Government Gazette
Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Vol. 684 24 June Junie 2022 No. 46598

PART 1 OF 2

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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 GOVERNMENT 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 R**3026.32** 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.gpwonline.co.za

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

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

GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

Extraordinary Gazettes

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

Notice Submission Process

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

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

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

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

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

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

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

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

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

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

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

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

      8.1.5. Any additional notice information if applicable.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

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

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

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

QUOTATIONS

13. Quotations are valid until the next tariff change.

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

14. Each quotation has a unique number.

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

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

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

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

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

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

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

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

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

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

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

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

GOVERNMENT PRINTING WORKS - BUSINESS RULES

COPY (SEPARATE NOTICE CONTENT DOCUMENT)

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

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

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

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

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

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

CANCELLATIONS

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

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

AMENDMENTS TO NOTICES

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

REJECTIONS

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

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

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

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

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

GOVERNMENT PRINTING WORKS - BUSINESS RULES

Approval of notices

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

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

Government Printer Indemnified Against Liability

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

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

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

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

Liability of advertiser

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

Customer inquiries

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

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

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

GOVERNMENT PRINTING WORKS - BUSINESS RULES

Payment of cost

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

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

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

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

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

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

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

Proof of publication

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

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

GOVERNMENT PRINTING WORKS CONTACT INFORMATION

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

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

GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 2193 **24 June 2022**

PLANT BREEDERS' RIGHTS ACT, 2018 (ACT No. 12 OF 2018)

REGULATIONS MADE IN TERMS OF THE PLANT BREEDERS' RIGHTS ACT

I, Angela Thokozile Didiza, Minister for Agriculture, Land Reform and Rural Development intends in terms of section 54 of the Plant Breeders' Rights Act, 2018 (Act No. 12 of 2018), to make the regulations in the Schedule.

Interested persons are invited to send their comments on the proposed regulations within 30 days of publication of this notice to the Director General: Department of Agriculture, Land Reform and Rural Development for the attention of:

Dr Noluthando Netnou-Nkoana, Private Bag X973, Pretoria, 0001 or by email to NoluthandoN@dalrrd.gov.za; and Ms Angeline Dibiloane, email: AngelineD@dalrrd.gov.za

MRS ANGELA THOKOZILE DIDIZA
MINISTER FOR AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
DATE: 03/02/2022

SCHEDULE

Definitions

1. In these regulations, unless the context otherwise indicates, regulations means the regulations made in terms of section 54 of the Plant Breeders' Rights Act, 2018 (Act No. 12 of 2018), published under Government Notice No. R.511 of 29 March 2019; and

"Director-General" means the Director-General of the department responsible for Agriculture;

"DUS test" means Distinctness, Uniformity and Stability test

"section" means a section of the Act;

"Special edition" means an edition of the Plant Variety Journal published annually, with a list of valid plant breeders' rights as at the end of that particular year.

"the Act" means the Plant Breeders' Rights Act, 2018 (Act No. 12 of 2018).

"UPOV code" means the abbreviation of the scientific name of a kind of plant in accordance with the International Union for the Protection of New Varieties of Plants (UPOV) system

"withdrawal of application" means voluntary withdrawal of an application by the applicant or agent whilst the application is still under consideration and before a decision could be made on the application.

REGISTER OF PLANT BREEDERS' RIGHTS

Register of plant breeders' rights

2 (1) The register of varieties referred to in section 4 of the Act must contain the following information:

(a) the denomination of each variety and any approved amendment thereof, including the date of such amendment;
(b) breeder's reference, where available;
(c) the name of the applicant for each variety;
(d) the country code for the country of origin of the variety;
(e) the name of the person who has been appointed as the local agent;
(f) the kind of plant for each variety indicating the scientific and common name;
(g) the UPOV code for the kind of plant for each variety;
(h) the application number and filing date for each variety;
(i) Plant Variety Journal number and publication date on which a PBR application was published for each variety;
(j) the date on which an application for a plant breeder's right is withdrawn or rejected;
(k) the grant number and date on which the plant breeder's right was granted for each variety;
(l) Plant Variety Journal number and publication date on which a plant breeder's right granted has been published for each approved variety;
(m) Plant Variety Journal number and publication date on which a plant breeder's right application has been withdrawn, lapsed or rejected, or a plant breeder's right granted has been terminated;
(n) duration of the plant breeder's right Sole Right Period and the expiry date thereof for each variety;
(o) duration of plant breeder's right period (PBR period) and the expiry date thereof for each variety;
(p) the date on which a plant breeder's right was terminated and the reason thereof and

such other particulars as the Registrar may deem necessary, subject to the provisions of the Act.

(2) The fee specified in item 1 of Table 1 shall be payable by a person requesting inspection of the register of plant breeders' rights.

Inspection of documents

3 (1) Any person requiring to inspect a document in terms of section 6(1) must -

(a) make an appointment for such inspection with the Registrar

(b) pay the fee specified in item 2 of Table 1, and furnish proof of payment thereof to the Registrar

(2) Any person requiring a copy of a document in terms of section 6(2) must –

(a) apply in writing to the Registrar, and

(b) pay the fee specified in item 3 of Table 1, and furnish proof of payment thereof to the Registrar.

(3) For the purposes of section 6(3)(c) no person other than the persons listed in section 6(4) may inspect or be furnished with a copy of any correspondence between the Registrar and the applicant, pertaining to the granting or refusal of a plant breeder's right.

PLANT BREEDERS' RIGHT

Duration of a Plant Breeder's Right and sole right period

4 (1) The period of duration of a plant breeder's right in terms of section 8 and of the sole right in terms of section 9 of the Act for each kind of plant is specified in Table 2.

(2) The Registrar must amend the Table upon receiving an application for a new kind of plant not listed in the Table at the time of lodging such an application,

Exceptions to plant breeder's right

5 (1) For a variety of the kind of plant that is included in the categories of plants listed in regulation 6 involving exceptions to the plant breeder's rights in terms of section 10 of the Act, a plant breeder's right shall not be infringed by a farmer who, within reasonable limits and subject to the safeguarding of

the legitimate interests of the breeders, uses the propagating material of the protected variety in accordance to subregulation (3).

(2) For the purposes of section 10(2)(i) farmers are categorised into the following categories, reflecting different types of producers in the Republic:

a) Vulnerable household producer: producers that produces primarily for household consumption to meet the daily dietary needs and has limited resources and skills to operate a market-oriented production system and this category includes vulnerable women and youth, child headed households, persons with disabilities, farm dwellers and households producing in communal land and commonages that are registered as indigents or meet the criteria for registration as indigents with their municipality.

b) Subsistence household producer: producer that produces primarily for household consumption to meet daily dietary needs who are not classified as indigents by their municipalities and do not meet the criteria to be registered as indigents with their municipalities and they may market limited surplus production.

c) Smallholder producers: a venture undertaken by an individual or business entity for the purpose of household consumption and derive a source of income from agriculture activities along the value chain and are usually new entrants in the agricultural sector.

d) Medium Scale Commercial Producer: a venture undertaken by an individual or business entity for the purpose of deriving a source of income from agriculture activities along the value chain and are established enterprises producing for market to make a profit.

e) Large Scale Commercial producer: a venture undertaken by an individual or business entity for the purpose of production and sale of agriculture products to make a profit and are established enterprises producing for market to make a profit.

(3) A plant breeder's right shall not be infringed by:

(a) A farmer included in subregulation (2)(a), (b) and (c), who produces the prescribed maximum quantities of protected varieties of kinds of plants listed in regulation 6 and save on his own holding, or exchange within their category, for propagating purposes, propagating material of such protected varieties.

(b) A farmer included in subregulation (2)(d) and (e), and any other farmer who produces quantities of protected varieties for the kinds of plants listed in regulation 6 in excess of the prescribed maximum quantities, may save for propagation purposes, on their own holding, the product of the harvest which they have obtained by planting, on their own holding the protected variety of a kind of plant listed in regulation 6 provided that such a farmer:

(aa) has legitimately obtained propagating material of the protected plant variety concerned;

(bb) notifies, in writing, the breeder or the holder of the plant breeder's right of the protected variety concerned as to the volumes of saved propagating material thereof;

(cc) pays the breeder or the holder of the breeders' right of the protected variety concerned a reasonable remuneration for using the saved propagating material thereof, in compliance with market conditions, an amount which is considerably lower than the level of remuneration of the purchased propagating material of the same variety in the Republic and the remuneration payable shall be agreed upon by the breeder or holder of the plant breeder's right and the farmer in a written licence agreement in accordance to section 34; and

(dd) preserves the identity of the protected variety at all times by clearly indicating on the label of any container containing saved propagating material of a protected variety the following information:

i) name of the kind of plant (crop);

ii) variety denomination (name) approved in terms of the Act; and

iii) name and address of the producer of the propagating material.

(4) The exception to a plant breeder's right in terms of section 10(1)(d) does not apply to protected varieties of ornamental plants, and to any protected varieties of any kind of plant not listed under regulation 6.

(5) For any of the kinds of plants listed in regulation 6, relevant industry or commodity groups may apply to the Minister responsible for Agriculture for a statutory levy as may be applicable.

Section 10(2)(a)(ii) categories of plants

6. The categories of plants on which section 10(2)(a)(ii) applies are listed below and a farmer included in accordance to categories in subregulation (2)(a), (b) and (c) is a farmer who produces quantities not exceeding the prescribed maximum quantities for each kind of plant.

Categories of plants	Maximum seed produced per year per protected variety (kg)
Category A: AGRICULTURAL CROPS	
Arachis hypogea L. (Groundnut)	2 000
Avena sativa L. (Oats)	1 000
Eleusine corocana (L.) Gaertn. (Finger millet)	1 500

Glycine max (L.) Merr. (conventional Soy bean)	2 500
Helianthus annuus L. (Sunflower)	2 000
Pennisetum glaucum (L.) R.BR. (Pearl millet)	1 500
Sorghum bicolor (L.) Moench (Sorghum)	2 000
Triticum aestivum L.f. (Wheat)	2 500
Triticum turgidum L. (=*T. durum*) (Durum wheat)	1 500
Vigna radiata (L.) Wilczek (Mungbean)	1 000
Vigna subterranea (L.)Verdc. (Jungo beans)	1 000
Vigna unguiculata L. Walp. (Cowpea)	2 000
Zea Mays L. (Conventional white and yellow maize)	3 000
Zea mays L. var. *saccharata* (Sturtev.) L.H.Bailey (Sweet corn)	3 000
Category B: VEGETABLE CROPS	
Allium L. (onion)	1 000
Brassica oleracea L. (Cabbage	500
Citrullus lanatus (Thunb.) Matsum. & Nakai (Watermelon)	1 500
Colocasia esculenta (L.) Schott (Taro, amadumbe)	10 000 tubers
Cucumis melo L. (Sweet melon)	500
Cucurbita maxima Duchesne (Pumpkin)	1 500
Cucurbita moschata Duchesne (Squash, butternut)	1 000
Cucurbita pepo L. (Squash, zucchini, vegetable marrow)	1 500
Lagenaria siceraria (Molina) Standl. (Calabash)	500
Ipomoea batatas (L.) Lam (Sweet potato)	1 000
Solanum lycopersicum L. (Tomato)	1 500
Manihot esculenta Crantz (Cassava)	7 000 tubers
Solanum tuberosum L. (Potato)	1 500
Phaseolus vulgaris L. (Garden bean)	2 500
Category C: FRUIT CROPS	**Maximum number of trees produced per protected variety**
All species as reflected in the Plant Breeders' Rights register maintained in terms of section 4 of the Act	100

Transfer of a plant breeder's right

7(1) The holder of a plant breeder's right must in terms of section 13 notify the Registrar of the transfer of a right or any part thereof to another person by submitting a duly completed form obtainable from the office of the Registrar.

(2) The original signed form referred to in subregulation (1) must be mailed, couriered or hand delivered to the office of the Registrar:

(a) within 30 days from the date on which the plant breeder's right concerned, or the portion thereof was transferred; and

(b) be accompanied by proof of payment for the fee specified in item 4 of Table 1

(3) If a person to whom a plant breeder's right or a portion thereof was transferred wants to appoint an agent, they must within 30 days of the transfer, notify the Registrar by submitting a duly completed form obtainable from the office of the Registrar

APPLICATION FOR GRANT OF A PLANT BREEDER'S RIGHT

Appointment and substitution an agent

8 (1) An applicant for the grant of a plant breeder's right in terms of section 16 of the Act must, if appointing an agent, submit to the Registrar a duly completed form obtainable from the office of the Registrar.

(2) An applicant who is not domiciled and resident of the Republic of South Africa can only submit an application through an agent, and must inform the Registrar of an appointment of such an agent by submitting a duly completed form referred to in subregulation (1).

(3) The original signed form referred to in subregulations (1) must be submitted together with an application for a grant of a plant breeder's right.

(4) In the event where an applicant or a holder of plant breeder's right substitutes an appointed agent, the applicant or holder must notify the Registrar of such a substitution by submitting a duly completed form obtainable from the office of the Registrar within 30 days of the appointment of the new agent.

(5) A duly completed and signed original form must be mailed, hand delivered or couriered to the office of the Registrar.

Submission of an application and payment of application fees for a plant breeder's right

9 (1) An applicant or agent must submit an original signed application with accompanying documents in terms of section16(1) by mail or couriered or hand delivered to the office of the Registrar.

(2) In order to obtain a filing date, copies of the application and accompanying documents may be sent electronically to the Registrar, following which original documents must be submitted within three months in a manner described in subregulation (1).

(3) The application fee payable in terms of section 16 is specified in item 5 of Table 1.

(4) Application fees paid for applications that are subsequently withdrawn, rejected or lapsed are non-refundable.

Voluntary withdrawal of an application for a plant breeder's' rights

10 (1) A notice by the applicant of a plant breeder's right of a withdrawal of an application for a plant breeder's right submitted in terms of section 16 must be furnished to the Registrar on a form obtainable from the office of the Registrar.

(2) A duly completed and signed form must sent electronically, mailed, hand delivered or couriered to the office of the Registrar.

Priority and redating of applications

11 (1) In order for the Registrar to give priority for an application in accordance to section 17, the applicant or agent must:

(a) upon payment of application fees specified in item 6 of Table 1, submit proof of payment to the Registrar.

(b) within three months of submission of an application in terms of section 17(1)(a), mail, hand deliver or courier the documents specified in section 17 (2) of the Act to the Registrar.

Provisional protection

12 (1) Publication of particulars of an application for a plant breeder's right in a Plant Variety Journal published in terms of Section 40 is considered to constitute a notification of provisional protection as contemplated in section 18(4).

Amendment of an application

13 (1) An applicant or agent may apply for an amendment to the application for a plant breeder's right in accordance with section 21 in a relevant form obtainable from the office of the Registrar.

(2) Duly completed and signed original forms for the following amendments must be mailed, hand delivered or couriered to the office of the Registrar:

(a) amendment of an applicant of a plant breeder's right
(b) substitution of an agent
(c) amendment of the holder of a plant breeder's right
(c) amendment of a variety denomination
(d) any other applicable amendment as deemed necessary and agreed upon with the Registrar.

3) The fee payable for amendment of an application is specified in item 7 of Table 2.

Objection to application for grant of plant breeder's right

14(1) Any person, may within 60 days of the publication of particulars in respect of an application made in accordance to section 16 in a Plant Variety Journal, lodge an objection with the Registrar in accordance to section 22 (1).

(2) Notwithstanding subsection (1) such an objection must be lodged before a plant breeder's rights for the variety concerned is granted, as granting of a plant breeder's right constitutes a decision of the Registrar of which an appeal may be lodged in accordance to section 41.

(3) The documentation for the objection may be sent electronically, mailed, hand delivered or couriered to the office of the Registrar, and such an objection must:

a) state the name and address of the person objecting;

b) state the kind of plant and the denomination of the variety in question;

c) state the publication date of the Plant Variety Journal in which the particulars of the application of the variety concerned were published;

d) state the grounds for the objection, substantiated by such proof as may be deemed necessary;

e) be accompanied by the proof of payment for the fee specified in item 8 of Table 1.

4) If the applicant decides to lodge a counterstatement in accordance to section 22 (3), such a counter-statement must:

a) be sent electronically or mailed, hand delivered or couriered to the office of the Registrar within 60 days of receiving the notification of the objection from the Registrar; and

b) provide detailed responses to the grounds for the relevant objection, substantiated by such proof as may be deemed necessary.

VARIETY DENOMINATIONS

Denomination of variety

15.(1) The applicant must propose a variety denomination in accordance to section 23 of the Act and such denomination must –

(a) be suitable to identify the variety concerned;

(b) be the same as submitted in all convention countries or agreement countries for the same variety;

(c) be different from known denominations of any existing varieties of the same or a closely related kind of plant in any other country;
(d) be in line with relevant international practices;
(e) not be used more than once in the same variety denomination class. A list of the denomination classes is available from the office of the Registrar upon request;
(f) not be such as to be liable to mislead or to lead to confusion concerning the characteristics, value, geographical origin, or identity of the variety in question or the identity of the breeder thereof;
(g) subject to the provisions of sub regulation (2) not be identical with or similar to, or liable to lead to confusion with a mark which enjoys the protection accorded thereto by the Trade Marks Act, 1963 (Act No. 62 of 1963); and
(h) not be against public order or contrary to morality.

(2) Notwithstanding anything to the contrary contained in these regulations-

(a) a mark referred to in sub-regulation (1)(g) may only be approved as a denomination for a variety if the applicant concerned submits documentary proof that the holder of the mark concerned renounces his or her right to such mark as from the date of filing an application for a plant breeder's right for the variety concerned; and
(b) the denomination approved by the Registrar for a variety in respect of which protection has been granted, or an application for protection has been lodged with the appropriate authority in a convention country or an agreement country in accordance with the laws in force in that country, must be the same as the denomination thus protected or thus applied for in such country, on condition however that the provision of sub paragraph (a) is complied with and that a priority claim on such denomination is not proved by another person.

(3) If the Registrar finds that a proposed denomination does not satisfy the requirements of sub regulation (1), the Registrar must within 14 days of receipt of the application request the applicant in writing to propose an alternative denomination.

(4) The applicant must within 30 days from the date of request propose an alternative denomination using Form 4A obtainable from the office of the Registrar.

(5) The duly completed and signed form must be mailed, hand delivered or couriered to the office of the Registrar.

Amendment of denomination

16(1) A request for an amendment of the approved variety denomination in terms of section 24(3) must-
(a) be in accordance to the provisions of regulation 15 above; and

(b) be submitted to the Registrar by the applicant using a form obtainable from the office of the Registrar.

(2) A duly completed, signed original form, accompanied by the proof of payment for the fee specified in item 9 of Table 1 must be mailed, hand delivered or couriered to the office of the Registrar.

(3) If the Registrar intends to approve the amendment of the denomination, the particulars specified in Table 3 in respect thereof must be published in accordance with regulation 25.

(4) The documentation for the objection of an approved variety denomination in terms of section 24(5) may be sent electronically or mailed, hand delivered or couriered to the office of the Registrar, and such an objection must:

(a) be lodged with the Registrar in writing within 60 days from the date on which the particulars thereof were published in terms of section 40 of the Act;

(b) state the name and address of the person objecting;

(c) state the kind of plant and the denomination of the variety in question;

(d) state the publication date of the Plant Variety Journal in which the particulars of the application of the variety concerned were published.;

(e) state the grounds for the objection, substantiated by such proof as may be deemed necessary; and

(f) be accompanied by the proof of payment for the fee specified in item 10 of Table 1.

(5) The Registrar must within 14 days of the receipt of an objection -

(a) notify the applicant concerned in writing of the objection, and

(b) provide the applicant with a copy of the objection.

(6)The applicant may lodge with the Registrar a counter statement against the objection within 30 days of receipt of the notification.

(7) In considering the objection, the Registrar may request that further information be furnished by either party as may be deemed necessary.

(8) After considering all the evidence, the Registrar must make a decision and thereafter, in writing, inform the person objecting and the applicant concerned of his or her decision and of the grounds on which it is based.

(9) If an objection is upheld, the applicant must propose another denomination and if approved, the Registrar must publish particulars thereof in accordance with section 40.

(10) If no objection was lodged against an approved variety denomination or in cases where an objection lodged was not upheld, the variety denomination published in terms of subregulation (3) will be considered an approved denomination for the variety concerned.

Marking of labels and containers

17 (1) Any propagating material of a variety in respect of which a plant breeder's right has been granted, which is being sold for the purposes of propagation or for any other purpose must on each container have a clear and legible label in terms of section 25 and such label must contain the:

(a) scientific and common names of the kind of plant concerned;

(b) denomination (name) of the variety approved in terms of the Act for the variety concerned;

(c) words "protected by plant breeders' rights", followed by the registration number, if the variety concerned has already been granted a plant breeder's right;

(d) words "application for a plant breeder's right", followed by an application number if the variety concerned has an application submitted and pending the Registrar's decision for the granting of a plant breeder's right; and

(e) trade name and/or registered trademark where applicable

(2) Labels for harvested material sold for any purpose other than propagation must at least contain the approved variety denomination and an indication on whether the variety is an application for, or protected by a plant breeder's right as reflected in subregulation (1)(c) and (d).

EXAMINATION OF VARIETY AND GRANT OF A PLANT BREEDER'S RIGHT

Submission of material and payment of examination fees for tests and trials

18 (1) An applicant or agent must provide material for tests and trials in accordance to section 26 to the Registrar in the following manner:

(a) in the case of potatoes, trees and vines, the required amount of plant material must be made available for tests and trials within 5 years from the filing date and the applicant or agent must deliver the material to the office of the Registrar or inform the Registrar of the location of the material as applicable;

(b) in the case of all other crops, the required amount of plant material must be delivered to the office of the Registrar within 24 months from the filing date; and

(c) The specific of amounts of material to be submitted is obtainable from the office of the Registrar.

(2) The examination fees payable in terms of section 16 is payable in the year that the material is made available for tests and trials and the fee payable is specified in item 11 of Table 1.

(3) Upon payment of examination fees, the applicant or agent must submit proof of payment to the office of the Registrar.

(4) The examination fees paid for the tests and trials are non-refundable where:

a) the variety concerned was subsequently refused for granting of a plant breeder's right in terms of section 27; and

b) the applicant or an agent withdraws an application at any point before the conclusion of tests and trials for the variety concerned.

(5) In cases where a variety has been approved for National Listing in terms of the Plant Improvement Act, 2018 (Act No. 11 of 2018), and an application for a plant breeder's right for the same variety is submitted by the same applicant in terms of section 16 within one year of approval for National Listing, the Registrar may take over results of DUS test and trials conducted for National Listing.

(6) If the Registrar takes over results of DUS test and trials for National Listing in terms of subregulation (5), no examination fees are payable by the applicant in terms of this Act.

(7) In cases where DUS results for tests and trials are taken over from a Plant Breeders' Rights authority of another country in accordance with section 50, the applicant or agent must:

(a) pay the examination fee to the Plant Breeders' Rights authority of the providing country and furnish the Registrar with proof of payment thereof;

(b) furnish the Registrar with propagating material of the variety concerned where applicable and upon request by the Registrar.

Application for extension to submit material for tests and trials

19.(1) An applicant or agent who did not furnish the Registrar with material for tests and trials within the prescribed period in accordance to section 26 must:

(a) apply to the for an extension not exceeding the initial period stipulated in sub section 17(1) above on a form obtainable from the Registrar; and

(b) in the event of imported material, the application must be accompanied with a sworn affidavit as proof that the plant material has been imported into the Republic.

(2) A duly completed and signed form, accompanied by the sworn affidavit where applicable, must be sent electronically, mailed, hand delivered or couriered to the office of the Registrar.

OBJECTIONS

Hearing of an objection

20.(1) The procedure at the hearing of an objection in terms of section 29 is as follows:

(a) parties must submit their evidence to the Registrar and exchange same between themselves within seven days of the date of receipt of notification of the hearing from the Registrar.
(b) at the hearing, the Registrar or their representative will chair the proceedings, and provide the Secretariat services for the recording thereof.
(c) all parties or their representatives will be allowed to call witnesses during the hearing and to cross-examine other witnesses;
(d) the onus rests with each party to notify his or her witnesses of the date, place and time of the hearing and to ensure their presence at the hearing;
(e) the person who lodged the objection or their representative will be allowed to present his or her case first and to call witnesses; and
(f) the person who holds the plant breeder's right against which an objection is lodged, or their representative, will then be allowed to present his or her case and to call witnesses.

(2) The Registrar may when considering the matter at the hearing utilize one or more of the persons contemplated in section 42 to assist and advise with regard to the hearing of the objection.

(3) After hearing all the evidence, the Registrar must within 21 days consider the evidence and reach a decision, and in writing advise all parties concerned of his or her decision and of the grounds on which it is based.

(4) The Registrar must make copies of the proceedings to the parties concerned within 14 days of the finalisation of the matter.

(5) If the decision of the Registrar requires any amendment to the application of a plant breeder's right or of any matter published in accordance to section 40 such amendments must be duly published.

OBLIGATIONS OF THE HOLDER OF A PLANT BREEDER'S RIGHT

Payment of annual fees

21 (1) An applicant or agent must, upon receipt of an annual fee invoice from the Registrar, pay annual fees in accordance to section 30 for a plant breeder's right that has been granted in terms of section 28.

(2) The annual fees payable are specified in item 14 of Table 1, and the proof of payment thereof must be sent electronically or mailed, hand delivered or couriered to the office of the Registrar.

(3) An annual fee for each plant breeder's right granted is payable for the duration of the plant breeder's right in question, failure of which will lead to the cancellation of that plant breeder's right in accordance with section 38 (1)(d)(ii).

LICENCES

Application for compulsory licences

22 (1) An application for the issuing of a compulsory licence in terms of section 35 of the Act must be submitted to the Registrar on a form obtainable from the office of the Registrar.

(2) A duly completed and signed form accompanied by the proof of payment for the fee specified in item 15 of Table 1 must be sent electronically or mailed, hand delivered or couriered to the office of the Registrar.

Hearing of application for compulsory licence

23 .(1) The procedure at the hearing of a compulsory licence in terms of section 36 of the Act must be as follows:

(a) parties must submit their evidence to the Registrar and exchange same between themselves within seven days of the date of receipt of notification of the hearing from the Registrar.
(b) at the hearing, the Registrar or their representative will chair the proceedings, and provide the Secretariat for the recording thereof.
(c) all parties or their representatives will be allowed to call witnesses during the hearing and to cross-examine other witnesses;
(d) the onus rests with each party to notify his or her witnesses of the date, place and time of the hearing and to ensure their presence at the hearing;
(e) the person who applied for the compulsory license or their representative will be allowed to present his or her case first and to call witnesses; and
(f) the person who holds the plant breeder's right of which a compulsory license is sought, or their representative, will then be allowed to present his or her case and to call witnesses.

(2) The Registrar may when considering the matter at the hearing utilize one or more of the persons contemplated in section 42 to assist and advise with regard to the hearing of the objection.

(3) After hearing all the evidence, the Registrar must within 21 days consider the evidence and reach a decision, and in writing advise all parties concerned, of his or her decision and of the grounds on which it is based.

(4) The Registrar must make copies of the proceedings to the parties concerned within 14 days of the finalisation of the matter.

(5) If the decision of the Registrar requires any amendment to the application of a plant breeder's right or of any matter published in accordance to section 40 of the Act, such amendments must be duly published.

TERMINATION OF A PLANT BREEDER'S RIGHT

Voluntary surrender of a plant breeder's right

24 (1) A notice by the holder of a plant breeder's right of a surrender of their plant breeder's right in terms of section 39 must be submitted to the Registrar on a form obtainable from the office of the Registrar.

(2) A duly completed and signed form, accompanied by the original certificate issued in respect of the plant breeder's right concerned, must be mailed, hand delivered or couriered to the office of the Registrar.

PLANT VARIETY JOURNAL

Matters to be published in the Plant Variety Journal

25 (1) The Registrar must publish the particulars specified in Table 3 in respect of the following in the Plant Variety Journal referred to in section 40-

(a) registration of an application for the grant of a Plant Breeder's Right;
(b) withdrawal, lapsing and rejection of an application for a Plant Breeder's Right;
(c) decisions relating to the granting or refusal of a Pant Breeder's Right;
(d) amendment of applicant;
(e) amendment of agent;
(f) transfer of a Plant Breeder's Right;
(g) intention to amend an approved variety denomination;
(h) amendment of an approved variety denomination;
(i) expiry of a Plant Breeder's Right;
(j) cancellation of a Plant Breeder's Right;
(k) surrender of a Plant Breeder's Right; and
(l) any other matter as deemed necessary

(2) The Registrar must publish the Plant Variety Journal on a quarterly basis :

(a) by notice in the Government Gazette
(b) publication on the website of the Department;

(c) electronic circulation to relevant stakeholders; and

(d) as applicable, by notice in at least two (2) newspapers circulating nationally or through other means of effective communication.

(3) A Special Edition of the Plant Variety Journal, listing only valid Plant Breeders' Rights, must be published on an annual basis as in subregulation 2(a), (b), (c) and (d) with the following particulars:

(a) kind of plant
(b) variety denomination
(c) name of applicant
(d) name of agent
(e) grant number
(f) grant date
(g) expiry date

(4) A publication date of the Plant Variety Journal is the date on which the notification thereof is published in the Government Gazette in terms of subregulation 2(a).

APPEALS

Right to appeal

26 (1) An appeal in terms of sections 41, 42, 43 and 44 must –

(a) be lodged through the Director-General in writing within 60 days from the publication of the decision or action concerned in terms of regulation 25;

(b) state the Plant Variety Journal number and the publication date thereof;

(c) state the kind of plant, the variety denomination and the application number or registration number of the variety for which such a decision or action was taken;

(d) state the grounds on which the appeal is based; and

(e) be accompanied by the fee specified in item 16 of Table 1.

(2) The contact details of the Director-General, to which the appeal documentation must be mailed, hand delivered or couriered, may be obtained upon request from the office of the Registrar located within the department.

REMUNERATION OF PERSONS APPOINTED IN TERMS OF THE ACT

27 (1) A person who is appointed in terms of :

a) section 29 (3) of the Act, for hearing of an objection;
b) section 36 (2) of the Act, for hearing of application for and issue of a compulsory licence; and
c) section 42 (1) of the Act for consideration of an appeal,

and who is not employed in the public service, must be remunerated according to the Manual for the Application of the System for the Administration of the Service Benefit Packages for Office-bearers of Certain Statutory and other Institutions.

(2) A member of the Advisory Committee appointed in terms of section 46 must receive subsistence and travelling allowance as determined by National Treasury regulations, and in accordance to the department's prescripts.

GENERAL PROVISIONS

Request for DUS test and trials results by authority of another country

28 (1) The Registrar may in terms of section 50 provide to an appropriate authority the DUS test results derived from tests and trials undertaken in terms of section 26 upon payment of the fee specified in item 17 of Table 1.

(2) The DUS tests and trials results will not be provided to any person other than the Plant Breeder's Right Authority of the requesting country.

