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REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

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government
printing

Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICA

HIGH ALERT: SCAM WARNING!!!

TO ALL SUPPLIERS AND SERVICE PROVIDERS OF THE GOVERNMENT PRINTING WORKS

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

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

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

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

Example of e-mails these fraudsters are using:

PROCUREMENT@GPW-GOV.ORG

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

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

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

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

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

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

Fake Tenders

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

How tender scams work

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

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

OR

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

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

Protect yourself from being scammed

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

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

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

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

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

Closing times for **ORDINARY WEEKLY** **REGULATION GAZETTE** **2022**

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

- **31 December 2021**, Friday for the issue of Friday **07 January 2022**
- **07 January**, Friday for the issue of Friday **14 January 2022**
- **14 January**, Friday for the issue of Friday **21 January 2022**
- **21 January**, Friday for the issue of Friday **28 January 2022**
- **28 January**, Friday for the issue of Friday **04 February 2022**
- **04 February**, Friday for the issue of Friday **11 February 2022**
- **11 February**, Friday for the issue of Friday **18 February 2022**
- **18 February**, Friday for the issue of Friday **25 February 2022**
- **25 February**, Friday for the issue of Friday **04 March 2022**
- **04 March**, Friday for the issue of Friday **11 March 2022**
- **11 March**, Friday for the issue of Friday **18 March 2022**
- **17 March**, Thursday for the issue of Friday **25 March 2022**
- **25 March**, Friday for the issue of Friday **01 April 2022**
- **01 April**, Friday for the issue of Friday **08 April 2022**
- **07 April**, Thursday for the issue of Thursday **14 April 2022**
- **13 April**, Wednesday for the issue of Friday **22 April 2022**
- **21 April**, Thursday for the issue of Friday **29 April 2022**
- **28 April**, Thursday for the issue of Friday **06 May 2022**
- **06 May**, Friday for the issue of Friday **13 May 2022**
- **13 May**, Friday for the issue of Friday **20 May 2022**
- **20 May**, Friday for the issue of Friday **27 May 2022**
- **27 May**, Friday for the issue of Friday **03 June 2022**
- **03 June**, Friday for the issue of Friday **10 June 2022**
- **09 June**, Thursday for the issue of Friday **17 June 2022**
- **17 June**, Friday for the issue of Friday **24 June 2022**
- **24 June**, Friday for the issue of Friday **01 July 2022**
- **01 July**, Friday for the issue of Friday **08 July 2022**
- **08 July**, Friday for the issue of Friday **15 July 2022**
- **15 July**, Friday for the issue of Friday **22 July 2022**
- **22 July**, Friday for the issue of Friday **29 July 2022**
- **29 July**, Friday for the issue of Friday **05 August 2022**
- **04 August**, Thursday for the issue of Friday **12 August 2022**
- **12 August**, Friday for the issue of Friday **19 August 2022**
- **19 August**, Friday for the issue of Friday **26 August 2022**
- **26 August**, Friday for the issue of Friday **02 September 2022**
- **02 September**, Friday for the issue of Friday **09 September 2022**
- **09 September**, Friday for the issue of Friday **16 September 2022**
- **16 September**, Friday for the issue of Friday **23 September 2022**
- **23 September**, Friday for the issue of Friday **30 September 2022**
- **30 September**, Friday for the issue of Friday **07 October 2022**
- **07 October**, Friday for the issue of Friday **14 October 2022**
- **14 October**, Friday for the issue of Friday **21 October 2022**
- **21 October**, Friday for the issue of Friday **28 October 2022**
- **28 October**, Friday for the issue of Friday **04 November 2022**
- **04 November**, Friday for the issue of Friday **11 November 2022**
- **11 November**, Friday for the issue of Friday **18 November 2022**
- **18 November**, Friday for the issue of Friday **25 November 2022**
- **25 November**, Friday for the issue of Friday **02 December 2022**
- **02 December**, Friday for the issue of Friday **09 December 2022**
- **08 December**, Thursday for the issue of Thursday **15 December 2022**
- **15 December**, Thursday for the issue of Friday **23 December 2022**
- **22 December**, Thursday for the issue of Friday **30 December 2022**

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.

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GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

CLOSING TIMES FOR ACCEPTANCE OF NOTICES

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

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

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

All notices received after the closing time will be rejected.

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

GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

EXTRAORDINARY GAZETTES

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

NOTICE SUBMISSION PROCESS

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

GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

QUOTATIONS

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

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

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

CANCELLATIONS

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

AMENDMENTS TO NOTICES

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

REJECTIONS

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

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

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

GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

LIABILITY OF ADVERTISER

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

CUSTOMER INQUIRIES

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

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

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

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

GOVERNMENT PRINTING WORKS - BUSINESS RULES

PAYMENT OF COST

31. The Request for Quotation for placement of the notice should be sent to the Gazette Contact Centre as indicated above, prior to submission of notice for advertising.
32. Payment should then be made, or Purchase Order prepared based on the received quotation, prior to the submission of the notice for advertising as these documents i.e. proof of payment or Purchase order will be required as part of the notice submission, as indicated earlier.
33. Every proof of payment must have a valid **GPW** quotation number as a reference on the proof of payment document.
34. Where there is any doubt about the cost of publication of a notice, and in the case of copy, an enquiry, accompanied by the relevant copy, should be addressed to the Gazette Contact Centre, **Government Printing Works**, Private Bag X85, Pretoria, 0001 email: info.egazette@gpw.gov.za before publication.
35. Overpayment resulting from miscalculation on the part of the advertiser of the cost of publication of a notice will not be refunded, unless the advertiser furnishes adequate reasons why such miscalculation occurred. In the event of underpayments, the difference will be recovered from the advertiser, and future notice(s) will not be published until such time as the full cost of such publication has been duly paid in cash or electronic funds transfer into the **Government Printing Works** banking account.
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37. The **Government Printing Works** reserves the right to levy an additional charge in cases where notices, the cost of which has been calculated in accordance with the List of Fixed Tariff Rates, are subsequently found to be excessively lengthy or to contain overmuch or complicated tabulation.

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

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Pretoria
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GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT**NO. 2255****8 July 2022****MEAT SAFETY ACT, 2000 (ACT NO. 40 OF 2000)****INVITATION FOR THE PUBLIC TO COMMENT ON REGULATIONS FOR FEES TO BE
PUBLISHED UNDER THE MEAT SAFETY ACT, 2000 (ACT NO. 40 OF 2000)**

I, Angela Thoko Didiza, Minister of Agriculture, Land Reform and Rural Development, acting under section 22 of the Meat Safety Act, 2000 (Act No. 40 of 2000), hereby publish the attached Regulations for fees under the Act for public comment.

Interested parties are invited to submit written comments within 30 days from the date of publication of this Public Consultation Notice to the following address:

The Director

Directorate: Veterinary Public Health

Department of Agriculture, Land Reform and Rural Development

Private Bag X138

Pretoria

0001

Tel: +2712 319 7688

Fax: +2712 319 7699

E-mail: VPH@Dalrrd.gov.za

Delpen Building, Office G21, Corner Annie Botha and Union Streets, Riviera, PRETORIA 0084



MRS AT DIDIZA, MP

MINISTER FOR AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

SCHEDULE**Definitions**

1. In this Schedule "the Regulations" means the Regulations to be published under Section 22(1)(d) of the Meat Safety Act, 2000.

REGULATIONS FOR FEES

**TARIFFS, RATES AND SCALES FOR SERVICES PROVIDED BY THE DEPARTMENT OF
AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT**

NATURE OF SERVICE, GOODS OR SUPPLIES PROVIDED	TARIFF APPLICABLE FROM 1 APRIL 2022 ¹	REMARKS / EXPLANATION
MEAT SAFETY ACT 2000 (ACT NO. 40 OF 2000)		
1. Inspection and auditing of import establishment for registration	R2 000.00	Section 22(1)(d) Section 13(6)(d)
2. Follow-up inspection and auditing of import establishment for registration	R1 000.00	Section 22(1)(d) Section 13(6)(d)
3. Inspection of imported meat consignment (inspection, examination, sampling of imported controlled goods)	R542.00 for 30 minutes or a portion thereof	Section 22(1)(d)
4. Follow-up inspection of imported meat consignment (inspection, examination, sampling of imported controlled goods)	R240 per container/unit or portion thereof during working hours	Section 22(1)(d)
5. Inspection and auditing of food safety laboratory for registration	R2 000.00	Section 22(1)(d)
6. Follow-up inspection and auditing of food safety laboratory for registration	R1 000.00	Section 22(1)(d)
7. Appeal to the Minister or MEC in terms of the Meat Safety Act, 2000	R7 245.00	Section 18(2)
8. Application for import permit	R210	Section 13(2)
9. Issuance of extensions/dispensation/amendment letter for imported consignments	R320.00 per extension/dispensation /amendment letter	Section 13(2)

¹ Tariffs applicable in the subsequent financial years will be adjusted by the prevailing Consumer Price Index unless otherwise advised

<https://www.dalrrd.gov.za/Branches/Agricultural-Production-Health-Food-Safety/Veterinary-Public-Health/Veterinary-Public-Health/Policy-Documents>

COMMENTS TEMPLATE: REGULATIONS FOR FEES UNDER THE MEAT SAFETY ACT, 2000 (ACT NO. 40 OF 2000)

Organisation	Date	Clause	Comments/Proposed change	Motivation/Rationale for proposed change

REGULATIONS FOR FEES TO BE PUBLISHED UNDER THE MEAT SAFETY ACT, 2000 (ACT NO. 40 OF 2000)

The word version is available on:

<https://www.dalrrd.gov.za/vetweb/pamphlets&Information/Policy/Comments%20Template%20for%20fees%20Meat%20Safety%20Act%20March%202022.docx>

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 2256

8 July 2022

NOTICE OF INTENTION TO AMEND THE GAZETTE 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. Samuel Sipho Mabena, 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 property 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 30 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. 41350, under Notice 1467 of 2017, dated 22 December 2017, to the extent that it relates to the property listed below, will be removed unless cause to the contrary is shown to the satisfaction of the Regional Land Claims Commissioner.

The details of the Gazette No 41350, under Notice 1467 of 2017, dated 22 December 2017, relevant for this notice include the following:

Reference No: Z 0240 and Z0244
Claimant: Mr. Samuel Sipho Mabena
Property Description: See below
Owner: See below
Date Submitted: 30 December 1998

No.	Property Description	Land Owner
1.	Portion 63 of farm De Wagendrift 417 JR	114 Klerksoord Pty Ltd

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 63 of farm De Wagendrift 417 JR; and/or
- (b) The claimants did not have rights (as defined in the Act) on the property listed above; and
- (c) The claimed land affects portions 57 & 61 of the farm Boekenhoutskloofdrift 286 JR, portion 0 (RE) of the farm Sonskyn 242 JR and portion 1 (RE) of the farm De Wagendrift 417 JR

Any party who may have an interest in the above-mentioned land claim is hereby invited to make representations, within 30 days from the publication of this notice, as to why the gazette should not be amended 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 AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 2257

8 July 2022

NOTICE OF INTENTION TO AMEND THE GAZETTE NOTICE IN TERMS OF SECTION 11A (2) AND 11A (3) OF THE RESTITUTION OF LAND RIGHTS ACT, NO. 22 OF 1994 (AS AMENDED)

WHEREAS a land claim was lodged by the Mr. Boy Peter Moreraïne, 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 claim form 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) and 11A (3) of the Act that at the expiry of 30 days from the date of the publication of this notice in the Government Gazette, the notice for this claim form previously published in terms of section 11(1) of the Act in Gazette No 30537, under Notice 1729 of 2007, dated 07th of December 2007, to the extent that it relates to this claim, 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 30537, under Notice 1729 of 2007, dated 07th of December 2007, relevant for this notice include the following:

Reference No: Z0171 (KRP 12362)

Claimant: Mr. Boy Peter Moreraïne

Property Description: Undivided 1/19 share in portion 7 (remaining extent) of the farm Valschspruit 458 JR

Owner: National Government of the Republic of South Africa


Date Submitted: 05 January 1999

Ref No.	Property Description	Title Deed Number	Extent Ha	Land Owner
Z 0171 (KRP 12362)	Undivided 1/19 share in portion 7 (remaining extent) of the farm Valschspruit 458 JR	T23924/1985 MPU T51541/2018 T28328/1995 MPU T51541/2018	465.6356 ha	National Government of the 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 claim was lodged after the cut-off date for lodgement being 31 December 1998.

Any party who may have an interest in the above-mentioned land claim is hereby invited to make representations, within 30 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

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DEPARTMENT OF ECONOMIC DEVELOPMENT

NO. 2258

8 July 2022

COMPETITION COMMISSION

NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:

ORKILA SOUTH AFRICA (PTY) LTD

AND

UMONGO PETROLEUM (PTY) LTD

CASE NUMBER: 2021OCT0033

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

1. On 21 October 2021, the Competition Commission (Commission) received notice of an intermediate merger wherein Orkila South Africa (Pty) Ltd (Orkila) intends to acquire sole control of Umongo Petroleum (Pty) Ltd (Umongo). On completion of the proposed transaction, Orkila will have sole control of Umongo.

Parties to the transaction

2. The primary acquiring firm is Orkila. Orkila is a wholly owned subsidiary of Azelis S.A.
3. The primary target firm is Umongo. Umongo is controlled by Omnia Group (Pty) Ltd (Omnia) with majority shareholding. The remaining shareholding in Umongo is held by Historically Disadvantaged Persons (HDPs).

Activities of the parties

4. Orkila, part of the Acquiring Group, is a distributor of specialty chemicals and food ingredients to customers in South Africa. The company operates in a wide range of market sectors including mainly pharmaceutical, food, animal nutrition, agrochemicals as well as rubber and plastics additives. Orkila's primary activities are currently in the distribution of specialty chemicals for life sciences and not industrial chemicals.
5. Azelis, part of the Acquiring Group, is a global distributor of specialty chemicals and food ingredients. Specifically, Azelis is involved in the distribution of specialty chemical products used in life sciences industries (personal care, pharmaceutical, food and health, animal nutrition, specialty agriculture/horticulture, homecare, and industrial cleaning) and in industrial chemicals industries (e.g., covers coatings, adhesives, sealants, elastomers, rubber and plastic additives, and lubricants and metal working fluids). However, Azelis does not distribute industrial chemicals in South Africa. Azelis' presence in the lubricants and metalworking fluids segment in Africa and the Middle East is very limited, with sales in Nigeria, Algeria, Morocco, Ghana, and Egypt.
6. Umongo, the target firm, is a distributor of additives, base oils, specialty and related petroleum products in South Africa and the rest of sub-Saharan Africa. Umongo primarily acts as a distributor for various subsidiaries of Chevron Corporation (Chevron). The customers use additives and base oils to produce lubricants.

Competition analysis

7. The Commission considered the activities of the merging parties and found that the proposed transaction does not result in any overlap. Orkila is a distributor of specialty chemicals and food ingredients to customers in South Africa. Orkila operates in a wide range of market sectors including mainly pharmaceutical, food, animal nutrition, agrochemicals as well as rubber and plastics additives. Orkila's primary activities are currently in the distribution of specialty chemicals for life sciences and not industrial chemicals.
8. Orkila does not distribute the same or similar products to those of Umongo. Umongo is a distributor of additives, base oils, specialty and related petroleum products in South Africa and the rest of sub-Saharan Africa to industrial customers. Therefore, the Acquiring Group and Umongo are not active

in the same segment, nor do they serve the same customers in South Africa. As such, there is no overlap between the activities of the merging parties in South Africa. Considering the above, the Commission is of the view that the proposed transaction is unlikely to substantially prevent or lessen competition in any market in South Africa.

Public interest

9. The proposed transaction does not raise any employment concerns.

The promotion of a greater spread of ownership

10. The Commission and the merging parties agreed on a condition that the merging parties will introduce a BEE ownership structure within two years of the merger implementation date (attached as **Annexure A**).

Conclusion

11. The Commission approves the proposed transaction subject to conditions attached as **Annexure A**.

ANNEXURE A
ORKILA SOUTH AFRICA (PTY) LTD
AND
UMONGO PETROLEUM (PTY) LTD

CASE NO: 2021OCT0033

DEFINITIONS

1.1. The following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings –

- 1.1. **“Act”** means the Competition Act, 89 of 1998 as amended.
- 1.2. **“Approval Date”** means the date referred to on the Commission's Merger Clearance Certificate (Form CC 15).
- 1.3. **“Autumn Storm”** means Autumn Storm Investments 294 (Pty) Ltd, the current BEE shareholder of Umongo.
- 1.4. **“B-BBEE Investor”** means a BEE Partner, or BEE partners, yet to be identified.
- 1.5. **“Commission”** means the Competition Commission of South Africa.
- 1.6. **“Conditions”** means these conditions.
- 1.7. **“Commission Rules”** means the Rules for the Conduct of Proceedings in the Commission.
- 1.8. **“Implementation Date”** means the date occurring after the Approval Date, on which the Merger is implemented by the Parties.

- 1.9. **“Merger”** means the acquisition of control of Umongo by Orkila, being the merger transaction notified to the Commission in terms of the Act under case number 2021Oct0033.
- 1.10. **“Merged Entity”** means Orkilla, Umongo, and Orbichem.
- 1.11. **“Orkila”** means Orkila South Africa Proprietary Limited
- 1.12. **“Orbichem”** means Orbichem Petrochemicals (Pty) Ltd, a subsidiary of Umongo.
- 1.13. **“Parties”** means Orkila and Umongo.
- 1.14. **“South Africa”** means the Republic of South Africa.
- 1.15. **“Transfer”** means the disposal of a certain shareholding in the Merged Entity to a B-BBEE Investor.
- 1.16. **“Transfer Period”** means 2 (two) year period beginning on the Implementation Date;
- 1.17. **“Tribunal”** means the Competition Tribunal of South Africa.
- 1.18. **“Tribunal Rules”** means the Rules for the Conduct of Proceedings in the Tribunal.
- 1.19. **“Trustee”** means one or more natural or legal person(s), independent of the Parties, who is appointed by the Parties in terms of these Conditions, who shall, inter alia, have the exclusive mandate to implement the Divestiture during the Trustee Divestiture Period;
- 1.20. **“Trustee Period”** means a period of 6 (six) months after the appointment of the Trustee in terms of these Conditions following the expiry of the Divestiture Period from Implementation Date; and
- 1.21. **“Umongo”** means Umongo Petroleum Proprietary Limited.

