

Government Gazette
Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

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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* 2024

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

- **28 December 2023,** Thursday for the issue of Friday **05 January 2024**
- **05 January,** Friday for the issue of Friday **12 January 2024**
- **12 January,** Friday for the issue of Friday **19 January 2024**
- **19 January,** Friday for the issue of Friday **26 January 2024**
- **26 January,** Friday for the issue of Friday **02 February 2024**
- **02 February,** Friday for the issue of Friday **09 February 2024**
- **09 February,** Friday for the issue of Friday **16 February 2024**
- **16 February,** Friday for the issue of Friday **23 February 2024**
- **23 February,** Friday for the issue of Friday **01 March 2024**
- **01 March,** Friday for the issue of Friday **08 March 2024**
- **08 March,** Friday for the issue of Friday **15 March 2024**
- **14 March,** Thursday for the issue of Friday **22 March 2024**
- **20 March,** Wednesday for the issue of Thursday **28 March 2024**
- **27 March,** Wednesday for the issue of Friday **05 April 2024**
- **05 April,** Friday for the issue of Friday **12 April 2024**
- **12 April,** Friday for the issue of Friday **19 April 2024**
- **19 April,** Friday for the issue of Friday **26 April 2024**
- **25 April,** Thursday for the issue of Friday **03 May 2024**
- **03 May,** Friday for the issue of Friday **10 May 2024**
- **10 May,** Friday for the issue of Friday **17 May 2024**
- **17 May,** Friday for the issue of Friday **24 May 2024**
- **24 May,** Friday for the issue of Friday **31 May 2024**
- **31 May ,** Friday for the issue of Friday **07 June 2024**
- **07 June,** Friday for the issue of Friday **14 June 2024**
- **13 June,** Thursday for the issue of Friday **21 June 2024**
- **21 June,** Friday for the issue of Friday **28 June 2024**
- **28 June,** Friday for the issue of Friday **05 July 2024**
- **05 July,** Friday for the issue of Friday **12 July 2024**
- **12 July,** Friday for the issue of Friday **19 July 2024**
- **19 July,** Friday for the issue of Friday **26 July 2024**
- **26 July,** Friday for the issue of Friday **02 August 2024**
- **01 August,** Thursday for the issue of Thursday **08 August 2024**
- **08 August,** Thursday for the issue of Friday **16 August 2024**
- **16 August,** Friday for the issue of Friday **23 August 2024**
- **23 August,** Friday for the issue of Friday **30 August 2024**
- **30 August,** Friday for the issue of Friday **06 September 2024**
- **06 September,** Friday for the issue of Friday **13 September 2024**
- **13 September,** Friday for the issue of Friday **20 September 2024**
- **19 September,** Thursday for the issue of Friday **27 September 2024**
- **27 September,** Friday for the issue of Friday **04 October 2024**
- **04 October,** Friday for the issue of Friday **11 October 2024**
- **11 October,** Friday for the issue of Friday **18 October 2024**
- **18 October,** Friday for the issue of Friday **25 October 2024**
- **25 October,** Friday for the issue of Friday **01 November 2024**
- **01 November,** Friday for the issue of Friday **08 November 2024**
- **08 November,** Friday for the issue of Friday **15 November 2024**
- **15 November,** Friday for the issue of Friday **22 November 2024**
- **22 November,** Friday for the issue of Friday **29 November 2024**
- **29 November,** Friday for the issue of Friday **06 December 2024**
- **06 December,** Friday for the issue of Friday **13 December 2024**
- **12 December,** Thursday for the issue of Friday **20 December 2024**
- **18 December,** Wednesday for the issue of Friday **27 December 2024**

LIST OF TARIFF RATES

FOR PUBLICATION OF NOTICES

COMMENCEMENT: 1 APRIL 2018

NATIONAL AND PROVINCIAL

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

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

EXTRA-ORDINARY

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

The pricing structure for National and Provincial notices which are submitted as **Extra ordinary submissions** will be charged at R**3026.32** per page.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

Closing Times for Acceptance of Notices

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

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

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

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

GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

Extraordinary Gazettes

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

Notice Submission Process

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

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

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

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

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

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

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

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

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

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

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

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

      8.1.5. Any additional notice information if applicable.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

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

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

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

QUOTATIONS

13. Quotations are valid until the next tariff change.

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

14. Each quotation has a unique number.

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

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

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

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

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

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

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

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

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

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

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

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

GOVERNMENT PRINTING WORKS - BUSINESS RULES

COPY (SEPARATE NOTICE CONTENT DOCUMENT)

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

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

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

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

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

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

CANCELLATIONS

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

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

AMENDMENTS TO NOTICES

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

REJECTIONS

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

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

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

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

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

GOVERNMENT PRINTING WORKS - BUSINESS RULES

APPROVAL OF NOTICES

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

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

GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

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

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

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

LIABILITY OF ADVERTISER

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

CUSTOMER INQUIRIES

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

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

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

GOVERNMENT PRINTING WORKS - BUSINESS RULES

Payment of cost

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

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

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

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

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

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GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 5652 **13 December 2024**

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

Notice is hereby given in terms of Section 11 (1) of the Restitution of Land Rights Act, 1994 (Act No. 22 of 1994), as amended, that the Maroga Pulana Tribe lodged a land claim for Restitution of Land Rights on the farms Twyfelaar 119 KT and Doombosch 294 KT, situated in the Fetakgomo-Tubatse Local Municipality of Sekhukhune District, Limpopo Province.

Mr. Maroga Magatane Joseph lodged this land claim 10 November 1998. The below table gives the current Deeds information of the farms Twyfelaar 119 KT and Doombosch 294 KT:

Property Description	Current Owner	Title Deed No	Extent	Endorsements	Holder
TWYFELAAR 119 KT					
Portion 0	National Government of the Republic of South Africa	T16452/1951	1698.5758H	K1044/1993RMPTA K1092/1079RMPTA	-SAMANCOR CHROME LTD -TRANSVAAL MINING & FINANCE CO LTD
DOORNBOSCH 294 KT					
Portion 0 (Remaining Extent)	National Government of the Republic of South Africa	T25231/1971	1257.8240H	K6395/1996RMPTA K7406/1997RMPTA	-RANDGOLD $ EXPLORATION CO LTD -SAMANCOR LTD
Portion 1 (Remaining Extent)	Samancor Chrome LTD	T84360/2007	268.6579H	VA3986/2013	-SAMANCOR CHROME LTD
Portion 2 (Remaining Extent)	Samancor Chrome LTD	T84360/2007	960.1337H	VA3986/2013	-SAMANCOR CHROME LTD
Portion 3	Samancor Chrome LTD	T84360/2007	21.4133H	VA3986/2013	-SAMANCOR CHROME LTD
Portion 4	Samancor Chrome LTD	T133491/1997	480.0669H	VA3986/2013	-SAMANCOR CHROME LTD
Portion 5	Samancor Chrome LTD	T133491/1997	68.5226H	VA3986/2013	-SAMANCOR CHROME LTD
Portion 6	Samancor Chrome LTD	T84360/2007	572.5562H	VA3986/2013	-SAMANCOR CHROME LTD

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Take **Further Notice** that the Office of the Regional Land Claims Commissioner: Limpopo is processing this land claim. Any party that has an interest in the above-mentioned properties is hereby invited to submit in writing within **90 Days** of the publication of this notice, any comments or detailed objections on this Land Claim to the Regional Land Claims Commissioner: Limpopo, using the under-mentioned contact details and under reference number: **KRP 1515.**

Office of the Regional Land Claims Commissioner: Limpopo **or**
Private Bag X9552
POLOKWANE, 0700

Submission may also be delivered at:
Thabakgolo Nedbank Building
13th – 15th Floor
50 – 58 Landros Mare Street
POLOKWANE, 0700

MR. LEBJANE MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER
DATE: 2024/11/28

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DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. 5653 **13 December 2024**

OCCUPATIONAL HEALTH AND SAFETY ACT, (ACT 85 OF 1993) AS AMENDED

INCORPORATION OF THE NATIONAL CODE OF PRACTICE FOR INSPECTION AND TESTING OF LIFT, ESCALATOR AND PASSENGER CONVEYOR INTO LIFT, ESCALATOR AND PASSENGER CONVEYOR REGULATIONS 2010

I Millysind E. Ruiters, appointed as Chief Inspector in terms of Section 27(1) of the Occupational Health and Safety Act, (Act 85 of 1993) as amended , and by virtue of the power delegated to me by the Minister of Employment and Labour, in terms of Section 42(1) of the Act and after consultation with the Advisory Council for Occupational Health And Safety hereby, under Section 44 of the Occupational Health and Safety Act, (Act 85 of 1993), as amended, incorporate the National Code of Practice for Inspection and testing of Lift, Escalator and Passenger Conveyor into the said regulations.

Millysind E. Ruiters

Chief Inspector

FOREWORD

This Code of Practice is to provide clarity and direction to all stakeholders directly or indirectly related to the inspection and testing of lift in to the lift, Escalator and Passenger Conveyor Regulations. This document consists of annexures on the commission and inspection of the lift, escalator and passenger conveyor.

Content

1. Annex A Vertical lift platform

2. Annex B Vertical lift platform

3. Annex A Passenger and Access Goods only

4. Annex A Rack and pinion lift

5. Annex B Electric lift

6. Annex A Escalator and travelator (motorised walkway)

DEPARTMENT OF EMPLOYMENT AND LABOUR

Annexure A

Doc No

OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993

LIFT, ESCALATOR AND PASSENGER CONVEYOR REGULATIONS

ALL TESTS IN ACCORDANCE WITH SANS 50081- 41

Commissioning Report for Vertical Lift Platform

NOTE: Statements and replies to all relevant questions should be annotated in the appropriate boxes. Where multiple questions are posed, only one of the alternate boxes should be ticked)

Description of installation **Date**

Name of User (Owner or Occupier):

Building Name:

Building Address:

Equipment Manufacturer name

Date Manufactured:

Model:

Installation mounting method?

Length of travel Meters

No. of levels served: Front

Rear

Side

Official installation number:

Vendor Identification S/N:

Functional name and/or location:

General Information:

DA Roped/No Ropes:

Rope Ø: mm:

Number of rope grips:

Ram Ø: (Type/Manufacturer)

Hose Ø: (Test pressure) mm: Kpa:

Shaft enclosure

a) Enclosed b) Semi enclosed c) Open d) Glazed

Type of drive

Drum drive Traction drive Hydraulic Chain drive Screw

Lift Car Load / Speed

Rated load Kg

Number of persons:

Rated Speed m/s

Lift Platform Dimensions

a) Internal width (wall-to-wall) mm

b) Internal depth (front return to rear wall) mm

c) Platform Area m²

Electrical Power supply:

Volts supply: V

Max Amps: A

Power rating: kW

Speed: rpm

Electrical supply :

Permanent:

(during construction) Temporary:

If temporary -the power supply section needs to be re-measured and recorded

Pump & valve make: Serial Number:

RCD device: Earth continuity:

Insulation test: Motor: M__ Mains: M__ Safety: M__

Car Loading:	Pressure (kPa)	Lift Speed (m.s)	Lift motor readings	
			V	A
Empty:				
Rated:				
			Manual lowering speed:	m/s

Journey time: (Total travel up with full lo[ ] s. TR1 setting: [ ] s. Trip time: [ ] s.

Motor protection settings:

Stall current: [ ] A. Trip time: [ ] s. Overload setting: [ ] A.

Rapture valve operation:

Rupture valve adjuster bolt settings: [ ] mm.

Safety gear operation:

Distance travelled upon operation : [ ] mm.

X2 pressure: [ ] kPa

Static pressure:

Empty: [ ] kPa

Rated: [ ] kPa

Presure switch: [ ] kPa

Relief Valve: [ ] kPa Secured from unauthorized interference [ ]

Pipework:

Oil level with lift at top floor : [ ]

Anti-creep operation full load: [ ]

Overtravels:

Top O/T: [ ] mm.

Top U/L: [ ] mm.

Bottom O/T: [ ] mm.

Floor level deviation:

Full Load +-: [ ] mm.

No Load +-: [ ] mm.

Clean ram: [ ] mm.

Contacts and circuits:

Limits: [ ] Ultimate limit latching: [ ] Car stop switch: [ ]

Pit stop switch:

Pit prop switch: [ ] Landing locks: [ ] Safety gear switch: [ ]

Anti-creep

Pit prop switch: [ ] Landing locks: [ ] Safety gear switch: [ ]

Indicators:

Alarm: [ ] Remote alarm: [ ] Key switches: [ ]

Key number/s [ ]

SANS approved type test marks:

Car: [ ] Locks: [ ] Buffers: [ ]

Rapture valve: [ ] Safety gear: [ ]

Landing door type:

Fire rated: [ ]

Fire Rating: [ ] min.

Powered:

Manufacturer:

Test complete:

Yes No

H/Over:

Yes No

Items:

Contract electrical supply: V Phase: Hz

Travel: m Number of levels served:

Rated load: kg Rated speed: m/s

Examination and test
Earthing arrangements

a. Is all metal work that encloses live electrical conductors bonded to the main earthing terminal by protective conductors? Yes No

b. Is the platform bonded to earth by a separate protective conductor? Yes No

c. Does the resistance of the earth protective path exceed 0,1/Ω? Yes No

Insulation resistance to earth

a. Power circuits M/Ω

b. Safety circuits M/Ω

Electrical tests:

a. Main voltage, at time of test V

b. Control circuit voltage, at full load V

c. Key wiring diagram numbers

d. Motor data plate details PH/ V/ A

e. What is the actual running current with full load? A

f. Type of motor overload?

Sensitive edges

a. Does the platform sensitive edge prevent upward movement of the lift when operated at both ends and at mid point? Yes No

b. Does the platform sensitive edge prevent upward movement of the lift when operated on all three sides of the platform?	Yes		No	
Isolation keyswitch				
a. Does the isolation keyswitch disable the lift?	Yes		No	
b. Do the landing isolation keyswitches disable the adjacent call button?	Yes		No	
Levelling accuracy				
a. With the rated load on the platform, does it level to within ± 1 mm of the landings served?	Yes		No	
Liftway protection				
a. Is the liftway protection recommended in_____ adequate?	Yes		No	
b. Is a stop switch provided in the pit and on the carriage?	Yes		No	
c. Do the stop switches prevent movement of the car when operated?	Yes		No	
Doors and Interlocks				
a. Are all enclosure doors/gates fitted with interlocks?	Yes		No	
b. Do the interlocks operate correctly?	Yes		No	
c. With the platform between floors (out-of-door zones), are the doors/gates prevented from opening via the normal platform and landing controls?	Yes		No	
d. With any door of the lift open, will the lift travel in either direction?	Yes		No	
Clearances				
a. Are the liftway clearances as recommended in ?	Yes		No	
Notices				
a. Is the "emergency lowering" notice fitted to the hydraulic pump unit?	Yes		No	
b. Is the correct load plate fitted on the platform?	Yes		No	
c. Is the "electrical" warning notice fitted to the controller cabinet door?	Yes		No	
d. Is the notice fitted to the switch fuse box "Switch off only when the platform is at the lowest level"?	Yes		No	
e. Is the emergency release label fitted to both manual door locks?	Yes		No	
Isolation keyswitch				
a. Is the manually operated scotching device available?	Yes		No	
b. If so, does the device operate correctly?	Yes		No	
Emergency back-up supply				
a. Does the battery back-up supply lower the lift and unlock the door?	Yes		No	
b. Is the platform alarm operational?	Yes		No	
Limit switches				
a. Do the terminal stopping switches stop the lifting platform at terminal levels?	Yes		No	
b. Does the ultimate limit switch stop the lifting platform when operated?	Yes		No	
c. State the overtravel of the platform when the ultimate limit switch is operated.	Yes		No	
Hydraulic drive unit tests				
a. With rated load in the car and at highest floor level, state the static hydraulic fluid pressure:	Yes		No	
b. Provide the following details of the pump unit (as stated on data plate):	Yes		No	

(1) Manufacturer:

(2) Serial or reference number:

(3) Type: Motor/screw pump

c. Measure and record the following normal running operational data:

Platform loading condition	Hydraulic pressure (see note) kPa	Journey time s	Lift speed m/s
Empty, down			
Empty, up			
Rated, down			
Rated, up			

NOTE : Take pressure readings between check valve or down direction valve and the supply line to the ram.

d. Is the motor run timer set at the longest upward journey time + 10 s? Yes No

e. What is the recorded trip time?

f. What is the setting of the lift pause timer (PT)?

g. What is the pressure at which the relief valve operates (5 500 kPa nominal)?

h. Is the integrity of the pipework acceptable? Yes No

i. Is the relief valve secured against unauthorized interference? Yes No

j. Does the rupture valve stop the lift when the platform is empty? Yes No

k. Does the manual lowering valve function correctly and lower the car at a slow speed not exceeding 0,15 m/s? Yes No

l. When held stationary over a period of 10 min under full load conditions at the upper level, does the platform creep more than 0,5 % of the maximum lift travel? Yes No

m. Does the anti-creep device operate at the upper landing level? Yes No

n. Does the cabin overload device operate when the maximum load is exceeded by 75 kg? Yes No

Conclusions

18.1) Is the lift installation complete?

18.2) Does this installation comply with all relevant Regulations and Standards?

18.3) If the answer to any question in this document was**No,** then it must be explained / substantiated in the space provided below.

