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government  
printing

Department:  
Government Printing Works  
REPUBLIC OF SOUTH AFRICA

## HIGH ALERT: SCAM WARNING!!!

### TO ALL SUPPLIERS AND SERVICE PROVIDERS OF THE GOVERNMENT PRINTING WORKS

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

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

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

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

Example of e-mails these fraudsters are using:

[PROCUREMENT@GPW-GOV.ORG](mailto:PROCUREMENT@GPW-GOV.ORG)

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

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

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

Security Services: Mr Daniel Legoabe, at tel. (012) 748 6176.  
Email: [Daniel.Legoabe@gpw.gov.za](mailto: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 **R3026.32** per page.

## GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

### CLOSING TIMES FOR ACCEPTANCE OF NOTICES

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

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

**All notices received after the closing time will be rejected.**

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
National Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Regulation Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Petrol Price Gazette	Monthly	Tuesday before 1st Wednesday of the month	One day before publication	1 working day prior to publication
Road Carrier Permits	Weekly	Friday	Thursday 15h00 for next Friday	3 working days prior to publication
Unclaimed Monies (Justice, Labour or Lawyers)	January / September 2 per year	Last Friday	One week before publication	3 working days prior to publication
Parliament (Acts, White Paper, Green Paper)	As required	Any day of the week	None	3 working days prior to publication
Manuals	Bi- Monthly	2nd and last Thursday of the month	One week before publication	3 working days prior to publication
State of Budget (National Treasury)	Monthly	30th or last Friday of the month	One week before publication	3 working days prior to publication
<i>Extraordinary Gazettes</i>	As required	Any day of the week	<i>Before 10h00 on publication date</i>	<i>Before 10h00 on publication date</i>
Legal Gazettes A, B and C	Weekly	Friday	One week before publication	Tuesday, 15h00 - 3 working days prior to publication
Tender Bulletin	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Gauteng	Weekly	Wednesday	Two weeks before publication	3 days <b>after</b> 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 <b>after</b> submission deadline
Northern Cape Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days <b>after</b> submission deadline
National Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days <b>after</b> 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](http://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](mailto:submit.egazette@gpw.gov.za). The form needs to be submitted in its original electronic *Adobe* format to enable the system to extract the completed information from the form for placement in the publication.
7. Every notice submitted **must** be accompanied by an official **GPW** quotation. This must be obtained from the *eGazette* Contact Centre.
8. Each notice submission should be sent as a single email. The email **must** contain **all documentation relating to a particular notice submission**.
  - 8.1. Each of the following documents must be attached to the email as a separate attachment:
    - 8.1.1. An electronically completed *Adobe* form, specific to the type of notice that is to be placed.
      - 8.1.1.1. For *National Government Gazette* or *Provincial Gazette* notices, the notices must be accompanied by an electronic Z95 or Z95Prov *Adobe* form
      - 8.1.1.2. The notice content (body copy) **MUST** be a separate attachment.
    - 8.1.2. A copy of the official **Government Printing Works** quotation you received for your notice. (*Please see Quotation section below for further details*)
    - 8.1.3. A valid and legible Proof of Payment / Purchase Order: **Government Printing Works** account customer must include a copy of their Purchase Order. **Non-Government Printing Works** account customer needs to submit the proof of payment for the notice
    - 8.1.4. Where separate notice content is applicable (Z95, Z95 Prov and TForm 3, it should **also** be attached as a separate attachment. (*Please see the Copy Section below, for the specifications*).
    - 8.1.5. Any additional notice information if applicable.

**GOVERNMENT PRINTING WORKS - BUSINESS RULES**

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

**QUOTATIONS**

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

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

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

**CANCELLATIONS**

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

**AMENDMENTS TO NOTICES**

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

**REJECTIONS**

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

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### 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](mailto:info.egazette@gpw.gov.za) before publication.
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39. Printed copies may be ordered from the Publications department at the ruling price. The **Government Printing Works** will assume no liability for any failure to post or for any delay in despatching of such *Government Gazette(s)*

## GOVERNMENT PRINTING WORKS CONTACT INFORMATION

#### Physical Address:

**Government Printing Works**

149 Bosman Street

Pretoria

#### Postal Address:

Private Bag X85

Pretoria

0001

#### GPW Banking Details:

**Bank:** ABSA Bosman Street

**Account No.:** 405 7114 016

**Branch Code:** 632-005

**For Gazette and Notice submissions:** Gazette Submissions:

**For queries and quotations, contact:** Gazette Contact Centre:

**E-mail:** [submit.egazette@gpw.gov.za](mailto:submit.egazette@gpw.gov.za)

**E-mail:** [info.egazette@gpw.gov.za](mailto:info.egazette@gpw.gov.za)

**Tel:** 012-748 6200

**Contact person for subscribers:** Mrs M. Toka:

**E-mail:** [subscriptions@gpw.gov.za](mailto:subscriptions@gpw.gov.za)

**Tel:** 012-748-6066 / 6060 / 6058

**Fax:** 012-323-9574

## GOVERNEMENT NOTICES • GOEWERMENTSKENNISGEWINGS

## DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 657

30 July 2021

## GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT 22 OF 1994) AS AMENDED

Notice is hereby given in terms of section 11(1) (c) of the Restitution of Land Rights Act, 1994 as amended that a claim has been lodged for restitution of land rights on:

REF NO	CLAIMANT	PROPERTY DESCRIPTION	CURRENT LANDOWNERS	BONDS / NO BONDS	DEED OF TRANSFER	INTERESTED PARTIES
KK315	Mr. Mosoeu Gabriel Mafale	(RE) of Portion 4 of farm Hartebeesfontein 473 IR	Ray-Ann Trust	ABSA BANK Ltd B25029/2012	T 86938/1989	Land Claimant, the current landowners, and the Sedibeng District Municipality
		(RE) of Portion 5 of farm Hartebeesfontein 473 IR	Groenewald Familie Trust	Land & Agricultural Development Bank of South Africa B36278/2013	T 59553/2013	Land Claimant, the current landowners, and the Sedibeng District Municipality

Take further notice that the Commission on Restitution of Land Rights will investigate the claim in terms of the provisions of Rule 5 of the Rules Regarding Procedure of Commission Established in terms of section 16 of Restitution of Land Rights Act as amended. Any interested party on the claim is hereby invited to submit representations in terms of section 11A of the Restitution of Land Rights Act 22 of 1994 as amended within 90 (ninety) working days from the publication date of this notice, any comments/information may be send to:

Chief Directorate: Land Restitution Support Gauteng Province  
Private Bag X03

ARCADIA

0007

Tel: (012) 310-6500

Fax: (012) 324-5812

MR. L.H. MAPHUTHA  
REGIONAL LAND CLAIMS COMMISSIONER

DATE: 2007/07/31

## DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 658

30 July 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) (c) of the Restitution of Land Rights Act, 1994 as amended) that a claim has been lodged for restitution of land rights on:

REF NO	CLAIMANT	PROPERTY DESCRIPTION	CURRENT LANDOWNERS	BONDS / NO BONDS	DEED OF TRANSFER	INTERESTED PARTIES
Z 0243	Mr. Piet Mangiswani Matjeni	Portion 14 of farm Rhenosterfontein 514 JR	Rhenosterfontein Wild Life Conservation Trust	None	T116101/2001	Land Claimant, the current landowners and the City of Tshwane Metropolitan Municipality

have been submitted to the Regional Land Claim Commission and that the Commission on Restitution of Land Rights will investigate the claim in terms of the provisions of the Act in due course. Any interested person who has an interest in the above-mentioned land claim is hereby invited to submit, within ninety (90) working days from the publication any comments/information to:

Chief Directorate: Land Restitution Support Gauteng Province  
Private Bag X03

**ARCADIA**

0007

Tel: (012) 310-6500

Fax: (012) 324-5812

  
**MR. L.H. MAPHUTHA**  
**REGIONAL LAND CLAIMS COMMISSIONER**

DATE: 2021/03/11

## DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 659

30 July 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) (c) of the Restitution of Land Rights Act, 1994 as amended) that a claim has been lodged for restitution of land rights on:

REF NO.	CLAIMANT	OLD PROPERTY	CURRENT PROPERTY	CURRENT LANDOWNERS	BONDS / NO BONDS	DEED OF TRANSFER	INTERESTED PARTIES
HH 159	Ms. Imelda Kambule	Lot 52 Bodevha street in the former township of Eersterust JR	Portion of Erf 667 Eersterust Township Ext 2 JR	Reagan Myron Rosenberg	ABSA Bank Ltd <sup>1</sup> B60880/2010	T52410/2003	Land Claimant, the current landowners and the City of Tshwane Metropolitan Municipality
			Portion of Erf 668 Eersterust Township Ext 2 JR	Mathews Koffman	Standard Bank of South Africa Ltd B1423/2008	T1463/2008	

Take further notice that the Commission on Restitution of Land Rights will conduct further investigations on the claim in terms of the provisions of section 12 read with Rule 5 of the Rules Regarding Procedure of Commission Established in terms of section 16 of Restitution of Land Rights Act as amended. Any interested party on the claim is hereby invited to submit representations in terms of section 11A of the Restitution of Land Rights Act 22 of 1994 as amended within 90 (ninety) working days from the publication date of this notice, any comments/information may be send to:

Chief Directorate: Land Restitution Support Gauteng Province  
Private Bag X03  
ARCADIA  
0007  
Tel: (012) 310-6500  
Fax: (012) 324-5812

MR. L.H. MAPHUTHA  
REGIONAL LAND CLAIMS COMMISSIONER  
DATE: 2021/05/04

## DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 660

30 July 2021

**GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT 22 OF 1994)**  
**AMENDMENT OF NOTICE 201 OF 2018 AS CONTAINED IN GOVERNMENT GAZETTE NO: 41488 IN RESPECT OF A LAND CLAIM**  
**LODGED BY MR. SELLO NATHANIEL KEKANA, LAND CLAIM REFERENCED P 0189**

Notice is hereby given in terms of Section 11A (4) of the Restitution of Land Rights Act, 1994 (Act 22 of 1994), as amended, that an amendment is hereby made to Gazette Notice No. 201 of 2018 contained in Government Gazette No. 41488 dated 9 March 2018. The Gazette is amended to add the additional claimed properties as follows:

REF NO	CLAIMANT	PROPERTY DESCRIPTION	CURRENT LANDOWNERS	EXTENT (HA)	DEED OF TRANSFER	INTERESTED PARTIES
P 0189	Mr Sello Nathaniel Kekana	Portion 6 of the farm Leeuwfontein 92 JR	Republic of Bophuthatswana	0.3832	T4640/1954BP	Land Claimant, the current landowners, and the City of Tshwane Metropolitan Municipality
		Portion 31 (a portion of portion 2) of the farm Leeuwfontein 92 JR	Not Registered at Deeds Office	202.7589	Not Registered at Deeds Office	
		Portion 32 (a portion of portion 2) of the farm Leeuwfontein 92 JR	Not Registered at Deeds Office	169.8403	Not Registered at Deeds Office	
		Portion 33 (a portion of portion 9) of the farm Leeuwfontein 92 JR	Not Registered at Deeds Office	49.0067	Not Registered at Deeds Office	
		Portion 34 (a portion of portion 9) of the farm Leeuwfontein 92 JR	Not Registered at Deeds Office	194.5421	Not Registered at Deeds Office	
		Portion 35 (consolidation of portion 3 & 34) of the farm Leeuwfontein 92 JR	Not Registered at Deeds Office	194.7648	Not Registered at Deeds Office	
		Portion 59 (a portion of portion 9) of the farm Leeuwfontein 92 JR	Not Registered at Deeds Office	0.2750	Not Registered at Deeds Office	
		Portion 60 (a portion of portion 9) of the farm Leeuwfontein 92 JR	Not Registered at Deeds Office	0.1359	Not Registered at Deeds Office	
		Portion 63 (a portion of portion 2) of the farm Leeuwfontein 92 JR	Not Registered at Deeds Office	1.9343	Not Registered at Deeds Office	

Take further notice that the Commission on Restitution of Land Rights will investigate the claim in terms of the provisions of Rule 5 of the Rules Regarding Procedure of Commission Established in terms of section 16 of Restitution of Land Rights Act as amended. Any interested party on the claim is hereby invited to submit, representations in terms of section 11A of the Restitution of Land Rights Act 22 of 1994 as amended within 90 (ninety) working days from the publication date of this notice, any comments/information may be send to:

Chief Directorate: Land Restitution Support Gauteng Province

Private Bag X03

**ARCADIA**

0007

Tel: (012) 310-6500

Fax: (012) 324-5812

  
**MR. L.H. MAPHUTHA**  
**REGIONAL LAND CLAIMS COMMISSIONER**

**DATE:** 2024/03/15

## DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 661

30 July 2021

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

**WHEREAS** a land claim was lodged by Mr. Sello Nathaniel Kekana, which claim was published in terms of Section 11(1) of the Restitution of Land Rights Act, No. 22 of 1994 (as amended), hereinafter referred to as "the Act".

and

**WHEREAS** during further investigation of the land claim in so far as it relates to the properties referred to below, the Regional Land Claims Commissioner, has reason to believe that the criteria set out in Section 11(1) (b) of the Act, has not been met.

**NOW THEREFORE NOTICE** is hereby given in terms of Section 11A (2) of the Act that at the expiry of 60 days from the date of the publication of this notice in the Government Gazette, the notice of the claim previously published in terms of section 11(1) of the Act in Gazette No. 41488, under Notice 201 of 2018, dated 9th of March 2018, to the extent that it relates to the properties listed below, will be withdrawn unless cause to the contrary is shown to the satisfaction of the Regional Land Claims Commissioner.

The details of the Gazette No. 41488, under Notice 201 of 2018, dated 09th March 2018, relevant for this notice include the following:

**Reference No:** P 0189

**Claimant:** Mr. Sello Nathaniel Kekana

**Property Description:** See below

**Total extent:** See below

**Owner:** See below

**Date Submitted:** 12 May 1995  
08 September 1995  
10 June 1996  
06 July 1998

No.	Property Description	Extent Ha	Land Owner
1.	Portions 1 (RE) of farm Leeuwkraal 92 JR	1027.0547	City of Tshwane Metropolitan Municipality
2.	Portions 2 (RE) of farm Leeuwkraal 92 JR	1549.5704	Amandebele-Ba-Lebelo Traditional Community
3.	Portions 3 of farm Leeuwkraal 92 JR	0.2227	Republic of Bophuthatswana
4.	Portions 4 (RE) of farm Leeuwkraal 92 JR	919.2796	City of Tshwane Metropolitan Municipality

5.	Portions 7 of farm Leeuwkraal 92 JR	20.9321	National Government of Republic of South Africa
6.	Portions 8 of farm Leeuwkraal 92 JR	9.0960	National Government of Republic of South Africa
7.	Portions 9 (RE) of farm Leeuwkraal 92 JR	559.7200	City of Tshwane Metropolitan Municipality
8.	Portions 10 of farm Leeuwkraal 92 JR	23.0193	South African National Roads Agency LTD
9.	Portions 11 of farm Leeuwkraal 92 JR	100.6005	National Government of Republic of South Africa
10.	Portions 12 of farm Leeuwkraal 92 JR	29.9385	National Government of Republic of South Africa

The reasons the Regional Land Claims Commissioner believes that the criteria in section 11(1) of the Act may not have been met, is that:

- (a) The claimed land does not extend to portion 1 (RE) and 4 (RE) of the farm Leeuwkraal 92 JR; and/or
- (b) The ascendants of the claimants did not have rights in land (as defined in the Act) on the properties listed above; and
- (c) The claimed land only affects portions 2 (RE), 3, 6, 7, 8, 9 (RE), 10, 11, 12, 31 (a portion of portion 2), 32 (a portion of portion 2), 33 (a portion of portion 9), 34 (a portion of portion 9); 35 (consolidation of portions 3 & 34), 59 (a portion of portion 9), 60 (a portion of portion 9), and 63 (a portion of portion 2) of the farm Leeuwkraal 92 JR.

Any party who may have an interest in the above-mentioned land claim is hereby invited to make representations, within 60 days from the publication of this notice, as to why the claim should not be withdrawn in terms of section 11A (3) of the Act.

The representations must be forwarded to the Regional Land Claims Commissioner



**MR L H MAPHUTHA**  
**The Regional Land Claims Commissioner**  
 Private Bag X 03  
 ARCADIA  
 0007  
 Tel: (012) 310-6500  
 Fax: (012) 323-2961

## DEPARTMENT OF CO-OPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS

NO. 662

30 July 2021

RICHTERSVELD MUNICIPALITYNOTICEAMENDMENT OF TARIFFS  
2021/2022

Notice is hereby given in terms of section 14(1) and (2) of the Local Government: Municipal Property Rates Act, 2004; that the Council resolved by way of council resolution number RVN007/06/2021 to levy the rates on property reflected in the schedule below with effect from 1 July 2021

Electricity, refuse, water, sewerage

- Rates: Mines –	R0.036523 in the Rand
- Rates: Residential –	R0.012174 in the Rand
- Rates: Business/Industrial –	R0.016158 in the Rand
- Guest Houses	R0.014165 in the Rand
- Rates: Farms –	R0.001877 in the Rand
- Private Schools -	R0.016158 in the Rand
- Electricity –	14.59%
- Refuse –	4.9%
- Sewerage –	4.9%
- Water –	4.9%

Increased tariffs related to the above will be applicable as from the 01 July 2021.

S. C ADAMS  
MUNICIPAL MANAGER  
RICHTERSVELD MUNICIPALITY  
PRIVATE BAG X113  
PORT NOLLOTH  
8280

TEL.NR.: (027) 851 1111  
FAX NR.: (027) 851 1101

## DEPARTEMENT VAN SAMEWERKENDE REGERING EN TRADISIONELE SAKKE

NO. 662

30 Julie 2021

RICHTERSVELD MUNISIPALITEITKENNISGEWINGWYSING VAN TARIWE2021/2022

Kennis geskied hiermee ingevolge artikel 14 (1) en (2) van die Wet op Plaaslike Regering: Wet op Munisipale Eiendomsbelasting, 2004; dat die Raad besluit het, met Raadsbesluitnommer RVN007/06/2021, om die belasting op eiendom te hef in die skedule hieronder, met ingang 01 Julie 2021

Elektrisiteit, vullisverwydering, water, riool, suigtenkdienste en heffing van belasting.

- Belasting: Myne –	R0.036523 in die Rand
- Belasting: Residensieël –	R0.012174 in die Rand
- Belasting: Besigheid/Nywerheid –	R0.016158 in die Rand
- Belasting: Gastehuse-	R0.014165 in die Rand
- Belasting: Plase –	R0.001877 in die Rand
- Privaat skole -	R0.016158 in die Rand
- Elektrisiteitstariewe –	14.59%
- Vullisverwyderingstariewe	4.9%
- Riool –	4.9%
- Watertariewe te –	4.9%

Die bogenoemde wysigings sal op 1 Julie 2021 in werking tree.

S.C ADAMS  
MUNISIPALE BESTUURDER  
MUNISIPALITEIT RICHTERSVELD  
PRIVAATSAK X113  
PORT NOLLOTH  
8280

TEL NR.: (027) 851 1111  
FAKS NR.: (027) 851 1101

## DEPARTMENT OF HEALTH

NO. 664

30 July 2021

## HEALTH PROFESSIONS ACT, 1974 (ACT NO.56 OF 1974)

**REGULATIONS RELATING TO THE QUALIFICATIONS FOR THE REGISTRATION OF DISPENSING OPTICIANS**

The Acting Minister of Health intends, under section 24 of the Health Professions Act, 1974 (Act 56 of 1974) and on the recommendation of the Health Professions Council of South Africa, to make the regulations in the schedule.

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



---

**MS M.T KUBAYI, MP****ACTING MINISTER OF HEALTH****DATE:** 20/07/2021

**SCHEDULE****Definitions**

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

“Act” means the Health Professions Act, 1974 (Act No. 56 of 1974).

**Qualifications for registration**

2. The Registrar may register as a Dispensing Optician any person who is in possession of the following qualifications:

<b><i>Examining Authority</i></b>	<b><i>Qualification</i></b>	<b><i>Abbreviation for registration</i></b>
Department of National Education	National Diploma in Optical Dispensing	Nat Dip Opt Dispensing (SA)
Cape Peninsula University of Technology (CPUT)	Diploma in Opticianry National Diploma in Optical Dispensing	Dip Opticianry

**Short title**

3. These Regulations are called Regulations Relating to the Qualifications for the Registration of Dispensing Opticians, 2021.

DEPARTMENT OF PUBLIC ENTERPRISES

NO. 665

30 July 2021



**public enterprises**

Department:  
Public Enterprises  
**REPUBLIC OF SOUTH AFRICA**

# ENVIRONMENTAL IMPLEMENTATION PLAN

**2019**

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## SECTION 1: Introduction

### 1.1. Legislative Requirements and Purpose of the EIP

In terms of the Procedures for Cooperative Governance stipulated in Chapter 3 of NEMA, every National and Provincial Department, listed in Schedule 1 of NEMA as exercising functions that may affect the environment, is required to prepare and implement an EIP. NEMA, as amended requires that EIPs be prepared and implemented within five years of the Act coming into effect, and at intervals not more than five years thereafter. Every National Department listed in Schedule 2 of NEMA is required to prepare an EMP in the same timeframes. Every National Department that is listed in both Schedule 1 and Schedule 2 is required to prepare a consolidated EIMP. This Chapter (Chapter 3) is the building of partnerships between government, the private sector and civil society in order to ensure co-responsibility for environmental management; and to empower stakeholders to participate effectively.

The NEMA schedules were amended in 2014, wherein the DPE was included in Schedule 1 of NEMA as a Department that exercises functions that may affect the environment and therefore required to prepare an EIP.