2. RECORDAL

- 2.1. On 21 October 2021, the Parties notified an intermediate merger where Orkila intends to acquire Umongo. The Commission found that the proposed transaction does not raise any competition issues.
- 2.2. The Commission and the merging parties agreed on a condition that the merging parties will introduce a BEE ownership structure within two years of the merger implementation date.

3. CONDITIONS

- 3.1. The Parties shall implement the Transfer within the Transfer Period.
 - 3.1.1. If it is necessary in order to ensure that the Transfer contemplated in clause 3.1. is achievable, the Parties shall provide reasonable financial support to assist the selected B-BBEE Investor(s) to finance the acquisition of the shareholding contemplated.

4. TRANSFER BY THE TRUSTEE

- 4.1. If the Merged Entity fails to conclude the Transfer within the Transfer Period, the Trustee shall implement the Transfer to the B-BBEE Investor in accordance with these Conditions.
- 4.2. The Merged Entity shall procure that the Trustee enjoys an exclusive mandate and a power of attorney to implement the Transfer to the B-BBEE Investor during the Trustee Period at no minimum price.
- 4.3. Notwithstanding clause 4.12, the Trustee shall be required to use all reasonable commercial endeavours to procure that any disposal concluded in respect of the Transfer shall be on mutually acceptable commercial terms for the Merged Entity and the B-BBEE Investor.

- 4.4. Should the Trustee fail to conclude a disposal in terms of these Conditions, the Trustee may apply to the Commission for an extension of the Trustee Period for a maximum of one (1) further period which period shall not exceed 3 (three) months, on good cause shown. The Commission's consent to an extension may not be unreasonably withheld.
- 4.5. The Trustee shall:
- 4.5.1. submit to the Commission and the Merged Entity a quarterly report (that is, every 3 (three) months) on progress in implementing the Transfer;
 - 4.5.2. submit, in writing, to the Commission and the Merged Entity the name of the potential and actual B-BBEE Investor together with any relevant documentation in respect of the potential B-BBEE Investor that the Commission may reasonably request; and
 - 4.5.3. procure that the B-BBEE Investor provides the Commission and the Merged Entity with an affidavit deposed to by a senior official of that potential and actual B-BBEE Investor confirming the accuracy of all information relating to the actual B-BBEE Investor.

5. THE APPOINTMENT OF THE TRUSTEE

- 5.1. The Parties shall, subject to the prior written approval of the Commission, appoint a Trustee in accordance with clause 4.1.
- 5.2. The Trustee shall:
- 5.2.1. be independent of the Parties;
 - 5.2.2. possess the necessary qualifications to carry out his or her mandate.
 - 5.2.3. be an independent, experienced investment banker, consultant or auditor.
 - 5.2.4. not, at the time of appointment, provide auditing or advisory services to the Merging Parties; and
 - 5.2.5. not, at the time of appointment, be exposed to a conflict of interest.

- 5.3. The Parties shall propose a Trustee for the Commission's written approval within five (5) Days of the expiry of the Transfer Period.
- 5.4. The proposal in clause 5.3 shall contain such information as is necessary for the Commission to determine whether the proposed Trustee is suitable to execute the Trustee's Mandate and shall include, *inter alia*, the proposed Trustee's contact details, qualifications and experience.
- 5.5. The Trustee's relationship (if any) with the Merging Parties for the 24 (twenty-four) months preceding the Implementation Date shall be disclosed to the Commission in writing and under oath.
- 5.6. The Commission shall approve or reject the proposed Trustee in writing promptly upon receiving the proposal in clause 5.3, which approval shall not be unreasonably withheld. Should the Commission reject the proposed Trustee, the Commission shall provide detailed reasons justifying the rejection of the proposed Trustee.
- 5.7. The Parties shall appoint the Trustee approved of by the Commission pursuant to clause 5.6 within five (5) Days of the Commission's approval.
- 5.8. If the proposed Trustee is rejected by the Commission, the Parties shall submit the names of at least two (2) more proposed Trustees within fifteen (15) Days of being informed of that rejection.
- 5.9. If the Commission, acting reasonably and on good cause shown, rejects all further proposed Trustees, the Commission shall appoint a Trustee within 30 (thirty) Days of rejecting the further proposed Trustees.
- 5.10. The Parties shall:
 - 5.10.1. pay the reasonable fees and expenses of the Trustee on the terms and conditions agreed upon in writing between the Parties and the Trustee;
 - 5.10.2. within five (5) Days of the Trustee's appointment, the Parties should pursuant execute in favour of the Trustee a comprehensive power of attorney granting him or her the powers and authorities necessary to execute his or her obligations.

- 5.11. A certified copy of the power of attorney shall be submitted to the Commission within five (5) Days of the Trustee's appointment.
- 5.12. The power of attorney granted to the Trustee shall expire on the earlier of the termination of the Trustee's mandate or the discharge of the Trustee.
- 5.13. The Parties shall indemnify the Trustee and hold the Trustee harmless against any liabilities arising from the performance of the Trustees' duties, except to the extent that such liabilities result from the wilful default, recklessness and/or negligence of the Trustee.

6. MONITORING OF CONDITIONS

- 6.1. The Parties shall submit a compliance report to the Commission, describing the extent of its compliance with the Conditions in clause 3. These reports must be lodged within 5 (five) Days after each anniversary of the Implementation Date for a period of two years.
- 6.2. Prior to the implementation of the Transfer envisaged in clause 3.1. above, Orkila will provide the Commission with details of the Transfer in writing. These details shall include: the transaction structure, identities of prospective B-BBEE Investor(s), documentary evidence that prospective B-BBEE Investor(s) are HDPs, the proportion of shareholding that each prospective B-BBEE Investor(s) will receive, the number of board appointments each B-BBEE Investor(s) is entitled to and confirmation of whether the transaction constitutes a merger for the purposes of the Act. The Commission shall provide any comments or queries related to the transaction to the Acquiring Firm, in writing within 30 (thirty) Days of receiving the details of the transaction from Orkila.
- 6.3. The Parties shall circulate a copy of the Conditions to all employees of the Parties within 5 (five) Days of the Approval Date and/or their respective elected representatives.
- 6.4. As proof of compliance thereof, the Parties shall within 5 (five) Days of circulating the Conditions, provide the Commission with an affidavit by a senior official of the Parties attesting to the circulation of the Conditions and attach a copy of the notice sent.

6.5. The Parties shall inform the Commission of the Implementation Date within 5 (five) Days of its occurrence.

6.6. Any person who believes that the Parties have failed to comply with clause 3 of the Conditions may approach the Commission with his/her complaint.

7. BREACH OF CONDITIONS

7.1. An apparent breach by the Parties of any of the Conditions shall be dealt with in terms of Rule 39 of the Commission Rules read together with Rule 37 of the Tribunal Rules.

8. VARIATION

8.1. The Parties may at any time, and on good cause shown, apply to the Commission for any of the Conditions to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the Parties' application to the Commission, the Parties may apply to the Tribunal for appropriate relief.

9. GENERAL

9.1. All correspondence in relation to the Conditions must be submitted to the following e-mail addresses: mergerconditions@compcom.co.za and Ministry@thedtic.gov.za

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

DEPARTMENT OF ECONOMIC DEVELOPMENT

NO. 2259

8 July 2022

COMPETITION COMMISSION

NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:

**SMG WESTERN CAPE (PTY) LTD AND THE MCCARTHY FAMILY TRADING HOLDCO
(PTY) LTD**

AND

AURIC AUTO PROPRIETARY LIMITED

CASE NUMBER: 2021SEP0030

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions as set out below:

1. On 15 September 2021, the Competition Commission (the "Commission") received notice of an intermediate merger whereby SMG Western Cape (Pty) Ltd ("SMG WC") and The McCarthy Family Trading Holdco (Pty) Ltd ("SMG Holdco") intend to acquire BMW Constantia Agency ("BMW Constantia"), BMW Cape Town Agency ("BMW Cape Town") and the BMW Auto Atlantic ARC from Auric Auto (Pty) Ltd ("Auric Auto"). BMW Constantia, BMW Cape Town and the BMW Auto Atlantic ARC are collectively referred to as the "Target Firms".
2. In terms of the proposed transaction, SMG WC will acquire the Target Firms from Auric Auto. As part of this transaction, SMG Holdco will also enter into a management agreement with SMG WC in terms of which SMG WC will be managed by SMG Holdco. Thus, in terms of the management agreement, SMG Holdco will also acquire control of the Target Firms in terms of section 12(2)(g) of the Competition Act.

3. The primary acquiring firms are: (i) SMG WC, and (ii) SMG Holdco, a private company incorporated in South Africa.
4. SMG WC does not control any firm. SMG WC is controlled by McCarthy Investments GBC 1 ("McCarthy Investments"). McCarthy Investments is in turn controlled by the McCarthy Family Foundation ("McCarthy Foundation"). The McCarthy Foundation is not controlled by any firm.
5. SMG Holdco is controlled by the Sean McCarthy Trust ("McCarthy Trust"). SMG Holdco controls several firms including the following: (i) SMG Value Added Services (Pty) Ltd; (ii) SMG Services (Pty) Ltd; (iii) Bidvest 6 (Pty) Ltd; (iv) SMG Ballito (Pty) Ltd; and SMG Durban (Pty) Ltd.
6. SMG WC and SMG Holdco and all the firms directly or indirectly controlling them, and all the firms controlled by SMG Holdco, shall be referred to as the "Acquiring Group".
7. The Acquiring Group operates BMW, BMW Motorrad, MINI, Jaguar, Land Rover, Toyota and Lexus branded dealerships or agencies across KwaZulu Natal and Cape Town. These dealerships/agencies also offer after-sales services and after-sales branded OEM parts and accessories.
8. The primary target firms consist of the following: (i) BMW Constantia, (ii) BMW Cape Town and (iii) Auto Atlantic ARC ("Target Firms"). The Target Firms are wholly owned by Auric Auto.
9. BMW Constantia and BMW Cape Town are dealerships or agencies for new BMW/MINI vehicles. They also sell used vehicles and provide aftersales services. Auto Atlantic ARC is a BMW/MINI approved repair Centre. All the Target Firms are based in Western Cape.

Relationship between the parties / products (horizontal/vertical)

10. The Commission assessed the proposed merger in the following markets:

- 10.1. The narrow market for the retail of new passenger vehicles within the Cape Town Metropolitan areas.
- 10.2. National market for the sale of used passenger vehicles.
- 10.3. The provision of after-sale servicing/maintenance work for BMW and MINI vehicles that are in warranty or motor plan.
- 10.4. The provision of after-sale servicing/maintenance work for BMW and MINI branded vehicles that are out of warranty or motor plan.
- 10.5. Supply of after-sale spare parts for BMW and MINI branded vehicles that are still in warranty or motor plan.
- 10.6. Supply of after-sale spare parts for BMW and MINI branded vehicles that are out of warranty or motor plan.
- 10.7. Provision of accident repair services (body repair work) for BMW and MINI branded vehicles in Cape Town.

Assessment of the market for the retail and supply of new passenger vehicles

11. The Commission considered the effect of the merger on both inter-brand competition and intra-brand competition.

Inter-brand competition

12. The Commission found that the merging parties will have a combined market share of [0 - 10%] post-merger in the retail of new passenger vehicles in the Cape Town area. The market shares are based on data from an August 2020 – July 2021 Lightstone Auto Report.
13. The Commission is therefore of the view that the proposed transaction is unlikely to substantially prevent or lessen inter-brand competition as the combined post-merger market share of the merging parties remains low.

Intra-brand competition

14. The Commission found that the merging parties will have significant market shares [above 45%] in the Cape Town Area. Given the high market share enjoyed by the merging parties in the retail of BMW branded vehicles, the Commission assessed the possible unilateral effects

relating to the supply of BMW branded vehicles, provision of after-sale service/maintenance and parts.

Unilateral effects assessment relating to the supply of new and used BMW and MINI branded vehicles in Cape Town

15. The Commission found that the ability of the merged entity to unilaterally increase prices of new and used BMW branded passenger vehicles is constrained by the BMW sales model. The Commission understands that BMW dealerships do not determine prices for vehicles or sell cars directly to customers. Instead, all sales of new and used BMW and MINI branded vehicles are concluded directly between BMW SA and the customer. When BMW SA sells a new or used BMW vehicle, the customer chooses a BMW agent to deliver that vehicle to the customer and BMW SA instructs that BMW agent to deliver the vehicle to the customer at a fixed fee. The fixed fee is paid to the agent by BMW SA.
16. Considering the above, the Commission finds that the proposed transaction is unlikely to result in unilateral price increases as the prices of new and used BMW and MINI branded vehicles are determined by BMW SA and not by the dealership. Therefore, BMW agents do not compete on prices as far as the retail of new and used BMW and MINI branded vehicles are concerned. Furthermore, the Commission finds that the fee that is payable to BMW dealers or agents is fixed and is determined by BMW SA and that dealership or agents cannot unilaterally demand higher delivery fees.

Assessment of unilateral effects relating to provision of after-sale services or maintenance work and supply of spare parts during warranty

17. The Acquiring Group estimates that a significant number of customers who bought new vehicles over the past 3 years returned to the selling dealer agent to service the vehicle. The Target Firms also indicated that a significant number of new vehicles sold by the Auric Auto Group are retained to perform services and or maintenance. Given that the merging parties will be the single largest dealership group for BMW and MINI branded vehicles in Cape Town and the fact that most of the customers return to service their cars from the selling dealership,

the Commission assessed if the merging parties will be able to unilaterally increase the prices of after-sale service/maintenance and spare parts.

18. Firstly, the Commission assessed how pricing is determined between the dealerships and BMW SA. The Commission found that the prices charged by BMW agents or dealerships for after-sale servicing for vehicles that are still under warranty are determined and approved by BMW SA. The prices are reviewed annually by BMW SA.
19. Considering the above, the Commission is of the view that the proposed transaction is unlikely to raise any significant unilateral effects concerns as the merging parties do not have the ability to unilaterally increase prices for maintenance work performed on vehicles that are still under warranty and for parts that are fitted to vehicles that are still under warranty.

Unilateral effects assessment relating to the provision of after-sale services or maintenance and supply of spare parts for out of warranty or vehicles with no motor plan (Used BMW and MINI Branded Vehicles)

20. The merging parties indicate that the labour rates for out-of-warranty vehicles are determined independently by the dealership. In this regard, the merging parties indicate that due to extensive competition in the out-of-warranty servicing market, the out-of-warranty service rates are discounted in order to retain customers.
21. The Commission notes that the Acquiring Group has been pricing differently than the Target Group over the past 3 (three) years. The Commission is concerned that the Acquiring Group can still increase its out-of-warranty prices for maintenance work and parts. The Commission notes from the merging parties' submissions that they face some competition from other BMW Agents and independent service centres. However, given the high concentration levels in the provision of BMW and MINI branded out-of-warranty maintenance work and parts, the Commission will continue to monitor this market.
22. Parts for vehicles that are out of the motor plan or out of warranty are priced at the recommended price. The retail price for BMW parts which are not sold as part of in-warranty or in-motor plan work is recommended by BMW SA. In this regard, BMW SA recommends a

cost-plus margin to its dealer agents. A dealer agent may discount that recommended margin but cannot exceed it. The Commission's investigation shows that parts are usually discounted which may be reflective of competition in aftermarket parts.

23. The Commission is concerned about the concentration that arises from the transaction and the effect it may have on the cost of services, out-of-warranty maintenance work and parts. Though this will continue to be monitored, it does not appear that the present transaction is likely to result in substantial unilateral effects on out-of-warranty maintenance work and parts.

Coordinated effects assessment relating to the provision of after-sale services/maintenance for used BMW and MINI Vehicles in Cape Town

24. The Commission finds that pre-merger, there are 8 (eight) BMW and MINI branded dealerships in Cape Town, 2 (two) of which are owned by the Acquiring Group and 2 (two) are owned by the Target Firms. This means that the merger results in a notable increase in concentration for BMW-branded dealerships or agencies. Because of this concentration, the Commission investigated possible coordination in the provision of after-sales service and sale of spare parts for BMW branded vehicles that are out of warranty.

25. The Commission notes that before the merger the Acquiring Group's dealerships determined their own discounts for out-of-warranty services and maintenance. This is also the case with the Target Firms. An extract from the Target Firms' submission reads:

"The retail price for BMW parts which are not sold as part of in-warranty or in-motor plan work is recommended by BMW SA. In this regard, BMW SA recommends a cost-plus margin to its dealer agents. A dealer agent may discount that recommended margin but cannot exceed it. Due to the extensive competition within the parts market the recommended margin is usually discounted. Each dealer agent makes its own decisions about these discounts and the discount applied varies by customer."

26. The same discounts are also applied to after-sale servicing and maintenance work. The pricing information provided by the merging parties relating to their discounted labour rates for out-of-warranty maintenance work shows that the dealerships/agents that form part of the

Acquiring Group were charging different discounted prices for the past three years. The discounts offered by the Acquiring Firm's dealerships are not only due to competition from other BMW agents but also from independent service centres.