19 Declaration of Registered ECSA lift inspector & Overseeing SANAS registered inspector.

I certify that on the equipment was examined and tested in accordance with SANS 50081-41

Registered Lift Inspector @ ECSA registration Number

Name in Block Letters : Signature: Date of inspection:

Name and address of company responsible for installation

Position(s), in the above organisation, of the person(s)

who conducted the installation	
Qualifications of installer	

20 Declaration of Overseeing SANAS registered lift inspector.

I certify that on _____ the installation was checked/overseen and verified by my self

Registered Lift Inspector @ ECSA registration Number _____

Registered SANAS inspection body Number _____

Name in Block Letters :	Signature:	Date of issue:

Comp Reg. No:

ANNEXURE B (normative)

Report Reference Number	Department of Employment & Labour
JOB NO:	LEPC ISP:

COMPREHENSIVE REPORT FOR Vertical Lift Platform

Report for New Installations, Modifications, Periodic Inspection and Testing of Vertical Platform Lift

Inspection Service Provider details:
Physical Address:
SANAS registration number:
Postal Address:
Telephone:
E-Mail:
Web:

NOTE: Statement and replies to the relevant questions should be noted in the appropriate box. Where "YES" OR "NO" is indicated; the appropriate box shall be ticked and deemed to be an actionable item.

1. User and Premises information:

1.1 User	
1.2 Name and address of premises	

2. Lift Data

2.1 Name of manufacturer		2.9 Official Identification	
2.2 Name of installation company		2.10 Serial number	
2.3 Year of Installation		2.11 Unit Identification (e.g A or B)	
2.4 Installed to S.A.N.S standard		2.12 Functional location	
2.5 Year of modification		2.13 Rated Load & Persons	
2.6 Modification installation company		2.14 Rated Speed	
2.7 Equipment modified		2.15 Date of Previous Report	
2.8 Maintenance service Provider		2.16 Type of Previous Report	

3 Condition of Lift

3.1 Were the following parts of the lift tested to verify that they are safe, compliant and in good working order:	**YES**	**NO**	**Test result**
a) Emergency light, alarm & intercom system (if applicable)			
b) Landing doors & car door: closing effort, kinetic energy device & reversal devices?			
c) Landing doors & car door: Locks & interlocking mechanisms ? (Mechanical & electrical)			
d) Safety circuit (e.g Over-running devices (Final limit switch), E-stops.....)			
e) Overspeed governor & safety gear system ?			
f) Brakes and traction ? (Including dynamic breaking if applicable)			
g) Load test with weights every 48 months cycles			
h) Lighting level - Access, machine room compartment, shaft, pit & lift car?			
i) Emergency release operation?			

3.2 Were the following parts of the lift inspected to verify that they are safe, compliant and in good working order:	**YES**	**NO**	**Inspection condition / result**
a) All required Annex documents, phone plates, drawings, certificates & signage are present in the			
b) Landing & car door: frames, railings, panels, sills, shoes, closing devices & surrounds			
c) Enclosure of machine compartment, lift well & car?			
d) Car & counterweight: guides, foxing, shoes,rollers, buffers ?			
e) Car floor to landing floor levels?			
f) Machine drive, suspension ropes/belts or chains and attachments?			

g) Condition of the brake and traction			
h) All electrical equipment? (Also incuding circuit protection)			
i) if present, the hydraulic condition of jack and piping			

Other parts?

3.3 All non-conformances of measurement, conditions or adjustments and defects found are substantiated and recorded in section 5.

4 Documentation

	YES	NO	Refer to item 5 Non conrfomances
4.1) Are all relevant records in place in accordance with lift,escalator and passenger conveyor regulations?			
4.2) Is the commissioning document complete and present in the machinery compartment			

5. Non-conformances of regulatory requirements, non-conformances, repairs, renewals, alterations or safety

5.1 The following safety items shall be attended to immediately (before the lift can be used with safety):

5.2 The following items shall be attended to within a specified period not exceeding item 60 days. Items Listed (below) that are not rectified within 60 days render this report invalid and shall be reported by the inspection service provider as required.

6 Declaration by the Registered Lift Inspector

I, certify that on _____ I thoroughly inspected, tested (or both) this lift and that the above is a true comprehensive report of the result

Registration Category _____ ECSA Registration Number: _____

Physical address: _____ Signature

Postal Address: _____

Name of Registered Lift Inspector: _____

Contact Telephone Number _____

Technical Signatory: Signature

Name of Technical Signatory: _____

Registration Category: _____

ECSA Registration Number: _____

Date: (yyyy-mm-dd) _____

7 Verification of clause 5

Name of Registered Lift Inspector **Signature**

I ,certify that on the ..... day.....month.....year verified and confirm the completion of all iterms raised in clause 5 to my satisfaction.This report/certificate is valid for a period of 24 months from the date of issue, provided that this section is stamped and signed.

DEPARTMENT OF EMPLOYMENT AND LABOUR

Annexure A

Doc No

OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993

LIFT,ESCALATOR AND PASSENGER CONVEYOR REGULATIONS

ALL TESTS IN ACCORDANCE WITH SANS 50081-2(SANS 50081-50 & SANS 50081-31

Commissioning Report for Passenger and Goods Access Only Lifts

NOTE: Statements and replies to all relevant questions should be annotated in the appropriate boxes. Where multiple questions are posed, only one of the alternate boxes should be ticked X

1. Description of Installation

Date

Name of User (Owner / User):

Building Name:

Building Address:

Equipment Manufacturer name

Country of manufacture and factory address

Sold & Installed by (Vendor)

State if this Annexure is applicable to New building, full replacement upgrade/modification (extend)

Length of travel Meters

No. of levels served: Front

Rear

Main Floor: (e.g.. B2, B1, G, 1, 2, 3)

Official Installation number:

Vendor Identification No:

Functional name and/or location:

Lift Type:

Traction Drive Positive Drive

Hydraulic Worm

Lift Car Load / Speed

Rated load Kg

Number of persons:

Rated Speed m/s

Lift Car Dimensions

a) Internal width (wall-to-wall) mm

b) Internal depth (front return to rear wall) mm

c) Car Area -Refere to 5.4.2.3.1 Table 8 0 m²

Shaft enclosure

a) Enclosed b) Semi enclosed c) Open d) Glazed

Machine Room / Compartment - Location

a) Above well: b) Below well: c) at side: d) No machine room: (MRL)

Electrical Power supply:

Volts supply V

Amps rating of C/B A

Electrical supply :

Permanent:

(during construction) Temporary:

If temporary -the power supply section needs to be re-measured and recorded accordingly

Type of supply:

3 phase + E ☐ 3 phase+N+E ☐

Single Phase + E ☐

Have the correct circuit breakers / fuses been fitted ?
Yes ☐ No ☐

Have the correct circuit breakers / fuses been fitted ?

Yes ☐ No ☐

Lock out and tag out possible ☐

Supply marked where power is fed from ☐

Main circuitbreaker/isolator within arm's reach ☐

2. Suspension means (Ropes, Belts, Chains, Screw, Hydraulic)

a) Type of suspension

b) Number: ☐ c) Nominal diameter / width : ☐ mm

d) lay and construction :

e) Certificate present & in order Yes ☐ No ☐

Governor Rope/s

a) Nominal diameter ☐ mm

b) Lay and construction ☐

c) Certificate/s in order Yes ☐ or No ☐

2.1 Suspension

a) Are the suspension anchorages in accordance with relevant SANS standard Yes ☐ No ☐

b) are the grips & springs correctly fitted if present? Yes ☐ No ☐

c) Is compensation provided? Yes ☐ No ☐ Type ☐
if yes, in accordance with relevant SANS standard

2.2 Flat belt suspension:

a) Monitoring system provided Yes ☐ No ☐ Type ☐

3. Over speed governor/s

3.1 *Has the governor been certified as complying with 5.4 of SANS 50081 - 50* Yes ☐ No ☐

3.2 *Is the data plate in accordance with 5.6.2.2.1.8 of SANS 50081 - 20* Yes ☐ No ☐

3.3 *Is the governor sealed?* Yes ☐ No ☐

3.4 Over speed governor rope
Does the governor rope comply with 5.6.2.2.1.3 of SANS 50081 -20 Yes ☐ No ☐

3.5 Are there safe means of testing the over speed governor
in accordance with 5.6.2.2.1.4 of SANS 50081-20 Yes ☐ No ☐

3.6 Car governor
Complete the following:

a) Governor Type: b) Serial No:

c) State if the Governor system is SANS50081-20 compliant or by means of an directive?

d) Can the Governor safely be tested for operation as per SANS 50081-20

Device	Tripping Speed			Does it operate effectively?	
	Marked	Measured			
		Car, up	Car, down	Yes	No
Electrical		m/s	m/s		

Mechanical	m/s	m/s	m/s		

b) State how the car governor was tested at the installation:

c) Over speed governor rope
State the nominal diameter of the rope appropriate to the governor. mm

3.7 Counterweight governor (if fitted)

Complete the following:

a) governor type: b) serial No.:

Device	Tripping Speed			Does it operate effectively?	
	Marked	Measured			
		Counterweight, up	Counterweight, down	Yes	No
Electrical		m/s	m/s		
Mechanical	m/s		m/s		

b) Over speed governor rope
State the nominal diameter of the rope appropriate to the governor. mm

b) State how the counter weight governor was tested at the installation:

4. Safety Gear

a) *Has the safety gear been certified as complying with SANS 50081-50* Yes No

b) *If the answer to 4(a) is YES, does the data plate indicate, in positive terms, whether the safety gear complies with the criteria for type test certification?* Yes No

c) Are all the Safety Gears adjustable parts sealed? Yes No

4.1 Car safety gear tests

NOTE: The test shall be made while the car is descending, with the required load uniformly distributed over the car area, with the machine running until the ropes slip or become slack.

4.1.1 *Progressive safety gear*

4.1.1.1 *Does the safety gear operate correctly ?* in accordance with 6.3.4 of SANS50081-20 Yes No

4.1.1.2 *Is the car floor horizontal or does it slope less than 5% from the horizontal after the safety gear test has been conducted ?* Yes No

4.1.2 Instantaneous safety gear

4.1.2.1 Does the safety gear operate correctly? in accordance with 6.3.4 of SANS50081-20 Yes No

4.1.2.2 *Is the car floor horizontal or does it slope less than 5% from the horizontal after the safety gear test has been conducted ?* Yes No

4.2 Counterweight safety gear tests (if Fitted)

NOTE: The test shall be made while the counter weight is descending and with the car empty until the ropes slip or become slack.

4.2.1 Progressive safety gear

4.2.1.1 *Does the safety gear operate correctly ?* in accordance with 6.3.5 of SANS50081-20 — Yes ☐ No ☐

4.2.2 Instantaneous safety gear

4.2.2.1 *Does the safety gear operate correctly ?* in accordance with 6.3.5 of SANS50081-20 — Yes ☐ No ☐

4.3 Ascending car over speed protection for geared machines

a) State the speed monitoring means in accordance with 5.6.6.10.of SANS 50081-20: 20xx

b) State the speed reducing device (e.g.. Rope gripper, double acting safety gear .. Etc.)

4.3.1 Has the ascending car over speed protection means been certified as complying with 5.7 of SANS 50081 - 50 — Yes ☐ No ☐

4.3.2 Does the ascending car over speed protection means operate in accordance with 5.6.6 of SANS 50081 - 20 — Yes ☐ No ☐

4.4 Unintended car movement

a) Has the lift been provided with a means to prevent or stop the car from moving away from the landings ? in accordance with 5.6.7 of SANS 50081 - 20 — Yes ☐ No ☐

b) Describe the device provided to prevent or stop the car to move away from the landings

c) Does the unintended car movement device operate in accordance with 5.6.7 of SANS 50081 -20 — Yes ☐ No ☐

d) If applicable, was the Dynamic braking tested and found to be working? — Yes ☐ No ☐

5. Buffers

5.1 Energy dissipation buffers (e.g. oil)

5.1.1 Have the buffers been filled to the correct levels? — Yes ☐ No ☐

5.1.2 *Have the buffers been certified as complying with 5.5.4 of SANS 50081 -50* — Yes ☐ No ☐

5.1.3 *If YES, do the data plates indicate, in positive terms, whether the buffers comply with the criteria for type test certification?* — Yes ☐ No ☐

5.1.4 If NO, are they suitable for testing in accordance with item 5.2 below? — Yes ☐ No ☐

5.1.5 *Is the total possible stroke of each buffer in accordance with 5.8.2.2 of SANS 50081 -20* — Yes ☐ No ☐

5.1.6 *a) Is there reduced stroke buffering?* — Yes ☐ No ☐

5.1.6 b) If the answer in 5.1.6 a) is "Yes" does it comply with 5.8.2.2 of SANS 50081-20 — Yes ☐ No ☐

5.2 Buffer Tests

5.2.1 Energy accumulation buffers

Note: Type of energy accumulating buffers — Spring ☐ Rubber ☐

a) *when the car with rated load and the counter weight was brought into contact with the buffers,was the operation satisfactory?* — Yes ☐ No ☐

b) do the buffers comply with applicable SANS standard — Yes ☐ No ☐

5.2.2 Energy dissipation type (e.g. oil)	Yes		No	
a) *when the car with rated load and the counter weight was brought into contact with the buffers at rated speed, or at a speed for which the stroke of the buffers has been calculated, was the operation satisfactory?*	Yes		No	
b) *do the buffers recover automatically after operation?*	Yes		No	
c) *Is the car interior in place after the buffer test ?*	Yes		No	
d) *Has it been ascertained, after the test, that no deteriation has occured which could adversley affect the normal use of the lift? Visual check is considered to be sufficient*	Yes		No	
5.2.3 Buffer to impact plate	Yes		No	
a) Car impact plate to top of buffer distance	mm		Stroke	mm
b) Counterweight impact plate to top of buffer distance	mm		Stroke	mm

6. Brake / Traction Test

6.1 Does the brake sustain the static car, in the lower part of its travel, at the rated load plus 25%?	Yes		**No**	
6.2 Does the brake stop the machine when the car travels downward at rated speed and with rated load plus 25%?	Yes		**No**	
6.3 *Does the car stop under emergency conditions,*				
a) *with the car empty when travelling upwards at the rated speed?*	Yes		**No**	
b) *with the rated load plus 25% when travelling downwards in the lower part of the well at the rated speed?*	Yes		**No**	
6.4 *With the counterweight resting on its compressed buffers, is it impossible for the empty car to be raised under power?*	Yes		**No**	

7. Lighting - Illuminance

7.1 Lighting in well

Is the well provided with permanently install lights complying with the following lux readings?

	Measured		Comply		
a) at least 50 lux 1,0 m above the car roof everywhere	lux	Yes		No	
b) at least 50 lux 1,0 m above the pit floor everywhere	lux	Yes		No	
c) at least 20 lux outside the locations defined in a) and b)	lux	Yes		No	

7.2 Machinery Spaces and pulley rooms

a) at least 300 lux measured at the working plaine OHS Act 1993: Environmental Regulations for Workplaces for Lifts	Yes		No
b) at least 50 lux at floor level to move between working areas	Yes		No
c) at least 50 lux for access ways to machinery spaces and pulley rooms	Yes		No
d) at least 200 lux at machinery cabinet (panels) measured at the devices	Yes		No

7.3 Landings

a) at least 75 lux at floor level in vicinity of landing doors OHS Act 1993: Environmental Regulations for Passages & lobbies	Yes		No

7.4 Lift Car

a) at least 100 lux at 1 m above floor at any point not less than 100 mm from	Yes		No

any wall

b) at least two (2) lamps connected in parallel — Yes ☐ No ☐

c) emergency light in car at least 5 lux for one(1) Hour automatically rechargeable — Yes ☐ No ☐

d) emergency light on top of car at least 5 lux for one(1) Hour automatically rechargeable — Yes ☐ No ☐

d) All Lighting protected against mechanical damage — Yes ☐ No ☐

8. Clearances and run-bys

8.1 Will the car and counterweight clear all obstacles when driven at slow speed?

a) with the car and the rated load compressing the car buffers? — Yes ☐ No ☐

b) with the car empty and the counterweight compressing its buffers? — Yes ☐ No ☐

8.2 What is the distance to the first striking point above the car with the counterweight on the compressed buffer? Noting buffer distances noted under section 5 ☐ mm

Does this comply with relevant SANS standard — Yes ☐ No ☐

8.3 a) **Traction drives -** What is the estimated distance to the first striking point above the counterweight with the car on the compressed buffers? ☐ mm

8.3 b) **Positive drives** - What is the distance to the first striking point above the car when the car hit the top buffers? (Must have top of car buffer) ☐ mm

8.4 With the car on its fully compressed buffers, is there sufficient space to accommodate the rectangular block specified in 5.2.6.4.4 of SANS 50081 -20 and a space of at least 0,5 m between the bottom of the pit and the lowest point of the car? — Yes ☐ No ☐

9. Landing doors and surrounds

9.1 Glass doors/ Glass Car panels / Glass Well enclosure

9.1.1 Do the glass landing / car door comply with 5.3.5.3.4 of SANS 50081-20 — Yes ☐ No ☐

9.1.2 Do the glass panels of the car comply with 5.4.3.2.3 of SANS 50081-20: 20 xx — Yes ☐ No ☐

If 9.1.1 and or 9.1.2 is no then

The glass panels for landing doors, car doors, car walls and walls of the well shall be tested and a test report submitted in accordance with 5.3.5.3.2 of SANS 50081-20 — Yes ☐ No ☐

9.1.3 Do the glass door panels avoid the dragging of children hands on automatic power operated sliding doors as stated in 5.3.6.2.1 (i) of SANS 50081-20 — Yes ☐ No ☐

9.1.4 Do the glass panels of the well comply with 5.2.1.8.2&3 of SANS 50081-20 — Yes ☐ No ☐

9.2 Entrance clearances

9.2.1 Is the horizontal distance between the sill of the car and the sills of all landing doors 35 mm or less? — Yes ☐ No ☐

9.2.2 Is the running clearance between door panels and between panels and uprights, lintels or sills 6 mm or less? — Yes ☐ No ☐

9.2.3 Has it been established that no recess or projection on the face of a sliding door panel exceeds 3 mm? — Yes ☐ No ☐

9.2.4 Is the distance between the inner surface of the well and the sill or framework of the car entrance or door 0,15 m or less, or 0,2 m if over a height not exceeding 0,5 m? 5.2.5.3 of SANS 50081-20 — Yes ☐ No ☐

9.2.5 If the answer to item 9.2.4 above is NO, is the car door mechanically locked when away from the unlocking zone? — Yes ☐ No ☐