The purpose of the EIP, as provided in Section 12 of NEMA, is to:

- Coordinate and harmonise environmental policies, plans and programmes and decisions in order to minimise the duplication of procedures and functions; and to promote consistency in the exercise of functions that may affect the environment;
- Give effect to the principle of cooperative governance stipulated in Chapter 3 of the Constitution;
- Secure the protection of the environment across the country as a whole;
- Prevent unreasonable actions in respect of the environment that is prejudicial to the economic or health interests of other provinces or the country as a whole; and
- Enable monitoring of the achievement, promotion, and protection of a sustainable environment.

The EIP must describe policies, plans and programmes of an organ of state that performs functions that may impact on the environment, and how the organ of state's plans will comply with NEMA principles and National Environmental Norms and Standards.

### 1.2. Relevant considerations for EIPs

In terms of section 11(4) of NEMA, the DPE, in its preparation of the EIP, has taken into consideration every other Environmental Implementation Plan and Environmental Management Plan already adopted with a view to achieving consistency among such plans.

### 1.3. Assembly of information and content of the EIP

As guided by section 11(7) of NEMA, this EIP was compiled from an assembly of information from SOC's. The information includes projects, plans, processes and procedures implemented by SOC's while delivering on their various mandates.

Third Edition DPE EIP is structured and presented to align with the requirements of NEMA Chapter 3 and the DEFF 2015/19 EMP/ EIP Guidelines.

### 1.4. Annual reporting on Implementation of adopted EIPs and EMPs

In compliance to section 16(1) (b) of NEMA, the DPE will report annually within four months of the end of each financial year on implementation progress of its adopted EIP to the DG of Environmental Affairs and the Inter-governmental Sub-committee on EIPs and EMPs.

### **1.5 The DPE Mandate**

This Department's function has evolved since its inception as the Office of Privatisation and Deregulation. Notwithstanding that, there is still no founding legislation for the Department. In the current economic context, the SOC's have emerged as key instruments for the State to drive its developmental objectives of creating jobs, enhancing equity and transformation. This evolution underpins the overarching shareholder management process aimed at providing strategic rationale for government's continued ownership in the SOC's.

The mandate of the DPE is to ensure that the SOC's within its portfolio are directed to serve Government's strategic objectives as outlined in the NDP and further articulated in the NGP and the IPAP. The Department does not directly execute programmes but seeks to leverage the states' ownership in the economy to support the delivery of key outcomes.

The SOC's under the Department's portfolio form the cornerstone of the economy and their capacity must be strategically utilised to support the delivery of the outcomes of the NDP. Strengthening of oversight tools is therefore crucial to ensure that the companies supports the radical socio-economic transformation agenda as articulated in the NDP and MTSF.

In its oversight role, the DPE ensures that each SOC has in place procedures and strategies for activities relating to operations and Capital Projects, which have an impact on the environment. Each SOC's operational performance is monitored against their available Standard Operating Procedures (SOPs), Environmental Management Plans (EMPs) and Environmental Management Programmes (EMPrs). Capital Projects are required to have acquired all relevant Authorisations, EMPs or EMPrs and executable time bound strategies linked to the project plans.

The Department does not directly execute programmes but plays an oversight role to ensure that all SOC's operations and capital projects are carried out in a manner that ensures compliance with the relevant legislative provisions, including the NEMA Principles and any national norms and standards which have as their objective, the achievement, promotion and protection of the environment.

To ensure that the SOC's capabilities are fully leveraged, coordination between the DPE, SOC's and other policy Department need to be improved for effective implementation of key initiatives.

### **1.6 DPE Structure**

#### **1.6.1 Programme 1 – Administration and Corporate Management**

Programme 1 provides strategic leadership management and support services.

The programme includes Ministry, Office of the Director General and Management; and is made up of the following sub-programmes: Intergovernmental and International Relations; Office Accommodation and Corporate Services, which includes office of the Chief Financial Officer; Human Resources; Communications; Strategic Planning, Monitoring and Evaluation; Security and Facilities Management; Internal Audit; and Information Management and Technology.

#### **1.6.2 Programme 2 – SOC Governance Assurance and Performance**

This programme provides and enforce SOC's governance, legal assurance, financial and non-financial performance monitoring, evaluation and reporting systems, in support of the shareholder to ensure alignment with government's priorities. It is made up of the following Sub-Programmes: Legal and Governance Assurance; Financial Assessment and Investment Support; and Risk Profiling and Mitigation.



### 1.6.3 Programme 3 – Business Enhancement and Industrialisation

This programme provides sector oversight to enhance the business of SOCs by advancing industrialisation, transformation, intergovernmental relations and international collaboration services; and support the Shareholder to strategically position and enhance the operations of SOCs. The Sub-Programmes include Business Enhancement Services; Energy Resources; Research and Economic Modelling; and Transport and Defence.

Business Enhancement Services encompasses the following areas:

- International and Intergovernmental Relations;
- Transformation (Employment Creation, Skills Development; Procurement and Corporate Social Investment);
- Procurement – Localisation/Enterprise and Supplier Development; and
- Environmental Policy Alignment.

### 1.7 State Owned Companies within the DPE's Portfolio

The DPE has oversight responsibility over seven (7) SOCs listed below:

#### 1.7.1 Eskom Holdings SOC Limited

Eskom generates, transmits and distributes electricity to industrial, mining, commercial, agricultural and residential customers in South Africa, and to municipalities, who in turn redistributes electricity to businesses and households within their areas. It also purchases electricity from independent power producers (IPPs) in terms of various agreement schemes as well as electricity generating facilities beyond the country's borders.

Eskom operates 27 power stations with a total nominal capacity of 41 995MW, comprising 35 726MW of coal-fired stations, 1 860MW of nuclear, 2 409MW of gas-fired, 2 000MW hydro and pumped-storage stations as well as the 3MW wind farm at Klipheuwel.

The company also maintains more than 359 337km of power lines and substations with a cumulative capacity of 232 179MVA. Eskom is building new power stations and major power lines to meet South Africa's energy demand. To ensure that Eskom is able to meet demand and create the space for crucial infrastructure maintenance while new generating capacity is being built, it runs a range of demand-management and energy efficiency programmes.

#### 1.7.2 Denel SOC Limited

Denel is a significant global defence and security equipment manufacturer, as well as provider of related services, with more than 50% of its revenue earned from exports. The product offering continues to evolve taking into account the strategy and client requirements. Denel has a presence in South Africa, Africa, the Middle East, Southeast Asia, South America and Europe.

Products and services include combat turrets, artillery and vehicle systems, missiles, command and control, MRO of aircraft, avionics upgrades, testing of airborne systems, munitions, design and manufacturing of aero-structure components, satellite development and as well as humanitarian services. Solutions are designed to meet unique user requirements and Denel provides full lifecycle support. Research, design, development, integration, qualification, certification and industrialisation of products are carried out primarily in-house, with significant elements of production outsourced to the broader South African manufacturing and defence industries. It is a fact that many innovative applications have been leveraged from the defence technology base, amongst others to improve rail safety, crime prevention, and surveillance, protection of assets, mining drill bits and commercial brass strip.

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### 1.7.3 Alexkor SOC Limited

The primary mandate for Alexkor is the exploitation of diamond resources on a commercially viable basis and to contribute towards the socio-economic upliftment of the regions in which it operates. Alexkor was established in terms of the Alexkor Limited Act, No. 116 of 1992, and amended by the Alexkor Amendment Act, No. 29 of 2001. Alexkor is listed as a schedule 2 public entity, wholly owned by the government of South Africa, through the Minister of Public Enterprises (DPE) as the Shareholder representative. The company has two business units, which includes the Pooling and Sharing Joint Venture (PSJV) and the Alexkor Corporate Unit. The company has significant strategic importance for the Namaqualand region. The core business of the company is the mining of diamonds on land, along rivers, on beaches and in the sea along the north-west coast of SA. These activities are complemented by geology, exploration, ore reserve planning, rehabilitation and environmental management. The non-core business activities comprise of residential services, community services, outside engineering services, external transport services, guesthouses, a fuel station and an airport. The management of considerable investment funds, together with the traditional supporting services (information systems and human resources), constitutes additional non-core business activities. The company's distinctive competencies are its quality of diamonds and its unique land and mineral resources.

### 1.7.4 South African Forestry Company Limited (SAFCOL)

Dedicated to growing South African business in the forest and forest products industry, SAFCOL is a state owned plantation Forestry Company, with operations in South Africa (SA) and Mozambique. It was established in 1992 as per the Management of State Forests Act, Act No. 128 of 1992. It is a registered Public company (in terms of the Companies Act) and a Schedule 2 Public entity in terms of the Public Finance Management Act (PFMA). The South African Government is the sole owner of the SAFCOL Group and the Group reports to the Minister of Public Enterprises. It generates its revenue from the sale of forest products.

### 1.7.5 Transnet SOC Limited

Transnet is a focused freight transport company, delivering integrated efficient, safe, reliable and cost-effective services to promote economic growth in South Africa. Transnet has five Operating Divisions with operations spread across the country and is expanding its operations into the African continent, with four offices in Namibia, Swaziland, Lesotho and Tanzania and three joint Operating Centres in Mozambique, Botswana and Zimbabwe.

1.7.5.1 Freight Rail, the largest of the five Operating Divisions, operates 20 500km of rail network across South Africa which transports bulk, break-bulk and containerised freight. The Freight Rail network and rail services provide strategic links between mines, production hubs, distribution centres and ports; and connects with the cross-border railways of the region. Shifting rail-friendly freight off roads and onto rail, reducing logistics costs, impacts positively on the road network and has many indirect benefits for the country including a reduction in transport sector carbon emissions.

1.7.5.2 Engineering provides manufacturing, maintenance and refurbishment services of rolling stock and specialised equipment to Freight Rail, National Ports Authority, Port Terminals and Pipelines and is integral to Transnet achieving optimal use of equipment in conducting its core business.

1.7.5.3 National Ports Authority provides port infrastructure and marine services at the eight commercial seaports in the country. The division's core functions include the planning, provision, maintenance and improvement of port infrastructure, as well as the provision of marine-related

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services; port services and navigation aids to assist the navigation of vessels within port limits and along the coast.

1.7.5.4 **Port Terminals** operates all of South Africa's port container and automotive port terminals and some bulk and break-bulk terminals.

1.7.5.5 **Pipelines** transports fuel from coastal refineries and crude oil imports to the inland market. Transnet has installed a New Multi-Product Pipeline (NMPP) enabling an increase in volume throughput to meet forecast market demand.

#### 1.7.6 **South African Airways SOC Limited**

South African Airways (SAA) is South Africa's national air carrier, which operates a full service network in the international, regional and domestic markets. It has as a subsidiary, Mango Airlines, which is a low cost carrier operating in the domestic and regional market. The SAA mandate is to "engage in passenger airline and cargo transport services, air charter services and other related services" in support of the State's desire "to promote air links with the Republic's main business, trading and tourism markets within the African continent and internationally".

#### 1.7.7 **South African Express Airways SOC Limited**

As a regional airline, SA Express offers seamless connectivity between primary and secondary domestic and regional destinations in SA and five (5) Southern African Development Community (SADC) countries. The objectives of the Company are to provide transportation of passengers, cargo and mail, air charters and other related aviation services, as well as to promote frequency of services on lower density routes; and to expand regional air services capability within the Republic and to the African continent.

The vision of SA Express, supported by its aspirations and strategy, is underpinned by its core values and unique selling propositions that drive profitability. In pursuit of its mandate, SA Express aims to facilitate the lowering of the cost of doing business in South Africa by providing affordable air services within benchmarked standards.

### 1.8 **Legislative Framework**

This section provides an overview of the legislative framework within South Africa, applicable to the DPE and its SOC's.

#### 1.8.1 **Constitution of the Republic of South Africa (1996)**

The Constitution is the supreme law of the Republic of South Africa. The Bill of Rights contained in Chapter 2 enshrines the rights of all people in SA and affirms the democratic values of human dignity, equality and freedom. Section 24 of the Bill of Rights deals with environmental rights and requires that everyone has the right to an environment that is not harmful to their health or well-being; and to have the environment protected, for the benefit of present and future generations, through reasonable legislative and other measures that prevent pollution and ecological degradation; promote conservation; and secure ecologically sustainable development and use of natural resources while promoting justifiable economic and social development.

With reference to the constitutional provisions for the integration of environmental management, Sections 40(1)-(2) provides that whilst the South African Government consists of distinct national, provincial and local spheres, these spheres are inter-dependant and inter-related and must observe and adhere to the constitutional provisions on co-operative governance.

#### 1.8.2 **National Environmental Management Act (NEMA) (1998)**

Chapter 3 of NEMA outlines the procedures for co-operative environmental governance by establishing principles for decision-making on matters affecting the environment, institutions that

will promote co-operative governance and procedures for co-ordinating environmental functions exercised by organs of state; to provide for certain aspects of the administration and enforcement of other environmental management laws; and to provide for matters connected therewith. NEMA contains instruments and mechanisms to promote and give effect to the principle of co-operative governance and sets a framework for integrated environmental management in all activities in South Africa.

#### **1.8.3 Alignment with Other National Plans and Frameworks**

In compiling the EIP, the DPE takes into consideration the National Development Plan (NDP), the Medium-Term Strategic Framework (MTSF), the National Strategy of Sustainable Development (NSSD), and the Presidential Outcome 10.

#### **1.8.4 NDP Chapter 5**

Chapter 5 of the NDP talks to ensuring environmental sustainability and an equitable transition to a low-carbon economy. The NDP 2030 vision is that by 2030, South Africa's transition to an environmentally sustainable, climate-change resilient, low-carbon economy and just society will be well under way.

#### **1.8.5 Presidential Outcome 10: Environment**

Given the Constitutional imperative, the vision of this initiative is to have a *"South Africa where environmental assets and natural resources are valued, protected and continually enhanced"*. In order to realize this vision, four main outputs and measures have been identified as follows:

- Output 1: Enhanced quality and quantity of water resources
- Output 2: Reduced greenhouse gas emissions, climate change impacts and improved air/atmospheric quality
- Output 3: Sustainable environmental management
- Output 4: Protected biodiversity

#### **1.8.6 National Strategy for Sustainable Development and Action Plan (NSSD1)**

The vision of the NSSD is to build a South Africa that is sustainable, economically prosperous and self-reliant. A nation that safeguards its democracy by meeting the fundamental human needs of its people, by managing its limited ecological resources responsibly for current and future generations, and by advancing efficient and effective integrated planning and governance through national, regional and global collaboration.

In order to realize this vision, the NSSD has identified five strategic priorities and an associated action plan:

- Priority 1: Enhancing systems for integrated planning and implementation
- Priority 2: Sustaining our ecosystems and using natural resources efficiently
- Priority 3: Towards a green economy
- Priority 4: Building sustainable communities
- Priority 5: Responding effectively to climate change

**SECTION 2: Description of Projects, Plans and Programmes implemented by SOC's that may have an effect on the environment.**

Name of Project, Plan or Programme	Status	Explanation of the Project, Plan and Programme	Scope	How the Project, Plan or Programme will affect the environment	Degree of control	Implementing Organ of State
<b>Transnet SOC Limited</b>						
Waterberg Heavy Haul	Initiated	The project is for the construction of an approximately 500km long new heavy haul railway line, linking Limpopo to Mpumalanga.  The line runs from the Lephalale area to Ermelo, with the line passing through Thabazimbi, Bela-Bela, Moloto, eMalahleni, and Hendrina.  All environmental impacts will be managed as per the approved EMP of the Project	Lephalale – Thabazimbi (Area A)	Area A is mostly characterised by game farms, mining, and some high value irrigated crop lands, with the vegetation dominantly being Middleveld vegetation and drier than the eastern end of the line.	High	Transnet
			Thabazimbi – Bela-bela (Area B)	Area B runs through the Waterberg with its mountainous topography, numerous streams, and mixed forest and grassland vegetation. The lower section of this area is associated with the Rustenburg platinum mining area.		
			Bela-bela – Moloto (Area C)	Area C runs to the north of the Gauteng urban areas and is closely associated with the Dinokeng initiative which aims to provide Big 5 and associated game and cultural related activities within close proximity to the economic hub.		
			Moloto – eMalahleni (Area D)	Area D is the final portion associated with Dinokeng, and importantly is related to the heavily modified eMalahleni node with its large scale industrial usage (e.g. steel production) and also serves as a service node to the coal mining area running to the south and south east of eMalahleni and down into KwaZulu Natal.		

Name of Project, Plan or Programme	Status	Explanation of the Project, Plan and Programme	Scope	How the Project, Plan or Programme will affect the environment	Degree of control	Implementing Organ of State
Richards Bay Expansion	Initiated	The project is about expansion of the Port of Richards Bay to accommodate the needs for new entrant miners by establishing a third stand-alone coal terminal at the Port, which can be developed in two phases. Phase 1: 14 mtpa and Phase 2: 32 mtpa.	eMalahleni - Ermelo (Area E)	Area E includes a mix of mining and agriculture, with concerns in part of this area due to undermining and open cast mines.	High	Transnet
			Ermelo - Hendrina (Area F)	Area F is similar to area E. All these varying ecosystems might be impacted on during the construction of the project depending on the sensitivities of the different environments which will be identified through detailed studies.		
Manganese Export Facility	Initiated	The project will consist of a manganese iron ore stock yard and handling facility, a rail compilation yard and the doubling of the railway line between the proposed compilation yard and the existing rail marshalling yard.	various Zones of the Coega IDZ, including the Port of Ngqura	The development of port expansion could impact on the habitat in the flood plain. There might also be ecological impacts. There is also possible increase in sea level as a result of climate change and this is a possible impact by the environment. An ECO will be appointed during construction of the project. All impacts will be managed as per the approved EMP, conditions of the EA, as well as all recommendations of specialist studies.	High	Transnet
				It is expected that there will be impacts on water, marine environment and land due to manganese handling. ECO will be appointed during construction of the project. All the impacts will be managed as per the approved EMP, conditions of the EA as well as all recommendations of specialist studies.		

Name of Project, Plan or Programme	Status	Explanation of the Project, Plan and Programme	Scope	How the Project, Plan or Programme will affect the environment	Degree of control	Implementing Organ of State
Overvaal bypass	Initiated	The project is composed of deviation options from the 5.2km long single line section through the 4km long Overvaal tunnel. Given the risks associated with current tunnel and overall risks associated with tunnel operation, the bypass option is being pursued	Richards Bay Coal Line in Mpumalang a between Ermelo and Piet Retief	Based on the preliminary high level assessment it seems that there might be significant impact on freshwater, wetlands, impact on a larger area of the NPAES. ECO will be appointed during construction of the project All impacts will be managed through environmental screening processes, EIA, EMP and EA conditions, as well as recommendations of specialist studies.	High	Transnet
<b>Eskom Holdings SOC Limited</b>						
Electrification	Implemented	Electrification of targeted number of household per year. One million electrification connections over the next five years to drive Universal access.	National	The DMRE funded electrification programme continues to connect previously disadvantaged households in our licensed areas of supply. The majority of the electrification programme is now being implemented in more remote and deep rural areas. Electrification assists in reducing household burning of fossil fuel and thus reducing ambient air pollution at a household level. There are at times sensitive environments in which such provision of electricity takes place.	High	Eskom and DMRE

Name of Project, Plan or Programme	Status	Explanation of the Project, Plan and Programme	Scope	How the Project, Plan or Programme will affect the environment	Degree of control	Implementing Organ State
Capital Expansion projects	Implemented	New Build programme (Commercial operation of Medupi and Kusile) with some units on accelerated construction plans. Expanded and strengthened transmission grid which gets Eskom closer to N-1 compliance whilst executing Power Delivery Plan. Investments into other projects including Kusile Ash Dump, Medupi Flue Gas Desulphurisation (FGD), and Majuba Silo recovery and rail.	National	Underpin economic growth in South Africa. Security of electricity supply. Numerous environmental assessment have been undertaken for these projects and environmental approvals obtained (EA, WUL, AEL, WML).	High	Eskom
<b>SAFCOL</b>						
Management of Mining Activities on State Forest Land	Continuous	SAFCOL is faced with challenges of mining permits issued on State forest land. Management of mining activities is crucial in ensuring SAFCOL land remains viable for forestry operations	National, all affected SAFCOL managed State Forest Land	Mining activities carried out on land allocated for forestry puts operations at risk due to loss of FSC Certification. Degradation of the land may render it unsuitable for SAFCOL forestry operations	Low	SAFCOL

### SECTION 3: Description of the manner in which the DPE will ensure that its SOC's' Projects in section 2 comply with the principles of NEMA and National Norms and Standards

The table below provides a description of how the DPE will ensure that Projects implemented by its SOC's, as indicated above comply with the environmental management principles for sustainable development outlined in Section 2 of NEMA, and with any national norms and standards set by Departments with a mandate for environmental management.