27. The Commission recognises that whilst coordination between BMW agents in Cape Town is likely given the concentration in the market, the Acquiring Group dealerships have, pre-merger, been charging different prices. This suggests that this might continue to be the case even post-merger. It is also likely that the 4 (four) remaining BMW agents in Cape Town will continue to act independently, making coordination less likely.

28. The Commission is thus of the view that the proposed merger is unlikely to result in coordination in the provision of after-sale servicing for used BMW and MINI vehicles and the sale of spare parts for used BMW and MINI vehicles. This is because these markets are fragmented with several players active in the market including independent parts suppliers such as Gold Wagen and independent service centres such as Car Care Clinic.

Assessment of the market for the retail of used passenger vehicles

29. In assessing this market, the Commission took guidance from the Tribunal's previous rulings which indicate that the market for sale of pre-owned vehicles is characterised by low entry barriers and various players competing in the market. In the instant transaction, the Commission did not find any evidence that contradicts this finding.

Assessment of the market for the provision of body repair services (Accident Repair Centre) in Cape Town

30. The Commission finds that both the merging parties are active in the provision of accident repair services as they are both approved BMW body repairers in Cape Town. In Cape Town, there are 3 (three) approved BMW and MINI body repair centres (accident repair centres or ARCs). The merging parties will own 2 (two) and the other will be owned by a third party Donford ARC. The merger thus results in a substantial increase in concentration in this market.

31. However, the Commission found that insurers constitute the primary customers of ARCs and that they (insurers) exercise countervailing power. Insurers determine which ARC will be used for an insured customer's motor vehicle repair subject only to the requirement that in-warranty BMW/MINI branded vehicles must be repaired at a BMW approved ARC. For instance, labour rates for accident damage repairs are negotiated by the individual insurance companies with the ARC and concluded in a formal Service Level Agreement (SLA). These SLAs are renewed periodically between the parties.

32. The Commission will continue to monitor this market given high concentration levels and the possibility of exploitative conduct. However, it does not appear that the present transaction is likely to substantially prevent or lessen competition in the accident repair market as the customers of the merging parties appear to have countervailing power.

Public interest

Effect of employment

33. The merging parties gave an unequivocal statement that there will not be any retrenchments as a result of the transaction. The employees of the Target Firms will be transferred in terms of section 197 of the Labour Relations Act of 1995 and accordingly their employment will not be negatively affected.

34. The Commission engaged with the unions and employee representatives representing the employees of the merging parties and no concerns were raised.

The promotion of a greater spread of ownership, in particular to increase the levels of ownership of historically disadvantaged persons and workers in firms in the market

35. The Acquiring Group through SMG WC is a level 4 B-BBEE contributor. This is based on the Acquiring Group's procurement spend. The Acquiring Group does not have any B-BBEE ownership and does not have any employee share ownership scheme.

36. Auric Auto, the firm controlling the Target Firms has a BEE shareholding. As a direct result of the proposed transaction, Auric Auto will cease to have interest in the Target Firms. Thus, the merger will result in the reduction in ownership by HDPs in the Target Firms. However,

the parties indicate that they are in the process of concluding an agreement in terms of which a new B-BBEE shareholder will acquire shares in the Acquiring Firm.

37. Considering the above, the Commission and the merging parties agreed to a condition that will require the merging parties to conclude a B-BBEE transaction in terms of which they will sell shares in the Acquiring Firm to a B-BBEE shareholder within 36 months following the implementation of the proposed transaction. In addition, the merging parties have also agreed that the SMG WC (the primary acquiring firm) will procure as many non-OEM Products as possible from HDPs. The Conditions are attached hereto as **Annexure A**.

38. The transaction raises no other public interest concerns.

Conclusion and recommendations

39. The Commission therefore approves the proposed merger with conditions. The conditions are attached as **Annexure A** hereto.

ANNEXURE A**SMG WESTERN CAPE (PTY) LTD AND MCCARTHY FAMILY TRADING HOLDCO (PTY)****LTD****AND****AURIC AUTO PROPRIETARY LIMITED****CASE NUMBER: 2021SEP0030**

DEFINITIONS AND INTERPRETATION**1. DEFINITIONS**

Unless inconsistent with the context, the words and expressions set forth below shall bear the following meanings and cognate expressions shall bear corresponding meanings.

- 1.1 **“Acquiring Firms”** means SMG Western Cape Proprietary Limited and The McCarthy Family Trading Holdco Proprietary Limited;
- 1.2 **“Approval Date”** means the date on which the Commission approves the Merger;
- 1.3 **“B-BBEE”** means broad-based black economic empowerment as defined in the B-BBEE Act;
- 1.4 **“B-BBEE Act”** means the Broad Based Black Economic Empowerment Act, 53 of 2003;
- 1.5 **“B-BBEE Shareholder/s”** means a Historically Disadvantaged Person or a natural person who is a “black person” as defined in the B-BBEE Act, a firm which is majority controlled by “black persons” as defined in the B-BBEE Act, or a “B-BBEE controlled company” as defined in the B-BBEE Act;
- 1.6 **“B-BBEE Transaction”** means a transaction to be concluded with the B-BBEE Shareholders in terms of which at least [confidential]% shareholding in the Primary Acquiring Firm will be transferred to the B-BBEE Shareholder/s;

- 1.7 **“Commission”** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;
- 1.8 **“Commission Rules”** means the Rules for the Conduct of Proceedings in the Commission;
- 1.9 **“Competition Act”** means the Competition Act, 89 of 1998 as amended;
- 1.10 **“Conditions”** means the conditions set out in this Annexure A;
- 1.11 **“Days”** means business days being any day other than a Saturday, Sunday or official public holiday in South Africa;
- 1.12 **“Historically Disadvantaged Person”** means a historically disadvantaged person as defined in sections 3 (2) of the Competition Act;
- 1.13 **“Implementation Date”** means the date which is defined as the Effective Date in the Merger Agreement that is the commencement of business on the first Day of the month succeeding the date on which all the conditions precedent in the Merger agreement are fulfilled and the Merger agreement becomes unconditional and binding on the Primary Acquiring Firm and the Target Firm;
- 1.14 **“Merger”** means the Acquiring Firms’ acquisition of the business of the Target Firms as contemplated in the transaction notified to the Commission under case number 2021SEP0030;
- 1.15 **“Merging Parties”** means the Acquiring Firms and the Target Firm;
- 1.16 **“Non-OEM Products”** means those goods and services the procurement of which is not prescribed or regulated by BMW South Africa Proprietary Limited;
- 1.17 **“Primary Acquiring Firm”** means SMG Western Cape Proprietary Limited;
- 1.18 **“South Africa”** means the Republic of South Africa;
- 1.19 **“Target Firms”** means the Target Firm’s businesses comprising the Constantia BMW Agency, the Cape Town BMW Agency and the Auto Atlantic BMW Approved Repair
-

Centre, certain of the assets of those businesses (listed equipment, work in progress, consumables, parts and goodwill), the Leases and the employees currently employed by those businesses;

- 1.20 **“Transfer”** means the transfer of [confidential] shares in the Primary Acquiring Firm on mutually acceptable commercial terms to the Primary Acquiring Firm and one or more B-BEEE Shareholder/s.
- 1.21 **“Transfer Period”** means the period beginning after the expiry of 36 months from the Implementation Date and ending 6 months thereafter;
- 1.22 **“Tribunal”** means the Competition Tribunal of South Africa;
- 1.23 **“Tribunal Rules”** means the Rules for the Conduct of Proceedings in the Tribunal;
- 1.24 **“Trustee”** means one or more natural or legal person(s), independent of the Parties, who is appointed by the Primary Acquiring Firm in terms of these Conditions, who shall, inter alia, have the exclusive mandate to implement the Transfer during the Trustee Period;
- 1.25 **“Trustee Period”** means six months after appointment of the Trustee in terms of these Conditions following the expiry of 36 (thirty-six) months from the Implementation Date.

2. **RECORDAL**

- 2.1 On 15 September 2021, the Commission received notice of an intermediate merger wherein the Primary Acquiring Firm intends to acquire control over the Target Firms. Following its investigation, the Commission found that the merger is unlikely to substantially prevent or lessen competition in any relevant market.
- 2.2 In considering the effect of the merger on public interest, the Commission found that the merger would result in a dilution of ownership by HDPs in the Target Firms from **[confidential]% to [confidential]%**. To remedy the concern, the Primary Acquiring Firm has agreed to these Conditions.

3. CONDITIONS TO THE APPROVAL OF THE MERGER

- 3.1 The Primary Acquiring Firm will ensure that within 36 (thirty-six) months from the Implementation Date, a shareholding of at least [confidential]% in the Primary Acquiring Firm is transferred on mutually acceptable commercial terms to one or more B-BEEE Shareholder/s.
- 3.2 In furtherance of the objectives of the B-BBEE Transaction, the Primary Acquiring Firm shall ensure that B-BBEE Shareholder/s shall be entitled to nominate for election to the Primary Acquiring Firm's board of directors, 1 director for every 15% of the Primary Acquiring Firm's shares held by the B-BBEE Shareholder/s.
- 3.3 Prior to the implementation of the B-BBEE Transaction, the Primary Acquiring Firm will provide the Commission with details of the B-BBEE Transaction in writing, for the Commission's approval. These details shall include, but not be limited to, the transaction structure, identities of prospective B-BEEE Shareholder/s, documentary evidence that the prospective shareholders are B-BEEE Shareholder/s, the proportion of shareholding that each prospective B-BEEE Shareholder/s will receive, the number of board appointments each B-BEEE Shareholder/s is entitled to and confirmation of whether the B-BBEE Transaction constitutes a merger for the purposes of the Act.
- 3.4 Within 60 (sixty) Days after receipt of the details of the B-BBEE Transaction, the Commission shall confirm whether or not the BEE Shareholders comply with the BEE requirements as stipulated in these Conditions.
- 3.5 For the avoidance of doubt, to the extent that the B-BBEE Transaction constitutes a small, an intermediate or large merger in terms of the Competition Act, the B-BBEE Transaction can then only be implemented once same has been notified to the Commission as a small, an intermediate or large merger as applicable, in terms of the Competition Act and approved with or without conditions.
- 3.6 That for 24 (twenty-four) months from the Implementation Date the Primary Acquiring Firm will ensure that it does not reduce procurement of non-OEM Products from Historically

Disadvantaged Persons below the level achieved by the Target Firms in its scorecard which expired during September 2021.

4. TRANSFER BY THE TRUSTEE

- 4.1 If the Primary Acquiring Firm fails to transfer the [confidential]% shareholding in the Primary Acquiring Firm to one or more B-BEEE shareholder/s within the Transfer Period, the Trustee shall implement the Transfer to one or more B-BEEE Shareholder/s in accordance with these Conditions.
- 4.2 The Primary Acquiring Firm shall procure that the Trustee enjoys an exclusive mandate and a power of attorney to implement the Transfer to one or more B-BBEE Shareholders/s during the Trustee Period.
- 4.3 Notwithstanding clause 4.1, the Trustee shall be required to use all reasonable commercial endeavours to procure that any disposal concluded in respect of the Transfer shall be on mutually acceptable commercial terms to the Primary Acquiring Firm and the B-BEEE Shareholder/s.
- 4.4 Should the Trustee fail to conclude a disposal in terms of these Conditions, the Trustee may apply to the Commission for an extension of the Trustee Period for a maximum of one (1) further period which period shall not exceed 3 (three) months, on good cause shown. The Commission's consent to an extension may not be unreasonably withheld.
- 4.5 The Trustee shall:
 - 4.5.1 submit to the Commission and the Primary Acquiring Firm a quarterly report (that is, every 3 (three) months) on progress in implementing the Transfer;
 - 4.5.2 submit, in writing, to the Commission and the Primary Acquiring Firm the name of the potential and actual B-BBEE Shareholder/s together with any relevant documentation in respect of the potential B-BBEE Shareholder/s that the Commission may reasonably request; and

- 4.5.3 procure that the B-BBEE shareholder/s provides the Commission and the Primary Acquiring Firm with an affidavit deposed to by a senior official of that potential and actual B-BBEE Shareholder/s confirming the accuracy of all information relating to the actual B-BBEE Shareholder/.

5. THE APPOINTMENT OF THE TRUSTEE

- 5.1 The Primary Acquiring Firm shall, subject to the prior written approval of the Commission, appoint a Trustee in accordance with this clause 4.1.
- 5.2 The Trustee shall:
- 5.2.1 be independent of the Merging Parties; possess the necessary qualifications to carry out his or her mandate;
 - 5.2.2 be an independent, experienced investment banker, consultant or auditor;
 - 5.2.3 not, at the time of appointment, provide auditing or advisory services to the Merging Parties; and
 - 5.2.4 not, at the time of appointment, be exposed to a conflict of interest.
- 5.3 The Merging Parties shall propose a Trustee for the Commission's written approval within five (5) Days of the expiry of the Transfer Period.
- 5.4 The proposal in clause 5.3 shall contain such information as is necessary for the Commission to determine whether the proposed Trustee is suitable to execute the Trustee's mandate and shall include, *inter alia*, the proposed Trustee's contact details, qualifications and experience as well as his/her comprehensive curriculum vitae.
- 5.5 The Trustee's relationship (if any) with the Primary Acquiring Firm for the 24 (twenty-four) months preceding the Implementation Date shall be disclosed to the Commission in writing and under oath and the potential Trustee must depose to an affidavit in this regard.

- 5.6 The Commission shall approve or reject the proposed Trustee in writing after receiving the proposal in clause 5.3, which approval shall not be unreasonably withheld. Should the Commission reject the proposed Trustee, the Commission shall provide detailed reasons justifying the rejection of the proposed Trustee.
- 5.7 The Primary Acquiring Firm shall appoint the Trustee approved of by the Commission pursuant to clause 5.6 within five (5) Days of the Commission's approval.
- 5.8 If the proposed Trustee is rejected by the Commission, the Parties shall submit the names of at least two (2) more proposed Trustees within 15 Days after being informed of that rejection.
- 5.9 If the Commission, acting reasonably and on good cause shown, rejects all further proposed Trustees, the Commission shall appoint a Trustee within 30 Days of rejecting the further proposed Trustees.
- 5.10 The Primary Acquiring Firm shall:
- 5.10.1 pay the reasonable fees and expenses of the Trustee on the terms and conditions agreed upon in writing between the Primary Acquiring Firm and the Trustee;
- 5.10.2 within five (5) Days after the Trustee's appointment, the Primary Acquiring Firm should pursuant execute in favour of the Trustee a comprehensive power of attorney granting him or her the powers and authorities necessary to execute his or her obligations.
- 5.11 A certified copy of the power of attorney shall be submitted to the Commission within five (5) Days of the Trustee's appointment.
- 5.12 The power of attorney granted to the Trustee shall expire on the earlier of the termination of the Trustee's mandate or the discharge of the Trustee.
- 5.13 The Primary Acquiring Firm shall indemnify the Trustee and hold the Trustee harmless against any liabilities arising from the performance of the Trustees' duties, except to

the extent that such liabilities result from the wilful default, recklessness and/or negligence of the Trustee.

6. MONITORING OF COMPLIANCE WITH THE CONDITIONS

- 6.1 The Acquiring Firm shall inform the Commission of the Implementation Date within 5 (five) Days after its occurrence.
- 6.2 The Acquiring Firm shall circulate a copy of the conditions to their employees, employee representatives and any relevant trade unions within 5 (five) Days of the Approval Date.
- 6.3 Within 5 days of the Approval Date, the Primary Acquiring Firm shall submit to the Commission the Target Firm's BEE scorecard referred to in clause 3.6.
- 6.4 Within 30 Days after the first and second anniversaries of the Approval Date respectively, the Acquiring Firm shall report to the Commission detailing its progress in achieving compliance with these Conditions. This report shall be accompanied by an affidavit attested to by a senior official of the Acquiring Firm confirming the accuracy of the report.
- 6.5 The Commission may request additional information from the Acquiring Firm from time to time as necessary to monitor compliance with these Conditions.
- 6.6 Any person who believes that the Acquiring Firm has not complied with the Conditions may approach the Commission. In the event that the Commission determines that there has been an apparent breach by the Acquiring Firm of the Conditions, the matter shall be dealt with in terms of Rule 39 of the Rules for the Conduct of Proceedings in the Commission.

7. APPARENT BREACH

- 7.1. If the Commission receives any complaint concerning non-compliance with the Conditions or otherwise determines that there has been an apparent breach by the Primary Acquiring Firm of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Commission Rules read with Rule 37 of the Tribunal Rules.

8. **VARIATION**

- 8.1. The Primary Acquiring Firm may at any time, on good cause shown, apply to the Commission for the Conditions to be lifted, revised or amended. Should a dispute arise concerning the variation of the Conditions, the Primary Acquiring Firm shall apply to the Tribunal, on good cause shown, for the Conditions to be lifted, revised or amended.

9. **GENERAL**

- 9.1 All correspondence in relation to these Conditions must be submitted to the following email addresses: mergerconditions@compcom.co.za and ministry@thedtic.gov.za.

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

DEPARTMENT OF ECONOMIC DEVELOPMENT

NO. 2260

8 July 2022

COMPETITION COMMISSION

NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:

IZIMBIWA HANDLING SYSTEMS PROPRIETARY LIMITED

AND

IZIMBIWA COAL PROPRIETARY LIMITED

CASE NO: 2021SEP0057

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

1. On 29 September 2021, the Competition Commission ("Commission") received a notice of an intermediate merger whereby Izimbiwa Handling Systems Proprietary Limited ("IHS") intends to acquire 100% of the issued shares in Izimbiwa Coal Proprietary Limited ("Izimbiwa Coal") from Izimbiwa Coal Holdings Proprietary Limited ("IC Holdco"), as well as all the loan claims against IC Holdco held by IC Holdco and Glencore Holdings South Africa Proprietary Limited. Post-merger, Izimbiwa Coal will become a wholly owned subsidiary of IHS.
2. The acquiring firm is IHS. IHS is controlled by Into Africa Mining and Exploration Proprietary Limited ("Into Africa"). Into Africa is 100% controlled by Historically Disadvantaged Persons ("HDP"). IHS controls Amahle Trucking Proprietary Limited. Into Africa and all its subsidiaries including IHS will collectively be referred to as the "Into Africa Group." Into Africa Group is a mining services investment company with interests in coal mining, processing, logistics and

handling services. Into Africa Group owns collieries that are suppliers to Eskom. Into Africa's collieries also produce, or can produce, coal suitable for the export market.