9.2.6 Do the landing doors have an automatic mechanical self-closing mechanism and working? Yes ☐ No ☐

9.2.7 Is each set of landing doors capable of being unlocked from the outside with an emergency key? (Triangle key) Yes ☐ No ☐

10. Dynamic tests - Safety contacts/circuits

10.1 *Have the contacts at each landing entrance been proved so that when the contacts are broken, there is no movement of the car?* Yes ☐ No ☐

10.2 *Have the mechanical locks at each landing entrance been proved for positive locking?* Yes ☐ No ☐

10.3 *Have the car door/gate contacts been proved so that when the contacts are broken, there is no movement of the car?* Yes ☐ No ☐

10.4 *Do the final limit switches remove the motor supply before the car or counterweight makes contact with the buffers?* Yes ☐ No ☐

10.5 *Have the stopping switches on the car top, and in the pulley room and pit, been proved so that when the switches are activated , there is no movement of the lift?* Yes ☐ No ☐

10.6 *Have all the other switches in the safety circuits been proved so that when the switches are activated, there is no movement of the car?* Yes ☐ No ☐

11. Door tests -Horizontal Sliding Doors

NOTE Where appropriate, the following tests should be carried out with the car and landing doors coupled

11.1 How are the doors operated?

a) Car doors Manually ☐ Powered ☐

b) Landing doors Manually ☐ Powered ☐

c) Landing doors linked to Power operated car doors Yes ☐ No ☐

11.2 Is the measured maximum force to prevent closing of the doors 150 N or less? Yes ☐ No ☐

State the figure recorded. ☐ N

11.3 Is the measured kinetic energy 10 J or less? Yes ☐ No ☐

State the figure recorded. ☐ J

11.4 Does the protective device reverse the doors in accordance with relevant SANS standard Yes ☐ No ☐

11.5 If the protective device is made inoperative,

a) do the doors remain open? Yes ☐ No ☐

b) do the doors close with a kinetic energy not exceeding 10 J? Yes ☐ No ☐

c) Is the final protection devices kinetic energy less than 4 J? Yes ☐ No ☐

11.6 Is the unlocking zone less than 0,2 m above and below the landing levels *(or 0.35 m in the case of simultaneously operated car and landing doors)?* in accordance with 5.3.8.1 of SANS 50082-20 Yes ☐ No ☐

11.7 Do the landing doors have an automatic self-closing mechanism? Yes ☐ No ☐

11.8 Do the door locks comply with relevant SANS standard Yes ☐ No ☐

11.9 Type of electrical protection provided for the door motor/drive :

a) three-phase circuit-breaker ☐ b) overloads in each phase ☐ c) timing relays ☐ d) Thermistors ☐

e) other (specify): ☐

State the relevant characteristics:

11.10) time to operate: open ☐ sec close ☐ sec b) trip current (if applicable) ☐ A

11.11 Does the contract require that the landing doors and surrounds satisfy

appropriate fire rating requirements? Yes ☐ No ☐

11.12 If YES, what is the fire rating requirement? ____ h

11.10 If the car stop outside the unlocking zone, the force required to open the car doors when outside the unlocking zone is 300 N or greater? Yes ☐ No ☐

11.11 Are the car doors locked when the car is outside the unlocking zone in normal operation? Yes ☐ No ☐

11.12 If glass car doors are fitted do they comply with 5.3.6.2.2.1 h &I of SANS 50081 - 20 Yes ☐ No ☐

12 Main Motor / Drive Data

12.1 State the drive type ____

12.2 Provide the following details of the lift motor (as stated on the data plate):

a) manufacturer ____ e) current rating ____ A

b) serial No. ____ f) speed ____ r/min

c) type ____ g) class of insulation ____

d) power rating ____ kW h) duty rating ____

12.3 Quote the type of, and the following data on, the associated energy converter(s), pump set nameplate (if applicable):

a) type: ____ kW A V r/min c) serial No: ____ kW A V r/min

b) input: ____ ____ ____ ____ d) output: ____ ____ ____ ____

13 Measurements and Data

13.1 Measure and record the following operational data when the car is at midpoint of travel:

High Speed Operation											
Car loading condition		Lift motor speed (note 1)	Lift speed (note 1)	Lift motor input (note 2)			System input (note 3)			Levelling deviation (+ or -) (note 4)
				Running		Start	Running		Start	
		r/min	m/s	V	A	A	V	A	A	mm
Empty	Up									
	Down									
Balanced	Up									
	Down									
Rated	Up									
	Down									

Low Speed Operation (if applicable)								
Car loading condition		Lift motor speed (note 1)	Lift speed (note 1)	Lift motor input (note 2)		System input (note 3)		Levelling deviation (+ or -) (note 4)
				Running		Running		
		r/min	m/s	V	A	V	A	mm
Empty	Up							
	Down							
Balanced	Up							
	Down							
Rated	Up							
	Down							

Methodology of Testing

NOTE 1 Complete either the lift motor speed or the lift speed column in its entirety and make one entry only in the alternative column for the "rated up" condition.

NOTE 2 Take the motor current readings on conductors adjacent to the motor terminal block, while the motor is running steadily.

NOTE 3 Energy converter or equivalent. Measure the system input to the controller from the main supply.

NOTE 4 State the maximum deviation in the appropriate box (i.e. one entry only).

14 Main Drive

14 State type of application e.g. Ward Leonard , VVVF etc.

14.1 Measure and record the following (as appropriate):

Type of device	Manual reset	Automatic reset	Time to operate (s)	Trip current A
Circuit breaker				
Fuses				
Overloads, in each phase				
Timing relay				
Thermistor				

14.2 Have these been found to be satisfactory? Yes ☐ No ☐

15 Converter input or MG set drive motor (where applicable)

15.1 Measure and record the following (as appropriate):

Type of device	Manual reset	Automatic reset	Time to operate Sec	Trip current A
Circuit breaker				
Fuses				
Overloads, in each phase				
Timing relay				
Thermistor				

15.2 Have these been found to be satisfactory? Yes ☐ No ☐

16 Balance and levelling

16.1 From the measurements recorded in item 13, is the balance satisfactory in accordance with manufacturers data? Yes ☐ No ☐

16.2 State the percentage of the balance:

a) design : ☐ % b) actual: ☐ %

16.3 Does the lift stop within the levelling accuracy recommended by the manufacturer? Or Yes ☐ No ☐

16.4 Does the run time limiter work in accordance with 6.3.12 of SANS 50081-20 Traction 5.9.2.7 and Hydraulic 5.9.3.10 of SANS 50081-20 Yes ☐ No ☐

17 Insulation Resistance to earth

NOTE This value should not be less than 0,5 MΩ at 250 V when measured using a calibrated instrument.

as per 5.10.1.2.3 Table 16 of SANS 50081-20

17.1 Lift motor ☐ MΩ

17.2 MG set Ward-Leonard system fitted in accordance to 5.9.2.5.3 of SANS 50082 -20 Yes ☐ No ☐

a) Motor ☐ MΩ b) Generator (If Fitted) ☐ MΩ

17.3 Power systems ☐ MΩ

17.4 Safety circuits ☐ MΩ

18 Earthing

18.1 Is the maximum continuity resistance to earth less than 0,5 ohms? Yes ☐ No ☐

18.2 Is the car connected to the controller earthing terminal by a separate conductor ? Yes ☐ No ☐

18.3 If the insulated protective conductor of the mains supply has a cross section of < 10 mm²
A second insulated protective conductor (for example from lighting supply) with at least

the same cross section is connected. Yes ☐ No ☐

18.3 Does the earthing of the most remote contact (lock or push button) operate a fuse or trip a circuit-breaker without delay? Yes ☐ No ☐

19 Protection of conductors

19.1 Is the fixed wiring in conduit (or in trunking, or in fittings that ensure equivalent protection) throughout? In compliance with relevent standard Yes ☐ No ☐

19.2 Does the electrical wiring comply with relevant SANS standard Yes ☐ No ☐

20 Lighting and Socket outlets

20.1 Is the electrical supply to the car , well, machinery spaces, pully rooms, emergency and tests panel(s) independent from the supply to the machine comply with 5.10.7.1 of SANS 50081-20 Yes ☐ No ☐

20.2 Are all socket outlets on top of car, machine compartment and in pit fed from an independent supply comply with 5.10.7.2 of SANS 50081-20 and comply with SANS 164-2 Yes ☐ No ☐

20.3 Are all socket outlets fed from a "earthleakage deivce" (RCD) with a maximum tripping current of 30mA comply with 5.10.1.2.3 of SANS 50081-20 also refer to 5.1.3.2.2 of SANS 10142 Yes ☐ No ☐

a) Tripping current of E/L Unit for socket outlet on top of car ☐ mA

b) Tripping current of E/L Unit for socket outlet in pit ☐ mA

c) Tripping current of E/L Unit for socket outlet in machine compartment / room ☐ mA

20.4 Phase reversal and phase failure device

20.4.a The phase reversal and phase failure device operate correctly? Yes ☐ No ☐

20.4.b Return to service / operation is only possible by manual resetting in case of Earth Fault. Yes ☐ No ☐

21 Inspection control stations

21.1 Inspection Speed up ☐ m/s Inspection Speed down ☐ m/s
refer to 5.12.1.5.2.1 (e) of SANS 50081-20 (Max 0.63 m/s)

21.2 Are there inspection controls present on top of car, in the pit , on platform and in the controller Yes ☐ No ☐

21.3 Does the design and the operation of the inspection control stations comply with applicable SANS standard Yes ☐ No ☐

NOTE 1 Where required, the car roof shall be fitted with a balustrade.

21.4 Does the car roof fulfil the requirements of applicable SANS standard Yes ☐ No ☐

21.5 Is the return to normal service (electrical reset) after exiting the pit present and operational Yes ☐ No ☐

22 Duty cycle test

Does the lift operate satisfactorily for a period of at least 0,5 h when running with the rated load, full travel and intermediate stops in both detections at a rate at least equal to the number of starts per hour? Yes ☐ No ☐

If the answer is NO, state the reasons. ☐

NOTE It might be necessary to omit the operation of the doors to achieve the required number of motor starts per hour.

23 General

23.1 a) Is the: (Factory serial number, Maximum load, Number of persons, Rated Kg, Official Government Identification No) indicated in the lift car? Yes ☐ No ☐

23.1 b) Is the official installation number indicated in the lift car? Yes ☐ No ☐

23.2 Is the year of construction indicated in the lift car? Yes ☐ No ☐

23.3 Is an overload monitoring device (sound & light indication) fitted in accordance with Yes ☐ No ☐

applicable SANS standard

23.4 Does the fire control system (if provided) comply with the local and National requirements?	Yes ☐	No ☐
23.5 Are the emergency rescue instructions displayed in the machine room /spaces and in accordance with 5.2.6.2.3 of SANS 50081-20 and to the relevant equipement used on site	Yes ☐	No ☐
23.6 Are the required ventilation means supplied to the machine room space are per manufacturer	Yes ☐	No ☐
23.7 List other SANS standards of compliance at time of installation. (Eg. Part 70, Part 21,.....)		
23.8 List if there is any IP rated equipment required and what the IP rating applied is		
23.9 Does the emergency operation system(s) function correctly, in accordance with SANS standard	Yes ☐	No ☐
23.10 Are the machine room compartments conditions satisfactory ? in accordance with SANS standard	Yes ☐	No ☐
If the answer is NO, state the reasons:		
23.11 Are the provisions for ventilating the machine room compartment adequate?	Yes ☐	No ☐
23.12 Are the machine room doors or trap doors or control panels placed elsewhere than a lockable machine room fitted with a suitable lock complying with SANS standard	Yes ☐	No ☐
23.13 Does the emergency (ALARM SYSTEM) communication comply ?	Yes ☐	No ☐
23.14 Do the emergency communications / intercom systems work between the lift car and the on site rescue centre?	Yes ☐	No ☐
Type (e.g. intercom /GSM)		
Should the system be GSM, state the cell number and where it dials to		
Intercom make / supplier		
23.15 Does the emergency lighting of the car comply with SANS stabdard (5 lux for 1 hr)	Yes ☐	No ☐
23.16 Is there a means of access to all items of lift equipment, in accordance with applicable SANS standard	Yes ☐	No ☐
23.17 Are the safety notices/instructions specified in SANS standard	Yes ☐	No ☐
a) Machine space / room?	Yes ☐	No ☐
b) Machine space / room door ?	Yes ☐	No ☐
c) Head room?	Yes ☐	No ☐
d) Top of car ?	Yes ☐	No ☐
e) All landing doors marked with corresponding floor designations?	Yes ☐	No ☐
f) Pit area?	Yes ☐	No ☐
g) Group of lifts. Are the lifts marked in the machineroom compartment, top of car and pit	Yes ☐	No ☐
23.19 Has a counterweight screen in the pit been fitted?	Yes ☐	No ☐
23.20 Should the answer of 23.14 be "No", has the correct compliant alternative been applied?	Yes ☐	No ☐
23.21 Is the distance required between counterweight to buffer displayed in the pit area?	Yes ☐	No ☐
23.22 Is the car to buffer manufacturers distance required distance displayed in the pit area?	Yes ☐	No ☐
23.23 Have the car and landing apron's been fitted?	Yes ☐	No ☐
23.24 More than one lift sharing a shaft, is the shaft dividing screen fitted & compliant?	Yes ☐	No ☐

24 Conclusions

24.1 Is the lift installation complete and does it comply with the requirements of SANS standard Yes ☐ No ☐

24.2 Are there any other matters that require attention before the installation can be put into service? Yes ☐ No ☐

NOTE Such matters might not form part of the contract for the lift but might form part of the installation and be the responsibility of others.

24.3 If the answer to item 24.2 is YES provide the details.

25 Declaration of Registered ECSA Lift Inspector & Overseeing SANAS Registered Inspector.

I certify that on _____ the equipment was examined and tested in accordance with SANS 50081-20 and 50

Name in Block Letters :	Signature:	Date of inspection:

Name and address of company responsible for examination	
Position(s), in the above organisation, of the person(s) who conducted the examination	
Qualifications of the examiner	

26 Declaration of Overseeing SANAS registered Lift Inspector.

I certify that on _____ the installation was checked/overseen and verified by myself

Registered Lift Inspector @ ECSA registration Number _____

Registered SANAS inspection body Number _____

Name in Block Letters :	Signature:	Date of issue:

DEPARTMENT OF EMPLOYMENT AND LABOUR

Annexure A

Doc No

OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993

LIFT,ESCALATOR AND PASSENGER CONVEYOR REGULATIONS

ALL TESTS IN ACCORDANCE WITH SANS 1545-6

Commissioning Report for Rack and Pinion Lift

NOTE: Statements and replies to all relevant questions should be annotated in the appropriate boxes. Where multiple questions are posed, only one of the alternate boxes should be ticked X

1. Description of Installation

Date

Name of User (Owner or Occupier):

Building Name:

Building Address:

Equipment Manufacturer name

Country of manufacture and factory address

Sold & installed by (Vendor)
Is this a permanent installation?

Is this a temporary installation for builders work?

State if Annexure is applicable to New building, full replacement upgrade/modification (extend)

Length of travel Meters

No. of levels served: Front

Rear

Main Floor: (e.g. B2, B1, G, 1, 2)

Official Installation number:

Vendor Identification No:

Functional name and/or location:

Rack and Pinion Material:

Rack material:

Pinion material:

Number of pinions:

Process (rolled or hardened):

Nominal diameter of pinion/s: mm:

Lift Car Load / Speed

Rated load Kg

Number of persons:

Rated Speed m/s

Lift Car Dimensions

a) Internal width (wall-to-wall) mm

b) Internal depth (front return to rear wall) mm

c) Car Area 0 m²

Electrical Power supply:		Electrical supply :	
Volts supply:	V	Permanent:	
Amps rating of C/B:	A	(during construction) Temporary:	
Hertz rating:	HZ	If temporary -the power supply section needs to be re-measured and recorde	
Wires:			

2. Safety Gear

Safety Gear serial number: Expiry Date:

2.1)	Has the safety gear been type tested?	Yes		No
2.2)	If the answer ito 2.1 is 'yes', does the data plate indicate, in positive terms, whether the safety gear complies with the criteria for type test certificate?	Yes		No
2.3)	Was the a drop test done and the result satisfactorily?	Yes		No
2.4)	Are the safety gear adjustable parts sealed?	Yes		No

3. Brake/s

3.1)	Does the brake/s sustain the static car, in the lower part of its travel, with the rated load plus 35%?	Yes		No
3.2)	Does the brake stop the machine when the car travel downward at rated speed and with rated load plus 15%?	Yes		No
3.3)	Where more than one brake is used, does the total number of brakes,minus one brake, stop the car when it moves down with its rated load and at rated speed?	Yes		No

4. Buffers

4.1)	Are the buffers correctly installed under the car striking plates?	Yes		No
4.2)	Is the buffer test satisfactory?	Yes		No

5. Clearances and run-bys

5.1)	Will the car clear all obstacles when driven at slow speed?	Yes		No
5.2)	Is there sufficient refuge space in the pit for a mechanic when the lift is on its fully compressed buffer/s?	Yes		No
5.3)	If the answer in 5.2 is no, is there a rack-lock installed or? available in the pit area?	Yes		No
5.4)	Is there sufficient refuge space on top of the car for a mechanic when the lift is on its	Yes		No
5.5)	Is the horizontal distance between the car and any platform or stairs 500 mm or more where there is no shaft enclosure?	Yes		No
5.6	Does the lift have a pit	Yes		No

6. Landing doors and surrounds

State	the type of doors	Yes	Yes

6.1)	Is the horizontal distance between the sill of the car and sill of all landing doors 35 mm or less?	Yes ☐	No ☐
6.2)	Is the distance between the inner surface of the well and the sill or framework of the car entrance or door 0.15 m or less, or 0.2 m if over aheight not exceeding 0.5 m?	Yes ☐	No ☐
6.3)	If the answer to 6.2. above is No, is the car door mechanically locked when away from the unlocking zone?	Yes ☐	No ☐
6.4)	Is the horizontal distance between the car and the landing doors 120 mm or less?	Yes ☐	No ☐
6.5)	Is each set of the landing doors capable of being unlocked from the outside with an emergency dislocking key?	Yes ☐	No ☐

7. Dynamic tests - Safety contacts/circuits

7.1)	Have the contacts at each landing entrance been proved so that when the contacts are broken, there is no movement of the car?	Yes ☐	No ☐
7.2)	Have the mechanical locks at each landing entrance been proved for positive locking?	Yes ☐	No ☐
7.3)	Have the car door/gate contacts been proved so that when the contacts are broken, there is no movement of the car?	Yes ☐	No ☐
7.4)	If separate terminal stopping switches are fitted, do they operate satisfactorily?	Yes ☐	No ☐
7.5)	Do the final limit switches remove the motor supply before the car comes into contact with its buffers?	Yes ☐	No ☐
7.6)	Have the stopping devices on the car top, and in the pit been proved so that when the devices are operated, there is no movement of the car?	Yes ☐	No ☐
7.7)	Have all other switches/contacts in the safety circuits been proved so that when they are broken, there is no movement of the car?	Yes ☐	No ☐
7.8)	Does the phase reversal and phase failure device operate correctly?	Yes ☐	No ☐
7.9)	Does the lift stop within the levelling accuracy recommended by the manufacturer?	Yes ☐	No ☐

8. Insulation resistance to earth

These values should not be less than 0,5 M Ohms at 500 V when measured using a calibrated instrument.