TABLE 1

FEES PAYABLE IN TERMS OF THE PLANT BREEDERS' RIGHTS ACT, 2018 (ACT NO. 12 OF 2018)

No.	Purpose	Amount (will be determined upon consultation with the Minister of Finance
1.	Inspection of the register of plant breeders' right [Reg. 2(2)]	
2.	Inspection of a document submitted to the registrar in connection with an application for the grant of a plant breeders' right [Reg. 3(1)(b)]	
3.	A copy of any particulars in the register or of a document submitted to the registrar in connection with an application for the grant of a plant breeders' right [Reg. 3(2)(b)]	
4.	Notice of the transfer of a plant breeders' right [Reg. 7(2)(b)]	
5.	An application for the grant of a Plant Breeder's Right [Reg. 9(3)]	
6.	A claim to give priority in terms of section 17 of the Act to an application for the grant of the plant breeders' right [Reg. 11(1)(a)]	
7.	Amendment of an application [Reg. 13(3)]	
8.	An objection to the grant of a plant breeder's right [Reg. 14(3)(e)]	
9.	An application for the alteration or supplementation of the denomination approved for a variety [Reg. 16(2)]	
10.	An objection against the intended approval of an alteration or supplementation of the denomination approved for a variety [Reg. 16(4)(f)]	
11.	Examination fee for a plant breeder's right: All kinds of plants [Reg.18(2)]	

12.	Examination fee for a variety of which a plant breeder's right application is submitted within one year of approval of the same variety for National Listing in terms of the Plant Improvement Act, 2018 (Act No. 11 of 2018) [Reg. 18(5)]	
13.	Obtaining of results of tests and trials in the event that such test and trials are undertaken by another appropriate authority in another country [Reg 18(7)]	
14.	Annual fee for a plant breeders' right [Reg. 13(1)(d)]	
15.	An application for the issue of a compulsory licence in respect of a plant breeders' right [Reg. 22(2)]	
16.	Submission of appeal against any decision or action taken by the registrar in terms of the Act [Reg.26(1)(e)]	
17.	Provision of results of tests and trails undertaken by the registrar, to the appropriate authority in a requesting country [Reg 28(1)]	

TABLE

DURATION OF PLANT BREEDERS'RIGHTS AND SOLE RIGHT PERIODS UNDER THE PLANT BREEDERS' RIGHT ACT, 2018 (ACT NO. 12 OF 2018)

1		2	3
Kind of plant/Soort plant			
Botanical name Botaniese naam	Common name Gewone naam	Period of plant breeder's right (years) Termyn van Planttelersreg (jare)	Period of sole right (years) Termyn van alleenreg (jare)
AGRICULTURAL CROPS			
Anthephora pubescens Nees	Bottle brush grass/Borseltjiegras	20	5
Arachis L. (All/Alle spp.)	Groundnut/Grondboon	20	5
Aspalathus L. (All/Alle spp.)	Aspalathus/Rooibos	20	5
Avena L. (All/Alle spp.)	Oats/Hawer	20	5
Brachiaria (Trin.) Griseb. (All/Alle spp.)	Brachiaria, signal grass	20	5
Brachiaria brizantha (Hochst. *ex* A. Rich.) Stapf [See/sien ***Urochloa brizantha*** (Hochst. Ex A. Rich.) R.D. Webster]	Beard grass, Palisade grass		
Bromus catharticus Vahl (= *B willdenowii*)	Rescue grass/Reddingsgras	20	5
Cenchrus ciliaris L.	Blue buffalo grass/Bloubuffelgras	20	5
Cenchrus L. (all spp.)	Buffelgrasses/sandburs/ Birdwood grass	20	5
Cichorium intybus L.	Chicory/Sigorei	20	5
Coffea arabica L.	Coffee/Koffie	25	8
Cnidoscolus Pohl (All/Alle spp.)	Cnidoscolus, Tread-softly, Spurge nettle	25	8
Chloris gayana Kunth	Rhodes grass/Rhodesgras	20	5
Cynodon L. (All/Alle spp.)	Bermuda grass, Couch grass/Bermudagras, Kweekgras	20	5
Dactylis glomerata L.	Cocksfoot/Kropaargras	20	5
Desmodium Desv. (All/Alle spp.)	Tick Trefoil/Desmodium	20	5
Digitaria eriantha Steud. (=***D. Smutsii*** Stent.)	Smuts finger grass/Snutsvingergras	20	5
Eragrostis curvula (Schrad.) Nees	Weeping lovegrass/Oulandsgras	20	5

1		2	3
Kind of plant/Soort plant			
Botanical name Botaniese naam	Common name Gewone naam	Period of plant breeder's right (years) Termyn van Planttelersreg (jare)	Period of sole right (years) Termyn van alleenreg (jare)
Eragrostis tef (Zucc.) Trotter	Teff/Tefgras	20	5
Festuca arundinacea Schreber	Tall fescue/Langswenkgras	20	5
X Festulolium Aschers. et Graebn. (Festuca x Lolium)	Festulolium, Hybrid fescue/Baster swenkgras	20	5
Glycine max (L.) Merrill	Soya bean/Sojaboon	20	5
Gossypium hirsutum L.	Cotton/Katoen.	20	5
Helianthus annuus L.	Sunflower/Sonneblom	20	5
Helianthus tuberosus L.	Jerusalem artichoke, Girasole/Jerusalemartisjok, Knolartisjok	20	5
Hordeum L. (All/Alle spp.)	Barley/Gars	20	5
Humulus lupulus L.	Hops/Hop	20	5
Lablab Adans. (all spp.)	Lab Lab bean	20	5
Lolium L. (All/Alle spp.)	Rye grass/Raaigras	20	5
Lupinus L. (All/Alle spp.)	Lupin/Lupien	20	5
Medicago L. (All/Alle spp.)	Lucerne, Medic/Lusern, Medic	20	5
Nicotiana tabacum L.	Tobacco/Tabak	20	5
Ornithopus compressus L.	Yellow Serradella/Geel Serradella	20	5
Ornithopus sativus Brot.	Serradella	20	5
Oryza sativa L.	Rice/Rys	20	5
Panicum L. (All spp.)	Panicum	20	5
Paspalum L. (All spp.)	Paspalum	20	5
Pennisetum clandestinum Hochst. Ex Chiov.	Kikuyu/Kikoejoe	20	5
Pennisetum glaucum (L.) R.Br. *emend.* Stuntz	Pearl millet/Babala	20	5
Phalaris aquatica Hack.	Phalaris	20	5
Phalaris arundinacea L	Reed canary grass, Ribbon grass/ Rietkanariegras, Bandgras	20	5
Phaseolus coccineus L.	Kidney Bean/Nierboon	20	5
Phaseolus vulgaris L.	Dry Bean/Droëboon	20	5

1		2	3
Kind of plant/Soort plant			
Botanical name Botaniese naam	Common name Gewone naam	Period of plant breeder's right (years) Termyn van Planttelersreg (jare)	Period of sole right (years) Termyn van alleenreg (jare)
Pisum L. (All/Alle spp.)	Dry Pea/Droëert	20	5
Ricinus communis L.	Castor bean, Castor-oil-plant/Kasterolie	20	5
Saccharum officinarum L.	Sugar cane/Suikerriet	30	10
Secale cereale L....	Rye/Rog	20	5
Setaria nigrirostris (Nees) Dur. *et* Schinz	Black seed bristle grass/Swartsaadmannagras	20	5
Setaria P.Beauv. (All/Alle spp.)	Bristle grass	20	5
Setaria sphacelata (Schum.) Stapf *et* C.E. Hubb.	Common setaria/Gewone setaria	20	5
Sinapis alba L.	White mustard/Wit Mosterd	20	5
Solanum tuberosum L.	Potato/Aartappel	30	10
Sorghum bicolor (L.) Moench	Grain sorghum/Graansorghum	20	5
Sorghum Moench. [***S. almum*** Parodi, ***S. sudanense*** (Piper) Stapf and/en hybrids/hibriede]	Forage sorghum/Voersorghum	20	5
Sporobolus fimbriatus (Trin.) Nees	Rush Grass/Fynvleigras	20	5
Trifolium L. (All spp./Alle spp.)	Clover/Klawer	20	5
X Triticosecale Witt. (Triticum x Secale)	Triticale/Tritikale, Korog.	20	5
Triticum L. (All/Alle spp.)	Wheat/Koring	20	5
Urochloa brizantha (Hochst. Ex A. Rich.) R.D. Webster (=***Brachiaria brizantha*** (Hochst. *ex* A. Rich.) Stapf)	Bread grass	20	5
Urochloa L. (All spp.)	Dubi grass	20	5
Vicia faba L.	Broad Bean/Boerboon	20	5
Vicia sativa L. [including/insluitend ***V. angustifolia*** L.]	Common Vetch/Gewone Wiek	20	5
Vicia villosa Roth [including/insluitend ***V. dasycarpa*** Ten.]	Hairy vetch, Woolly-pod vetch/Harige wiek	20	5
Vigna subterranea (L.) Verdc.	Bambara groundnut	20	5

1		2	3
Kind of plant/Soort plant			
Botanical name Botaniese naam	Common name Gewone naam	Period of plant breeder's right (years) Termyn van Planttelersreg (jare)	Period of sole right (years) Termyn van alleenreg (jare)
Vigna unguiculata (L.) Walp. [including/ insluitend ***V. sinensis*** (L.) Savi *ex* Hassk. and/en ***Dolichos biflorus*** L.]	Cowpea/Akkerboon	20	5
Zea mays L.	Grain maize/Graanmielie	20	5
Zea mays L. var. ***saccharata*** Bailey	Sweetcorn/Soetmielie, Suikermielie	20	5
VEGETABLE CROPS			
Allium L. (All spp.)	Onion genus	20	5
Asparagus officinalis L.	Asparagus/Aspersie	20	5
Beta vulgaris L.	Beetroot, Fodder Beet, Swiss Chard/Beet, Voerbeet, Snybeet	20	5
Brassica juncea (L.) Czern	Indian Mustard/Indiese Mosterd	20	5
Brassica napus L.	Forage rape, Swede/Weikool, Sweedse raap	20	5
Brassica oleracea L.	Fodder Kale, Kohlrabi, Curly Kale, Cauliflower, Broccoli, Cabbage, Savoy Cabbage, Brussels Sprouts/Beeskool, Knolkool, Boerkool, Blomkool, Brokkoli, Kopkool, Savoikool, Brusselse Spruitjies	20	5
Brassica rapa L. [including/insluitend ***B. campestris*** & spp. previously known as/ voorheen bekend as ***B. chinensis*** and/en ***B. pekinensis***]	Turnip/Raap	20	5
Capsicum L. (All/Alle spp.)	Pepper, Paprika/Rissie, Paprika	20	5
Cucumis L. (All/Alle spp.)	Sweet melon, Cucumber/Spanspek/Komkommer	20	5
Cucurbita L. (All/Alle spp.)	Pumpkin, Squash/Pampoen, Skorsie	20	5
Daucus carota L.	Carrot/Geelwortel	20	5
Foeniculum Mill. (All spp.)	Fennel	20	5
Ipomoea batatas (L.) Lam.	Sweet potato/Patat	20	5

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Kind of plant/Soort plant			
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Lactuca sativa L.	Lettuce/Slaai	20	5
Lycopersicon esculentum Mill. (=***L. lycopersicum*** (L.) Karsten *ex* Farwell)	Tomato/tamatie	20	5
Ocimum basilicum L.	Basil, Sweer basil/Basiliekruid, Soetbasilkruid	20	5
Pastinaca sativa L.	Parsnip/Witwortel	20	5
Petroselinum crispum (Mill.) Nyman ex A.W. Hill	Parsley/Pietersielie	20	5
Phaseolus vulgaris L.	Garden Bean/Tuinboon.	20	5
Pisum L. (All/Alle spp.)	Garden Pea/Tuinert	20	5
Raphanus sativus L.	Garden Radish, Fodder Radish/Radys, Voerradys.	20	5
Rosmarinus L. (All/Alle spp.)	Rosemary/Roosmaryn	20	5
Solanum melongena L. var. ***esculentum*** Nees	Egg fruit, Aubergine, Brinjal/Eiervrug	20	5
FRUIT CROPS			
Ananas comosus (L.) Merrill	Pineapple/Pynappel	25	8
Carica papaya L.	Pawpaw/Papaja	25	8
Carya illinoinensis (Wangenh.) K. Koch	Pecannut/Pekanneut	25	8
Citrullus lanatus (Thunb.) Matsum. *et* Nakai	Watermelon/Waatlemoen, Makataan	20	5
Citrus L. (All/Alle spp.)	Sweet orange, Lemon, Grapefruit, Loose skin citrus types, Other citrus (Bitter Seville, Lime)/Soetlemoen, Suurlemoen, Pomelo, Losskil sitrussoorte, ander sitrus (Bitter Seville, Lemmetjie)	30	10
Cydonia Mill. (All/Alle spp.)	Quince/Kweper	25	8
Ficus L.	Fig tree/Vyeboom	25	8
Fortunella Swingle	Kumquat/Kumkwat	25	8
Fragaria x ananassa Duchesne	Strawberry/Aarbei	20	5

1		2	3
Kind of plant/Soort plant			
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Hylocereus (A. Berger) Britton & Rose (All/Alle spp.)	Dragon fruit	25	8
Juglans L. (All/Alle spp.)	Walnut/Okkerneut	25	8
Litchi chinensis Sonn.	Litchi/Lietsjie	25	8
Macadamia F. Mueller (All/Alle spp.)	Macadamia/Makadamia	25	8
Malus Mill. (All/Alle spp.)	Apple/Appel	25	8
Mangifera indica L.	Mango	25	8
Musa acuminata Colla	Banana/Piesang	25	8
Olea L. (All/Alle spp.)	Olive/Olyf	25	8
Opuntia ficus indica (L.) Mill. (only spineless cultivars, sweet prickly pear)	Sweet prickly pear	25	8
Passiflora L (all spp. Excluding ***P. caerula*** L., ***P. mollisima*** (Kunth) L.H. Bailey, ***P. suberosa*** L. and ***P. subpeltata*** Ortega)	Passion flower	20	5
Persea americana Mill.	Avocado/Avokado	25	8
Pistacia L. (All/Alle spp.)	Pistachio/Pimperneut	25	8
Prunus amygdalus Batsch. [See/Sien ***Prunus dulcis*** (Mill.) D. Webb]			
Prunus armeniaca L.	Apricot/Appelkoos	25	8
Prunus avium (L.) L.	Sweet cherry/Soetkersie	25	8
Prunus cerasifera Ehrh.	Cherry plum, Myrobalan plum	25	8
Prunus cerasus L.	Sour cherry/Suurkersie	25	8
Prunus domestica L.	European plum/Europese pruim, Pruimedant	25	8
Prunus dulcis (Mill.) D. Webb (=***Prunus amygdalus*** Batch)	Almond/Amandel	25	8
Prunus laurocerasus L.	Cherry laurel	25	8
Prunus persica (L.) Batsch	Peach/Perske	25	8
Prunus persica (L.) Batsch var. ***nucipersica*** Schneid.	Nectarine/Nektarien	25	8

1		2	3
Kind of plant/Soort plant			
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Prunus salicina Lindl.	Japanese plum/Japanse pruim	25	8
Psidium guajava L.	Guava/Koejawel	25	8
Punica granatum L.	Pomegranate/Granaat	25	8
Pyrus L. (All/Alle spp.)	Pear/Peer	25	8
Ribes L. (All/Alle spp.)	Currant, Gooseberry/Kruisbessie	25	8
Rubus L. (All/Alle spp.)	Bramble, Raspberry/Braam, Framboos	25	8
Sclerocarya birrea (A. Rich.) Hochst. subspp. ***caffra*** (Sond.) Kokwaro	Marula/Maroela	25	8
Vaccinium L. (All/Alle spp.)	Blueberry, Cranberry/Bosbessie	25	8
Vitis L.	Table Grape/Druif	25	8
Vitis vinifera L.	Wine grape	25	8
Ziziphus jujube Mill.	Jujube	20	5
ORNAMENTAL CROPS			
Abelia R.Br. (All/Alle spp.)	Abelia	20	5
Abelmoschus Medik. (All/Alle spp.)	Gumbo, Lady's fingers	25	8
Abutilon Mill. (All/Alle spp.)	Flowering maple, Chinese lantern/Blomwattel, Chinese lantern	25	8
Acacia podalyrifolia A. Cunn. *Ex* G. Don	Queensland silver wattle, Pearl acacia/Lierwattel, Vaalmimosa	25	8
Achillea L. (All spp.)	Yarrow	25	8
Acmadenia Bartl. & H.L. Wendl (all spp./alle spp.)	Acmadenia	25	8
Acorus L. (All/Alle spp.)	Sweet flag	20	5
Actinidia Lindley (All/Alle spp.)	Kiwifruit/Kiwivrug	25	8
Adenanthos Labill. (All/Alle spp.)	Adenanthos	20	5
Agapanthus L'Hérit. (All/Alle spp.)	Agapanthus, Blue lily/Agapant, Bloukandelaar, Bloulelie	20	5

1		2	3
Kind of plant/Soort plant			
Botanical name Botaniese naam	Common name Gewone naam	Period of plant breeder's right (years) Termyn van Planttelersreg (jare)	Period of sole right (years) Termyn van alleenreg (jare)
Agastache L. (All /Alle spp.)	Agastache, Hyssop	25	8
Agathosma Willd.[Barosma Willd.] (All/Alle spp)	Agathosma, Buchu/Agathosma, Boegoe	20	5
Agave **L.** (All spp. except *A. sisalana* Perrine)	Agave	20	5
Ageratina Spach (All/Alle spp.)	Ageratina	20	5
Aglaonema Schott (All/Alle spp.)	Aglaonema	20	5
X Agrotriticum Ciferri *et* Giacom. (*Agropyron x Triticum*)	Agrotriticum	20	5
Ajuga L. (All/Alle spp.)	Bugleweed/Senegroen	20	5
Akebia Decne (all spp.)	Chocolate vine	25	8
Aloe L. (All/Alle spp.)	Aloe/Aalwyn	20	5
Alstroemeria L. (All/Alle spp.)	Peruvian lily, Inca lily/Perulelie, Inkalelie	20	5
Alternanthera Forssk. (except for ***A. philoxeroides*** (Mart.) Griseb.	Joyweeds Joseph's Coat	20	5
Alyogyne huegelii (Endl.)Fryxell	Blue hibiscus	25	8
Amaranthus **L.** (All spp.)	Amaranth	20	5
Anemone L. (All spp.)	Anemone, Windflower, Lily-of-the-field	20	5
Angelonia Humb. & Bonpl. (All/Alle spp.)	Angelonia	20	5
Anigozanthos Labill.	Kangaroo Paw	20	5
Anisodontea K. Presl. (All/Alle spp.)	George mallow, Hairy mallow/Georgemalva, Harige malva	20	5
Anthurium Schott (All/Alle spp.)	Anthurium	20	5
Antirrhinum L. (All/Alle spp.)	Snapdragon/Leeubekkie	20	5
Arctotis L. (All/Alle spp.)	Arctotis/Gousblom	20	5
Argyranthemum Webb *ex* Sch. Bip. (All/Alle spp)	Daisy bush, White marguerite/Madeliefiebos	20	5
Artemisia L. (All/Alle spp.)	Artemisia	20	5

1		2	3
Kind of plant/Soort plant			
Botanical name Botaniese naam	Common name Gewone naam	Period of plant breeder's right (years) Termyn van Planttelersreg (jare)	Period of sole right (years) Termyn van alleenreg (jare)
Asparagus densiflorus (Kunth) Jessop	Asparagus fern/varing	20	5
Aster L. (All/Alle spp.)	Michaelmas daisy, Frost flower/Michaelmas Madeliefie	20	5
Aulax Berg (All/Alle spp.)	Aulax	25	8
Barleria L. (All/Alle spp.)	Barleria	20	5
Bauhinia L. [excluding ***B. purpurea*** L. and ***B. variegata*** L.]	Bauhinia; Orchid tree	25	8
Begonia (All/Alle spp.)	Begonia	20	5
Bergenia Moench. (All/Alle spp.)	Elephant's ear, Siberian saxifrage/Siberiese steenbreek	20	5
Beschorneria Kunth. (All/Alle spp.)	Beschorneria	20	5
Bidens L. (All spp.)	Arizona beggarticks	20	5
Bougainvillea Comm. *ex* Juss. (All/Alle spp.)	Bougainvillea	25	8
Bouvardia Salisb. (All/Alle spp.)	Bouvardia	20	5
Brachyscome Cass. (All/Alle spp.)	Swan river daisy/Australiese madellefie	20	5
Bracteantha Anderb. & Haegi (See/sien ***Xerochrysum***)	Bracteantha		
Brunfelsia latifolia (Pohl) Benth.	Brunfelsia	20	5
Brunia Lam. (All/Alle spp.)	Brunia/Stompie	25	8
Buddleja L. (All/Alle spp.)	Sagewood/Salie	20	5
Bulbine Wolf. (All/Alle spp.)	Bulbine	20	5
Cajanus L. (All spp.)	Cajanus	20	5
Calibrachoa Llave & Lex (All/Alle spp.)	Miniature Petunia/Miniatuur Petunia	20	5
Callistemon R. Br. (All/Alle spp.)	Bottle brush/Bottelborsel, Perdestert	25	8
Camellia L. (All/Alle spp.)	Camellia, Japonica/Kamellia, Japonika	25	8
Camellia sinensis (L.) O. Kuntze (= ***Thea sinensis*** L.)	Tea/Tee	25	8
Campanula L. (all spp./alle spp.)	Bellflower	20	5

1		2	3
Kind of plant/Soort plant			
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Canna L. (All/Alle spp.)	Canna/Kanna	20	5
Carex brunnea Thunb.	Greater brown sedge	20	5
Carex oshimensis Nakai	Oshima sedge, Japanese sedge	20	5
Ceanothus dentatus Torr. & A. Gray	Red Root/Rooiwortel	20	5
Chamelaucium Desf. (All/Alle spp.)	Wax flower, Wax plant/Wasblom	25	8
Cheiranthus L. (All/Alle spp.)	Wall flower/Muurblom	20	5
Chironia L. (All/Alle spp.)	Christmas berry, Wild gentian/Bitterbos, Perdebossie	20	5
Chlorophytum Ker-Gawl. (All/Alle spp.)	St Bernard';s Lily/St Bernardlelie	20	5
Choisya x dewitteana Geerinck.	Mexican Orange	25	8
Chondropetalum Rottb. (All spp.)	Chondropetalum	20	5
Chrysanthemum L. (All/Alle spp.) [including ***Dendranthema*** (DC.) Desm.]	Chrysanthemum/Krisant, Aster	20	5
Citharexylum Mill. (All/Alle spp.)	Fiddlewood/Vioolhout	25	8
Clematis L. (All/Alle spp.)	Clematis, Leather flower/Leerblom	20	5
Cleome L. (All spp.)	Cleome	20	5
Clivia Lindl. (All/Alle spp.)	Bush lily/Boslelie	20	5
Coleonema Bartl. & H.L. Wendl (all spp.)	Coleonema	20	5
Coleostephus Cass. (All/Alle spp.)	Coleostephus	20	5
Colocasia Schott. (All spp.)	Elephant ear	20	5
Coprosma J. R. Forster *et G.* Forster (All/Alle spp.)	Mirror plant/ Spieëlplant	20	5
Corchorus L. (All spp.)	Mallow	20	5
Cordyline Comm. *ex* Juss. (All/Alle spp)	Dragon tree/Drakeboom	20	5
Coreopsis lanceolata L. (HYBRIDS ONLY)	Lanceleaf coreopsis	25	8
Coreopsis pubescens Elliott	Star tickseed	25	8
Coreopsis rosea Nutt	Pink tickseed	25	8
Coriandrum L. (All spp.)	Coriandrum	20	5

1		2	3
Kind of plant/Soort plant			
Botanical name Botaniese naam	Common name Gewone naam	Period of plant breeder's right (years) Termyn van Planttelersreg (jare)	Period of sole right (years) Termyn van alleenreg (jare)
Corylus L. (All/Alle spp.)	Hazelnut/Haselneut	25	8
Cosmos atrosanguineus x hybrid	Chocolate cosmos	20	5
Cotyledon L. (All spp./alle spp.)	Cotyledon	25	8
Crambe abyssinica Hochst. Ex R.E. Fr.	Abyssinian-kale,Crambe	20	5
Crassula L. (all spp./alle spp.)	Crassula	25	8
Crinum L. (All/Alle spp.)	Cape Lily	20	5
Crocosmia Planchon (All/Alle spp.)	Coppertip/Falling stars	20	5
Cuphea hyssopifolia HBK	False heather/Valsheide	20	5
x Cupressocyaparis Dallim.		25	8
Cupressus L. (All/Alle spp.)	Cypress/Sipres	25	8
Curcuma L. (All spp.)	Hidden cone gingers	20	5
Cyathea Sm. (All/Alle spp.)	Tree fern/Boomvaring	25	8
Cyclopia Vent. (All/Alle spp.)	Honeybush Tea/Heuningbostee	20	5
Cyperus L. (All/Alle spp.)	Sedge.	20	5
Cyrtanthus L. (All/Alle spp.)	Fire lily/Vuurlelie.	20	5
Dahlia Cav. (All/Alle spp.)	Dahlia	20	5
Daphne x transatlantica C.D. Brickell & A.R.White	Daphne	25	8
Delosperma N.E.Br. (All/Alle spp.)	Delosperma	20	5
Dendranthema (DC.) Desm. [See/sien ***Chrysanthemum*** L.]			
Dianella Lam. (All/Alle spp.)	Dianella, Flax Lily/Dianella, Vlaslelie	20	5
Dianthus L. (All/Alle spp.)	Carnation/Angelier , Dianthus, Pink	20	5
Dianthus x alwodii Hort.	Dianthus	20	5
Diascia Link *et* Otto (All/Alle spp.)	Twinspur/Pensie	20	5
Dieffenbachia Schott (All/Alle spp.)	Dieffenbachia, Dumb cane/Stomriet, Verdoofblaar	20	5
Dierama C.Koch. (All/Alle spp.)	Wandflower	20	5

1		2	3
Kind of plant/Soort plant			
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Dietes Salisb. ex Klatt (All/Alle spp.)	Fortnight Lily; African Iris	20	5
X Digiplexis (Digitalis x Isoplexis)	Illumination flame	20	5
Dimorphotheca Vaill. ex Moench (All/Alle spp.)	Bito, Daisy/Bietou, Madeliefie, Magrietjie	20	5
Dipladenia A. DC. [See/Sien ***Mandevilla*** Lindl.]			
Dracaena L. (All/Alle spp.)	Dracaena	20	5
Drimiopsis Lindl.[See/sien ***Ledebouria*** Roth.]			
Duranta L. (All/Alle spp.)	Forget-me-not tree/Vergeet-my-nie-boom	20	5
Echeveria DC. (All spp.)	Hen-n-Chicks, Mexican Rose	20	5
Echinacea Moench. (All spp.)	Coneflower	20	5
Echinocloa P. Beauv. (All spp.)	Echinocloa	20	5
Elegia L. (All/Alle spp.)	Cape Thatching Reed	25	8
Eleusine Gaertn. (all spp.)	Goosegrass/Finger Millet	20	5
Erica L. (All/Alle spp.)	Heath/Heide	25	8
Eriobotrya Lindl. (All/Alle spp.)	Loquat	25	8
Eriocephalus L. *(All/Alle spp.)*	Eriocephalus, Kapok bush/Eriosephalus, Kapokbos	20	5
Eryngium L. (All/Alle spp.)	Eryngo, Sea holly/ Bloudissel, Kruisdissel	20	5
Escallonia Mutis *ex* L.f. (All spp.)	Escallonia	20	5
Eucalyptus L'Hér. (All/Alle spp.)	Eucalypt, Gumtree/Bloekom	25	8
Eucomis L'Hér. (All/Alle spp.)	Pineapple lily	20	5
Euonymus L. (All/Alle spp.)	Spindle tree/Speekbeenboom	20	5
Eupatorium L. (All/Alle spp.)	Eupatorium	20	5
Euphorbia hypericifolia L.	Spurge	25	8
Euphorbia pulcherrima Willd. *ex* Klotzsch	Poinsettia/Poinsettia, Karlienblom	20	5
Euphorbia X martini	Red spurge	20	5
Euryops Cass. (All/Alle spp.)	Resin bush, Daisy bush/Harpuisbos	20	5

1		2	3
Kind of plant/Soort plant			
Botanical name Botaniese naam	Common name Gewone naam	Period of plant breeder's right (years) Termyn van Planttelersreg (jare)	Period of sole right (years) Termyn van alleenreg (jare)
Fagopyrum Mill. (all spp.)	Buckwheat	20	5
Felicia Cass. (All/Alle spp.)	Felicia	20	5
Ferraria Burm. ex Mill. (All/Alle spp.)	Ferraria	20	5
Ficus L.	Rubber plant/Rubberboom	25	8
Freesia Klatt (All/Alle spp.)	Freesia/Freesia, Kammetjie	20	5
Fuchsia L. (All/Alle spp.)	Fuchsia, Ladies' eardrops/Fuchsia, Foksia	20	5
Gaillardia x grandiflora hort. ex Van Houtte	Blanket Flower	20	5
Gardenia Ellis (All/Alle spp.)	Gardenia/Katjiepiering	25	8
Gasteria Duval (All/Alle sp)	Tongue plant	20	5
Gaura L. (All/Alle spp.)	Gaura	20	5
Gazania Gaertn. (All/Alle spp.)	Gazania/Gousblom, Botterblom	20	5
Gelsemium sempervirens (L.) Ait.	Carolina jasmine/Vals jasmyn	20	5
Gerbera L. (All/Alle spp.)	Barberton daisy, Gerbera/Barbertonse madeliefe	20	5
Gladiolus L. (All/Alle spp.)	Gladiolus/Swaardlelie	20	5
Glandularia J.F. Gmel. (All/Alle spp.)	Glandularia	20	5
Gloriosa L. (All spp.)	Flame lily	20	5
Goniolimon Boiss. (All/Alle spp.)	Goniolimon	20	5
Grevillea R. Br. (All/Alle spp.)	Grevillea	25	8
Gypsophila L. (All/Alle spp.)	Gypsophila, Baby's breath/Gipskruid	20	5
Haemanthus L. (All/Alle spp.)	Haemanthus	20	5
Hardenbergia Benth (All/Alle spp.)	Australian lilac/Australiese lilac	20	5
Hebe Comm. *ex* Juss. (All/Alle spp.)	Shrubby veronica/Bosveronica	20	5
Hedera L. (All/Alle spp.)	Ivy/Hedera, Klimop	20	5
Heliopsis helianthoides (L.) Sweet	False sunflower	20	5
Hemerocallis L. (All/Alle spp.)	Day lily/Daglelie	20	5
Hermannia L. (All/Alle spp.)	Doll's roses	25	8

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Heteranthemis Schott (All/Alle spp.)	Heteranthemis	20	5
Heuchera L. (All/Alle spp.)	Coral bells	20	5
X Heucherella tiarelloides	Foamy bells	20	5
Hibiscus L. (All/Alle spp.)	Hibiscus, Rosemallow, Kenaf/Hibiskus, Vuurblom	25	8
Hippeastrum Herb. (All/Alle spp.)	Amaryllis/Narsinglelie	20	5
Hosta Tratt. (All/Alle spp.)	Plaintain lily/Funkia	20	5
Hydrangea L. (All/Alle spp.)	Hydrangea/Krismisroos, Hortensia	20	5
Hypericum L. (All/Alle spp.)	Saint John's wort/Sint-Janskruid	20	5
Hypoestes Soland. *ex* R.Br.	Ribbon bush/Lintbos	20	5
Hypoxis L. (All/Alle spp.)	Yellow star; Star lilly; African potato	20	5
Iberis L. (All/Alle spp.)	Candy tuft/Skeefblom	20	5
Ilex crenata iThunb	Japanese holly, Box leaved holly	25	
Ilex dimorphophylla Koidz	Holly	25	8
Impatiens L. (All/Alle spp.)	Snapweed/Springsaad, Springkruid	20	5
Iris L. (All/Alle spp.)	Iris	20	5
Isoglossa Oerst. (All/Alle spp.)	Isoglossa	20	5
Isopogon RBr ex Knight (All/Alle spp.)		25	8
Jamesbrittenia O. Kuntze (All/Alle spp.)	Jamesbrittenia	20	5
Juniperus L. (All/Alle spp.)	Juniper, Cedar/Seder	25	8
Kalanchoe Adans. (All/Alle spp.)	Kalanchoe, Chandelier plant/Kandelaarplant	20	5
Kniphofia Moench (All/Alle spp.)	Poker plant	20	5
Koeleria Pers. (All/Alle spp.)	Hair grass/Haargras	20	5
Kunzea Reichb. (All/Alle spp.)	Burgan, White tea tree	20	5
Lachenalia Jacq. F. ex J. Murr. (Alle/All spp.)	Lachenalia, Cowslip/Viooltjie, Kalossie	20	5
Lagerstroemia indica L.	Crape myrtle/Crepe myrtle	25	8

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Lamium maculatum L.	Spotted deadnettle/Bontnetel	20	5
Lampranthus N.E.Br.	Midday plants	25	8
Lantana montevidensis (Sprengel) Briq.	Weeping lantana/Treurlantana	20	5
Lathyrus tingitanus L.	Tangier scarlet pea, T. sweet pea, Gypsy sweet pea/Pronkertjie	20	5
Lavandula L. (All/Alle spp.)	Lavender/Laventel	20	5
Ledebouria Roth. (All/Alle spp.) [including ***Drimiopsis*** Lindl. & Paxton and ***Resnova*** Van der Merwe]	Ledebouria	20	5
Leptospermum J.R. Forster *et* G. Foster (All/Alle spp.)	Myrtle/Mirt	20	5
Lespedeza cuneata (Dum. Cours.) G. Don	Chinese Bush-clover/Lespedeza	20	5
Lespedeza striata (Thunb.) Hook & Arn.	Annual/Eenjarige Lespedeza	20	5
Leucadendron R. Br. (All/Alle spp.)	Conebush, Yellowbush/Tolbos, Geelbos	25	8
Leucanthemum Mill.	Leucanthemum	20	5
Leucospermum R. Br. (All/Alle spp.)	Pincushion/Speldekussing	25	8
Libertia ixioides (G. Forst.) Spreng.	New Zealand Iris	20	5
Lilium L. (All/Alle spp.)	Lily/Lelie	20	5
Limonium Mill (All/Alle spp.)	Statice, Sea Lavender, Marsh Rosemary/Papierblom	20	5
Liriope muscari (Decne.) L.H.Bailey	Border grass	20	5
Lobelia erinus L.	Edging lobelia	20	5
Lobularia maritima (L.) Desv.	Sweet alyssum	20	5
Lomandra Labill. (All/Alle spp.)	Lomandra	20	5
Lonicera L. (All/Alle spp.)	Honeysuckle/Kamferfoelie	20	5
Loropetalum R.Br. ex Rchb. (All/Alle spp.)	Chinese fringe-flower	25	8
Lotus corniculatus L.	Birdsfoot Trefoil/Rolklawer	20	5
Lycianthes rantonnetii(Carriere) Bitter (see ***Solanum rantonetii*** (Carriére) Bitter			

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- Kind of plant/Soort plant -			
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Lycium L. (All/Alle spp.)	Wolfberry, Boxthorn/Lycium	20	5
Lysimachia L. (All/Alle spp.)	Money wort/Penningkruid	20	5
Magnolia L. (All/Alle spp.)	Magnolia	25	8
Malva L. (All/Alle spp.)	Mallow/Malva	20	5
Mandevilla Lindl. (All/Alle spp.) (=***Dipladenia*** A. DC.)	Chilean jasmine/Chileense jasmyn	20	5
Mecardonia procumbens (Mill.) Small	Baby jump-up	20	5
Melia azedarach L.	Persian lilac, Bead tree, Seringa/Sering	25	8
Melilotus (l.) Mill. (All/Alle spp.)	Melilot, Sweet clover	20	5
Merwilla Speta (All/Alle spp.) [including/ insluitend ***Scilla natalensis*** Planch.]	Merwilla, Blue Hyacinth/Merwilla, Blou Hiasint	20	5
Mesembryanthemum L. (All spp.)	Icicle plant	20	5
Mimetes Salisb. (All/Alle spp.)	Cape bottlebrush/Stompie	25	8
Miscanthus x gigantheus J.M. Greef & Deuter ex Hodk. & Renvoize	Giant Miscanthus	25	8
Monarda L. (All/Alle spp.)	Wild bergamot, Horsemint/Monarda.	20	5
Monopsis Salisb. (All/Alle spp.)	Wild violet/Wilde viooltjie	20	5
Moraea Mill. (All/Alle spp.)	Butterfly Iris	20	5
Moringa Adans (All spp.)	Moringa	25	8
Murraya paniculata (L.) Jack	Oranje jasmine/ Oranje jasmyn	20	5
Nandina Thunb. (All/Alle spp.)	Heavenly Bamboo, Sacred Bamboo/Hemelse, Heilige Bamboes	20	5
Narcissus L. (All/Alle spp.)	Narcissus/Narsing	20	5
Nemesia Vent. (All/Alle spp.)	Nemesia	20	5
Neonotonia wightii Whight & Arn. J Lackey.	Neonotonia	20	5
Nephrolepis Schott (All/Alle spp.)	Sword fern/Swaardvaring	20	5
Nerine Herb. (All/Alle spp.)	Nerine/Nerina, Berglelie	20	5
Nerium L. (Alle/Alle spp.)	Oleander/Selonsroos.	25	8