3. The primary target firm is Izimbiwa Coal. Izimbiwa Coal is controlled by IC Holdco. IC Holdco is in turn ultimately jointly controlled by Phembani Group Proprietary Limited ("Phembani Group") and Glencore plc ("Glencore"). Phembani Group is a firm owned by Historically Disadvantaged Persons ("HDPs"). Izimbiwa Coal owns and operates a coal mining complex near Middelburg, Mpumalanga. Izimbiwa Coal owns and operates what it calls the Middelburg Operations. Izimbiwa Coal historically supplied coal to Eskom, the residual domestic market and the international seaborne (export) market.
4. The Commission considered the activities of the merging parties and found that they overlap with regard to the mining and supply of thermal coal. Into Africa Group primarily supplies coal to Eskom and to the export market. In contrast, Izimbiwa Coal has historically supplied coal to the tied market (Eskom), the residual domestic market and the international seaborne (export) market. For the purpose of the proposed transaction, the Commission considered the following markets:
 - 4.1. The national tied domestic market; and
 - 4.2. The export markets.

Market share assessment relating to the national tied domestic market (supply to Eskom)

5. The Commission notes that whilst the merging parties both supplied thermal coal to the tied market, there is no overlap in the power stations supplied by the merging parties. At the national level relating to the supply of coal to Eskom, the Commission found the merged entity will have post-merger market share of less than 10%. Eskom did not raise any concerns relating to the proposed merger.
6. The Commission is of the view that the proposed transaction is unlikely to substantially prevent or lessen competition in the national market for the tied domestic market.

Market share assessment relating to the supply of thermal coal to the export market

7. In the export market, the Commission found that the merged entity will have post-merger market share of less than 10%. The Commission is of the view that the merged entity is a relatively small player in the export market and the proposed transaction is unlikely to change the structure of the market substantially.
8. The Commission is of the view that the proposed transaction is unlikely to substantially prevent or lessen competition in the export market for the supply of coal.

Effect on employment

9. The merging parties submit that the proposed transaction will not have any adverse effect on employment. Particularly, no retrenchments or job losses will occur as a result of the proposed transaction. Into Africa Group intends to operate Izimbiwa Coal to its full capacity and therefore does not intend to retrench any employees. Further, given that the transaction entails an acquisition of shares, employees' terms and conditions will remain the same.
10. However, the merging parties indicate that there have been retrenchments at both the Into Africa Group and the Izimbiwa Coal pre-merger. The parties submitted that these retrenchments were unrelated to the proposed transaction. The parties submit that these retrenchment processes are unrelated to the proposed transaction and are as a result of low energy demand and the effect of the Covid-19 pandemic.

Submissions by the Department of Trade Industry and Competition (dtic)

11. The dtic was concerned about the significant pre-merger retrenchments at Into Africa Group and at Izimbiwa Coal. As such, the dtic requested the Commission to engage the merging parties with a view to institute, as a commitment/ condition of the merger, that suitable

employment opportunities (when these become available) be offered to retrenched employees in both the Into Africa Group and Izimbiwa post-merger.

Commission's assessment of whether or not the pre-merger retrenchments are merger specific

12. In order to assess whether or not these retrenchments are linked to the merger, the Commission evaluated the merging parties' strategic documents including board minutes and presentations, internal memorandums, correspondence with trade unions as well as correspondence between the merging parties from when discussions regarding the proposed transaction commenced. The Commission could not find any evidence suggesting that the retrenchments were in any way linked to the proposed transaction. Therefore, the Commission is of the view that the pre-merger retrenchments are unlikely to be merger specific.

13. However, in light of the current economic climate and the unemployment rate in South Africa, the Commission engaged the merging parties about imposing a condition to give preference to the retrenched employees when vacancies become available, provided that the employees have the requisite qualifications, skills, know-how or experience for the vacancy. This commitment will apply for a period of 12 (twelve) months after the implementation of the proposed transaction. The merging parties agreed to these conditions. The conditions are attached as **Annexure A**.

The effect on the promotion of a greater spread of ownership

14. The merging parties submitted that the proposed transaction will have a positive effect on the promotion a greater spread of ownership, in particular the proposed transaction will increase HDP ownership from 50.1% to 100% post-merger. Into Africa Group is a 100% black owned entity. The Commission found that Izimbiwa Coal has 50.1% black ownership.

15. The proposed transaction does not raise any public interest concerns.

16. The Commission therefore approves the proposed transaction subject to the conditions set out in **Annexure A** hereto.

ANNEXURE A
IZIMBIWA HANDLING SYSTEMS PROPRIETARY LIMITED
AND
IZIMBIWA COAL PROPRIETARY LIMITED
CASE NO: 2021SEP0057

DEFINITIONS

1.1. The following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings –

- 1.1 **"Acquiring Firm"** means Izimbiwa Handling Systems Proprietary Limited;
- 1.2 **"Affected Employees"** means Affected IC Employees, Acquiring Firm's affected mining operations employees, or any of the aforementioned as the context requires;
- 1.3 **"Affected IC Employees"** means the former employees of the Target Firm who were retrenched following the section 189 LRA consultation process which was complete and who have not been re-employed as at the Implementation Date;
- 1.4 **"Approval Date"** means the date on which the Merger is approved by the Commission as set out in the Commission's merger clearance certificate;
- 1.5 **"Commission"** means the Competition Commission of South Africa;
- 1.6 **"Competition Act"** means the Competition Act, No. 89 of 1998, as amended;
- 1.7 **"Days"** means any calendar day which is not a Saturday, a Sunday or an official public holiday in South Africa. A public holiday shall also include such days as may be declared by the President of the Republic of South in terms of the Public Holidays Act, No. 36 of 1994, as amended;
- 1.8 **"DTIC"** means the Department of Trade, Industry and Competition;

- 1.9 **"Implementation Date"** means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
- 1.10 **"IC Holdco"** means Izimbiwa Coal Holdings Proprietary Limited;
- 1.11 **"LRA"** means the Labour Relations Act, No. 66 of 1995, as amended;
- 1.12 **"Merger"** means the acquisition of control by the Acquiring Firm over the Target Firm;
- 1.13 **"Merging Parties"** means the Acquiring Firm and the Target Firm;
- 1.14 **"Target Firm"** means Izimbiwa Coal Proprietary Limited; and
- 1.15 **"Tribunal"** means the Competition Tribunal of South Africa.

2 RECORDAL

- 2.1 On 29 September 2021, the Commission was notified of the Merger. Both the Acquiring Firm and the Target Firm are involved in the mining and supply of thermal coal.
- 2.2 The Commission found that the Merger will not lead to a substantial lessening or prevention of competition in any relevant market.
- 2.3 Given the pre-merger retrenchments at the Acquiring Firm and the Target Firm, the Commission engaged the Merging Parties on the possibility of the Merger being approved subject to a condition obligating the Merging Parties to give preference to the Retrenched Employees when vacancies become available set out in clause **Error! Reference source not found.** below.
- 2.4 The Merging Parties agreed to these Conditions.

3 CONDITIONS ON EMPLOYMENT

- 3.1 With respect to the Affected Employees, the Acquiring Firm and the Target Firm undertakes that they will, within 25 (twenty-five) Days of the Implementation Date –
- 3.1.1** establish separate databases of the Affected Employees with such employees' contact details (to the extent that any one or more of the Target Firm, Acquiring Firm's affected mining operations do not already have some form of database in place); and
- 3.1.2** procure that communication is dispatched to all Affected IC Employees and Acquiring Firms affected mining operations employees forming part of the databases –
- 3.1.2.1 informing them of the commitments in terms of paragraph 3.2 below;
- 3.1.2.2 requesting them to update their contact details; and
- 3.1.2.3 offering them to opt-out of receiving vacancy communications for the duration of these undertakings.
- 3.2 Subject to paragraphs 3.3 and 3.6 below, for a period of 12 (twelve) months from the Implementation Date, if any employment opportunity arises at the Target Firm, Acquiring Firm's affected mining operations–
- 3.2.1** in respect of employment opportunities arising at the Target Firm, the Target Firm will, simultaneously with internal notification of such opportunity to existing employees (where relevant), send a batch notification to all Affected IC Employees informing them of the position as well as any eligibility criteria and application requirements;
- 3.2.2** in respect of employment opportunities arising at Acquiring Firm's affected mining operation, the Acquiring Firm shall procure that the affected firm will, simultaneously with internal notification of such opportunity to existing employees (where relevant), send a batch notification to all Affected mining operations

employees informing them of the position as well as any eligibility criteria and application requirements; and

- 3.2.3** in respect of employment opportunities arising at the second Acquiring Firm's affected mining operation, the Acquiring Firm shall procure that the affected mining operation will, simultaneously with internal notification of such opportunity to existing employees (where relevant), send a batch notification to all Affected mining operation employees informing them of the position as well as any eligibility criteria and application requirements.
- 3.3 The provisions of 3.2 will not apply in circumstances where the vacant position is of such a nature that it is evident that no Affected IC Employee and mining operations affected employee has the requisite skills, experience and/or qualifications for the position.
- 3.4 Under all circumstances, the onus will rest on the Affected Employees notified in accordance with the provisions of 3.2 to apply for the vacant position. Applicants will only be considered if their applications are received within the specified time period and comply with all specified requirements and criteria, subject to operational requirements at the time, it being recorded that there may be circumstances in which vacant positions need to be filled urgently which may require shortened time periods.
- 3.5 The Target Firm's and the Acquiring Firm's affected mining operations' assessment of any such application will be subject to applicable employment and related laws, the company's recruitment practices and policies at the time and its operational requirements.
- 3.6 For the avoidance of doubt, the undertakings in this Annexure "A", exclude any Affected Employees who have elected to opt out of receiving any vacancy communications as contemplated in 3.1.2.3 above.

4 MONITORING OF COMPLIANCE WITH THE CONDITIONS

- 4.1 The Acquiring Firm shall inform the Commission in writing of the Implementation Date of the Merger within 10 (ten) Days of it becoming effective.
- 4.2 The Acquiring Firm shall circulate a copy of the Conditions to the relevant trade unions of the Merging Parties within 10 (ten) Days of the Approval Date. As proof of compliance herewith, the Acquiring Firm shall within 10 (ten) Days of so circulating the Conditions, notify the Commission of compliance herewith and provide evidence of such circulation.
- 4.3 Within 10 (ten) Days of the first anniversary of the Implementation Date, the Acquiring Firm shall provide the Commission with a report which shall set out the number of vacancies, if any, that became available during the 12 (twelve) month period following the Implementation Date, the number of applications received from Affected Employees and the number of Affected Employees who have been re-employed.
- 4.4 Any person/s who believe that the Acquiring Firm has not complied with or have acted in breach of the Conditions may approach the Commission with a complaint.
- 4.5 The Commission may request such additional information from the Merging Parties which the Commission from time to time regards as necessary for the monitoring of compliance with these Conditions.
- 4.6 The Merging Parties shall submit to the Commission a list of Retrenched Employees within 10 (ten) Days of the Approval Date.

5 VARIATION

- 5.1 The Merging Parties may at any time, on good cause shown, apply to the Commission for these undertakings to be lifted, revised or amended. Should a dispute arise in relation to the variation of the Conditions, the Merging Parties shall apply to the Tribunal for the Conditions or any part thereof to be lifted, revised or amended.

6 GENERAL

- 6.1. All correspondence in relation to these Conditions shall be sent to mergerconditions@compcom.co.za and ministry@thedtic.gov.za.

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

DEPARTMENT OF ECONOMIC DEVELOPMENT

NO. 2261

8 July 2022

COMPETITION COMMISSION

NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:

AFRICAN PIONEER FOODS (PTY) LTD

AND

SUN ORANGE FARMS (PTY) LTD

CASE NUMBER: 2021JUL0022

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

1. On 12 July 2021, the Competition Commission (the Commission) received a notification of an intermediate merger wherein a black-owned investment management firm, African Pioneer Foods (Pty) Ltd (AP Foods) intends to acquire shares in Sun Orange Farms (Pty) Ltd (Sun Orange Farms) from the Sun Orange Workers Trust (Trust), a farmworkers' trust. Post-merger, the Trust and the Industrial Development Corporation Limited (IDC) will each hold a [CONFIDENTIAL] shareholding in Sun Orange Farms. African Pioneer Group (Pty) Ltd (APG) (the holding company of AP Foods) will become a majority shareholder in Sun Orange Farms.
2. The primary acquiring firm is AP Foods, a company incorporated in South Africa. AP Foods is a wholly owned subsidiary of APG. Dondolo Family Enterprises (Pty) Ltd (DFE) owns shares in APG. Apart from AP Foods, APG wholly controls the following entities: African Pioneer Marine (Pty) Ltd (APM), African Pioneer Energy (Pty) Ltd (AP Energy), and African Pioneer Gaming (Pty) Ltd (AP Gaming).
3. APG and AP Foods directly and indirectly hold shares in various entities. Of relevance to the proposed transaction is AP Foods' shareholding in EC Citrus Investments (Pty) Ltd (EC Citrus), which in turn holds shares in Thudana Holdings (Pty) Ltd (Thudana Holdings).

Thudana Citrus BEE Trust, a trust established for the benefit of workers in the entire Thudana Group, holds the balance of the shares in Thudana Holdings.

4. AP Foods is a food and beverage investment holding company and is wholly owned by APG, which is a black-owned investment holding company. APG's business operations consist of investments in a diverse range of markets, including fishing (held by APM), gaming (held by AP Gaming), energy (held by AP Energy), and the food and beverage industry (held by AP Foods). AP Foods is currently only indirectly involved in the agricultural market with investments in the dairy industry and the citrus industry through EC Citrus, which indirectly owns shares in Sun Orange Farms. EC Citrus is jointly controlled by AP Foods and San Miguel Fruits South Africa (Pty) Ltd (San Miguel). San Miguel provides sales and marketing support to EC Citrus and manages sales of citrus locally and globally. EC Citrus sells all its citrus production to San Miguel who distributes citrus fruit products, the majority of which is sold in the export market.
5. The primary target firm is Sun Orange Farms, a private company incorporated in South Africa. Sun Orange Farms is controlled by the following shareholders: IDC, Sontule Investment, Sun Orange Farm Investment and the Trust. Post-merger, APG will be the majority shareholder of Sun Orange Farms while the Trust and the IDC will each hold shares in Sun Orange Farms.
6. Sun Orange Farms operates a citrus fruit farming business in Sunland, Eastern Cape province. It grows and supplies various species of citrus fruit in both local and international markets. It relies on the relationship with San Miguel to market and sell its fruit.

Competition Assessment

7. The Commission considered the activities of the merging parties and found that the proposed merger does not result in a horizontal overlap given that no firm within the APG Group has controlling interests in any firm that provides services and/or products that can be deemed interchangeable or substitutable with those of Sun Orange Farms. Further, it bears mention that pre-merger, AP Foods (through its subsidiaries, Sun Orange Farms Investment and Sontule Investments) already has an indirect shareholding in Sun Orange Farms. Therefore, the Commission found that the merger is unlikely to change the structure of any market as there is no accretion in market share as a result of the merger. In light of the above, the Commission is of the view that the proposed merger is unlikely to substantially prevent or lessen competition in any relevant market in South Africa.

Public interest considerations

Employment

8. The merging parties have provided an unequivocal statement that there will be no retrenchments as a result of the merger. Further, the Commission did not find any evidence to suggest that the merging parties intend retrenching employees as a result of the merger. As such, the Commission concludes that the proposed merger is unlikely to raise any employment concerns.

Promotion of a greater spread of ownership in the market

9. The Commission found that the proposed transaction will result in a significant reduction of shareholding by workers in the merged entity, post-merger. This will lead to a negative effect in terms of the public interest provision aimed at the promotion of a greater spread of ownership, in particular increasing the levels of ownership by historically disadvantaged persons (HDPs) *and workers* in firms in the market. Further, there were concerns received by the Commission from the Minister of Trade, Industry and Competition (the “Minister”) and the Department of Agriculture, Land Reform and Rural Development (DALRRD) in this regard. Although the DTIC’s concerns have since partly been assuaged by the fact that an employee share ownership program (“ESOP”) (i.e., Thudana Citrus BEE Trust) linked to the acquiring firm will be established post-merger, the DALRRD and the DTIC remain concerned about whether the purchase price is for the benefit of the farmworkers, who are the beneficiaries of the Trust.
10. Considering the negative effect of the merger on ownership by workers, the Commission engaged the merging parties to establish if there are any positive public interest outcomes that are likely to arise from the proposed merger.
11. APG has agreed to set up (i) a bursary fund and (ii) a community enterprise development fund post-merger. APG has also agreed to appoint an independent financial adviser/consultant to provide independent financial advice to the farmworkers (who are beneficiaries of the Trust) regarding investment and saving opportunities that may be available to them after the conclusion of the transaction. Moreover, the Acquiring Firm has committed to change the current Trust Deed and replace it with an ESOP post-merger. It appears from the merging parties’ submissions that there are benefits that will accrue from this change. In addition, APG will offer corporate governance training to the new trustee directors of the ESOP, by allowing them to spend time with senior executives, attending all group board committee meetings, attending training on how to interpret financial documents etc. These training courses and programmes will enable the workers’ trustees

to improve their skills in general, especially should they wish to start their own businesses in the future.