8.1)	Lift motor	M Ohm
8.2)	Power systems	M Ohm
8.3)	Safety circuits	M Ohm

9. Earthing

9.1)	Is the maximum continuity resistance to earth less than 0.5 Ohm?	Yes ☐	No ☐

9.2) Is the car connected to the controller earthing terminal by a separate conductor greater or equal to 0.75 mm square? Yes ☐ No ☐

9.3) Does the earthing of the most remote contact (lock or push button) operate a fuse or trip a circuit breaker without delay? Yes ☐ No ☐

10. Protection of conductors

10.1) Is the fixed wiring in conduit (or in trunking, or in fittings that ensure equivalent protection) throughout? Yes ☐ No ☐

10.2) If not, do the cables comply with the relavant SANS specification? Yes ☐ No ☐

11. Measurements of the electrical system

11.1) State power system: ☐

11.2) Provide the following details of the lift motor (as stated on the data plate):

a) Manufacturer ☐

b) serial number ☐

c) type ☐

d) power rating ☐ kW

e) current rating ☐ A

f) speed ☐ r/min

g) class of insulation ☐

h) duty rating ☐

12. Measure and record the following operational data

High speed operation											
Car loading condition		Lift motor speed (note 1)	Lift speed (note 1)	Lift motor input (see note 2)			System input (see note 3)			Leveling deviation (+ or -) (note 4)
				Running		Start	Running		Start	
		r/min	m/s	V	A	A	V	A	A	mm
Empty	Up									
	Down									
Rated	Up									
	Down									

NOTE 1 Complete either the lift motor speed or the lift speed column in its entirety and make one entry only in the alternative column for the "rated up" condition.

NOTE 2 Take the motor room current readings on conductors adjacent to the motor terminal block, while the motor is running steadily.

NOTE 3 Energy convertor or equivalent. Measure the system input to the controller form the main supply.

NOTE 4 State the maximum deviation in the appropriate box (i.e. one entry only).

Quote the following data on, the associated energy convertor(s) nameplate (if applicable)

a)	type:				
b)	serial no.:				
c)	input:	kW	A	V	rpm
d)	output:	kW	A	V	rpm

13. Lift motor overcurrent protective devices - Main windings

13.1) Measure and record the following (as appropriate):

Type of device	Manual reset	Automa reset	Time to operate s	Trip current A
Circuit-breaker		-		
Overloads, in each phase		-		
Timing relay		-		Full load
Thermistor				

13.2) Have these been found to be satisfactory? Yes ☐ No ☐

14. Convertor input

14.1) Measure and record the following (as appropriate):

Type of device	Manual reset	Automa reset	Time to operate s	Trip current A
Circuit-breaker		-		
Overloads, in each phase		-		
Timing relay		-		Full load
Thermistor				

14.2) Have these been found to be satisfactory? Yes ☐ No ☐

15. Car roof control station

15.1) Speed up : ☐ m/s Speed down : ☐ m/s

15.2) Do the design and the operation of the car roof station comply with the relevant SANS Specification? Yes ☐ No ☐

Where required, the car roof shall be fitted with a ballustrade, which complies with the SANS Specification

The car roof shall fulfill the requirements of the relevant SANS Specification.

16. Duty cycle test

Does the lift operate satisfactorily for a period of at least 0.5 h when running with rated load, full travel and intermediated stops Yes ☐ No ☐

at a rate of starts at least equal to the number of starts per hour as specified?

If the answer is **NO**, state reasons: ☐

17. General

17.1)	Is the maximum load (e.g. number of persons, kg and identification no.) indicated in the car?	Yes ☐	No ☐
17.2)	Does it comply with the relevant SANS Specification?	Yes ☐	No ☐
17.3)	Is an overload monitoring device fitted in accordance with the relevant SANS Specification?	Yes ☐	No ☐
17.4)	Does the fire control system (if provided) comply with the local Building Regulations?	Yes ☐	No ☐
17.5)	Are the emergency instructions displayed anywhere?	Yes ☐	No ☐
17.6)	Does the emergency operation system(s) function correctly, in accordance with the relevant SANS Specification?	Yes ☐	No ☐
17.7)	Has the functioning of the emergency operation system(s) been demonstrated?	Yes ☐	No ☐
	If the answer is **YES**, to whom has it been demonstrated?	Yes ☐	No ☐
	Name: Organization:		
17.8)	Is the artificial lighting in the machine room adequate for maintenance purposes?	Yes ☐	No ☐
17.9)	Does the artificial lighting in the well (if required) comply with the relevant Regulations and Standards?	Yes ☐	No ☐
17.10)	In the case of an installation without a machinery room, are the machine spaces satisfactory and safe?	Yes ☐	No ☐
17.11)	What are the means of emergency communication for passengers?	☐	
17.12)	Do the emergency communications work?	Yes ☐	No ☐
17.13)	Does the emergency lighting of the car comply with the relevant Regulations and Standards?	Yes ☐	No ☐

18. Conclusions

18.1) Is the lift installation complete?

18.2) Does this installation comply with all relevant Regulations and Standards?

18.3) If the answer to any question in this document was **No,** then it must be explained / substantiated in the space provided below.

19 Declaration of Registered ECSA Lift Inspector & Overseeing SANAS Registered Inspector.

I certify that on _____ the equipment was examined and tested in accordance with SANS 50081-20 and 50

Name in Block Letters :	Signature:	Date of inspection:

Name and address of company responsible for examination	
Position(s), in the above organisation, of the person(s) who conducted the examination	
Qualifications of the examiner	

20 Declaration of Overseeing SANAS Registered Lift Inspector.

I certify that on _____ the installation was checked/overseen and verified by my self

Registered Lift Inspector @ ECSA registration Number	
Registered SANAS inspection body Number	

Name in Block Letters :	Signature:	Date of issue:

Registered Lift Inspector @ ECSA registration Number	

Name in Block Letters :	Signature:	Date of issue:

ANNEXURE B

Report Reference Number

Comp Reg. No: | Job No. | Department of Employmen Labour Registration No. LEPC ISP:

COMPREHENSIVE REPORT FOR ELECTRIC LIFTS

Report for New Installations, Modifications, Periodic Inspection and Testing of Electric Lifts

Inspection Service Provider details:
Physical Address: SANAS registration number:
Postal Address: Telephone
E-Mail
Web

NOTE: Statement and replies to the relevant questions should be noted in the appropriate box. Where "YES" OR "NO" is indicated; the appropriate box shall be ticked and deemed to be an actionable item.

1. User and Premises information:

1.1 User	
1.2 Name and address of premises	

2. Lift Data

2.1 Name of OEM		2.9 Official Identification	
2.2 Name of installation company		2.10 Serial number	
2.3 Year of Installation		2.11 Unit Identification (e.g A or B)	
2.4 Installed to S.A.N.S standard		2.12 Functional location	
2.5 Year of modification		2.13 Rated Load & Persons	
2.6 Modification installation company		2.14 Rated Speed	
2.7 Equipment modified		2.15 Date of Previous Report	
2.8 Maintenance service Provider		2.16 Type of Previous Report	

3 Condition of Lift

3.1 Were the following parts of the lift tested to verify that they are safe, compliant and in good working order:	YES	NO	Test result
a) Emergency light, alarm & intercom system (if applicable)			
b) Landing doors & car door: closing effort, kinetic energy device & reversal devices?			
c) Landing doors & car door: Locks & interlocking mechanisms ? (Mechanical & electrical)			
d) Safety circuit (e.g Over-running devices (Final limit switch), E-stops.....)			
e) Overspeed governor & safety gear system ?			
f) Brakes and traction ? (Including dynamic breaking if applicable)			
g) Load test with weights every four (4) years			
h) Lighting level - Access, machine room compartment, shaft, pit & lift car?			
i) Emergency release operation?			

3.2 Were the following parts of the lift inspected to verify that they are safe, compliant and in good working order:	YES	NO	Inspection condition / result
a) All required Annex documents, phone plates, drawings, certificates & signage are present in the machine compatment			
b) Landing & car door: frames, railings, panels, sills, shoes, closing devices & surrounds			
c) Enclosure of machine compartment, lift well & car?			
d) Car & counterweight: guides, foxing, shoes,rollers, buffers ?			
e) Car floor to landing floor levels?			
f) Machine drive, suspension ropes/belts or chains and attachments?			
g) Condition of the brake and traction			
h) All electrical equipment? (Also incuding circuit protection)			
i) if present, the hydraulic condition of jack and piping			
Other parts?			

3.3 All non-conformances of measurement, conditions or adjustments and defects found are substantiated and recorded in section 5.

4 Documentation

	YES	NO	Refer to item 5 Non confomances
4.1) Are all relevant records in place in accordance with and lift,escalator and passenger conveyor regulations?			
4.2) Is the commissioning document complete and present in the machine compartment			

5. Non-conformances of regulatory requirements, non-conformances, repairs, renewals, alterations or safety

5.1 The following safety items shall be attended to immediately (before the lift can be used with safety):

5.2 The following items shall be attended to within a specified period not exceeding item 60 days. Items Listed below) that are not rectified within 60 days render this report invalid and shall be reported by the inspection service provider as required

6 Declaration by the Registered Lift Inspector

I, certify that on _____ I thoroughly inspected, tested (or both) this lift and that the above is a true comprehensive report of the result

Registration Category : _____ ECSA Registration Number: _____

Physical address: _____ Signature

Postal Address: _____

Name of Registered Lift Inspector: _____

Contact Telephone Number _____

Technical Signatory: Signature

Name of Technical Signatory: _____

Registration Category: _____

ECSA Registration Number: _____

Date: (yyyy-mm-dd) _____

7 Verification of clause 5

Name of Registered Lift Inspector	Signature

I ,certify that on the ..... day.....month.....year verified and confirm the completion of all iterms raised in clause 5 to my satifacfory.This report/certificate is valid for a period of 24 months from the date of issue, provided that this section is stamped and signed.

DEPARTMENT OF EMPLOYMENT AND LABOUR

Annexure A

Doc No

OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993

LIFT,ESCALATORS AND PASSENGER CONVEYOR REGULATIONS

ALL TESTS IN ACCORDANCE WITH SANS 1543 / SANS 115

Commissioning Report for Escalators and Travelators (motorised walkways)

NOTE: Statements and replies to all relevant questions should be annotated in the appropriate boxes. Where multiple questions are posed, only one of the alternate boxes should be ticked X

1. Description of Installation **Date :**

Name of User (Owner / User):	Equipment Manufacturer name
	Country of manufacture and factory address
Building Name:	
Building Address:	Sold & Installed by (Vendor)
	State if Annexure is applicable to New building, full replacement upgrade/modification (extend)
Floor to floor vertical height mm	Official Installation number:
Travel direction if set permanent	Vendor Identification No:
Inclination angle o	Functional name and/or location:
Environment (Indoor, out-door..)	Type:
Serving floor (e.g.. G - 1)	Direct star Delta / Soft start
	V3F Slow down / V3F Slow stop/start

Escalator / travelator duty & speed

Segment (office, mall...)

Duty rating / people move persons / hour

Rated Speed m/s

Steps

a) Step or rubber belt

b) Step / belt width mm

c) Amount of flat steps at return station

d) Total amount of steps

Truss enclosure

a) Stainless steel b) Glazed c) Steel plate d) Concrete / brick

Balustrade

a) Stainless steel ☐ b) Glazed ☐ c) Steel plate ☐ d) Other ☐

Electrical Power supply:

Volts supply ☐ V

Amps rating of C/B ☐ A

Type of supply:

3 phase + E ☐ 3 wire+N+E ☐

Single Phase + E ☐

Have the correct circuit breakers / fuses been fitted ?

Yes ☐ No ☐

Electrical supply :

Permanent: ☐

(during construction) Temporary: ☐

If temporary -the power supply section needs to be re-measured and recorde accordingly

Have the correct circuit breakers / fuses been fitted ?

Yes ☐ No ☐

Lock out and tag out possible ☐

Supply marked where power is fed from ☐

Main circuitbreaker/isolator within arm's reach ☐

2. Chains

a) Step chain length per ☐ mm

b) Step chain serial number ☐

c) Normal or lubrication free ☐

e) Manufacturer info present Yes ☐ No ☐

3. Handrail

a) Handrail type vynil / rubber ☐

b) Handrail length (per unit) ☐ mm

2.1 Structure

a) Is the exterior cladding provided and are the panels securely fixed?	Yes ☐	No ☐
b) Is the cladding protected from oil spills by means of trays throughout it length?	Yes ☐	No ☐
c) Is it readily possible to clear fire hazardous material from the drive-end ar No	Yes ☐	No ☐
d) Can drive-end & return-end enclosure doors/covers only be opened by a special key/tool?	Yes ☐	No ☐
e) Do the landing floor plates have a non-slip surface?	Yes ☐	No ☐
f) Do the landing floor plates have switches to prevent the unit from operating if not in place	Yes ☐	No ☐
g) Should bollards be required, are they compliant and fitted in the correct position (Not on the escalator platform itself)	Yes ☐	No ☐
h) Are the protection plates between the escalator steps and pit standing area present in the top and bottom pits?	Yes ☐	No ☐
i) Are there safe and practical means (step plate) for the technician to climb safely in and out the top and bottom pits?	Yes ☐	No ☐
j) If applicable - Is a mid-support required & in order (due to escalator length and design)	Yes ☐	No ☐

3. Drive

3.1 Are the landings level and securely fastened to the support beams?	Yes		No	
3.2 Is the drive machine adequately secured and the drive chain equipped with a broken chain stopping device and switch?	Yes		No	
3.3 Is the return-end equipped with an affective chain tensioning device(s) and effective switches in the safety circuit?	Yes		No	
3.4 Is the overspeed device operative as designed?	Yes		No	
3.5 Is the operational main brake on the drive motor-set effective?	Yes		No	
3.6 Should the vertical travel exceed 6 meters, is a secondary brake present and operational?	Yes		No	
3.7 What is the stopping distance in the down direction with the prescribed test load?		mm		
3.8 What is the stopping distance in the down direction with no load?		mm		
4. Steps and combs (Top and bottom return station)				
4.1 Are the steps properly aligned with the comb plates	Yes		No	
4.2 Is the comb plate equipped with an effective safety switch?	Yes		No	
4.3 What is the running clearance between the comb plate and step	UL			
	LL			
4.4 Is the required step demarcation in place per the requirement of the standard?	Yes		No	
4.5 What is the maximum gap between steps, measured at the top flat step at 4 points approximately evenly spaced?	Point 1	mm		
	Point 2	mm		
	Point 3	mm		
	Point 4	mm		
4.6 Are the landings adequately lit by the general lighting?	Yes		No	
4.7 Are comb plate lights fitted and in working order ?	Yes		No	
5. Balustrade and Skirting				
5.1 Is the skirting smooth and butt-jointed without protruding screws or other obstruction?	Yes		No	
5.2 What is the maximum clearance, step to skirting, on any one side? What is the total of both sides?		mm		
5.3 Are inner profile joints smooth & butt-jointed without protruding screws or other obstruction?	Yes		No	
5.4 Of what material is the balustrade made?				
5.5 Is it firmly secured without obstruction and proper gaps or cover strips to panels?	Yes		No	
5.6 Is the handrail decking properly fitted without hazard to hands?	Yes		No	
5.7 Is balustrade lighting provided & in good order and does it have earth leakage protection?	Yes		No	
5.8 Are there skirt brushes fitted per requirement?	Yes		No	

5.9 Are anti-climb devices fitted and in accordance with the requirements of the standards?	Yes ☐	No ☐
6. Handrail (Top and bottom return)		
6.1 Is the handrail free-running and properly tensioned?	Yes ☐	No ☐
6.2 Are the handrail entry points provided with protective devices & effective safety switches?	Yes ☐	No ☐
6.3 Is the handrail drive system sound and in good working order, with provision to take up future stretch in handrail system?	Yes ☐	No ☐
6.4 Is the unit provided with a broken handrail switch?	Yes ☐	No ☐
6.5 Are the distances between the escalator handrail & the building balustrade in accordance with the minimum and maximum distances as stipulated in the standard?	Yes ☐	No ☐
6.6 Should there be a risk of a person's bodypart getting stuck between the escalator handrail and the passing floor, are there compliant devices in place to prevent this from happening. (running clearances in general to be adhered to)	Yes ☐	No ☐
7 Controls		
7.1 Are control panels effective at both landings and with "start" operation key, switches with detachable lever, and lockable protective caps for switches operated, and with stop button readily accessible?	Yes ☐	No ☐
7.2 Are control panels so positioned that the operator can have a clear view of the entire escalator?	Yes ☐	No ☐
7.3 Are plugs provided in drive and return stations for portable inspection units?	Yes ☐	No ☐
7.4 Are portable inspection units equipped with a "stop" function which locks into position and prevents start operation form any other source? (Require one unit per escalator)	Yes ☐	No ☐
7.5 Are there permanent fixed emergency stop switches in the top and bottom pit? Not referring to the stop switch on the controller itself (can be removed out of pit)	Yes ☐	No ☐
8 Notices		
8.1 Are the following mandatory notices (fault codes) displayed for		
a) Absence of control voltage	Yes ☐	No ☐
b) Control circuit fault to earth	Yes ☐	No ☐
c) Overload detection of motor	Yes ☐	No ☐
d) Overspeed control	Yes ☐	No ☐
e) Non-reversal switch	Yes ☐	No ☐
f) Operation of auxiliary brake	Yes ☐	No ☐
g) Prevention of obstruction under comb plate	Yes ☐	No ☐
h) Operation of handrail guard	Yes ☐	No ☐
i) Stopping of successive escalators	Yes ☐	No ☐

9 Accessibility

What parts, if any, were inaccessible?