Name of Project, Plan or Programme	Relevant Legislation/ Norms and Standards/ Regulations	Description of how the organ of state will ensure that development and/or implementation of Projects, Plans and Programmes comply with NEMA's environmental management principles	Established consultative Forum
<b>Transnet SOC Limited</b>			
Waterberg Heavy Haul	National Norms and Standards published under NEMA and all SEMAs  National Norms and Standards published under NWA  ISO 14001: 2004 and 2015  Sustainable Development Principles	All conditions of the EA as well as all recommendations of the specialist studies will be implemented. EMP will be implemented as approved together with the EA. ECO will be appointed during construction of the project. WULs will be obtained as per applicable water uses. Monitoring and compliance to the WULs will be implemented. These will include water accounting, water audits, and reporting on the usage.  Most of Transnet Operating Divisions are certified in terms of ISO 14001:2004 and 2015. Periodic internal and external (certification) audits are conducted to ensure Transnet's compliance with this standard. Transnet has also developed 18 procedures, referred to as Transnet Integrated Management Approach/Systems to ensure organisational compliance with the 11 identified standards including ISO14001.  Nine Sustainable Developmental Outcomes commitments made by Transnet are as follows and are used as criteria for all projects: <b>Employment:</b> activities that create measurable direct, indirect or induced employment. <b>Skills development:</b> activities that enhance/improve human capabilities and build the productive capacity of people, both within and outside the Company. <b>Industrial capability building:</b> activities that facilitate the country's industrial development and improve competitiveness. <b>Investment leveraged:</b> activities that facilitate investment by private and public sector companies in the country's freight logistics system.	Transnet Risk Committee,
Richards Bay Expansion			Transnet Risk Management-Sub Committee,
Manganese Export Facility			Transnet Environmental Forum,
Overvaal bypass			Transnet Sustainability Forum, Transnet/DEFF Bilateral Transnet/DHS WS Bilateral JWC/ JSC

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Name of Project, Plan or Programme	Relevant Legislation/ Norms and Standards/ Regulations	Description of how the organ of state will ensure that development and/or implementation of Projects, Plans and Programmes comply with NEMA's environmental management principles	Established consultative Forum
		<p><b>Regional integration:</b> activities that result in improved freight logistics connectivity in Africa.</p> <p><b>Transformation:</b> activities that result in employment equity within the company and black economic empowerment within the entities that supply Transnet.</p> <p><b>Health and safety:</b> activities that improve the physical and mental health, well-being and safety of its employees and the communities within which it operates.</p> <p><b>Community development:</b> activities that measurably improve the economic, social, cultural and environmental well-being of communities within which it operates.</p> <p><b>Environmental stewardship:</b> activities that enhance the natural environment's capacity to meet the resource needs of future generations.</p>	
<b>Eskom Holdings SOC Limited</b>			
Electrification	<p>National Norms and Standards published under NEMA and all SEMAs</p> <p>National Norms and Standards published under NWA</p> <p>Sustainable Development Principles</p> <p>National Norms and Standards published under NFA</p> <p>National Norms and Standards published under NHRA</p>	<p>Electrification projects are carried out in terms of Eskom's EIA procedure to ensure environmental screening is undertaken for all projects and the required environmental controls put in place. Many of the electrification projects, due to the additional strengthening of the network that is required, will be required to receive an environmental authorisation from DEFF, through the undertaking of a basic assessment or scoping and environmental impact assessments.</p> <p>During the implementation phase, compliance monitoring would include inspections during construction of the project's components to verify the extent to which environmental authorisation conditions and the EMP are being adhered to.</p> <p>In addition, those electrification projects that require an EA will be subjected to any required compliance monitoring by the DEFF's Environmental Management Inspectorate.</p> <p>WULs may be required when such electrification projects impact on a water course. Monitoring and compliance to the WULs will be implemented.</p>	<p>EDCC (between Eskom and DEFF regarding EIAs)</p> <p>Eskom/DHSWS Bilateral and monthly WULA meetings.</p> <p>JWC/ JSC</p>
Capital Expansion projects		Due to the nature and scale of the projects, they have an impact on the environment and therefore require a number of relevant environmental approvals	



Name of Project, Plan or Programme	Relevant Legislation/ Norms and Standards/ Regulations	Description of how the organ of state will ensure that development and/or implementation of Projects, Plans and Programmes comply with NEMA's environmental management principles	Established consultative Forum
	Eskom's Environmental Impact Assessment Procedures for Distribution Projects	<p>Environmental assessments are carried out so as to obtain the relevant environmental approvals.</p> <p>Monitoring is undertaken to ensure compliance with the conditions of the relevant environmental approvals, the EMPs and recommendations of specialist studies.</p> <p>In most cases independent ECOs are appointed to monitor and report to DEFF on compliance issues.</p>	
<b>SAFCOL</b>			
Management of Mining Activities on State Forest Land	FSC Standards NFA	Principle 1 of the FSC Standards requires compliance to all applicable legislation, international treaties and agreements to which a country is a signatory and all FSC Principles and criteria. Ongoing compliance with provisions of NEMA as applicable to SAFCOL operations.	JWC/ JSC

**SECTION 4: Description of the manner in which the DPE's functions ensure that the projects, plans or programmes comply with relevant legislative provisions**

Institutional Mechanism	Lifespan of the institutional mechanism	Description of the purpose of the mechanism	Capacity of the department for coordination	
			Human resources	Budget
Transnet/ DEFF Bilateral	On-going	The objectives for the Coordination Meetings are to: <ul style="list-style-type: none"> <li>• Agree and monitor a joint working plan with agreed timeframes and targets</li> <li>• Discuss and manage the current EIA applications so as to ensure delivery against agreed timeframes and targets</li> <li>• Any other matter of relevance to SIPs</li> </ul>	Transnet, DEFF	Applicable personnel budget
Transnet/ DHSWS Bilateral	On-going	The objectives for the Coordination Meetings are: <ul style="list-style-type: none"> <li>• Agree and monitor a joint working plan with agreed timeframes and targets</li> <li>• Discuss and manage the current WUL applications so as to ensure delivery against agreed timeframes and targets</li> <li>• Any other matter of relevance to SIPs</li> </ul>	Transnet, DHSWS	Applicable personnel budget
Joint Working Committee	2014 - 2023	A task team established in terms of an MoU on water and environmental issues to set programmes, compile recommendations, develop mechanisms, track implementation and lastly escalate to the JSC to unlock issues where necessary.	All SOCs, DHSWS, DPE, DMRE, DEFF, DA AND DoT	Applicable personnel budget
Joint Steering Committee	2014 - 2023	A steering committee established in terms of the MoU on water and environmental issues to take decisive action where there are bottlenecks.	All SOCs, DHSWS, DPE, DMRE, DEFF, DA AND DoT	Applicable personnel budget
EDCC	Ongoing	To track and prioritise Eskom applications for EAs and WML.	DEFF and Eskom	Applicable personnel budget
Eskom/ DHSWS WUL Committee	Ongoing	To track and prioritise Eskom WULA	DHSWS and Eskom	Applicable personnel budget
Bi-Annual DEFF/ Licensing Authority meetings related to air quality and AELs	Ongoing	Engagement regarding setting of air quality legislative framework, issuing of AELs, approval of postponement applications, variation requests and renewals of AELs, monitoring and compliance of air quality and enforcement	DEFF, Eskom, Provinces and Municipalities	Applicable personnel budget



Institutional Mechanism	Lifespan of the institutional mechanism	Description of the purpose of the mechanism	Capacity of the department for coordination	
			Human resources	Budget
Eskom/ DAFF Steering committee Meetings	Ongoing	Quarterly engagements on Eskom's biodiversity related initiatives, in particular biodiversity offsets.	Eskom and DA	Applicable personnel budget
Inter-governmental Committee on climate change	Ongoing	Discussions on South Africa's position on climate change and development of supporting legislation	DEFF, DPE, Eskom	Applicable personnel budget
National Committee on Climate Change	Ongoing	Discussions on South Africa's position on climate change and development of supporting legislation by multi-stakeholder groups	DPE, DEFF, Eskom	Applicable personnel budget
StatsSA committee on domestication of the SDGs	Ongoing	Intergovernmental plus Eskom discussions on how to domesticate the SDGs.	Eskom, StatsSA	Applicable personnel budget

## SECTION 5: Potential Areas of Collaboration

- Ensure that the existing DEFF and DHSWS bilateral with Transnet are maintained to ensure that projects are discussed well in advance
- DPE DMRE discussion forum required on the IRP and allocation of technology as per the IRP. For Eskom to meet its SD targets there has to be a more diverse energy mix
- Need for involvement of DOH and DHSWS in Eskom's air quality offsets programme
- Ensure that mining activities are authorised to avoid land used for government and related SOC purposes



**SECTION 6: Outcomes and key priority indicators for the EIP over a five-year Plan or Programme (including NSSD headline indicators)**

Outcome to be Achieved	How (Mean/ Activities)	Who	Annual Targets					Indicators for the five year target
			2018/19	2019/20	2020/21	2021/22	2022/23	
Transnet SOC Limited								
Waterberg Heavy Haul project completed	Project development and options generated; evaluation of options (project design); options selection and confirmation of viability (Application for EIA, WUL and WML); and project execution (construction)	Transnet	Commence with the integrated FEL 2 studies	Complete integrated FEL 2 studies	None	None	None	Finalise FEL 2 deliverables and complete the review.
Richards Bay Expansion Programme – Mineral Mining and Chrome completed	Obtaining EIA, WUL, Heritage Permit and AEL	Transnet	Pass FEL 2 Gate Review	Commence with environmental approval processes (licences and permits)	None	None	None	Finalise FEL 2 deliverables (programme went back to FEL 2, a new layout option has been selected.
Manganese Export Facility operational	Project development and options generated; evaluation of options (project design); options selection and confirmation of viability (Application for EIA, WUL, WML);	Transnet	EPCM appointed to validate optimized scope detailed engineering design	Optimized Scope design validation completed and detailed design finalised.	Project execution commenced	Environmental Specialist monitoring and reporting ongoing	Environmental Specialist monitoring and reporting to be concluded for construction period.	Obtain all required amendments and additional permits and licenses.

Outcome to be Achieved	How (Mean/ Activities)	Who	Annual Targets					Indicators for the five year target
			2018/19	2019/20	2020/21	2021/22	2022/23	
	and project execution (construction)		Environmental Consultant and Specialists appointed to undertake EA & WUL amendment processes for optimized scope	EA, EMPR and WUL amendment processes completed and amendments obtained.	Environmental Specialist to undertake plant search and rescue. Environmental Specialist monitoring programmes ongoing		Monitoring requirements handed over for implementation during operational phases	Initiate and undertake all requirement monitoring up to completion of construction
			EA & WUL amendment processes to be initiated together with required specialist investigations	Specialist pre-construction monitoring programmes initiated and completed. Pre-construction approvals obtained from DEFF. All other permits and licenses applied for and obtained. Procure and appoint Flora Specialist for plant search and rescue				

Outcome to be Achieved	How (Mean/ Activities)	Who	Annual Targets					Indicators for the five year target
			2018/19	2019/20	2020/21	2021/22	2022/23	
Overvaal bypass project completed	Project concept development and options generated; evaluation of options (project design); options selection and confirmation of viability (Application for EIA, WUL, WML); and project execution (construction).	Transnet	Reduce EIA scope and initiate specialists studies	Complete specialists studies	Obtain all EAs and WULs	None	None	WUL and EA in Transnet possession
			Procurement of FEL 2 consultant	Start EIA and WUL application process	Complete FEL 2			
			Complete Geo-technical investigation and Start engineering design	Complete engineering design FEL 2 gate review				
<b>Eskom Holdings SOC Limited</b>								
Electrification	The long-term objective is to achieve one million (1 000 000) connections over five years with the support of having all required environmental approvals in place, including EAs, WULs and Tree Cutting Permits.	Eskom	Two hundred thousand (200 000) new connection	Two hundred thousand (200 000) new connection	Two hundred thousand (200 000) new connection	Two hundred thousand (200 000) new connection	Two hundred thousand (200 000) new connection	One million (1 000 000) connections

Outcome to be Achieved	How (Mean/ Activities)	Who	Annual Targets					Indicators for the five year target
			2018/19	2019/20	2020/21	2021/22	2022/23	
Capital Expansion projects	Obtaining all required environmental approvals for Medupi and Kusile including EAs, WULs, AELs and WML	Eskom	Medupi Unit 3	Medupi Units 2 & 1, Kusile Units 2 & 3	Kusile Units 4 & 5	Kusile Unit 6		Commercial operation of Medupi and Kusile
<b>SAFCOL</b>								
Management of Mining Activities on State Forest Land	Continuous engagements with relevant stakeholders to ensure effective management of mining activities on state forest land so as to ensure that the land remain viable/ certified for forestry activities	SAFCOL	Continuous engagements with relevant stakeholders to ensure effective management of mining activities on state forest land	Continuous engagements with relevant stakeholders to ensure effective management of mining activities on state forest land	Continuous engagements with relevant stakeholders to ensure effective management of mining activities on state forest land	Continuous engagements with relevant stakeholders to ensure effective management of mining activities on state forest land	Continuous engagements with relevant stakeholders to ensure effective management of mining activities on state forest land	Continuous engagements with relevant stakeholders to ensure effective management of mining activities on state forest land

<b>Section 7: Acronyms</b>	
<b>AEL</b>	Atmospheric Emission Licence
<b>CFO</b>	Chief Financial Officer
<b>DA</b>	Department of Agriculture
<b>DEFF</b>	Department of Environmental, Forestry and Fisheries
<b>DHSWS</b>	Department Of Human Settlements, Water and Sanitation
<b>DMRE</b>	Department of Mineral Resources and Energy
<b>DOH</b>	Department of Health
<b>DPE</b>	Department of Public Enterprises
<b>EA</b>	Environmental Authorisation
<b>ECO</b>	Environmental Control Officer
<b>EDCC</b>	Eskom/ DEFF Coordination Committee for EIAs
<b>EIA</b>	Environmental Impact Assessment
<b>EIMP</b>	Environmental Implementation and Management Plan
<b>EIP</b>	Environmental Implementation Plan
<b>EMP</b>	Environmental Management Plan
<b>EMPr</b>	Environmental Management Programme
<b>EPCM</b>	Engineering, Procurement, Construction Management
<b>Eskom</b>	Eskom Holdings SOC Limited
<b>FEL 2</b>	Front End Loading 2 (second phase of planning)
<b>FGD</b>	Flue-Gas Desulphurisation
<b>FSC</b>	Forest Stewardship Council
<b>GDP</b>	Gross Domestic Product
<b>HR</b>	Human Resources
<b>IDZ</b>	Industrial Development Zone
<b>IPAP</b>	Industrial Policy Action Plan
<b>IRP</b>	Integrated Resource Plan
<b>ISO</b>	International Organization for Standardization
<b>JSC</b>	Joint Steering Committee
<b>JWC</b>	Joint Working Committee
<b>KZN</b>	Kwa-Zulu Natal
<b>MoU</b>	Memorandum of Understanding
<b>MRO</b>	Maintenance, Repair and Overhaul
<b>mtpa</b>	metric tonnes per annum
<b>MTSF</b>	Mid-Term Strategic Framework
<b>NDP</b>	National Development Plan
<b>NEMA</b>	National Environmental Management Act, Act No 107 of 1998
<b>NERSA</b>	National Energy Regulation Of South Africa
<b>NFA</b>	National Forest Act, Act No 84 of 1998
<b>NGP</b>	National Growth Plan
<b>NHRA</b>	National Heritage Resources Act, Act No 25 of 1999



NPAES	National Protected Areas Expansion Strategy
NSSD	National Strategy for Sustainable Development and Action Plan
NWA	National Water Act, Act No 36 of 1998
SA	South Africa
SA Express	South African Express Airways SOC Limited
SAA	South African Airways SOC Limited
SADC	Southern African Development Community
SAFCOL	South African Forestry Company Limited
SEMA	Specific Environmental Management Acts
SGDs	Sustainable Development Goals
SIPs	Strategic Integrated Projects
SOCs	State Owned Companies
StatSA	Statistics South Africa
WML	Waste Management Licence
WUL	Water Use Licence
WULA	Water Use Licence Application



## ANNEXURE A: TEMPLATE FOR TYPICAL SUSTAINABLE DEVELOPMENT INDICATORS

Indicator Name	REPORTING REQUIREMENT						REPORTING APPLICABLE			REPORTING FREQUENCY			
	NDP/ MTSF	NSSD	OUTCOME 10	OUTLOOK	NEMA	DPE	OTHER	NATIONAL	PROVINCIAL	LOCAL	QUARTERLY	ANNUALLY	OTHER
Waterberg Heavy Haul	x	x	x		x	x		x			x		
Richards Bay Expansion Programme – Mineral Mining and Chrome and Chrome completed	x	x	x		x	x		x			x		
Manganese Export Facility operational	x	x	x		x	x		x			x		
Overvaal bypass project completed	x	x	x		x	x		x			x		
Electrification	x	x	x		x	x		x			x		
Capital Expansion projects	x	x	x		x	x		x			x		
Management of Mining Activities on State Forest Land	x	x	x		x	x		x			x		

## DEPARTMENT OF PUBLIC ENTERPRISES

NO. 666

30 July 2021

**NATIONAL PORTS ACT 12 OF 2005****INCORPORATION OF NATIONAL PORTS AUTHORITY SOC LIMITED**

Published under Government Notice [insert] in *Government Gazette* [insert] of [insert] June 2021.

I, Pravin Gordhan, Minister of Public Enterprises, hereby give notice of my intention to take steps, in accordance with section 3(2) of the National Ports Act, 2005 (Act 12 of 2005) ("the Act") for the incorporation of the National Ports Authority of South Africa as a company contemplated in section 3(3) of the Act. The company will be incorporated under the name "National Ports Authority SOC Limited", with Transnet SOC Limited as its sole shareholder.

(signed)

**Pravin Gordhan**

**Minister of Public Enterprises**

**DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION****NO. 663****30 July 2021****COMPETITION COMMISSION****NOTICE IN TERMS OF SECTION 10(7) OF THE COMPETITION ACT 89 OF 1998 (AS AMENDED): SOUTH AFRICAN PETROLEUM INDUSTRY ASSOCIATION GRANTED CONDITIONAL EXEMPTION**

On 22 December 2015, the South African Petroleum Industry Association ("SAPIA") and its members applied to the Competition Commission of South Africa ("Commission") in terms of section 10(1)(b) of the Competition Act 89 of 1998, as amended ("the Act") to be exempted from certain provisions of section 4 of the Act ("2015 Exemption"). The exemption was sought for a period of 5 (five) years from 1 January 2016 ending on 31 December 2020.<sup>1</sup>

Notice is hereby given in terms of section 10(7) of the Act that the Commission has extended the 2015 Exemption for a period of 6 (six) months from 01 July 2021 up to and including 31 December 2021 and on the same terms and conditions as published in Government Gazette No.34651 of 7 October 2011.

The exemption granted by the Commission covers a wide range of agreements and practices which, according to SAPIA, are required to ensure the continuity and stability of liquid fuels supply to various sectors and geographic locations of the South African economy. In particular, the exemption covers agreements and practices in the petroleum and refinery industry which are considered by the Commission to be in contravention of sections 4(1)(a) and (b) of the Act. SAPIA based its application on the premise that the aforesaid agreements and practices are required to obtain the objective set out under section 10(3)(b)(iv) of the Act.

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<sup>1</sup> See Commission Case Number 2015Dec0741

The Commission has previously, in response to the above mentioned application, granted SAPIA a conditional exemption in terms of section 10(2)(a) of the Act for a period of 6 (six) months starting from 01 January 2016 and ended on 30 June 2016. Upon expiry of the previous short-term conditional exemption (on 30 June 2021), the Commission extended such exemption as indicated above.

This was after the Minister for Trade, Industry and Competition designated the petroleum and refinery industry for a period of 6 (six) months starting from 01 January 2016 ending on 30 June 2016, subsequently extended to 31 December 2016, 31 December 2017; 31 March 2018; 30 September 2018; 31 March 2019, 30 June 2019, 31 December 2019; 31 December 2020; 31 March 2021 and 30 June 2021.

The Minister of Trade, Industry and Competition has subsequently granted the petroleum industry a 6 (six) month extension in respect of its designation status from 01 July 2021 up to and 31 December 2021.

SAPIA or any other person with substantial financial interest affected by this decision may appeal it to the Competition Tribunal in the prescribed manner in terms of section 10(8) of the Act.

Further queries should be directed to either Mr. Marlon Dasarath at [MarlonD@compcom.co.za](mailto:MarlonD@compcom.co.za) or Mr. Ruan Mare at [RuanM@compcom.co.za](mailto:RuanM@compcom.co.za).

**In correspondence, kindly refer to the following case number: 2015Dec0741**

## DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 667

30 July 2021



**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.

  
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- 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;

- 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.

- 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);

- 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.

- 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.

  
  
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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.

Approved Version

**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.

  
  
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Signed by King Tembinkosi  
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Approved Version

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,

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**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

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

SIGNFLOW.COM



**Dr Sipho Kabane**  
**Registrar: Council for Medical Schemes**

As witnesses:

1. 2. 

## DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 668

30 July 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

**South African National Association for Specialised Education**

(Hereinafter referred to as "SANASE")

A non-profit organisation registered in terms of the Non-profit Organisation Act, No. 79 of 1997, with registration number **016 -915 NPO** herein represented by Mamoroka Jacqueline Mehale in her capacity as the President.

(Hereinafter jointly referred to as "the Parties")

  
King Tembinkosi Bonakele  
30/03/2021 10:54:33 (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** SANASE is the national representative organisation for governing bodies of public schools and has over 7000 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** SANASE'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** SANASE 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 SANASE 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.

**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 SANASE 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. "SANASE" means the South African National Association for Specialised Education, a non-profit organization registered in terms of the Non-profit Organisation Act No. 79 of 1997 with registration number **016 -915 NPO**.

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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 MOUs (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)(ii) 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 or the Commission SANASE 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 SANASE Member Schools;
- 1.2.13. "Schools Act" means the South African Schools Act No. 84 of 1996;

Page 5 of 16

  
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Signed by King Tembinkosi  
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- 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 SANASE 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 SANASE will co-operate with each other to enable SANASE 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;
- 2.2.3. assist the Commission with the resolution of complaints by parents regarding non-compliance of specific schools to the pro-competitive principles governing the school uniform procurement process.

Page 6 of 16

  
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### 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 SANASE, 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.

#### *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;

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- 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 communicate to schools.
- 3.2.5. The SANASE shall 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 MOUs in place, the number of schools still having long-term MOUs in place and any other information that would be useful for purposes of tracking of compliance.
- 3.2.6. SANASE 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 GA 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, SANASE 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 SANASE 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 SANASE is unable to successfully resolve the issue between the party lodging the query and its member school, SANASE and or the Complainant shall refer the matter to the Commission for investigation.