12. The Commission therefore approves the proposed transaction subject to the conditions set out in **Annexure A** hereto, which the merging parties have agreed to.

13. In addition, there are no other public interest concerns likely to arise from the proposed transaction.

ANNEXURE A**AFRICAN PIONEER FOOD (PTY) LTD****AND****SUN ORANGE FARMS (PTY) LTD****CASE NUMBER: 2021JUL0022**

CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 In this document the following expressions bear the meanings assigned to them below and related expressions bear corresponding meanings —

1.1.1 **“AP Foods”** means African Pioneer Foods (Pty) Ltd;

1.1.2 **“APG”** means African Pioneer Group (Pty) Ltd;

1.1.3 **“APG Conversion Period”** means a period of 12 (twelve) months from the Implementation Date in terms of which APG is required to undertake the conversion process;

1.1.4 **“Approval Date”** means the date referred to on the Commission’s merger Clearance Certificate;

1.1.5 **“Beneficiaries”** means the farmworkers who collectively own **[confidential]** %shares in Sun Orange Farms, this being the shares that AP Foods seek to acquire through the proposed transaction;

1.1.6 **“Black-owned Business”** means a business directly or indirectly controlled by Black Persons;

1.1.7 **“Bursary Fund”** means funding made available by either of the Merging Parties or the Merged Entity to the children or dependents of the Beneficiaries of the Trust or nominated needy children in the local

community where the farm/s of Sun Orange Farms is/are located, to the value of R 4000 000.00 (four million rand) over a 5 (five) year period following the Implementation Date;

- 1.1.8 **“Close Family member”** means the spouse, children, brother, sister, mother, father, sister’s children and brother’s children of the Beneficiaries of the Trust that may be dependent on him or her;
- 1.1.9 **“Commission”** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;
- 1.1.10 **“Commission Rules”** mean the Rules for the Conduct of Proceedings in the Commission;
- 1.1.11 **“Community based enterprise development program”** means a development programme offered by either the Merging Parties or the Merged Entity to the local community of the Eastern Cape province, and which is intended to help local businesses with training and start-up funding as well as affording them the maximum opportunity to participate in providing products and services to the Merged Entity, to the value of R400 000.00 (four million rand) over a 5 (five) year period following the Implementation Date;
- 1.1.12 **“Competition Act”** means the Competition Act, 89 of 1998, as amended;
- 1.1.13 **“Conditions”** means these conditions contained in this Annexure A, agreed to by the Merged Entity and the Commission;
- 1.1.14 **“Conversion”** means the process whereby APG shall at its own cost convert the Beneficiaries’ post-merger shareholding in Sun Orange Farms into an ESOP for an effective direct shareholding into Sun Orange Farms, pursuant to paragraph 3.10 of the Conditions and in accordance with the design principles set out in Annexure A2 hereto. This may also include the conversion process undertaken by the Trustee;
- 1.1.15 **“Corporate governance training”** means a corporate governance-related training offered by either the Merging Parties or the Merged Entity to the new trustee directors of Sun Orange Farms;

- 1.1.16 **“Days”** mean business days, being any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
- 1.1.17 **“DTIC”** means the Department of Trade, Industry and Competition of South Africa;
- 1.1.18 **“ESOP”** means the ESOP contemplated in paragraph 3.10 of the Conditions;
- 1.1.19 **“Financial advisory services”** means training offered to Beneficiaries of the Sun Orange Workers Trust by an independent financial advisor/consultant appointed by either the Merging Parties or the Merged Entity in order to assist with the investment and saving opportunities available;
- 1.1.20 **“HDPs”** mean historically disadvantaged person, as defined in section 3(2) (a) to (e) of the Competition Act;
- 1.1.21 **“Implementation Date”** means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
- 1.1.22 **“Merged Entity”** means the combined firm resulting from the Merger between AP Foods and Sun Orange Farms;
- 1.1.23 **“Merger”** means the acquisition of 50% shares of Sun Orange Farms by AP Foods;
- 1.1.24 **“Merging Parties”** means AP Foods and Sun Orange Farms;
- 1.1.25 **“SMMes”** means Small Medium and Micro Enterprises;
- 1.1.26 **“South Africa”** means the Republic of South Africa;
- 1.1.27 **“Sun Orange Farms”** mean Sun Orange Farms (Pty) Ltd;
- 1.1.28 **“Tribunal”** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act;
- 1.1.29 **“Tribunal Rules”** mean the Rules for the Conduct of Proceedings in the Tribunal;
- 1.1.30 **“Trust”** means the Sun Orange Workers Trust;

- 1.1.31 “**Trustee**” means one or more natural or legal person(s), independent of the Merging Parties, who is/are appointed by APG in accordance with the provisions of these Conditions;
- 1.1.32 “**Trustee Conversion Period**” means a period of 6 (six) months following the expiry of the APG Conversion Period;
- 1.1.33 “**Trustee’s Mandate**” means the duties of the Trustee as set out in Annexure B to these conditions; and
- 1.1.34 “**Workers**” means employees as defined in the Labour Relations Act, and in the context of ownership, refers to ownership of a broad base of workers.

2. CONDITIONS TO THE APPROVAL OF THE MERGER

EDUCATIONAL FUNDING AND SKILLS DEVELOPMENT

- 2.1 Within 2 (two) months of the Implementation Date, APG shall set up a Bursary Fund, the purpose of which is to assist with the provision of funding for education for the children or dependents of the Beneficiaries of the Trust or nominated needy children in the local community in which the farm/s of Sun Orange Farms is located.
- 2.2 APG shall ensure that the Bursary Fund makes available an annual contribution of R 800 000.00 (eight hundred thousand rand) each year for a 5 (five) year period from the Implementation Date towards the objectives set out in paragraph 2.1 above.
- 2.3 APG shall ensure that the Bursary Fund is managed in accordance with the principles and conditions set out in Annexure A1 of these Conditions.
- 2.4 Within 1 (one) month of the Implementation Date, APG shall appoint at its own expense an independent financial consultant/advisor for the purpose of offering financial advisory services to the Beneficiaries of the Trust.
- 2.5 Within 2 (two) months of the Implementation Date, APG shall ensure that the appointed independent financial consultant/advisor provides financial advisory services to the Beneficiaries of the Trust.
- 2.6 For a period of 5 (five) years from the Implementation Date, APG shall ensure that it offers corporate governance training to the new trustee directors of the Trust.

This training shall include amongst others ensuring that the trustee directors of Trust spend time with senior executives (including auditors and legal counsel), attend all group board committee meetings, and attend training on how to interpret financial statements.

COMMUNITY-BASED ENTERPRISE DEVELOPMENT PROGRAMME

- 2.7 Within 3 (three) months of the Implementation Date, the Merged Entity shall develop a Community-based Enterprise Development Program in order to help and offer training and start-up funding to local SMMEs and Black-Owned Businesses. This program shall be aimed at developing and providing support to SMMEs and Black-Owned Businesses and other initiatives aimed at supporting and developing particularly small-scale businesses of historically disadvantaged persons in the local community of the Eastern Cape province.
- 2.8 APG shall set R 4 000 000.00 (four million rand) for purposes of the Community-based Enterprise Development Program.
- 2.9 In order to achieve the objectives, set out in clauses 2.7 and 2.8, APG shall ensure that R 800 000.00 (eight hundred thousand rand) is spent for its intended purpose each year for a period of 5 (five) years following the Implementation Date. The administration and management of this program shall vest with APG. APG shall design and implement projects and identify beneficiaries in line with the objectives of this program and consistent with the principles of this Condition.

EMPLOYEE SHARE OWNERSHIP PROGRAM

- 2.10 Within 12 (twelve) months of the Implementation Date, APG shall at its own cost convert the Beneficiaries' post-merger shareholding in Sun Orange Farms into an ESOP for an effective direct shareholding into Sun Orange Farms, in accordance

with the design principles set out in Annexure A2 hereto. It is specifically noted the Beneficiaries of the Trust must approve in favour of same.

- 2.11 Within 20 days of the Approval Date, APG must appoint an independent advisor who will represent the Trust and Trustees to protect their interest in the conversion process. The advisor must be independent of APG and agreed to by the trustees.
- 2.12 If APG fails to conclude and implement the Conversion within the APG Conversion period, APG shall appoint a Trustee at its own cost to oversee the conversion process.
- 2.13 The Trustee will have an exclusive mandate and power of attorney to conclude the Conversion within the Trustee Conversion Period.
- 2.14 The salient provisions of the Trustee's Mandate are annexed hereto as Annexure B.
- 2.15 In the event that the Trustee is unable to conclude the Conversion within the Trustee Conversion Period, the Trustee will apply to the Commission, in writing and on good cause shown, for consent to extend the Trustee Conversion Period by a further 6 (six) months after completion of the Trustee Conversion Period, which consent may not unreasonably be withheld.

3. APPOINTMENT AND ROLE OF THE TRUSTEE

- 3.1 APG shall propose in writing a nominee to be appointed as Trustee, for the Commission to consider, within fifteen (15) Days from the expiry the APG Conversion Period.
- 3.2 The Trustee shall possess the necessary qualifications to carry out its mandate, for example by an auditor, consultant or investment banker, and shall, at the date of appointment, not be exposed to a conflict of interest.
- 3.3 The proposal shall contain such information as is necessary for the Commission to determine whether the proposed Trustee is suitable to execute the Trustee's

Mandate and shall include, inter alia, the proposed Trustees' contact details and curriculum vitae.

- 3.4 Should the Commission reject the proposed Trustee, the Commission must provide detailed written reasons explaining the rejection of the proposed Trustee.
- 3.5 APG shall appoint the Trustee within 15 (fifteen) Days of the Commission's approval of the proposed Trustee, *inter alia*, on the terms contained in the Trustee's Mandate.
- 3.6 If the proposed Trustee is rejected, APG shall submit the names of at least two (2) more proposed Trustees within ten (10) Days of obtaining the detailed reasons explaining the rejection.
- 3.7 If the Commission, acting reasonably and on good cause shown, rejects all further proposed Trustees, the Commission shall nominate a Trustee, whom APG shall appoint within ten (10) Days of being informed by the Commission.
- 3.8 APG shall pay the reasonable fees and expenses of the Trustee on the terms and conditions agreed upon in writing between APG and the Trustee.
- 3.9 APG shall provide the Trustee with a comprehensive and duly executed power of attorney within 5 (five) Days of the Trustee's appointment.
- 3.10 This power of attorney shall take effect on the first day of the Trustee Conversion Period.
- 3.11 A certified copy of the power of attorney shall be submitted to the Commission within ten (10) Business Days of the Trustee's appointment.
- 3.12 The power of attorney shall enable the Trustee to perform actions which the Trustee considers strictly necessary or appropriate for purposes of the discharge of his or her mandate, including the power to appoint advisors and to execute the Trustee's Mandate.
- 3.13 The power of attorney granted to the Trustee shall expire on the earlier of the termination of the Trustee's Mandate or the discharge of the Trustee.
- 3.14 The key objective of the appointed Trustee is to ensure that he or she takes relevant steps to conclude the conversion of the Trust to an ESOP during the

Trustee Conversion Period in terms of these Conditions and the Trustee's Mandate.

- 3.15 APG shall indemnify the Trustee and hold the Trustee harmless against any liabilities arising from the performance of the Trustee's duties under the Trustee's Mandate, except to the extent that such liabilities result from the wilful default, recklessness and/or negligence of the Trustee.

4. MONITORING OF COMPLIANCE WITH THE CONDITIONS

- 4.1 The Merging Parties shall inform the Commission of the Implementation Date of the Merger within 5 (five) Days of its occurrence.
- 4.2 APG shall circulate a copy of the Conditions to the Beneficiaries of the Trust within 5 (five) Days of the Approval Date.
- 4.3 As proof of compliance thereof, APG shall within 10 Days of circulating the Conditions, provide the Commission with an affidavit by a senior official of APG attesting to the circulation of the Conditions and attach a copy of the notice sent.
- 4.4 For purposes of paragraph 2.1 above, APG shall provide the Commission with the names and employee numbers of the Beneficiaries of the Trust at least 1 (one) month after the Approval Date.
- 4.5 Within 4 (four) months from the Implementation Date, APG shall provide the Commission with a written report outlining the progress made in relation to paragraph 2.1, 2.4, 2.5 and 2.7 above.
- 4.6 APG shall inform the Commission of the commencement date of the ESOP contemplated in clause 2.10 above, within 5 (five) Days of its occurrence.
- 4.7 APG shall submit a detailed written report to the Commission and the DTIC within 15 (fifteen) Days after the anniversary of the Implementation Date and for a period of 5 (five) years, setting out its compliance with the Conditions. This report shall be

accompanied by an affidavit, attested to by a director and/or Chief Executive Officer of the Merged Entity in South Africa confirming the accuracy of the report.

4.8 Any of the Beneficiaries or any person/s who believe that the Merged Entity has not complied with or have acted in breach of the Conditions may approach the Commission with a complaint.

4.9 The Commission may request such additional information from the Merging Parties which the Commission from time to time regards as necessary for the monitoring of compliance with these Conditions.

5. APPARENT BREACH

5.1 An apparent breach by the Merging Parties of any of the Conditions shall be dealt with in terms of Rule 39 of the Commission Rules read together with Rule 37 of the Tribunal Rules.

6. VARIATION OF THE CONDITION

6.1 The Merged Entity may at any time, and on good cause shown, apply to the Commission for any of the Conditions to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the Merged Entity's application to the Commission, the Merged Entity may apply to the Tribunal for appropriate relief.

7. GENERAL

7.1 All correspondence in relation to these Conditions must be submitted to the following email address: mergerconditions@compcom.co.za and ministry@thedtic.gov.za.

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

ANNEXURE A1

1. The Chief Financial Officer or any appointed Finance or Human Resources Manager in the employment of APG (Fund Manager) shall be appointed to control and manage all financial and accounting aspects of the Bursary Fund.
2. Any beneficiary of the Trust wishing to make use of the designated fund allocated for the Bursary Fund shall apply to the Fund Manager for the duration of the Fund. The application shall be fully motivated and shall include details (on accredited document of the training facility in question) of the cost of the training programme, the material covered in the course and the certification or other accreditation conferred on participants upon successful completion of the training programme. APG will, upon request from any beneficiary of the Trust, assist or arrange for the assistance of any prospective applicant with the application process to respective institution where the training programme is offered.
3. Should an application for the bursary be successful, APG shall make payment of the fees in question directly to the training institution in question.
4. APG shall not unreasonably refuse to disburse funds to any Close Family Member of the Beneficiaries of the Trust who wishes to undertake any skills training or programme.
5. APG shall continue to offer funding to the Close Family Members of the Beneficiaries of the Trust for a period of 5 (five) years from the Implementation Date.
6. In the event that any of the Close Family Member of the Beneficiary of the Trust does not opt for training or bursary, the Beneficiary of the Trust can request that the fund allocated be utilized by a needy child/ren in the local community for the purposes of paying school fees and/or any other expense related to the education of a needy child/ren in the local community.
7. Any portion of the amount allocated to the Bursary Fund that remains unclaimed by the Beneficiaries of the Trust will be retained by APG.

8. For the sake of clarity, any contribution that APG will make to the Bursary Fund and the Community-based enterprise development program shall be separate from any other contribution associated with the provision of independent financial advisory services and any corporate governance training offered to the Beneficiaries of the Trust.

ANNEXURE A2**KEY DESIGN PRINCIPLES OF THE PROPOSED EMPLOYEE SHARE OWNERSHIP PROGRAMME
FOR THE BENEFIT OF THE BENEFICIARIES**

Design Principle	Applicable Criteria
Structure	<ul style="list-style-type: none"> ➤ Within 12 (twelve) months of the Implementation Date, APG to convert the Trust to an ESOP for an effective direct shareholding into the Merged Entity. ➤ Unitised employee share ownership trust to be registered.
Cost to Workers	<ul style="list-style-type: none"> ➤ Workers are not required to pay to participate in the ESOP. ➤ No cost to Workers/Beneficiaries of converting the stake into an ESOP.
Governance	<ul style="list-style-type: none"> ➤ APG to appoint at its own cost an advisor or legal representative to represent the interests of the Trust in the conversion of the Trust to an ESOP. ➤ In the event that APG fails to conclude the conversion process within 12 (twelve) months of the Implementation Date, APG shall appoint a Trustee at its own cost for purposes of overseeing the finalisation of the conversion process.
Duration	<ul style="list-style-type: none"> ➤ Perpetual/evergreen to cater for changing workforce.
Participation	<ul style="list-style-type: none"> ➤ All current and future Workers. ➤ Eligibility criteria: All permanent employees employed for at least certain months. ➤ Maternity leave will have no adverse impact on qualifying criteria.
Participation Benefits	<ul style="list-style-type: none"> ➤ All Beneficiaries will be entitled to: (a) dividends from day 1 (if declared and paid) and (b) capital growth/upside (upon sale of Sun Orange Farms), based on their participation rights calculated with reference to units allocated to beneficiaries. ➤ All Beneficiaries will benefit equally from an ESOP. ➤ Beneficiaries will cease to participate for bad leaver events: resignations and dismissals. ➤ Death, retirement and retrenchment will not affect participation.
Value and Funding	<ul style="list-style-type: none"> ➤ Value of the Beneficiaries' post-merger shareholding in the Merged Entity will be determined with reference to issued shares and valuation as at the closing of the transaction. ➤ No vendor financing involved as AP Foods is required to convert into an ESOP the existing shares held by the Trust in Sun Orange Farms.

ANNEXURE B

TRUSTEE MANDATE

1. DUTIES OF THE TRUSTEE

- 1.1. The key objective of the appointed Trustee is to ensure that he/she takes relevant steps to conclude and implement the Conversion in the interests of the Trust and in accordance with the principles set out in Annexure A2 hereto during the Trustee Conversion Period, should APG fail to do so during the APG Conversion Period.
- 1.2. The Trustee's duties set out above may not be extended or varied in any way by APG or Sun Orange Farms or any other party, save with the express written consent of the Commission.