10. Brake / Traction Test

10.1 Does the brake sustain the static escalator & adjustments, according manufacturer settings Yes ☐ No ☐

10.2 Should the vertical floor to floor distance exceed 6000mm, is a secondary brake system available and working Yes ☐ No ☐

11. Lighting - Illuminance

11.1 Landings

a) at least 75 lux at floor level at the top and bottom return station
OHS Act 1993: Environmental Regulations for Passages & lobbies Yes ☐ No ☐

11.2 Top and bottom pit compartment

b) Light including light switch present. Min 50 Lux Yes ☐ No ☐

12. Dynamic tests - Safety contacts/circuits

12.1 Have the contacts at each handrail entry point been proved so that when the contacts are broken, there is no movement of the escalator? Yes ☐ No ☐

12.2 Have the main brake lifting switches been proved so that when the contacts are broken, the escalator will stop from operating? Yes ☐ No ☐

12.3 Have the step chain carriage switches been proven so that when the contacts are broken, there is no movement of the escalator? Yes ☐ No ☐

12.4 Have the main drive chain switches been proven so that when the contacts are broken, there is no movement of the escalator? Yes ☐ No ☐

12.5 Have the broken step & missing step devices been proven so that when the contacts are broken, there is no movement of the escalator? Yes ☐ No ☐

12.6 Have the broken handrail & platform devices been proven so that when the contacts are broken, there is no movement of the escalator? Yes ☐ No ☐

13. Main Motor / Drive Data

13.1 State the drive type

13.2 Provide the following details of the escalator motor (as stated on the data plate):

a) manufacturer
b) serial No.
c) type
d) power rating kW
e) current rating A
f) speed r/min
g) class of insulation
h) duty rating

13.3 Quote the type of, and the following data on, the associated energy converter(s):

a) type:
c) serial No:

	kW	A	V	r/min		kW	A	V	r/min
b) input:					d) output:				

14 Measurements and Data

14.1 Measure and record the following operational data:

High Speed Operation										
Escalator condition		motor speed (note 1)	speed (note 1)	motor input (note 2)			System input (note 3)			
				Running		Start	Running		Start	
		r/min	m/s	V	A	A	V	A	A	
	Up									
	Down									

15 Main Drive

15.1 State type of application e.g. Star / Delta , VVVF etc.

15.2 Measure and record the following (as appropriate):

Type of device	Manual reset	Automatic reset	Time to operate (s)	Trip current A
Circuit breaker				
Fuses				
Overloads, in each phase				
Timing relay				
Thermistor				

15.3 Have these been found to be satisfactory? Yes ☐ No ☐

16 Insulation Resistance to earth

NOTE This value should not be less than 0,5 MΩ at 250 V when measured using a calibrated instrument.

16.1 Escalator motor ____ MΩ

16.2 Power systems ____ MΩ

16.3 Safety circuits ____ MΩ

17 Earthing

17.1 Is the maximum continuity resistance to earth less than 0,5 ohms? Yes ☐ No ☐

17.2 If the insulated protective conductor of the mains supply has a cross section of < 10 mm² A second insulated protective conductor (for example from lighting supply) with at least the same cross section is connected. Yes ☐ No ☐

17.3 Does the earthing of the most remote contact operate a fuse or trip a circuit-breaker without delay? Yes ☐ No ☐

18 Protection of conductors

18.1 Is the power supply (Isolator / DB) marked where fed from in the building Yes ☐ No ☐

18.2 Is the fixed wiring in conduit (or in trunking, or in fittings that ensure equivalent protection) throughout? Yes ☐ No ☐

18.3 Does the electrical wiring comply with SANS Yes ☐ No ☐

19 Lighting and Socket outlets

19.1 Is the electrical supply to the top and bottom well, machinery & tests panel(s) independent from the supply to the machine comply with SANS — Yes ☐ No ☐

19.2 Are there 220 V SANS compliant plug socket outlets present in the top and bottom pit — Yes ☐ No ☐

19.3 Are all socket outlets fed from a "earthleakage deivce" (RCD) with a maximum tripping current of 30mA comply with 5.10.1.2.3 of SANS 50081-20 also refer to 5.1.3.2.2 of SANS 10142 — Yes ☐ No ☐

b) Tripping current of E/L Unit for socket outlet in the escalator pit ☐ mA

20 Phase reversal and phase failure device

20.a The phase reversal and phase failure device operate correctly? — Yes ☐ No ☐

20.b Return to service / operation is only possible by manual resetting in case of Earth Fault. — Yes ☐ No ☐

21 General

21.1 Is the: (Factory serial number & Official Government Identification No) indicated on the escalator? — Yes ☐ No ☐

21.2 Are there a means of access to all items of escalator equipment — Yes ☐ No ☐

22 Conclusions

22.1 Is the escalator installation complete and does it comply with the requirements of applicable SANS standard — Yes ☐ No ☐

22.2 Are there any other matters that require attention before the installation can be put into service? — Yes ☐ No ☐

NOTE Such matters might not form part of the contract for the lift but might form part of the installation and be the responsibility of others.

22.3 If the answer to item is YES provide the details.

23 Declaration of Registered ECSA lift & escalator inspector & Overseeing SANAS Registered Inspector.

I certify that on ☐ the equipment was examined and tested in accordance with SANS 115

Registered Lift Inspector @ ECSA registration Number ☐

Name in Block Letters :	Signature:	Date of inspection:

Name and address of company ☐

responsible for examination	
Position(s), in the above organisation, of the person(s) who conducted the examination	
Qualifications of the examiner	

24 Declaration of Overseeing SANAS Registered Lift & Escalator Inspector.

I certify that on _____ the installation was checked/overseen and verified by my self

Registered Lift Inspector @ ECSA registration Number _____

Registered SANAS inspection body Number _____

Name in Block Letters :	Signature:	Date of issue:

DEPARTMENT OF HEALTH

NO. 5654 **13 December 2024**

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

REGULATIONS RELATING TO THE REGISTRATION OF ORIENTATION AND MOBILITY PRACTITIONERS

The Minister of Health has, under section 24 of the Health Professions Act, 1974 (Act No. 56 of 1974) and on the recommendation of the Health Professions Council of South Africa, made the regulations in the Schedule.

DR P.A MOTSOALEDI, MP

MINISTER OF HEALTH

DATE 5/11/2024

SCHEDULE

Definitions

1. In these Regulations, any word or expression to which a meaning has been assigned in the Act has the meaning so assigned, unless the context otherwise indicates-

"Professional Board" means the Professional Board Occupational Therapy, Medical Orthotics and Prosthetics and Arts Therapy established in terms of section 15 of the Act;

"Orientation and Mobility Practitioner" means a person registered as such in terms of the Act; and

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

Registration as Orientation and Mobility Practitioner

2. (1) The registrar may register as an Orientation and Mobility Practitioner any person who holds any one of the following qualifications, which shall include experiential training obtained under supervision of an occupational therapist in a training facility approved by the board for this purpose:

	QUALIFICATION	EXAMINING AUTHORITY
	Orientation and Mobility Instructor Certificate	South African Guide-Dog Association
	Orientation and Mobility Instructor Certificate	Orientation and Mobility School/College of Orientation and Mobility
	Orientation and Mobility Instructor Certificate	University of Johannesburg Technicon Witwatersrand
	National Diploma: Orientation and Mobility Practice for Blind and Partially Sighted Persons	Education Training and Development Practice – SETA

(2) Notwithstanding anything to the contrary contained in these Regulations, any person who has worked as an Orientation and Mobility Practitioner for a minimum period of five years prior to date of promulgation of these regulations may apply to the Board for registration as an Orientation and Mobility Practitioner, and the Board may exempt such person from the requirements of subregulation (1).

(3) The Registrar must register as an Orientation and Mobility Practitioner any person who has been exempted from the provisions of these regulations in terms of subregulation (2).

Application for registration

3. (1) A person who worked as an Orientation and Mobility Practitioner for a minimum period of five years immediately prior to the date of the promulgation of these Regulations must apply to the registrar on a Form supplied by the Professional Board.

(2) An application referred to in subregulation (1) must be accompanied by evidence of practice or employment as an Orientation and Mobility Practitioner.

Short title

4. These Regulations are called Regulations relating to the Registration of Orientation and Mobility Practitioners, 2024.

LEFAPHA LA BOITEKANELO

MOLAO WA DIPOROFEŠENE TSA BOITEKANELO, 1974 (MOLAO 56 WA 1974)

MELAWANATAOLO E E AMANANG LE KWADISO YA BADIRAKATLWAETSO LE METSAMAO

Tona ya Boitekanelo o, go ya ka karolo 24 ya *Molao wa Diforofeshene tsa Boitekanelo, 1974* (Molao 56 wa 1974), le ka katlanegiso ya Lekgotla la Diporofešene tsa Boitekanelo la Aforika Borwa, e dirile melawanataolo mo Sekedjulu.

NGAKA P.A. MOTSOALEDI, LELOKO LA PALAMENTE

TONA YA BOITEKANELO

LETLHA: 17/11/2024

SEKEDJULU

Ditlhaloso

1. Mo Melawanataolong eno, lefoko kgotsa tlhagiso efe e e neilweng bokao mo Molaong e tla nna le bokao joo, ntle le fa bokao bo kaya ka mokgwa osele-

"Boto ya Porofešene" e kaya Boto ya Seporofešene ya Kalafi ya kwa Tirong, Othotisiti le Porosetetisi ya Bongaka le Kalafi ya Botshweretshi e e tlhomilweng go ya ka karolo 15 ya Molao;

"Modirakatlwaetso le Metsamao" e kaya motho yo o kwadisitsweng jalo go ya ka Molao; le

"Tiro e e okametsweng" e raya go amogela maikarabelo ga ngaka e e okametseng ditiro tsa dingaka tse dingwe; ngaka e e mo katisong kgotsa ngaka e e kwadisitsweng kafa tlase ga tiro e e okametsweng; le

"Molao" o kaya *Molao wa Diporofeshene tsa Boitekanelo, 1974* (Molao 56 wa 1974).

Kwadiso jaaka Modirakatlwaetso le Metsamao

2. (1) Mokwadisi o ka kwadisa jaaka Modirakatlwaetso le Metsamao motho o mongwe le mongwe yo o nang le engwe pampiri ya borutegi jo bo latelang, jo bo tla akaretsang katiso ya go nna le maitemogelo e e fitlheletsweng ka fa tlase ga bookamedi jwa ngaka ya malwetse a a amanang le tiro kwa lefelong la katiso le le rebotsweng ke boto mabapi le maitlhomo ano:

	BORUTEGI	BOTHATI JO BO TLHATLHOBANG
	Setifikeiti sa Molaedi wa Tlwaetso le Metsamao	Mokgatlho wa Dintšwa tse di Kaelang wa Aforika Borwa

	Setifikeiti sa Molaedi wa Tlwaetso le Metsamao	Sekolo sa Tlwaetso le Metsamao/Kholetšhe ya Tlwaetso le Metsamao
	Setifikeiti sa Molaedi wa Tlwaetso le Metsamao	Yunibesithi ya Johannesburg Thekinikhone ya Witwatersrand
	Dipoloma ya Bosetshaba: Tlwaetso le Metsamao ya Difofu le Batho ba ba sa Boneng Sentle	Katiso ya thuto le tiro ya tlhabololo - SETA

(2) Go sa nyatswe sepe se se sa tsamaelaneng le seo se leng mo Melawanataolong eno, motho o mongwe le o mongwe yo o kileng a dira jaaka Modirakatlwaetso le Metsamao sebaka sa bonnye jwa paka ya dingwaga tse tlhano pele ga letlha la kgoeletso ya melawanataolo eno o ka dira kopo kwa Botong mabapi le go kwadiswa jaaka Modirakatlwaetso le Metsamao, e bile Boto e ka golola motho yoo mo ditlhokegong tsa molawanataolotlaleletso (1).

(3) Mokwadisi o ka kwadisa jaaka Modirakatlwaetso le Metsamao motho o mongwe le o mongwe yo o golotsweng mo ditaelong tsa melawanataelo eno go ya ka molawanataolotlaleletso (2).

Kopo ya kwadiso

3. (1) Motho yo o kileng a dira jaaka Modirakatlwaetso le Metsamao sebaka sa bonnye jwa paka ya dingwaga tse tlhano ka bonako pele ga letlha la kgoeletso ya Melawanataolo eno o tshwanetse go dira kopo kwa mokwadising mo Fomong e e tlametsweng ke Boto ya Seporofešene .

(2) Kopo e e umakilweng mo molawanataolotlaleletsong (1) e tshwanetse go patiwa ke bosupi jwa tiragatso kgotsa tiro jaaka Modirakatlwaetso le Metsamao.

Setlhogokhutswe

4. Melawanataolo eno e bidiwa Melawanataolo e e amanang le Kwadiso ya Badirakatlwaetso le Metsamao, 2024.

SOUTH AFRICAN RESERVE BANK

NO. 5655 **13 December 2024**

SOUTH AFRICAN RESERVE BANK

VARIATION NOTICE

Variation by the Governor of the South African Reserve Bank in terms of section 6(3)(b) of the National Payment System Act 78 of 1998:

Variation of the conditions of the designation of Paycorp Group (Pty) Limited as a designated clearing system participant

1. Introduction

1.1. The South African Reserve Bank (SARB) is empowered to vary and revoke any designation of a clearing system participant in terms of the National Payment System Act 78 of 1998 (NPS Act), as amended. In terms of section 6(3)(b) of the NPS Act, the SARB may vary or revoke any designation by:

1.1.1 amending or revoking any condition to which the designation is subject; or

1.1.2 making the designation subject to a new condition(s).

1.2. Section 6(3)(c) of the NPS Act provides that, in determining whether or not to vary or revoke a designation, the SARB may have regard to any or all of the following:

1.2.1 any failure to comply with any condition to which the designation is subject;

1.2.2 whether or not the designated clearing system participant (DCSP) has knowingly furnished information or documents which are false or misleading in any material respect to the SARB in connection with the designation;

1.2.3 whether or not it is in the interest of the public to revoke the designation; and

1.2.4 any other matters that the SARB considers appropriate.

2. Background to the variation of the conditions of the designation

2.1. The SARB designated Paycorp Group (Pty) Limited (Paycorp) as a DCSP in terms of section 6(3)(a) of the NPS Act. The designation was published in *Regulation Gazette* No. 2199 of *Government Gazette* No. 46598 dated 24 June 2022 (Designation Notice).

2.2. The SARB received a letter dated 16 February 2024 wherein Paycorp sought to replace its current Reserve Bank settlement system participant, Sasfin Bank Limited (Sasfin), with African Bank Limited (African Bank).

2.3. During a meeting held in February 2024 between Paycorp and the SARB, Paycorp confirmed that it would implement a seamless migration process in the execution of the proposed change of its Reserve Bank settlement system participant.

2.4. In April 2024, the Payments Association of South Africa (PASA) confirmed having received African Bank's application for a waiver for non-compliance with meeting the following qualifying criteria outlined in section 5.3 of the *PASA Sponsorship Criteria within the national payment system*:

2.4.1 *The Sponsoring Member must consistently have maintained a Participation Percentage within that Payment Clearing House (PCH) of more than 5% (five percent) from the inception of the PCH, if the PCH has not been in existence for 2 (two) years, or if the PCH has been in existence for 2 (two) years, for a period of 2 (two) years immediately prior to the date of it actually providing the Sponsoring Service or the date it envisages the provision of a Sponsoring Service; or*

2.4.2 The Sponsoring Member must consistently have been one of the top 5 (five)

Members with the highest Throughput in terms of Value multiplied with the Throughput in terms of Volume in the PCH in question, from the inception of the PCH, if the PCH has not been in existence for 2 (two) years, or for a period of 2 (two) years immediately prior to the date of it actually providing the Sponsoring Service or the date it envisages the provision of a Sponsoring Service.

2.5. PASA advised the SARB that African Bank applied for a waiver. The waiver application was reviewed and supported by PASA based on the risk mitigation strategies put in place by African Bank. PASA subsequently sought the SARB's consideration of the waiver application. Following due consideration of the waiver application and all the relevant information, including engagements with relevant parties, the SARB granted its no-objection to the granting of the waiver.

2.6. The SARB further engaged with the Prudential Authority (PA) and the Domestic and Regional Settlement Services Division (DRSS) of the National Payment System Department (NPSD). During these engagements the following views were noted:

2.6.1 DRSS reviewed the risk assessment of African Bank and analysed African Bank's reporting from February 2023 to January 2024 in relation to settlement processing and the South African Multiple Option Settlement system compliance activities. The DRSS confirmed that there were no concerns regarding African Bank's liquidity for the provision of settlement sponsorship services to Paycorp as African Bank meets the necessary settlement requirements.