#### **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 –

  
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Signed by King Tembinkosi  
Bonakele,  
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5.1.1. The Commission may, in its discretion, make the CC1 Form available to SANASE.

5.1.2. The Commission may, in its discretion, invite SANASE 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 SANASE, 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;

6.2.2. facilitate and manage awareness and capacity building programs intended to establish and maintain the necessary expertise for SANASE 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 SANASE on issues

Page 10 of 16

  
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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 SANASE 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 8, 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 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 willful 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.
- 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

Page 12 of 16

  
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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 SANASE:**

Name: Mr. Sipho Nkosi

Position: Secretary General

Contact number: 084 314 4033

E-mail address: sanasesecretary@gmail.com

And

**For the Commission:**

Mrs. Khanyisa Qobo

Divisional Manager: Advocacy

Contact number: (012) 394 3580

E-mail address: [KhanyisaQ@compcom.co.za](mailto:KhanyisaQ@compcom.co.za)

- 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

  
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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.

## 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

Page 14 of 16

  
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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:

**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

**South African National Association for Specialised Education:**

Address....Bright Future Special School

268 Center Road

Newlands East

4037

Contact Person: Sipho Nkosi, Position –Secretary General

  
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Signed by King Tembinkosi  
Bonakele,

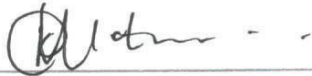
SIGNIFLOW.COM

**16. 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 11:27:40 (UTC+02:00)  
Signed by King Tembinkosi  
Bonakele,  
\_\_\_\_\_  
COMPETITION COMMISSION

**WITNESS 1**



**WITNESS 2**

Signed at Polokwane on this 8<sup>th</sup> day of February 2021 by  
Name: Mamoroka Jaqueline Mehale in her capacity as President, South African National  
Association for Specialised Education



**SOUTH AFRICAN NATIONAL ASSOCIATION FOR SPECIALISED EDUCATION**

  
**WITNESS 1**

**WITNESS 2**

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## GENERAL NOTICES • ALGEMENE KENNISGEWINGS

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### DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

#### GENERAL NOTICE 433 OF 2021



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>

APPLICATION FOR THE CONTINUATION OF STATUTORY MEASURES  
(REGISTRATION, RECORDS AND RETURNS AND A LEVY ON COTTON LINT)  
IN TERMS OF THE MARKETING OF AGRICULTURAL PRODUCTS ACT, 1996, (ACT NO 47 OF 1996),  
(MAP ACT) AS AMENDED

•••

#### INVITATION TO DIRECTLY AFFECTED GROUPS IN THE COTTON INDUSTRY TO FORWARD COMMENTS REGARDING THE REQUEST FROM COTTON SOUTH AFRICA

In terms of section 11 of the Marketing of Agricultural Products Act, 1996 (Act No. 47 of 1996) (MAP Act), the NAMC hereby announce that the Minister of Agriculture, Land reform and Rural Development has received a request from Cotton South Africa (NPC), on behalf of the directly affected groups in the cotton industry, for the continuation of the following statutory measures for four years as from 1 April 2022:

- Registration with Cotton South Africa of producers, purchasers, processors, importers and exporters of cotton (in terms of section 19 of the MAP Act);
- the keeping of records and the submission of returns to Cotton South Africa by exporters, importers, processors and purchasers of cotton (in terms of section 18 of the MAP Act); and
- a statutory levy on cotton lint at an increased rate of **27.3c/kg** (VAT excluded) for 4 years, with annual adjustments equal to the preceding year's consumer price index published by Stats SA and communicated by Cotton South Africa, as from 1 April 2023, payable by South African ginners on cotton lint produced.

Statutory measures currently in place and administered by Cotton South Africa, namely the statutory levy of **26.5c/kg** (VAT excluded) on cotton lint produced, payable by ginners to Cotton South Africa, as well as the statutory measures relating to registration with Cotton South Africa of producers, purchasers, processors, importers and exporters of cotton and the keeping of records and the submission of returns to Cotton South Africa by exporters, importers, processors and purchasers of cotton, will lapse on 31 March 2022.

The current main functions of Cotton South Africa that will be continued with and which would be partly funded from the levy income, include the following:

- Acting as an industry forum for all cotton role players in the value chain.
- Developing of industry intelligence to inform sector decision-making and the rendering of information services to all role players.
- Enhancing of the marketability of cotton through official standards and standardised procedures, research and training.
- Creating awareness on cotton and its many uses.
- Coordination and co-financing of production research and development.
- Facilitation of transformation and growth of the cotton sector in an inclusive manner; and
- Assisting in driving the cotton sector towards sustainable practices that support economic, environmental and social operations.

The affected role-players as represented on the Board of Cotton South Africa, *i.e.* from farm to retail including labour, all supported the continuation of the statutory measures. Letters of support were received from:

- the South African Cotton Producers' Organisation which is the representative body for all South African cotton farmers.
- the South African Cotton Ginners' Association who represents the cotton ginners.
- the present 4 cotton spinners.
- the National Clothing Retail Federation of South Africa.
- the South African National Consumer Union and
- the South African Cotton Textile Workers Union.

The purpose and aims of the continuation of statutory measures are to enable Cotton South Africa to perform the following functions, which would be partly funded from the levy income:

- a) the rendering of information services to all role players;
- b) promotion of cotton production and usage;
- c) co-ordination of research;
- d) maintenance of quality standards and norms and provision of training in this regard;
- e) facilitation of the development of the emerging cotton production sector; and
- f) to act as the representative industry forum.

According to the applicant, the budgeted income from the proposed levies is estimated between R5.5 million and R9.0 million per annum on local production of cotton lint for the proposed levy period of 1 April 2022 – 31 March 2026. These forecasts are based on the assumption that a steady increase in the cotton crop is expected for the next few years and an inflation rate of approximately 5% per year. Other income for Cotton South Africa includes amongst others, contributions for small-scale farmer training, income from the provision of grading services to outside parties, cotton mark royalties, and investment income.

As the proposed continuation of statutory measures is consistent with the objectives of the MAP Act, the NAMC is investigating the possible implementation of the proposed statutory measures.

**Directly affected groups in the cotton industry are kindly requested to submit comments or objections regarding the proposed continuation of statutory measures to the NAMC in writing (e-mail [lizettem@namc.co.za](mailto:lizettem@namc.co.za)) on or before 20 August 2021, to enable the Council to formulate its recommendation to the Minister in this regard.**

## DEPARTMENT OF EMPLOYMENT AND LABOUR

## GENERAL NOTICE 434 OF 2021

## LABOUR RELATIONS ACT, 1995

## BARGAINING CONCIL FOR THE FURNITURE MANUFACTURING INDUSTRY KWAZULU NATAL: EXTENSION OF PERIOD OF OPERATION OF THE PROVIDENT FUND AND MORTALITY BENEFIT ASSOCIATION COLLECTIVE AGREEMENT

I, **STEPHEN RATHAI**, Director: Collective Bargaining, duly authorised thereto by the Minister of Employment and Labour, hereby, in terms of section 32(6)(a)(i) of the Labour Relations Act, 1995, extend the period fixed in Government Notice No R.1187 of 30 September 2016 by a further period ending **31 December 2021**.



DIRECTOR: COLLECTIVE BARGAINING

DATE: 22 / 07 / 2021

## UMNYANGO WEZEMISEBENZI NEZABASEBENZI

R. ....

USUKU: .....

## UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

## BARGAINING CONCIL FOR THE FURNITURE MANUFACTURING INDUSTRY KWAZULU NATAL: UKUVUSELELWA KWESIKHATHI SOKUSEBENZA KWESIVUMELWANO SESIKHWAMA ESIHLINZEKAYO KANYE NESENHLANGANO YENZUZO YOKUFA

Mina, **STEPHEN RATHAI**, uMqondisi Wezokuxoxisana phakathi kwabaQashi naBasebenzi, ngegunya likaNgqongqoshe Wezemisebenzi Nezabasebenzi, lapha ngokwesigaba 32(6)(a)(i) soMthetho Wobudlelwano Kwezabasebenzi, ka-1995, ngimemezela ukuthi isikhathi sokusebenza kwesivumelwano esinqunywe kwiSaziso sikaHulumeni esingunombolo R.1187 womhlaka 30 kuMandulo 2016 sengeziwe ngesikhathi esiphela ngomhlaka **31 kuZibandlela 2021**.


UMQONDISI WEZOKUXOXISANA PHAKATHI  
KWABAQASHI NABASEBENZI

USUKU: 22 / 07 / 2021

## DEPARTMENT OF EMPLOYMENT AND LABOUR

## GENERAL NOTICE 435 OF 2021

## REGISTRATION OF A TRADE UNION

I, Lehlohonolo Daniel Molefe, Registrar of Labour Relations, hereby notify, in terms of section 109(2) of the Labour Relations Act, 1995, that **Arise Msebenzi Union of South Africa (AMUSA) (LR 2/6/2/3165)** has been registered as a trade union with effect from 07 July 2021



REGISTRAR OF LABOUR RELATIONS

**DEPARTMENT OF MINERAL RESOURCES AND ENERGY**

**GENERAL NOTICE 436 OF 2021**

*SOUTH AFRICAN*



*CIVIL AVIATION  
AUTHORITY*



**CO-OPERATIVE AGREEMENT**

**IN RESPECT OF THE MONITORING AND CONTROL OF  
RADIOACTIVE MATERIAL OR EXPOSURE TO IONISING RADIATION**

**ENTERED INTO BY AND BETWEEN**

**THE NATIONAL NUCLEAR REGULATOR**

(hereinafter referred to as “the NNR”)

**AND**

**THE SOUTH AFRICAN CIVIL AVIATION AUTHORITY**

(hereinafter referred to as “the SACAA”)

**Jointly referred to as “the Parties”**

## PREAMBLE

The Parties:

- (a) **Having regard to** the provisions of section 6 of the National Nuclear Regulator Act, 1999 (Act No. 47 of 1999) (“National Nuclear Regulator Act”) read together with the provisions of the National Nuclear Regulator Act: Regulations (“the Regulations”) in terms of section 6(3) of the National Nuclear Regulator Act on Co-operative Governance in respect of the Monitoring and Control of Radioactive Material or Exposure to Ionising Radiation published under Government Notice No. 709 of 24 May 2002;
- (b) **And having regard to** the Co-operative Agreement in respect of the Monitoring and Control of Radioactive Material or Exposure to Ionising Radiation entered into between the Parties in August 2007 pursuant to the provisions of section 6 of the National Nuclear Regulator Act;
- (c) **And having regard to** the provisions of section 35 and 40 of the Intergovernmental Relations Framework Act, 2005 (Act No. 13 of 2005);
- (d) **Desiring to** revise the Co-operative Agreement entered into between the Parties in August 2007 and to conclude a revised Co-operative Agreement to foster stronger co-operation between the Parties;
- (e) **Recognising that** the National Nuclear Regulator (“the NNR”) has responsibilities with regard to the regulation of any action, which is capable of causing nuclear damage, in terms of the National Nuclear Regulator Act;
- (f) **Recognising that** the South African Civil Aviation Authority (“the SACAA”) also has responsibilities with regard to the regulation of transportation of radioactive materials by air in terms of the Civil Aviation Act, 2009 (Act No. 13 of 2009) (“the Civil Aviation Act”) read together with the Civil Aviation Regulations, 2011 (“CARs, 2011”);
- (g) **Recognising that** the Parties have overlapping statutory responsibilities with regard to the regulation of radioactive materials transported by air, in terms of their respective legislations;
- (h) **Recognising and respecting** each other’s autonomy and statutory responsibilities whilst recognising the NNR as the lead authority in the regulation of any actions, which is capable of causing nuclear damage, with a view to protecting persons, property and the environment against nuclear damage.

**Now therefore the Parties agree as follows–****1. Definitions**

For the purpose of this Co-operative Agreement, unless the context indicates otherwise:

- 1.1. **“Agreement”** means this Co-operative Agreement including all attachments and appendices hereto and all documents incorporated by reference herein;
- 1.2 **“Chief Executive Officer”** means the National Nuclear Regulator CEO and the Director of Civil Aviation;
- 1.3 **“Confidential information”** shall mean any information which is prohibited to be disclosed in terms of section 51 of the National Nuclear Regulator Act, 1999 (Act No. 47 of 1999), and the Parties’ respective technologies or businesses made available by the disclosing party to the receiving party, including without limitation, information data, know how, formulas, concepts ,tests, drawings, information and data relating to business operations, plans, financial situation, authorisation holders and employees;
- 1.4 **“Day”** means any calendar day, excluding Saturdays, Sundays and public holidays within the Republic of South Africa;
- 1.5. **“Lead responsibility”** refers to the overall primary responsibility, both administratively and financially for an activity;
- 1.6 **“National Executive Authority”** means a cabinet member who is accountable to Parliament for a public entity or, in whose portfolio it falls. In this Agreement, it means the Minister of Energy and/ or Minister of Transport;
- 1.7. **“Reasonably sufficient time”** means–
  - (a) in the case of development of legislation, regulations, standards or policy matters, sixty (60) days;
  - (b) in the case of other documents, thirty (30) days;
  - (c) in the case of participation in urgent investigations, at least ten (10) days before the date of the activity;
  - (d) in the case of press releases, at least two (2) days and where urgent at least three (3) hours before the release of the press statement; and
  - (e) in the case of a normal exemption from the Civil Aviation Regulations, 2011 15 (fifteen) working days and in the case of an urgent exemption, 3 (three) working days.

- 1.8. **“Support responsibility”** means to provide input into an activity;
- 1.9 **“Transportation by air”** means transporting, or causing to be transported, by air and includes all operations and conditions associated with and involved in the movement of nuclear or other radioactive material by air such as the preparation, consigning, loading, carriage, including in-transit storage, unloading and receipt at the final destination of loads of such material and packages.
- 1.10 **“Work-plan”** means a document to be used to measure the effective implementation of this Agreement.

## 2. Purpose of this Agreement

- 2.1 The aim of this Agreement is to promote co-operation, good conduct, participation, integration and co-ordination between the Parties in the monitoring and control of nuclear hazards transportation by air and includes, but is not limited, to –
  - 2.1.1 policy development and implementation;
  - 2.1.2 the exercise of statutory powers;
  - 2.1.3 the performance of a statutory function;
  - 2.1.4 the development and provision of a service or product;
  - 2.1.5 provision of information and guidance;
  - 2.1.6 the implementation of a government programme; or
  - 2.1.7 managing a joint programme or projects.
- 2.2 The objectives and priorities of this Agreement are to–
  - 2.2.1 ensure the effective monitoring and control of any action, which is capable of causing nuclear damage during transportation by air;
  - 2.2.2 co-ordinate the exercise of such functions;
  - 2.2.3 minimise the duplication of such functions and procedures regarding the exercise of such functions, comment of draft regulations, sharing knowledge; and
  - 2.2.4 promote consistency in the exercise of such functions.
- 2.3 The Parties agree to act jointly in pursuit of the aims and objectives of this Agreement, to act in good faith and reasonably and warrant that they shall not do anything or refrain from doing anything that might prejudice or detract from the powers or functions of each other.

### **3. Roles and responsibilities**

- 3.1 In terms of the National Nuclear Regulator Act, the role and responsibilities of the NNR are to, but not limited to—
  - 3.1.1 develop legislation, safety and security standards and regulatory practices, regulations, conditions of authorisation and guidelines;
  - 3.1.2 issue nuclear authorisations;
  - 3.1.3 investigate accidents and incidents and other occurrences;
  - 3.1.4 conduct inspections and audits;
  - 3.1.5 enforce applicable legislation; and
  - 3.1.6 conduct research and development on radiation hazards.
- 3.2 In accordance with the Civil Aviation Act, the role and responsibilities of the SACAA are, but not limited to –
  - 3.2.1 develop legislation, safety and security standards and regulatory practices, regulations, conditions of authorisation and guidelines;
  - 3.2.2 consider and process applications for exemptions and consider input from the NNR, when necessary, in doing so;
  - 3.2.3 investigate aviation accidents and incidents and other occurrences;
  - 3.2.4 conduct inspections and audits;
  - 3.2.5 enforce applicable legislation; and
  - 3.2.6 issue press releases.

### **4. Co-ordination of functions**

- 4.1 The Parties agree to co-ordinate their respective functions with respect to –
  - 4.1.1 the monitoring, control and enforcement of actions, which are capable of causing nuclear damage;
- 4.2 The NNR shall have the lead responsibility in all the activities listed in clause 3.1 and any other activities provided for in terms of the National Nuclear Regulator Act and the SACAA shall, when necessary, provide support to the NNR.

- 4.3 The SACAA shall take the lead responsibility in all aviation activities listed in clause 3.2 and any other activities provided for in terms of the Civil Aviation Act and the CARs, 2011 and the NNR shall, when necessary, provide support to the SACAA.
- 4.4 The party with the lead responsibility shall consult with the party with support responsibility on identified activities, or any other activity not identified in this Co-operative Agreement in which a party may have the lead responsibility, to enable the party with support responsibility to participate, make inputs and recommendations in the activity consulted upon.
- 4.5 The party with the lead responsibility shall provide to the party with support responsibility all necessary and relevant information, and reasonably sufficient time to enable the party with support responsibility to have a meaningful participation and make informed inputs and recommendations.
- 4.6 The party with the lead responsibility shall duly consider the inputs and recommendations made by the party with support responsibility prior to the party with the lead responsibility concluding its processes and making its findings, decisions, or recommendations public. As and when the circumstances require, the Parties agree to make joint findings, decisions or recommendations.
- 4.7 The Parties shall ensure that during consultations the following principles are upheld:
  - 4.7.1 co-ordination of the exercise of functions;
  - 4.7.2 elimination, and where impossible, minimisation of unnecessary duplication of administrative and safety requirements;
  - 4.7.3 compliance with applicable safety requirements;
  - 4.7.4 elimination and prevention of conflicting administrative and safety requirements; and
  - 4.7.5 avoidance of issuing conflicting instructions.
- 4.8 The Parties agree to communicate to each other and provide each other with written reports on anomalies identified by a party during the performance of its functions, that may have a bearing on the responsibilities of the other party and both Parties shall co-ordinate the resolution of the identified anomalies.

## **5. Mechanisms and procedures for co-operation between the Parties**

- 5.1 The Parties agree to establish the following institutional mechanisms, including their composition and functions, for the effective management and implementation of this Agreement:

- 5.1.1 A Co-ordinating Committee comprising of the Chief Executive Officers of the Parties or his/her delegate and two more persons from each party, nominated by the Chief Executive Officers;
- 5.1.2 A Working Group Committee comprising of an adequate number of representatives from each party and a person designated by the Chief Executive Officers shall head the representatives of each party.

**5.2 The Co-ordinating Committee shall–**

- 5.2.1 meet as and when it is considered necessary;
- 5.2.2 be chaired by the Chief Executive Officers, alternating;
- 5.2.3 consider and approve the work-plan to implement this Agreement;
- 5.2.4 convene to resolve disputes referred to it by the Working Group Committee;
- 5.2.5 review the implementation of this Agreement; and
- 5.2.6 maintain records of the committee meetings/or interactions

**5.3 The Working Group shall–**

- 5.3.1 meet as and when required but not less than once a year;
- 5.3.2 ensure co-operation between the Parties and identify the tasks to be performed to give effect to this Agreement;
- 5.3.3 establish working groups, where the need arises, to conduct the tasks identified to be performed to give effect to this Agreement;
- 5.3.4 as and when a dispute arises, convene to consult and negotiate in an attempt to settle any such dispute. In the event that the dispute remains unresolved, the dispute will be escalated to the Co-ordinating Committee;
- 5.3.5 submit reports to the Co-ordinating Committee; and
- 5.3.6 maintain records of the Committee meetings/or interactions.

**5.4 The Working Group shall develop and agree on a work-plan to implement this Agreement. The work plan shall state the following minimum information–**

- 5.4.1 objectives;
- 5.4.2 measurable indicators;
- 5.4.3 outcomes and/or outputs;
- 5.4.4 timelines; and

#### 5.4.5 budget.

### 6. Expert assistance and support

The Parties agree, as and when required, to provide the following expert assistance and support to each other–

- 6.1 The NNR shall provide radiation expert assistance and support to the SACAA; and
- 6.2 The SACAA shall provide expert assistance and support to the NNR in respect of transportation of radioactive materials by air.

### 7. Information sharing and communication

The Parties agree to share relevant information as soon as practically possible and the means of communication shall be in accordance with the established communication protocol annexed to the Agreement marked “A”.

### 8. The use of safety and security standards

The Parties agree to use and apply the following standards for the regulation, monitoring and control of radiation falling within their respective responsibilities–

- 8.1. Regulation on Safety Standards and Regulatory Practices promulgated in terms of section 36 of the National Nuclear Regulator Act, as amended;
- 8.2. The Civil Aviation Regulations, 2011 made in terms of section 155(1) of the Civil Aviation Act, 2009 and ICAO Doc 9284, the Technical Instructions for the Safe Transport of Dangerous Goods by Air, as amended; and
- 8.3 Any other act, regulations, standards, guidelines, procedures that may be promulgated or developed from time to time in terms of each Party's legislative framework.

### 9. Confidentiality

- 9.1 Each Party shall treat information furnished by the other party for purposes of the execution of this Agreement, as confidential.
- 9.2 A party so furnished with information shall not disclose such information to another person without the prior written consent of the other party and shall take reasonable steps to ensure that such information is not disclosed to another person.
- 9.3 Both Parties shall keep all commercially sensitive information obtained by them in the context of the Agreement confidential and shall not divulge it without the written approval of the other Party.