2. REPORTING OBLIGATIONS OF THE TRUSTEE

- 2.1. The Trustee shall for the duration of the Trustee Conversion Period or from the commencement of the Trustee Conversion Period until termination of his/her mandate, furnish the Commission with a quarterly written report (i.e., every 3 (three) months from the Trustee's date of appointment) concerning his/her efforts to conclude the Conversion taking into account the principles set out in Annexure A2 hereto, and the progress made in concluding the Conversion within the Trustee Conversion Period.
- 2.2. The Trustee shall present the draft report to APG in advance of its submission of the report to the Commission so that APG may review the factual content of the report and provide its comments.
- 2.3. Any unresolved disagreement between the Trustee and APG concerning the content of the draft report must be noted in the final report.

3. ASSISTANCE BY THE ACQUIRING FIRM TO THE TRUSTEE

- 3.1. APG shall provide to the Trustee, or cause to be provided, all such reasonable assistance and information as may be required by the Trustee to enable him or her to carry out this mandate, by providing copies of all relevant documents and access to appropriate personnel.

- 3.2. APG shall cover all of its own expenses arising from the provision of such assistance.
- 3.3. APG shall provide the Commission, on receipt of a written request by the Commission, with an affidavit deposed to by a senior official of APG confirming the accuracy of the information provided to the Trustee.

4. CONVERSION PERIOD

- 4.1. For purposes of this Trustee's Mandate, the APG Conversion Period and the Trustee Conversion Period shall be the applicable time period specified in **Annexure A**.
- 4.2. In the event that APG has not concluded the Conversion within the APG Conversion Period in accordance with **Annexure A**, then the Trustee shall execute his/her mandate in accordance with the power of attorney referred to in **Annexure A**.

5. CONFIDENTIALITY

- 5.1. The Trustee's report and any other document generated by the Trustee in relation to his/her mandate will be confidential and for the sole use of the Trustee, the Commission and the Merging Parties.

6. ESTIMATED FEES AND EXPENSES

- 6.1. APG shall pay the Trustee's reasonable fees and expenses. The Trustee and APG may, prior to or immediately following approval of the Trustee by the Commission, negotiate a reasonable rate of fees and expenses for the Trustee.

7. REPLACEMENT, DISCHARGE AND RE-APPOINTMENT OF TRUSTEE

- 7.1. The Commission may at any time, after consultation with the Trustee, order APG to remove the Trustee, if the Trustee has not acted in accordance with the Trustee's Mandate.
- 7.2. The new Trustee shall be appointed in accordance with the procedure referred to in **Annexure A**.

8. TERMINATION OF THE MANDATE

- 8.1. The Trustee's Mandate will automatically terminate upon completion by the Trustee of his or her obligations under this mandate subject to written confirmation from the Commission.

DEPARTMENT OF ECONOMIC DEVELOPMENT

NO. 2262

8 July 2022

COMPETITION COMMISSION

NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:

THERMO FISCHER SCIENTIFIC INC.

AND

PPD, INC.

CASE NUMBER: 2021AUG0009

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions as set out below:

1. On 10 August 2021, the Competition Commission ("Commission") received notice of an intermediate merger whereby Thermo Fisher Scientific Inc. ("Thermo Fisher") intends to acquire control over PPD Inc. ("PPD").
2. Thermo Fisher is a public company in the United States of America ("USA"). Thermo Fisher is a global manufacturer and supplier of a broad range of analytical, research and bioprocessing products and pharmaceutical contract development and manufacturing services.
3. PPD is a public company in the USA. PPD is a contract research organization (CRO) that supports pharmaceutical and biotech companies (also referred to as 'sponsors') in the organization and evaluation of, *inter alia*, clinical trials.
4. The Commission considered the activities of the merging parties and found that they overlap vertically as Thermo Fisher provides inputs such as (i) clinical trial packaging and (ii) clinical

supply of storage, distribution and other logistics services to {CONFIDENTIAL}. Without definitively concluding, the Commission assessed the following markets:

- 4.1. The national upstream market for the provision of clinical trial packaging;
- 4.2. The national upstream market for the provision of clinical supply storage, distribution, and other logistics services; and
- 4.3. The national downstream market for the provision of clinical trials.

Input foreclosure

5. With regard to the input foreclosure assessment the Commission found that Thermo Fisher will continue to face competition from other viable market participants in the provision of upstream clinical trial packaging, such as Catalent, Almac, Sharp and PCI and others. Similarly, as regards the upstream provision of clinical supply storage, distribution, and other logistics market, the Commission found that Thermo Fisher will be constrained by alternatives such as UPS, DHL, FedEx, Kuehne + Nagel, World Courier, Cryoport, Catalent, Almac, Sharp, and PCI.

Customer foreclosure

6. The Commission found that PPD competes with several global CROs such as ICON, Parexel, COVANCE, IQVIA, PRA Health Sciences and Syneos in the supply of CRO services. Given the size and number of alternative CROs, the Commission found it unlikely that the merged entity would be able to foreclose upstream rivals with significant anticompetitive effect.
7. Considering the above, the Commission found that the proposed transaction is unlikely to raise substantial foreclosure concerns.
8. Taken as a whole, the Commission is of the view that the proposed transaction is unlikely to substantially prevent or lessen competition in any market.

Public interest

9. Given that the merging parties were unable to provide an unequivocal undertaking on the merger's impact on employment, the Commission and the parties have agreed that the proposed merger is subject to the employment condition attached as **Annexure A**.
10. The proposed transaction does not raise any other public interest concerns.
11. The Commission approves the proposed transaction subject to the conditions attached in **Annexure A**.

ANNEXURE A
THERMO FISCHER SCIENTIFIC INC.

AND
PPD, INC.

CASE NUMBER: 2021AUG0009

CONDITIONS

1. DEFINITIONS

1.1. The following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings –

- 1.2. **“Acquiring Firm”** means Thermo Fisher Scientific Inc.;
- 1.3. **“Act”** means the Competition Act, No. 89 of 1998 (as amended);
- 1.4. **“Approval Date”** means the date referred to in the Commission’s merger clearance certificate (Form CC15) in respect of the Merger;
- 1.5. **“Commission”** means the Competition Commission of South Africa;
- 1.6. **“Commission Rules”** means the Rules for the Conduct of Proceedings in the Commission;
- 1.7. **“Conditions”** means these conditions;
- 1.8. **“Days”** mean any calendar day other than a Saturday, a Sunday or an official public holiday in South Africa;

- 1.9. **“Implementation Date”** means the date occurring after the Approval Date, on
- 1.10. **“LRA”** means the Labour Relations Act, No. 66 of 1995, as amended;
which the Merger is implemented by the Merging Parties;
- 1.11. **“Merger”** means the acquisition of control by the Acquiring Firm over the Target Firm, which constitutes an intermediate merger for the purposes of the Act;
- 1.12. **“Merged Entity”** means the entity that will result from the Merger between the Merging Parties;
- 1.13. **“Moratorium”** means the period between the Approval Date and the
- 1.14. Implementation Date and, thereafter, a period of 2 (two) years from the Implementation Date;
- 1.15. **“Merging Parties”** mean the Acquiring Firm and Target Firm;
- 1.16. **“South Africa”** means the Republic of South Africa;
- 1.17. **“Target Firm”** means PPD, Inc.; and
- 1.18. **“Tribunal”** means the Competition Tribunal of South Africa.
- 1.19. **“Tribunal Rules”** means the Rules for the Conduct of Proceedings in the Tribunal.

2. RECORDAL

- 2.1. On 10 August 2021, the Merging Parties notified the Merger to the Commission.
- 2.2. The Commission found that the Merging Parties were not able to provide a definitive statement that the Merger would not result in any Merger-related retrenchments in South Africa. The Acquiring Firm tendered the Conditions to address any potential concerns in this regard.

3. CONDITION TO THE APPROVAL OF THE MERGER: EMPLOYMENT

- 3.1. The Merging Parties shall not retrench any employees in South Africa as a result of the Merger, during the Moratorium period.

3.2. For the sake of clarity, retrenchments do not include (i) voluntary separation arrangements; or (ii) voluntary early retirement packages, (iii) unreasonable refusals to be redeployed in accordance with the provisions of the LRA; (iv) resignations or retirements in the ordinary course of business; (v) retrenchments lawfully effected for operational requirements unrelated to the Merger; and (vi) terminations in the ordinary course of business, including but not limited to, dismissals as a result of misconduct or poor performance.

4. MONITORING OF COMPLIANCE WITH THE CONDITION

- 4.1. The Merging Parties shall circulate a copy of the Conditions to all their employees in South Africa and their relevant trade unions or employee representatives within 5 (five) Days of the Approval Date.
- 4.2. As proof of compliance thereof, a director of one of the Acquiring Firm's South African subsidiaries and a director of one of the Target Firm's South African subsidiaries shall each within 10 (ten) Days of circulating the Conditions, submit affidavits attesting to the circulation of the Conditions to their employees in South Africa and provide a copy of the notice that was sent to the employees, respectively.
- 4.3. The Merging Parties shall inform the Commission of the Implementation Date within 5 (five) Days of it becoming effective.
- 4.4. The Merged Entity shall, on the first and second anniversary of the Implementation Date submit a report confirming compliance with Conditions **Error! Reference source not found.** and **Error! Reference source not found.**
- 4.5. Each report submitted in terms of paragraph 4.4 shall be accompanied by an affidavit of a director of one of the Acquiring Firm's South African subsidiaries confirming the accuracy of the information contained in the report and attesting to the compliance with the Conditions.
- 4.6. The Commission may, for the duration of the Conditions, request additional information on compliance with these Conditions.
- 4.7. Any employee of either of the Merging Parties who believes that the Merging Parties have not complied with or have acted in breach of these Conditions may approach the Commission.
-

5. APPARENT BREACH

5.1. Any complaint received by the Commission alleging a breach of the Conditions shall be dealt with in terms of Rule 39 of the Commission Rules read with Rule 37 of the Tribunal Rules.

6. VARIATION

6.1. The Merging Parties may at any time, on good cause shown, apply to the Commission for the Conditions to be lifted, revised or amended. Should a dispute arise in relation to the variation of the Conditions, the Merging Parties shall apply to the Tribunal, on good cause shown, for the Conditions to be lifted, revised or amended.

7. GENERAL

7.1. All correspondence in relation to these Conditions shall be sent to mergerconditions@compcom.co.za and ministry@thedtic.gov.za.

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

DEPARTMENT OF ECONOMIC DEVELOPMENT

NO. 2263

8 July 2022

COMPETITION COMMISSION

NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:

PLENNEGY (PTY) LTD AND THE HILDESHEIM TRUST

AND

TRITON EXPRESS (PTY) LTD

CASE NUMBER: 2021SEP0011

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

1. On 07 September 2021, the Competition Commission ("the Commission") received notice of an intermediate merger whereby Plennegy (Pty) Ltd ("Plennegy") and the Hildesheim Trust ("Hildesheim Trust") intend to acquire controlling shares in Triton Express (Pty) Ltd ("Triton"). Plennegy and the Hildesheim Trust form part of the Plennegy Group. The Plennegy Group (through the Hildesheim Trust) currently has shares in Triton.
2. The proposed transaction involves the steps outlined below.

The initial transaction

3. This involves the Plennegy Group (Plennegy and the Hildesheim Trust) increasing its pre-merger shareholding in Triton. The acquisition by Plennegy Group of shares in Triton will result in the Plennegy Group acquiring *de facto* control over Triton.

The Call option

4. In addition to the Initial Transaction, the Plennegy Group will also acquire additional shares in Triton through 3 (three) Call Options and this will effectively increase the shareholdings of Plennegy Group.
5. The merging parties indicate that upon the implementation of the First Call Option, the Plennegy Group's control over Triton will change from *de facto* control to *de jure* sole control. The merging parties also indicate that following the Second Call Option and the Third Call Option, the Plennegy Group's control over Triton will exceed the percentage threshold for the exercise of certain material decisions as contemplated in the Shareholders Agreement. Notwithstanding this, the merging parties are of the view that since the Plennegy Group will already exercise *de jure* control over Triton following the exercise of the First Call Option, the exercise of the Second and Third Call Options will not result in notifiable changes in control. In this regard, the parties request the Commission's approval for Plennegy Group's acquisition of sole or *de jure* control over Triton.
6. The Competition Tribunal ("Tribunal") in ***Brookfield Asset Management Inc and Oaktree Capital Group LLC merger*** accepted that if a transaction occurs within 24 months following the approval of the first transaction the merging parties do not need to notify the Commission again.
7. Given that the merging parties intend to acquire sole control in 24 months' time. The Commission and the merging parties agreed on the following conditions:
 - 7.1. "Should the Plennegy Group acquire sole control over the Target Firm within 24 months of the Implementation Date, the Plennegy Group shall inform the

Commission of its acquisition within 20 (twenty) business days of establishing sole control.

- 7.2. Should the Plennegy Group not establish sole control over the Target Firm within 24 months of the Implementation Date, the Plennegy Group shall notify the acquisition of sole control as a separate merger in terms of section 13A of the Competition Act, to the extent that the thresholds for an intermediate or large merger are met.”

8. This condition is in line with the Tribunal case precedent. The conditions are attached as **Annexure A** hereto.

Parties to the Transaction

9. The first primary acquiring firm is Plennegy, a firm incorporated in accordance with the company laws of South Africa.
10. The second primary acquiring firm is the Hildesheim Trust.
11. Plennegy and the Hildesheim Trust and the firms they directly or indirectly control and the firms directly or indirectly controlling them, shall be referred to as the “Plennegy Group”.
12. The Plennegy Group is involved in research and production of vegetable seeds, printing services, aviation charter services for passengers, investing in unlisted trading companies, and commercial and residential property.
13. The primary target firm is Triton Express (Pty) Ltd (“Triton”), a firm incorporated in accordance with the company laws of South Africa.

14. Triton and all the firms it directly or indirectly controls shall be referred to as the “Target Group”.

15. The Target Group is involved in the provision of road freight transport services. It is also engaged in cross border and air freight logistics services.

Relationship between the activities of the merging parties

16. The Commission considered the activities of the merging parties and found that the proposed transaction does not give rise to any horizontal overlap as the Plennegy Group does not provide services that are substitutable with road freight services, cross border and air freight logistics services provided by the Target Group.

17. In addition, the proposed transaction does not raise any vertical overlap as merging parties are not active at different levels of the same value chain. However, the Commission found that the merging parties do from time to time provide the following services to each other, albeit on an *ad hoc* basis:

18. The Plennegy Group supplies the Target Group with aviation charter services; and

19. The Target Group supplies the Plennegy Group with courier services.

20. Considering the above, the Commission assessed the possible foreclosure concerns that may result if the merging parties were to foreclose competitors of the Plennegy Group access to courier services. The Commission also assessed the possible foreclosure concerns that may result if the merging parties were to foreclose competitors of the Target Group access to aviation charter services.

Assessment of possible input foreclosure relating to the provision of courier services

21. The Commission is of the view that the proposed transaction is unlikely to result in significant input foreclosure concerns as the Target Group is a small player in the provision of courier services with a market share of less than 5%. In this market, the Target Group faces competition from several players.

22. Considering the above, the Commission is of the view that the proposed merger is unlikely to result in input foreclosure concerns relating to the provision of courier services.

Assessment of input foreclosure relating to the provision of aviation charter services

23. The Commission is of the view that the proposed transaction is unlikely to result in input foreclosure concerns relating to the provision of aviation charter services as the Plennegy Group is a small player with a market share of less than 5%.

Customer foreclosure

24. The Target Group currently procures courier services and aviation charter services only from the Plennegy Group. Therefore, there are no upstream rivals to be foreclosed.

25. Taken as a whole, the Commission is of the view that the proposed transaction is unlikely to substantially prevent or lessen competition in any market.

Public interest*Effect of employment*

26. The merging parties provided an unequivocal statement that the proposed transaction will not have a negative effect on employment. The Commission contacted the employee representatives of the merging parties, and no concerns were raised.

27. The Commission is therefore of the view that the merger is unlikely to result in significant employment concerns.

28. The transaction raises no other public interest concerns.

Conclusion and recommendations

29. The Commission therefore approves the proposed merger with conditions. The conditions are attached as **Annexure A** hereto.