2.6.2 The PA had no objection to the waiver application.

2.7. Following the granting of the waiver, Paycorp submitted a request to the SARB for the variation of the current Designation Notice by replacing Sasfin with African Bank as the Reserve Bank settlement system participant for Paycorp. The SARB has considered the request and decided to vary the Designation Notice subject to the conditions specified in the Designation Notice and imposes additional conditions as outlined in paragraph 3.3 below.

3. Variation

3.1 The SARB has considered the request and deems it necessary to vary the conditions of Paycorp's designation as a DCSP as contained in the Designation Notice in the interest of the safety, integrity, effectiveness and efficiency of the national payment system.

3.2 Therefore, I, Mr E L Kganyago, Governor of the SARB, in terms of section 6(3)(b) of the NPS Act and with effect from the date of publication in the *Government Gazette*, hereby:

3.2.1 Vary the Designation Notice by replacing Sasfin in paragraph 3.2.2 of the Designation Notice as the Reserve Bank settlement system participant for Paycorp with African Bank, and all references to Sasfin in paragraph 4 of the Designation Notice with African Bank, subject to the conditions in the Designation Notice and the following additional conditions:

a) All the conditions that were applicable to Sasfin under paragraph 4 of the Designation Notice shall remain unchanged and will from the effective date apply to African Bank;

b) African Bank must regularly monitor the settlement values and volumes of Paycorp against the total settlement value and volumes for African Bank and report Paycorp's percentage of African Bank's total values to the NPSD of the SARB on an annual basis; and

c) African Bank must furnish the NPSD of the SARB with a post-implementation annual report on its association with Paycorp and as the Reserve Bank settlement system participant for Paycorp, including any impact on its available liquidity.

3.3 The conditions listed under paragraph 4 of the Designation Notice and the conditions of this Variation Notice apply exclusively to the designation of

Paycorp and may be varied or revoked, and new conditions may be imposed, by the SARB by way of a notice in the *Government Gazette*.

Signed at **Pretoria** on this 31 day of **October 2024**

Leserja Kganyago

.....

E L Kganyago

Governor

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 5656 **13 December 2024**

COMPETITION COMMISSION

NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:

IBC SOLAR AG
AND
SWSA HOLDINGS (PTY) LTD

CASE NUMBER: 2024SEP0009

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

Background

1. On 04 September 2024, the Competition Commission ("Commission") received a notice of an intermediate merger whereby IBC Solar AG ("IBC Solar") intends on acquiring 70% of the shareholding interest in SWSA Holdings (Pty) Ltd ("SWSA Holdings"). Post-merger, the shareholding in SWSA Holdings shall be held by IBC Solar (70%) and Klaus Gregor Kupper (30%).

2. The primary acquiring firm is IBC Solar. IBC Solar is jointly controlled by Udo Möhrstedt and Julius Möhrstedt. IBC Solar controls more than 10 firms globally and only controls IBC Solar South Africa (Pty) Ltd (100%) ("IBC Solar SA") in South Africa. The merging parties submit that IBC Solar does not have any shareholding held by historically disadvantaged persons ("HDPs").

3. Möhrstedt, Julius Möhrstedt, IBC Solar and IBC Solar SA shall be referred to as the "Acquiring Group".

4. The Acquiring Group, through IBC Solar, provides solar energy solutions including solar modules, inverters, accessories and storage solutions. IBC Solar's business is focussed

predominantly on customers in the residential sector but it also services customers in the commercial and industrial sector (albeit to a limited extent).

5. The product and service offering by IBC Solar includes (i) Sourcing, assembling and distributing the solar energy products (IBC Solar does not manufacture the solar energy products) (ii) Project development in large-scale solar projects and (iii) operation and maintenance (O&M) services for solar installations, ensuring long-term performance and reliability.

6. The primary target firm is SWSA Holdings (Pty) Ltd ("SWSA Holdings"). SWSA Holdings is 100% controlled by Klaus Gregor Kupper. SWSA Holdings controls SolarWorld Africa (Pty) Ltd ("SolarWorld") (100%). The merger parties submit that SWSA Holdings does not have any ownership by HDPs.

7. SWSA Holdings and SolarWorld shall be referred to as the "Target Group".

8. The Target Group, through SolarWorld, is active as a wholesale distributer of photovoltaic ("PV") modules, inverters and electronics, as well as battery and energy storage systems to qualified installers and to engineering, procurement and construction (EPC) contractors in various sectors. SolarWorld has clients within the residential sector and commercial and industrial sectors. However, SolarWorld's business focuses predominantly on the commercial and industrial sector.

Relationship between the parties

9. The Commission found that the proposed transaction results in a horizontal overlap given that the Acquiring Group and Target Group provide energy storage solutions which comprise of PV modules, inverters and electronics as well as battery and energy storage systems.

Assessment of the horizontal overlap

10. The merger parties' combined post-merger market share in the broad market for the supply and sale of solar products, solar inverters, inverters and solar batteries is estimated to be less than 5%. The Commission consulted competitors of the merger parties who submit that the Target Group is relatively small compared to the likes of

SegenSolar and ARB and that the presence of IBC Solar as an international player may assist in growing the footprint of the Target Group.

11. In the narrow market for the supply and sale of solar products, solar inverters, inverters and solar batteries nationally for commercial buildings, the merger parties will have an estimated post-merger market share of less than 2%. The relevant market is fragmented with several alternative players.

12. In respect of market for the supply and sale of solar products, solar inverters, inverters and solar batteries nationally for residential buildings, the merger parties will have a post-merger market share of less than 5%. The relevant market is fragmented with several alternative players.

13. None of the third parties engaged by the Commission raised concerns with the proposed transaction.

14. In light of the above, the Commission concludes that the merger is unlikely to result in any substantial lessening of prevention of competition in any market.

Public Interest considerations

15. The Commission notes that the Acquiring Group and the Target Group do not have any ownership by HDPs. In order to address the positive obligation to promote a greater spread of ownership arising from section 12A(3)(e) of the Competition Act, 89 of 1998 (as amended), the merger parties have agreed to the following conditions:

    15.1. **HDP enterprise development:** The merger parties will offer preferential pricing (discount of **(CONFIDENTIAL)** to HDPs purchasing from the merger parties regardless of the volumes purchased. This applies to companies owned by HDPs, with an annual turnover of less than R40 million.

    15.2. **Skills development commitments:** The merger parties will allocate an amount of R400 000 to sponsor sector-specific training for up to 60 students (whichever occurs first) within two years of implementing the proposed transaction.

15.3. **Procurement from HDPs:** The merger parties will sponsor two solar PV systems valued at R500 000 for small HDP-owned businesses, public interest institutions or remote HDP communities. The aforementioned solar PV Systems shall be installed by HDP-owned installers.

16. In addition to the above, the merger parties have provided an employment condition in which they commit not to retrench any employees for reasons related to the merger, for a period of 3 years from implementation. These conditions are attached hereto as **Annexure A**.

Conclusion

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

ANNEXURE A: CONDITIONS

IBC SOLAR AG

AND

SWSA HOLDINGS (PTY) LTD

CASE NUMBER: 2024SEP0009

CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions, the following words will, unless otherwise stated or inconsistent with the context in which they appear, bear the following meanings and other words derived from the same origins as such words (that is, cognate words) will bear corresponding meanings:

1.1.1 **"Acquiring Firm"** means IBC Solar AG, its controllers and all the firms that it controls.

1.1.2 "**Business Days**" means any day which is not a Saturday, Sunday or an official public holiday in South Africa;

1.1.3 "**Commission**" means the Competition Commission of South Africa;

1.1.4 "**Commission Rules**" means the Rules for the Conduct of Proceedings in the Commission;

1.1.5 "**Competition Act**" means the Competition Act 89 of 1998, as amended from time to time;

1.1.6 "**Conditions**" mean these conditions;

1.1.7 "**DTIC**" means the Department for Trade, Industry and Competition of the South African Government;

1.1.8 "**Employee**" means any person that is, in terms of South African labour law, an employee of Transferred Firms in South Africa, whether on a permanent or a fixed term basis,

1.1.9 "**HDP**" means historically disadvantaged person as contemplated in section 3(2) of the Competition Act;

1.1.10 "**HDP-Owned Entity**" means a business which is majority owned by HDP(s); has an annual turnover that is less than ZAR40 000 000;

1.1.11 "**Implementation Date**" means the date, occurring after the date the Commission issues a Clearance Certificate in terms of the Competition Act, on which the Merger is implemented in accordance with its terms;

1.1.12 "**Merger**" means the acquisition of control over the Target Firm by the Acquiring Firm;

1.1.13 "**Merged Entity**" means the Transferred Firms, subject to the control of the Acquirer;

1.1.14 "**Merger Parties**" means the Acquiring Firm and the Target Firm;

1.1.15 "**Proposed Transaction**" means the merger between the Acquirer and the Transferred Firms;

1.1.16 "**Solar PV**" means solar photovoltaic systems;

1.1.17 "**Target Firm**" means SWSA Holdings Proprietary Limited its controllers and all the firms that it controls;

1.1.18 "**Tribunal**" means the Competition Tribunal of South Africa established in terms of section 26 of the Competition Act; and

1.1.19 "**Tribunal Rules**" means the means Rules for the Conduct of Proceedings in the Tribunal.

1.2 In these Conditions, any definition, wherever it appears, will bear the same meaning and apply throughout these Conditions unless otherwise stated or inconsistent with the context in which it appears.

2. **EMPLOYMENT**

2.1 The Merged Entity will not retrench any employees as a result of the Proposed Transaction for a period of 3 (three) years from the Implementation Date.

2.2 For the sake of clarity, retrenchments do not include (i) voluntary retrenchment and/or voluntary separation arrangements; (ii) voluntary early retirement packages; (iii) unreasonable refusals to be redeployed in accordance with the provisions of the Labour Relations Act of 1995, as amended; (iv) resignations or retirements in the ordinary course of business; (v) retrenchments lawfully effected for operational requirements unrelated to the Merger; and (vi) terminations in the ordinary course of business, including but not limited to dismissals as a result of misconduct or poor performance.

3. **PROCUREMENT FROM HDPs**

3.1 The Merger Parties will donate 2 (two) or more solar PV systems within 2 (two) years of the Implementation Date to either an HDP-owned business, public interest institution or a community-based organisation principle serving a historically disadvantaged community.

3.2 The combined value of the donations made in terms of this clause will be no less than ZAR500 000.

3.3 The solar PV systems will be installed by an HDP-owned installer.

4. **EDUCATION, TRAINING AND COMMUNITY SUPPORT**

4.1 The Merger Parties will sponsor the training of HDP students by an accredited third-party training provider which provides skills and certifications aimed at obtaining employment or starting a business in the solar PV industry.

4.2 The sponsorships will provide 60 students with access to training or amount to a total spend of ZAR400 000 within 2 (two) years of the Implementation Date.

5. **ENTERPRISE DEVELOPMENT**

5.1 For a period of 2 (two) years following the implementation of the Proposed Transaction, the Merger Parties will provide a **(CONFIDENTIAL)** discount on any purchase by a HDP-Owned Entity.

6. **MONITORING OF COMPLIANCE WITH THE CONDITIONS**

6.1 The Merged Entity shall notify the Commission in writing of the Implementation Date within 5 (five) Business Days of the Implementation Date.

6.2 The Merged Entity shall circulate a copy of the employment conditions to the Merged Entity's employees and employee representatives within 5 (five) Business Days of the Implementation Date.

6.3 As proof of compliance with paragraph 6.2 a senior executive of the Merger Parties shall, within 10 (ten) Business Days of circulating the Conditions, submit to the Commission an affidavit attesting to the circulation of the Conditions and provide a copy of the notices that were circulated to the employees and their employee representatives.

6.4 Within 45 (forty-five) Days of each anniversary of the Implementation Date up until the second anniversary of the Implementation Date, the Merged Entity shall provide the Commission and the DTIC with an appropriately detailed report regarding the Merged Parties' compliance with the Conditions.

6.5 The report referred to in clause 6.4 shall be accompanied by an affidavit attested to by the chief executive officer of the Merged Entity confirming the accuracy of the annual report and full compliance of these Conditions in the year to which the reports relate.

6.6 The Commission may request any additional information from the Merger Parties that it may, from time to time, deem necessary to monitor the extent of compliance with these Conditions.

7. **APPARENT BREACH**

Should the Commission receive any complaint in relation to non-compliance with the above Conditions or otherwise determine that there has been an apparent breach by the Merger Parties of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Commission Rules.

8. **VARIATION OF CONDITIONS**

The Merger Parties may at any time, on good cause shown, apply to the Commission for the Conditions to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the variation of the Conditions, the Merger Parties shall apply to the Tribunal, on good cause shown and on notice to the Commission, for the Conditions to be waived, relaxed, modified and/or substituted.

9. **GENERAL**

All correspondence concerning these Conditions must be submitted to the following email address: mergerconditions@compcom.co.za.

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

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 5657 **13 December 2024**

COMPETITION COMMISSION

NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:

MAIN STREET 2019 PROPRIETARY LIMITED
AND
K2022411275 PROPRIETARY LIMITED

CASE NUMBER: 2024MAY0062

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

Background

1. On 31 May 2024, the Competition Commission ("Commission") received notice of an intermediate merger wherein Main Street 2019 Proprietary Limited ("Main Street") intends to acquire the entire issued share capital of K2022411275 Proprietary Limited ("Bev Hold Co 2"). Post-merger, Main Street will exercise sole control over Bev Hold Co 2.

2. The primary acquiring firm is Main Street, a private company incorporated in terms of the laws of South Africa. Main Street is not controlled by any single shareholder. The shareholders of Main Street are: Alterra SPV ("Alterra SPV") **[*CONFIDENTIAL*]**; MIC Investment Holdings (RF) (Pty) Ltd ("MIC") ***[CONFIDENTIAL*]**; Admaius Capital Partners ("Admaius") ***[CONFIDENTIAL*]**; and the trustees for the time being of the Chill Beverages Group Management Trust ("Bev Man Trust") ***[CONFIDENTIAL*]**.

3. Main Street does not control any firm. Main Street is a newly incorporated firm and does not have any activities. The activities of Main Street's shareholders, namely Alterra SPV, Admaius, MIC and Bev Man Trust are as follows:

   3.1. Alterra SPV is not yet incorporated and does not have any activities.

   3.2. Admaius is a private equity firm focused on African investments in digital infrastructure, financial services, fast-moving consumer goods, healthcare, and education.

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3.3. MIC is an investment holding company and invests in the media, financial services, industrial, technology, and consumer sectors; and

3.4. Bev Man Trust does not have activities and was established for the purposes of permitting the beneficiaries thereof (being the management of Bev Hold Co 2) to participate in the economic benefit of investing in Bev Hold Co 2.

4. The primary target firm is Bev Hold Co 2, a private company incorporated in South Africa. Bev Hold Co 2 is controlled by OMPE GP V Proprietary Limited ("OMPE"), acting in its capacity as the general partner of the OMPE Fund V Partnership (“OMPE Fund V”). Bev Hold Co 2 controls Chill Beverages Proprietary Limited (“Chill Beverages”) and Inhle New Opco Beverages Proprietary Limited (“Inhle”).

5. Bev Holdco 2 is active in the beverages sector in South Africa, through Chill Beverages and Inhle. Chill Beverages is a producer, packer, and distributor of beverages based in the Western Cape. It produces its own alcoholic and non-alcoholic branded beverages including Chateau del Rei, Score Energy, Fitch & Leeds, and Bashew’s. In addition, Chill Beverages’ contract-packing business offers third-party contract bottling and canning facilities. Chill Beverages has a bottling and canning facility based in Stellenbosch.

6. Inhle is a contract-packing business located in Heidelberg that specialises in the canning and bottling of carbonated soft drinks, natural water energy drinks, and alcoholic beverages.

Competition Assessment

7. The Commission found that the proposed transaction is unlikely to result in any substantial prevention or lessening of competition in any relevant markets.

Public Interest considerations

8. To address public interest concerns, the Commission and the merging parties have agreed to a number commitments including a 3 years moratorium on merger-specific job losses, commitments to make certain capital investments, as well as maintaining procurement from businesses owned by historically disadvantaged persons and SMMEs. The Commission and the merging parties have also agreed that the merged entity will improve its transformation levels. These commitments are set out in **Annexure A**.

9. The Commission therefore conditionally approves the proposed transaction.

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ANNEXURE A: CONDITIONS

MAIN STREET 2019 PROPRIETARY LIMITED

AND

K2022411275 PROPRIETARY LIMITED

CASE NUMBER: 2024MAY0062

CONDITIONS

1. DEFINITIONS

The following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings -

1.1. **"Acquiring Firm"** means Main Street 2019 Proprietary Limited;

1.2. **"Act"** means the Competition Act, No. 89 of 1998, as amended;

1.3. **"Approval Date"** means the date referred to on the Commission's Merger Clearance Certificate (Notice CC 15);

1.4. **"B-BBEE"** means Broad Black Based Economic Empowerment in terms of the Broad-Based Black Economic Empowerment Act 53 of 2003 (as amended);

1.5. **"Chill Beverages"** means Chill Beverages Proprietary Limited;

1.6. **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Act;

1.7. **"Commission Rules"** mean the Rules for the Conduct of Proceedings in the Commission;

1.8. **"Condition"** means these conditions;

1.9. **"Day"** means any calendar day which is not a Saturday, a Sunday or an official public holiday in South Africa;

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1.10. **“Existing HDP Suppliers”** means the suppliers of the Target Firm that are HDP-owned/controlled which have concluded a formal contract with the Target Firm as at the Approval Date;

1.11. **“Existing Small and Medium Businesses”** means small and medium businesses as defined in terms of section 1 of the Act, which have concluded a formal contract with the Target Firm as at the Approval Date:

1.12. **"Implementation Date"** means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;

1.13. **"Merger"** means the acquisition of control by the Acquiring Firm over the Target Firm;

1.14. **“Merged Entity”** means the Target Firm subject to the control of the Acquiring Firm following implementation of the Merger;

1.15. **"Merging Parties"** mean collectively the Acquiring Firm and the Target Firm;

1.16. **“Target Firm”** means K2022411275 Proprietary Limited; and

1.17. **“Tribunal”** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Act.