- 9.4 It is envisaged that pursuant to this Agreement, information, reports or data and related matter, whether of a confidential or proprietary nature or not, belonging to either Party may be disclosed or otherwise become available to the other Party. Each Party agrees to:
- 9.4.1 use such information, reports or data and related matter solely in connection with the performance of its obligations in terms of this Agreement.
  - 9.4.2. restrict the use of such information, reports or data and related matter exclusively to the purpose directed by the other Party.
- 9.5 Without limiting any obligations placed on the Parties, the above provisions relating to disclosure or use of confidential information shall not apply to:
- 9.5.1 information which can be shown by written documentation to be in the public domain at the time of disclosure or later becomes publicly available other than through breach of this Agreement and could be obtained by any person with no more than reasonable diligence.
  - 9.5.2 information that is disclosed with prior written approval of the disclosing party.
  - 9.5.3 information disclosed pursuant to any bona fide subpoena, provided that written notice of such subpoena shall be given to the disclosing party to make such objections or otherwise intervene in the proceedings, as it deems proper.

## **10. Resolution of disputes**

- 10.1 The Parties agree that, any dispute arising between them relating to the implementation, interpretation, application, breach of, or non-compliance with this Agreement shall be resolved as follows:
- 10.1.1 a dispute shall be initiated in writing by an Aggrieved Party;
  - 10.1.2 the Parties shall, within thirty (30) days from the initiation of the dispute, make all reasonable efforts, in good faith to settle any such dispute through consultation and negotiation;
  - 10.1.3 if the dispute remains unresolved, it shall be immediately referred to the Co-ordinating Committee. The Co-ordinating Committee shall, within sixty (60) days from date of referral, convene and make all reasonable efforts to resolve the of dispute;
  - 10.1.4 if the dispute remains unresolved after referral to the Co-ordinating Committee, the details of such dispute shall

immediately be reported to the relevant executive authorities for their determination.

**11. Record of delegation**

No delegations have been made in terms of section 238 of the Constitution of the Republic of South Africa, 1996.

**12. Liaison**

12.1 The designated offices by the respective Parties for the coordination and management of this Agreement are as follows:

**NNR:**

Manager Communications and Stakeholder Relations  
Eco Glades 2  
Block G, Eco Glades Office Park  
420 Witch Hazel Avenue  
Highveld Ext 75, Eco Park  
Centurion  
0157  
Email: gmoonsamy@nnr.co.za

**SACAA:**

Executive Manager: Aviation Security  
Ikhaya Lokundiza  
Building 16, Treur Close  
Waterfall Park  
Bekker Street, Midrand  
Telephone: 011 545 1144  
Email: gqekel@caa.co.za

**13. Duration and amendment of this Agreement**

13.1 This Agreement shall commence on the date of its signing and shall remain in force indefinitely, unless terminated by mutual Agreement between the parties in writing.

13.2 No amendment, alteration or variation of this Agreement shall be of any force or effect unless reduced to writing and signed by the Parties. Such changes shall be incorporated as an Addendum to this Agreement.

13.3 This Agreement shall be reviewed as and when required but no later than every 5 years.

#### **14. Legal Succession**

This Agreement shall be binding on the successors-in-title and permitted assigns of the Parties hereto.

#### **15. Whole Agreement**

This Agreement and its annexures constitutes the whole Agreement between the Parties. There are no other conditions, representation, whether oral or written and whether expressed or implied, applicable to this Agreement, save for those contained in this Agreement.

## DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

## GENERAL NOTICE 437 OF 2021

STANDARDS ACT, 2008  
STANDARDS MATTERS

In terms of the Standards Act, 2008 (Act No. 8 of 2008), the Board of the South African Bureau of Standards has acted in regard to standards in the manner set out in the Schedules to this notice.

## SECTION A: DRAFTS FOR COMMENTS

The following draft standards are hereby issued for public comments in compliance with the norm for the development of the South African National Standards in terms of section 23(2)(a) (ii) of the Standards Act.

Draft Standard No. and edition	Title, scope and purport	Closing Date
SANS 20904 Ed 2	<i>Hard coal – Sampling of slurries.</i> Sets out the basic methods for sampling fine coal, coal rejects or tailings of nominal top size <4 mm that is mixed with water to form a slurry.	2021-09-06
SANS 21998 Ed 1	<i>Interpreting services – Healthcare interpreting – Requirements and recommendations.</i> Specifies requirements and recommendations for healthcare interpreting services in spoken and signed communication.	2021-09-06
SANS 18013-1 Ed 2	<i>Information technology – Personal identification – ISO-compliant driving licence Part 1: Physical characteristics and basic data set.</i> Provides guidelines for the design format and data content of an ISO-compliant driving licence (IDL) in regard to both visual human-readable features and ISO machine-readable technologies.	2021-09-06
SANS 18013-2 Ed 2	<i>Information technology – Personal identification – ISO-compliant driving licence Part 2: Machine-readable technologies.</i> Prescribes requirements for the implementation of machine-readable technology on an IDL.	2021-09-06
SANS 18013-3 Ed 2	<i>Information technology – Personal identification – ISO-compliant driving licence Part 3: Access control, authentication and integrity validation.</i> Establishes guidelines for the design format and data content of an ISO-compliant driving licence (IDL) with regard to human-readable features (ISO/IEC 18013-1), machine-readable technologies (ISO/IEC 18013-2), and access control, authentication and integrity validation (ISO/IEC 18013-3).	2021-09-06
SANS 18013-4 Ed 2	<i>Information technology – Personal identification – ISO-compliant driving licence – Part 4: Test methods.</i> Describes the test methods used for conformity testing, that is methods for determining whether a driving licence can be considered to comply with the requirements of the ISO/IEC 18013 series.	2021-09-06
SANS 61158-3-11 Ed 1	<i>Industrial communication networks – Fieldbus specifications – Part 3-11: Data-link layer service definition – Type 11 elements.</i> Defines in an abstract way the externally visible service provided by the Type 12 fieldbus data-link layer in terms of the primitive actions and events of the service, the parameters associated with each primitive action and event, and the form which they take and the interrelationship between these actions and events, and their valid sequences.	2021-09-14
SANS 61158-3-20 Ed 1	<i>Industrial communication networks – Fieldbus specifications – Part 3-20: Data-link layer service definition – Type 20 elements.</i> Provides common elements for basic time-critical messaging communications between devices in an automation environment.	2021-09-14
SANS 60335-2-118 Ed 1	<i>Household and similar electrical appliances – Safety – Part 2-118: Particular requirements for professional ice-cream makers.</i> Deals with the safety of appliances for making ice cream and artisan gelato appliances taken into account are those intended for commercial use and similar appliances not intended for normal household use but which may nevertheless be a source of danger to the public, such as appliances intended to be used by laymen in shops, stores, by artisans or on farms, which rated voltage is not more than 250 V for single-phase appliances and 480 V for other appliances.	2021-09-06

SANS 62386-217 Ed 1	<i>Digital addressable lighting interface – Part 217: Particular requirements for control gear – Thermal gear protection (device type 16).</i> Specifies a bus system for control by digital signals of electronic lighting equipment which is in line with the requirements of IEC 61347 (all parts), with the addition of DC supplies.	2021-09-14
SATR 62271-312 Ed 1	<i>High-voltage switchgear and controlgear – Part 312: Guidance for the transferability of type tests of high-voltage/low-voltage prefabricated substations.</i> Refers to high-voltage / low-voltage prefabricated substations (hereinafter prefabricated substations) as specified in SANS 62271-202.	2021-09-14
SATR 62681 Ed 1	<i>Electromagnetic performance of high voltage direct current (HVDC) overhead transmission lines.</i> Provides general guidance on the electromagnetic environment issues of HVDC transmission lines.	2021-09-14
SATS 62344 Ed 1	<i>Design of earth electrode stations for high-voltage direct current (HVDC) links – General guidelines.</i> Applies to the design of earth electrode stations for high-voltage direct current (HVDC) links.	2021-09-14
SANS 60947-6-1 Ed 3	<i>Low-voltage switchgear and controlgear – Part 6-1: Multiple function equipment – Transfer switching equipment.</i> Applies to transfer switching equipment (TSE), to be used in power systems for ensuring the continuity of the supply and allowing the energy management of the installation, by transferring a load between power supply sources, the rated voltage of which does not exceed 1 000 V AC or 1 500 V DC.	2021-09-14
SANS 60947-6-2 Ed 3	<i>Low-voltage switchgear and controlgear – Part 6-2: Multiple function equipment – Control and protective switching devices (or equipment) (CPS).</i> Applies to control and protective switching devices (or equipment) (CPS), the main contacts of which are intended to be connected to circuits of rated voltage not exceeding 1 000 V AC or 1 500 V DC.	2021-09-14
SANS 60947-9-2 Ed 1	<i>Low-voltage switchgear and controlgear – Part 9-2: Active arc-fault mitigation systems – Optical-based internal arc-detection and mitigation devices.</i> Covers internal arc-fault control devices, hereinafter referred to as IACD, which are intended to detect internal arc-faults in low-voltage switchgear and controlgear assemblies, by processing (at a minimum) the optical effect of an internal arc-fault.	2021-09-14
SANS 61386-21 Ed 2	<i>Conduit systems for cable management – Part 21: Particular requirements – Rigid conduit systems.</i> Specifies the requirements for rigid conduit systems.	2021-09-14
SANS 61386-22 Ed 2	<i>Conduit systems for cable management – Part 22: Particular requirements – Pliable conduit systems.</i> Specifies the requirements for pliable conduit systems including self-recovering conduit systems.	2021-09-14
SANS 61386-23 Ed 2	<i>Conduit systems for cable management Part 23: Particular requirements – Flexible conduit systems.</i> Specifies the requirements for flexible conduit systems.	2021-09-14
SANS 62271-104 Ed 3	<i>High-voltage switchgear and controlgear – Part 104: Alternating current switches for rated voltages higher than 52 kV.</i> Applies to three-pole alternating current switches for rated voltages higher than 52 kV, having making and breaking current ratings, for indoor and outdoor installations, and for rated frequencies up to and including 60 Hz.	2021-09-14
SANS 62271-106 Ed 2	<i>High-voltage switchgear and controlgear – Part 106: Alternating current contactors, contactor-based controllers and motor-starters.</i> Applies to AC contactors or contactor-based controllers (or both) and motor-starters designed for indoor installation and operation at frequencies up to and including 60 Hz on systems with voltages above 1 000 V but not exceeding 24 000 V.	2021-09-14
SANS 60715 Ed 1	<i>Dimensions of low-voltage switchgear and controlgear – Standardized mounting on rails for mechanical support of switchgear, controlgear and accessories.</i> Specifies dimensional and functional requirements for the compatible mounting of switchgear, controlgear and accessories on some types of rails.	2021-09-14
SANS 60584-1 Ed 1	<i>Thermocouples – Part 1: EMF specifications and tolerances.</i> Specifies reference functions and tolerances for letter-designated thermocouples (Types R, S, B, J, T, E, K, N, C and A).	2021-09-16
SANS 15099 Ed 1	<i>Thermal performance of windows, doors and shading devices – Detailed calculations.</i> Specifies detailed calculation procedures for determining the thermal and optical transmission properties (e.g., thermal transmittance, total solar energy transmittance) of window and door systems based on the most up-to-date algorithms and methods, and the relevant solar and thermal properties of all components. .	2021-09-21

SANS 60584-1 Ed 1	<i>Thermocouples – Part 1: EMF specifications and tolerances.</i> Specifies reference functions and tolerances for letter-designated thermocouples (Types R, S, B, J, T, E, K, N, C and A). Temperatures are expressed in degrees Celsius based on the International Temperature Scale of 1990, ITS-90 (symbol $t_{90}$ ), and the EMF (symbol E) is in microvolts. This International Standard specifies the tolerances for thermocouples manufactured in accordance with this standard. The tolerance values are for thermocouples manufactured from wires, normally in the diameter range 0,13 mm to 3,2 mm, as delivered to the user and do not allow for calibration drift during use.	2021-09-16
SANS 10014 Ed 2	<i>Quality management systems – Managing an organization for quality results – Guidance for realizing financial and economic benefits.</i> Gives guidelines for realizing financial and economic benefits.	2021-09-14
SANS 12207 Ed 3	<i>Systems and software engineering – Software life cycle processes.</i> Provides processes that can be employed for defining, controlling, and improving software life cycle processes within an organization or a project.	2021-09-14
SANS 24748-2 Ed 1	<i>Systems and software engineering – Life cycle management – Part 2: Guidelines for the application of ISO/IEC/IEEE 15288 (System life cycle processes).</i> Guidelines for the application of ISO/IEC/IEEE 15288:2015. Addresses system, life cycle, organizational, project, and process, concept application, principally through reference to ISO/IEC/IEEE 24748-1 and ISO/IEC/IEEE 15288:2015.	2021-09-14
SANS 403 Ed 2	<i>Hard coal – Determination of moisture-holding capacity.</i> Gives reference to ASTM D1412 as a method of determining the moisture-holding capacity of hard coals.	2021-09-15
SANS 15238 Ed 2	<i>Solid mineral fuels – Determination of total cadmium content of coal.</i> Specifies a procedure for the determination of the total cadmium content of coal.	2021-09-15
SANS 12217-1 Ed 2	<i>Small craft – Stability and buoyancy assessment and categorization – Part 1: Non-sailing boats of hull length greater than or equal to 6 m.</i> Specifies methods for evaluating the stability and buoyancy of intact (i.e. undamaged) boats. The flotation characteristics of boats vulnerable to swamping are also encompassed.	2021-09-15
SANS 12217-2 Ed 2	<i>Small craft – Stability and buoyancy assessment and categorization Part 2: Sailing boats of hull length greater than or equal to 6 m.</i> Specifies methods for evaluating the stability and buoyancy of intact (i.e. undamaged) boats.	2021-09-15
SANS 12217-3 Ed 2	<i>Small craft – Stability and buoyancy assessment and categorization Part 3: Boats of hull length less than 6 m.</i> Specifies methods for evaluating the stability and buoyancy of intact (i.e. undamaged) boats. The flotation characteristics of craft vulnerable to swamping are also encompassed.	2021-09-15
SANS 100013 Ed 2	<i>Guidelines for quality management system documentation.</i> Gives guidance for the development and maintenance of the documented information necessary to support an effective quality management system, tailored to the specific needs of the organization.	2021-09-14
SANS 60601-1-6 Ed 1	<i>Medical electrical equipment – Part 1-6: General requirements for basic safety and essential performance – Collateral Standard: Usability.</i> Specifies a process for a manufacturer to analyse, specify, develop and evaluate the usability, as it relates to basic safety and essential performance of medical electrical equipment, hereafter referred to as me equipment.	2021-09-14
SANS 60793-2-40 Ed 4	<i>Optical fibres – Part 2-40: Product specifications – Sectional specification for category A4 multimode fibres.</i> Applicable to category A4 optical multimode fibres and the related subcategories A4a, A4b, A4c, A4d, A4e, A4g, A4h and A4i.	2021-09-14
SANS 60947-4-1 Ed 4	<i>Low-voltage switchgear and controlgear – Part 4-1: Contactors and motor-starters – Electromechanical contactors and motor-starters.</i> Applies to the following equipment, electromechanical contactors and starters including motor protective switching device (MPSD); actuators of contactor relays; contacts dedicated exclusively to the coil circuit of this contactor or this contactor relay; dedicated accessories (e.g. dedicated wiring, dedicated latch accessory); intended to be connected to distribution circuits, motors circuits and other load circuits, the rated voltage of which does not exceed 1 000 V AC or 1500 V DC.	2021-09-14
SANS 61439-3 Ed 1	<i>Low-voltage switchgear and controlgear assemblies – Part 3: Distribution boards intended to be operated by ordinary persons (DBO).</i> Defines the specific requirements for distribution boards intended to be operated by ordinary persons (DBO).	2021-09-14

SANS 60204-1 Ed 4	<i>Safety of machinery - Electrical equipment of machines – Part 1: General requirements.</i> Applies to electrical, electronic and programmable electronic equipment and systems to machines not portable by hand while working, including a group of machines working together in a co-ordinated manner.	2021-09-14
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### A.1: AMENDMENT OF EXISTING STANDARDS

The following draft amendments are hereby issued for public comments in compliance with the norm for the development of the South African National Standards in terms of section 23(2)(a) (ii) of the Standards Act.

Draft Standard No. and edition	Title	Scope of amendment	Closing Date
ARP 013 Ed 4.1	<i>Rules for the structure and drafting of national standards</i>	Amended to update referenced standards, to update terms and definitions, to renumber the definitions accordingly, and to update the information in the annex on basic reference works.	2021-09-07
SATS 2 Ed 1.1	<i>The development of normative documents other than South African National Standards</i>	Amended to delete the note to the scope, and to update referenced documents, definitions, and the figure on stages of development.	2021-09-07
SANS 637 Ed 1.2	<i>Wood-wool panels (cement-bonded)</i>	Amended to delete notes to purchasers.	2021-09-06
SANS 3001-AS22 Ed 1.1	<i>Civil engineering test methods – Part AS22: Determination of the binder content of mixtures used in bituminous slurry seals</i>	Amended to update the introduction, referenced standards, definitions, the clause on apparatus, the clause on procedure, the clause on calculations, and the annex on example of the calculation procedure.	2021-09-14
SANS 60335-2-8 Ed 3.1	<i>Household and similar electrical appliances – Safety – Part 2-8: Particular requirements for shavers, hair clippers and similar appliances</i>	Amended to update the Marking and instructions and components requirements.	2021-09-14
SANS 60598-2-13 Ed 1.1	<i>Luminaires – Part 2-13: Particular requirements – Ground recessed luminaires</i>	Specifies requirements for ground recessed luminaires incorporating electric light sources for operation from supply voltages up to 1 000 V, for indoor or outdoor use, e.g. in gardens, yards, carriageways, parking lots, cycleways, footways, pedestrian areas, swimming pools areas outside zones for SELV, nurseries and similar applications.	2021-09-14
SANS 967 Ed 3.1	<i>Unplasticized poly(vinyl chloride) (PVC-U) soil, waste and vent pipes and pipe fittings</i>	Amended to align the marking in line with industry practice and accommodate extruded pipe into the relevant clauses.	2021-09-21

### SCHEDULE A.2: WITHDRAWAL OF THE SOUTH AFRICAN NATIONAL STANDARDS

In terms of section 24(1)(C) of the Standards Act, the following published standards are issued for comments with regard to the intention by the South African Bureau of Standards to withdraw them.

Draft Standard No. and edition	Title	Reason for withdrawal	Closing Date
SANS 13600 Ed 1	<i>Technical energy systems – Basic concepts</i>	The standard is obsolete.	2021-09-16
SANS 13601 Ed 1	<i>Technical energy systems – Structure for analysis – Energyware supply and demand sectors</i>	The standard is obsolete.	2021-09-16

SANS 1700-14-11 Ed 1	<i>Fasteners – Part 14: Hexagon nuts Section 11: Hexagon nuts for structural bolting, Style 2, hot-dip galvanized (oversize tapped) – Product grade A – Property class 9</i>	The standard is obsolete.	2021-09-16
SANS 1700-6-5 Ed 1	<i>Fasteners – Part 6: Testing and acceptance inspection Section 5: Widening test on nuts</i>	The standard is obsolete.	2021-09-16
SANS 1700-5-17 Ed 1	<i>Fasteners – Part 5: General requirements and mechanical properties Section 17: Mechanical and performance requirements of case hardened and tempered metric thread rolling screws</i>	The standard is obsolete.	2021-09-16
SANS 1700-5-14 Ed 1	<i>Fasteners – Part 5: General requirements and mechanical properties – Section 14: Bolts, screws, studs and nuts made of non-ferrous metals</i>	The standard is obsolete.	2021-09-16
ARP 051 Ed 1	<i>Steel wire rope end connections</i>	The standard is obsolete.	2021-09-16
SANS 6077 Ed 2	<i>Fire test for valves and other assemblies used in fire-hazardous situations</i>	The standard is obsolete.	2021-09-16

## SECTION B: ISSUING OF THE SOUTH AFRICAN NATIONAL STANDARDS

### SCHEDULE B.1: NEW STANDARDS

The following standards have been issued in terms of section 24(1)(a) of the Standards Act.

Standard No. and year	Title, scope and purport
SANS 41014:2021 Ed 1	<i>Facility management – Development of a facility management strategy.</i> Gives guidelines for the development of a strategy for facility management (FM) when the FM organization: a) intends to ensure alignment between FM requirements and the objectives, needs and constraints of the demand organizations core business; b) wants to improve the usefulness and benefits provided by the facilities for the betterment of the demand organization and its core business; c) aims to meet the needs of stakeholders and applicable provisions consistently; d) aims to be sustainable in a globally competitive environment.
SANS 60076-22-5:2021 Ed 1	<i>Power transformers – Part 22-5: Power transformer and reactor fittings – Electric pumps for transformers.</i> Covers electric pumps used in the cooling circuits of power transformers and reactors.
SANS 61158-3-2:2021 Ed 1	<i>Industrial communication networks – Fieldbus specifications – Part 3-2: Data-link layer service definition – Type 2 elements.</i> Defines in an abstract way the externally visible service provided by the Type 2 fieldbus data-link layer in terms of the primitive actions and events of the service, the parameters associated with each primitive action and event, and the form which they take and the interrelationship between these actions and events, and their valid sequences.
SANS 61158-3-8:2021 Ed 1	<i>Industrial communication networks – Fieldbus specifications – Part 3-8: Data-link layer service definition – Type 8 elements.</i> Provides common elements for basic time-critical messaging communications between devices in an automation environment.
SANS 61158-3-21:2021 Ed 1	<i>Industrial communication networks – Fieldbus specifications – Part 3-21: Data-link layer service definition – Type 21 elements.</i> Defines in an abstract way the externally visible service provided by the Type 21 data-link layer in terms of the primitive actions and events of the service.