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Ophiopogon Ker-Gawl. (All/Alle spp.)	Lilyturf, Mondo, Snake's-beard/ Mondo, Slangbaard	20	5
Ornithogalum L. (All/Alle spp.)	Chincherinchee/Tjienkerientjee	20	5
Orothamnus Pappe *ex* Hook. (All/Alle spp.)	Marsh rose/Vleiroos	25	8
Osteospermum L. (All/Alle spp.)	Bitou/Bietou	20	5
Oxalis L. (All spp.)	Cuckoo-bread	20	5
Pandorea Spach (All/Alle spp.)	Pandorea	20	5
Parahebe cattaractae (G FOrsst) WRB Oliv	Parahebe	25	8
Paranomus Salisb. (All/Alle spp.)	Paranomus	25	8
Pelargonium L'Herit. (All/Alle spp.)	Geranium, Pelargonium/Malva	20	5
Pennisetum purpureum Schumach	Elephant grass	20	5
Pennisetum setaceum (Forssk.) Chiov. (only sterile hybrids)	Fountain grass	20	5
Pennisetum squamulatum Fresen.	-	20	5
Penstemon Schmidel (All spp.)	Bears-tongue	20	5
Pentas Benth. (All/Alle spp.)	Pentas	20	5
Pericallis D.Don (All spp.)	Ragwort	20	5
X Petchoa J.M.H. Shaw ***[Petunia x Calibrachoa]*** (All spp.)	Petunia	20	5
Petunia Juss. (excluding/uitgesonderd ***Calibrachoa***)	Petunia	20	5
Philodendron Schott (All/Alle spp.)	Philodendron, Elephant's ear/ Olifantsoor	20	5
Phlox L. (All/Alle spp.)	Phlox/Floks	20	5
Phoenix dactylifera L.	Date palm/Dadelpalm	25	8
Phormium J.R. Forster *et* G. Forster (All/Alle spp.)	Flax/Vlas	20	5
Photinia Lindl. (All/Alle spp.)	Photinia	25	8
Physocarpus (Cambess) Raf. (All spp.)	Ninebark	25	8

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Physostegia virginiana (L.) Benth.	Obedient plant	20	5
Pimelea Banks *et* Soland. (All/Alle spp.)	Riceflower/Pimelea	20	5
Pinus L. (All/Alle spp.)	Pine/Den	25	8
Pittosporum tenuifolium Gaertn.	Pittosporum	25	8
Plantago L. (all spp.)	Ribwort plantain	20	5
Plectranthus L'Herit. (All/Alle spp.)	Spurflower, Coleus/Spoorsalie, Coleus	20	5
Plumbago L. (All/Alle spp.)	Leadwort/Loodkruid	20	5
Polygala L. (All/Alle pp.)	Milkwort, Snakeroot	20	5
Polypodium L. (All/Alle spp.)	Polypody/Polypodium	20	5
Portulacaria afra Jacq.	Spekboom, pork bush	25	8
Potentilla L. (All/Alle spp.)	Cinquefoil/Vyfvingerkruid, Ganserik	20	5
Protea L. (All/Alle spp.)	Protea, Sugarbush/Protea, Suikerbos	25	8
Psylliostachys (Jaub. & Spach) Nevsk (All/Alle spp.)	Psylliostachys	20	5
Ranunculus L. (All/Alle spp.)	Buttercup, Crowfoot	20	5
Raphiolepis Lindl. (All/Alle spp.)	Hawthorn	20	5
Resnova Van der Merwe [See/sien ***Ledebouria*** Roth.]			
Rhododendron L. (All/Alle spp.)	Rhododendron, Rosebay, Azalea/Azalea, Bergroos	20	5
Rhodohypoxis Nel (All/Alle spp.)	Rose grass	20	5
Rhus subgen. ***Thezera*** (DC.) K. Koch (southern African species of *Rhus* see ***Searsia)***			
Rosa L. (All/Alle spp.)	Rose/Roos	25	8
Rudbeckia fulgida Aiton	Early coneflower, orange coneflower	20	5
Ruscus aculeatus L.	Butcher's broom	25	8
Russelia L. (All spp.)	Coral plant	20	5
Saintpaulia ionantha H. Wendl.	African violet/Usambaraviooltjie	20	5

1		2	3
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Salvia L. [excluding/uitsluitend ***S. coccinea*** Etlinger, ***S. reflexa*** Hornem., ***S. runcinata*** L. f., ***S. sclarea*** L., ***S. stenophylla*** Burch *ex* Bent., ***S. tiliifolia*** Vahl and/en ***S. verbenaca*** L.]	Sage/Salie	20	5
Sambucus L. (All/Alle spp.)	Elder/Vlier	20	5
Sandersonia Hook. (All spp.)	Christmas Bells	20	5
Sarcococca Lindl (All/Alle spp.)	Sweetbox, Christmas box	25	5
Scabiosa L. (All/Alle spp.)	Pincushion flower/Koringblom, Scabiosa	20	5
Scadoxus Raf. (All/Alle spp.)	Blood lily	20	5
Scaevola L. (All/Alle spp.)	Scaevola	20	5
Schizocarphus Van der Merwe (All/Alle spp.)	Schizocarphus	20	5
Schlumbergera Lem. (All/Alle spp.)	Crab cactus, Christmas cactus/Kersfeeskaktus, Krapkaktus	20	5
Scilla L. (All/Alle spp.)	Squill	20	5
Searsia F. A. Barkley (All/Alle spp.) (= *Rhus* subgen. *Thezera* (DC.) K. Koch)	Searsia	25	8
Sedum L. (All spp.)	Ice plant	20	5
Selago L. (All/Alle spp.)	Selago	20	5
Senecio brachypodus DC	Mustard caranary creeper	20	5
Serruria Salisb. (All/Alle spp.)	Spider bush, Blushing bride/Spinnekopbos, Bruidsblom	25	8
Sideroxylon inerme L.	Milkwood	25	8
Skimmia Thunb. (All/Alle spp.)	Skimmia	20	5
Solanum habrochaites S.Knapp & D.M.	Wild tomato	25	8

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Solanum rantonetii (Carriére) Bitter (=Lycianthes rantonnetii(Carriere) Bitter)	Blue potato-bush	25	8
Solanum retroflexum Dunal	Wonderberry	20	5
Solidago L. (All/Alle spp.)	Goldenrods	20	5
Spathiphyllum Schott (All/Alle spp)	Spathe flower, While sail/Seilbootjie	20	5
Spiraea L. (All spp.)	Spirea	25	8
Stachytarpheta Vahl. (All/Alle spp.)	Stachytarpheta	20	5
Stenotaphrum secundatum (Walt.) O. Kuntze ..	Buffalo quick grass, St Augustine grass/Buffelskweek	20	5
Strelitzia Ait. (All/Alle spp.)	Strelitzia.	20	5
Stylosanthes hamata (L.) Taub.	Caribbean Stylo/Karibbiese Stylo	20	5
Sutera Roth (All/Alle spp.)	Sutera	20	5
Symphoricarpos albus (L.) S. F. Blake	Waxberry, Snowberry/Wasbessie, Sneeubessie	20	5
Syzygium Gaertn. (All/Alle spp)	Waterwood tree/Waterhoutboom	25	8
Tagetes L. (All/Alle spp.)	Marigold/Afrikanertjie	20	5
Tamarix L. (all spp. Except *T. ramosissima* Ledeb. And *T. chinnesis* Lour.)	Tamarix	25	8
Tanacetum L. (All/Alle spp.)	Tanacetum	20	5
Thea sinensis L. [See/Sien ***Camellia sinensis*** (L.) O. Kuntze]			
Thuja occidentalis L.	Eastern white cedar	25	8
Tibouchina Aubl. (All/Alle spp.)	Glory bush tree/Gloeriebosboom, Lasiandra	20	5
Tropaeolum L. (All/Alle spp.)	Nasturtium/Kappertjie	20	5
Tulbaghia L. (All/Alle spp.)	Wild garlic/Wilde knoffel	20	5
Veltheimia Gled. (All/Alle spp.)	Veltheimia	20	5
Verbascum L. (All/Alle spp.)	Mullein	20	5

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Verbena L. (All/Alle) spp.)	Vervain/Verbena	20	5
Veronica L. (All/Alle spp.)	Speedwell/Veronica	20	5
Vinca L. (All/Alle spp.)	Periwinkle/Maagdeblom	20	5
Viola L. (All/Alle spp.)	Violet/Viooltjie	20	5
Watsonia Mill (All/Alle spp.)	Watsonia/Watsonia, Suurknol, Pypie	20	5
Weinmannia L. (All/All spp.)	Weinmannia	20	5
Westringia Sm. (all spp./alle spp.)	Westringia	20	5
Xanthosoma Schott. (All spp.)	Malanga	20	5
Xerochrysum bracteatum (Vent.)Tzvelev (=***Bracteantha bracteatum*** Anderb. & Haegi)	Everlasting, Immortelle, Strawflower/Sewejaartjie, Strooiblom	20	5
Yucca filamentosa L.	Adam's needle	20	5
Zantedeschia Sprengel (All/Alle spp.)	Arum lily/Aronskelk, Varkoor.	20	5

TABLE 3

MATTERS TO PUBLISHED IN TERMS OF THE PLANT BREEDERS' RIGHTS ACT, 2018 (ACT NO. 12 OF 2018)

No.	Subject of publication	Particulars to be published
1.	Change of ownership of an approved variety [sec 13, reg 25(1)(f)]	Kind of plant (scientific and common name) Approval number Approval date Variety denomination or approved amendment thereof Name of previous holder Name of new holder Name of agent Portion transferred where applicable Date of amendment
2.	Registration of an application for plant breeders' rights [sec 16; reg 9]	Kind of plant (scientific and common name) Application number (PT number) Approved variety Denomination Name of applicant Country of origin of the variety Name of agent Filing Date of application
3.	Rejection of an application for plant breeders' rights [sec 19; reg 25(1)(b)]	Kind of plant (scientific and common name) Application number (PT number) Name of applicant Name of agent Variety denomination or approved amendment thereof Rejection date

4.	Amendment of the agent [sec 21; reg 13	Kind of plant (scientific and common name) Application or Approval number Name of applicant Variety denomination or approved amendment thereof Name of previous agent Name of new agent Date of amendment
5.	Amendment of the applicant [sec 21; reg 25(1)(e)]	Kind of plant (scientific and common name) Application number (PT number) Application date Variety denomination or approved amendment thereof Name of previous applicant Name of new applicant Name of agent Date of amendment
6.	Intention to amend an approved variety denomination [sec 24, reg 25(1)(g)]	Kind of plant (scientific and common name) Application or Approval number Name of applicant Name of agent Previous denomination Proposed alternative denomination
7.	Approval or rejection of a request to amend a variety denomination [sec 24, reg 25(1)(h)]	Kind of plant (scientific and common name) Application or Approval number Name of applicant Name of agent Previous denomination

		Approved alternative denomination (if approved) denomination Date of amendment
8.	Refusal for plant breeders' rights [sec 27; reg 25(1)(c)]	Kind of plant (scientific and common name) Application number (PT number) Name of applicant Name of agent Variety denomination or approved amendment thereof Refusal date
9	Approval for plant breeders' rights [sec 28; reg 25(1)(c)]	Kind of plant (scientific and common name) Application number (PT number) Variety denomination or approved amendment thereof Name of applicant Name of agent Grant number Approval date
10.	Expiry of a plant breeder's right [sec 37, reg 25(1)(i)]	Kind of plant (scientific and common name) Grant number Grant date Variety denomination or approved amendment thereof Name of applicant Name of agent Expiry date
11.	Cancellation of a plant breeder's right [sec 38, reg 25(1)(j)]	Kind of plant (scientific and common name) Grant number Grant date Variety denomination or approved amendment thereof

		Name of applicant Name of agent Cancellation date
12.	Surrender of a plant breeder's right [sec 39, reg 25(1)(k)]	Kind of plant (scientific and common name) Grant number Grant date Variety denomination or approved amendment thereof Name of applicant Name of agent Surrender date
13.	Withdrawal of an application for plant breeders' rights [sec 40; reg 10]	Kind of plant (scientific and common name) Application number (PT number) Name of applicant Name of agent Variety denomination or approved amendment thereof Withdrawal Date
14.	Lapsing of an application for plant breeders' rights [sec 40; reg 25(1)(b)]	Kind of plant (scientific and common name) Application number (PT number) Name of applicant Name of agent Variety denomination or approved amendment thereof Lapsing date

DEPARTMENT OF HIGHER EDUCATION AND TRAINING

NO. 2194 **24 June 2022**

HIGHER EDUCATION ACT, 1997 (Act No. 101 of 1997)

AMENDED INSTITUTIONAL STATUTE OF THE NORTH-WEST UNIVERSITY

I, Dr Bonginkosi Emmanuel Nzimande, Minister of Higher Education, Science and Innovation, in accordance with section 33(1) of the Higher Education Act, 1997 (Act No. 101 of 1997) hereby publish the amended Institutional Statute of the North-West University set out in the Schedule hereto, which comes into operation on date of publication hereof.



Dr BE Nzimande, MP
Minister of Higher Education, Science and Innovation
Date: 09/06/2022

NORTH-WEST UNIVERSITY
NOORDWES-UNIVERSITEIT
YUNIBESITI YA BOKONE-BOPHIRIMA

STATUTE OF THE NORTH-WEST UNIVERSITY

PREAMBLE

WHEREAS THE NORTH-WEST UNIVERSITY

- is duly established in terms of the Higher Education Act, No 101 of 1997;

AND WHEREAS THE NORTH-WEST UNIVERSITY

- is a unitary multi-campus institution;
- is driven by the values underlying the Constitution, in particular relating to human dignity, equality and freedom;
- has its own identity, institutional culture and ethos based on its unity and values in pursuit of fostering engaged and caring staff and students by ethics in all endeavours, academic integrity, academic freedom and freedom of scientific research, responsibility, accountability, fairness and transparency as well as by embracing diversity;
- promotes unity in diversity by inculcating tolerance of and respect for all perspectives and belief systems thereby ensuring a suitable environment for education, learning, research and community service;

AND WHEREAS THE NORTH-WEST UNIVERSITY

- is committed to be an internationally recognised university in Africa, distinguished for engaged scholarship, academic excellence, social responsiveness, and an ethic of care;
- aims to excel in innovative learning and teaching and pioneering research, thereby benefitting society through knowledge;
- is committed to the development of a comprehensive range of academic, professional, vocational and general programmes addressing societal needs;
- is responsive to the well-being of its staff, students and the wider community through optimal interaction, capacity building and sound management practices;

NOW, THEREFORE, THE COUNCIL OF THE NORTH-WEST UNIVERSITY MAKES THIS STATUTE, AS FOLLOWS:

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CHAPTER 1
DEFINITIONS AND INTERPRETATION

1. Definitions

In this statute, unless the context indicates otherwise any word or phrase has the meaning ascribed thereto by the Act, and –

"academic director" means a person appointed in terms of paragraphs 62 and 63;

"academic employee" means any employee appointed as a professor, associate professor, senior lecturer, lecturer or junior lecturer, or otherwise designated as such by the council, primarily to perform tasks regarding academic functions, namely teaching-learning, research and implementation of expertise;

"academic unit" means a school or research entity established to perform functions pertaining to teaching-learning, research, academic evaluation and implementation of expertise;

"Act" means the Higher Education Act, 1997 (Act No 101 of 1997);

"alumni" means all persons who have been conferred a degree or have been awarded a diploma or certificate from the university or its predecessors;

"annual university calendar" means a calendar with the dates of official university events in a particular calendar year, approved by the council and published annually by the registrar;

"campus" means the Mahikeng Campus situated in Mahikeng, the Potchefstroom Campus in Potchefstroom and the Vanderbijlpark Campus in Vanderbijlpark, and such other location as may be determined by the council and approved by the Minister in terms of section 65A(2) of the Act;

"Constitution" means the Constitution of the Republic of South Africa, 1996;

"convocation" means the association of alumni of the university referred to in paragraphs 31 and 32 and established in accordance with section 26(2)(*g*) of the Act;

"council" means the council of the university established by paragraph 5(1) in accordance with sections 26(2)(*a*) and 27 of the Act;

"deputy dean" means a person appointed in terms of paragraphs 60 and 61;

"deputy vice-chancellor" means a person appointed in terms of paragraphs 52 and 53;

"donor" means a person referred to in paragraph 36(1);

"employees" means the academic and support employees of the university contemplated in paragraphs 66 to 70, whether appointed on a permanent, temporary or fixed term basis;

"executive dean" means a person appointed in terms of paragraphs 58 and 59;

"executive director" means a person appointed in terms of paragraphs 56 and 57;

"faculty" means an academic management structure established in terms of paragraphs 8(1)*(*e) and 14(1);

"faculty board" means a senate standing committee established in terms of paragraph 21;

"institutional forum" means the institutional forum of the university established in terms of paragraph 23 in accordance with sections 26(2)(*f*) and 31 of the Act;

"honorary award" means an award awarded by the university in terms of paragraph 80 and includes an honorary degree, chancellor's medal or any other award by means of which a person or entity is honoured;

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"management committee" means the committee established in terms of paragraph 64(1);

"Minister" means the Minister of Higher Education and Training;

"qualification" means any formal qualification registered on the respective sub-framework and includes a degree, diploma or certificate;

"registrar" means the person referred to in section 26(4)(*b*) of the Act and paragraph 54, appointed in terms of paragraph 55;

"rules" means the rules made by the council in terms of section 32(1)(*b*) of the Act to give effect to the statute;

"SCC" means a Students' Campus Council provided for in paragraphs 27 to 30;

"senate" means the senate provided for in section 26(2)(*b*) of the Act and established by paragraph 14;

"short learning programme" means any intervention through teaching and learning of which the details are not listed on the NWU Programme Qualification Mix as a formal academic programme or qualification, that is offered for free or for a fee or other form of compensation, or for which an NWU certificate or other form of recognition bearing the emblem of the NWU is issued;

"SRC" means the Students' Representative Council provided for in paragraphs 27 to 30;

"student" means a person admitted and registered as a student to attain a qualification;

"support employees" means all employees other than academic employees;

"trade union" means a trade union registered in terms of section 96 of the Labour Relations Act, 1995 (Act No 66 of 1995);

"university" means the North-West University or NWU;

"vice-chancellor" means the principal, and chief executive and accounting officer of the university appointed in terms of paragraphs 43 to 46, , who is the principal of the university as provided for in sections 26(2)(*c*) and 30 of the Act;

"vice-principal" means the person appointed in terms of paragraph 51(1) in accordance with section 26(2)(d) of the Act;

"yearbook of the university" means the document annually published by the university, containing the General Academic Rules and the Faculty Rules of all faculties and any other information regarding the university and the faculties useful for prospective and current students, academic and administrative employees and management.

2. Interpretation and application

This statute must be interpreted and applied in the spirit of and subject to the Constitution and the Act.

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CHAPTER 2
GOVERNANCE AND OTHER STRUCTURES

THE UNIVERSITY

3. Name, seat and status of university

(1) The name of the university is the *North-West University* in English, *Noordwes-Universiteit* in Afrikaans and *Yunibesiti ya Bokone-Bophirima* in Setswana.

(2) The seat of the university is Potchefstroom, with campuses at Mahikeng, Potchefstroom, Vanderbijlpark, and such other locations as may be determined by the council and approved by the Minister.

4. Composition of the university

The university is composed of the following offices, bodies, entities and structures:–

1. the chancellor;
2. the council;
3. the senate;
4. the vice-chancellor;;
5. the vice-principal and the deputy vice-chancellors;
6. the registrar;
7. the SRC;
8. the institutional forum;
9. all academic structures, including the faculties, schools and research entities;
10. employees of the university;
11. the students of the university;
12. the convocation of the university; and
13. such other offices, bodies, entities and structures as that the council may establish.

COUNCIL

5. Establishment and composition

(1) The council of the university that governs the university, is composed of –

(a) the vice-chancellor;
(b) the vice-principal;
(c) three persons elected by the senate in accordance with paragraph 6;
(d) two persons elected by the academic employees in accordance with paragraph 6;
(e) two persons elected by the support employees in accordance with paragraph 6;
(f) three students designated by the SRC in accordance with paragraph 6;
(g) five persons appointed by the Minister;
(h) three persons not being employees of the university elected by the board of donors;

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(i) four persons elected by the convocation in accordance with paragraph 6;

(j) three persons from among community leaders, in accordance with the rules; and

(k) three persons who are not employees of the university, appointed by the council in its discretion for their specific expertise

(2) In addition to the requirements of section 27 of the Act –

(a) a member must be a person with knowledge and experience relevant to the objects and governance of the university.

(b) members of the council and of a council committee must perform their functions in the best interests of the university.

(c) the council may determine skills and eligibility criteria for the nomination and election of its members consistent with the Constitution, the Act and policies duly adopted by the council for purposes of promoting representivity, equality and diversity;

(d) no person may serve on the council in more than one capacity.

(3) (a) The term of office of a member contemplated in sub-paragraphs (1)(c), (d), (e), (g), (h), (i), (j) and (k) is three years from the date of their election, designation or appointment, and such a member may serve a maximum of three terms, regardless of the category in which a person is elected, designated or appointed or whether any term follows immediately upon a previous term or not.

(b) The term of office of a member contemplated in sub-paragraph (1)(f) is one year from the date of his or her designation, which is not deemed to be a term for the purposes of sub-paragraph (3)(a).

(4) In the event of a member whose membership is terminated in terms of sub-paragraph (5), the period that such member served before the termination is deemed to have been a full term for the purposes of sub-paragraph (3)(a).

(5) Membership of the council terminates if a member –

(a) resigns in writing to the chairperson;

(b) where applicable, ceases to be an employee of the university;

(c) is absent from three ordinary consecutive meetings of the council without prior apology having been made to and formally accepted by the council;

(d) is declared insolvent by a court of law;

(e) is convicted of any offence involving dishonesty or for which the sentence is imprisonment without the option of a fine;

(f) becomes incapacitated, or his/her continued membership is deemed improper after a due process in accordance with the prescribed code of conduct, taking into consideration the provisions of the Promotion of Administrative Justice Act 3 of 2000;

(g) is a member in terms of paragraph 5(1)(c), (d), (e), (f), (h) or (i) and ceases to be a member of the body that designated or elected the member;

(h) is found guilty of contravening a code of conduct or the rules in disciplinary proceedings against the member by the council, and the council confirms a recommendation by the disciplinary committee to terminate membership; or

(i) becomes a member of the council of another institution of higher learning, or is employed in a managerial capacity by another institution of higher learning.

(6) At least three months prior to the expiry of the term of office of a member, or as soon as is reasonably possible when the membership of a member is terminated for any reason prior to the expiry of the term of office, the registrar must give notice in writing

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of the vacancy to the council and to the body who elected, appointed or designated the member.

(7) A member who fills a vacancy occurring before the expiry of the term of office concerned is elected, appointed or designated for a full term.

6. Election of members

(1) When a vacancy occurs in the membership of the component of the council referred to in paragraph 5(1)(c), (d), (e), (f) or (i) occurring by the effluxion of time, the registrar must timeously, as determined by the rules pertaining to the body or grouping concerned, in writing inform each member of such body or grouping entitled to participate in the election of members of the council of the vacancy.

(2) The registrar must request the constituency contemplated in sub-paragraph (1) to take into account the eligibility criteria determined in terms of paragraph 5(2)(c).

(3) The nomination form must be submitted to the registrar before the expiry of a period determined in the rules pertaining to the body or grouping concerned.

(4) The registrar must as soon as is practical after the expiry of the period for nominations inform each member of the relevant body or grouping in writing of all the valid nominations.

(5) At the first following ordinary meeting of the body or grouping concerned, the vacancy or vacancies must be filled by means of an election by secret ballot in a procedure determined by the rules pertaining to the body or grouping concerned.

(6) If, due to the nature or composition of the body or grouping concerned, or due to particular circumstances, it is not possible or if it is impracticable for the members of such body or grouping entitled to vote in an election of a member of the council to gather in a formal meeting for such an election, the vacancy or vacancies must be filled by secret ballot in a secure election process provided for in the rules and managed electronically under the supervision of the registrar.

(7) The need to follow the procedure contemplated in sub-paragraph (6) must be determined by the chairperson of the council on the advice of the registrar and after consultation with the chairperson of the body or grouping concerned.

(8) In the event of the termination of the membership of an elected member of the council before expiry of the term of office, the registrar must cause an election to be held to fill the vacancy as soon as possible.

(9) For the filling of a vacancy referred to in sub-paragraph (8), the provisions of sub-paragraphs (1) to (8) apply with the necessary changes.

7. Chairperson and deputy chairperson

(1) The council elects by secret ballot a chairperson and a deputy chairperson from among the members contemplated in paragraph 5(1)(g) to (k).

(2) The chairperson and deputy chairperson hold their respective offices for a period of three years, and may be re-elected for consecutive periods in accordance with the rules.

(3) When the office of chairperson or deputy chairperson becomes vacant by the effluxion of time, the registrar must give notice thereof at the penultimate meeting of the council during the term of office concerned, and the council elects a successor at the subsequent ordinary meeting.

(4) When the office of chairperson or deputy chairperson becomes vacant for any reason other than the effluxion of time, the registrar must notify each member of the council thereof in writing, and the council must elect a successor at its next meeting.

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8. Functions and powers

(1) The council governs the university in accordance with the Act, this statute and the rules, and may –

(a) make and amend the statute;

(b) approve and adopt the strategic and performance plans of the university;

(c) make rules and determine the university's policies and procedures;

(d) monitor operational performance and management and oversee risk management;

(e) establish academic structures and units, including faculties, on the recommendation of the senate; and

(f) establish other entities and structures subject to the recommendation of the vice-chancellor and, where applicable, the senate.

(2) The council must establish an audit, risk and compliance committee, a remuneration committee and a finance committee, and may establish additional committees deemed necessary for the performance of its functions, including joint committees with the senate.

(3) Any provision of the statute applicable to a member of the council, including the codes of conduct contemplated in section 27(7E) of the Act, applies with the necessary changes to a member of a council committee who is not a member of the council.

(4) Subject to sub-paragraph (5) and paragraph 82, the council may delegate any of its functions to a committee established in sub-paragraph (2) and may delegate any of its powers to any structure, employee or body of the university, but remains responsible for the exercise and the performance of the functions so delegated

(5) (a) The council may not delegate any of the following functions –

(i) the establishment, restructuring or disestablishment of faculties;

(ii) the appointment of the vice-chancellor and members of the management committee, as well as the internal auditor;

(iii) the modification of such general conditions of service or terms of appointment of the employees as may have been prescribed by the council;

(iv) the approval of the annual budget of the university;

(v) the adoption of the unaudited mid-year financial statements and the audited financial statements

(vi) the determination of the fees to be paid by students;

(vii) the making or amendment of the statute;

(viii) the power to obtain a loan or overdraft on behalf of the university;

(ix) the decision to embark on the construction of a permanent building or other immovable infrastructural development; and

(x) the purchase of immovable property or entering into the long-term lease of immovable property.

(6) The language policy of the university determined by council in accordance with section 27(2) of the Act, must be flexible and functional, and must redress language imbalances of the past and promote multilingualism, access, integration and a sense of belonging.

(7) The council appoints or delegates the appointment of the employees of the university in accordance with the rules, it determines the conditions of employment, privileges and functions and disciplinary measures applicable to employees; and, in accordance

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with the rules, the council determines that no one is authorised to appoint a person reporting directly to such a person.

(8) The council, after consultation with the SRC, must provide for a suitable structure to advise the council on the policy for student support services within the NWU.

9. Meetings

(1) The council must meet at least four times per year in accordance with the annual university calendar at a time and place determined by the council.

(2) At least 14 calendar days before the date determined for an ordinary meeting, the registrar must notify each member in writing of the time and the place where the meeting is to be held and of the details of all matters to be dealt with at the meeting.

(3) The chairperson may at any time convene an extraordinary meeting for a particular purpose, and must convene an extraordinary meeting at the written request of at least five members stating the purpose of the meeting.

(4) Sub-paragraph (2) applies with the necessary changes to the convening of an extraordinary meeting.

(5) At the request of the vice-chancellor or a council member, and by agreement with the chairperson, any other person may attend a meeting of the council.

10. Quorum

(1) The quorum for a meeting of the council is fifty percent plus one of the members of the council

(2) If for any reason there is no quorum present, the meeting is adjourned after one hour to a date not more than 14 calendar days later, at which meeting the members present form a quorum.

(3) The registrar must promptly give each member notice of the date, time and place of the meeting contemplated in sub-paragraph (2).

11. Decisions and procedures at meetings

(1) The council takes decisions by a majority of votes of members present, each member having one vote, but in the event of a parity of votes, the chairperson may exercise a casting vote, except for the purposes of electing a chancellor.

(2) The council otherwise determines the procedures for its meetings in accordance with the rules.

12. Executive committee

(1) There is an executive committee of the council consisting of the chairperson of the council as the chairperson of the executive committee, the deputy chairperson of the council as the deputy chairperson of the executive committee, the vice-chancellor, the vice-principal, and two other members elected by the council who are not employees or students.

(2) The council elects three members of the council as alternate members for any of the members of the executive committee and in the absence of any regular member, the designated alternate member acts as a member of the executive committee.

(3) The executive committee may dispose of any urgent business as defined in the terms of reference of the executive committee, between meetings on behalf of the council.

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(4) At its first ensuing meeting, the council must consider, note and record and, where applicable, confirm all business disposed of by the executive committee between meetings of the council.

13. Election of member of council to senate

(1) The council elects a member who is not an employee of the university to serve in accordance with section 28(2)(e) of the Act as a member of the senate for a period not exceeding two years.

(2) The provisions of paragraph 6 apply, with the necessary changes, to the election of a member of the council to the senate.

SENATE

14. Establishment and composition

(1) There is a senate composed of –

(a) the vice-chancellor;

(b) the vice-principal;

(c) the deputy vice-chancellors;

(d) the registrar;

(e) the executive directors

(f) the executive deans;

(g) the deputy deans;

(h) the deputy registrar;

(i) the chief director of the NWU Business School;

(j) thirty-two academic employees elected by the academic employees in faculties in accordance with the rules;

(k) two employees elected by the support employees from among their members;

(l) four students, whom one must be the SRC chairperson, and one each from the respective SCCs;

(m) the chairperson of the council, or his or her delegate, and one other council member elected by the council in accordance with paragraph 13;

(n) eight academic employees co-opted by the senate on the recommendation of the senate standing committees, in accordance with the rules, to improve representation in respect of junior academic employees, race, gender and disability.

(2) Six employees respectively responsible for research and teaching-learning support, library services, quality enhancement, globalisation and IT services attend senate meetings as observers.

(3) Membership of the senate terminates if a member –

(a) resigns in writing to the chairperson;

(b) ceases to be an employee of the university;

(c) is absent from three consecutive meetings of the senate without prior apology having been made to and accepted by the chairperson;

(d) is declared insolvent by a court of law;

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(e) is convicted of any offence involving dishonesty or for which the sentence is imprisonment without the option of a fine;

(f) becomes incapacitated, or his/her continued membership is deemed improper after a due process in accordance with the prescribed code of conduct, taking into consideration the provisions of the Promotion of Administrative Justice Act 3 of 2000;

(g) is a member in terms of sub-paragraph (1)(j) to (n) and ceases to be a member of the body that designated or elected the member;

(h) is found guilty of contravening an applicable code of conduct or the rules in disciplinary proceedings against the member in terms of paragraph 69, and the senate confirms a recommendation by a disciplinary committee to terminate membership.

(4) The provisions of paragraph 6 apply, with the necessary changes, to the election of the members of the senate referred to in sub-paragraphs 1(j) to (k) and (n).

15. Functions, authority and accountability

(1) The general functions of the senate are–

(a) to regulate all learning, teaching, research and academic support functions;

(b) to advise the council in respect of policies and rules concerning all academic matters; and

(c) to advise the council on the formation and reconfiguration of faculties and other relevant academic structures to ensure administrative and academic coherence, efficiency, effectiveness and sustainable quality.

(2) Subject to the approval of the council the senate may adopt, amend and repeal rules in respect of programmes, qualifications, modules or assessments and moderation, but may do so only after taking into account the advice of the senate standing committee(s) concerned.

(3) The senate may by resolution delegate any function to a member or committee of the senate, including any senate standing committee, but remains responsible for and must review and confirm the exercise and the performance of the functions so delegated.

(4) The senate must consent to rules concerning matters within its authority made by the council.

16. Meetings

(1) The senate must meet at least twice per semester in accordance with the annual university calendar at a time and place determined by the senate.

(2) At least seven days prior to a meeting, the registrar must notify each member in writing of the time and place of the meeting and the matters to be dealt with at the meeting.

(3) The registrar must give written notice to each member at least 14 calendar days prior to a meeting at which the senate will consider the adoption, amendment or repeal of rules in respect of which the senate has authority.

(4) The chairperson may at any time convene an extraordinary meeting for a particular purpose, and must convene an extraordinary meeting at the written request of at least one third of all the members, stating the purpose of the meeting.

(5) Sub-paragraph (2) applies with the necessary changes to the convening of an extraordinary meeting.

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(6) The vice-chancellor is the chairperson of the senate and in the absence of the vice-chancellor the vice-principal acts as chairperson.

(7) In the absence of both the vice-chancellor and the vice-principal, the senate must elect a chairperson for the meeting from among its members.

17. Quorum

(1) The quorum for a meeting of the senate is fifty percent plus one of the members of the senate.

(2) If for any reason there is no quorum, the meeting is adjourned after one hour to a date not more than 14 calendar days later, at which meeting the members present form a quorum.

(3) The registrar must promptly give each member notice of the date, time and place of the meeting contemplated in sub-paragraph (2).

18. Decisions and procedures at meetings

(1) The senate takes decisions by a majority of votes of members present, each member having one vote, but in the event of a parity of votes, the chairperson may exercise a casting vote.

(2) The senate determines the procedures for its meetings in accordance with the rules.

19. Executive committee of senate

(1) There is an executive committee of the senate consisting of –

(a) the vice-chancellor;

(b) the vice-principal;

(c) the chairperson of the council or the member of the council contemplated in paragraph 13;

(d) the deputy vice-chancellors;

(e) the executive deans;

(f) one of the three members of the senate referred to in paragraph 5(1)(c) elected by the senate;

(g) the chairperson of the SRC; and

(h) the registrar.

(2) The vice-chancellor may invite any of those members of the management committee who do not have sitting on the executive committee to attend a meeting of the executive committee.

(3) The vice-chancellor is the chairperson of the executive committee. In the absence of the vice-chancellor the vice-principal acts as chairperson.

(4) If both the vice-chancellor and the vice-principal are absent from a meeting, the executive committee must elect from among its members a chairperson for the meeting concerned.