2. EMPLOYMENT

2.1. The Merged Entity shall not retrench any employees of the Target Firm as a result of the Merger for a period of 36 (thirty-six) months following the Approval Date.

2.2. For the sake of clarity, merger-specific retrenchments do not include (i) voluntary retrenchment and/or voluntary separation arrangements; or (ii) voluntary early retirement packages; (iii) unreasonable refusals to be redeployed in accordance with the provisions of the Labour Relations Act; (iv) resignations or retirements in the ordinary course of business; (v) retrenchments lawfully effected for operational requirements unrelated to the Merger; (vi) terminations in the ordinary course of business, including but not limited to, dismissals as a result of misconduct or poor performance; and (vii) any decision not to renew or extend a contract of a fixed-term third party contract employee or contract with a third party.

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3. INVESTMENT

3.1. The Acquiring Firm shall, spend no less than ***[CONFIDENTIAL]*** towards the further development of the Target Firm over a period of 5 (five) years from the implementation Date.

4. B-BBEE RATING

4.1. The Merged Entity shall ensure that it attains a level 4 (four) B-BBEE rating within a period of 5 (five) years from the Implementation Date in respect of Chill Beverages.

5. PROCUREMENT

5.1. The Acquiring Firm shall, for a period of 3 (three) years from the Implementation Date continue to honour contracts with Existing HDP Suppliers and Existing Small and Medium Businesses, subject to the contractual terms of those contracts and provided that the relevant Existing HDP Suppliers and Existing Small and Medium Businesses are still operational, it is commercially viable to do so, and the goods and services can be sourced on competitive terms. To the extent that any contracts with Existing HDP Suppliers and Existing Small and Medium Businesses have a term extending beyond the three-year period, the Merged Entity shall respect such contracts, subject to the same conditions outlined above and the contractual terms of those contracts.

6. MONITORING

6.1. The Acquiring Firm shall inform the Commission in writing of the Implementation Date, within 5 (five) Days of its occurrence.

6.2. The Merged Entity shall, within 30 (thirty) days of each anniversary of the Implementation Date, submit a detailed written report for a period of 3 (three) years, confirming compliance with clauses 2 and 5 of the Conditions. The report must be accompanied by an affidavit which must be deposed to by a senior official of the Merged Entity attesting to the contents of the report.

6.3. The Merged Entity shall, within 30 (thirty) days of each anniversary of the Implementation Date, submit a detailed written report for a period of 5 (five) years, confirming compliance with clauses 3 and 4 of the Conditions. The report must be accompanied by an affidavit which must be deposed to by a senior official of the Merged Entity attesting to the contents of the report.

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6.4. The Commission may request such additional information from the Merging Parties which the Commission, may from time to time, deem necessary to monitor the extent of compliance with these Conditions.

7. APPARENT BREACH

Should the Commission receive any complaint in relation to non-compliance with the above Conditions, or otherwise determines that there has been an apparent breach by the Merging Parties of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Commission Rules.

8. VARIATION

The Merging Parties may at any time, on good cause shown, apply to the Commission for the Conditions to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the variation of the Conditions, the Merging Parties shall apply to the Tribunal, on good cause shown and on notice to the Commission, for the Conditions to be waived, relaxed, modified and/or substituted.

9. GENERAL

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

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

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DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 5658 **13 December 2024**

COMPETITION COMMISSION

NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:

ACCENTURE INTERNATIONAL B.V
AND
PARTNERS IN PERFORMANCE HOLDINGS LTD

CASE NUMBER: 2024MAY0053

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

Background

1. On 27 May 2024, the Competition Commission ("Commission") received notice of an intermediate merger whereby Accenture International B.V ("Accenture B.V") intends to acquire 100% of the share capital of PIP Remco Ltd (Guernsey) ("PIP Remco"), which owns 10% of the issued shares in Partners in Performance Holdings Ltd ("PIP BVI"). Accenture B.V also intends to directly acquire 90% of the issued share capital in PIP BVI. PIP Remco and PIP BVI are collectively referred to as the "Target Firms". Upon implementation of the proposed transaction, Accenture B.V will have sole control over the Target Firms.

2. The primary acquiring firm is Accenture B.V., a private limited liability company incorporated in the Netherlands. Accenture B.V is ultimately controlled by Accenture plc ("Accenture plc"), which in turn controls numerous entities in South Africa such as Accenture (South Africa) (Pty) Ltd ("Accenture SA"). Accenture B.V, all the firms controlling Accenture B.V and all the firms controlled by those firms will be referred to as the "Accenture Group".

3. Accenture plc is not controlled by historically disadvantaged persons (HDPs) as contemplated in the Competition Act No.89 of 1998, as amended (the "Act"). However, in South Africa, Accenture SA has some HDP ownership as contemplated in the Act.

4. The Accenture Group is a global organisation providing management consulting, technology, and outsourcing services.

5. The primary target firms are PIP Remco Ltd ("PIP Remco") and Partners in Performance Holdings Ltd ("PIP BVI"). PIP BVI and PIP Remco are wholly owned by Magmar Investments Ltd ("Magmar Investments"). Pre-Merger, Magmar Investments owns 100% of PIP Remco and PIP BVI is owned as to 90% by Magmar Investments and as to 10% by PIP Remco.

6. PIP BVI controls Partners in Performance Holdings UK Limited ("PIP Holdings"), which in turn controls Partners in Performance South Africa (Pty) Ltd ("PIP SA"). PIP SA controls PIPware Ltd ("PIPware"). PIP Remco, PIP BVI and all the firms they control shall collectively be referred to as "PIP Group".

7. The PIP Group currently has no ownership by HDPs as contemplated in the Act.

8. The PIP Group provides consulting services to, *inter alia*, the oil and gas, mining and metals, finance, construction, and healthcare sectors.

Competition Assessment

9. The Commission found that the proposed transaction is unlikely to result in any substantial prevention or lessening of competition in any relevant markets.

Public Interest considerations

10. To address employment concerns, the parties have tendered the commitments set out in **Annexure A**.

11. The merger does not raise any other public interest issues that require further intervention.

12. The Commission therefore conditionally approves the proposed transaction.

ANNEXURE A: CONDITIONS

ACCENTURE INTERNATIONAL B.V

AND

PARTNERS IN PERFORMANCE HOLDINGS LIMITED

AND

CASE NUMBER: 2024MAY0053

CONDITIONS

1. DEFINITIONS AND INTERPRETATION

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

1.1.1 "**Approval Date**" means the date referred to in the Commission's merger clearance certificate;

1.1.2 "**Acquiring Firm**" means Accenture International B.V (Netherlands);

1.1.3 "**Act**" means the Competition Act 89 of 1998, as amended;

1.1.4 "**Affected Employees**" means any employees of the South African Entities that may be retrenched as a result of the Merger for a period of 24 (twenty-four) months after the Moratorium Period;

1.1.5 "**Commission**" means the Competition Commission of South Africa;

1.1.6 **"Commission Rules"** mean the Rules for the Conduct of Proceedings in the Commission;

1.1.7 **"Conditions"** means these conditions contained in this Annexure A, agreed to by the Merged Entity and the Commission;

1.1.8 "**Days**" mean business days, being any day other than a Saturday, Sunday, or official public holiday in the Republic of South Africa;

1.1.9 "**Implementation Date**" means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;

1.1.10 "**LRA**" means the Labour Relations Act No. 66 of 1995 (as amended);

1.1.11 "**Merged Entity**" means the combined firm resulting from the Merger between the Acquiring Firm, Accenture International B.V (Netherlands), Target Firms, Partners in Performance Holdings Limited (BVI) and PIP Remco Limited;

1.1.12 "**Merger**" means the acquisition of 100% of the issued share capital of the Target Firms, PIP Remco Limited and 90% of the issued share capital of Partners in Performance Holdings Limited (BVI) by the Acquiring Firm, Accenture International B.V (Netherlands);

1.1.13 "**Merging Parties**" means Accenture International B.V (Netherlands), Partners in Performance Holdings Limited (BVI) and PIP Remco Limited;

1.1.14 "**Moratorium Period**" means the period between the Approval Date and the Implementation Date and thereafter, a period of 2 (two) years from the Implementation Date;

1.1.15 "**PIP South Africa**" means Partners in Performance South Africa Proprietary Limited;

1.1.16 "**South Africa**" means the Republic of South Africa;

1.1.17 "**South African Entities**" means Accenture South Africa Proprietary Limited, PIP South Africa, and PIPware Proprietary Limited;

1.1.18 "**Target Firm(s)**" means Partners in Performance Holdings Limited (BVI) and PIP Remco Limited; and

1.1.19 "**Tribunal**" means the Competition Tribunal of South Africa.

2. CONDITIONS TO THE APPROVAL OF THE MERGER

2.1 EMPLOYMENT

2.1.1 The Merged Entity shall not retrench any employees of the South African Entities of as a result of the Merger, for the duration of the Moratorium Period.

2.1.2 For the sake of clarity, retrenchments do not include (i) voluntary separation arrangements; or (ii) voluntary early retirement packages , (iii) unreasonable refusals to be redeployed in accordance with the provisions of the LRA; (iv) resignations or retirements in the ordinary course of business; (v) retrenchments lawfully effected for operational requirements unrelated to the Merger; (vi) terminations in the ordinary course of business, including but not limited to, dismissals as a result of misconduct or poor performance; (vii) any decision not to renew or extend a contract of a contract order; and (viii) any transfer of employees to the employment of a third party as a result of any sale of business operations, including related assets and liabilities, or any joint venture or similar business arrangements.

2.1.3 Should the need to retrench employees of the South African Entities arise after the Moratorium Period, the Merged Entity shall for a further period of 24 (twenty-four) months after the Moratorium Period give preference to any such Affected Employees in relation to any vacancies that may arise within the South African Entities provided they have the requisite qualifications, skills, know-how and experience.

3. MONITORING OF COMPLIANCE WITH THE CONDITIONS

3.1 The Merging Parties shall inform the Commission in writing of the Implementation Date of the Merger within 5 (five) Days of its occurrence.

3.2 The Merging Parties shall circulate a copy of the Conditions to all their employees and/or their employee representatives and/or relevant trade unions of the South African Entities within 5 (five) Days of the Approval Date.

3.3 As proof of compliance thereof, the Merging Parties shall within 5 (five) Days of circulating the Conditions to all the employees and/or the employee representatives

and/or relevant trade unions of the South African Entities, provide the Commission with an affidavit by a senior official of each of the Merging Parties attesting to the circulation of the Conditions and attaching a copy of the notice sent.

3.4 The Merged Entity shall submit a report to the Commission on each anniversary of the Approval Date, setting out its compliance with clause 2.1 of the Conditions, for the duration of the Conditions. This report shall be accompanied by an affidavit, attested to by a director or other suitable person of the South African Entities, confirming the accuracy of the contents of the report.

3.5 Any employee of the South African Entities who believes that the Merging Parties have not complied with or have acted in breach of the Conditions may approach the Commission.

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

4. APPARENT BREACH

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

5. VARIATION OF CONDITIONS

5.1 The Merging Parties may at any time, on good cause shown, apply to the Commission for the Conditions to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the variation of the Conditions, the Merging Parties shall apply to the Tribunal, on good cause shown and on notice to the Commission, for the Conditions to be waived, relaxed, modified and/or substituted.

6. GENERAL

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

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

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 5659 **13 December 2024**

COMPETITION COMMISSION

NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:

MANITOU CENTRES SA (PTY) LTD
AND
THE BUSINESS OF DEZZO EQUIPMENT (PTY) LTD

CASE NUMBER: 2024MAY0019

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

Background and parties

1. On 8 May 2024, the Competition Commission (the "Commission") received a notification of an intermediate merger wherein Manitou Centres SA (Pty) Ltd ("Manitou Centres") intends to acquire certain assets, employees and contracts of Dezzo Equipment (Pty) Ltd ("Dezzo Equipment"). Subsequent to the implementation of the proposed transaction, certain assets, employees and contracts of Dezzo Equipment will be owned / controlled by Manitou Centres.

2. The primary acquiring firm is Manitou Centres, a private company incorporated in South Africa. Manitou Centres is wholly controlled by Manitou Holdings Southern Africa (Pty) Ltd ("Manitou Holdings"), which is in turn wholly controlled by Manitou BF S.A, a company incorporated in France. In addition to Manitou Centres, Manitou Holdings wholly controls Manitou Southern Africa (Pty) Ltd ("Manitou Southern Africa").

3. Manitou Centres does not control any firm/s. Manitou BF S.A and all the firms controlled by it, will be collectively referred to as the "Manitou Group".

4. Manitou Centres does not have any ownership held by Historically Disadvantaged Persons

5. The Manitou Group specialises in the manufacturing and sale of high-end handling, lifting and earthmoving equipment for the mining, construction, agriculture and industrial sectors as well as related machine rental, service and maintenance, attachments and spare parts for such equipment.

6. In South Africa, the Manitou Group does not have any manufacturing activities. The products are manufactured outside of South Africa and then supplied by the Manitou Group either directly to end-customers or through the use of appointed dealers. In this regard, the Manitou Group appoints independent dealers to distribute their products and provide the necessary after-sales services in specific regions (territories). The appointed dealers exclusively distribute Manitou Group's products and there is usually one authorised dealer appointed per region. In regions where the Manitou Group is unable to find appropriate dealers, the Manitou Group distributes the products directly to end-customers.

7. Dezzo Equipment is one of Manitou Group's exclusive dealers for the supply of its products and after-sale services in Mpumalanga and Northern Cape. The Target Firm / Dezzo Equipment is also the Manitou Group's exclusive dealer in Eswatini.

8. The primary target firm involves certain assets, employees and contracts of Dezzo Equipment. Dezzo Equipment is owned by 3 (three) individuals. Dezzo Equipment controls one firm, namely, Dezzo Equipment Rentals (Pty) Ltd ("Dezzo Rentals").

9. Dezzo Equipment is 60% owned by HDPs which is attributable to 2 (two) individuals.

Competition analysis

10. The Commission found that the proposed transaction is unlikely to substantially prevent or lessen competition in any relevant market in South Africa. However, the Commission's approval of the proposed transaction should not be construed as an endorsement of the practice of exclusive distribution arrangements.

Public Interest

11. The Commission assessed the merger's effect on the public interest, consistent with the framework set out in the Revised Public Interest Guidelines Relating to Merger Control.

The aspects of the public interest assessment of particular relevance to this merger assessment are set out below.

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

12. The Commission notes that pre-merger, Manitou Centres does not have any ownership held by HDPs. On the other hand, Dezzo Equipment is 60% owned by HDPs. As such, the proposed merger result in a significant dilution in shareholding held by HDPs. To remedy the dilution, the merging parties will establish an ESOP which will hold 26% of the issued share capital of Manitou Centres (see "Annexure A" attached hereto).

Conclusion

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

ANNEXURE A

MANITOU CENTRES SA (PTY) LTD AND DEZZO EQUIPMENT (PTY) LTD

CASE NUMBER 2024MAY0019

CONDITIONS

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1. DEFINITIONS

In this document, the expressions used above will have the appropriate meanings assigned to them and the following and related expressions will bear the following meanings:

1.1 **"Acquiring Group" or "Acquiring Firm"** means Manitou Centres, a subsidiary of Manitou Holdings (Pty) Ltd;

1.2 "**Act**" means the Competition Act No. 89 of 1998, as amended;

1.3 "**Approval Date**" means the date on which the Proposed Transaction is approved in terms of the Act;

1.4 "**Commission**" means the Competition Commission of South Africa;

1.5 "**Conditions**" means the merger conditions included in this Annexure A;

1.6 "**Days**" means any day that is not a Saturday, Sunday, or public holiday in South Africa;

1.7 **"ESOP"** means the Employee Share Ownership Programme to be established pursuant to these Conditions;

1.8 **"ESOP Establishment Period"** means 24 months from the Implementation Date;

1.9 "**HDPs**" means historically disadvantaged persons as contemplated in section 3(2) of the Act;

1.10 "**Implementation Date**" means the date on which the merger is implemented by the Merging Parties;

1.11 "**Manitou Centres**" means Manitou Centres SA (Pty) Ltd;

1.12 **"Manitou SA"** means Manitou Southern Africa (Pty) Ltd, a subsidiary of Manitou Holdings (Pty) Ltd;

1.13 "**Merger**" means the proposed acquisition of the Target Firm by Manitou Centres as notified to the Commission under Case No. 2024May0019;

1.14 "**Merged Entity**" means the combination of Manitou Centres and the business of Dezzo Equipment (Pty) Ltd;

1.15 "**Merging Parties**" means Manitou Centres (Pty) Ltd and the business of Dezzo Equipment (Pty) Ltd;

1.16 "**South Africa**" means the Republic of South Africa;

1.17 "**Target Firm**" means the business of Dezzo Equipment (Pty) Ltd;

1.18 "**Tribunal**" means the Competition Tribunal of South Africa;

1.19 "**Tribunal Rules**" means the Rules for the Conduct of Proceedings in the Tribunal;

1.20 **"Qualifying Workers"** means the Workers who have been employed by Dezzo Equipment (Pty) Ltd, Manitou SA and/or Manitou Centres for a minimum period of two (2) years; and

1.21 "**Worker**" means an employee as defined in the Labour Relations Act 66 of 1995 (as amended) and, in the context of ownership, refers to ownership by a broad base of Workers.

2. ESTABLISHMENT OF THE ESOP

2.1. By the end of the ESOP Establishment Period, Manitou Centres shall establish the ESOP for the benefit of Qualifying Workers. The ESOP shall hold 26% of the issued shares in Manitou Centres as at the Implementation Date, in accordance with the design principles set out in Annexure B.