Standard No. and year	Title, scope and purport
SATR 63179-1:2021 Ed 1	<i>Guideline for planning of HVDC systems – Part 1: HVDC systems with line-commutated converters.</i> Provides guidelines for the selection of a high-voltage directive current (HVDC) system with line-commutated converters (LCC), hereafter referred to as HVDC system, for the purposes of HVDC system planning.
SANS 21511:2021 Ed 1	<i>Work breakdown structures for project and programme management.</i> Provides guidance for work breakdown structure for organizations undertaking projects or programme management.
SANS 22059:2021 Ed 1	<i>Guidelines on consumer warranties/guarantees.</i> Specifies the form and content of warranties/guarantees that a manufacturer and/or supplier can use to address reasonable expectations of products by consumers.
SANS 27035-1:2021 Ed 1	<i>Information technology - Security techniques – Information security incident management - – Part 1: Principles of incident management.</i> Provides basic concepts and phases of information security incident management and combines these concepts with principles in a structured approach to detecting, reporting, assessing, and responding to incidents, and applying lessons learnt.
SANS 27914:2021 Ed 1	<i>Carbon Dioxide Capture, Transportation and Geological Storage – Geological Storage.</i> Establishes requirements and recommendations for the geological storage of Carbon dioxide streams, the purpose of which is to promote commercial, safe, long term containment of Carbon dioxide in a way that minimise risk to the environment and human health.
SATR 27915:2021 Ed 1	<i>Carbon Dioxide Capture, Transportation and Geological Storage – Quantification and verification.</i> Presents a review of publicly available literature identifying materially relevant issues and options relating to "good practices" for quantifying and verifying GHG emissions and reductions at the project level.
SANS 61482-1-1:2021 Ed 2	<i>Live working - Protective clothing against the thermal hazards of an electric arc – Part 1-1: Test methods – Method 1: Determination of the arc rating (ATPV or EBT50) of flame resistant materials for clothing.</i> Specifies test method procedures to determine the arc rating of flame resistant clothing materials and garments or assemblies of garments intended for use in clothing for workers if there is an electric arc hazard.
SANS 62271-108:2021 Ed 2	<i>High-voltage switchgear and controlgear -Part 108: High-voltage alternating current disconnecting circuit-breakers for rated voltages above 52 Kv.</i> Applies to high-voltage alternating current disconnecting circuitbreakers for operation at frequencies of 50 Hz and 60 Hz on systems having voltages above 52 kV.

## SCHEDULE B.2: AMENDED STANDARDS

The following standards have been amended in terms of section 24(1)(a) of the Standards Act.

Standard No. and year	Title, scope and purport
SANS 60851-3:2021 Ed 2.2	<i>Winding wires – Test methods –Part 3: Mechanical properties. Consolidated edition incorporating amendment No.2.</i> Amended to update the requirements for test 8: flexibility and adherence, and the clause on test 18: heat bonding.
SATR 60269-5:2021 Ed 2.1	<i>Low-voltage fuses – Part 5: Guidance for the application of low-voltage fuses. Consolidated edition incorporating amendment No.1.</i> Amended to update referenced standards, the requirements for fuse benefits, fuse construction and operation, fuse-combination units, fuse selection and markings, conductor protection, selectivity of protective devices, transformer protection, protection of semiconductor devices in a.c rated voltage circuits, photovoltaic (PV) system protection, and to add a clause on guidance for the selection of a fuse for the protection of a battery systems.

**SCHEDULE B.3: WITHDRAWN STANDARDS**

In terms of section 24(1)(C) of the Standards Act, the following standards have been withdrawn.

Standard No. and year	Title
SANS 5655:2008 Ed.3	<i>Determination of flammability of elastomeric material</i>
SANS 5261:2021 Ed 3.1	<i>Bactericidal efficacy of anti-bacterial liquid toilet soap</i>
SANS 10055-3:2021 Ed 1	<i>ISO 9001: 2000 Process auditing – Part 3: Generic process performance model and work products</i>

**SCHEDULE B4: DISBAND OF TECHNICAL COMMITTEES**

Committee No	Title	Scope

If your organization is interested in participating in these committees, please send an e-mail to [Dsscomments@sabs.co.za](mailto:Dsscomments@sabs.co.za) for more information.

**SCHEDULE B5: ADDRESS OF THE SOUTH AFRICAN BUREAU OF STANDARDS HEAD OFFICE**

Copies of the standards mentioned in this notice can be obtained from the Head Office of the South African Bureau of Standards at 1 Dr Lategan Road, Groenkloof, Private Bag X191, Pretoria 0001.

## DEPARTMENT OF TRANSPORT

## GENERAL NOTICE 438 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) Outsourced Insurer Services.** (B) Nicol Corner, 2 Nicol Road, Bedfordview, 2007. (C) Class III. (D) Type G2, 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) Air Ventures Hot Air Ballooning CC; Air Ventures Hot Air Ballooning.** (B) 105 clinic road, Muldersdrift, 1747. (C) Class II & III; N873D & G874D. (D) Type N1 & G2. (E) Category A3 & A4. **Changes to the MP:** M. M. S. van Aswegen replaces m. j. de Souza as the Air Service Safety Officer.

**(A) Black Eagle Aviation Services CC; Black Eagle Aviation Services.** (B) Office 18 Main Terminal Building, Virginia Airport, Durban North, KZN, 4051. (C) Class II & III; N1058D & G1050D. (D) Type N1, N2, G2, G3, G4, G5, G6, G7, G8, G10, G13, G14, G15 & G16 (Ship to shore). (E) Category A2, A3, H1 & H2. **Changes to the MP:** Segrar Govender replaces Jannike Bester as the Accountable Manager, Caren Kok replaces Segrar Govender as the RP: Aircraft, Tjaart Boshoff replaces Jannike Bester as the RP: Flight Operations & Jannike Bester replaces Dewdney as the Air Service Safety.

**(A) Grace Air (Pty) Ltd.** (B) 477 Witherite Road, The Willows, Pretoria. (C) Class III; G903D. (D) Type G3, G4, G8, G10, G15 & G16 (Flipping). (E) Category A4 & H2. **Change to the MP:** Mr E. White replaces Mr E Viljoen as the Air Service Safety Officer and **addition** of category A3

**(A) Mercy Air South Africa; Mercy Air.** (B) Section 7, Heidelberg Farm, Brondal Road, White River. (C) Class II; N799D. (D) Type N1 & N2. (E) Category A3 & A4. **Changes to the MP:** J.D.L Boddington replaces J.A. Luus as the Chief Executive Officer, P. Middleton replaces J.A. Luus as the RP: Flight Operations, J.E. Herbert replaces H. Ziessler as the RP: Aircraft & P. Henning replaces P. Middleton as the Air Service Safety Officer

**(A) Safomar Aviation Operations (Pty) Ltd; Safomar Aviation.** (B) 3 New Road, Glen Austin AH, Grand Central Airport, Midrand. (C) Class II & III; N1261D & G1262D. (D) Type N1, N2, G5, G10 & G15. (E) Category A3, A4 & H2. **Change to the Shareholding:** The Shalem Family Trust has 100% & change to the MP: Mr Y. Shalem replaces N. Duvenhage as the Chief Executive Officer, Chezelle Bothma replaces Francois Alphen as the RP: Aircraft & Jean Kichenbrand replaces D. Steytler as the Air Service Safety Officer

## DEPARTMENT OF TRANSPORT

## GENERAL NOTICE 439 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) Airlink (Pty) Ltd; Airlink.** (B)#3 Greenstone Hill Office Park, Emerald Boulevard, Greenstone Hill, Modderfontein, 1609. (C) Class I; I/S073. Type S1. (E) Category A1. OR Tambo International Airport. **Changes to MP:** Mr Samuel Tjatji Mampshika is appointed as the RP: Aircraft, **change to shareholding:** Barrie James Webb has 3.33%, Mikela Jade Foster has 11.50%, Thomas Alexander Foster has 11.50%, Corocap Legacy (Pty) Ltd has 33.50, SIOC-CDT Strategy Ventures (Pty) Ltd has 33.50% & Tamryn Naude has 3.33% & **(G) & (H) Adding the following.**

State	Destination	Frequencies.
Zimbabwe.	Harare	Ten (10) return flights per week

**(A) Safair Operation (Pty) Ltd; Safair / Flysafair.** (B) Northern Perimeter Road, OR Tambo International Airport, Bonaero Park,1619. (C) Class I, II & III; I/S328, I/N203 & I/G204. (D) Type S1, N1, N2, N3, N4, G3, G7, G11, G13 & G16 (Aerial Cargo delivery and Search and Rescue. (E) Category A1. (F) OR Tambo International Airport & Cape Town International Airport. (G) & (H) **Adding the following.**

State	Destination	Frequencies.
ORTIA: Namibia	Windhoek	Two (2) return flights per week.
CTIA: Namibia	Windhoek	Two (2) return flights per week.

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**BOARD NOTICES • RAADSKENNISGEWINGS**

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**BOARD NOTICE 82 OF 2021****FINANCIAL SECTOR CONDUCT AUTHORITY****FINANCIAL MARKETS ACT, 2012****PROPOSED AMENDMENTS TO THE JSE DERIVATIVES RULES  
PUBLICATION FOR COMMENT**

The Financial Sector Authority (FSCA) hereby gives notice under section 71(3)(b)(ii) of the Financial Markets Act, 2012 (Act No. 19 of 2012) that the proposed amendments to the JSE derivatives rules have been published on the official website of the FSCA ([www.fsca.co.za](http://www.fsca.co.za)) for public comment. All interested persons who have any objections to the proposed amendments are hereby called upon to lodge their objections with FSCA, at the following email address: [Ziyanda.Nkopo@fsca.co.za](mailto:Ziyanda.Nkopo@fsca.co.za) within a period of fourteen (14) days from the date of publication of this notice.

**B TOPHAM****FINANCIAL SECTOR CONDUCT AUTHORITY**

**BOARD NOTICE 83 OF 2021****FEES PAYABLE TO THE COUNCIL UNDER THE PHARMACY ACT 53 OF 1974**

In terms of section 4(zG) of the Pharmacy Act 53 of 1974 Council may determine the fees payable to Council. This means that any new fees or amendments to existing fees are determined annually by Council. As in the past, all efforts will be made to curtail costs and keep any increases in fees to the minimum. The fees payable to Council for 2021 were published in Board Notice 188 of 2019 (GG 42845, published on 15 November 2019), as amended by Board Notice 132 of 2020 (GG 43870, published on 4 November 2020). The fees hereunder are an additional fee payable to Council for the year 2021 an amendment to a current fee and are published below for general information:

Description	Exclude VAT R	VAT R	Include VAT R
<b>OTHER FEES – the following fees are payable by:</b>			
A <b>Pharmacist</b> for- Change designation from non-practicing to practicing as a result of an involuntary change of designation from practicing to non-practicing	1 879.13	281.87	2 161.00
<b>GENERAL</b>			
Amendment of Registration Certificate (for persons only)			
• Change in ID/passport number	977.39	225.65	1 124.00
• Obtaining SA ID (permanent residency)	977.39	225.65	1 124.00
• Change of name/surname - Letter only	977.39	225.65	1 124.00
• Change of name/surname - Letter and certificate	1 504.35	146.61	1 730.00
• Removal of limitation on registration/conditions to Registration - Letter only	977.39	225.65	1 124.00
• Removal of limitation on registration/conditions to Registration - Letter and certificate	1 504.35	146.61	1 730.00



**VM Tlala**  
**REGISTRAR**

Address: 591 Belvedere Street. Arcadia. Pretoria. 0083. Private Bag X40040. Arcadia. 0007. Telephone: 0861 7272 00. Facsimile 012-321 1479/92

**BOARD NOTICE 84 OF 2021****MANUAL ON THE PROMOTION OF ACCESS TO INFORMATION**

<b>Document Ref.</b>	6
<b>Version No.</b>	3
<b>Custodian</b>	Legal
<b>Approved by</b>	Board
<b>Effective date</b>	1 August 2021

***Promotion of Access to Information Act 2 of 2000  
Manual\_2021***

**MANUAL IN TERMS OF SECTION 14 OF THE PROMOTION  
OF ACCESS TO INFORMATION ACT, 2000**

**PREAMBLE**

Section 32 of the Constitution of South Africa enshrines the right of access to information held by both public and private bodies. As a result, the Promotion of Access to Information Act (the Act) was enacted to give effect to the right of access to information by detailing the ways in which information from public and private bodies can be accessed.

On the other hand, Protection of Personal Information Act 4 of 2013 (POPIA), seeks to give effect to the right to privacy in section 14 of the Constitution, specifically, as it relates to personal information. POPIA reasserts every person's right to data privacy and to have their personal data or information only used for a specific and defined purpose and not to be disclosed to third parties without consent or a legitimate purpose.

In balancing the demands of the right to privacy and the right to access to information, there are limitations to the public's realisation of the rights stipulated in Section 36 and 14 of the Constitution and Sections 33-45 of the Act, as well as those set out in the POPIA. To this end, the Act sets out the grounds on which a public or private body can refuse access to information, while POPIA sets out the grounds on which personal information may be collated, used and/or transmitted to third parties.

Section 10 of the Act requires the South African Human Rights Commission (SAHRC) to compile and publish an easy-to-understand guide to assist people to access records and documents and exercise their right to information. The guide, which is updated at least once every two years, provides users with the information required to access any records.

In addition to the Section 10 guide, the Act requires both public and private bodies to produce a manual with information on how members of the public can use the Act to access their records.

Specifically, Section 14 of the Act requires every public body to publish a manual in at least three official languages to assist information requesters in requesting information from the body concerned.

The Independent Regulatory Board for Auditors (the IRBA) is a public entity, as contemplated in Section 14 of the Act, and has compiled this Manual in compliance with that section and as a mechanism to facilitate public access to information/record(s) in its custody.

In addition to the above, the IRBA hopes, through its commitment to the letter and spirit of the Act, to contribute to the promotion of transparency, accountability, and effective governance within the public sector.

**A. PARTICULARS IN TERMS OF SECTION 14 OF THE ACT****1. FUNCTIONS OF THE IRBA [Section 14(1)(a)]**

The IRBA is a juristic person, established in terms of Section 3 of the Auditing Profession Act 26 of 2005 (APA).

**1.1 General functions**

The IRBA is mandated to:

- 1.1.1 Take steps to promote the integrity of the auditing profession, including:
  - 1.1.1.1 Investigating alleged improper conduct;
  - 1.1.1.2 Conducting disciplinary hearings;
  - 1.1.1.3 Imposing sanctions for improper conduct; and
  - 1.1.1.4 Conducting inspections.
- 1.1.2 Take steps it considers necessary to protect the public in their dealings with registered auditors (RAs).
- 1.1.3 Prescribe standards of professional competence, ethics and conduct of registered auditors.
- 1.1.4 Encourage education in connection with, and research into, any matter affecting the auditing profession.
- 1.1.5 Prescribe auditing standards.

**1.2 Functions regarding the accreditation of professional bodies**

The IRBA, subject to the APA:

- 1.2.1 Prescribes minimum requirements for the accreditation of professional bodies, in addition to those provided in the APA;
- 1.2.2 Considers applications for accreditation and decides whether or not to grant such applications;
- 1.2.3 Prescribes the period of validity of the accreditation;
- 1.2.4 Keeps a register of accredited professional bodies; and
- 1.2.5 Terminates the accreditation of professional bodies in accordance with the APA.

**1.3 Functions with regard to the registration of auditors**

The IRBA, subject to the APA:

- 1.3.1 Prescribes minimum qualifications, competency standards and requirements for the registration of auditors and candidate auditors, in addition to those provided for in the APA.
- 1.3.2 Considers and decides on any application for the registration of auditors and candidate auditors.

- 1.3.3 Prescribes the period of validity of the registration of a registered auditors (RAs) and registered candidate auditors (RCAs).
- 1.3.4 Keeps a register of RAs and RCAs;
- 1.3.5 Ensures that the register of RAs and RCAs is at all reasonable times open to inspection by any member of the public.
- 1.3.6 Terminates the registration of RAs and RCAs in accordance with the APA.
- 1.3.7 Prescribes minimum requirements for the renewal of registration and re-registration.

#### **1.4 Functions with regard to education, training and professional development**

The IRBA:

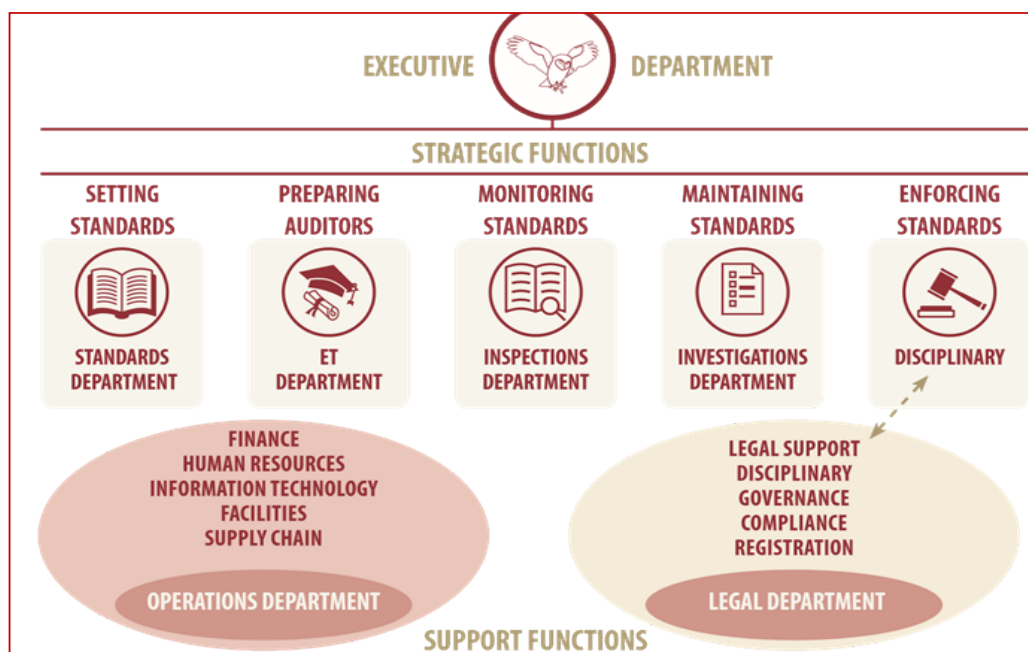
- 1.4.1 In full or in part, recognises and/or withdraws its recognition of the educational qualifications or programmes or continued education, training, and professional development programmes in the auditing profession of educational institutions and accredited professional bodies.
- 1.4.2 Recognises and/or withdraws the recognition of any accredited professional body to conduct any qualifying examination contemplated in Section 37 of the APA or any such examinations.
- 1.4.3 Prescribes requirements for and conditions relating to the nature and extent of continued education, training, and professional development.
- 1.4.4 Prescribes training requirements, including, but not limited to, the period of training and the form of training contracts.
- 1.4.5 Approves and registers training contracts entered into by prospective registered auditors.
- 1.4.6 Prescribes competency requirements.
- 1.4.7 Either conditionally or unconditionally, recognises or withdraws the recognition of RAs as training officers.

#### **1.5 Functions with regard to fees and charges**

The IRBA prescribes:

- 1.5.1 Accreditation, registration, registration renewal and re-registration fees.
- 1.5.2 Annual fees.
- 1.5.3 The date on which any fee is payable.
- 1.5.4 The basis for assurance fees payable as per the APA.
- 1.5.5 Fees payable for any other service rendered by the IRBA (including administrative fees).
- 1.5.6 The IRBA may grant an exemption from payment of any fees referred to above.

## 2. STRUCTURE OF THE IRBA [Section 14(1)(a)]



## 3. CONTACT DETAILS FOR INFORMATION OFFICERS [Section 14(1)(b)]

The IRBA's CEO is the regulator's designated Information Officer, in terms of the Act.

In terms of Section 17, the IRBA has designated its Director Legal as a Deputy Information Officer, who shall attend to requests for access to records.

If you wish to make a request for access to IRBA records, your request should be addressed to the Deputy Information Officer. Escalations may be directed to the Information Officer.

### Information Officer

**Name:** Imre Nagy

**Tel:** 087 940 8826

**Email:** [board@irba.co.za](mailto:board@irba.co.za)

### Deputy Information Officer

**Name:** Rebecca Motsepe

**Tel:** 087 940 8803

**Email:** [paia@irba.co.za](mailto:paia@irba.co.za)

The IRBA's Information Officer and Deputy Information Officer share the same physical and postal address.

**Physical Address**

Building 2  
Greenstone Hill Office Park  
Greenstone Hill  
1609

**Postal Address**

PO Box 8237  
Greenstone Hill  
1616

**Website:** [www.irba.co.za](http://www.irba.co.za)

**4. GUIDE IN TERMS OF SECTION 10 OF THE ACT** [Section 14(1)(c)]

- 4.1 A Guide containing information to assist you in understanding how to exercise your rights under PAIA ("the Guide") is available in all the South African official languages. The Guide is currently available on the following site:

[Guide on How to Use the Promotion of Access to Information ...](#)

- 4.2 If you have any queries, or need a copy of the Guide, please contact the Information Regulator directly at:

**The Information Regulator (South Africa)**

JD House, 27 Stiemens Street, Braamfontein, Johannesburg, 2001  
P.O Box 31533, Braamfontein, Johannesburg, 2017

**Complaints email:** [complaints.IR@justice.gov.za](mailto:complaints.IR@justice.gov.za)

**General enquiries email:** [inforeg@justice.gov.za](mailto:inforeg@justice.gov.za).

**5. PROCEDURES TO REQUEST ACCESS TO INFORMATION/RECORDS** [Section 14(1)(d)]

- 5.1 Any person, whether natural or juristic, may make a request under the Act for access to information.
- 5.2 The requester may make a request on his/her behalf or on behalf of any other person.
- 5.3 The requester must use the prescribed form, attached hereto under Part C and marked **Form A**, to make a request for access to information.
- 5.4 The request must include the following minimum information:

INFORMATION REQUIRED	DESCRIPTION
Details of the requester	Enough information about the requester so as to ensure that the requester is easily identifiable. The information should include the requester's contact details, i.e. <i>postal address, email address, fax and/or telephone number</i> .
Details of the record requested	Enough information about the record to make it reasonably easy to identify.