(5) Between meetings of the senate the executive committee may exercise any power and perform any function of the senate.

(6) The executive committee must inform the senate of all actions and decisions taken on behalf of the senate and the senate at its next ensuing meeting must review and, where

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applicable, confirm all actions or decisions taken by the executive committee on behalf of the senate.

(7) (a) The quorum for a meeting of the executive committee is fifty percent plus one of all the members of the executive committee.

(b) If for any reason there is no quorum, the meeting is adjourned after one hour to a date not more than 14 calendar days later, at which meeting the members present form a quorum.

(8) The registrar must promptly give each member notice of the date, time and place of the meeting contemplated in sub-paragraph (7)(b).

20. Senate standing committees

(1) The senate may establish senate standing committees to perform the tasks assigned to them by the senate, and may establish joint committees with the council or any other body of the university.

(2) The senate standing committees must be constituted in accordance with the rules.

(3) Paragraphs 17 and 18 apply with the necessary changes to a meeting of a senate standing committee.

FACULTY BOARDS

21. Establishment, functions and composition

(1) For each faculty the senate establishes a standing committee of the senate known as a faculty board.

(2) The faculty board -

(a) is accountable to the senate for the monitoring and the oversight of teaching programmes, learning components of programmes, assessment and moderation, research, community engagement and implementation of expertise of the faculty;

(b) must make proposals to the senate for rules prescribing the requirements for each degree, diploma and certificate offered in the faculty, including the requirements for admission and readmission of students;

(c) may advise the executive dean of the faculty on all learning, teaching, research, academic support and student matters pertaining to a faculty, as well as appropriate quality-assurance measures;

(d) must perform all other functions as the senate delegates or assigns to it; and

(e) may by resolution establish committees of the faculty, and may appoint as members of such committees any people whether they are members of the faculty board or not.

(3) The senate determines the composition of a faculty board in order to enable it to optimally perform the functions referred to in sub-paragraph (2).

22. Meetings and procedures

(1) A faculty board must meet at least twice per semester at the times determined in the annual university calendar.

(2) The executive dean may convene an extraordinary meeting of the faculty board, and must do so at the written request of at least one third of the members of the faculty board.

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(3) The executive dean of a faculty board is the chairperson of that faculty board.

(4) In the absence of the executive dean, a deputy dean, acts as chairperson for the meeting concerned. If there is no deputy dean, or the deputy dean is also absent, the members of a faculty board must elect from among their members a chairperson for that meeting.

(5) (a) The quorum for a meeting of a faculty board is fifty percent plus one of all the members.

(b) If for any reason there is no quorum, the meeting is adjourned after one hour to a date not more than 14 calendar days later, at which meeting the members present form a quorum.

(c) The registrar must promptly give each member notice of the date, time and place of the meeting contemplated in sub-paragraph (b).

(6) A faculty board takes decisions by a majority of votes of members present, each member having one vote. In the event of an equality of votes, the chairperson may exercise a casting vote.

(7) A faculty board determines the procedures for its meetings in accordance with the rules.

INSTITUTIONAL FORUM

23. Establishment and composition

(1) There is an institutional forum as contemplated in section 31 of the Act, known as the institutional forum of the North-West University, which consists of –

(a) one member of the council designated by council for a term of three years;

(b) the vice-chancellor or any other member of the management committee designated by the vice-chancellor;

(c) three members of the senate elected from among its members for a term of three years;

(d) three members of the permanent academic employees elected in accordance with the rules for a term of three years;

(e) four members from among the employees of the university who are members of recognised trade unions, designated by the trade union(s) for a term of three years;

(f) three persons elected from among the support employees for a term of three years;

(g) six students designated for a term of one year from among the members of the SRC;

(h) two persons designated by the president of the convocation for a term of three years;

(i) not more than two persons co-opted from time to time by the institutional forum to perform specialised tasks related to the functions contemplated in paragraph 23(1)(a) to (g).

(2) The provisions of paragraph 6 apply, with the necessary changes, to the election of the members of the institutional forum referred to in sub-paragraphs (1)(a),(c),(d) and (f).

(3) The chairperson, the deputy chairperson and the secretary must be elected annually at the first meeting of the particular year from among the members contemplated in

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sub-paragraphs (1)(c) to (i), and they form the executive committee of the institutional forum.

(4) The members of the institutional forum contemplated in sub-paragraphs (1)(c) to (g) must be designated with sensitivity for race, gender, disability and the nature of the university as a multi-campus institution.

(5) A person may serve on the institutional forum for not more than two consecutive terms.

(6) Membership of the institutional forum terminates if the member concerned –

(a) resigns in writing to the chairperson;

(b) ceases to be an employee or student respectively of the university;

(c) is absent from three consecutive ordinary meetings without prior apology having been made to and formally accepted by the chairperson;

(d) is declared insolvent by a court of law;

(e) is convicted of any offence involving dishonesty or for which the sentence is imprisonment without the option of a fine;

(f) becomes incapacitated, or his/her continued membership is deemed improper after a due process in accordance with the prescribed code of conduct, taking into consideration the provisions of the Promotion of Administrative Justice Act 3 of 2000;

(g) ceases to be a member of the body which designated or elected the member;

(h) is found guilty of contravening an applicable code of conduct in disciplinary proceedings against the member, and the institutional forum confirms the recommendation by the disciplinary committee to terminate membership.

24. Functions

(1) The forum advises the council on matters affecting the university, including –

(a) the implementation of the Act and the national policy on higher education;

(b) the selection of candidates for appointment as vice-chancellor and members of the management committee in accordance with the rules;

(c) policy on equity in respect of race, gender and disability;

(d) codes of conduct;

(e) dispute resolution processes and procedures;

(f) the management of cultural diversity across the university;

(g) the fostering of a university culture that promotes tolerance and respect for human rights and creates an environment conducive to learning, teaching and research.

(2) The institutional forum must perform such other functions as the council may determine from time to time.

25. Meetings and procedures

(1) The institutional forum meets at least four times per year, at a time and place determined by the institutional forum in accordance with the annual university calendar.

(2) In the absence of the chairperson, the deputy chairperson acts as chairperson of the institutional forum. If the deputy chairperson is also absent, the members of the institutional forum must elect from among their members a chairperson for that meeting.

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(3) (a) The institutional forum determines its rules of procedure by a majority vote of the total number of members.

(b) The council must approve the rules of procedure of the institutional forum and must include the rules of procedure in the rules of the university.

26. Committees and sub-structures

(1) The institutional forum may establish technical and standing committees, chaired by members of the institutional forum, and stakeholders who are not members of the institutional forum may be co-opted to such committees.

(2) The technical and standing committees of the institutional forum function under the control and in support of the activities of the institutional forum.

STUDENTS' REPRESENTATIVE COUNCIL

27. Establishment and composition

(1) The North-West University Students' Representative Council (SRC) is established as a structure of the university in accordance with section 26(2)(*e*) of the Act.

(2) The SRC is composed of fifteen members designated in accordance with the rules.

(3) The rules must provide for the election of a Students' Campus Council (SCC) on each campus, the designation of members to the SRC, the term of office, and the functioning of the SRC.

(4) The SCCs are accountable to the SRC.

(5) The SCCs are represented in the SRC in proportion to the number of students qualified to elect each SCC.

(6) The formula for the determination of the proportion referred to in sub-paragraph (5) must be provided for in the rules.

28. Functions

(1) The SRC coordinates organised student life at the university.

(2) Members of the SRC are designated annually in terms of the SRC Constitution to serve on the council in accordance with paragraph 5(1)(f), and to serve on the senate in accordance with paragraph 14(1)(l).

(3) The SRC represents the interests of the students of the university as determined by the rules in consultations done in accordance with the requirements of sections 27(3) and 32(2)(*c*) and (*d*) of the Act and paragraph 74(2)(*a*) of the statute.

29. SRC Constitution

(1) Within the framework of the rules, the SRC must adopt a constitution in terms of which the functions and duties of the office-bearers of the SRC and the SCCs, and the procedures, accountability and operation of the SRC and the SCCs are laid down.

(2) The constitution of the SRC must be approved by the council after consultation with the senate.

30. Intervention

(1) The council must make rules to ensure the continued performance of the functions of the SRC and its constituent components to regulate intervention, after consultation

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with the management committee of the university and the SRC, if the SRC or any of its constituent components cannot or does not perform any of its functions provided for in the constitution of the SRC, the rules, this statute or the Act.

(2) The rules may provide for appropriate intervention, including, but not limited to the suspension of the SRC or any of its constituent components or their functions or office-bearers, subject to such conditions as the council may impose.

(3) The rules must provide for the regular review by the council of an intervention for the purposes of the normalisation of the performance of the functions of the SRC.

CONVOCATION

31. Establishment and constitution of convocation

(1) There is a North-West University Convocation.

(2) The council must, with the concurrence of the convocation, approve a constitution for the convocation.

(3) The convocation may establish its own structures in accordance with its constitution, and may enter into suitable structural arrangements with other bodies within or outside the university, to achieve its objective.

32. Objective and functions

(1) The objective of the convocation is to establish and develop mutually beneficial relationships between the university and its alumni in order to promote the welfare of the university and present and future members of the convocation.

(2) In order to achieve its objective, the convocation may –

(a) elect members to the council in accordance with paragraph 33(1);

(b) establish an association of alumni of the university;

(c) support other university structures focusing on promoting professional educational, social and other relationships between the university and alumni and between groups of alumni;

(d) consider any matter of interest to the university and to alumni, and convey any resolution to the university governance structures or the general public;

(e) maintain a database of members of the convocation in order to enhance communication and information dissemination between members and the university, and maintain the voters' roll for the election of council members.

33. Membership and right to vote

(1) Every graduate of the university or its predecessors is eligible for membership of the convocation, to be nominated for election as a member of the council, and to vote in an election of council members in accordance with paragraph 6.

(2) Every diplomate and permanent staff member, present or past, of the university or its predecessors is eligible for membership of the convocation in terms of sub-paragraph (3).

(3) In its constitution, the convocation may define types of membership in addition to those referred to in sub-paragraphs (1) and (2), and may determine the rights and privileges pertaining to such other types of membership.

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(4) A member may participate in the proceedings, activities or elections which, in terms of the constitution of the convocation, is open to that member's type of membership, as reflected in the convocation roll, if –

(a) the member's personal particulars, valid postal address, and the other communication channels determined from time to time in terms of the constitution of the convocation have been furnished to the registrar; and

(b) the member has deposited the prescribed membership fee, as determined by the council on the recommendation of the convocation, into a bank account of the convocation.

34. President and executive committee

(1) At a general meeting, the convocation must elect from among its members a president, a deputy president and the other officials determined by the constitution of the convocation to form an executive committee with the president and the deputy president.

(2) (a) The term of office of the president, the deputy president and the other members of the executive committee is three years from the conclusion of the meeting at which the election takes place.

(b) If no meeting of the convocation is held in the third year of the term of office, the current term of office is extended until after the conclusion of the next meeting of the convocation.

(3) In the event of a vacancy in the executive committee occurring before the expiry of the term of office, the other members of the executive committee must co-opt a person to fill the vacancy for the remainder of the term of office.

(4) The president may from time to time recommend that the convocation establishes committees consisting of members of the convocation to perform specific functions as directed by the convocation.

35. Meetings

(1) As determined by the constitution of the convocation, a general meeting must be convened by the president at least once every three years.

(2) (a) The president is the chairperson of a meeting of the convocation.

(b) In the absence of the president, the deputy president acts as chairperson of the convocation. If the deputy president is also absent, the members of the convocation present must elect from among their members a chairperson for that meeting.

(3) The types of meetings, rules of convening, quorum requirements, agendas, and procedures for meetings of the convocation and the executive committee, and liaison with other bodies of the university and the general public must be determined by the constitution of the convocation.

(4) The convocation and another university structure responsible for liaison with individual alumni or groups of alumni may meet at any time after consultation with the executive committee of the North-West University alumni association.

(5) At a meeting, the convocation may discuss any matter of interest to the university or to alumni, including a matter which the council refers to the convocation for advice, and the president of the convocation must convey the opinion of the convocation to the council.

(6) A copy of the resolutions of the convocation, and a notification of the other matters determined by the convocation, certified by the president and the registrar, must be

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forwarded to the chairperson of the council for the information of the council and to the vice-chancellor for the information of the senate, and must be recorded by the registrar.

DONORS

36. Recognition and functioning

(1) The council may recognise as donors persons who have during the preceding two years made donations to the university which the council considers to be significant.

(2) The registrar must maintain an official list of the donors of the university, recording the name and postal address of every donor recognised by the council.

(a) Donors may establish a board of donors of not more than ten persons designated by the donors in accordance with the rules.

(b) The council may designate not more than three employees to serve on the board of donors.

(3) The board of donors may offer advice to the vice-chancellor or the council on matters of interest to the university or the donors, at their own initiative or on invitation.

(4) The board of donors elects a chairperson from among its members, and the registrar acts as the secretary to the board of donors.

(5) A corporate donor may be represented by any person designated in writing by such donor.

(6) At any given time the list of donors of the University serves as conclusive proof of the names and addresses of persons who are entitled to nominate, in accordance with the rules, persons for election by the board of donors, of the members of council contemplated in paragraph 5(1)(h).

CHAPTER 3
OFFICE BEARERS OF UNIVERSITY

CHANCELLOR

37. Duties

(1) There is a chancellor who is the titular head of the university

(2) All qualifications awarded by the university in accordance with paragraph 79(1) are formally conferred by the chancellor in the name of the university.

38. Requirements

A candidate for the office of chancellor must be a fit and proper person for the office.

39. Nomination and election

(1) Any person from the categories of persons represented in the institutional forum may nominate a candidate for the office of chancellor on the nomination form prescribed by and made available by the registrar.

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(2) (a) The proposer, the nominee and at least five seconders must sign a nomination form. The proposer must submit the completed form to the registrar. No person may sign more than one nomination form, either as proposer or seconder.

(b) The registrar must compile a list of all the nominations received and must forthwith submit the list of nominations to the executive committee of the council.

(3) The executive committee of the council must consider the list and must submit not more than three names from the list to the council for decision.

(4) Members of council may add names to the list of nominations put before the council in terms of sub-paragraph (3) and those additional persons are duly nominated.

(5) The registrar must inform every member of the council of all nominations received in terms of sub-paragraphs (2), (3) and (4) at least ten days prior to the meeting at which the election of the chancellor will take place.

(6) The chancellor is elected in a secret ballot by a majority of votes of the members of the council present at an ordinary meeting of the council or at a meeting specially convened for that purpose.

40. Term of office

The term of office of the chancellor is five years, and an incumbent chancellor is eligible for re-election for one further consecutive term.

41. Vacation of office

The council may discharge the chancellor from office by a two-thirds majority vote of all the members of the council.

42. Filling of vacancy

(1) At least three months before the office of chancellor becomes vacant by the effluxion of time the registrar must notify every member of the council, and the council must elect a new chancellor as soon as practicable in accordance with paragraph 39.

(2) If the office of chancellor becomes vacant for any other reason, the registrar must notify every member, and the council must elect a new chancellor as soon as practicable in accordance with paragraph 39.

PRINCIPAL AND VICE-CHANCELLOR

43. Duties and accountability

(1) There is a principal also referred to as the vice-chancellor who is the chief executive and accounting officer of the university responsible for its management and administration.

(2) The vice-chancellor may by virtue of the office perform any duty of the chancellor when the office of chancellor is vacant or the chancellor is absent or incapable of performing the duties of chancellor.

(3) The vice-chancellor may in writing delegate any duty, function, power or responsibility attached to the office to a member of the management committee or to any other suitable staff member.

(4) The vice-chancellor is accountable to the council in respect of the duties, functions, powers and responsibilities attached to the office.

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(5) The vice-chancellor is a member of all committees of the council and the senate, except of the Audit, Risk and Compliance committee of council.

44. Requirements

A candidate for the office of vice-chancellor must be a fit and proper person capable and suitably qualified and experienced for the office.

45. Appointment

The council must, by a majority vote of two thirds of the members present recorded by secret ballot, appoint the vice-chancellor at an ordinary meeting or at a meeting specially convened for that purpose, after complying with the procedure as prescribed in the rules concerning consultation with the senate and the institutional forum and the evaluation as determined by the rules.

46. Term of office

(1) The term of office of the vice-chancellor must be determined by the council after consultation with the appointee and must be fixed contractually, but may not be less than three years and not more than seven years.

(2) A vice-chancellor may be appointed for one further consecutive term.

47. Vacation of office

(1) The vice-chancellor's term of office terminates by the effluxion of time in terms of the employment contract, or if the vice-chancellor resigns from office or is discharged from office.

(2) The council may discharge the vice-chancellor from office by a vote with a majority of two thirds of all the members of the council.

(3) The council may discharge the vice-chancellor on the grounds of –

(a) serious misconduct; or

(b) incapacity.

48. Filling of vacancy

(1) At least three months before the office of vice-chancellor becomes vacant by the effluxion of time, the registrar must notify every member of the council, the senate and the institutional forum.

(2) If the office of vice-chancellor becomes vacant for any other reason, the registrar must notify in writing every member of the council, the senate and the institutional forum, and the council appoints a new vice-chancellor as soon as is practicable in terms of paragraph 45.

49. Acting vice-chancellor

(1) When the office of vice-chancellor is vacant or the vice-chancellor is absent or incapable of performing the duties of vice-chancellor, the vice-principal acts as vice-chancellor.

(2) If the vice-principal cannot act as vice-chancellor, another person appointed in terms of paragraph 51 acts as vice-chancellor.

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(3) An acting vice-chancellor has the same duties, functions, powers and responsibilities as the vice-chancellor and is accountable to the council.

VICE-PRINCIPAL

50. Duties and accountability

(1) There is a vice-principal who performs the specific managerial, administrative and supervisory duties and responsibilities which the vice-chancellor may assign or delegate to the office.

(2) The vice-principal is accountable to the vice-chancellor.

51. Appointment, term of office, vacation of office and filling of vacancy

(1) The council must, by a majority vote of the members present recorded by secret ballot, appoint the vice-principal after complying with the procedures prescribed in the rules in respect of consultation with the vice-chancellor, the senate and the institutional forum, and the evaluation required by the rules.

(2) Paragraphs 46, 47 and 48 in respect of the term of office, the vacation of office and the filling of a vacancy apply with the necessary changes to the office of vice-principal.

DEPUTY VICE-CHANCELLORS

52. Duties and accountability

(1) There are one or more deputy vice-chancellors as the council may determine from time to time to whom the vice-chancellor may entrust specific managerial, administrative and supervisory functions, including the operational oversight of a campus, where appropriate.

(2) A deputy vice-chancellor is accountable to the vice-chancellor.

53. Appointment, term of office, vacation of office, acting deputy vice-chancellors and filling of vacancies

(1) The council must, by a majority vote of the members present recorded by secret ballot, appoint each deputy vice-chancellor after complying with the procedures prescribed in the rules in respect of consultation with the vice-chancellor, the senate and the institutional forum and the evaluation required by the rules.

(2) The term of office of a deputy vice-chancellor must be determined by the council after consultation with the appointee and must be fixed contractually, but may not be less than three years and not more than seven years.

(3) A deputy vice-chancellor's term of office terminates by the effluxion of time in terms of the employment contract, or if the deputy vice-chancellor resigns from office or is discharged from office.

(4) A deputy vice-chancellor is eligible for re-appointment in accordance with the rules.

(5) The council may discharge a deputy vice-chancellor from office by a vote with a majority of two thirds of all the members of the council.

(6) The council may discharge the deputy vice-chancellor on the grounds of –

(a) operational requirements;

(b) serious misconduct; or

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(c) incapacity.

(7) When the office of a deputy vice-chancellor is vacant or a deputy vice-chancellor is absent or incapable of performing the duties of deputy vice-chancellor, a person designated by the vice-chancellor and approved by council, acts as deputy vice-chancellor.

(8) An acting deputy vice-chancellor has the same duties, functions, powers and responsibilities as the deputy vice-chancellor and is accountable to the vice-chancellor and the council.

(9) At least three months prior to the office of a deputy vice-chancellor becomes vacant by the effluxion of time, the registrar must in writing notify every member of the council, the senate and the institutional forum, and the council must appoint a new deputy vice-chancellor in accordance with sub-paragraph (1).

(10) If the office of a deputy vice-chancellor becomes vacant for any other reason, the registrar must in writing notify every member of the council, the senate and the institutional forum, and the council must appoint a new deputy vice-chancellor in accordance with sub-paragraph (1) as soon as is practicable.

REGISTRAR

54. Duties and accountability

(1) There is a registrar who performs all the duties and functions assigned to the office by the statute and the rules, to whom the council may assign specific duties and responsibilities, and to whom the vice-chancellor may entrust specific managerial, administrative and supervisory functions.

(2) The registrar is the secretary to the council, the senate, the convocation and the board of donors, and may participate in the discussions of the council, the senate, the convocation and the board of donors, but may vote only in the senate.

(3) The registrar is accountable to the vice-chancellor, and in respect of the duties and functions performed in respect of a particular body, to that body.

55. Appointment, term of office, vacation of office, acting registrar and filling of vacancy

(1) The council must, by a majority vote of the members present recorded by secret ballot, appoint the registrar by a resolution adopted by a majority of the members, after complying with the procedures prescribed in the rules in respect of consultation with the vice-chancellor, the senate, the institutional forum and the evaluation required by the rules.

(2) The term of office of the registrar must be determined by the council after consultation with the incumbent appointee and must be fixed contractually, but may not be less than three years and not more than seven years.

(3) The registrar's term of office terminates by the effluxion of time in terms of the employment contract, or if the registrar resigns from office or is discharged from office.

(4) The registrar is eligible for re-appointment in accordance with the rules.

(5) The council may discharge the registrar from office by a vote with a majority of two thirds of all the members of the council.

(6) The council may discharge the registrar on the grounds of –

(a) serious misconduct; or

(b) incapacity.

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(7) When the office of registrar is vacant or the registrar is absent or incapable of performing the duties of registrar, a person designated by the vice-chancellor and approved by council acts as registrar.

(8) An acting registrar has the same duties, functions, powers and responsibilities as the registrar and is accountable to the vice-chancellor, and the council.

(9) At least three months prior to the office of registrar becoming vacant by effluxion of time, the registrar must in writing notify every member of the council, the senate and the institutional forum, and the council must appoint a new registrar in accordance with sub-paragraph (1).

(10) If the office of registrar becomes vacant for any other reason, the registrar must notify every member of the council, the senate and the institutional forum, and the council must appoint a new registrar in accordance with sub-paragraph (1) as soon as is practicable.

EXECUTIVE DIRECTORS

56. Duties and accountability

(1) There are one or more executive directors as determined by the council to whom the vice-chancellor may entrust specific managerial, administrative and supervisory functions.

(2) An executive director is accountable to the vice-chancellor.

57. Appointment, term of office, vacation of office, acting executive directors and filling of vacancies

(1) The council must, by a majority vote of the members present recorded by secret ballot, appoint an executive director after complying with the procedures prescribed in the rules in respect of consultation with the vice-chancellor, the senate and the institutional forum and the evaluation required by the rules.

(2) The term of office of an executive director must be determined by the council after consultation with the appointee and must be fixed contractually, but may not be less than three years and not more than seven years.

(3) An executive director's term of office terminates by the effluxion of time in terms of the employment contract, or if the executive director resigns from office or is discharged from office.

(4) An executive director is eligible for re-appointment in accordance with the rules.

(5) The council may discharge an executive director from office by a vote with a majority of two thirds of all the members of the council.

(6) The council may discharge an executive director on the grounds of –

(a) operational requirements;

(b) serious misconduct; or

(c) incapacity.

(7) When the office of an executive director is vacant or the executive director is absent or incapable of performing the duties of executive director, a person designated by the vice-chancellor and approved by council acts as executive director.

(8) An acting executive director has the same duties, functions, powers and responsibilities as the relevant executive director and is accountable to the vice-chancellor, and the council.

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(9) At least three months before the office of the relevant executive director becomes vacant by effluxion of time, the registrar must in writing notify every member of the council, the senate and the institutional forum, and the council must appoint a new executive director in accordance with sub-paragraph (1).

(10) If the office of an executive director becomes vacant for any other reason, the registrar must notify every member of the council, the senate and the institutional forum, and the council must appoint a new executive director in accordance with sub-paragraph (1) as soon as is practicable.

EXECUTIVE DEANS

58. Duties and accountability

(1) An executive dean is the executive head of a faculty and is responsible for the management and administration of the faculty.

(2) The vice-chancellor designates a deputy vice-chancellor to whom an executive dean is accountable.

59. Appointment, term of office, vacation of office, acting executive deans and filling of vacancies

(1) The vice-chancellor must appoint an executive dean after complying with the procedures prescribed in the rules in respect of consultation with the responsible deputy vice-chancellor, the senate, the relevant faculty board, the institutional forum and the evaluation required by the rules.

(2) The term of office of an executive dean must be determined by the vice-chancellor after consultation with the appointee and must be fixed contractually, but may not be less than three years and not more than seven years.

(3) An executive dean's term of office terminates by the effluxion of time in terms of the employment contract or if the executive dean resigns from office or is discharged from office.

(4) An executive dean is eligible for re-appointment in accordance with the rules.

(5) When the office of an executive dean is vacant or the executive dean is absent or incapable of performing the duties of executive dean, a deputy dean, if applicable, or a person designated by the vice-chancellor acts as executive dean.

(6) An acting executive dean has the same duties, functions, powers and responsibilities as the relevant executive dean and is accountable to the responsible deputy vice-chancellor.

(7) An executive dean may be discharged on the grounds of –

(a) operational requirements;

(b) serious misconduct; or

(c) incapacity.

DEPUTY DEANS

60. Duties and accountability

There are one or more deputy deans for each faculty as the council may determine from time to time to whom the executive dean may assign specific managerial, administrative and supervisory functions.

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61. Appointment, term of office, vacation of office, acting deputy deans and filling of vacancies

(1) The deputy vice-chancellor must appoint a deputy dean after complying with the procedures prescribed in the rules in respect of consultation with the responsible executive dean, the senate, the relevant faculty board, the institutional forum, and the evaluation required by the rules.

(2) The term of office of a deputy dean must be determined by the deputy vice-chancellor after consultation with the appointee and must be fixed contractually, but may not be less than three years and not more than seven years.

(3) A deputy dean's term of office terminates by the effluxion of time in terms of the employment contract or if the deputy dean resigns from office or is discharged from office.

(4) A deputy dean is eligible for re-appointment in accordance with the rules.

(5) When the office of a deputy dean is vacant or the executive dean is absent or incapable of performing the duties of deputy dean, a person designated by the deputy vice-chancellor acts as deputy dean.

(6) An acting deputy dean has the same duties, functions, powers and responsibilities as the relevant deputy dean and is accountable to the responsible executive dean

(7) A deputy dean may be discharged on the grounds of –

(a) operational requirements;

(b) serious misconduct; or

(c) incapacity.

ACADEMIC DIRECTORS

62. Duties and accountability

An academic director is responsible for the management and administration of an academic unit, and may, where appropriate, delegate or assign functions to deputy academic directors at the different campuses.

63. Appointment

(1) The responsible executive dean may appoint an academic director in each academic unit after complying with the consultation and evaluation procedure prescribed by the rules.

(2) The term of office of an academic director must be determined by the relevant executive dean after consultation with the appointee and must be fixed contractually, but may not be less than three years and not more than seven years

(3) An academic director is eligible for re-appointment in accordance with the rules.

(4) The responsible executive dean may designate another suitable person to perform the functions of the office during the absence of an academic director.

(5) An academic director may be discharged on the grounds of –

(a) operational requirements;

(b) serious misconduct; or

(c) incapacity.

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UNIVERSITY MANAGEMENT COMMITTEE

64. Establishment and composition

(1) There is a university management committee composed of the vice-chancellor, who is the chairperson, the vice-principal, the deputy vice-chancellors, the registrar and the executive directors.

(2) The vice-chancellor may invite any other person to attend a meeting of the management committee.

65. Functions

(1) The university management committee assists the vice-chancellor in the implementation of strategy, and the planning and execution of the management, administration and supervision of the university, in accordance with the rules and policies.

(2) The university management committee may establish committees and other substructures across the university and at campus level to assist the management committee in performing its functions.

CHAPTER 4
EMPLOYEES

66. Appointment

(1) The council must appoint academic and support employees in accordance with the applicable legislation and the employment policies of the university, subject to the availability of financial resources.

(2) An academic employee must be appointed after consultation with the senate.

(3) Upon appointment and thereafter annually in accordance with the Act and the rules, every employee must declare possible conflicts of interest emanating from financial interests and fiduciary roles.

(4) An academic employee who is offered an appointment in a management position is entitled to a contractual stipulation, subject to such conditions as may be agreed upon, pertaining to the return or not to an academic position on the termination of the contract.

(5) Employees may be discharged on the grounds of –

(a) operational requirements;

(b) serious misconduct; or

(c) incapacity.

67. Remuneration

The council must determine the salaries and other forms of remuneration of employees, and other terms and conditions of employment, in accordance with the remuneration and employment policies and procedures of the university.

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68. Evaluation

Employees are subject to continual performance appraisal in terms of the policies and procedures of the university.

69. Discipline

(1) Employees are subject to the discipline of the council in respect of all forms of misconduct or neglect of duty as provided in the applicable disciplinary codes, rules and procedures.

(2) The council must exercise discipline in accordance with the relevant legislation and the rules, policies and procedures determined by the council from time to time.

(3) The council may delegate its disciplinary functions to the vice-chancellor or a person or body recommended by the vice-chancellor.

70. Trade unions

(1) The council may enter into agreements with trade unions, and recognise registered trade unions for the purposes of consultations and negotiations with regard to terms and conditions of employment and related matters in accordance with the relevant labour and employment legislation.

(2) The council must implement the agreements on terms and conditions of employment in respect of all the employees provided for in that agreement.

CHAPTER 5
STUDENTS

71. Admission and registration

(1) In order to be a student of the university, a person must have been admitted to the university and must have been registered for a programme leading to the attainment of a qualification.

(2) The council may determine, with the approval of the senate, the maximum number of students that may be registered for an academic programme.

(3) The council may prescribe, with the approval of the senate, selection tests or a particular standard of academic competence as further admission requirements for studies at the university.

(4) A student who is admitted to and registered at the university continues to be a student of the university for the duration of the academic programme, or until the time the student or the university terminates the registration in accordance with the rules.

(5) In order to continue with studies at the university, a returning student who has been admitted and registered at the university must report annually in accordance with the rules.

(6) A student whose studies have been interrupted for a year or longer must apply anew for admission in order to be reregistered.

(7) The council may set requirements for the readmission of a student and may refuse to allow readmission unless such requirements are met.

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(8) A person who demonstrates the intention to be associated with the university as a student is subject to the rules.

72. Discipline

(1) A student is subject to the disciplinary rules and procedures applied by the appropriate disciplinary bodies contemplated in paragraph 74 in accordance with the statute and the rules.

(2) The vice-chancellor must at least once a year submit a report to the senate and the council on the disciplinary measures taken against students.

73. Misconduct

(1) A student commits misconduct if –

(a) the conduct of the student is detrimental or may be detrimental to the good name, order, discipline or performance of the university;

(b) the student contravenes the statute, the rules, the constitution or the rules of a body within the university, or the law;

(c) the academic conduct of the student is dishonest;

(d) the student harasses or treats another person or group of persons violently or with hostility; or

(e) the student damages property or assets of the university.

74. Disciplinary bodies

(1) The vice-chancellor is the chief disciplinary officer of the university in respect of students.

(2) (a) The vice-chancellor must, after consultation with the senate, the SRC and the institutional forum, and in accordance with the statute and the rules, establish appropriate disciplinary bodies of the university and determine their authority, composition and procedures.

(b) The authority, composition and procedures of every disciplinary body must be published and made available on request.

(3) Every disciplinary body must report all disciplinary action taken by it to the vice-chancellor.

75. Disciplinary procedures

(1) A complaint concerning an alleged misconduct by a student must be reported to the vice-chancellor or his or her delegate, who must deal with such complaint in accordance with the procedures referred to in paragraph 74(2).

(2) A student charged with an alleged misconduct is entitled to a fair hearing by the appropriate disciplinary body, which conforms to the requirements of the Constitution and the law.

76. Sanctions

A disciplinary body may impose any of the sanctions provided for in the rules.

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77. Appeals

A student found guilty of misconduct by a disciplinary body may appeal to the relevant appeal body against the finding or the sanction, or against both the finding and the sanction, in accordance with the rules.

CHAPTER 6
QUALIFICATIONS AND AWARDS

78. Requirements

(1) The NWU may award the degrees, the diplomas and the certificates determined by the council from time to time on the recommendation of the senate, and which have been approved, accredited and registered for the university in accordance with the Act and other applicable legislation, and which are contained in the rules of the university.

(2) The council, with the concurrence of the senate, may revoke a degree or withdraw a diploma or certificate obtained through plagiarism, theft, fraud, bribery or any other dishonest or unlawful act.

79. Conferring and awarding qualifications

(1) A meeting of the members of the university, known as the congregation, must be convened at least once a year for the purpose of conferring degrees and awarding diplomas and certificates.

(2) The senate determines the time, place and manner for convening a congregation with the approval of the council.

(3) The chancellor or the vice-chancellor or, if both are absent, the vice-principal or a member of the senate, chairs the congregation.

(4) A degree may not be conferred, or diploma awarded, upon any person unless the senate is satisfied that all the requirements for the degree, diploma or certificate have been met.

(5) A person is not entitled to the privileges of a degree, diploma or certificate until the degree has been conferred, or diploma or certificate been awarded at a congregation.

(6) A degree may be conferred or diploma or certificate awarded in the absence of the graduate or diplomate, or posthumously.

(7) An official original certificate verifying the award and conferral at a congregation of a qualification is issued once only.

(8) Despite sub-paragraph (7), the certificate may, upon written request and after payment of a fee determined by the senate, be mailed to the student if the degree was conferred or the diploma awarded in the absence of the student in terms of sub-paragraph (6).

(9) If a student has met the requirements for a degree or diploma and the degree or diploma certificate has not yet been issued, or if a degree or diploma certificate has been lost, the registrar may issue, at the written request of the student and after payment of a fee determined by the senate, a document stating that the student has met the requirements for the degree or diploma and that the certificate will be issued on a certain date, or that it had already been issued on a previous date.