ANNEXURE A
PLENNEGY (PTY) LTD AND THE HILDESHEIM TRUST
AND
TRITON EXPRESS (PTY) LTD

CASE NUMBER: 2021SEP0011

DEFINITIONS

1.1. The following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings –

- 1.1 **“Acquiring Firms”** means Plennegy (Pty) Ltd and the Hildesheim Trust, or either of them as the case may be;
- 1.2 **“Approval Date”** means the date referred to in the Commission’s decision;
- 1.3 **“Business Day”** means any calendar day which is not a Saturday, a Sunday or an official public holiday in South Africa;
- 1.4 **“Call Options”** means the First Call Option, the Second Call Option and the Third Call Option;
- 1.5 **“Commission”** means the Competition Commission of South Africa;
- 1.6 **“Competition Act”** means the Competition Act 89 of 1998 (as amended);
- 1.7 **“Conditions”** means these conditions;
- 1.8 **“EAC Trust”** means the trustees for the time being of the E A Corbishley Family Trust, No IT656/1996/PMB;
- 1.9 **“Erlindi Trust”** means the trustees for the time being of the Erlindi Trust, No IT297/1996/PMB;
- 1.10 **“First Call Option”** means the indivisible options granted by:

- 1.10.1 the EAC Trust to the Acquiring Firms to acquire shares in the Target Firm; and
- 1.10.2 the Erlindi Trust to the Acquiring Firms to acquire shares in the Target Firm;
- 1.11 **“Hildesheim Trust”** means the Hildesheim Trust;
- 1.12 **“Implementation Date”** means the date on which the Initial Transaction is implemented in accordance with the Sale of Shares Agreement;
- 1.13 **“Initial Transaction”** involves an acquisition by the Acquiring Firms of shares in the Target Firm from the EAC Trust and shares in the Target Firm from the Erlindi Trust;
- 1.14 **“Merging Parties”** means the Acquiring Firms and the Target Firm;
- 1.15 **“Plennegy”** means Plennegy (Pty) Ltd;
- 1.16 **“Plennegy Group”** means Plennegy and the Hildesheim Trust and the firms they directly or indirectly control and the firms directly or indirectly controlling them;
- 1.17 **“Proposed Transaction”** means the Initial Transaction and the Call Options;
- 1.18 **“Sale of Shares Agreement”** means the sale agreement concluded between the trustees for the time being of the Erlindi Trust, the trustees for the time being of the EAC Trust, Plennegy and the Trustees for the time being of the Hildesheim Trust;
- 1.19 **“Second Call Option”** means the indivisible options granted by:
 - 1.19.1 the EAC Trust to Plennegy to acquire shares in the Target Firm; and
 - 1.19.2 the Erlindi Trust to Plennegy to acquire shares in the Target Firm;
- 1.20 **“Target Firm”** means Triton Express (Pty) Ltd;
- 1.21 **“Third Call Options”** means the indivisible options granted by:
 - 1.21.1 the EAC Trust to the Hildesheim Trust to acquire shares in Triton Express Group; and
 - 1.21.2 the Erlindi Trust to the Hildesheim Trust to acquire shares in Triton Express Group;

- 1.22 “**Tribunal**” means the Competition Tribunal of South Africa; and
- 1.23 “**Triton Express Group**” means Triton Express Group (Pty) Ltd, a shareholder of the Target Firm.

2. RECORDAL

- 2.1. On 07 September 2021, the Commission received notice of an intermediate merger in terms of which the Plennegy Group intends to acquire control (ultimately, in the form of sole control) over the Target Firm. The proposed acquisition of sole control will be implemented through the Initial Transaction and Call Options.
- 2.2. The Plennegy Group (through the Hildesheim Trust) currently controls shares in the Target Firm.
- 2.3. The completion of the Initial Transaction will result in the Plennegy Group’s shareholding in the Target Firm increasing.
- 2.4. In addition to the Initial Transaction, the Plennegy Group also has three call options to acquire additional shares in the Target Firm. The exercise of these options will increase the Plennegy Group’s shareholding in the Target Firm.
- 2.5. The Commission accepts that following the exercise of the First Call Option, the Plennegy Group will acquire sole control of the Target Firm.
- 2.6. In the circumstances, recognising that the market/s in which the Merging Parties are active in South Africa may change between the Plennegy Group establishing joint control over the Target Firm and then subsequently establishing sole control over the Target Firm, the Commission and the Merging Parties agreed on the Conditions in clause **Error! Reference source not found.** below.

3. CONDITIONS

- 3.1. Should the Plennegy Group acquire sole control over the Target Firm within 24 months of the Implementation Date, the Plennegy Group shall inform the Commission of its acquisition within 20 (twenty) business days of establishing sole control.
- 3.2. Should the Plennegy Group not establish sole control over the Target Firm within 24 months of the Implementation Date, the Plennegy Group shall notify the acquisition of sole control as a separate merger in terms of section 13A of the Competition Act, to the extent that the thresholds for an intermediate or large merger are met.

4. MONITORING OF COMPLIANCE WITH THE CONDITION

- 4.1. The Merging Parties shall notify the Commission of the Implementation Date within 5 (five) business days of its occurrence.
- 4.2. The Plennegy Group shall inform the Commission of the acquisition referred to in 3.1 by submitting an affidavit deposed to by the Chief Executive Officer accompanied by the relevant securities transfer forms for the acquisition of the sole control.
- 4.3. Where applicable, the Plennegy Group shall notify the Commission of the merger envisaged under 3.2 in the prescribed manner in terms of the Competition Act.

5. BREACH

- 5.1. If the Commission receives any complaint concerning non-compliance with the Conditions or otherwise determines that there has been an apparent breach by the Merging Parties of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Commission Rules read with Rule 37 of the Tribunal Rules.

6. VARIATION

- 6.1. The Merging Parties may at any time, on good cause shown, apply to the Commission for the Conditions to be lifted, revised or amended. Should a dispute arise concerning the

variation of the Conditions, the Merging Parties shall apply to the Tribunal, on good cause shown, for the Conditions to be lifted, revised or amended.

7. GENERAL

7.1. All correspondence in relation to these Conditions shall be sent to mergerconditions@compcom.co.za and ministry@thedtic.gov.za.

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

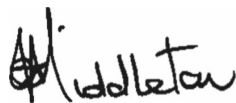
DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

NO. 2264

8 July 2022

MARINE LIVING RESOURCES ACT, 1998 (ACT NO. 18 OF 1998)**RECOGNITION OF THE NEARSHORE SURVIVORS ASSOCIATION AS AN INTEREST
GROUP IN TERMS OF SECTION 8 OF THE MARINE LIVING RESOURCES ACT, 1998
(ACT NO. 18 OF 1998)**

The Deputy Director-General: Fisheries Management of the Department of Forestry, Fisheries and the Environment hereby, under section 8 of the Marine Living Resources Act, 1998 (Act No. 18 of 1998), recognises the Nearshore Survivors Association as an interest group for the West Coast Rock Lobster sector in terms of section 8 of the Marine Living Resources Act, 1998.



**DEPUTY DIRECTOR-GENERAL: FISHERIES MANAGEMENT
DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT**

DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

NO. 2265

8 July 2022

NATIONAL ENVIRONMENTAL MANAGEMENT ACT, 1998
(ACT NO. 107 OF 1998)CONSULTATION ON THE INTENTION TO PRESCRIBE MINIMUM REQUIREMENTS FOR THE SUBMISSION
OF APPLICATIONS FOR AN AUTHORISATION, RIGHT, PERMIT OR LICENCE FOR THE ONSHORE
EXPLORATION OF OIL AND GAS INTENDING TO UTILISE HYDRAULIC FRACTURING

I, Barbara Dallas Creecy, Minister of Forestry, Fisheries and the Environment, hereby consult on the intention to prescribe, in terms of section 24(5)(h) of the National Environmental Management Act, 1998 (Act No. 107 of 1998) (the Act), the *Minimum Requirements for the Submission of Applications for an Authorisation, Right, Permit or Licence for the Onshore Exploration of Oil and Gas Intending to Utilise Hydraulic Fracturing, Revision 0 May 2022*.

Members of the public are invited to submit written comments or inputs, within 45 days after the publication of this Notice in the *Gazette*, to any of the following addresses:

By post to: The Director-General
Department of Forestry, Fisheries and the Environment
Attention: Dr D Fischer
Private Bag X447
PRETORIA
0001

By hand at: Reception, Environment House, 473 Steve Biko Road, Arcadia, Pretoria.

By e-mail: dfischer@dffe.gov.za

Any inquiries in connection with the notice can be directed to Dr Dee Fischer at dfischer@dffe.gov.za or at telephone number 012 399 8843.

Comments or input received after the closing date may not be considered.



BARBARA DALLAS CREECY
MINISTER OF FORESTRY, FISHERIES AND THE ENVIRONMENT

SCHEDULE

1. The Department of Forestry, Fisheries and the Environment has, through an inter-governmental consultation process, developed *Minimum Information Requirements for the Submission of Applications for an Authorisation, Right, Permit or Licence for the Onshore Exploration of Oil and Gas Intending to Utilise Hydraulic Fracturing, Revision 0 May 2022*.
2. The *Minimum Information Requirements for the Submission of Applications for an Authorisation, Right, Permit or Licence for the Onshore Exploration of Oil and Gas Intending to Utilise Hydraulic Fracturing, Revision 0 May 2022* has been developed with the following objectives, namely to:
 - 2.1 identify and consolidate the authorisation requirements of all decision-making authorities into one guidance document for the information of the applicant;
 - 2.2 facilitate the combination of the information prepared in line with these Minimum Information Requirements into one consolidated impact assessment report and base line monitoring plan;
 - 2.3 facilitate the process of simultaneous application submission for the authorisations, permits or licences required for the onshore exploration of oil and gas intending to utilise hydraulic fracturing; and
 - 2.4 facilitate the process of simultaneous decision making.
3. The *Minimum Information Requirements for the Submission of Applications for an Authorisation, Right, Permit or Licence for the Onshore Exploration of Oil and Gas Intending to Utilise Hydraulic Fracturing, Revision 0 May 2022*, can be accessed at https://www.dffe.gov.za/projectsprogrammes/environmental_management_instruments and the Government Gazette notice can be accessed at https://www.dffe.gov.za/legislation/gazetted_notices.

DEPARTMENT OF HEALTH

NO. 2266

8 July 2022

MEDICINES AND RELATED SUBSTANCES ACT, (101 OF 1965 AS AMENDED)**REGULATIONS RELATING TO A TRANSPARENT PRICING SYSTEM FOR
MEDICINES AND SCHEDULED SUBSTANCES: DISPENSING FEE FOR
PHARMACISTS**

The Minister of Health has, on recommendation of the Pricing Committee, in terms of Section 22G (2) (b) of the Medicines and Related Substances Act, (No. 101 of 1965 as amended), made the regulations in the Schedule.

SCHEDULE**Definitions**

1. In this schedule, "the Act" means the Medicines and Related Substances Act, 1965 (Act No. 101 of 1965) and any word or expression to which a meaning has been assigned in the Act shall have such meaning, unless the context indicates otherwise-

"dispense" means the supply of medicines based on a prescription to a patient or someone on behalf of the patient by a health professional authorized by law to supply medicines and includes-

- (a) the interpretation and evaluation of the prescription;
- (b) the selection, reconstitution, dilution, labelling, recording and the actual supply of the medicine;

- (c) the provision of information and instructions to ensure safe and effective use of a medicine by a patient; and
- (d) the provision of information as contemplated in section 22F (1)(a) of the Act.

“dispensing fee” means a fee determined in terms of these regulations, exclusive of Value Added Tax, that may be charged to dispense a medicine; and

“the Regulations” means the Regulations Relating to the Transparent Pricing System for Medicine and Scheduled Substances published in terms of Government Notice No. R1102 of November 2005, as amended.

Amendment of Regulation 10

2. The following regulation is hereby substituted for Regulation 10 of the Regulations:

“10. (1) The appropriate dispensing fee as contemplated in Section 22G (2) (b) of the Act to be charged by a pharmacist, must be calculated as follows:

- (a) where the single exit price of a medicine or scheduled substance is less than one hundred and twenty-two rand and eighteen cents (R122.18), the dispensing fee shall not exceed R16.85 plus 46% of the single exit price in respect of that medicine or scheduled substance.
- (b) where the single exit price of a medicine or scheduled substance is greater than or equal to one hundred and twenty-two rand and eighteen cents (R122.18), but less than three hundred and twenty-five rand and seventy-nine cents (R325.79),

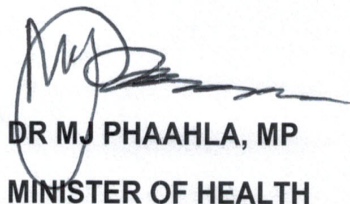
the dispensing fee shall not exceed R31.26 plus 33% of the single exit price in respect of that medicine or scheduled substance.

- (c) where the single exit price of a medicine or scheduled substance is greater than or equal to three hundred and twenty-five rand and seventy-nine cents (R325.79), but less than one thousand one hundred and seventy-six rand and twenty-two cents (R1176.22), the dispensing fee shall not exceed R89.32 plus 15% of the Single Exit Price in respect of that medicine or scheduled substance;
- (d) where the single exit price of a medicine or scheduled substance is greater than or equal to one thousand one hundred one hundred and seventy-six rand and twenty-two cents (R1176.22), the dispensing fee shall not exceed R207.88 plus 5% of the Single Exit Price in respect of that medicine or scheduled substance.

This fee which is exclusive of VAT represents a maximum dispensing fee and doesn't preclude dispensers from charging a lower fee to be added to the SEP of a medicine or scheduled substance thus resulting in a final price to be paid by the consumer.

- (2) The provision of sub-regulation (1) must be reviewed annually by the Minister after taking into account-
 - (a) the need to ensure the availability and affordability of quality medicines and scheduled substances in the Republic;
 - (b) annual inflation rates published periodically by Statistics South Africa;

- (c) information supplied by pharmacists in accordance with guidelines determined by the Minister from time to time by Notice in the Gazette; and
 - (d) any other information the Minister may deem necessary to consider.
- (3) A pharmacist dispensing a medicine must-
- (a) by means of a clearly displayed notice in the pharmacy, inform members of the public of the maximum fee structure used by such pharmacist to determine the dispensing fee; and
 - (b) provide an invoice in respect of each medicine which clearly indicates the-
 - (i) dispensing fee charged; and
 - (ii) single exit price.



DR M. J. PHAAHLA, MP
MINISTER OF HEALTH

DATE: 19/05/2022

DEPARTMENT OF HIGHER EDUCATION AND TRAINING

NO. 2267

8 July 2022

**NATIONAL QUALIFICATIONS FRAMEWORK ACT, 2008 (ACT NO. 67 OF 2008)
EXCEPTIONS TO THE DETERMINATION OF THE SUB-FRAMEWORKS THAT
COMPRISE THE NATIONAL QUALIFICATIONS FRAMEWORK**

I, Bonginkosi Emmanuel Nzimande, Minister of Higher Education, Science and Innovation in terms of section 8(2)(e) of the National Qualifications Framework Act, 2008, hereby publish exceptions to the *Determination of the Sub-Frameworks that comprise the National Qualifications Framework*, Government Gazette No. 44031 of 24 December 2020.

These exceptions only apply to adult qualifications, namely, the General Education and Training Certificate: Adult Basic Education and Training (GETC: ABET), SAQA ID No. 71751 and the Senior Certificate (Amended), SAQA ID No. 15947. The exceptions are in respect of paragraphs 16 to 18 of the *Determination of the Sub-Frameworks that comprise the National Qualifications Framework*, Government Gazette No. 44031 of 24 December 2020.

The rationale for the exceptions is that the replacement qualifications for the GETC: ABET and the Senior Certificate (as amended) are not yet ready for implementation, namely the General Education and Training Certificate for Adults (GETCA) and the National Senior Certificate for Adults (NASCA).



DR BE NZIMANDE, MP

MINISTER OF HIGHER EDUCATION, SCIENCE AND INNOVATION

DATE: 09/07/2022

DEPARTMENT OF HIGHER EDUCATION AND TRAINING

NO. 2268

8 July 2022

**NATIONAL QUALIFICATIONS FRAMEWORK ACT, 2008 (ACT NO. 67 OF 2008)
EXCEPTIONS TO THE DETERMINATION OF THE SUB-FRAMEWORKS THAT
COMPRISE THE NATIONAL QUALIFICATIONS FRAMEWORK**

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The rationale for the exceptions is that the replacement qualifications for the GETC: ABET and the Senior Certificate (as amended) are not yet ready for implementation, namely the General Education and Training Certificate for Adults (GETCA) and the National Senior Certificate for Adults (NASCA).



DR BE NZIMANDE, MP

MINISTER OF HIGHER EDUCATION, SCIENCE AND INNOVATION

DATE: 09/05/2022

CONTINUING EDUCATION AND TRAINING ACT, 2006 (ACT NO. 16 OF 2006)**WITHDRAWAL OF GOVERNMENT GAZETTE**

I, Bonginkosi Emmanuel Nzimande, Minister of Higher Education, Science and Innovation hereby withdraws Government Gazette No. 45058, Notice No. 768 on the implementation date for the National Senior Certificate for Adults (NASCA) and the General Education and Training Certificate for Adults (GETCA).

A new implementation date for the NASCA and the GETCA will be gazetted at an appropriate time.



DR BE NZIMANDE, MP

MINISTER OF HIGHER EDUCATION, SCIENCE AND INNOVATION

DATE:

09/05/2022

NATIONAL TREASURY

NO. 2269

8 July 2022

**PUBLIC FINANCE MANAGEMENT ACT, 1999:
DIFFERENT CATEGORIES OF DEBT FOR INTEREST RATE APPLICABLE TO DEBTS
OWING TO STATE**

In terms of section 80(2) of the Public Finance Management Act, 1999 (Act No.1 of 1999 – “the Act”), I, Enoch Godongwana, the Minister of Finance, hereby repeal Government Notices Nos. 469 of 23 June 2017 and 499 of 18 May 2018 and determine that for debt which is payable into a Revenue Fund and owed by a person to an institution to which the Act applies and which—

- (a) results from the employment relationship between the person and a department or constitutional institution, no interest shall be payable at the rate determined in terms of section 80(1)(b) of the Act, except that such interest shall be payable for—
 - (i) wrongly granted remuneration as provided for in the prescripts applicable to the department or constitutional institution, where—
 - (aa) the person has left the employ of the department or constitutional institution; or
 - (bb) the monetary advantage resulted from the person's fraudulent action;
 - (ii) loss or damage resulting from wilful or grossly negligent act of an employee or former employee of the institution; or
 - (iii) breach of contract or any delictual claim relating to the contractual relationship between the person and the institution; or
- (b) is a debt other than a debt resulting from the employment relationship between the person and the institution, referred to in paragraph (a), the interest shall be payable at the rate determined in terms of section 80(1)(b) of the Act, except that no such interest shall be payable for—
 - (i) a health service by a public health establishment provided to the person who is a patient classified as H1, H2 or H3 by the Minister of Health;
 - (ii) an overpayment made to the person for a social or unemployment benefit;
 - (iii) a health service funded or partly funded—
 - (aa) in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993);
 - (bb) in terms of the Road Accident Fund Act, 1996 (Act No. 56 of 1996);
 - (cc) by a medical scheme registered in terms of the Medical Schemes Act, 1998 (Act No. 131 of 1998);
 - (iv) any fee for a patient treated by his or her own private practitioner in a public health establishment; or
 - (v) a health service by a public health establishment provided to a foreigner as defined in section 1 of the Immigration Act, 2002 (Act No. 13 of 2002).