Manner of access to the record	A description of the form or manner in which the record should be provided or made accessible.
Manner in which to inform the requester of access	The manner in which the requester wishes to be informed about the IRBA's decision in relation to the request.
Language choice	The language in which the requester wishes to receive the requested record <sup>1</sup> .
Capacity of the authorised person making the request	When a request is made on behalf of someone else, proof of the capacity in which the request is made and/or authority to make such a request.

- 5.5 Requesters who are unable to read or write can make verbal requests to the Deputy Information Officer, who shall complete Form A on behalf of the requester.
- 5.6 The request must be directed to the Deputy Information Officer, whose contact details are set out in paragraph 3 above.
- 5.7 The request may either be hand-delivered, posted, faxed or sent via email.
- 5.8 Telephonic and informal requests will only be accepted in respect of records set out in paragraph 7 below.
- 5.9 The information on the prescribed form must be provided to the satisfaction of the Deputy Information Office or Information Officer, failing which, the request will be delayed until such time that the information is complete.
- 5.10 A requester whose request for access to a record has been granted may be required to pay an access fee for the reproduction, search and preparation of the copies or any transactions related to the content of the record that has been requested.
- 5.11 The Deputy Information Officer will notify the requester to pay the prescribed fee (if any) before any further processing of the request.
- 5.12 The Deputy Information Officer will inform the requester of the IRBA's decision within 30 days after receipt of the request; which period may be extended, on notice to the requester, by a further period not exceeding 30 days.
- 5.13 The period within which the Deputy Information Officer has to inform the requester of the decision will be subject to such extension, over and above the period mentioned in 5.12, as may be required to give a third party a chance to make representations to the Deputy Information Officer where the record requested is with regard to the records of that third party.
- 5.14 The time periods prescribed by the Act will not commence until such time as the Deputy Information Officer and the Information Officer are satisfied that all pertinent information has been furnished to the IRBA by the person who submitted the request.
- 5.15 Notwithstanding a request for access to any record listed in paragraph 6 below, access to the requested record, or any part thereof, may be refused on the grounds set out in the Act.

<sup>1</sup> Notwithstanding the language of preference indicated, the IRBA will only furnish the record in the requested language, if the record exists in that language.

## 6. SUBJECTS ON WHICH THE IRBA HOLDS RECORDS AND THE CATEGORIES OF RECORDS HELD [Section 14(1)(d)]

The IRBA holds the following records in its possession:

### 6.1 Executive

SUBJECTS	CATEGORIES OF INFORMATION
<b>Board and Board Meetings</b>	Particulars of Board members.
	Agendas.
	Attendance registers.
	Decisions taken.
	Minutes of meetings.
	Opinions obtained.
	Correspondence, memoranda, submissions.
<b>Committees of the Board and Committee Meetings</b>	Particulars of committee members.
	Agendas.
	Attendance registers.
	Decisions taken.
	Minutes of meetings.
	Opinions obtained.
	Correspondence, memoranda, submissions.
<b>Newsletters</b>	IRBA Newsletter.
<b>Website</b>	<b>Member search</b> – how to search for RAs and registered audit firms.
	<b>Legal</b> – APA, disciplinary rules, rules regarding improper conduct, Policy regarding Postponements of Disciplinary Hearings.
	<b>Investigations</b> – how to lodge a complaint
	<b>Registration</b> – how to register as an RA and as a firm, including application forms, how to apply as a tax practitioner for recognition, how to change status to assurance.
	<b>Education &amp; Transformation</b> – general information on the path to becoming an RA and how to register as an RCA, including assessment details and regulations.
	<b>Inspections</b> – details on various aspects of inspections, including administrative matters, communications and Public Inspections Reports.
	<b>Auditing Pronouncements</b> – Status and Authority of Auditing Pronouncements. CFAS Due Process Policy, other auditing pronouncements, exposure drafts, meeting dates, illustrative regulatory reports, communiques and the strategy, industry specific guides, practice alerts and Audit Quality Indicators information.

	Rules Regarding Improper Conduct and the Code of Professional Conduct for Registered Auditors (Revised 2014) and communiques.
	The Tenure Rule, including communiques.
	Mandatory Audit Firm Rotation Rule, including communiques.
	Reportable Irregularities – Reportable Irregularities Guide (2006), template letters and communiques.
	News – various items of interest, including press reports and electronic copies of IRBA News.
	Contact details for the directorate.
	Requirements for continued education, training and professional development – the 2014 Continued Professional Development (CPD) Policy and the new CPD Policy.
	Audit Development Programme (ADP) webpage, containing the following information: <ul style="list-style-type: none"> <li>• The path to become an RA;</li> <li>• The ADP process;</li> <li>• Assessment details; and</li> <li>• Application forms.</li> </ul>
	Manual on the Accreditation Model of professional bodies.
	Details of accredited professional bodies.
	Application form for the accreditation of professional bodies.
	<b>POPI Act –</b> <ul style="list-style-type: none"> <li>• Protection of Personal Information Act 4 of 2013</li> <li>• Regulations relating to the Protection of Personal Information</li> <li>• Processing Notices: Board Secretariat Processing Notice; HR Processing Notice; Procurement and Marketing Processing Notice; Processing Notice for Auditors and Professional Bodies; Security Processing Notice</li> <li>• Operator Agreements</li> <li>• Data Subject Forms</li> </ul>
<b>Electronic Manual of Information for Registered Auditors Issued by the IRBA</b>	APA
	Changes to the Accreditation Model and accreditation requirements.
	ADP
	Disciplinary rules.
	Policy regarding Postponements of Disciplinary Hearings.
	Rules Regarding Improper Conduct.
	Code of Professional Conduct.
	Inspections.
	Auditing standards, auditor ethics and reportable irregularities.
	Guidance on signing authority, naming conventions and stationery.
	General circulars.
<b>Annual Reports</b>	Board members and Executive information.
	Message from the Minister of Finance.

	Foreword by the Chairman of the Board.
	CEO's overview.
	Strategic overview.
	Organisational structure.
	Statistics – RAs, trainee accountants.
	Feedback from statutory committee chairmen.
	Audited annual financial statements.
<b>Integrated Reports</b>	Board responsibility.
	CEO's overview.
	Strategic overview.
	Material issues.
	Board members and Executive information.
	Feedback on activities in departments.
	Financial highlights.
<b>Finances of the IRBA</b>	Budgets.
	Accounting records.
	Management accounts.
	Fixed asset register.
	Bank account particulars.
<b>Procurement/SupplyChain</b>	Bid documents.
	Requests for quotations and responses thereto.
	Bid opening registers.
	Minutes of the various Bid Committee meetings.
	Letters to unsuccessful bidders.
<b>Administration</b>	Letters of award for various contracts.
	Insurance policies.
	Organisational policies.
	Lease agreements.
	Tax status of the IRBA and returns.
<b>Library and ArchiveMaterial</b>	Particulars of suppliers of various services rendered contracts and licence agreements.
	Bound copies of various professional journals.
	Files containing information on legislation that might impact the IRBA or the profession.
	Working files regarding amendments to the APA, the Code of Professional Conduct and the Disciplinary Rules.
	Miscellaneous photographs of people and places of relevance to the IRBA's history.
	A slim volume on the history of the IRBA, as published on the 50 <sup>th</sup> anniversary of the PAAB.

<b>Human Resources</b>	Personal particulars of individual staff members, salaries and benefits payable, travel claims, disciplinary profile.
	Pension fund rules.

## 6.2 Investigations

<b>Complaints</b>	Complaints from members of the public and supporting documentation.
	Correspondence between the IRBA and complainants.
<b>Investigations</b>	Correspondence between the IRBA and RAs.
	Documents relevant to investigations.
	Internal documentation.
	Charge sheets.
	Imposition of sanctions through consent orders.
	Invoices to RAs for consent orders.
<b>Investigating Committee</b>	Letters of appointment for committee members.
	Particulars of the committee members.
	Meeting agendas.
	Attendance registers.
	Minutes of committee meetings.
<b>Disciplinary Advisory Committee</b>	Decisions taken.
	Particulars of the committee members.
	Meeting agendas.
	Attendance registers.
	Minutes of committee meetings.
	Decisions taken.

## 6.3 Registry/Disciplinary Hearings/Reportable Irregularities and Legal

<b>SUBJECT</b>	<b>CATEGORIES OF INFORMATION</b>
<b>Registered Firms</b>	Registered auditors linked to firms.
	Applications for the registration of new firms and branches.
	Contact details.
	Correspondence.
	Practice numbers.
	Share registers and certificates.
	COR39s.
	Firm classification by race, size and assurance status.
	Branches of firms.
	Assurance Work Declarations.
	Firm name changes.

	Statistical information.
<b>Individual RAs</b>	Firms in which RAs are employed and/or are partners.
	Contact details.
	Registration numbers.
	Applications for the registration and the amendment of the status to assurance.
	Correspondence.
	Assurance status.
	Annual returns.
	Request for the appointment of an RA by a third party.
	Age, race, gender and assurance information.
	Surname changes.
	Statistical information.
<b>Disciplinary Processes</b>	Charge sheets.
	Pleas.
	Notification of hearings.
	Evidence bundles.
	Correspondence between the parties.
	Internal correspondence.
	Disclosures by Disciplinary Committee members.
	Hearing attendance registers.
	Outcomes of hearings.
	Hearing transcripts.
	Minute books.
<b>Disciplinary Committee</b>	Letters of appointment for committee members.
	Particulars of the committee members.
	Meeting agendas (other than hearings).
	Minutes of committee meetings other than hearings.
	Code of conduct signed by Disciplinary Committee members.
<b>Holding Out</b>	Particulars of persons who are allegedly holding themselves out or previously held themselves out to be RAs in contravention of Section 41 of the APA, as well as correspondence and documentation relating thereto.
<b>Reportable Irregularities</b>	Particulars of all reportable irregularities reported to the IRBA by RAs in terms of Section 45 of the APA and correspondence relating thereto.
	List of stakeholders.
	Correspondence with stakeholders.
<b>Litigation</b> [ <i>litigation instituted by or against the IRBA</i> ]	Court papers and processes.
	Internal and external correspondence.
	Evidence bundles/records.

	Court judgements and/or orders.
<b>Legal</b>	Various legal opinions and research papers.
<b>Debtors</b>	Memorandum of Instruction.
	Invoices and statements.
	Internal and external correspondence.

#### 6.4 Education, Training and Professional Development

<b>SUBJECT</b>	<b>CATEGORIES OF INFORMATION</b>
<b>ADP</b>	Career guidance information on how to become an RA.
	Application forms to register on the ADP.
	Guidance on the ADP.
	ADP Competency Framework.
	Registered candidate auditors.
	Oversight registered auditors.
	Contact details.
	Firms in which registered candidate auditors are completing the ADP.
	Relevant correspondence with registered candidate auditors.
	Applications for registration.
	Confirmation of completion.
	Six-monthly reports and Portfolios of Evidence (PoEs).
	Assessment of PoEs by the panel.
	Firm monitoring reports.
	Career guidance information on how to become an RA.
	Application forms to register on the ADP.
<b>Public Practice Examination</b>	Candidates' results (pass/fail).
<b>Accreditation</b>	Accreditation Model, including the Competency Framework.
	Details of the accredited professional body.
	Application form for accreditation.
	Applications for accreditation and monitoring submissions by professional bodies.
	Relevant correspondence with professional bodies.
<b>Continuing Professional Development</b>	CPD Policy (the 2014 and 2020 policies, respectively).
	Guidance to the 2020 CPD Policy.
	Relevant correspondence with RAs selected for the monitoring of CPD.

<b>Training</b>	Details of candidates completing, or those who have completed, their training contracts.
<b>Critical Skills</b>	Relevant correspondence with foreign nationals relating to their confirmation of intention to study towards becoming an RA, for the purposes of visa applications.
<b>Education Committee and Sub-committees</b>	Letters of appointment for committee members.
	Particulars of committee members.
	Agendas.
	Attendance registers.
	Decisions taken.
	Minutes of meetings.

## 6.5 Inspections

<b>SUBJECT</b>	<b>CATEGORIES OF INFORMATION</b>
<b>Individual RAs and Firms</b>	Inspection dates.
	Inspection files.
	Inspection reports.
	Risk/Business Intelligence information.
	Remedial action information.
<b>Workshops on Inspections and Auditing Standards</b>	Handouts and slides.
<b>Inspections Committee</b>	Letters of appointment for committee members.
	Particulars of committee members.
	Agendas.
	Attendance register.
	Decisions taken.
	Minutes of meetings.

## 6.6 Standards

<b>SUBJECT</b>	<b>CATEGORIES OF INFORMATION</b>
<b>Auditing Pronouncements Issued</b>	Status and Authority of Pronouncements and Due Process Policy.
	Committee for Auditing Standards Strategy and membership.
	IAASB Handbook of International Quality Control, Auditing, Review, Other Assurance, and Related Services Pronouncements – Volumes I and II.
	South African Standards on Assurance Engagements.
	South African Auditing and Assurance Engagements Practice Statements.
	Guides.
	Staff Audit Practice Alerts.

	Illustrative auditor's and assurance reports.
	Communiques.
	Exposure drafts issued for comment and comment letters received.
<b>Ethics Pronouncements Issued</b>	Rules Regarding Improper Conduct.
	IRBA Code of Professional Conduct for Registered Auditors.
	Committee for Auditor Ethics membership.
	IESBA Handbook of the International Code of Ethics for Professional Accountants.
	Communiques.
	Exposure drafts issued for comment and comment letters received.
<b>Reportable Irregularities</b>	Reportable Irregularities Guide.
	Template letters.
<b>Committee for Auditing Standards and Committee for Auditor Ethics</b>	Letters of appointment for committee members.
	Particulars of committee members.
	Agendas.
	Attendance register.
	Decisions taken.
	Minutes of meetings.

## 6.7 Other

SUBJECT	CATEGORIES OF INFORMATION
<b>Various Records Held in Accordance with Legislative Requirements</b>	Auditing Profession Act 26 of 2005, as amended.
	Public Finance Management Act 1 of 1999
	Employment Equity Act 55 of 1998, as amended.
	Basic Conditions of Employment Act 75 of 1997, as amended.
	Skills Development Act 97 of 1998, as amended.
	Unemployment Insurance Fund Act 63 of 2001, as amended.
	Unemployment Insurance Contributions Act, No. 4 of 2002, as amended.
	Occupational Health and Safety Act 85 of 1993, as amended.
	Broad-Based Black Economic Empowerment Act 53 of 2003, as amended.

## 6.8 Information Related to POPIA

In terms of POPIA the IRBA is required to provide Data Subjects<sup>2</sup> with a description of the personal information which we process, why it is processed, and who it may share this information with, which detail is set out below:

### 6.8.1 Personal information processed by the IRBA

The type of personal information that is processed by the IRBA will depend on the purpose for which it is collected.

The IRBA will disclose to data subjects why the personal information is being collected and will process the personal information for that purpose only, which is done under specific and detailed processing notices housed on the IRBA website.

Below is a listing of the personal information that is processed by the IRBA, including the category of data subjects that it belongs to. The information provided under this section refers to broad categories of information and is not exhaustive.

<sup>2</sup> The individual or juristic person owning personal information.

<b>Natural persons</b>	Names; contact details; physical and postal addresses; date of birth; ID number; tax related information; nationality; gender; confidential correspondence.
<b>Juristic persons / entities</b>	Names of contact persons; names of legal entities; physical and postal addresses and contact details; financial information; registration numbers; founding documents; tax related information; authorised signatories; details relating to the management and ownership of entities
<b>Foreign persons / entities</b>	Names; contact details; physical and postal, financial information addresses; date of birth; passport numbers; tax related information; nationality; gender; confidential correspondence; registration numbers; founding documents; tax related information; authorised signatories, details relating to the management and ownership of entities
<b>RA's</b>	Natural persons: names; contact details; physical and postal addresses; date of birth; ID numbers; taxrelated information; nationality; gender; confidential correspondence, employment history, qualifications, criminal behavior and/or criminal records
<b>Audit Firms</b>	Juristic persons / entities: names of contact persons; name of legal entity; physical and postal address and contact details; financial information; registration number; founding documents; tax related information; authorised signatories; details relating to the management and ownership of entities
<b>Board Members, Executives, Committee members, Employees and related parties</b>	Names, contact details; physical and postal addresses; date of birth, ID number gender, pregnancy; marital status; race, age, language, education information; financial information; employment history; next of kin; children's name, gender, age, physical and postal address; opinions, criminal behaviour and/or criminal records; well-being; external commercial interests; medical information
<b>Website end-users / Application end-users</b>	Names, electronic identification data: IP address; log-in data, cookies, electronic localization data; cell phone details, GPS data

CONTINUES ON PAGE 130 OF BOOK 2

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#### 6.8.2 Sharing of personal information

The IRBA may supply personal Information to the following potential recipients, which list is not exhaustive:

- a) IRBA Board and Committees;
- b) IRBA Management;
- c) IRBA Employees;
- d) IRBA Operators;
- e) IRBA Stakeholders;
- f) IRBA Executive Authority;
- g) Regulators and governmental bodies; and
- h) Other third-party recipients

#### 6.8.3 Cross border exchanges

The IRBA may disclose personal information processed by it to any of its associate entities or third-party service providers outside of South Africa, with whom it engages in business or whose services or products it elects to use, including cloud services hosted in international jurisdictions.

Personal information may also be disclosed where the IRBA has a legal duty or a legal right to do so.

The IRBA will, in this regard, endeavour to enter into written agreements to ensure that other parties comply with the POPIA and the IRBA's confidentiality and privacy requirements.

#### 6.8.4 General description of information security measures

IRBA employs appropriate, reasonable technical and organisational measures to prevent loss of, damage to, or unauthorised destruction of personal information and unlawful access to or processing of personal information. These measures include:

- a) Firewalls;
- b) Virus protection software and update protocols;
- c) Logical and physical access control;
- d) Secure setup of hardware and software making up the IRBA information technology infrastructure; and

Outsourced service providers who are contracted to implement security controls and/or provide secure records storage facilities.

#### 6.8.5 Requests

Data Subjects have the right to:

- a) request the correction, deletion or destruction of their personal information, in the prescribed form, which form is attached hereto under part C and marked Form 2.

- b) object to the processing of their personal information using the prescribed form, attached hereto under part C and marked Form 2.

Any request for access to personal information as per the provisions of POPIA, must be made in accordance with the provisions set out under this PAIA Manual. (See paragraph 5 above)

## 7. AUTOMATIC DISCLOSURE IN TERMS OF SECTION 15 OF THE ACT

The following categories of information are automatically available from the IRBA, without a person having to formally request access in terms of the Act.

### 7.1 Executive

Information	Cost
Manual of Information (electronic copy)	Free of charge
IRBA News	Free of charge
Annual Reports and Integrated Reports	Free of charge

### 7.2 Legal

Information	Cost
Membership registers (extract from)	Free of charge
Firm register (extract from)	Free of charge
Letters of confirmation of registration	Free of charge
Reportable Irregularities Guide and template letters	Free of charge

### 7.3 Education and Training

Information	Cost
Accreditation Model	Free of charge
Candidates Guide to ADP and the RA career path	Free of charge
Competency Framework	Free of charge
CPD Policy and Guidance on the application of the CPD Policy	Free of charge

### 7.4 Standards

Information	Cost
Auditing pronouncements and exposure drafts	Free of charge
Ethics pronouncements and exposure drafts	Free of charge

**8. DESCRIPTION OF SERVICES AVAILABLE TO MEMBERS OF THE PUBLIC AND HOW TO GAIN ACCESS TO THESE** [section 14(1)(f)]

The following services are available to the public from the IRBA:

DEPARTMENT	SERVICE	HOW TO ACCESS THE SERVICE
<b>8.1 Executive</b>	Assistance to members of the public on how to obtain various publications of the Board (i.e., the Annual Report, the Integrated Report, IRBA News).	Requests can be made in writing; alternatively approach the office directly or access these on the IRBA website.
<b>8.2 Legal</b>	Assistance to members of the public with enquiries of a general nature regarding the registration status of RAs and RA firms.	Enquiries can be made verbally in person or telephonically. Alternatively, enquiries may be made in writing or information can be accessed on the IRBA website.
	The prosecution of complaints of improper conduct by RAs.	Disciplinary hearings are open to the public. Dates of scheduled hearings can be accessed on the IRBA website.
	Holding out complaints	Any RA, firm, member of the public, an association or an organisation may, <b>in writing</b> , lodge a complaint if they believe anyone who is not registered as an auditor is holding out as such
	Assistance to members of the public with queries of a general nature regarding reportable irregularities.	Enquiries can be made verbally in person or in writing via email.
<b>8.3 Investigations</b>	Assistance to members of the public with enquiries of a general nature regarding the conduct of an RA.	Enquiries can be made telephonically or via email.

	The investigation of complaints of improper conduct by RAs.	Any member of the public, an association or an organisation may lodge a complaint against an RA, if they believe that the RA is guilty of improper conduct. This must be by way of an original affidavit. The complaints are then investigated and presented to the Investigations Committee, which deliberates and recommends outcomes to the Disciplinary Advisory Committee. The Disciplinary Advisory Committee makes the final decisions on outcomes which are then communicated to the parties concerned.
<b>8.4 Education, Training and professional Development</b>	Assistance to members of the public with enquiries of a general nature regarding education, training and Assessment requirements for registration as an RCA or RA.	Enquiries may be addressed telephonically, in writing, or by accessing the IRBA website.
	Confirmation of intention to study towards and register as an RA for the purposes of visa applications (non-residents).	Requests can only be made in writing by non- resident individuals intending to pursue the RA career path to confirm the stage of the programme they have completed and the remaining requirements to register as an RA, for the purpose of their visa applications.
<b>8.5 Standards</b>	Issue Audit Pronouncements.	Enquiries may be addressed telephonically, by appointment, in writing, or by accessing the IRBA website.
	Assistance to members of the public with enquiries of a general nature regarding auditing standards, auditor ethics (queries regarding the Code of Professional Conduct).	Enquiries may be addressed telephonically, by appointment, in writing, or by accessing the IRBA website.