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(10) The registrar may issue a complete official academic record, including a certificate of conduct, or proof of subjects passed, to a student upon written request and after payment of a fee determined by the senate.

(11) The senate determines the procedure for the presentation of the persons receiving degrees or diplomas at a congregation, the conferral of a degree and awarding of a diploma in the absence of a student, academic attire and all other matters relating to the congregation, and for which the statute or the rules do not provide.

(12) The registrar may issue a certificate in respect of a short learning programme offered by the university to a candidate who has met the requirements in the format, on the occasion, and in the manner determined for that purpose by the rules and in accordance with the annual university calendar.

80. Honorary degrees and awards

(1) The council may award an honorary degree or a chancellor's medal or any other honour in accordance with the rules.

(2) Honorary awards recommended by any university structures are subject to final approval by the council in accordance with the rules.

CHAPTER 7
GENERAL

81. Rules

(1) Rules made by the council in terms of paragraph 8(1)(c) and in accordance with section 32 of the Act have legal force upon their publication in accordance with sub-paragraph (2)

(2) The registrar must promptly publish, in the most expeditious manner, rules made by council.

(3) The manner and form in which the rules can be accessed and obtained must be made known in the yearbook of the university.

82. Delegations

Any entity, structure or person to whom a power or function is delegated in accordance with this statute, may sub-delegate such power or function only in terms of an authority contained in the delegation itself or otherwise with the prior approval of the entity, structure or person on whom the power or function was originally conferred.

83. Transitional provisions

(1) Anything done, commenced, instituted or in the process of being finalised under the Statute of the North-West University referred to in Government Notice No 795 of 8 August 2005 and published in Government Gazette No 27872 of 8 August 2005, before this statute came into operation, is deemed to have been done, commenced, instituted or in the process of being finalised under the corresponding provision of this statute.

(2) The council, the senate, the institutional forum, the faculty boards, the SRC and SCCs, the convocation, and other bodies and functionaries provided for in this statute that existed prior to the commencement of the statute, continue to exist and exercise the

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powers and perform the functions which they have exercised and performed prior to the commencement of the statute, but they must fully comply with the provisions of this statute within 12 months after its commencement.

(3) The rules made by the council existing at the commencement of the statute continue to apply until they are replaced or repealed.

84. Amendment of statute

(1) The council may amend this statute by a two-thirds majority of all its members.

(2) A proposal for the amendment of the statute may only be tabled if written notice was given by the registrar to all the members of the council at least 14 calendar days before the meeting at which the proposal is to be introduced, unless a two-thirds majority of the members present vote in favour of disposing with the requirement of prior notice.

85. Repeal of statute

The Statute of the North-West University referred to in Government Notice No 505 of 8 May 2020 and published in Government Gazette No 43288 of 8 May 2020 is repealed from the date mentioned in the Government Gazette notice referred to in paragraph 86.

86. Commencement

The statute comes into effect on the date mentioned in the relevant notice in the Government Gazette.

End

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DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATIONS

NO. 2195 **24 June 2022**

FOREIGN SERVICE ACT, 2019 (ACT NO. 26 OF 2019)

FOREIGN SERVICE REGULATIONS, 2022

The Minister of International Relations and Cooperation intends, in terms of section 14 of the Foreign Service Act, 2019 (Act No.26 of 2019), to make the Regulations in the Schedule.

Interested persons are invited to submit, within ten business days from the date of the publication of this Notice, any written comments or representations on the proposed Regulations to the Director-General, Department of International Relations and Cooperation, Private Bag X152, Pretoria, 0001 (for attention of Adv JGS de Wet, or by email to jelem@dirco.gov.za).

G.N.M. Pandor

MINISTER OF INTERNATIONAL RELATIONS AND COOPERATION

DATE 30-5-2022.

SCHEDULE

ARRANGEMENT OF REGULATIONS

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GENERAL PROVISIONS

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CHAPTER 2

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2. Protocol Services

CHAPTER 3

ELIGIBILITY REQUIREMENTS TO APPLY FOR A POSITION ABROAD

3. Eligibility requirements

CHAPTER 4

PRESCRIBED MANDATORY TRAINING REQUIREMENTS

4. Prescribed mandatory training prior to application for a position abroad

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CHAPTER 5

TRANSFER, DISCIPLINE AND RECALL

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7. Disciplinary matters

8. Recall in terms of sections 6(5) and 6(6) of the Act

CHAPTER 6

TRANSITIONAL ARRANGEMENTS

9. Transitional arrangements

10. Short title and commencement

CHAPTER 1

GENERAL PROVISIONS

Definitions

1. In these Regulations a word or expression to which a meaning is assigned in the Act bears the meaning so assigned, and unless the context otherwise indicates-

"official" means a person employed by the Department; and

"the Act" means the Foreign Service Act, 2019 (Act No. 26 of 2019).

CHAPTER 2

PROTOCOL SERVICES

Protocol Services

2. (1) Protocol Services must be rendered to foreign and national dignitaries designated by the Director-General upon recommendation of the Chief of State Protocol.

(2) The Protocol Services that are to be rendered to such designated foreign and national dignitaries will be determined by the Director-General.

CHAPTER 3

ELIGIBILITY REQUIREMENTS TO APPLY FOR A POSITION ABROAD

Eligibility requirements

3. (1) In order to be eligible to apply to be appointed as a member of the Foreign Service, employees must –

(a) have successfully completed probation required in terms of the Public Service Act, 1994 (Proclamation No. 103 of 1994), or any other applicable legislation;

(b) be in possession of a valid Top Secret Security Clearance;

(c) have a satisfactory performance record; and

(d) have successfully completed the training as required by regulations 4 and 5.

(2) For persons appointed on contract, sub-regulations (1) (b) and (d) will apply.

CHAPTER 4

PRESCRIBED MANDATORY TRAINING REQUIREMENTS

Prescribed mandatory training prior to application for a position abroad

4. (1) In order to be eligible to apply to serve abroad and appointment as a member of the Foreign Service, an employee must successfully complete one of the following training programmes:

(a) The Diplomatic Training Programme for a position in the diplomatic service as Counsellor / First Secretary / Second Secretary / Third Secretary (Political);

(b) The Mission Administration Programme for a position in the corporate service as Counsellor / First Secretary / Second Secretary (Administration);

(c) The Foreign Administration Attaché Course for a position in the corporate service as Third Secretary (Administration); or

(d) Occupation specific training for a position in an occupation specific position abroad at the specialised unit where the official is employed.

(2) National departments, other than the Department, may require departmental specific training programmes for any position staffed by such national department.

Prescribed training prior to taking up a position abroad

5. (1) No person will be transferred unless that person has successfully completed the Mission Preparation Programme, except an official who, for operational requirements, needs to take up a position in a temporary capacity for less than six (6) months.

(2) Notwithstanding sub-regulation (1), a person appointed as Head of Mission or Minister Plenipotentiary is not required to complete the Mission Preparation Programme, but must successfully complete the applicable Programme for designated Heads of Mission and for Ministers Plenipotentiary.

CHAPTER 5

TRANSFER, DISCIPLINE AND RECALL

Transfer requirements for taking up a position abroad

6. (1) A person who has been appointed to a position at a South African Mission, will only be allowed to take up the position if the following requirements have been complied with:

(a) Submission of contract of appointment or transfer letter signed by the Head of Department of the Department of international Relations and Cooperation, or her or his delegate;

(b) submission of certificate confirming that all training requirements have been completed successfully;

(c) submission of the requisite handover report;

(d) confirmation by the relevant Directorate of the Department that the official has attended briefing sessions arranged by the Branch;

(e) confirmation by the Head of the Branch in the Department that a person appointed as Head of Mission at a Mission for which the Branch is responsible has attended the briefing sessions arranged by the responsible Branch; and

(f) all administrative requirements.

Disciplinary matters

7. The disciplinary inquiry contemplated in section 6(1) of the Act must be conducted in terms of the disciplinary code applicable to that member of the Foreign Service.

Recall in terms of sections 6(5) and 6(6) of the Act

8. (1) For purposes of a recall contemplated in sections 6(5) and 6(6) of the Act, the Director-General must notify the member of the Foreign Service in writing of the recall stating the reasons therefor and, in relation to officials, the date and alternative place to report for duty.

(2) Upon recall, the accreditation and immunities and privileges of such member of the Foreign Service will cease to apply and the conditions of service applicable for serving abroad will terminate, unless otherwise stated in the notice of recall.

CHAPTER 6

TRANSITIONAL ARRANGEMENTS

Transitional arrangements

9. (1) Any person other than a person recruited locally at a South African Mission, who, at the time of entry into force of the Act, is serving in a position at a South African Mission, is deemed to be a member of the Foreign Service for the purposes of the Act and its Regulations.

(2) Any person who has completed the training required before the commencement of the Act and its Regulations, will be deemed to have complied with Regulation 5(1).

(3) The terms and conditions for service abroad applicable to members of the Foreign Service at the time of the coming into operation of this

Act and its Regulations will continue to apply, until amended through the prescribed departmental procedures.

(4) Any existing inter-departmental agreement or memorandum of understanding concluded between the Department and any other national department that regulates the transfer of their employees to serve at South African Missions will remain in force to the extent that its provisions are not in conflict with these Regulations and that, notwithstanding any provision contained in such agreement or memorandum, the terms thereof will be implemented only to the extent that there is no conflict with the Act or its Regulations.

(5) The Administrative Code for the Foreign Service is deemed to be the Foreign Service Administration Manual contemplated in section 11(3) of the Act and will remain in effect until such time as a new Foreign Service Administration Manual is issued.

Short title and commencement

10. These Regulations are called the "Foreign Service Regulations, 2022", and will come into operation on the date of promulgation in the *Government Gazette*.

DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT

NO. 2196 **24 June 2022**



Address: 27 Stiemens Street, 4th Floor
JD House Building, Braamfontein,
Johannesburg, 2017
Tel: 010 023 5214
Fax: 0865003351
E-mail: POPIACompliance@inforegulator.gov.za

30 May 2022

NOTICE IN TERMS OF SECTION 61(2) OF THE PROTECTION OF PERSONAL INFORMATION ACT NO 4 OF 2013 (POPIA) CODE OF CONDUCT: CREDIT BUREAU ASSOCIATION (CBA)

1. In terms of the provisions of section 61 (2) of POPIA, the Information Regulator gives notice that the Regulator is in receipt of a code of conduct from Credit Bureau Association (CBA) that deals with how personal information will be processed in the credit sector.

2. The purpose of the code of conduct is to-
   2.1. promote appropriate practices by members of CBA governing the processing of personal information in terms of POPIA;

   2.2. encourage the establishment of appropriate agreements between members of CBA and third parties, regulating the processing of personal information as required by POPIA and dictated by good business practice; and

   2.3. to establish procedures for members of CBA to be guided in their interpretation of principally POPIA, but also other laws or practices governing the processing of personal information, allowing for complaints against credit bureau to be considered and remedial action, where appropriate, to be taken.

3. The code of conduct governs-

   3.1. the processing of personal information (including consumer credit information) by credit bureau that are members of CBA in compliance with POPIA and National Credit Act, 34 of 2005 (NCA);
   3.2. where appropriate, agreements that may need to be concluded between members of CBA and third parties promoting, and to the extent possible ensuring that personal information is processed in compliance with POPIA; and

3.3. the enforcement by CBA of the provisions of the code of conduct,

4. Affected persons are invited to submit written comments to the Regulator (email address: POPIACompliance@inforegulator.org.za) within fourteen (14) days after publication of the notice in the Government Gazette. A copy of the code of conduct will be made available on the Regulator's website, alternatively, a request for a copy of the code may be made by addressing correspondence to email address: POPIACompliance@inforegulator.org.za

DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT

NO. 2197 **24 June 2022**



Address: 27 Stiemens Street, 4th Floor
JD House Building, Braamfontein,
Johannesburg, 2017
Tel: 010 023 5214
Fax: 0865003351
E-mail: POPIACompliance@inforegulator.org.za

31 May 2022

NOTICE IN TERMS OF SECTION 61(2) OF THE PROTECTION OF PERSONAL INFORMATION ACT NO 4 OF 2013 (POPIA) CODE OF CONDUCT: THE BANKING ASSOCIATION SOUTH AFRICA (BASA)

1. In terms of the provisions of section 61 (2) of POPIA, the Information Regulator (Regulator) gives notice that the Regulator is in receipt of a code of conduct from the Banking Association South Africa (BASA) that deals with how personal information will be processed in the banking sector.

2. The purpose of the code of conduct is to-
   2.1. promote appropriate practices by members of BASA governing the processing of personal information in terms of POPIA;

   2.2. encourage the establishment of appropriate agreements between members of BASA and third parties, regulating the processing of personal information as required by POPIA and dictated by good business practice; and

   2.3. to establish procedures for members of BASA to be guided in their interpretation of principally POPIA, but also other laws or practices governing the processing of personal information, allowing for complaints against banks to be considered and remedial action, where appropriate, to be taken.

3. The code of conduct governs-

   3.1. the processing of personal information (including consumers information) by banks that are members of BASA in compliance with POPIA and Banks Act, 94 of 1990.

3.2. where appropriate, agreements that may need to be concluded between members of BASA and third parties promoting, and to the extent possible ensuring that personal information is processed in compliance with POPIA; and

3.3. the enforcement by BASA of the provisions of the code of conduct.

4. Affected persons are invited to submit written comments to the Regulator email address: POPIACompliance@inforegulator.org.za. within fourteen (14) days after publication of the notice in the Government Gazette. A copy of the code of conduct will be made available on the Regulator's website, alternatively, a request for a copy of the code may be made by addressing correspondence to email address: POPIACompliance@inforegulator.org.za.

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

NO. 2198 **24 June 2022**

SOUTH AFRICAN COUNCIL FOR THE LANDSCAPE ARCHITECTURAL PROFESSION

registrar@saclap.org.za

The South African Council for the Landscape Architectural Profession (SACLAP) announces its new Council for the period 2022-2026.

The South African Council for the Landscape Architectural Profession (SACLAP) is happy to announce its new Council, as appointed by the Honourable Minister of the Department of Public Works and Infratructure, Mrs Patricia De Lille. The new Council members will serve a four year term of office from 4 March 2022 to 3 March 2026 and are as follows: Landscape professionals contribute to a wide range of projects within and allied to the built environment. Projects range from landscape master planning right through to detail design and implementation of the landscape including construction and maintenance. The projects vary from institutional projects to corporate, recreational and sports facilities, urban and rural facilities, transport facilities, urban planning, landscape restoration and rehabilitation, nature and game parks to house

No.	Statutory Category	Appointed members
	Section3(1)(a) – Registered Professionals	
1.		Mrs Landie Meyer
2.		Mr Willie Mothowamodimo
3.		Mr Bonga Mthembu
4.		Mr Johan Van Rooyen
5.		Dr Kara-Lee Prinsloo
6.		Mr Mashudu Gavhi
	Section 3(1)(b) – State Representatives	
7.		Mr Edward Hutamo
8.		Mr Aphelele Cengimbo
	Section 3(1)(c) – Public Representatives	
9.		Ms Keitumetse Mahlangu
10.		Ms Lesego Maseko

SOUTH AFRICAN RESERVE BANK

NO. 2199 **24 June 2022**

SOUTH AFRICAN RESERVE BANK

Designation of Paycorp Group (Pty) Limited as a clearing system participant

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Designation Notice

Designation as a clearing system participant by the Governor of the South African Reserve Bank (SARB) in terms of section 6(3)(a) of the National Payment System Act 78 of 1998, as amended (NPS Act).

1. Introduction

1.1 The SARB is empowered to designate a clearing system participant in terms of section 6(3)(a) of the NPS Act. Such designation may be made if the designation is in the interest of the integrity, effectiveness, efficiency or safety of the national payment system (NPS).

1.2 The objective of this Designation Notice is to designate Paycorp Group (Pty) Limited (Paycorp) as a designated clearing system participant in the NPS. The designation will enable Paycorp to clear in the manner as contemplated in section 4(2)(d)(i) of the NPS Act.

2. Background of the prospective designated clearing system participant

2.1 Paycorp was founded in 1999 and is majority owned by Actis, which is a leading global growth markets investor in private equity, energy, infrastructure, and real estate. Paycorp is registered with the Companies and Intellectual Property Commission of South Africa and has a footprint in other jurisdictions such as Namibia, Zambia, Hungary, Slovakia, Czech Republic, United Kingdom and Ireland.

2.2 ATM Solutions (Pty) Limited (ATM Solutions), a division of Paycorp, is currently registered with the Payments Association of South Africa (PASA) as a System Operator. ATM Solutions is a large provider of retail automated-teller machines (ATMs) in Southern Africa and over 6 500 ATMs are owned, operated and managed by ATM Solutions worldwide.

2.3 Paycorp currently operates one of the largest third-party financial transaction switches that connects to multiple Southern African banks and has direct links into BankservAfrica, Visa and Mastercard, through ATM Solutions.

2.4 Paycorp seeks to be a preferred payment service provider, accomplishing this through a detailed understanding of its customers' needs, combined with constant innovation, technical competence, entrepreneurial flair and operational excellence. Paycorp's business focus is to broaden and maintain financial inclusion as well as to promote competition, which supports the goals of the SARB's *National Payment System Framework and Strategy – Vision 2025*.

3. Designation

3.1 The SARB considered the provisions of the NPS Act and has deemed it to be in the interest of the safety, efficiency, integrity and effectiveness of the NPS to designate Paycorp as a clearing system participant.

3.2 Therefore, Mr E L Kganyago, the Governor of the SARB hereby with effect from the date of publication in the Government Gazette:

3.2.1 designates Paycorp as a designated clearing system participant in terms of section 6(3)(a) of the NPS Act, subject to the conditions listed in paragraph 4 below; and

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3.2.2 confirms, in terms of section 6(3)(a)(ii) of the NPS Act, that the SARB settlement system participant associated with Paycorp is Sasfin Bank Limited (Sasfin).

4. Conditions

4.1 The aforementioned designation is subject to Paycorp and where specified, Sasfin, adhering to the following conditions, within the time frames to be determined by the SARB.

Paycorp shall:

4.1.1 be a member of Visa and/or MasterCard;

4.1.2 conclude service agreements with the relevant Payment Clearing House System Operators (PCH SOs) through which clearing will be effected;

4.1.3 comply with the entrance and participation criteria to become a member of the payment system management body (PSMB), as referred to in section 3 of the NPS Act and the relevant structures of the PSMB. Furthermore, comply with any other criteria set by the PSMB for clearing system participants;

4.1.4 enter into a mentorship agreement with Sasfin and also comply with any other requirements set by the PSMB and Sasfin for mentorship;

4.1.5 enter into sponsorship agreement with Sasfin as the SARB settlement system participant associated with Paycorp in terms of which Sasfin will settle payment obligations on behalf of Paycorp and comply with any other requirements set by the PSMB and/or Sasfin for sponsorship;

4.1.6 participate in the Debit Card, Credit Card and ATM Payment Clearing Houses (PCHs) as an acquirer, subject to the relevant PCH agreements and clearing rules as well as paragraph 4.1.7 below. Furthermore, Paycorp

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is subject to interchange rates applicable to cards and ATMs as determined by the SARB;

4.1.7 obtain written approval from Sasfin and the SARB, which written approval shall not be unreasonably withheld, prior to participating in a PCH that is not set out in paragraph 4.1.6 above as an acquirer or originator. Provided that written approval is granted, Paycorp must follow the normal process for participation in a PCH;

4.1.8 not issue payment instruments, including the origination of credit card push instructions (CCPI) transactions nor sponsor any third parties in any PCH without the SARB and Sasfin's prior written approval, which written approval shall not be unreasonably withheld;

4.1.9 comply with applicable requirements and any other criteria agreed to between Paycorp and Sasfin, and as specified in the mentorship and sponsorship agreements concluded between said parties;

4.1.10 if and when applicable, terminate participation in a PCH subject to the process for termination determined by the PSMB, and written notice given to Sasfin and the SARB;

4.1.11 monitor Paycorp's settlement volumes and values, and submit monthly reports of such settlement values and volumes to the PSMB and SARB; and

Sasfin shall:

4.1.12 ensure successful User Acceptance Testing with the SARB settlement system operator and compliance with any other requirements to be imposed by the SARB settlement system operator, to ensure seamless settlement.

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4.2 The conditions listed above apply exclusively for the designation of Paycorp as a designated clearing system participant. The conditions may be varied, revoked or new conditions may be imposed by the SARB by way of a notice in the Government Gazette.

Signed at Pretoria on this 17 day of June 2022

Lesetja Kganyago

.....

Mr E L Kganyago
Governor
South African Reserve Bank

This gazette is also available free online at **www.gpwonline.co.za**

SOUTH AFRICAN REVENUE SERVICE

NO. 2200 **24 June 2022**

PUBLIC NOTICE IN TERMS OF SECTION 23*(f)* OF THE TAX ADMINISTRATION ACT, 2011 (ACT NO. 28 OF 2011) WITH REGARDS TO COMMUNICATION OF CHANGES IN PARTICULARS

In terms of section 23*(f)* of the Tax Administration Act, 2011, I, Edward Christian Kieswetter, Commissioner for the South African Revenue Service, hereby prescribe, in the Schedule hereto, additional details required.

E C KIESWETTER
COMMISSIONER: SOUTH AFRICAN REVENUE SERVICE

Schedule

1. General

Any term or expression in this notice to which a meaning has been assigned in a "tax Act" as defined in section 1 of the Tax Administration Act, 2011, or the Regulations on Domestic Reverse Charge Relating to Valuable Metal, issued in terms of section 74(2) of the Value-Added Tax Act, 1991, ("the Act") has the meaning so assigned.

2. Communication of changes in particulars

A registered vendor or representative vendor contemplated in section 46 of the Act is required to update its VAT registration status, within 21 business days from—

(a) the earlier of implementation of the domestic reverse charge or the date that a supply of valuable metal is made which is subject to the domestic reverse charge, to indicate that such vendor makes supplies of valuable metal that are subject to the domestic reverse charge; or

(b) the date that such vendor permanently ceases to make such supplies to indicate that such vendor no longer makes such supplies or has ceased to carry on all enterprises.

SUID-AFRIKAANSE INKOMSTEDIENS

NO. 2200 **24 June 2022**

OPENBARE KENNISGEWING INGEVOLGE ARTIKEL 23*(f)* VAN DIE WET OP BELASTINGADMINISTRASIE, 2011 (WET NO. 28 VAN 2011) TEN OPGTIGE VAN KOMMUNIKASIE VAN VERANDERINGE IN BESONDERHEDE

Ingevolge artikel 23*(f)* van die Wet op Belastingadministrasie, 2011, bepaal ek, Edward Christian Kieswetter, Kommissaris van die Suid-Afrikaanse Inkomstediens, hiermee in die aangehegte Bylae, ander besonderhede wat vereis word.

E C KIESWETTER
KOMMISSARIS: SUID-AFRIKAANSE INKOMSTEDIENS

Bylae

1. Algemeen

Enige woord of uitdrukking in hierdie kennisgewing vervat waaraan ’n betekenis ingevolge ’n “Belastingwet” soos omskryf in artikel 1 van die Wet op Belastingadministrasie, 2011, of die “Regulations on Domestic Reverse Charge Relating to Valuable Metal”, ingevolge artikel 74(2) van die Wet op Belasting op Toegevoegde Waarde, 1991, (“die Wet”) geheg is, dra die betekenis daaraan toegeskryf.

2. Kommunikasie van verandering in besonderhede

’n Geregistreerde ondernemer of verteenwoordigende ondernemer in artikel 46 van die Wet beoog, word vereis om die ondernemer se BTW registrasie status op te dateer, binne 21 besigheidsdae vanaf—

(a) die vroegste van die implementering van die “domestic reverse charge” of die datum wat ’n lewering van kosbare metaal wat onderhewig aan die “domestic reverse charge” is, gemaak is, ten einde aan te dui dat sodanige ondernemer lewerings van kosbare metaal maak, wat onderhewig aan die “domestic reverse charge” is; of

(b) die datum wat sodanige ondernemer permanent staak om sodanige lewerings te maak om aan te dui dat sodanige ondernemer nie langer sodanige lewerings maak nie of gestaak het om alle bedrywighede te bedryf.

DEPARTMENT OF WATER AND SANITATION

NO. 2201 **24 June 2022**

INKOMATI USUTHU CATCHMENT MANAGEMENT AGENCY

NATIONAL WATER ACT, 1998

NOTICE OF THE ESTABLISHMENT OF THE CATCHMENT MANAGEMENT STRATEGY (CMS) OF THE INKOMATI USUTHU CATCHMENT MANAGEMENT AGENCY IN TERMS OF SECTION 8(5) OF THE NATIONAL WATER ACT, 1998 (ACT NO. 36 OF 1998)

I, Lucky Charles Mohalaba, in my capacity as the Chief Executive Officer of the Inkomati Usuthu Catchment Management Agency, hereby, in terms of section 8(5) of the National Water Act, 1998 (Act No 36 of 1998), publish the summary of the proposed catchment management strategy for the Inkomati Usuthu Catchment Management Agency hereunder –

The proposed Catchment Management Strategy consists of the following chapters and list of annexures:

1 INTRODUCTION AND BACKGROUND
1.1 Establishment
1.2 Legislative Framework
1.3 Powers and Functions of the CMA
1.4 Mandate of the IUCMA
1.5 Funding of the CMA
1.6 Institutional Arrangements
1.7 Catchment Management Strategy (CMS), Review and Update

2 OVERVIEW OF THE WATER MANAGEMENT AREA (WMA)
2.1 Sabie-Sand Catchment
2.2 Crocodile Catchment
2.3 Komati Catchment
2.4 Usuthu Catchment
3 Situation assessment
3.1 Hydrological overview
3.2 Land use within WMA
Ecological Importance
International Obligations

Strategic Importance
3.3 Water Availability Assessment in the WMA
Surface water
Groundwater

3.4 WATER QUALITY STATUS WITHIN WMA
Water Quality status for Ecological Water Requirement (EWR) Sites

River Eco-status
3.4.2.1 Sabie-Sand Catchment
3.4.2.2 Crocodile Catchment
3.4.2.3 Komati Catchment
3.4.2.4 Usuthu Catchment

3.5 STATUS OF WATER USE AUTHORISATION
Water Use Authorisation (WUA)
Water Use Authorisation (WUA) Systems
WUA Statistics
3.5.3.1 Water Use Licencing
3.5.3.2 General Authorisations (GAs)
3.5.3.3 Existing Lawful Use (ELU)

3.6 Validation and Verification (ELU Declaration)
Former Inkomati Water Management Area (WMA)
Usuthu Catchment

3.7 COMPLIANCE MONITORING AND ENFORCEMENT
Status of Mining Activities within WMA
3.7.1.1 Crocodile Catchment
3.7.1.2 Sabie-Sand Catchment
3.7.1.3 Komati Catchment
3.7.1.4 Usuthu Catchment
3.8 Compliance Status of Wastewater Treatment Works (WWTW) within WMA

3.9 STAKEHOLDER ENGAGEMENT WITHIN THE WMA
3.10 Status of Revenue and Billing
Revenue Collection
Tariffs
Status of Other Income and Expenditure
3.10.3.1 Other Income
3.10.3.2 Expenditure

4 REVIEW OF THE CATCHMENT MANAGEMENT STRATEGY

4.1 CMS DEVELOPMENT

4.2 RISKS, CHALLENGES AND OPPORTUNITIES IDENTIFIED IN THE WMA
Risks
Challenges
Opportunities
5 VISIONING PROCESS
5.1 STRUCTURE AND USE OF THIS STRATEGY DOCUMENT
5.2 VISION, MISSION, AND VALUES
6 CURRENT Strategic Objectives

7 REVIEW OF THE STRATEGIC PRIORITY AREAS

8 STRATEGIC AREAS for implementation of the CMS

8.1 ENSURE EFFECTIVE, EFFICIENT AND SUSTAINABLE MANAGEMENT OF AVAILABLE WATER RESOURCES

Strategic Measure A: Development and Management of Functional Data Monitoring Network
8.1.1.1 Background and Context
Strategic Measure B: Integrated Planning and Operation of Water Resources Systems
Strategic Measure C: Water Allocation Plan (WAP)
8.1.3.1 Background and Context
Strategic Measure D: Reducing Water Demand through Implementation of Water Conservation and Demand Management (WC/WDM) Principles
8.1.4.1 Background and Context
Strategic Measure E: Climate Change Resilience Strategy
8.1.5.1 Background and Context
Strategic Measure F: Water Allocation Reform (WAR) Strategy
8.1.6.1 Background and Context
Strategic Measure G: Ensure effective Water Quality Monitoring
8.1.7.1 Background and Context
Strategic Measure H: Processing of Water Use Authorisation (WUA)
8.1.8.1 Background and Context
Strategy Measure I: Co-operative Governance
8.1.9.1 Background and context
Strategy Measure J: Validation and Verification
8.1.10.1 Background and Context
Strategic Measure K: Ensure Improved Water Quality, Compliance to Authorised Abstraction Limits/ Water Use Licence (WUL) Conditions
8.1.11.1 Background and Context
8.2 ENSURE COLLABORATIVE AND CO-ORDINATED IWRM FOR WISE SOCIO-ECONOMIC DEVELOPMENT

Strategic Measure A: Establish Water User Associations (WUA) and Develop a Stakeholder Relations and Engagement Plan

8.3 PROMOTE AND PURSUE AN INTERNATIONAL DEVELOPMENTAL AGENDA.
Strategic Measure A: Participate in Transboundary and International Water Resources Agreements
8.3.1.1 Background and Context
8.4 PROMOTE KNOWLEDGE GENERATION AND DISTRIBUTION
Strategic Measure A: Improve Communication and Information Management
8.4.1.1 Background and Context
Strategic Measure B: Improve Reporting and Information Sharing
8.4.2.1 Background and Context
8.5 ENSURE EFFECTIVE AND EFFICIENT MANAGEMENT OF IUCMA RESOURCE
Strategic Measure A: Improved and Effective Human Resources Capability
8.5.1.1 Background and Context
Improved and Effective Human Resources Capability
Strategic Measure B: Effectiveness of the Institution’s Risk Management Systems, Practices and Procedures
Strategic measure C: Effective Internal Audit
8.5.3.1 Background and Context
Effective Internal Audit
Strategic Measure D: Effective information technology and data management systems

8.5.4.1 Background and Context
Strategic Measure E: Improve Water Authorisation Registration Management System (WARMS)
8.5.5.1 Background and Context
Strategic Measures E: Improving revenue collection
8.5.6.1 Background and Context
9 References

Annexure A: Water quality status trends within WMA.
Annexure B: Stakeholder attendance statistics within WMA.

The proposed Catchment Management Strategy of the Inkomati-Usuthu Catchment Management Agency, as contemplated in section 8 (1) of the National Water Act, 1998, can be viewed from the IUCMA website at www.iucma.co.za and will be lying for inspection at:

Inkomati Usuthu Catchment Management Agency (IUCMA)
Maxsa Building
13 Streak Street
Nelspruit

All interested persons are invited to comment in writing on the proposed Catchment Management Strategy, which is available for a comment for a period of 30 days. All such comments must be addressed to:

The Chief Executive Officer
Inkomati Usuthu Catchment Management Agency (IUCMA)
Private Bag X11214
Mbombela
1200

For attention: Mr. G Nevari

Email: nevarig@iucma.co.za
Tel: 013 753 9000
Cell: +27 82 932 3169



MR L C MOHALABA
CHIEF EXECUTIVE OFFICER
INKOMATI USUTHU CATCHMENT MANAGEMENT AGENCY
DATE: 09 June 2022

GENERAL NOTICES • ALGEMENE KENNISGEWINGS

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NOTICE 1102 OF 2022

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

Notice is hereby given in terms of Section 11 (1) of the Restitution of Land Rights Act 1994 (Act 22 of 1994) as amended, that a Land Claim for Restitution of Land Rights has been lodged by Ms. Maria Elizabeth Dorothea Gambino as the Original Dispossessed Person (ODI) for Erf 2666 Simon's Town situated in the City of Cape Town under Cape Town Metro, Western Cape

Reference Number	:	G496
Dispossessed Party	:	Ms. Maria Elizabeth Dorothea Gambino
Claimant	:	Mrs. Fatima Kiel
Property Description	:	Erf 2666 Simon's Town, City of Cape Town
Extent	:	5.5ha
Capacity	:	Tenancy
Date of Occupation	:	1946
Date of Dispossession	:	1973
Current Owners	:	Republic of South Africa
Date Submitted	:	31 December 1998

The Regional Land Claims Commission investigated this claim in terms of provisions of the Act. Any party who has an interest in the above-mentioned land is hereby invited to submit, within 15 days from the publication of this notice, any comments / information to: The Regional Land Claims Commission: Western Cape, Private Bag X9163, Cape Town, 8000, Tel no: (021) 4090300 and Fax no: (021) 424-5146

Mr. L. H. Maphutha
Regional Land Claims Commissioner

APPROVED .....

DATE 2022/04/28

CHECKED.....

DATE 05/4/2022

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NOTICE 1103 OF 2022

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

An amendment notice is hereby given in terms of Section 11A(4) of the Restitution of Land Rights Act, 1994 (No. 22 of 1994), as amended, that a claim (F402) for the restitution of land rights has been submitted to the Office of the Regional Land Claims Commissioner: Western and Northern Cape. The particulars regarding this claim are as follows:

Area	:	Cederberg local municipality, Cape West Coast District Municipality, Western Cape
Property	:	[The claim lodgement form describes the subject properties as ``Andriesgrond, Augusberg and Elizabethsfontein'' submitted as part of the Clanwilliam community claim] The subject land (above) is properly described as Andriesgrond 204 – portions 0, 1, 2, 3 & 4 Augsberg 197 – portion Remaining Extent/5: now consolidated in portion 17 Elizabethsfontein 59 – portion 3 (now in portion 32) and portion 16 (now in portion 32)
Claimant	:	Abraham Wilhelm April
Current owners	:	Clanwilliam Beleggings CC; Old Town Inv 271 Citrusdal Beleggings Pty Ltd.; Republiek van Suid Afrika; Jan Disseldorp Beleggings cc
Claim reference number	:	A834

The Commission on Restitution of Land Rights will investigate the claim in terms of provisions of the Act in due course. Any party who has an interest in the above-mentioned land is hereby invited to submit, within 60 days form the publication of this notice, any comments/information to:

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

Mr. L.H. Maphutha
Regional Land Claims Commissioner

APPROVED .....
DATE 2022/03/22
CHECKED .....
DATE 2022/03/22

CONTINUES ON PAGE 130 OF BOOK 2

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DEPARTMENT OF EMPLOYMENT AND LABOUR

NOTICE 1103 OF 2022

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICE

SOUTH AFRICAN ROAD PASSENGER BARGAINING COUNCIL: THE MAIN COLLECTIVE AGREEMENT

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby, in terms of section 32(7) of the Labour Relations Act, 1995, cancel Government Notice No. R.366 of 18 June 2021 with effect from the second Monday after the date of publication of this notice.