Enoch Godongwana
Minister of Finance

DEPARTMENT OF SPORTS, ARTS AND CULTURE

NO. 2270

8 July 2022

BUREAU OF HERALDRY

REGISTRATION OF HERALDIC REPRESENTATIONS

The Bureau of Heraldry hereby gives notice in terms of section 10 of the Heraldry Act, 1962 (Act No. 18 of 1962), that the following have been registered:

The ARMS of **Tshehetso Primary School** (H4/3/1/4155), as published under Government Notice No. 958 of 1 October 2021.

The ARMS of **Archibald Findlay** (H4/3/4/1052), as published under Government Notice No. 958 of 1 October 2021.

The ARMS of **Alexander Samuel Findlay** (H4/3/4/1051), as published under Government Notice No. 958 of 1 October 2021. This notice of registration replaces the notice of registration in Government Notice No. 536 dated 05 April 2019.

The ARMS of **David John Rabbolini** (H4/3/4/1055), as published under Government Notice No. 958 of 1 October 2021.

The ARMS of **Immanuel Nazareth Apostolic Church** (H4/3/1/4156), as published under Government Notice No. 958 of 1 October 2021.

DEPARTEMENT VAN SPORT, KUNS EN KULTUUR

NO. 2270

8 Julie 2022

BURO VIR HERALDIEK

REGISTRASIE VAN HERALDIESE VOORSTELLINGS

Die Buro vir Heraldiek gee hierby ingevolge artikel 10 van die Heraldiekwet, 1962 (Wet No. 18 van 1962), kennis dat die volgende geregistreer is:

Die WAPEN van **Laerskool Tshehetso** (H4/3/1/4155), soos by Goewermentskennisgewing No. 958 van 1 Oktober 2021 gepubliseer.

Die WAPEN van **Archibald Findlay** (H4/3/4/1052), soos by Goewermentskennisgewing No. 958 van 1 Oktober 2021 gepubliseer.

Die WAPEN van **Alexander Samuel Findlay** (H4/3/4/1051), soos by Goewermentskennisgewing No. 958 van 1 Oktober 2021 gepubliseer. Hierdie kennisgewing van registrasie vervang die kennisgewing van registrasie in Goewermentskennisgewing No. 536 gedateer 05 April 2019.

Die WAPEN van **David John Rabbolini** (H4/3/4/1055), soos by Goewermentskennisgewing No. 958 van 1 Oktober 2021 gepubliseer.

Die WAPEN van **Immanuel Nazareth Apostolic Church** (H4/3/1/4156), soos by Goewermentskennisgewing No. 958 van 1 Oktober 2021 gepubliseer.

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 2271

8 July 2022



CO-OPERATIVES THAT HAVE BEEN DIRECTED TO CHANGE NAMES BY THE REGISTRAR OF CO-OPERATIVES IN TERMS OF SECTION 11 OF CO-OPERATIVES ACT NO. 14 OF 2005, AS AMENDED.

Notice is hereby given in terms of section 11 of the Co-operatives Act of 2005 as amended, that co-operative names have been amended as follows:

1. **SAFIKA RICHMOND POULTRY 99 CO-OPERATIVE LIMITED (2013/001515/24)** has been revoked and changed to **MASHOMPI RICHMOND POULTRY 99 CO-OPERATIVE LIMITED.**
2. **SAFIKA TRADING PRIMARY CO-OPERATIVE LIMITED (2012/014185/24)** has been revoked and changed to **NKELENKETLA TRADING PRIMARY CO-OPERATIVE LIMITED.**
3. **SAFIKA AGRICULTURAL PRIMARY CO-OPERATIVE LIMITED (2016/008522/24)** has been revoked and changed to **MAKELE-KELE AGRICULTURAL PRIMARY CO-OPERATIVE LIMITED.**
4. **SAFIKA PRIMARY CO-OPERATIVE LIMITED (2016/002643/24)** has been revoked and changed to **SETAITAI PRIMARY CO-OPERATIVE LIMITED.**

REGISTRAR OF CO-OPERATIVES
Office of the Registrar of Co-operatives
The DTIC Campus
77 Meintjies Street
Sunnyside
0002

Private Bag X237
PRETORIA
0001

GENERAL NOTICES • ALGEMENE KENNISGEWINGS**DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT****NOTICE 1141 OF 2022****GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT No. 22 OF 1994)**

Notice is hereby given in terms of Section 11(1) of the Restitution of Land Rights Act, 1994 (Act No. 22 of 1994), as amended. This is a claim for the restitution of land rights that has been submitted to the Regional Land Claims Commissioner for the Western Cape. The particulars regarding this claim are as follows:

Claim Ref. Number	Claimant	Claim submission date	Claimed Property	Extent (sqm)	Year of Dispossession
C230	Mr. M. Christians	24 April 1997	Erf 4264 Bellville in the City of Cape Town, Western Cape	991 square meters	1961

The Regional Land Claims Commission will investigate this claim in terms of provisions of the Act in due course. Any party who has an interest in the above-mentioned land is hereby invited to submit, within 14 days from the publication of this notice, any comments / information to:

The Regional Land Claims Commission: Western Cape
Private Bag X9163
Cape Town
8000
Tel: (021)409-0300
Fax: (021)424-5148

CHECKED.....

DATE..... 09/5/2022

APPROVED.....

DATE..... 2022/06/24

Mr. L.H Maphutha
Regional Land Claims Commissioner

PARLIAMENT OF THE REPUBLIC OF SOUTH AFRICA**NOTICE 1142 OF 2022****MR KEVIN MILEHAM, MP****NOTICE OF INTENTION TO INTRODUCE A PRIVATE MEMBER'S BILL, PETROLEUM PRODUCTS AMENDMENT BILL, 2022 AND INVITATION FOR COMMENT**

Mr Kevin Mileham, MP, acting in accordance with section 73(2) of the Constitution of the Republic of South Africa, 1996, intends to introduce the Petroleum Products Amendment Bill, 2022, ("the Bill") in Parliament. An explanatory summary of the Bill is hereby published in accordance with Rule 276(1)(c) of the Rules of the National Assembly (9th Edition).

The Petroleum Products Act, 1977 (Act No. 120 of 1977) ("the Act") provides the Minister with the power to prescribe the price of petroleum products, and to regulate or prohibit business practices which may influence or affect, directly or indirectly, the purchase or selling price of petroleum products at any outlet. The Bill will seek to amend and remove provisions contained throughout the Act, which directly and indirectly provide the Minister with the ability to determine or influence the price of petroleum products in South Africa.

The Bill will de-regulate the fuel sector in South Africa, thereby allowing fuel retailers to determine their own prices. This will result in lower fuel prices as retailers compete to attract customers.

Interested parties and institutions are invited to submit written representations to the Speaker of the National Assembly within 30 days of the publication of this notice. Representations can be delivered to the Speaker, Africa House Building, Parliament Street, Cape Town; mailed to the Speaker, PO Box 15, Cape Town, 8000; or emailed to speaker@parliament.gov.za and copied to legislation@da.org.za.

Democratic Alliance
PO Box 15, Cape Town, 8000
Attention: Mr Kevin Mileham
Email: legislation@da.org.za

SOUTH AFRICAN RESERVE BANK**NOTICE 1143 OF 2022****NOTICE BY THE PRUDENTIAL AUTHORITY IN TERMS OF SECTION 69(7) OF THE BANKS ACT, 1990 (Act No. 94 of 1990 - the "Banks Act")**

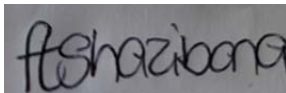
Notice is hereby given in terms of section 69(7) of the Banks Act that the Minister of Finance has placed Ubank Limited ("Ubank") under curatorship in terms of the provisions of sections 69(1) and 69(2) of the Banks Act with effect from Monday 16 May 2022 and has appointed KPMG Services (Pty) Ltd ("KPMG") of 85 Empire Road, Parktown, Johannesburg as the Curator of Ubank. Mr Zola Beseti, a director at KPMG represents KPMG in execution of the curatorship.

Duties and powers of the Curator:

The Curator shall perform such duties as imposed upon it and shall have such powers as afforded to the Curator in terms of the provisions of the Banks Act, including section 69(3). In addition the Curator shall –

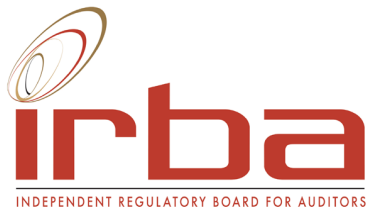
1. Conduct the management of Ubank in such a manner as the Prudential Authority (PA) may deem to best promote the interests of the depositors, employees and creditors of Ubank and the interests of the banking sector as a whole;
2. Comply with any direction of the PA;
3. Manage the collection of the Ubank book in relation to:
 - 3.1 effective and efficient collection of monies due and payable by the customers,
 - 3.2 gathering and compiling information/reports in respect of collections,
 - 3.3 monitoring of the payment patterns of accounts, and
 - 3.4 continuous assessment and implementation of various collection strategies to optimize collections
4. Convene from time to time, in such manner as the curator may deem fit, meetings of creditors, shareholders or employees of Ubank for consultation in so far as their interest may be affected by decisions taken by the curator in the course of the management of the affairs of Ubank;
5. Make payments, whether in respect of capital or interest, to any creditor or creditors of Ubank at such time, in such order and in such manner as the curator may deem fit;
6. Keep such accounting records and prepare such annual financial statements, interim reports and provisional annual financial statements as Ubank or its directors would have been obliged to keep or prepare if Ubank had not been placed under curatorship;
7. Have the power to bring or defend in the name and on behalf of Ubank any action or other legal proceedings of a civil nature and, subject to the provisions of any law relating to criminal proceedings, any criminal proceedings;

8. On a monthly basis, furnish the PA with a written report containing an exposition of the affairs of Ubank;
9. Furnish the Minister of Finance with a written report, on such intervals as may be determined by the Minister, and keep the National Treasury informed as and when needed;
10. Prudently manage the expenses of Ubank and annually discuss the operational budget for approval by the PA;
11. Apply any money of Ubank that becomes available in paying the costs of the curatorship and in the conduct of Ubank's business in accordance with the requirements of the curatorship and, as far as the circumstances permit, in the payment of the claims of depositors and creditors which arose before the date of the curatorship
12. If at any time the curator is of the opinion that there is no reasonable probability that the continuation of the curatorship will enable Ubank to pay its debts or meet its obligations and become a successful concern, the curator shall forthwith in writing inform the PA of such opinion.



N Tshazibana
CEO : Prudential Authority

BOARD NOTICES • RAADSKENNISGEWINGS

BOARD NOTICE 303 OF 2022

Building 2 Greenstone Hill Office Park Emerald Boulevard Modderfontein
PO Box 8237 Greenstone 1616 Johannesburg South Africa
Tel 087 940 8800 Fax 087 940 8873 E-mail board@irba.co.za
Internet www.irba.co.za

**AMENDMENTS TO THE CODE OF PROFESSIONAL CONDUCT FOR
REGISTERED AUDITORS**

In accordance with the provisions of Section 10(1)(a) of the Auditing Profession Act, 2005 (Act No. 26 of 2005) (the Act), the Independent Regulatory Board for Auditors (IRBA) hereby publishes amendments to the IRBA Code of Professional Conduct for Registered Auditors (IRBA Code):

1. QUALITY MANAGEMENT-RELATED CONFORMING AMENDMENTS

Please be advised that the revisions to the IRBA Code relating to Quality Management-related Conforming Amendments are now available and may be downloaded from the IRBA website at <https://www.irba.co.za/guidance-for-ras/ethics:-the-rules-and-the-code/the-irba-code-revised-2018>.

Effective date

The Quality Management-related Conforming Amendments to the IRBA Code will be effective as of 15 December 2022.

For further assistance, enquires may be directed to Mr I Vanker, Director Standards, at the IRBA. Alternatively, please send an email to standards@irba.co.za.

Imre Nagy

Acting Chief Executive Officer

BOARD NOTICE 304 OF 2022
FINANCIAL SECTOR CONDUCT AUTHORITY

FINANCIAL MARKETS ACT, 2012

APPROVED AMENDMENTS TO THE JSE EQUITIES RULES – SECTION 6
(JSE EQUITIES TRADING SYSTEM)

The Financial Sector Conduct Authority ("FSCA") hereby gives notice under section 71(3)(c)(ii) of the Financial Markets Act, 2012 (Act No. 19 of 2012) that the amendments to the equities trading rules of JSE Limited ("JSE") have been approved. Please be advised that the rules have been published on the official website of the FSCA (www.fsca.co.za) and the website of the JSE (www.jse.co.za).

The amendments come into operation on the date of publication.



Ms. Astrid Ludin

Deputy Commissioner

Financial Sector Conduct Authority

BOARD NOTICE 305 OF 2022



Building 2 Greenstone Hill Office Park Emerald Boulevard Modderfontein
PO Box 8237 Greenstone 1616 Johannesburg South Africa
Tel +27 010 496 0600 Fax 086 482 3250 E-mail board@irba.co.za
Internet www.irba.co.za

**CALL FOR NOMINATIONS/APPLICATIONS OF PERSONS TO SERVE ON THE BOARD OF THE INDEPENDENT
REGULATORY BOARD FOR AUDITORS (IRBA)**

The IRBA is the statutory body controlling the auditing profession in South Africa. Our strategic focus is to protect the financial interests of the public by ensuring that only suitably qualified individuals are admitted to the auditing profession and that registered auditors deliver services of the highest quality and adhere to the highest ethics standards. Further information on the IRBA and its mandate is available on the IRBA website, <https://www.irba.co.za/about-us/what-is-the-irba>.

The IRBA is seeking two competent individuals to serve on the Board of the IRBA for a period of three years (renewable once).

A seat on the Board is an opportunity to participate in the future of the IRBA. Invaluable opportunities await you, such as:

- shaping the future of the IRBA and the audit profession,
- sharpening your skills in leadership, strategic thinking, diplomacy,
- building your business acumen, and
- collaborating with a network of peers to uplift sentiment.

And most importantly, restoring confidence and recreating the appeal of the Registered Auditor brand.

Eligibility criteria:

- Must be in possession of recognised Professional qualification/s.
- Must be Members in good standing with a recognised professional institute or equivalent body.
- Must be independent of the auditing profession.

External Audit experience and/or Non-assurance Registered Auditors:

- Understanding of the profession, governance structure, organisation programs and services.
- Understanding of the essential core skills and knowledge that underpin the auditing/accountancy profession.
- Understanding of due process and standard-setting.
- Understanding of the future education and training needs of the auditing/accountancy profession.

And/or Legal Profession experience:

- Organisational or corporate law experience.

Strategic Planning experience:

- Strategic thinkers who are visionary and understand integrated thinking.
- Professional development focused on strategic planning (courses, seminars etc).
- Devised and/or contributed to strategies and policies ensuring that an organisation met the goals.

Five+ Years' Executive/Senior Leadership experience:

- In a corporation, non-profit and/or academic institution.
- Understanding and ability to articulate the big picture and key drivers of an organisation.

Operations experience:

- Understanding of information technology/digital transformation and how it could be used to enhance strategy and operations and how IT risks can be mitigated.
- High level experience in monitoring performance of management and taking action where performance is below par.
- Understanding of stakeholder engagement and demonstrable record of effective implementation of stakeholder engagement.

- **Board/Governance experience:**
 - Sound knowledge of King IV™ and suitable governance experience at a high level.
 - Strategic dialogue and decision-making; fiduciary oversight; good governance practices; dealing with CEO matters; succession planning.
 - Understanding and/or experience with legislation and governance in the public sector environment.
- **Financial literacy:**
 - Sound knowledge of financial management, financial reporting and integrated reporting.
 - Understanding of key financial concepts and financial reports, or experience in connecting financial statements to programs and strategy for a comprehensive view.

Diversity:

- Must add to the diversity of skills on the Board by virtue of their business experience, geo-political and academic background.
- Must add to the gender and racial diversity of the Board.

Attributes:

- Sound ethical reputation.
- Business or professional acumen.
- Demonstrating a spirit for “volunteerism” and showing a track record of engagement, energy, and commitment.
- Willing to carry portfolio/subcommittee responsibilities.
- Willing to commit to the required time, which will include Board meetings and other events, that contribute to the achievement of IRBA's objectives.

Due consideration will be given to the Auditing Profession Amendment Act 5 of 2021 requiring the following, but not limited thereto:

- Include two persons with at least 10 years' experience in auditing who were formerly registered as auditors.
- Include two advocates/attorneys with at least 10 years' experience in practicing law.

Nominations/Applications are to be submitted to:

The Nominations Committee
Independent Regulatory Board for Auditors
c/o The Board Secretary
by email to Board@irba.co.za

Nominations/Applications must include a completed nomination/application form, curriculum vitae detailing knowledge, experience and suitability as a Board member together with copies of qualifications and at least two reference letters. The nomination/application form, as well as further information regarding the Board, is available on the IRBA website, <https://www.irba.co.za/about-us/what-is-the-irba>.

Selections will be made to ensure that the Board as a whole comprises an appropriate mix of diversity, experience and expertise.

Only applicants who have been shortlisted will be contacted and interviewed.

The closing date is 31 July 2022.

Enquiries should be directed to the Board Secretary, Jill Levendal, at 087 940 8800 or via email to Board@irba.co.za.

** Rates paid for meetings are market related.*

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