**9. PARTICIPATION IN THE FORMULATION OF THE POLICY/EXERCISE OF POWERS/PERFORMANCE OF DUTIES [Section 14(1)(g)]**

- 9.1 The IRBA, with the support of the relevant committees, adopts, develops, issues and prescribes auditing pronouncements that comprise standards of professional competence, rules regarding improper conduct and the Code of Professional Conduct for registered auditors. The IRBA also prescribes Rules.
- 9.2 Prior to the prescription of the above pronouncements and/or Rules, the IRBA publishes the proposed documents for comments by interested and/or affected parties. It is through this publication process that interested persons may make representations or participate in or influence the formulation of the policy, the exercise of IRBA powers or the performance by the IRBA of its duties.

**10. DESCRIPTION OF REMEDIES AVAILABLE IN RESPECT OF AN ACT OR A FAILURE TO ACT BY THE IRBA [Section 14(1)(h)]**

- 10.1 The requester may lodge an internal appeal with the IRBA Information officer, where any of the following decisions were taken by the Deputy Information Officer:
- 10.1.1 A decision not to grant access to a record;
  - 10.1.2 A decision to extend the time period to deal with the request;
  - 10.1.3 Fee charged;
  - 10.1.4 The refusal to grant the requester any part of the record sought; and/or
  - 10.1.5 The refusal to grant the requested access to the record in the requested format.
- 10.2 The following procedures will apply to appeals:
- 10.2.1 The requester must complete the relevant appeal Form C, attached hereto under Part C, within 60 days of receipt of the decision sought to be appealed.
  - 10.2.2 After completing the form, the requester must send it to the Information Officer.
  - 10.2.3 The requester may request to be informed of the outcome of the appeal in any manner other than a written reply, for example, telephonically.
  - 10.2.4 The person appealing must supply their contact details.
  - 10.2.5 The Information Officer will respond to the appeal within 10 working days; and if the appeal failed, reasons will be provided in terms of the Act.
- 10.3 In the event that an internal appeal fails, or the decision set out in 10.1 was taken by the Information Officer, the requester retains the right to approach a court of competent jurisdictions for:
- 10.3.1 An order reviewing and setting aside the decision of the IRBA; or
  - 10.3.2 In the case of non-compliance by the IRBA, an order compelling the IRBA to comply with the relevant provisions of the Act.

**11. OTHER INFORMATION AS PRESCRIBED IN TERMS OF THE ACT [Section 14(1)(l)]**

There is currently no information available from the Minister of Justice and Constitutional Development, in terms of Section 92 of the Act, to be disclosed hereunder.

**12. UPDATING OF THE MANUAL** *[Section 14(2)]*

The IRBA will update and publish this Manual as and when required, but at least once a year.

**13. AVAILABILITY OF THE MANUAL** *[Section 14(3)]*

13.1 This Manual is available in three official languages, namely, English, Afrikaans and isiZulu.

13.2 The Manual is available on the IRBA website or at the IRBA offices.

**14. EXEMPTION FROM ANY PROVISION OF SECTION 14 OF THE ACT** *[Section 14(5)]*

The IRBA has not been exempted by the Minister of Justice and Constitutional Development from complying with any of the provisions of Section 14 of the Act for either security, administrative or financial reasons.

**15. PAYMENT METHOD**

15.1 All payments shall be made through deposits in the IRBA's bank account. The banking details will be provided on application.

15.2 No request may be processed unless the request fee, where applicable, has been paid (Section 22(1)).

**B. PRESCRIBED FEES FOR RECORDS HELD BY A PUBLIC BODY, AS STIPULATED IN THE CURRENT REGULATIONS TO THE ACT**

The fees for the reproduction referred to in Section 15(3) of the Act are as follows:

a)	For every photocopy of an A4-size page or part thereof	R0-60
b)	For every printed copy of an A4-size page or part thereof held on a computer or in an electronic or machine-readable format	R0-40
c)	For a copy in a computer-readable format on a: (i) USB	R40-00
d)	(i) For a transcription of visual images, for an A4-size page or part thereof. (ii) For a copy of visual images.	R22-00 R60-00
e)	(i) For a transcription of an audio record, for an A4-size page or part thereof. (ii) For a copy of an audio record.	R12-00 R17-00
The request fee payable by every requester, other than a personal requester referred to in Section 22(1) of the Act.		R35-00

The access fees payable by a requester referred to in Section 22(7) of the Act, unless exempted under Section 22(8) of the Act, are as follows:

a)	For every photocopy of an A4-size page or part thereof.	R0-60
b)	For every printed copy of an A4-size page or part thereof held on a computer or in an electronic or machine-readable format.	R0-40
c)	For a copy in a computer-readable format on a: (i) USB.	R40-00
d)	(i) For a transcription of visual images, for an A4-size page or part thereof. (ii) For a copy of visual images.	R22-00 R60-00
e)	(i) For a transcription of an audio record, for an A4-size page or part thereof. (ii) For a copy of an audio record.	R12-00 R17-00
f)	Record search fee, for each hour or part of an hour, excluding the first hour, reasonably required for such a search.	R15-00

**Note:** The actual postal or courier fee is payable when a copy of a record needs to be posted or sent via courier to a requester.

**For the purposes of Section 22(2) of the Act, the following applies:**

If the IRBA's Information Officer or Deputy Information Officer believes that the collection and reproduction of the requested records will take longer than six hours, a third of the access fee may be payable upfront as a deposit, and the requester will be notified accordingly.

If the record is not provided in the originally requested format, the access fee charged will not exceed the fee that would have been charged had access been granted in the originally requested format.

**C: FORMS**

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REPUBLIC OF SOUTH AFRICA

**FORM A**  
**REQUEST FOR ACCESS TO RECORD OF PUBLIC BODY**  
 (Section 18(1) of the Promotion of Access to Information Act, 2000 (Act No. 2 of 2000))  
 [Regulation 6]

**FOR DEPARTMENTAL USE**

Reference number: .....

Request received by ..... (state rank,  
 name and surname of information officer/deputy information officer) on ..... (date)  
 at ..... (place).

Request fee (if any): R .....

Deposit (if any): R .....

Access fee: R .....

.....  
SIGNATURE OF INFORMATION OFFICER/DEPUTY INFORMATION OFFICER**A. Particulars of public body**

The Information Officer/Deputy Information Officer

## FORM A: REQUEST FOR ACCESS TO RECORD OF PUBLIC BODY

**B. Particulars of person requesting access to the record**

- (a) The particulars of the person who requests access to the record must be given below.  
 (b) The address and/or fax number in the Republic to which the information is to be sent, must be given.  
 (c) Proof of the capacity in which the request is made, if applicable, must be attached.

Full names and surname: .....

Identity number: 

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Postal address: .....

Telephone number: (.....) ..... Fax number: (.....) .....

E-mail address: .....

Capacity in which request is made, when made on behalf of another person:

**C. Particulars of person on whose behalf request is made**

This section must be completed ONLY if a request for information is made on behalf of another person.

Full names and surname: .....

Identity number: 

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**D. Particulars of record**

- (a) Provide full particulars of the record to which access is requested, including the reference number if that is known to you, to enable the record to be located.  
 (b) If the provided space is inadequate, please continue on a separate folio and attach it to this form. The requester must sign all the additional folios.

1. Description of record or relevant part of the record:

.....  
 .....

**FORM A: REQUEST FOR ACCESS TO RECORD OF PUBLIC BODY**

2. Reference number, if available: .....

3. Any further particulars of record:

.....

.....

.....

.....

.....

**E. Fees**

- (a) A request for access to a record, other than a record containing personal information about yourself, will be processed only after a request fee has been paid.
- (b) You will be notified of the amount required to be paid as the request fee.
- (c) The **fee payable for access** to a record depends on the form in which access is required and the reasonable time required to search for and prepare a record.
- (d) If you qualify for exemption of the payment of any fee, please state the reason for exemption.

Reason for exemption from payment of fees:

.....

.....

.....

.....

**F. Form of access to record**

If you are prevented by a disability to read, view or listen to the record in the form of access provided for in 1 to 4 below, state your disability and indicate in which form the record is required.

Disability:  Mark the appropriate box with an <b>X</b> .  NOTES: (a) Compliance with your request for access in the specified form may depend on the form in which the record is available. (b) Access in the form requested may be refused in certain circumstances. In such a case you will be informed if access will be granted in another form. (c) The fee payable for access to the record, if any, will be determined partly by the form in which access is requested.	Form in which record is required:  
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1. If the record is in written or printed form:					
	copy of record*		inspection of record		
2. If record consists of visual images - (this includes photographs, slides, video recordings, computer-generated images, sketches, etc.):					
	view the images		copy of the images*		transcription of the images*

## FORM A: REQUEST FOR ACCESS TO RECORD OF PUBLIC BODY

3. If record consists of recorded words or information which can be reproduced in sound:					
	listen to the soundtrack (audio cassette)		transcription of soundtrack* (written or printed document)		
4. If record is held on computer or in an electronic or machine-readable form:					
	printed copy of record*		printed copy of information derived from the record*		copy in computer readable form* (stiffy or compact disc)
*If you requested a copy or transcription of a record (above), do you wish the copy or transcription to be posted to you? Postage is payable.				YES	NO
Note that if the record is not available in the language you prefer, access may be granted in the language in which the record is available.					
In which language would you prefer the record?					

## G. Notice of decision regarding request for access

You will be notified in writing whether your request has been approved / denied. If you wish to be informed in another manner, please specify the manner and provide the necessary particulars to enable compliance with your request.

How would you prefer to be informed of the decision regarding your request for access to the record?

.....

Signed at ..... this day ..... of ..... year .....

.....  
SIGNATURE OF REQUESTER /  
PERSON ON WHOSE BEHALF REQUEST IS MADE

J751



REPUBLIC OF SOUTH AFRICA

**FORM B**  
**NOTICE OF INTERNAL APPEAL**  
 (Section 75 of the Promotion of Access to Information Act, 2000 (Act No. 2 of 2000))  
 [Regulation 8]

STATE YOUR REFERENCE NUMBER: .....

**A. Particulars of public body**

The Information Officer/Deputy Information Officer:

**B. Particulars of requester/third party who lodges the internal appeal**

- (a) The particulars of the person who lodge the internal appeal must be given below.  
 (b) Proof of the capacity in which appeal is lodged, if applicable, must be attached.  
 (c) If the appellant is a third person and not the person who originally requested the information, the particulars of the requester must be given at C below.

Full names and surname: .....

Identity number: 

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Postal address: .....

Telephone number: (.....) ..... Fax number: (.....) .....

E-mail address: .....

Capacity in which an internal appeal on behalf of another person is lodged:

Department of Justice and Constitutional Development

## FORM B: NOTICE OF INTERNAL APPEAL

**C. Particulars of requester**

This section must be completed ONLY if a third party (other than the requester) lodges the internal appeal.

Full names and surname: .....

Identity number: 

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**D. The decision against which the internal appeal is lodged**

Mark the decision against which the internal appeal is lodged with an X in the appropriate box:

	Refusal of request for access
	Decision regarding fees prescribed in terms of section 22 of the Act
	Decision regarding the extension of the period within which the request must be dealt with in terms of section 26(1) of the Act
	Decision in terms of section 29(3) of the Act to refuse access in the form requested by the requester
	Decision to grant request for access

**E. Grounds for appeal**

If the provided space is inadequate, please continue on a separate folio and attach it to this form. You must sign all the additional folios.

State the grounds on which the internal appeal is based:

.....

.....

.....

.....

.....

State any other information that may be relevant in considering the appeal:

.....

.....

.....

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.....

.....

## FORM B: NOTICE OF INTERNAL APPEAL

## F. Notice of decision on appeal

You will be notified in writing of the decision on your internal appeal. If you wish to be informed in another manner, please specify the manner and provide the necessary particulars to enable compliance with your request.

State the manner: .....

Particulars of manner: .....

Signed at ..... this day ..... of ..... year.....

.....  
SIGNATURE OF APPELLANT

## FOR DEPARTMENTAL USE:

## OFFICIAL RECORD OF INTERNAL APPEAL:

Appeal received on ..... (date) by .....  
..... (state rank, name and surname of information officer/deputy information officer).

Appeal accompanied by the reasons for the information officer's/deputy information officer's decision and, where applicable, the particulars of any third party to whom or which the record relates, submitted by the information officer/deputy information officer on ..... (date) to the relevant authority.

OUTCOME OF APPEAL: .....

DECISION OF INFORMATION OFFICER/DEPUTY INFORMATION OFFICER CONFIRMED/NEW DECISION  
SUBSTITUTED

NEW DECISION: .....

DATE RELEVANT AUTHORITY .....

RECEIVED BY THE INFORMATION OFFICER/DEPUTY INFORMATION OFFICER FROM THE RELEVANT  
AUTHORITY ON (date): .....

## OBJECTION TO THE PROCESSING OF PERSONAL INFORMATION IN TERMS OF SECTION 11 (3) OF THE PROTECTION OF PERSONAL INFORMATION ACT, 2013 (ACT NO. 4 OF 2013)

[Regulation 2.]

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**FORM 2**

**REQUEST FOR CORRECTION OR DELETION OF PERSONAL INFORMATION OR DESTROYING  
OR DELETION OF RECORD OF PERSONAL INFORMATION IN TERMS OF SECTION 24 (1) OF THE  
PROTECTION OF PERSONAL INFORMATION ACT, 2013  
(ACT NO. 4 OF 2013)**

**REGULATIONS RELATING TO THE PROTECTION OF PERSONAL INFORMATION, 2018**

[Regulation 3.]

*Note:*

1. *Affidavits or other documentary evidence as applicable in support of the request may be attached.*
  2. *If the space provided for in this Form is inadequate, submit information as an Annexure to this Form and sign each page.*
  3. *Complete as is applicable.*
- Mark the appropriate box with an "x".

**Request for:**

<input type="checkbox"/>	Correction or deletion of the personal information about the data subject which is in possession or under the control of the responsible party.
<input type="checkbox"/>	Destroying or deletion of a record of personal information about the data subject which is in possession or under the control of the responsible party and who is no longer authorised to retain the record of information.

<b>A</b>	<b>DETAILS OF THE DATA SUBJECT</b>
Name(s) and surname/ registered name of data subject:	
Unique identifier/ Identity Number:	
Residential, postal or business address:	
	Code (    )
Contact number(s):	
Fax number/E-mail address:	
<b>B</b>	<b>DETAILS OF RESPONSIBLE PARTY</b>
Name(s) and surname / registered name of responsible party:	
Residential, postal or business address:	
	Code (    )
Contact number(s):	
Fax number/ E-mail address:	
<b>C</b>	<b>INFORMATION TO BE CORRECTED/DELETED/ DESTRUCTED/ DESTROYED</b>

**BOARD NOTICE 85 OF 2021****SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION**

Publication in terms of section 32(5) of the South African Council for 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 May 2021, into alleged improper conduct of the registered person.

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**Name of Person:** Thinandavha A Phaswana

**Registration Number:** D 1928

**Nature of the offence**

**Guilty** of contravention of Section 18(2) read with section 26(3) of the Act. Furthermore, guilty of contravention of Rules 1.1(1.1.2), 4.1 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. Thinandavha A Phaswana is fined R10 000(Ten Thousand Rand) in terms of section 32 (3) (a) (ii) of the Act and reprimanded in terms of section 32 (3) (a) (i).

**BOARD NOTICE 86 OF 2021****SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION**

Publication in terms of section 32(5) of the South African Council for the Architectural Profession Act No 44 of 2000 ("The Act") of the finding and sanction imposed in accordance with the settlement agreement signed on 22 April 2021, into alleged improper conduct of the registered person.

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**Name of Person: Quintin De Bruin**

**Registration Number: CAD 182**

**Nature of the offence**

**Guilty** of contravention of Rule 2.3 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. Quintin De Bruin is fined R8 000 (Eight Thousand Rand) in terms of section 32 (3) (a) (ii) of the Act and reprimanded in terms of section 32 (3) (a) (i).

**BOARD NOTICE 87 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 April 2021, into alleged improper conduct of the registered person.

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**Name of Person:** Pragasen Pather

**Registration Number:** PrArch6235

**Nature of the offence**

**Guilty** of the contravention of Rules 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 Pragasen Pather is reprimanded in terms of section 32 (3) (a) (i) of the Act and fined R10 000 (Ten thousand rand) in terms of section 32 (3) (a) (ii) of the Act.

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**BOARD NOTICE 88 OF 2021****SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION**

Publication in terms of section 32(5) of the South African Council for 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 May 2021, into alleged improper conduct of the registered person.

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**Name of Person: Mutheiwana E Munarini**

**Registration Number: T1615**

**Nature of the offence**

**Guilty** of contravention of Rule 1.1(1.1.2), 4.1, 5.1 and 5.9 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. Mutheiwana E Munarini is fined R10 000(Ten Thousand Rand) in terms of section 32 (3) (a) (ii) of the Act and reprimanded in terms of section 32 (3) (a) (i).

**BOARD NOTICE 89 OF 2021****SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION**

Publication in terms of section 32(5) of the South African Council for 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 May 2021, into alleged improper conduct of the registered person.

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**Name of Person: Michael V. Kriek**

**Registration Number: T 1031**

**Nature of the offence**

**Guilty** of contravention of Rule 4.1 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. Michael V. Kriek is fined R6 000(Six Thousand Rand) in terms of section 32 (3) (a) (ii) of the Act and reprimanded in terms of section 32(3)(a)(i) of the Act.

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**BOARD NOTICE 90 OF 2021****SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION**

Publication in terms of section 32(5) of the South African Council for the Architectural Profession Act No 44 of 2000 ("The Act") of the finding and sanction imposed in accordance with the settlement agreement signed on 30 May 2021, into alleged improper conduct of the registered person.

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**Name of Person: Lawrence Trevor Jacobs**

**Registration Number: ST1694**

**Nature of the offence**

**Guilty** of contravention of Rule 1.1(1.1.2), 3.1, 4.1, 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. Lawrence Trevor Jacobs is fined R10 000(Ten Thousand Rand) in terms of section 32 (3) (a) (ii) of the Act and reprimanded in terms of section 32 (3) (a) (i).

**BOARD NOTICE 91 OF 2021****SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION**

Publication in terms of section 32(5) of the South African Council for 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.

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**Name of Person:** J. P. De Swardt

**Registration Number:** PrArch20556

**Nature of the offence**

**Guilty** of contravention of Rule 5.1, 5.4 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. J. P. De Swardt is fined R5 000 (Five Thousand Rand) in terms of section 32 (3) (a) (ii) of the Act and reprimanded in terms of section 32 (3) (a) (i) of the Act.

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**BOARD NOTICE 92 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 31 March 2021, into alleged improper conduct of the registered person.

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**Name of Person:** Engela de Beer

**Registration Number:** PrArch21568

**Nature of the offence**

**Guilty** of the contravention of Rule 3.5,4.1 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:**

- Engela de Beer is fined R17500.00 (seventeen thousand five hundred rand) in terms of section 32 (3) (a) (ii) of the Act.

**BOARD NOTICE 93 OF 2021****SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION**

Publication in terms of section 32(5) of the South African Council for 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 May 2021, into alleged improper conduct of the registered person.

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**Name of Person:** Carel A. Van Der Merwe

**Registration Number:** CAD20892

**Nature of the offence**

**Guilty** of contravention of Section 18(2) read with section 26(3) of the Act and contravention of Rule 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.

**Sanction:**

- Mr. Carel A. Van Der Merwe is fined R8 000 (Eight Thousand Rand) in terms of section 32 (3) (a) (ii) of the Act and reprimanded in terms of section 32 (3) (a) (i) of the Act.

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**BOARD NOTICE 94 OF 2021****SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION**

Publication in terms of section 32(5) of the South African Council for 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 May 2021, into alleged improper conduct of the registered person.

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**Name of Person:** Antoinette Gisele Vanderstraeten

**Registration Number:** Pr. Arch 6789

**Nature of the offence**

**Guilty** of 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:**

- Mrs. Antoinette Gisele Vanderstraeten is fined R4 000 (Four Thousand Rand) in terms of section 32 (3) (a) (ii) of the Act and reprimanded in terms of section 32 (3) (a) (i).

**BOARD NOTICE 95 OF 2021****SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION**

Publication in terms of section 32(5) of the South African Council for 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 May 2021, into alleged improper conduct of the registered person.

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**Name of Person:** Andrew C Cusens

**Registration Number:** T0478

**Nature of the offence**

**Guilty** of contravention Rule 4.1, 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. Andrew C Cusens is fined R8 000 (Eight Thousand Rand) in terms of section 32 (3) (a) (ii) of the Act and reprimanded in terms of section 32 (3) (a) (i) of the Act.

**BOARD NOTICE 96 OF 2021****SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION**

Publication in terms of section 32(5) of the South African Council for 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 March 2021, into alleged improper conduct of the registered person.

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**Name of Person: Andre R. Gabriel**

**Registration Number: PAT 20737**

**Nature of the offence**

**Guilty** of contravention of Rule 1.1(1.1.2), 1.1(1.1.2), 2.4, 4.1, 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. Andre R. Gabriel is fined R10 000 (Ten Thousand Rand) in terms of section 32 (3) (a) (ii) of the Act and reprimanded in terms of section 32 (3) (a) (i).





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