MR TW NXESI MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 03/06/2022

UMNYANGO WEZEMISEBENZI NABASEBENZI

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

UKUHOXISWA KWESAZISO SIKAHULUMENI

SOUTH AFRICAN ROAD PASSENGER BARGAINING COUNCIL: ISIVUMELWANO ESIYINGQIKITHI

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe Wezemisebenzi Nabasebenzi ngokwesigaba 32(7) soMthetho Wobudlelwano KwezabaSebenzi ka-1995 ngihoxisa iSaziso sikaHulumeni esingunombolo R.366 somhlaka 18 kuNhlangulana 2021 kusukela ngomSombuluko wesibili emva kokushicilelwa kwalesisaziso.

MNUMZANE TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI EZABASEBENZI
USUKU: 03/06/2022

DEPARTMENT OF EMPLOYMENT AND LABOUR

LABOUR RELATIONS ACT, 1995

SOUTH AFRICAN ROAD PASSENGER BARGAINING COUNCIL: EXTENSION TO NON-PARTIES OF THE MAIN COLLECTIVE AGREEMENT

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **South African Road Passenger Bargaining**, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry with effect from the second monday after publication until **31 March 2023** or until replaced by a subsequent agreement.

MR TW NXESI MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 03/06/2022

UMNYANGO WEZEMISEBEBNZI NEZABASEBENZI

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

SOUTH AFRICAN ROAD PASSENGER BARGAINING COUNCIL: UKWELULELWA KWESIVUMELWANO PHAKATHI KWABAQASHI NABASEBENZI ESIYINGQIKITHI SELULELWA KULABO ABANGEYONA INGXENYE YESIVUMELWANO

Mina, **THEMBELANI WALTERMADE NXESI**, onguNgqongqoshe Wezemisebenzi neZabasebenzi, ngokwesigaba 32(2) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa kwi **South African Road Passenger Bargaining,** ngokwesigaba 31 soMthetho Wobudlelwano KwezabaSebenzi, ka 1995 esibopha labo abasenzayo, sizobopha abanye abaqashi nabasebenzi kuleyoMboni, kusukela ngomSombuluko wesibili emuva kokushicilelwa kwalesisaziso kuze kube isikhathi esiphela ngomhlaka **31 kuNdasa 2023** noma kufikela ngesikhathi sibuyiselwa ngesinye isivumelwano.

MNUMZANE TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI EZABASEBENZI
USUKU: 03/06/2022

SCHEDULE

THE SOUTH AFRICAN ROAD PASSENGER BARGAINING COUNCIL (SARPBAC)

MAIN COLLECTIVE AGREEMENT

in accordance with the provisions of the Labour Relations Act 66, 1995, made and entered into by and between the

SOUTH AFRICAN BUS EMPLOYER'S ASSOCIATION

And

COMMUTER BUS EMPLOYER'S ORGANISATION

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

SOUTH AFRICAN TRANSPORT AND ALLIED WORKERS UNION

NATIONAL UNION OF METAL WORKERS OF SOUTH AFRICA

And

TRANSPORT AND ALLIED WORKERS UNION OF SOUTH AFRICA

(hereinafter referred to as the "employees" or the "trade unions"), of the other part,

being the parties to the South African Road Passenger Bargaining Council (SARPBAC)

(hereinafter referred to as the "Bargaining Council")

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1. SCOPE OF APPLICATION AND PERIOD OF AGREEMENT

1.1. SCOPE OF APPLICATION

The terms of this agreement shall be observed in the Road Passenger Transport Trade as defined hereunder in the Republic of South Africa:

1.1.1 '**Road Passenger Transport Trade**' or 'trade' means the trade in which employers and their employees are associated for the purpose of conveying for reward on any public road any person by means of a power-driven vehicle (other than a vehicle in possession and under the control of Transnet) intended to carry more than 16 persons simultaneously including the driver of the vehicle and includes all operations incidental or consequential thereto."

1.1.2 Notwithstanding the provisions of sub-clause 1.1.1, the terms of this agreement shall: -

a. apply to all employees for whom wages are prescribed in this agreement and to employers of such employees.

1.2. TERM OF THE AGREEMENT

This Agreement shall come into operation for the parties to this Agreement on 1 April 2022 and for non-parties on such date as may be decided upon by the Minister of Employment and Labour in terms of section 32 of the Labour Relations Act 66 of 1995 (LRA) and shall remain in force until 31 March 2023 or until replaced by a subsequent agreement and shall be applicable to all Eligible Employees and their Employers.

2. DEFINITIONS

Unless the context otherwise indicates, any expressions which are used in this Agreement and which are defined in the Labour Relations Act, 1995, shall have the same meaning as in that Act and for the purposes of this Agreement an Employee shall be deemed to be in the job title in which he is wholly or mainly engaged; further, unless inconsistent with the context:

"**Bargaining Council**" means the South African Road Passenger Bargaining Council (SARPBAC);

"**Basic Wage**" means the amount of money payable to an Employee in respect of his/her ordinary hours of work;

"Bus" means a power-driven vehicle intended to carry more than 16 persons, including the driver of the vehicle;

"Day" means the period of 24 hours from midnight to midnight. Provided that in the case of a member of the operating staff it shall mean a period of 24 consecutive hours calculated from the time the Employee commences work;

"Daily wage" means an Employee's hourly rate multiplied by the Employee's ordinary hours of work in a day;

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"Eligible Employee" means an individual, other than an individual who is part of an Employer's Management, Supervisory or Management Support Staff, who works in the Road Passenger Transport Trade and who is in the employment of an Employer.

"**Employee**" for the purpose of this agreement means "Eligible Employee"

"**Employer**" means an individual, company or organisation that employs or provides work for any person or employs an Eligible Employee in the Road Passenger Transport Trade;

"**Hourly Rate**" means an Employee's hourly rate of pay;

"**Job Title**" means the position occupied by an Employee within an Employer's organisation;

"**Management Staff**" mean those individuals who are responsible for the management of the business or a division, department, depot, section or workshop within such a business. Business owners, directors and/or persons holding positions of assistant manager, or any more senior position within an Employer's staff structure, fall within the definition of this category of staff;

"**Management Support Staff**" means those individuals' providing support services within a business. Individuals involved in the auditing, accounting, personnel administration, payroll, recruitment, welfare, public relations, secretarial and/or information technology functions as well as those with insurance claim processing, disciplinary activities or security services (other than individuals working as security guards) fall within the definition of this category of staff;

"**Minimum Hourly Rate**" means the minimum basic hourly rate of pay applicable to a specific job as reflected in "Annexure A";

"Monthly wage" means an Employee's Weekly Wage multiplied by 52 and divided by 12;

"**Operating Staff**" means a bus driver, bus driver-conductor, checker/regulator, conductor, dispatcher/transport officer, inspector, point controller, clip card seller, ticket office Employee, senior inspector, senior dispatcher/transport officer, senior checker/regulator;

"**Ordinary Hours of Work**" means the hours of work prescribed in clause 6 or if by agreement between Employer and his Employee the latter works a lesser number of hours, such shorter hours, and includes:

(a) all periods during which an Employee is obliged to remain at his post in readiness to commence or proceed with his work; and

(b) all time spent by a bus driver or bus driver-conductor on work connected with the bus or the passengers and all time spent by a driver of a motor vehicle on work connected with the vehicle or its load, but does not include any meal interval, sleep-over period or any time for which a subsistence allowance is payable to an Employee ,if during such period, the Employee does no work other than remaining in charge of the vehicle;

"**Overtime**" means that portion of any period worked by an Employee during any week or on any day which is longer than his weekly or daily ordinary hours of work, as the case may be, but does not include any period during which an Employee works for his Employer on a paid holiday, on his weekly day off as referred to in Clause 6.5 of this Agreement, or on a Sunday;

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"**Paid Holiday**" means New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day, Day of Goodwill and any other day declared to be a paid public holiday in terms of the Public Holidays Act No. 36 of 1994;

"Registration" means Registration by companies or Employers falling within the Road Passenger Transport Trade as defined in this agreement of the particulars (name, employee number and identity number) of all Eligible Employees with SARPBAC as required by the Department of Employment and Labour.

"**Retirement Fund**" shall mean a fund established in terms of the Pension Funds Act no 24 of 1956;

"**Short-time**" means a temporary reduction in the number of ordinary hours of work owing to slackness in trade, inability to operate normal services, a breakdown of plant, machinery, a bus or buses or a breakdown or threatened breakdown of buildings;

"**Spread-over**" means the period in any day from the time an Employee commences work until he ceases work for that day;

"**Subsidised Contract**" means a contract between an Employer and government in terms of which the Employer receives a subsidy in return for rendering prescribed services and is liable for the payment of penalties for non-performance.

"**Supervisory Staff**" means those individuals' exercising supervisory control and who are responsible for the activities and/or work performance of Employees falling within the ambit of such control. Individuals occupying a position such as assistant manager or higher in the administration function, charge hand or higher in the engineering function, chief inspector or higher in the traffic function, chief operator or higher in the traffic control function or assistant chief ticket office clerk or higher in the revenue receiving function fall within the definition of this category of staff;

"**Terminally Ill Employee**" means a permanent Employee who has been diagnosed by a company appointed and/or approved certified specialist physician as suffering from a terminal disease;

"**Week**" in relation to an Employee, means the period of seven days within which the working week of the Employee ordinarily falls.

"Weekly wage" means an Employee's hourly rate multiplied by the ordinary hours worked in a week.

3. **ACROSS THE BOARD INCREASE**

An across-the-board increase on the hourly rate of all Employees, for the term of the Agreement, will apply as follows:

3.1. The base rate of pay for the purpose of this clause will be the hourly rate payable to Employees immediately preceding the commencement date of this Agreement.

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3.2. An across-the-board increase of 6% on the base rate of pay will become due from the 1 April 2022 for parties and for non-parties on a date determined by the Minister, until 31 March 2023 or until replaced by a subsequent agreement and shall be applicable to all Eligible Employees and their Employers.

4. MINIMUM HOURLY RATE

4.1. The minimum hourly wage for Employees will not be less than R42.86 per hour from 1 April 2022 for parties and for non-parties on a date determined by the Minister.

5. JOB TITLES, GRADES, MINIMUM HOURLY RATES

5.1. The provisions of this Agreement shall apply to the job titles set out in Annexure A, which specifies:

5.1.1. The definition applicable to each job title.

5.1.2. The various occupations within the trade which are encompassed within the job title.

5.1.3. The peromnes grade range applicable to such job title.

5.1.4. The minimum hourly rate applicable to such job title.

5.2. Where an Employer's entry level hourly rate in respect of new Employees is greater than the minimum hourly rate specified in Annexure A, the Employer shall be entitled to maintain such entry level hourly rate without increase.

6. ORDINARY HOURS OF WORK AND OVERTIME

6.1. **Ordinary hours of work** – Ordinary hours of work shall not exceed 45 hours in any week.

6.2. **Averaging of hours** – Notwithstanding the provisions of this Agreement, an Employer may conclude a collective agreement which permits the Employer to average the ordinary hours of work and overtime of Employees over a period of up to 4 months, provided:

6.2.1. That the Employer may not require or permit an Employee who is bound by the collective agreement to work more than:

a) An average of 45 ordinary hours of work in a week over the agreed period.

b) An average of 5 hours overtime in a week over the agreed period.

6.2.2. That the collective agreement lapses after 12 months.

6.2.3. That the proviso referred to in sub-paragraph 6.2.2 above only applies to the first two collective agreements concluded in terms of this clause.

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6.3. **Meal interval** – An Employer shall not require or permit an Employee to work continuously for more than five hours, without a meal interval, of not less than 30 minutes, during which interval, such Employee shall not be required or permitted to perform any work and such interval shall not form part of the ordinary hours of work or overtime.

6.4. **Rest intervals** – An Employer shall grant to his Employee, other than a member of the operating staff, a rest interval of not less than 10 minutes as nearly practicable in the middle of each first work period and second work period of the day, and during such interval the Employee shall not be required or permitted to perform any work and such interval shall be deemed to be part of the ordinary hours of work of the Employee.

6.5. **Weekly day off** – An Employer shall grant to every Employee at least one full day off during every seven consecutive days.

6.6. **Spread-over** – In the case of a member of the operating staff the ordinary hours of work, including the meal interval where applicable, and all overtime, shall on any day be completed within a spread-over of 14 hours.

6.7. **Overtime -** Employees working overtime will be compensated at a rate of 1.5 times their normal hourly rate on an ordinary day and double their normal hourly rate on a working day off.

6.8. **Sunday** – Employees working on a Sunday which is not their weekly day off will be compensated at a rate of 1.5 times their normal rate for each hour worked on the Sunday.

6.9. **Limitation of overtime**:

6.9.1 An Employer shall not require or permit an Employee to work overtime, otherwise than in terms of a collective agreement or an agreement concluded with the Employee.

6.9.2. The maximum permitted overtime may not exceed 15 hours per week.

6.10. **Set-off** – Where in any one week an Employee absents himself/herself from work during any or all of the ordinary hours of a shift or shifts, without authority, any overtime worked by the Employee shall be paid at the Employee's ordinary rate of pay for a period equivalent to the period of such absence.

6.11. **Rest period** – An Employer shall grant the Employee, other than a member of the operating staff, a daily rest period of a least 12 consecutive hours between the Employee ending and recommencing work.

6.12. **Short-time** – An Employer shall be entitled to implement short-time upon notice to Employees in which event the provisions of clause 35.4.4 will apply.

7. **SCHEDULING OF WORK**

7.1. Employers have the right to schedule Employees for all ordinary hours of work in any day and/or week at ordinary rates of pay.

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7.2. Schedules may make provision for waiting/standby periods, to the extent decided by the Employer, which periods may, amongst other duties, include driving, special hires, attendance at training courses or meetings.

7.3. Employers may amend schedules provided that 7 days' notice is given prior to the implementation of such new schedules.

8. **TRAINING**

Where training is provided outside of the Employee's normal working hours, Employees required to attend such training will not be remunerated for the first 24 hours of such training in any given calendar year.

9. **SUBSISTENCE & TRAVEL ALLOWANCE**

9.1. An Employee, who is away from his Employer's establishment on special hire/charter duties or on instructions from his Employer and is, as a consequence thereof and at the instruction of the Employer, required to sleep out, will be paid an allowance of R700.03 for each night that the employee is required to sleep out to cover the costs of meals and accommodation.

9.2. An Employee, who is away from his Employer's establishment, for more than 7 hours 20 minutes, on special hire/charter duties or on the instruction of the Employer but is not required/instructed by the Employer to sleep out, will be paid a meal allowance of R10.29 per hour for each completed hour of such special hire/charter or absence.

9.3. The above allowances will not be paid where, in terms of the Employer procedures, the Employer or a third party provides accommodation and/or food, pays for such expenses directly or where accommodation and/or food are made available at no cost to the Employee.

10. **NIGHT-SHIFT ALLOWANCE**

A night-shift allowance of R10.29 per hour will be payable to Employees for the work performed between 20:00 and 03:00

11. **TOOL ALLOWANCE**

An allowance of R49.93 will be paid to Employees who, as a requirement of the Employer, are in possession of the applicable tool kit complying with the Employer's specifications.

12. **CROSS BORDER EXPENSES AND ALLOWANCES**

When an Employee is required by the Employer to cross the South African National border into a foreign country, the Employer will:

12.1 Reimburse the Employee for the required expenses of obtaining a passport, visa, medical certificate and medication.

12.2 Pay the Employee who is away from the Employer's establishment on special hire/charter duties or on the instruction of the Employer and is as a consequence thereof

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and at the instruction of the Employer required to sleep out outside of South Africa, an allowance of R796.11.

12.3 Pay an Employee, who is away from his Employer's establishment, for more than 7 hours and 20 minutes on special hire/charter duties or on the instruction of the employer but is not required/instructed by the Employer to sleep out outside the border of South Africa, a meal allowance of R12.07 for each completed hour of such special hire/charter or absence.

12.4 The above allowance will not be paid where in terms of the Employer's procedures, the Employer or a third party provides accommodation or food or pays for the food directly and where food and accommodation are available at no cost to the Employee.

12.5 Where this clause applies, then clause 9 does not apply.

13. **DUAL DRIVER ALLOWANCE**

Employers engaged in scheduled intercity services, where two Coach Driver are required on the vehicle as a result of the distance to be travelled, shall pay an allowance of R424.00 per month to each Coach Driver who had engaged in such services for the pay period concerned.

14. **CELL PHONE ALLOWANCE**

Where Employees are required by the Employer to use his personal cell phone the full actual expense will be reimbursed.

15. **PART TIME ADULT BASIC EDUCATION AND TRAINING INSTRUCTORS**

All Employees who, on a part time basis, perform the work of Adult Basic Education and Training (ABET) instructors will receive an allowance R12.00 for each hour of ABET instruction.

16. **PROFESSIONAL DRIVING PERMIT/LICENSE**

16.1 Employees who are required by the Employer to have a Professional Driving Permit will receive a 100% refund in respect of the cost of the successful renewal of the Professional Driving Permit and the cost of the card that is replaced at the same time as the Professional Driving Permit renewal. Where a medical examination is required for the renewal of the Professional Driver Permit, such medical examination shall, for those individuals employed after 31 March 2004, be performed by a medical doctor of the Employer's choice

16.2 Individuals employed before 1 April 2004 may use a medical doctor of the Employee's choice for the medical examination referred to above, in which event the Employee will be responsible for the cost thereof.

16.3 Should an Employee contest the medical finding of the company appointed doctor, such Employee will have the right to undergo, at the Employee's cost, a further medical examination by a doctor of the Employee's choice.

16.4 Should the medical opinion of the doctor appointed by the Employee differ from that of the doctor appointed by the company, the Employee shall be entitled to seek a third

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medical examination. If the Employee does not exercise such right within 14 days, the medical finding of the company appointed doctor will stand. For the purpose of conducting the third medical examination, the parties will establish an agreed panel of doctors. In the event that such third medical examination is sought, the medical opinion obtained from a panel doctor for this purpose will be final and binding.

16.5 Should the panel doctor's opinion confirm the company appointed doctor's opinion, the cost of the third medical examination will be for the account of the Employee.

Should the panel doctor's opinion confirm the Employee appointed doctor's opinion, the cost of the third medical examination will be for the account of the Employer.

16.6 All Employees who are required by their Employer to be in possession of a valid driver's license of the appropriate code and/or professional driving permit (PrDP) are required to obtain from the relevant authorities documented proof of the validity of such licenses and/or PrDP, if requested to do by the Employer and to present such documents to the Employer.

17. **LEGAL ASSISTANCE**

17.1 When an Employee, acting in the course and scope of his employment, is involved in a motor vehicle accident in a company vehicle, and is subsequently charged with commission of a criminal offence arising out of the accident, the Employer will provide legal assistance by granting an interest free loan up to a maximum of R 10 000.00.

17.2 The Employer will appoint a lawyer in such cases. Such loans will be repaid in instalments by the Employee immediately. If eventually found not guilty, the Employer will refund the amount already deducted from the Employee's pay.

17.3 The provision of legal assistance is extended to a security guard with a company-issued firearm who is charged with commission of a criminal offence arising from the use of the firearm whilst on duty.

18. **ANNUAL LEAVE**

18.1 Annual leave cycle means the period of 12 months employed with the same Employer, immediately following:

18.1.1 an Employee's commencement of employment; or

18.1.2 the completion of that Employee's prior leave cycle.

18.2 An Employer must grant an Employee at least 21 consecutive days of annual leave, on full remuneration, in respect of each annual leave cycle. This means:

18.2.1 15 working days for Employees working a 5 day week.

18.2.2 18 working days for Employees working a 6 day week.

18.3 An Employer may reduce an Employee's entitlement to annual leave by the number of days of occasional leave on full remuneration granted to the Employee at the Employee's request in that leave cycle.

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19. **SICK LEAVE**

19.1 Sick leave cycle means the period of 36 months' employment with the same Employer immediately following:

19.1.1 an Employee's commencement of employment; or

19.1.2 the completion of the Employee's prior sick leave cycle.

19.2 During every sick leave cycle, an Employee is entitled to an amount of paid sick leave equal to the number of days the Employee would normally work during a period of six weeks.

19.3 Despite sub-clause 19.2, during the first six months of employment, an Employee is entitled to one day's paid sick leave for every 26 days worked.

19.4 During an Employee's first sick leave cycle, an Employer may reduce the Employee's entitlement to sick leave in terms of sub-clause 19.2 by the number of days' sick leave taken in terms of sub-clause 19.3.

19.5 An Employer must pay an Employee for a day's sick leave:

19.5.1 the basic wage the Employee would ordinarily have received for the ordinary hours of work on that day; and

19.5.2 on the Employee's usual payday.

19.6 An agreement may reduce the pay to which an Employee is entitled in respect of any day's absence in terms of this clause if:

19.6.1 the number of days of paid sick leave is increased at least commensurately with any reduction in the daily amount of sick pay; and

19.6.2 the Employee's entitlement to pay:

19.6.2.1 for any day's sick leave is at least 75 percent of the basic wage payable to the Employee for the ordinary hours the Employee would have worked on that day; and

19.6.2.2 for sick leave over the sick leave cycle is at least equivalent to the Employee's entitlement in terms of sub-clause 19.2.

20. **INFORMING EMPLOYER OF ABSENCE AND PROOF OF INCAPACITY**

20.1 Where an Employee is unable to attend work as a result of ill health, the Employee shall be obliged to inform the Employer of this fact within 24 hours of taking ill.

20.2 The Employee shall submit a sick certificate, signed by a medical practitioner who is registered with a professional council established by an Act of Parliament to his Employer, stating the nature of the illness and the duration of Employee's absence.

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20.3 This sick certificate shall be submitted within 48 hours of the Employee going absent due to illness.

21. **LEAVE FOR TERMINALLY ILL EMPLOYEES**

A terminally ill Employee who requires treatment designed to counter the effects of the defined condition will be provided with terminally ill leave subject to the following conditions:

21.1 The leave will be made available solely for the purpose of hospitalisation or treatment that will require more than 2 days of absence as prescribed by a company appointed and/or approved certified specialist physician.

21.2 The Employee will be allowed a maximum of 18 working days leave in any one year at normal basic rates of pay.

21.3 The Employee must, prior to any leave being granted in terms of this clause, first have exhausted all his/her sick leave.

21.4 An Employee will be required to provide the Employer with prior notice of every treatment session as well as written proof, from the institution providing the prescribed treatment, of having undergone such treatment.

21.5 Where companies provide sick leave in excess of the combined benefits that would accrue from clause 18 of this agreement and this clause, Employees working for such companies will not be entitled to the terminally ill benefit as provided for herein.

21.6 Leave provided in terms of this clause is not cumulative.

22. **MATERNITY LEAVE**

Female Employees will be entitled to 16 weeks paid maternity leave at a rate of 37% of the Employee's basic wage, commencing 1 month prior to the expected date of confinement. Such Employee is also, at the time of her confinement and at her option, entitled to a further period of 10 weeks unpaid leave.

23. **FAMILY RESPONSIBILITY LEAVE**

Employees will be entitled to a maximum of 8 days paid family responsibility leave per annum, for which documentary proof may be required by an Employer. Family responsibility leave may be applied for in respect of the following:

23.1 A maximum of 5 days compassionate leave may be granted in respect of the death of a spouse, life partner, parent, parent in law, grandparents, grandchildren, direct or adopted child or direct sibling.

23.2 A maximum of 3 days leave may be granted to an Employee whose child is born or sick; or to a spouse for the care of a mother who is ill relating to the confinement within a period of a year.

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24. **STUDY LEAVE**

Employees shall be entitled to paid study leave as follows:

24.1 2 days prior to and 1 day on the day of the examination per approved course, subject to a maximum of 15 days per annum for approved courses.

24.2 Approved course (as referred to in Annexure "D") for purposes of this clause, means a course approved in line with the existing company policy or a course included in the SARPBAC list of "Accredited Courses"

24.3 Study leave benefits are only applicable to examinations in courses undertaken at registered institutions of higher learning within South Africa.

24.4 Eligibility for the above benefit shall be subject to: -

24.4.1 Applications for Study Leave in terms of clause 24, setting out the details of the course(s) of study and the educational institution must be received by the Employer not later than January in the year which the course(s) of study are to be undertaken.

24.4.2 Applications will be considered by the Employer in accordance with the Employer's operational requirements (the ability of the employer to efficiently and effectively operate its business)

24.4.3 Employees whose applications are approved must, at least one month prior to embarking on any study leave in terms of clause 24, provide the employer with documentary proof of the employee's eligibility to write the exam.

24.5 Should a dispute arise out of the application of clause 24, the matter must be dealt with in terms of the companies' grievance procedure.

25. **RETIREMENT FUND**

25.1 Membership of Retirement Fund is compulsory in respect of all Employees.

25.2 The Employer's contribution to such fund shall not be less than 10% of the Employee's basic wage.

23.3 The Employee's contribution to such fund shall not be less than 7.5% of the Employee's basic wage.

26. **BONUS**

26.1 Employees who are in the service of their Employer on the first day of December in any calendar year, shall be paid a bonus equivalent to one month's basic wages, provided that such bonus will be calculated pro rata to an Employee's service where the Employee is engaged for a period of less than 12 months immediately preceding the first day of December.

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26.2 Employees who leave the service of the Employer prior to the 1st of December in any one year, will be paid a pro rate portion of the bonus referred to above provided that the termination of their service is as a result of any one of the following:

26.2.1 the Employee being declared medically unfit to continue employment; or

26.2.2 the Employee attaining normal retirement age; or

26.2.3 the employment relationship being terminated for operational reasons; or

26.2.4 the death of the Employee.

26.3 Any Employer seeking exemption from the provisions of this clause as a consequence of financial reasons shall be obliged to follow the exemption procedure detailed in Annexure C.

27. **CONTRACT PENALTIES**

Where an Employee is found to be directly responsible for a penalty being imposed on the Employer because of the non-compliance with the terms and conditions of a subsidised contract, the Employee will be required to reimburse the Employer to the extent of the penalty incurred, up to a maximum of R200.00 per incident. Such reimbursement shall be deducted from the basic wage of the Employee.

28. **RETRENCHMENT/SEVERANCE PACKAGE**

28.1 Where an Employee is eligible for severance pay following dismissal for operational requirements, this shall be calculated on a basis of two weeks' severance pay for each completed year of service. (this issue is not to be raised again as a demand by organized labour unless future legislative changes necessitate alignment)

28.2 Provided that the provisions of this Agreement shall not supersede the provisions of any other common law agreement which may be binding upon Employers and/or Employees in relation to the payment of a severance pay following upon dismissal for operational requirements.

29. **FARE INCREASES**

Employees will not obstruct, act against or undermine fare increases in any manner. Only Employees who, as part of their normal duties, are required to promote fare increases will be required by the Employer to do so. Employees will not be disciplined for refusing to promote fare increases where this is not part of their normal duties.

30. **TRADE UNION NATIONAL RETIREMENT FUNDS**

It is agreed that labour's demand that Employees be allowed to move to national union retirement funds, be referred in its entirety to company level. Plant level meetings with labour representatives and other relevant parties and stakeholders will be held for this purpose.

31. **STATUS QUO**

All substantive terms and conditions of employment and benefits that were applicable at an Employer as at the effective date of this agreement and are not regulated by the agreement,

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shall remain in force and effect. Further any existing substantive terms and condition of employment and benefits that were applicable as at the effective date of this agreement at a level higher/better than regulated in the agreement, such higher/better terms and conditions of employment and benefits shall continue to apply.

Therefore, no Employer shall reduce such substantive conditions of employment and benefits to the level of what is contained in the Main Agreement.

32. **PROHIBITION OF EMPLOYMENT**

An Employer shall not:

32.1 employ any person under the age of 15 years.

32.2 require or permit any female Employee to work during the period commencing 1 month prior to the expected date of her confinement and ending 2 months after the date of her confinement, unless a medical practitioner who is registered with a professional council established by an Act of Parliament certifies that the Employee is fit to resume work earlier.

33. **NOTICE OF TERMINATION OF CONTRACT**

Other than where individual contracts of employment provide for a longer notice period, the Employer or the Employee, other than a casual Employee, who desires to terminate the contract of employment, shall give:

33.1 during the first four weeks of employment, not less than one workday's notice of termination of contract;

33.2 after the first four weeks of employment, not less than one week's notice of termination of contract.

34. **CERTIFICATE OF SERVICE**

On termination of employment an Employee is entitled to a certificate of service stating:

34.1 the Employee's full name;

34.2 the name and address of the Employer;

34.3 a description of the Bargaining Council by which the Employer's business is covered;

34.4 the date of the commencement and the date of termination of employment;

34.5 the title of the job or a brief description of the work for which the Employee was employed at the date of termination;

34.6 the Employee's remuneration at date of termination; and

34.7 if the Employee so requests, the reason for termination of employment.

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35. **KEEPING OF RECORDS**

35.1 Every Employer must keep a record containing at least the following information:

35.1.1 the Employee's name and occupation;

35.1.2 the time worked by each Employee;

35.1.3 the remuneration paid to each Employee;

35.1.4 the date of birth of any Employee under 18 years of age; and

35.1.5 any other prescribed information.

35.2 A record in terms of sub-clause 35.1 must be kept by the Employer for a period of three years from the date of the last entry in the record.

35.3 No person may make a false entry in a record maintained in terms of sub clause 35.1 above.

35.4 An Employer who keeps a record in terms of this clause is not required to keep any other record of time worked and remuneration paid as required by any other employment law.

36. **PAYMENT OF REMUNERATION**

36.1 Any amount due to an Employee shall, in accordance with company policy, be paid weekly, fortnightly or monthly in cash, or by direct deposit into an account designated by the Employee.

36.2 Any remuneration paid in cash must be given to each Employee:

36.2.1 at the workplace or at a place agreed to by the Employee;

36.2.2 on the designated pay day; and

36.2.3 in a sealed envelope.

36.3 An Employer must give an Employee the following information in writing on each day that an Employee is paid:

36.3.1 the Employer's name;

36.3.2 the Employee's name and occupation;

36.3.3 the period for which the payment is made;

36.3.4 the Employee's gross remuneration;

36.3.5 the amount and description of any deduction made from the remuneration;

36.3.6 details of overtime and other earnings; and

36.3.7 the actual nett pay.

36.4 Save as provided for in terms of this Agreement, no Employer shall levy any fines against the Employee nor may he make any deductions from the Employee's remuneration other than:

36.4.1 with the written consent of the Employee;

36.4.2 whenever an Employee is absent from work, other than at the direction of his Employer, a deduction proportionate to the period of his absence and calculated on the basis of the basic wage of the Employee in respect of his ordinary hours of work at the time of such absence, subject to any set-off which may be applicable in terms of clause 6.8 above;

36.4.3 a deduction of any amount which an Employer by law or order of any competent court or by collective agreement is required or permitted to make;

36.4.4 whenever the ordinary hours of work are reduced because of short-time as defined, a deduction not exceeding the amount of the Employee's hourly basic wage in respect of each hour of such reduction. Provided that:

a) such deduction shall not exceed one third of the Employee's weekly/monthly wage, as the case may be, irrespective of the number of hours by which the ordinary hours of work are thus reduced;

b) no deduction shall be made in the case of short-time arising out of slackness of trade or inability to operate normal services unless the Employer has given his Employee notice on the previous workday of his intention to reduce the ordinary hours of work;

c) no deduction shall be made in the case of short-time owing to a breakdown of plant, machinery, a bus or buses or a breakdown or threatened breakdown of buildings, in respect of the first hour not worked, unless the Employer has given his Employee notice on the previous day that no work will be available;

36.4.5 with written consent of an Employee, a deduction of any amount which an Employer has paid or has undertaken to pay to:

36.4.5.1 a registered financial institution, local authority or the State in respect of a payment on a loan granted to such Employee to acquire a dwelling;

36.4.5.2 any organisation or entity in respect of the rent of a dwelling occupied by such Employee;

36.4.6 with the written consent of an Employee, a deduction towards the repayment of any amount loaned or advanced to the Employee by the Employer. Provided that any such deduction shall not exceed one third of the total remuneration due to the Employee on the pay-day concerned and provided further that no such deduction shall be made in respect of any period during which the Employee's basic wage is reduced in terms of paragraph 36.4.4.

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36.4.7 with the written consent of an Employee, a deduction towards the repayment of any amount loaned or advanced to the Employee by a third party whom the Employer has approved for the purposes of advancing loans.

37. **DESIGNATED AGENTS**

37.1 One or more persons shall be appointed by the Council as agent(s) to assist in enforcing the terms of this Agreement.

37.2 The Council may, in terms of Section 33 of the Act, request the Minister of Employment and Labour to appoint any person as a designated agent of the Council.

37.3 A designated agent shall have the powers conferred on a commissioner by Section 142 of the Act, except the powers conferred by Section 142(1) (c) and (d).

38. **APPLICATIONS FOR EXEMPTION AND APPEALS AGAINST DECISIONS OF THE EXEMPTION PANEL**

The procedures to be adopted in applying for exemption, and appealing against a decision of the exemption panel, are set out in Annexure C to this Agreement.

39. **DISPUTE PROCEDURE**

Dispute procedures are detailed in Annexure B to this Agreement.

40. **LEVIES**

40.1 Employees for whom minimum basic wages are prescribed an amount of R6.33 per week or R27.43 per month of an Employee's normal basic wage shall be deducted by an Employer from the basic wage of every Employee.

40.2 Other Employees in the bargaining unit for which minimum basic wages are not prescribed, but who qualify for the across the board increases as per clause 3.2, an amount of R6.33 per week or R27.43 per month of an Employee's normal basic wage shall be deducted from the basic wage of every Employee, in his or its employ who works one or more days a week.

40.3 To the amounts deducted in terms of clause 40.1 and 40.2, the Employer shall add a like amount and pay the total by no later than the 7th of each month over to the Council together with the schedules at Ground Floor, Stonefountain House, 95 Klipfontein Road, Rondebosch, 7700, or into the Council's bank account: SARPBAC, First National Bank, Account no. 62289781752, Branch Code 202409.

41. **ADMINISTRATION OF AGREEMENT**

The Council shall be the body responsible for the administration of this Agreement, and may issue expressions of opinion and rulings not inconsistent with the provisions thereof for the guidance of Employers and Employees.

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42. **APPLICATION OF AGREEMENT**

No Employer which is bound by the terms of any Collective Agreement concluded by SARPBAC shall be compelled by industrial action, litigation or otherwise to negotiate on matters contained in such Collective Agreement at any other level during the currency of such Agreement.

43. **REGISTRATION**

All Employers operating in the Road Passenger Transport Trade who employs Eligible Employees in terms of this Agreement are compelled to register with the South African Road Passenger Bargaining Council.

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ANNEXURE A

JOB TITLES, GRADES, MINIMUM HOURLY RATES

Job Title	Purpose Statement	Occupations Included	Range of Grades	Minimum Rate Per Hour with the coming into operation of the Agreement until 31 March 2023
Artisan	Qualified artisan who holds the relevant trade papers. Artisan could include Diesel Mechanic, Auto Electrician, Body Builder, Painter, Welder and Spray Painter. Typical work would include the service, repair, maintenance, upgrade of vehicles/components, inspections. Conducts road tests, recovers breakdowns, and identifies / diagnoses faults/defects. Artisans may supervise and assist in training unqualified staff.	Artisan, Artisan Auto Electrician, Artisan Body Builder, Auto Electrician, Body Builder, Mechanic, Diesel Mechanic, Painter, Spray Painter, Trimmer, Welder.	P13-P10	R 86.06
Bus Driver	Drives a bus to transport passengers on scheduled services over established routes. Controls lighting, heating and ventilation for the passengers. Observes prescribed speeds, traffic, travelling conditions and signals to ensure the safe arrival of passengers. Ensures passengers arrive at destinations on time. Holds the appropriate licence and a PrDP. This category is restricted to commercial contracts which are not subsidized by government.	Bus Driver	P15-P14	R 50.46
Cabin Attendant	Provides assistance to passengers on a Luxury Coach. Tasks include serving of refreshments and ensuring passengers experience a comfortable journey.	Cabin Attendant	P14	R 75.94
Canteen Attendant	Maintains the cleanliness of the canteen and assists in the preparation and serving of food and beverages. Keeps the canteen clean and tidy.	Canteen Assistant Meals, Canteen Assistant Tea, Canteen Attendant	P18-P17	R 42.86
Cashier	Receives cash from drivers and/or ticket sellers and banks all cash received.	Cashier, Cashier - Ex DC.	P14-P12	R 58.19

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Cleaner	Cleans and maintains office / yard / workshop / buses / vehicle parts / bellows, utilising the appropriate cleaning agents and cleaning tools.	Bellow Cleaner, Bus Cleaner, Bus Washer, Office Cleaner, Steam Cleaner, Steam Jenny Cleaner, Workshop Cleaner, Yard Cleaner.	P19-P18	R 42.86
Clerk	Performs administrative / clerical / stores / technical duties. Tasks may include filing, recording of data, copying, typing, handling petty cash, ordering of stationery/groceries, reporting, receiving and issuing of stock/parts or stock-taking. Additional duties may include attending to client queries/complaints, supervising and/or coordinating the workload of subordinates and/or operating on a senior administrative level.	Clerk, Assistant Contract Clerk, Receiving and Recon Clerk, Tyre Clerk, Taco Clerk, Operations Clerk, Planning Clerk, Terminal Clerk, Private Hire Clerk, Reservations Clerk, Scheduling Clerk, Technical Clerk, Waybill Clerk, Contract Clerk, Revenue Office Assistant, Special Hire Clerk, Stores Clerk, Engineering Clerk, Senior Clerk, Senior Store Clerk, Systems Clerk. Data Capturer.	P15 - P11	R 53.16
Cook	Prepares and serves meals to staff members. Compiles a weekly menu and assists in canteen administration. Supervises Canteen Attendants.	Chef	P15	R 60.73
Despatcher	Books and despatches drivers on allocated routes to ensure buses depart on schedule and executes administrative-related functions. Duties may include signing on/off shifts for Bus Drivers, reporting of any incidents and analysing the AM and PM operation.	Depot Despatcher, Despatcher, Sub Depot Despatcher.	P13 - P12	R 65.79

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Driver / Conductor	Drives a bus or luxury coach to transport passengers on the scheduled services over established routes. May issue tickets and collect fares. Controls lighting, heating and ventilation for the passengers. Observes prescribed speeds, traffic, travelling conditions and signals to ensure safe arrival of passengers. Ensures that passengers arrive at destinations on time. Holds the appropriate licence and a PrDP. Includes all BRT operations.	Driver / Conductor, Duty Bus Driver, Luxury Coach Driver, Coach Driver, OMO.	P14-P12	R 65.79
Driver Instructor	Provides training to drivers and conducts evaluations on drivers.	Driver Instructor, Driver Training Instructor.	P12 - P11	R 75.94
ETM Technician	Services, repairs and maintains Electronic Ticket Machines.	ETM Repairer, ETM Technician, Wayfarer Mechanic, Setright Mechanic, Senior Setright Mechanic.	P14 - P10	R 55.69
Forklift Driver	Operates a forklift to move equipment within the premises.	Forklift Driver	P18	R 55.69
Fuel Attendant	Refuels buses /company vehicles.	Fuel Attendant, Diesel/Fuel Attendant.	P17-P16	R 42.86
Gardener	Maintains gardens, lawns, shrubs and trees. Loads and unloads goods and materials. May provide assistance in the washing of company cars and cleaning of windows.	Gardener, Garden Labourer, General Worker	P18	R 42.86
Handyman	Performs general building maintenance and repair work for plumbing, electrical, building and paving activities.	Handyman, Handyman Building Maintenance, Handyman Electrical	P16-P11	R 58.19
Help Desk Administrator	Handles passenger complaints, issues refund-vouchers to passengers, issues trip vouchers, assists passengers with dead tags, records customer complaints, visits head office and provides feedback	Help Desk Administrator	P14	R 73.65

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Hospitality Representative	Meets and greets clients at airports and ensures that the correct vehicles are boarded.	Hospitality Representative	P13	R 52.97
Inspector	Executes and carries out inspection duties to investigate irregularities and ensure compliance to company policy - performs physical vehicle checks, evaluates driver compliance, monitors scheduled trips and audits the issuing of tickets and the collection of revenue.	Inspector	P13 - P11	R 66.00
Maintenance Assistant	Assists a qualified Artisan and has sufficient relevant experience to perform the work required.	Semi-skilled Body Builder, Semi-skilled Electrician, Semi-skilled Mechanic, Semi-skilled Shift Mechanic; Junior Body Builder, Junior Electrician, Junior Glazier, Junior Mechanic, Junior Body Builder, Junior Spray Painter, Operative B.	P14-P13	R 60.73
Maintenance Technician	Unqualified Artisan who is able to perform all technical duties not performed by an Artisan (auto electrician/body builder/diesel mechanic), but does not have the qualification (i.e. trade certificate).	B Artisan (Auto Electrician, Body Builder, Diesel Mechanic), Workshop Operative, Honorary Artisan, Auto Elec Operative, Body Shop Operative, Operative A.	P13-P12	R 66.00
Messenger	Delivers and collects mail / documents and runs errands as required by the operation. May be required to drive a motorcycle or vehicle and hold the applicable license.	Messenger	P18-P15	R 42.86

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Mobile Driver	Drives a light motor vehicle to transport personnel to and from the required location. Holds a code 08 (EB) license.	Mobile Driver	P18-P15	R 42.99
Porter	Loads and off loads luggage at major centres in an intercity environment.	Porter	P19	R 42.86
Receptionist	Performs front desk duties, operates the switchboard to attend to incoming calls, receives visitors to the organisation and responds to general enquiries. Performs clerical duties when required e.g. photocopying, handling mail, handling faxes.	Receptionist, Receptionist/Switchboard Operator, Switchboard Operator.	P14	R 55.69
Regulator	Records arrival and departure times of buses at terminal points to ensure buses keep to routes and schedules. Liaises with passengers on the service provided.	Regulator, Point Controller.	P14-P12	R 48.09
Route Controller	Ensures that specific routes are covered for passengers to arrive on time at destinations.	Route Controller	P12 - P11	R 121.41
Security Guard	Patrols and guards company assets and personnel and provides secure access control to the property.	Security Guard, Gatekeeper.	P17 - P16	R 45.58
Senior Cashier	Supervises Cashiers in the receipt and banking of cash received. Tasks include reconciling cash to ticket sales, liaising with customers, controlling safes, ensuring the smooth running of equipment at depots and conducting periodic depot spot checks.	Senior Cashier, Chief Cashier, Senior Cashier T/Seller	P13-P12	R 66.00
Senior Inspector	Supervisors a team of inspectors, works according to a pre-determined schedule and performs adhoc investigations. Liaises with passengers and driver conductors. Carries out a census.	Senior Inspector	P12-P11	R 75.94
Senior Regulator	Supervises operational duties of Regulators, maintains an effective passenger information system and monitors passengers at platforms.	Senior Regulator, Senior Point Controller.	P12-P13	R 66.00

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Shunter Driver	Moves buses on company premises and between sections for maintenance activities. Road test buses as and when required by Artisans and workshop supervisors. Parks buses in stipulated areas. Drives buses through bus wash machines. Drives vehicles onto and off pits. Requires the applicable license.	Shunter Driver, Shunter Driver-Maintenance.	P16-P15	R 45.58
Stores Driver	Performs driving duties for stores e.g. collection of parts and other store items. Requires the applicable license.	Stores Driver	P15	R 42.86
Storeman	Establishes and maintains minimum and maximum stock levels, controls and checks the delivery of stock, issuing of parts and spares, keeps stock cards up to date, receives and books out spares, performs stock take, conducts spot checks on stocks, etc.	Storeman, Storeman Buyer, Storeman / Counterhand.	P15 - P12	R 55.69
Stores Assistant	Assists the Storeman with the issuing and receiving of parts in the store, physically moves stock (packing, unpacking) and drives a forklift to load and unload spares from delivery vehicles. Requires the applicable licence.	Stores Assistant	P16-P14	R 53.38
Tea Person	Make tea and coffee and wash dishes	Tea Person	P18	R 42.86
Technical Driver	Performs driving duties for the Technical Department inclusive of shunting vehicles from the wash bay to check pits and to the workshop, fuelling of vehicles, taking vehicles for COF and towing busses in for repairs. Requires the applicable licence.	Technical Driver	P15	R 42.86
Terrain Controller	Supervises the dispensing of diesel, oil and water. Supervises, shunting, parking and despatching of buses. Supervises the cleaning and washing of the exterior and interior of buses. Supervises the cleaning of the yard, offices, buildings, equipment and premises.	Terrain Controller, Yard Supervisor.	P13 - P12	R 85.16

Ticket Admin Clerk	Performs cashier and ticket selling duties, inclusive of selling trips and tags to passengers and the maintenance of stock. Handles cash, cashes up drivers' modules, drivers' tickets and standby waybills, pays in at a Cashier, cashes up daily sales. Is responsible for the banking of money, assisting customers with complaints, checking that ETM's are working and reporting defaults, requesting stock, stationery and float, and rotating between depots.	Ticket Admin Clerk, Ticket Office Clerk, Admin Clerks (Tickets).	P14-P13	R 58.19
Ticket Seller	Sells tickets to passengers from a mobile vehicle or at a point identified by the company. May require the applicable license.	Ticket Seller, Pre Seller, Season Ticket Seller.	P14-P12	R 58.19
Transport Officer	Signs Bus Drivers/ Driver Conductors On & Off. Reports any incidents that have a negative effect on the smooth running of the operation in the occurrence book. Analyses the AM and PM Operation.	Transport Officer	P11	R 66.00
Typist	Types documents and performs clerical duties for a department, e.g. Operations.	Typist, Typist Clerk.	P15-P13	R 58.19
Tyre Attendant	Removes and replaces tyres on vehicles. Checks tyres for defects, damage and pressures. Removes and inspects rims for damage and replaces rims.	Tyre Attendant, Tyre Operator.	P17-P14	R 42.86
Tyre Controller	Supervises tyre attendants and ensures optimal work output.	Tyre Supervisor	P13	R 85.16
Workshop Assistant	Assists a qualified artisan in the trade (Body Builder, Auto Electrician, Vehicle Checker, Greaser, Diesel Mechanic and Spray Painter) through supplying the correct tools, cleaning of components, and assisting with the service, repair, maintenance and upgrade of vehicles/components. Performs general housekeeping in keeping the work area safe and clean. Not an apprentice. Reports into an Artisan.	Trade Worker P15 & P16. Trade Assistant: Auto Electrician, Trade Assistant Diesel Mechanic, Handyman Assistant, Mechanical Shop Assistant, Assistant Electrician, Assistant Glazier, Workshop	P19-P15	R 42.86

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		Assistant, Workshop Operator Assistant, Builder Assistant, Assistant Mechanic, Assistant Spray Painter, Auto Electrical Assistant, Grade C and D Operatives, Electrical Shop Assistant, Body Shop Assistant, Artisan Assistant, Greaser, General Worker, Labourer, Tyre Shop Assistant, Upholstery Assistant, Vehicle Checker.		

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ANNEXURE "B"

DISPUTE RESOLUTION

1. **DISPUTE**

A dispute is any disagreement relating to matters of interest or right between: -

1.1 two or more Parties to this Constitution or

1.2 an individual Employer(s) and any Eligible Employee(s) or

1.3 SARPBAC by way of its Agents or any other person so appointed by SARPBAC and an Employer and/or Employee and/or Employers' Organisation(s) and/or Trade Union(s) for failure to comply with the provisions of this Constitution and/or one or more of the SARPBAC's Agreements or:

in connection with the interpretation and/or application of SARPBAC's Constitution and/or Collective Agreements, organizational rights, disputes about unfair dismissals or unfair labour practices and all other disputes required, in law, to be resolved by SARPBAC.

2. **DISPUTE RESOLUTION AGENCY**

SARPBAC may appoint a dispute resolution agency or agencies to assist with the management of the dispute resolution function of SARPBAC and reference in this appendix to SARPBAC shall, where such agency or agencies have been appointed, be read as reference to such appointed agency or agencies.

3. **DISPUTE RESOLUTION PANELS**

3.1 SARPBAC shall establish and maintain regional panels of Commissioners, who are accredited conciliators and/or arbitrators, to carry out the conciliation and/or arbitration functions of SARPBAC.

3.2 The panels shall have a sufficient number of properly qualified Commissioners to handle disputes without undue delay and in an effective and efficient manner.

3.3 The appointed dispute agency or agencies shall provide names of possible Commissioners from which SARPBAC will select the various regional panels.

3.4 SARPBAC may, at any stage and after a thorough investigation as to the reasons submitted for the removal of a Commissioner by any Party, decide to remove an individual from a panel.

4. **REFERRAL OF DISPUTES**

4.1. Parties to SARPBAC, as also Parties who fall within the registered scope SARPBAC, may refer a dispute to SARPBAC should the dispute not be resolved at plant level and a Party to the dispute wish to take the matter further.

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4.2. Disputes shall only be referred to SARPBAC after Parties to the dispute have complied with and exhausted all plant level dispute resolution procedures and failed to resolve the dispute.

4.3. A Party may refer a dispute to SARPBAC if:-

4.3.1 there is no plant level Collective Agreement or if the plant level Collective Agreement does not provide dispute procedures

4.3.2 the procedure provided for in the plant level Agreement is inoperative

4.3.3 a Party to the dispute has frustrated the resolution of the dispute in terms of the plant level procedures

4.4. A Party wishing to refer a dispute to SARPBAC for conciliation, Conciliation/Arbitration and/or arbitration must do so in writing, by completing SARPBAC's referral form setting out the details of the dispute and lodging the referral form, duly signed, together with all other required documentation with SARPBAC within the allowed time frame.

4.5. The referring Party must, when lodging a dispute with SARPBAC, attach documented proof that a copy of the referral form has been served on all other Parties to the dispute.

4.6. SARPBAC shall, on receipt of a referral and having satisfied itself as to the compliance of the referral with agreed procedures and time frames, appoint a Commissioner from the panel to conciliate, conciliate/arbitrate or arbitrate the dispute, as the case may be, and arrange the venue, date and time for the matter to be heard.

4.7. Disputes, including dismissal disputes, must be lodged with SARPBAC within thirty (30) days of the date on which the Act giving rise to the dispute occurred or, if at a later date, within thirty (30) days of all the plant level, internal dispute resolution procedures have been complied with and exhausted.

4.8. Unfair labour practice disputes must be lodged with SARPBAC within ninety (90) days of the date that the alleged unfair labour practice occurred.

4.9. SARPBAC shall refuse to accept a late referral unless, and until, an application for Condonation has been lodged with SARPBAC in terms of Clause 6 of this appendix.

5. **TIME PERIODS**

For the purpose of calculating any period of time in terms of these dispute resolution procedures:-

5.1 a day means any day of the week including Saturdays, Sundays and Public Holidays but excludes the period from the 16th December of any year to the 7th January of the following year, both days inclusive.

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5.2 the first day is excluded and the last day is included, subject to Clause 5.1 above.

6. **CONDONATION FOR LATE REFERRAL**

6.1 Late referral applies to any document, including a referral or an application document, lodged with SARPBAC outside of the time period prescribed in the Act or this appendix.

6.2 A Party lodging a late referral and/or document must apply for Condonation at the same time as lodging such late referral and/or document.

6.3 An application for Condonation must set out the grounds for seeking Condonation and must include details of the following:-

6.3.1 the degree of lateness

6.3.2 the reasons for the lateness and degree of fault

6.3.3 the referring Party's prospects of succeeding with the dispute and obtaining the relief sought against the other Party or Parties

6.3.4 any prejudice to the other Parties and

6.3.5 all other relevant factors.

6.4. SARPBAC shall not accept any late referral without a Condonation application being attached to such late referral together with documented proof that all other Parties to the dispute have been notified about the late referral and application for Condonation.

6.5. Once a Condonation application has been submitted the responding Party or Parties must, should they wish to oppose such application, lodge written objections thereto within fifteen (15) days of receipt of the notice of such Condonation application.

6.6. A Commissioner will be appointed and will consider the late application and any objections lodged against the said application within fifteen (15) days after the date allowed, in terms of Clause 6.5 above, for submission of objections to such late referral and Condonation application.

7. **SERVING OF DOCUMENTS ON PARTIES**

The Party referring a dispute to SARPBAC must serve copies of such referral on each and every other Party to the dispute by:-

7.1. handing a copy of the referral documents to the person(s) that is Party to the dispute or

7.2. handing a copy of the referral document to the person(s) authorised in writing to accept service on behalf of each of the Parties to the dispute or

7.3. faxing a copy of the referral document to all other Parties to the dispute or

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7.4. sending a copy of the referral document by registered post to each of the other Parties to the dispute or

7.5. sending a copy of the referral document by courier to each of the other Parties to the dispute or

7.6 sending a copy of the referral document by e-mail to each of the other Parties to the dispute.

8. **LODGING DOCUMENTS WITH SARPBAC**

8.1 The Party declaring the dispute must lodge the required dispute referral document and all supporting documentation with SARPBAC by:-

handing the documents to an Official of SARPBAC or

faxing the documents to SARPBAC or

sending the documents by registered post to SARPBAC or

sending the documents by Courier to SARPBAC or

sending a copy of the documents by e-mail to SARPBAC.

8.2 Documents will only be considered lodged with SARPBAC on the date on which SARPBAC actually receives such referral documents.

8.3 It is the sole responsibility of the referring Party to ensure the timely delivery of the documents to SARPBAC and to verify receipt of the documents by SARPBAC.

9. **REPRESENTATION AT DISPUTE PROCEEDINGS**

9.1. A Party to a dispute must appear in person at the dispute proceedings before SARPBAC but may, in addition, be represented by:-

9.1.1. a Legal Practitioner or labour law consultant subject to agreement between the Parties or

9.1.2. a member, Official or office bearer of a registered Trade Union, that the Party was a member of at the time the dispute arose or

9.1.3. an Official or office bearer of a registered Employer's association that the Party was a member of at the time the dispute arose or

9.1.4. a director, employee, trustee or partner of the Employer Party or

9.1.5. if proceedings are brought, or opposed, by more than one Party by another party to the dispute.

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9.2. Despite clause 9.1.1 above, if the dispute is about the fairness of a dismissal and a Party has alleged that the reason for the dismissal relates to the Employee's conduct or incapacity, the Parties are not entitled to be represented by a Legal Practitioner in the proceedings unless:-

9.2.1. the Commissioner and the other Parties consent to such an arrangement;

9.2.2. the Commissioner concludes that it is unreasonable to expect the Party to deal with the dispute without legal representation, after considering the nature of the questions of law raised by the dispute, complexity of the dispute, public interest and/or the comparative ability of the opposing Parties or their representatives to deal with the dispute.

10. **JOINING OF PARTIES TO PROCEEDINGS**

10.1. SARPBAC or a Commissioner may join any number of persons as Parties in proceedings, if the right to relief depends on substantially the same question of law or fact.

10.2. A Commissioner may make an order joining any person as a Party in the proceedings if the Party to be joined has a substantial interest in the subject matter of the proceedings.

10.3. A Commissioner may make an order in terms of Clause 10(2) above

10.3.1 on the Commissioner's own accord or

10.3.2 on application by a Party or

10.3.3 if a person entitled to join the proceedings applies at any time during the proceedings to intervene as a Party.

10.4. An application to join any person as a Party to proceedings must be accompanied by copies of all documents previously delivered unless the person concerned or that person's representative is already in possession of the documents.

10.5. Subject to any order made in terms of Clause 10.2 above, a joiner in terms of this clause does not affect any steps already taken in the proceedings.

11. **CORRECTING THE CITATION OF A PARTY**

If a Party to any dispute proceedings has been incorrectly or defectively cited, SARPBAC may, on application by the Parties and on notice to the Parties concerned, correct the error or defect.

12. **CONSOLIDATION OF DISPUTES**

12.1. SARPBAC or Commissioner, of their own accord or on application, may consolidate more than one dispute so that the disputes may be dealt with at the same dispute proceedings.

12.2. Disputes will be consolidated if they are of a similar nature and/or originating from the same incident.

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13. **DISCLOSURE OF DOCUMENTS**

Any Party may request a Commissioner at a dispute hearing to make an order requiring any other Party to the dispute to disclose all relevant documents.

14. **FAILURE TO ATTEND PROCEEDINGS**

14.1. The Parties to a dispute must attend the conciliation, Conciliation/Arbitration or arbitration in person, irrespective of whether or not they are represented by third parties.

14.2. If a Party to a dispute fails to attend the dispute proceedings before SARPBAC, and that party.

14.2.1. has referred the dispute to SARPBAC, a Commissioner may dismiss the matter by issuing a written ruling or

14.2.2. has not referred the matter to SARPBAC, the Commissioner may:-

14.2.2.1. continue with the proceedings in the absence of that Party or

14.2.2.2. adjourn the proceedings to a later date not more than sixty (60) days from such adjourned proceedings

14.3. A Commissioner must be satisfied that all Parties have been properly notified of the date, time and venue of the proceedings, before making any decision in terms of Clause 14(2).

14.4. If a Party or Parties fail to appear at the time scheduled for commencement of the arbitration hearing the Commissioner will postpone the proceedings for thirty (30) minutes. If a Party or Parties, after expiry of thirty (30) minutes, still fail to appear, the Commissioner will make a decision in terms of Clause 14(2).

14.5. If a matter is dismissed, SARPBAC must send a copy of the ruling to the parties.

14.6. The Commissioner may award costs in accordance with the provisions of Section 138(10) of the LRA, and shall be obliged to award costs against the Party whose non-attendance results in the matter being postponed, in the absence of such party providing compelling reasons for non-attendance.

15. **UNREPRESENTED APPLICANTS WITHOUT CONTACT DETAILS**

15.1 An unrepresented applicant who intends to refer a dispute to SARPBAC and who does not have a postal address or fax number or email must hand deliver the referral form to SARPBAC.

15.2 If a referral form as contemplated in clause 15.1 above is received SARPBAC must provide the applicant with a case number and written instructions to contact SARPBAC by telephone or in person, within seven days of the date of referral, in order for SARPBAC to notify the applicant of the details of the hearing.

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15.3 The administrator who notifies the applicant of the hearing in terms of clause 15(2) above must record on the case file and on the case management system that the applicant has been notified of the details of the hearing.

15.4 The record made in terms of clause 15.3 above will constitute proof that the applicant was notified of the hearing.

16. **RECORDINGS OF DISPUTE PROCEEDINGS**

16.1 The Commissioner must keep a record of:-

16.1.1 evidence given in an arbitration hearing

16.1.2 sworn testimony given in any proceedings before the Commissioner; and

16.1.3 any arbitration award or ruling made by the Commissioner.

16.2 The record may be kept by legible hand-written notes or by means of an electronic recording

16.3 A Party may request a copy of the transcript of a record or a portion of a record kept in terms of Clause 16(1) above, on payment of the costs of the transcription

16.4 After the person who makes the transcript of the record has certified that it is correct, the record must be returned to SARPBAC

16.5 The transcript of a record certified as correct in terms of Clause 16(3) above is presumed to be correct, unless the Labour Court decides otherwise.

17. **ISSUING OF A SUBPOENA**

17.1 Any Party, who requires SARPBAC or a Commissioner to subpoena a person in terms of section 142(1) of the Act, must file a completed subpoena form, requesting a subpoena together with a written motivation setting out why the evidence of the person to be subpoenaed is necessary.

17.2 An application in terms of Clause 17(1) above must be lodged with SARPBAC at least ten (10) days before the arbitration hearing, or as directed by the Commissioner hearing the arbitration

17.3 SARPBAC or a Commissioner may refuse to issue a subpoena if:-

17.3.1. the Party does not establish why the evidence of the person is necessary or

17.3.2. the Party subpoenaed does not have a reasonable period in which to comply with the subpoena

17.3.3. SARPBAC or a Commissioner is not satisfied that the Party has made arrangements to pay the reasonable travel costs of the person subpoenaed.

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17.4. A subpoena must be served on the witness that is subpoenaed:-

17.4.1 by the person who has requested the subpoena or by the Sheriff at least seven (7) days before the scheduled date of the arbitration and

17.4.2 if so directed by SARPBAC, accompanied by payment of the prescribed witness fees for one day in accordance with the tariff of allowances published by notice in the Gazette in terms of section 142(7) of the Act and the witnesses' reasonable travel costs

17.4.3. Clauses 17.3.3 and 17.4.2 above do not apply if SARPBAC in terms of section 142(7)(c) of the Act has waived the requirement for the Party to pay witness fees.

18. **CONCILIATION OF DISPUTES OF INTEREST**

This section applies to Disputes of Interest referred to SARPBAC. SARPBAC's jurisdiction in Disputes of Interest is limited to conciliation. In regard to conciliation of such disputes the following shall apply:

18.1 Notice by SARPBAC of a conciliation meeting

18.1.1 After receiving a referral in terms of Clause 4, SARPBAC must give the Parties at least twenty-one (21) days' notice in writing of a conciliation hearing, unless the Parties agree to a shorter period of notice.

18.1.2 SARPBAC will give notice by fax, registered post or email, depending on the information provided by the Parties.

18.2 Failure to attend conciliation by a Party

18.2.1 The Parties to a dispute must attend the conciliation.

18.2.2. If a Party to a dispute fails to attend conciliation, the Commissioner may deal with it in terms of Clause 14.

18.3 If conciliation fails to resolve a Dispute of Interest that has been referred to SARPBAC in terms of Clause 4 of this appendix and a certificate has been issued by the Commissioner stating that the dispute has not been resolved then:-

18.3.1. after of a cooling-off period of thirty (30) days from the date of such certificate, or any extension of this period agreed to between the parties to the dispute.

18.3.2. every Employee, involved in the dispute who has the right to strike in terms of Section 64 of the Act, may embark on such strike action subject to at least forty-eight (48) hours' written notice of the commencement of such strike action being given to the Employer that is party to the dispute or, where more than one

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Employer is party to the same dispute, to SARPBAC and to the Employers' Organisation to which such Employers are members.

18.3.3. every Employer, involved in the dispute who has the right to lock-out in terms of Section 64 of the Act, may commence with such lock-out action subject to at least forty-eight (48) hours' written notice of the commencement of such lock-out action being given to the Trade Union (s) that is party to the dispute or, if there is no such Trade Union, to the Employees concerned unless the issue in dispute relates to a Collective Agreement to be concluded in SARPBAC in which case notice must also be given to SARPBAC.

18.3.4 if the issue in dispute concerns a refusal to bargain, as contemplated in Section 64(2) of the Act, an advisory award must have been made in terms of Section 135(3)(c) of the Act before the notice as provided for in Clauses 18.3.2 and/or 18.3.3 above may be given.

19. **CONCILIATION/ARBITRATION OF DISPUTES OF RIGHT**

All unresolved Disputes of Right, including disputes about the fairness of a dismissal or a dispute about an unfair labour practice, may be referred to SARPBAC. In regard to such referrals, the following shall apply:

19.1 All unresolved Disputes of Right that are referred to SARPBAC in terms of Clause 4 of this appendix will be scheduled for Conciliation/Arbitration subject to Clause 19.2 below

19.2 Where a Party objects to the Conciliation/Arbitration process, the matter will proceed directly to arbitration on the day that it is scheduled for the Conciliation/Arbitration proceedings

19.3 SARPBAC must give the Parties at least twenty-one (21) days' notice in writing that a matter has been scheduled for Conciliation/Arbitration, unless the Parties agree to a shorter period of notice.

19.4 The provisions of the Act and the provisions set out in this appendix that are applicable to conciliation and arbitration respectively apply, with the changes required by the context, to Conciliation/Arbitration Proceedings.

19.5 If the arbitration does not commence on the dates specified in terms of the notice in Clause 19(3) above, SARPBAC must, subject to clause 14 above, reschedule the matter.

20. **PRE-ARBITRATION CONFERENCE**

20.1 The Parties to an arbitration shall hold a pre-arbitration conference dealing with the relevant matters prior to the Conciliation/Arbitration or arbitration proceedings taking place.

20.2 The Parties should endeavour to hold a pre-arbitration conference at least seven (7) days before the scheduled date for the commencement of the conciliation/arbitration or arbitration proceedings.

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21. **POSTPONEMENT OF PROCEEDINGS**

21.1 Any Party may apply for a postponement of conciliation, Conciliation/Arbitration or arbitration proceedings by serving an application for postponement on the other Parties to the dispute and lodging a copy with SARPBAC at least seven (7) days before the scheduled date of such proceedings.

21.2 SARPBAC must postpone proceedings without the Parties appearing if

21.2.1 all the Parties to the dispute agree in writing to the postponement and the written agreement for the postponement is received by SARPBAC at least seven (7) day's prior to the scheduled date of the such proceedings; or

21.2.2 there are compelling reasons to postpone.

21.3 Upon postponement of any proceedings, the Commissioner must reschedule such proceedings to a later date not more than sixty (60) days from such postponement.

21.4 Any Party who seeks or causes a postponement in circumstances other than those provided for in clauses 21.1 or 21.2 above shall bear the costs of the postponement regardless of the cause.

22. **ARBITRATION OF DISPUTES**

22.1 SARPBAC must give the Parties at least twenty-one (21) days notice in writing of an arbitration hearing, unless the Parties agree to a shorter period of notice.

22.2 The Commissioner shall conduct the arbitration proceedings as stipulated in Section 138 of the Act.

22.3 In arbitrating disputes referred to SARPBAC, a Commissioner will have the powers provided for in Section 142 of the Act read with the charges required by the context.

22.4 An Commissioner conducting an arbitration may make an appropriate award, including, but not limited to, an award:-

22.4.1 ordering any person to pay any amount owing in terms of a Collective Agreement.

22.4.2 confirming, varying or setting aside a compliance order issued by SARPBAC.

22.4.3 any award as contemplated in section 138(9) of the Act.

22.5 The Commissioner may make an order for the payment of costs against a Party or Parties if requested to do so and if the Commissioner deems the actions of the Party or Parties, against whom such costs award has been requested, to have unduly delayed or frustrated the resolution of the dispute or that such Party or Parties have acted in a frivolous or vexatious manner regarding the dispute.

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22.6 An arbitration award made by a Commissioner is final and binding and may be enforced as if it were an order of the Labour Court, unless it is an advisory arbitration award.

22.7 Arbitration awards are subject to Sections 143(2) and 143(4) (as amended), of the Act.

22.8 Arbitration awards may be varied or rescinded as contemplated in Section 144 of the Act.

22.9 Any Party to a dispute who alleges a defect in any arbitration proceedings may, in terms of Section 145 of the Act, apply to the Labour Court for an order setting aside the arbitration award.

22.10 The Commissioner must, within fourteen (14) days of the conclusion of the arbitration proceedings, issue a signed arbitration award with brief reasons for the award.

22.11 The Commissioner must provide a copy of the award to SARPBAC and each Party to the dispute.

23. **COSTS**

23.1 The *Council* must, subject to paragraph 23.2, pay the fees and costs of the *conciliators* and *arbitrators* in the proceedings. Each party to the *dispute* must pay its own costs with regard to travelling, meals, legal representation (if applicable), witness fees (if applicable) and other related expenses.

23.2 Costs may be awarded on application of a party, or of the panellist's own accord after hearing the parties. Costs may be awarded on the following grounds:

(a) If the panellist is satisfied that the referral was made or defended vexatiously or without reasonable cause; or

(b) Any time during the proceedings, where a party has caused unreasonable delays; or

(c) If the panellist is satisfied that a party, or a person who represented that party in the proceedings acted in a manner seriously compromising the proceedings; or

(d) If a proceeding is adjourned or dismissed because a party to the dispute failed to attend or to be represented at the proceedings; or

(e) Enforcement cost as directed through Arbitration process.

(f) Any other grounds specified in the SARPBAC Rules for the Conduct of Proceedings

23.3 Costs awarded may include—

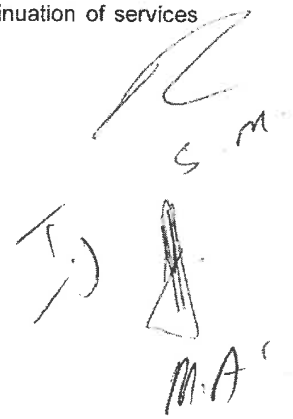
(a) the costs of the hearing, including the panellist's' and interpreters fee;
(b) legal and professional costs of the parties;
(c) other expenses which a party has incurred in the conduct of the *dispute*; and
(d) expenses of witnesses.

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23.4 If a party to a *dispute* withdraws a referral less than 5 workings days before the scheduled date of the conciliation or arbitration, that party must bear the cost of the *conciliator* or *arbitrator*, unless the withdrawal is the result of a settlement agreement.

24 PEACE OBLIGATION

The parties to this Constitution, and those bound in law to this Constitution, undertake not to strike, lockout or engage in any other form of industrial action that is in conflict with the dispute resolution procedures set out in this annexure and will, should such action take place, do everything within their power to normalize the situation and ensure continuation of services throughout the processing of the dispute.



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ANNEXURE "C"

EXEMPTION PROCEDURE

1. Employers to whom the terms of a Collective Agreement are applicable may apply to SARPBAC for exemption from any term(s) of the Collective Agreement, provided that exemption applications shall comply with the following requirements:

1.1. The application for exemption must be forwarded, in writing, to the General Secretary within thirty (30) days of:

(a) the conclusion of the Collective Agreement in respect of those Employers bound by the Collective Agreement in accordance with the provisions of Section 23(1)(c) of the LRA; or

(b) the date specified in accordance with the provisions of Section 32(2) of the LRA in respect of all other Employers ;

as the case may be.

1.2. The application must specify the clause(s) from which exemption is being sought.

1.3. The application must clearly indicate the nature and extent of the relief being sought.

1.4. The application must be fully motivated.

1.5. The application must be accompanied by relevant supporting documentation and financial information.

1.6. Applications that affect Employees' conditions of service shall not be considered unless the Employer submits proof that it has notified the affected Employees and/or their representative Trade Union(s) of the fact that an application for exemption is being made and informing such Employees and/or their representative Trade Union(s) that they are entitled to make written submissions, within fourteen (14) days of receipt of the notification, to the exemption panel through the General Secretary.

1.7. The application shall, if the nature of the relief sought dictates, be accompanied by a plan reflecting the strategies to be adopted to rectify the situation giving rise to the application and indicating a time frame for the plan.

1.8. Indicate the period for which exemption is required.

2. Implementation of the clause(s) from which exemption is being sought will be suspended by the specific Employer pending the outcome of the exemption application.

3. On receipt of an application for exemption, the General Secretary must provide written acknowledgement of the receipt of the exemption application to the applicant Employer and inform all the Parties to SARPBAC of such application as well as the nature of the relief being sought.

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4. The Parties to the exemption procedure shall be the applicant Employer and the representative Trade Union(s) representing Eligible Employees within the applicant Employer's organisation to whom the Collective Agreement is applicable, or in the absence of a representative Trade Union, such eligible Employees.

5. Any application for exemption will be heard by an independent panel or a panellist appointed for this purpose by SARPBAC

6. The above panel, (which may consist of up to three persons,) or appointed panellist shall be known as the exemption authority.

7. The exemption authority appointed to consider exemptions shall be independent and have experience deemed by SARPBAC to be relevant, which may include, but not be limited to, experience of financial matters, the Road Passenger Transport Industry, labour relations and/or labour law.

8. The application shall be considered by the exemption authority as soon as practically possible but not later than 30 days after receipt of an application for an exemption.

9. The exemption authority shall consider the exemption application together with any submissions received from interested Parties, including third parties.

10. The exemption authority may, if it deems it expedient, request the Parties to the specific exemption application to attend the meeting at which the application is to be considered.

11. The exemption authority shall have the right to call any other party, such as an interested third party that it feels might be able to assist it in arriving at a decision.

12. The exemption authority must consider the exemption application, grant or reject the application and inform all interested Parties of its decision within a time period of no more than thirty (30) days from the date of receipt of the application by the General Secretary.

13. In considering an application, the exemption authority shall take into consideration all relevant factors which may include, but shall not be limited to, the following criteria:

    13.1 The applicant's past record (if applicable) of compliance with the provisions of Council's Collective Agreements and/or exemption certificates.

    13.2 Any special circumstances that exist or any precedent that might be set.

    13.3 The interests of the industry in relation to unfair competition, centralized collective bargaining as well as the economic stability of the industry.

    13.4 The interests of Employees as regards exploitation, job preservation, sound conditions of employment, possible financial benefits, health and safety as well as the infringement of basic rights.

    13.5 The interests of the Employer as regards its financial stability, the impact on productivity, its future relationship with Employees and recognized Trade Union(s), operational requirements and the viability of the Employer's business.

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14. If the application is granted, the exemption authority shall, within the time period stipulated in Clause 12 above, provide each of the Parties defined in Clause 4 above and the General Secretary, with written advice of its decision, the nature and extent of relief granted and any special conditions that might be applicable to such relief.

15 If the application is refused, the exemption authority shall, within the time period stipulated in Clause 12 above, submit a written report to each of the Parties as defined in Clause 4 above and the General Secretary, setting out its reasons for not granting the application in whole or part.

16. The General Secretary shall within seven (7) days of receipt of the advice referred to in Clause 14 above, or the report mentioned in Clause 15 above, inform all Parties to SARPBAC of the outcome of the specific exemption application.

17. SARPBAC shall, within fifteen (15) days of receiving the advice referred to in Clause 14 above, issue an exemption certificate, signed by the Chairperson, Vice-Chairperson and General Secretary, containing the following particulars:

(a) The full name of the Employer
(b) The trade name of the Employer
(c) The provisions of the Collective Agreement from which exemption has been granted
(d) The period for which the exemption shall operate
(e) The condition(s) of the exemption granted
(f) The date of issue of the exemption certificate

18 Conditions, to which reference is made in Clause 17(e) above, may include a condition requiring the Employer to provide written reports at stated intervals to the General Secretary on the progress being made with the plan, referred to in Clause 1.7 above.

19. SARPBAC shall:

19.1 Retain a copy of all exemption certificates issued and number each certificate consecutively.

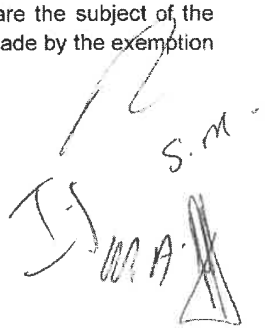
19.2 Forward a copy of the certificate to the Parties as defined in Clause 4 above.

19.3 Forward a copy of the certificate to each of the Parties to SARPBAC.

20. An Employer to whom an exemption certificate has been issued shall at all times have the certificate available for inspection at his establishment.

21. All arrangements to be made by the exemption authority that have cost implications for which SARPBAC may be held responsible shall only be made with the prior written approval of SARPBAC.

22. Pending the outcome of an exemption application, and any appeal in terms of Clause 23 below, the Employer shall be exempt from implementing the clause(s) which are the subject of the exemption application or appeal until such time as a decision has been made by the exemption authority or the exemption appeal authority, as the case may be.



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23. APPEALS AGAINST DECISIONS OF THE EXEMPTION AUTHORITY

23.1 An appeal shall be in writing and must be lodged with the General Secretary of the Council within a period of not more than fifteen (15) days after receipt by the applicant employer of the decision of the exemption authority against which the appeal is being lodged.

23.2 SARPBAC shall establish an independent body as envisaged in terms of Section 32(3)(e) of the Act, to hear and decide, as soon as possible, any appeal brought against a decision to refuse an application for exemption from the provisions of a Collective Agreement or the withdrawal of such an exemption by SARPBAC.

23.3 The above independent body, appointed by the Council, shall be known as the exemption appeal authority.

23.4 The provisions of Clauses 6 to 21 above, shall apply mutatis mutandis to the composition of the appeal authority, the conduct of the appeal and the issuing of any exemption certificate consequent upon the appeal.

23.5 The decision of the exemption appeal authority shall be final.

23.6 The General Secretary shall provide a copy of the exemption appeal authority's decision to each of the Parties to SARPBAC.

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ANNEXURE "D"

APPROVED STUDY COURSES

1. Graduate, Certificate or Diploma Courses in:

   a. Human Resources Management
   b. Labour Relations Management
   c. Financial Management
   d. IT Management
   e. Risk Management
   f. Occupational Health and Safety Management
   g. Procurement Management
   h. Technical Management
   i. Clerical / Administration
   j. Public Relations Management

2. Apprentice or Learnership Courses

   a. Mechanical
   b. Auto Electrical
   c. Body Building

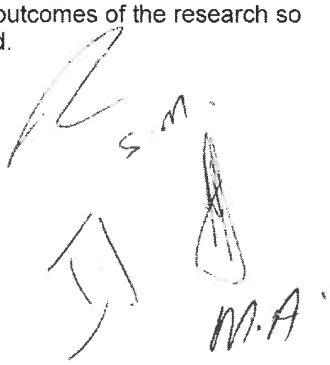
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ANNEXURE "E"

PRIMARY HEALTH CARE

1. Parties agree that the issue of Primary Health Care for the sector shall be referred to the next Central Committee (CC) for the appointment of a Sub-Committee under the direction of the General Secretary of the Council. The Central Committee will agree on the terms of reference for such Sub-Committee, which may include the issues contained below herein.
2. The Sub-Committee will be comprised of 5 members from the Employer caucus and 5 members from the Trade Union Caucus. It will be chaired by a SARPBAC panellist.
3. SARPBAC will fund an external research project. An independent actuary acceptable to both parties will be used to collate the information and run the research project. This person will be appointed by 30 June 2022 by the Sub-Committee and be subject to the direction of the Sub-Committee.
4. The issues to be explored include, but are not limited to the following:
    a) How many Employers are currently offering medical aid or primary health care (parties and non-parties).
    b) To what extent are these medical aids and primary health care options accessible and affordable.
    c) How will primary healthcare work in conjunction with these current medical aids and primary health care options, if applied universally.
    d) The status of the NHI and how it will work once introduced by Government. What will the impact be to Public and Private Healthcare?
    e) What will the relationship be between the current medical aid or health care contributions where these exist, and future contributions to the primary health care and the NHI?
    f) The estimated cost and the affordability to the Industry, Council, Employers and Employees.

5. The project plan for completion of the research project and submission of a final report will be determined by the independent actuary in consultation with the Sub-Committee. However, the work must be concluded by the date of the November 2022 CC where the Sub-Committee must report back on its work including the outcomes of the research so commissioned. The CC will then determine the way forward.



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We the undersigned, as the official representatives of our respective organisations, do hereby, on behalf of the organisations, its members and all Employees, agree to the terms of this agreement and bind our organisations, members and all Employees thereto.

SIGNED BY	ON BEHALF OF		SIGNED AT	DATE
	South African Bus Employers Association	-	JHB	10/5/2022
	Commuter Bus Employers Organisation	-	JHB	10/5/2022
	South African Transport & Allied Workers - Union	-	JHB	10/5/2022
	National Union of Metalworkers of South Africa	-	JHB	10/5/2022
	Transport and Allied Workers Union of South Africa-		JHB	10.05.2022.

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NATIONAL TREASURY - OFFICE OF THE ACCOUNTANT-GENERAL

NOTICE 1103 OF 2022

RATE OF INTEREST ON GOVERNMENT LOANS

It is hereby notified that the Minister of Finance has, in terms of Section 80(1)(a) and (b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), fixed the Standard Interest Rate applicable, from **1 July 2022** and until further notice, to loans granted by the State out of a Revenue Fund, and /or to all other debts which must be paid into a Revenue Fund, at Eight, two five percent **(8.25%)** per annum.

The above-mentioned Standard Interest Rate is applicable from **1 July 2022** and until further notice, to all drawings of loans from State money, except loans in respect of which other rates of interest are specifically authorized by legislation or the Minister of Finance.

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NOTICE 1106 OF 2022

STANDARDS ACT, 2008
STANDARDS MATTERS

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

SECTION A: DRAFTS FOR COMMENTS

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

Draft Standard No. and Edition	Title, scope and purport	Closing Date
SANS 3091 Ed 1	*Chilled finfish, marine molluscs and crustaceans and products derived therefrom*. This standard specifies requirements for the handling, preparation, processing, packaging, transporting, storage and quality of chilled finfish, marine molluscs and crustaceans and products derived therefrom that are intended for human consumption. It also specifies requirements for factories and employees involved in the production of chilled finfish, marine molluscs, crustaceans, and products derived therefrom.	2022-07-29
SANS 60730-2-6 Ed 1.1?	*Automatic electrical controls Part 2-6: Particular requirements for automatic electrical pressure sensing controls including mechanical requirements*. Applies to automatic electrical pressure sensing controls for use in, on or in association with, equipment. The equipment may use electricity, gas, oil, solid fuel, solar thermal energy, etc. or a combination thereof. This standard is also applicable to individual pressure sensing controls utilized as part of a control system or pressure sensing controls which are mechanically integral with multifunctional controls having non-electrical outputs. Automatic electrical pressure sensing controls for equipment used by the public, such as equipment intended to be used by laymen in shops, in light industry and on farms, are within the scope of this standard.	2022-08-02
SANS 60730-2-9 Ed 2.2?	*Automatic electrical controls Part 2-9: Particular requirements for temperature sensing controls*. Applies to automatic electrical temperature sensing controls for use in, on or in association with equipment for household and similar use, including electrical controls for heating, air-conditioning and similar applications. The equipment may use electricity, gas, oil, solid fuel, solar thermal energy, etc., or a combination thereof.	2022-08-02
SANS 23643 Ed 1	*Software and systems engineering – Capabilities of software safety and security verification tools*. Specifies requirements for the vendors and gives guidelines for both the users and the developers of software safety and security verification tools.	2022-08-02
SANS 60076-22-8 Ed 1	*Power transformers Part 22-8: Power transformer and reactor fittings — Devices suitable for use in communication networks*. Applies to a selection of accessories and fittings mounted on liquid immersed power transformers according to IEC 60076-1 (published in South Africa as an identical adoption under the designation SANS 60076-1) and reactors according to IEC 60076-6 (published in South Africa under the designation SANS 60076-6) with or without conservator for indoor or outdoor installation.	2022-08-02

SCHEDULE A.1: AMENDMENT OF EXISTING STANDARDS

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

Draft Standard No. and Edition	Title	Scope of amendment	Closing Date
SANS 474 Ed 2.1	*Electricity metering — Standards requirements,*	Amended to change Annex A NOTE 2: Change "11 meter number" to "13 digit meter number". Annex A: add "NOTE 3: The range of the first 4 digits of the 13-digit meter number specified in this annex overlaps with the range of the first 4 digits of the 13-digit meter number as specified in SANS 62055-41. The STS association. In its role of registration Authority for SANS 62055-41 has agreed to allocate the ranges 1xxx and 3xxx of the first 4 digits for used by SANS 474".	2022-08-02
SANS 60204-1 Ed 4.1	*Safety of machinery — Electrical equipment of machines Part 1: General requirements.*	Amended to update the foreword, referenced standards, Generals requirements, Protection against electric shock, Equipotential bonding, Control circuits and control functions, Controlgear: location, mounting, and enclosures, Conductors and cables, Wiring practices, Marking, warning signs and reference designations, and Verification and to update annexe on measures to reduce effects of electromagnetic influences\.	2022-08-02
SANS 62271-209 Ed 2.1	*High-voltage switchgear and controlgear Part 209: Cable connections for gas-insulated metal-enclosed switchgear for rated voltages above 52 kV - Fluid-filled and extruded insulation cables - Fluid-filled and dry-type cable-terminations.*	Amended to update the requirements for design and construction and to update the figure on fluid-filled cable connection assembly - typical arrangement.	2022-08-02
Sans 60079-1 Ed 5 Corr1	*Explosive atmospheres Part 1: Equipment protection by flameproof enclosures d*	Contains specific requirements for the construction and testing of electrical equipment with the type of protection flameproof enclosure d, intended for use in explosive gas atmospheres.	2022-08-12

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

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

Draft Standard No. and Edition	Title	Reason for withdrawal	Closing Date

SCHEDULE A.3: WITHDRAWAL OF INFORMATIVE AND NORMATIVE DOCUMENTS

In terms of section 24(5) of the Standards Act, the following documents are being considered for withdrawal.

Draft Standard No. and Edition	Title	Reason for withdrawal	Closing Date

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SECTION B: ISSUING OF THE SOUTH AFRICAN NATIONAL STANDARDS

SCHEDULE B.1: NEW STANDARDS

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

Standard No. and year	Title, scope and purport
SANS 60317-25:2022 Ed 1	*Specifications for particular types of winding wires Part 25: Polyester or polyetherimide overcoated with polyamide-imide enamelled round aluminium wire, class 200*. Specifies the requirements of enamelled round aluminium winding wires of class 200 with a dual coating.
SATS 62257-9-1:2022 Ed 1	*Recommendations for renewable energy and hybrid systems for rural electrification Part 9-1: Integrated systems — Micropower systems*. Applies to a micropower plant which is the electric energy generation subsystem associated with a decentralized rural electrification system, and provides general requirements for the design, erection and operation of micropower plants and general requirements to ensure the safety of persons and property.
SANS 15118-1:2022 Ed 1	*Road vehicles — Vehicle to grid communication interface Part 1: General information and use-case definition*. Specifies terms and definitions, general requirements and use cases for conductive and wireless HLC between the EVCC and the SECC and applies to HLC involved in conductive and wireless power transfer technologies in the context of manual or automatic connection devices.
SANS 63152:2022 Ed 1	*Smart cities — City service continuity against disasters — The role of the electrical supply*. Establishes concepts and gives guidelines to help sustain a variety of city services on the occasion of a disaster from the perspective of providing electricity.
SANS 19160-4:2022 Ed 1	*Addressing Part 4: International postal address components and template language*. Specifies a mechanism for creation of sub-elements, which correspond to either sub-division of element content, such as door type or door indicator or to multiple occurrences and location of elements in an address such as levels of administrative regions.
SATS 17021-13:2022 Ed 1	*Conformity assessment — Requirements for bodies providing audit and certification of management systems Part 13: Competence requirements for auditing and certification of compliance management systems*. Specifies the competence requirements for personnel involved in the audit and certification process for compliance management systems (CMS).

SCHEDULE B.2: AMENDED STANDARDS

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

Standard No. and year	Title, scope and purport
ARP 032:2022 Ed 1.1	*Guidelines for the modification of luminaires for tubular fluorescent lamps to retro-fit LED tubular lamps or T5 semi-luminaires. Consolidated edition incorporating amendment No.1.* Amended to update referenced standards.
SANS 868-1-2:2022 Ed 1.2	*Compression-ignition engine systems and machines powered by such engine systems, for use in mines and plants with explosive gas atmospheres or explosive dust atmospheres or both Part 1-2: Hazardous locations in underground mines — Explosion protected engine systems. Consolidated edition incorporating amendment No.2.* Amended to move reference to marking from the foreword to the body of the text, to update the subclause on joints, the definitions and renumber accordingly, and to delete the annex on procedure for obtaining approval for an explosion protected compression-ignition engine system not previously certified as well as for a modified system.
SANS 10254:2022 Ed 4.2	*The installation, maintenance, replacement, and repair of fixed electric storage water heating systems. Consolidated edition incorporating amendment No.2.* Amended to update definitions, and the subclause on assembly of the system.

This gazette is also available free online at **www.gpwonline.co.za**

SANS 60601-2-43:2022 Ed 1.2	*Medical electrical equipment Part 2-43: Particular requirements for the basic safety and essential performance of X-ray equipment for interventional procedures. Consolidated edition incorporating amendment No.2.* Amended to update the introduction, scope, object and related standards, referenced standards, terms and definitions, general requirements, general requirements for testing of ME equipment, ME equipment identification, marking and documents, protection against electrical hazards from ME equipment, protection against mechanical hazards of ME equipment and ME systems, protection against unwanted and excessive radiation hazards, protection against excessive temperatures and other hazards, accuracy of controls and instruments and protection against hazardous outputs, ME systems, radiation protection in diagnostic x-ray equipment, the annex on particular guidance and rationale, the bibliography and the index of defined terms used in this particular standard.
SANS 1548:2022 Ed 4.1	*Paints and varnishes - Determination of through-dry state and through-dry time.* Amended to update referenced standards.

SCHEDULE B.3: WITHDRAWN STANDARDS

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

Standard No. and year	Title
SANS 1371:2008 Ed 1.2	*Ceramic hollow insulators for standard transformer bushings.*

SCHEDULE B4: ESTABLISHMENT OF TECHNICAL COMMITTEES

Committee No.	Title	Scope

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

SCHEDULE 5: ADDRESS OF THE SOUTH AFRICAN BUREAU OF STANDARDS HEAD OFFICE

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

This gazette is also available free online at **www.gpwonline.co.za**

DEPARTMENT OF TRANSPORT

NOTICE 1107 OF 2022

AIR SERVICE LICENSING ACT, 1990 (ACT NO.115 OF 1990)
APPLICATION FOR THE GRANT OR AMENDMENT OF DOMESTIC AIR SERVICE LICENCE

Pursuant to the provisions of section 15 (1) (b) of Act No. 115 of 1990 and Regulation 8 of the Domestic Air Regulations,1991, it is hereby notified for general information that the application detail of which appear in the appendix, will be considered by the Air Service Licensing Council. Representation in accordance with section 15 (3) of the Act No.115 of 1990 in support of, or in position, an application, should reach the Air Service Licensing Council. Private Box X 193, Pretoria, 0001, within 21 days of date of the publication thereof.

APPENDIX I

(A) Full name and trade name of the applicant. (B) Full business or residential address of the applicant. (C) Class of licence applied for. (D) Type of air service to which application applies. (E) Category of aircraft to which application applies.

(A) Aviatte Air (Pty) Ltd; Aviatte Air. (B) 208 Aviation Hangar, Hangar 59, Wonderboom Airport, Pretoria.(C) Class II. (D) Type N1 & N2. (E) Category A3 & A4.

APPENDIX II

(A) Full Name and trade name of the applicant. (B) Full business or residential address the applicant. (C) The Class and number of license in respect of which the amendment is sought (D) Type of air service and the amendment thereto which is being applied for (E) Category of aircraft and the amendment thereto which is being applied for. (F) Amendment referred to in section 14(2) (b) to I.

(A) Comair Limited; Kulula.com & British Airways.(B) Fortress Street & Whirlwind St, Rhodesfield, Kempton Park, South Africa, 1619. (C) Class I & II S066D & N067D. (D) Type S1, S2, N1& N2. (E) Category A1 & A2. (F**) Changes to the MP**: Responsible Person: Flight Operations: i) Deen Gielink is replaced by Gerard van Eeden and Aviation Safety Manager: ii) Frederick Rudolph van Eeden to be replaced by Tamzin Strauss.

(A) Comair Limited; Kulula.com & British Airways.(B) Fortress Street & Whirlwind St, Rhodesfield, Kempton Park, South Africa, 1619. (C) Class I & II S066D & N067D. (D) Type S1, S2, N1& N2. (E) Category A1 & A2. (F) **Changes to the MP**: Responsible Person: Flight Operations: i) Glen Warden is replaced by Deen Gielink.

(A) Comair Limited; Kulula.com & British Airways.(B) Fortress Street & Whirlwind St, Rhodesfield, Kempton Park, South Africa, 1619. (C) Class I & II S066D & N067D. (D) Type S1, S2, N1& N2. (E) Category A1 & A2. (F) **Changes to the MP:** Responsible Person: Flight Operations: Air Safety Ofiicer/ Safety Manager: Clive Turner is replaced by Frederick Rudolph van Eeden.

(A) Swan Helicopters (Pty) Ltd; Mossel Bay Helicopters (Pty) Ltd. (B) Bergsig Game Farm, R328, Matjiesdrif Turn OFF, Mossel Bay, 6500. (C) Class II & III N897D & G898D. (D) Type N1, N2, G3, G8, G10 & G15. (E) Category H2. (F) **Changes to the MP:** Lizelle Crous replaces Jacobus Isak Crous as the CEO, Lizalle Crous replaces Jacobus Isak Crous as the Accountable Manager, Person Responsible Aircraft: Hannes Eksteen replaces Jacobus Isak Crous. Person Responsible Safety; Lizelle Crous is replaced by Mariska Crous.

(A) Pambele Aviation (Pty) Ltd. (B) 1st Floor, Treminal Building, Grand Central Airport, New Road, Midrand. (C) Class II N892D. (D) Type N1 & N2. (E) Category A3, A4, H2. (F) **Changes to the MP**: H.P Venter replaces J. Coetzee as the Air Services Safety Officer.

AIR SERVICE LICENSING ACT, 1990 (ACT NO.115 OF 1990)
APPLICATION FOR THE GRANT OR AMENDMENT OF DOMESTIC AIR SERVICE LICENCE

Pursuant to the provisions of section 15 (1) (b) of Act No. 115 of 1990 and Regulation 8 of the Domestic Air Regulations,1991, it is hereby notified for general information that the application detail of which appear in the appendix, will be considered by the Air Service Licensing Council. Representation in accordance with section 15 (3) of the Act No.115 of 1990 in support of, or in position, an application, should reach the Air Service Licensing Council. Private Box X 193, Pretoria, 0001, within 21 days of date of the publication thereof.

APPENDIX I

(A) Full name and trade name of the applicant. (B) Full business or residential address of the applicant. (C) Class of licence applied for. (D) Type of air service to which application applies. (E) Category of aircraft to which application applies.

(A) **Surphics (Pty) Ltd**. (B) 02 Kogel Street, Middleburg, Mpumalanga, 1050. (C) Class III. (E) Type G3, G4, G16 (RPAS). (E) H1

(A) **Terrascan (Pty) Ltd**. (B) Suite 240 Admirals Court, 31 Tyrwhitt Avenue, Rosebank 2196. (C) Class II. Type N1 & N2. (E) Category A3.

APPENDIX II

(A) Full Name and trade name of the applicant. (B) Full business or residential address the applicant. (C) The Class and number of license in respect of which the amendment is sought (D) Type of air service and the amendment thereto which is being applied for (E) Category of aircraft and the amendment thereto which is being applied for. (F) Amendment referred to in section 14(2) (b) to I.

(A) Atlantic Tech Group (Pty) Ltd. (B) 23 Restio Rd, Blouberg Hills Estate, Big Bay, Cape Town. (C) Class III G1318D. (D) Type G3, G4, & G10. (E) Category H1. (F) **Addition of Category**: G5, G8, G13, G15 & A4.

(A) Black Eagle Aviation Services CC. (B) Office 18 Main Terminal Building, Virginia Airport, Durban North, KwaZulu-Natal, 4051, South Africa. (C) Class III N1058D. (D) Type G2, G3, G4, G5, G6, G7, G8, G10, G13, G14, G15, G16 (Ship to Shore). Category A2, A3, H1, H2. (F) **Changes to the MP**: Accountable Manager: Jannike Bester replaced by Segran Govender. Responsible Person: Operations: Jannike Bester replaced by Tjaart Boshoff. Air Safety Officer: jannike Bester replaces Dewdney Drew.

(A) Air 2000 (Pty) Ltd. (B) 1st Floor Terminal Building, Lanseria International Airport. (C) Class II N151D. (D) Type N1 & N2. (E) Category A2, A3, A4. (F) Change to the shareholding voting rights: Mr J. Gaines- Burrill was appointed as director and holds 75% of the shares/voting rights. **Changes to the MP:** Responsible Person: Aircraft : Mr H.J Brink is replaced by Mr R.A. Maier, Air Service Safety Officer: Mr P.T Fortuin replaces Mr H.J Brink.

(A) MS Aviation (Pty) Ltd, MS Aviation. (B) Block B, Technosquare, 42 Morningside Road, N'Dabeni, Cape Town, 7405.(C) Class II N940D. (D) Type N1 & N2. (E) Category A3 & A4. (F) **Changes to the MP:** Chief Executive Officer: E.C.D. Gordon replaced by G.A. Templenton, Responsible Person: Flight Operations:W. Mosehuss replaces E.C.D. Gordon. **Addition** of Category A2 aircraft. **Application** for Class III, Type G3, G4, G16 with Category A4, H1 & H2 Aircraft (RPAS).

INTERNATIONAL AIR SERVICE ACT, (ACT NO.60 OF 1993)
GRANT /AMENDMENT OF INTERNATIONAL AIR SERVICE LICENSE

Pursuant to the provisions of section 17 (12) of Act No.60 of 1993 and Regulation 15 (1) and 15 (2) of the International Air Regulations,1994, it is hereby notified for general information that the applications, detail of which appear in the Schedules hereto, will be considered by the International Air Services Council (Council) representation in accordance with section 16(3) of the Act No. 60 of 1993 and regulation 25(1) of International Air Services Regulation, 1994, against or in favour of an application, should reach the Chairman of the International Air Services Council at Department of Transport, Private Bag X 193, Pretoria, 0001,within 28 days of the publication hereof.It must be stated whether the party or parties making such representation is / are prepared to be represent or represented at the possible hearing of the application.

APPENDIX I

(A) Full name, surname and trade name of the applicant. (B) Full business or residential address of the applicant. (C) Class of licence applied for. (D) Type of International Air Service to which application pertains. (E) Category or kind of aircraft to which application pertains. (F) Airport from and the airport to which flights will be undertaken. (G) Area to be served. (H) Frequency of flight.

(A) Jett Aircraft Solutions (Pty) Ltd; Jett Airways. (B) The Pavilion, Cnr Dock and Portswood Roads, V& A Waterfront, Cape Town, 8001. (C) Class I. (D) Type S1 & S2. (E) Category A1. (F) Registered International Airports in the Republic of South Africa.

(A) Aviatte Air (Pty) Ltd; Aviatte Air. (B) 208 Aviation Hangar, Hangar 59, Wonderboom Airport, Pretoria. (C) Class II. (D) Type N1 & N4. (E) Category A3 & A4. (F) Wonderboom Airport or any other Airport as per Charter Client Request. (G) N1; Worldwide & N4; Africa and Indian Ocean Islands.

(A) **MS Aviation (Pty) Ltd; MS Aviation.** (B) Block B, Technosquire, 42 Morningside Road, N'Dabeni. Cape Town, 7405. (C) Class II. (D) Type N1 & N4. (E) Category A2,A3 & A4. (F) Cape Town International Airport. (G) Worldwide.

APPENDIX II

(A) Full name, surname and trade name of the applicant. (B) Full business or residential address of the applicant. (C) Class of licence applied for. (D) Type of International Air Service to which application pertains. (E) Category or kind of aircraft to which application pertains. (F) Airport from and the airport to which flights will be undertaken. (G) Area to be served. (H) Frequency of flight.

(A) Comair Limited; Kulula.com & British Airways. (B) Fortress Street & Whirlwind St, Rhodesfield, Kempton Park, South Africa, 1619. (C) Class I & II. (D) Type S1, S2, N1 & N2. (E) Category A1 & A2. **Changes to the MP:** Responsible Person: Flight Operations: Deen Gielink replaced by Gerard van Beek and Aviation Safety Manager, Frederick Rudolph van Eeden to be replaced by Tamzin Strauss.

(A) Flyfofa Airways (Pty) Ltd. (B) Hangar 03, Lintevelt Road, Wonderboom National Airport, Pretoria, 0182. (C) Class II. (D) Type N1 & N2. (E) Category A3. **Changes to the MP:** Mr Thabo Fisha as the Responsible Person Flight Operations and Ms. Palesa Khoza as a Safety Manager.

(A) Comair Limited; Kulula.com & British Airways. (B) Fortress Street & Whirlwind St, Rhodesfield, Kempton Park, South Africa,1619. (C) Class I & II. (D) Type S1,S2 & N1. (E) Category A1 & A2. **Changes to MP:** Responsible Person: flight Operations: Air Safety Officer/ Safety Manager: Clive Turner is replaced by Fredrik Rudolph van Eeden.

INTERNATIONAL AIR SERVICE ACT, (ACT NO.60 OF 1993)
GRANT /AMENDMENT OF INTERNATIONAL AIR SERVICE LICENSE

Pursuant to the provisions of section 17 (12) of Act No.60 of 1993 and Regulation 15 (1) and 15 (2) of the International Air Regulations,1994, it is hereby notified for general information that the applications, detail of which appear in the Schedules hereto, will be considered by the International Air Services Council (Council) representation in accordance with section 16(3) of the Act No. 60 of 1993 and regulation 25(1) of International Air Services Regulation, 1994, against or in favour of an application, should reach the Chairman of the International Air Services Council at Department of Transport, Private Bag X 193, Pretoria, 0001,within 28 days of the publication hereof.It must be stated whether the party or parties making such representation is / are prepared to be represent or represented at the possible hearing of the application.

APPENDIX I

(A) Full name, surname and trade name of the applicant. (B) Full business or residential address of the applicant. (C) Class of licence applied for. (D) Type of International Air Service to which application pertains. (E) Category or kind of aircraft to which application pertains. (F) Airport from and the airport to which flights will be undertaken. (G) Area to be served. (H) Frequency of flight.

APPENDIX II

(A) Full name, surname and trade name of the applicant. (B) Full business or residential address of the applicant. (C) Class of licence applied for. (D) Type of International Air Service to which application pertains. (E) Category or kind of aircraft to which application pertains. (F) Airport from and the airport to which flights will be undertaken. (G) Area to be served. (H) Frequency of flight.

(A) Comair Limited; Kulula.com & British Airways. (B) Fortress Street & Whirlwind St, Rhodesfield, Kempton Park, South Africa,1619. (C) Class I & II. (D) Type S1,S2 & N1. (E) Category A1 & A2. **Changes to MP:** Responsible Person: Flight Operations: Glen Warden is replaced by Deen Gielink.

(A) Global Aviation Operations (Pty) Ltd; Global Airways and Lift. (B) Hangar 2, Northern Perimeter Road, Precinct 3, Bonaero Park, OR Tambo International. (C) Class I & II. (D) Type S1 & N1. (E) Category A1. **Changes to the MP:** COO Quentin B Tomaselli to be replaced by Alexander Bayne and PRFO Alexander Bayne to be replaced by Johannes Gerhardus Van Graan.

(A) Cemair (Pty) Ltd; Cemair/ Fly Cemair. (B) Hangar 6 Eastern Precinct, OR Tambo International Airport. (C) Class I; I/S231. (D) Types S1 and S2. (E) Category A1 & A2. (F) OR Tambo International Airport. (G) & (H) Adding the following:

State	Destination	Frequencies
Malawi	ORTIA – Lilongwe	Seven (7) return flights per week
Zimbabwe	ORTIA -Harare	Seven (7) return flights per week

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