2.2. If the vendor financing loan used to fund the establishment of the ESOP is not fully extinguished within 9 (nine) years following the establishment of the ESOP, the merging parties agree to write off any outstanding balance at no cost to Workers. The Merged Entity will also provide proof to the Commission on request that the loan has been written off and was not required to be settled by Workers.

3. MONITORING

3.1. Within 30 (thirty) Days of the Implementation Date, the Merged Entity shall circulate a non-confidential version of the Conditions to its employees, their employee representatives and trade unions. As proof of compliance herewith, the Merged Entity shall within 10 (ten) Days of circulating the Conditions, submit to the Commission an affidavit by a senior official, attesting to such compliance.

3.2. Within 15 (fifteen) Days after the Implementation Date, the Merged Entity shall notify the Commission in writing of the Implementation Date.

3.3. The Merged Entity shall submit a compliance report (including a trust deed for the registration of the ESOP) within 30 (thirty) Days after the establishment of the ESOP. The report shall be accompanied by an affidavit from a director of the Acquiring Group confirming the accuracy of the information contained in the report.

3.4. The Commission may request any additional information from the Merging Parties, which the Commission may, from time to time, deem necessary for purposes of monitoring the extent of compliance with these Conditions.

4. APPARENT BREACH

4.1. Should the Commission receive any complaint in relation to non-compliance with the above Conditions, or otherwise determines that there has been an apparent breach by the Merging Parties of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Commission Rules.

5. VARIATION

5.1. The Merging Parties may at any time, on good cause shown, apply to the Commission for the Conditions to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the variation of the Conditions, the Merging Parties shall apply to the Tribunal, on good cause shown and on notice to the Commission, for the Conditions to be waived, relaxed, modified and/or substituted.

6. GENERAL

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

ANNEXURE B - CONFIDENTIAL

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 5660 **13 December 2024**

COMPETITION COMMISSION

NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:

SPEAR REIT LIMITED

AND

THIRTEEN IMMOVABLE AND RENTAL ENTERPRISES LOCATED IN THE WESTERN CAPE PROVINCE CONTROLLED BY EMIRA PROPERTY FUND LIMITED

CASE NUMBER: 2024MAY0008

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

Background

1. On 06 May 2024, the Competition Commission ("Commission") received notice of an intermediate merger wherein Spear REIT Limited ("Spear") intends to acquire thirteen immovable rental enterprises ("Target Properties") from Emira Property Fund Limited ("Emira"). Following the implementation of the proposed transaction, Spear will exercise sole control over the Target Properties.

Parties and their Activities

2. The primary acquiring firm is Spear, a South African firm. Spear is listed as a Real Estate Investment Trust ("REIT") on the Main Board of the JSE Limited ("JSE") and is not controlled, directly or indirectly, by any firm. Spear is a diversified property ownership firm, with a portfolio of 28 immovable properties and rental enterprises. Spear's properties are located in the Western Cape.

3. The primary target firms are the Target Properties controlled by Emira. Emira is listed as a REIT on the Main Board of the JSE. Emira is controlled by Castleview Property Fund Limited ("Castleview"). Emira invests in a varied portfolio of commercial, industrial, and retail assets.

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The Target Properties are Light Industrial Properties, Grade A Office Properties and two Specialist Medical Retail Centres.

Competition Assessment

4. The Commission considered the activities of the merging parties and found that the proposed transaction result in a horizontal overlap in the market for the provision of light industrial and A grade office space property in, Brackenfell, Epping and Cape Town CDB. The Commission however found that the proposed transaction is unlikely to substantially prevent competition in any market in South Africa.

5. As such, the Commission is of the view that the proposed transaction is unlikely to substantially prevent competition in any market in South Africa.

Public interest

6. To address the Commission's public interest concerns, the parties tendered a number of commitments as set out in the conditions set out in Annexure A **hereto**.

Conclusion

7. The Commission approves the proposed transaction subject to the attached conditions.

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ANNEXURE A

CONDITIONS

SPEAR REIT LIMITED

AND

THIRTEEN IMMOVABLE AND RENTAL ENTERPRISES LOCATED IN THE WESTERN CAPE PROVINCE ULTIMATELY CONTROLLED BY EMIRA PROPERTY FUND LIMITED

CASE NUMBER: 2024MAY0008

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1. **DEFINITIONS**

The following expressions shall bear the meaning assigned to them hereunder, and cognate expressions shall have corresponding meanings, namely:

1.1. "**Acquiring Firm**" means Spear REIT Limited;

1.2. "**Approval Date**" means the date the Commission issues a clearance certificate (Notice CC15);

1.3. "**Commission**" means the Competition Commission of South Africa;

1.4. "**Commission Rules**" means the Rules for the Conduct of Proceedings in the Competition Commission;

1.5. **"Competition Act"** means the Competition Act No 89 of 1998, as amended;

1.6. **"Conditions"** means these conditions;

1.7. "**Day**" means any business day, being any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;

1.8. "**Emira**" means Emira Property Fund Limited, a Real Estate Investment Trust incorporated in accordance with the laws of South Africa with registered business address located at 1st Floor, Block A, Knightsbridge, 33 Sloane Street, Bryanston, Gauteng Province;

1.9. "**HDPs**" means historically disadvantaged persons, as contemplated in section 3(2) of the Competition Act;

1.10. "**HDP Employee**" means a worker who is a HDP as contemplated in section 3(2) of the Competition Act;

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1.11. **"HDP Transaction**" means the increase in HDP ownership to 31.4% of the total issued share capital in the Acquiring Firm within 36 (thirty-six) months from Implementation Date;

1.12. **"HDP Suppliers"** means suppliers which are controlled by HDPs as to, at least, 50% plus 1 share;

1.13. "**Implementation Date**" means the date, occurring after the Approval Date, on which the Merger is implemented;

1.14. "**Merger**" means the acquisition of control over the Target Properties by the Acquiring Firm;

1.15. "**Merging Entity**" means collectively the Acquiring Firm and the Target Properties;

1.16. "**Target Properties**" means thirteen immovable and rental enterprises located in the Western Cape Province which, prior to the Merger, are all ultimately controlled by Emira;

1.17. "**Target Properties Expenditure**" means the procurement of (i) cleaning services, (ii) day to day electrical services (iii) pest control, (iv) roof and waterproofing, and (v) fire equipment, maintenance and repair services by the Target Properties; and

1.18. "**Tribunal**" means the Competition Tribunal of South Africa.

2. EMPLOYMENT

2.1. As at the Approval Date, the Acquiring Firm has 19 HDP employees which equates to 63% of the employees of the Acquiring Firm.

2.2. Within a period of 1 (one) year following the Implementation Date, the Acquiring Firm undertakes to increase the number in clause 2.1. above to 21 HDP employees or 65% of the Acquiring Firm's employees.

3. HDP TRANSACTION

3.1. Spear shall, within 36 (thirty-six) months of the Implementation Date, implement the HDP Transaction.

4. HDP EDUCATION INITIATIVE

4.1. Spear commits to increase its current bursary contributions to HDPs from R50 000 per annum to R150 000 per annum for three years following the Implementation Date.

5. HDPs PROCUREMENT

5.1. The Acquiring Firm commits to procure 100% of the Target Properties' Expenditure from HDP Suppliers for the period of 3 (three) years from the Implementation Date. For the avoidance of doubt this includes the procurement of the following services: cleaning, day-

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to-day electrical, pest control services, roofing and waterproofing, and fire equipment, maintenance and repair services.

6. MONITORING

6.1. The Merging Entity shall inform the Commission in writing of the Implementation Date of the Merger within 5 (five) Days of its occurrence.

6.2. Prior to the implementation of the HDP Transaction, the Acquiring Firm shall provide the Commission with details of the HDP Transaction in writing. These details shall set out:

6.2.1 the structure of the HDP Transaction;
6.2.2 the identities of the HDP shareholder/s;
6.2.3 evidence that the prospective participants to the HDP Transaction are HDPs.
6.2.4 confirmation of whether the HDP Transaction constitutes a merger for the purposes of the Act.

6.3. For the avoidance of doubt, the HDP Transaction may not be implemented without the Commission's written approval. The Commission will provide its written decision within 30 Days of written notification, or such other period as may be agreed in writing.

6.4. Within 10 (ten) Days of having complied with clauses 2. 3. 4, and 5 above, Spear shall submit an affidavit deposed to by a Director of Spear, attesting to the compliance with the clauses.

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

7. APPARENT BREACH

7.1. Should the Commission receive any complaint in relation to non-compliance with the above Conditions, or otherwise determines that there has been an apparent breach by the Merging Entity of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Commission Rules read together with Rule 39 of the Commission Rules.

8. VARIATION

8.1. The Merging Entity may at any time, on good cause shown, apply to the Commission for the Conditions to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the variation of the Conditions, the Merging Entity shall apply to the Tribunal,

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on good cause shown and on notice to the Commission, for the Conditions to be waived, relaxed, modified and/or substituted.

9. GENERAL

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

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

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DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 5661 **13 December 2024**

COMPETITION COMMISSION

NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:

USHUKELA HOLDINGS PROPRIETARY LIMITED
AND

GLEDHOW SUGAR COMPANY PROPRIETARY LIMITED (IN BUSINESS RESCUE)

CASE NUMBER: 2024MAY0006

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

1. On 03 May 2024, the Competition Commission ("Commission") received an intermediate merger notification wherein Ushukela Holdings Proprietary Limited ("Ushukela Holdings") intends on acquiring Gledhow Sugar Company Proprietary Limited ("Gledhow").

2. Gledhow is in business rescue.

3. The acquiring firm, Ushukela Holdings has undertaken to provide capital investment and secure Gledhow's current debts and liabilities following the successful implementation of this proposed merger.

4. Post-merger, Gledhow will be solely controlled by Ushukela Holdings.

5. The primary acquiring firm is Ushukela Holdings. Ushukela Holdings is controlled by Sokhela Sugar Proprietary Limited ("Sokhela") (26.1%) and Maroochi Investments Limited ("Maroochi") (73.9%), a Mauritian company. Sokhela is controlled by the Siyakhula Trust with registration number IT158/2008/PMB (100%). Maroochi is controlled by Mr Raghbir Singh Chatte ("Mr Chatte"), a Kenyan citizen.

6. All the beneficiaries of the Siyakhula Trust are historically disadvantaged persons ("HDPs") as contemplated in the Competition Act no 89 of 1998 (as amended) ("the Act") and, accordingly, 26.1% of Ushukela Holdings is owned by HDPs.

7. Ushukela Holdings is a special purpose vehicle established for the proposed acquisition and has no other business. Sokhela does not control any firms other than Ushukela Holdings. Siyakhula Trust controls a company which owns a property in KwaZulu-Natal on which it hosts events. The Sokehla family (through various structures, namely, [CONFIDENTIAL], which the Sokhela family are the trustees and beneficiaries of) owns approximately [CONFIDENTIAL] hectares of cane farmland in KwaZulu-Natal. This land is leased to four different cane growers who produce sugar cane which is supplied to Gledhow. The only other business interest of the Sokhela family is in a high-performance sports centre at the Moses Mabhida stadium.

8. Maroochi controls Muell Estates which owns and operates a macadamia farm in Mpumalanga. Mr Chatte and his family have business interests in the sugar industry and certain properties in Kenya.

9. The primary target firm is Gledhow. Gledhow's shareholders are Ushukela Milling (Pty) Ltd ("Ushukela Milling") (34.9%); Illovo Sugar (South Africa) (Pty) Ltd ("Illovo") (30%); Gledhow Growers Share Trust ("GGST") (25.1%); and SAPPI Southern Africa Limited ("Sappi") (10%). The Sokhela Family Trusts (whose beneficiaries are the same as those of the Siyakhula Trust) holds 33% of the shares in Ushukela Milling.

10. Gledhow owns and operates a sugar mill and refinery based in KwaDukuza in KwaZulu-Natal. It mills sugar cane received from surrounding cane growers and produces brown and refined (white) sugar for sale locally and, to a lesser extent, for export through S.A. Sugar Export Corporation (Pty) Limited. Gledhow also sells molasses and bagasse.

11. Gledhow is 61% owned by HDPs.

Competition assessment

12. The Commission considered the activities of the merging parties and found that there are no horizontal or vertical overlaps between their activities in South Africa.

13. The Commission found that the merger is unlikely to result in a substantial prevention or lessening of competition in any market.

Public interest

14. The merging parties tendered commitments which the Commission considers will render the merger justifiable on public interest grounds.

Conclusion

15. Considering the above, the Commission approves the proposed transaction subject to the conditions attached in **Annexure A** hereto.

ANNEXURE A

USHUKELA HOLDINGS PROPRIETARY LIMITED

AND

GLEDHOW SUGAR COMPANY PROPRIETARY LIMITED (IN BUSINESS RESCUE)

CASE NO:2024MAY0006

CONDITIONS

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1. DEFINITIONS

The following expressions shall bear the meanings assigned to them below, and cognate expressions bear corresponding meanings:

1.1 "**Acquiring Firm**" means Ushukela Holdings Proprietary Limited and all of its direct and indirect controllers;

1.2 "**Act**" means the Competition Act 89 of 1998, as amended;

1.3 **"Approval Date**" means the date on which the Merger is approved by the Commission and as set out in the Commission's clearance certificate (Notice CC 15);

1.4 "**Commission**" means the Competition Commission of South Africa;

1.5 **"Commission Rules"** means the Rules for the Conduct of Proceedings in the Commission;

1.6 "**Conditions**" means, collectively, the conditions referred to in this document;

1.7 "**Days**" means business days, being any day other than a Saturday, Sunday or official public holiday in South Africa;

1.8 **"Gledhow"** means Gledhow Sugar Company Proprietary Limited (in business rescue);

1.9 **"HDP"** means a historically disadvantaged person as contemplated in section 3(2) of the Act;

1.10 "**Implementation Date**" means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;

1.11 "**Merged Entity**" means the entity that will exist after the implementation of the Merger;

1.12 "**Merger**" means the acquisition of Gledhow's entire issued share capital by the Acquiring Firm;

1.13 "**South Africa**" means the Republic of South Africa;

1.14 "**Tribunal**" means the Competition Tribunal of South Africa; and

1.15 "**Tribunal Rules**" means the Rules for the Conduct of Proceedings in the Tribunal.

2. **CONDITIONS**

2.1 There will be no merger-specific retrenchments as a result of the Merger.

2.1.1 For the sake of clarity, merger-specific retrenchments (i.e., retrenchments as a result of the merger) do not include (i) voluntary retrenchment and/or voluntary separation arrangements; or (ii) voluntary early retirement packages, (iii) unreasonable refusals to be redeployed in accordance with the provisions of the Labour Relations Act; (iv) resignations or retirements in the ordinary course of business; (v) retrenchments lawfully effected for operational requirements unrelated to the Merger; (vi) terminations in the ordinary course of business, including but not limited to, dismissals as a result of misconduct or poor performance; and (vii) any decision not to renew or extend a contract of a fixed-term employee (including a fixed-term third party contract employee) or contract with a third party.

2.2 The Acquiring Firm shall, for a period of 3 (three) years from the Implementation Date, ensure that Gledhow's procurement of its cane requirements from small scale farmers and HDP cane growers remains substantially in line with Gledhow's Pre-Merger volumes.

2.2.1 For clarity, pre-Merger Gledhow purchases a total of approximately 500 000 tonnes of cane per annum from small scale and HDP growers.

2.2.2 For the sake of further clarity, it is recognised that the volume of cane which Gledhow purchases from small scale and HDP growers will depend on (i) the ability and willingness of small scale and HDP

growers to supply cane of satisfactory quality to Gledhow, and (ii) applicable growers being registered with SASA to supply the Gledhow mill with sugar cane.

3. **MONITORING OF COMPLIANCE WITH THE CONDITIONS**

3.1 The Acquiring Firm will circulate a copy of the relevant Conditions to Gledhow's employees, the trade unions and employee representatives within five (5) Days of the Approval Date.

3.2 The Acquiring Firm shall inform the Commission in writing of the Implementation Date within 5 (five) Days of it becoming effective.

3.3 The Acquiring Firm shall, within 30 (thirty) Days of each anniversary of the Implementation Date and for a period of 3 (three) years, provide the Commission with a report detailing their compliance with clause 2.1 and 2.2 of the Conditions. This report shall be accompanied by an affidavit attested to by a senior official of the Acquiring Firm.

3.4 The Commission may request such additional information from the Merging Parties that the Commission may, from time to time, deem necessary for purposes of monitoring the extent of compliance with these Conditions.

4. **APPARENT BREACH**

4.1 In the event that the Commission receives any complaint in relation to non-compliance with the above Conditions, or otherwise determines that there has been an apparent breach by the Merging Parties of these Conditions, that apparent breach shall be dealt with in terms of Rule 39 of the Rules read together with Rule 37 of the Tribunal Rules.

4.2 Any person who believes that the Acquiring Firm has failed to comply with the Conditions may approach the Commission with their complaint.

5. **VARIATION**

6. The Merging Parties may at any time, on good cause shown, apply to the Commission for the Conditions to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the variation of the Conditions, the Merging Parties shall

apply to the Tribunal, on good cause shown and on notice to the Commission, for the Conditions to be waived, relaxed, modified and/or substituted.

7. **GENERAL**

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

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

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 5662 **13 December 2024**

COMPETITION COMMISSION

NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:

RETNEV HOLDINGS PROPRIETARY LIMITED
AND
TWK HOLDINGS PROPRIETARY LIMITED

CASE NUMBER: 2024JUN0038

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

1. On 24 June 2024, the Competition Commission ("Commission") received notice of an intermediate merger in terms of which Retnev Holdings Proprietary Limited ("Retnev") intends to acquire three motor vehicle dealerships and the property upon which these dealerships conduct their businesses from TWK Motors Proprietary Limited ("TWK"). These dealerships are the Standerton Toyota, Piet Retief Toyota and Piet Retief Hino dealerships (henceforth referred to as the "Target Businesses").

2. The primary acquiring firm is Retnev which is an entity registered in South Africa. Retnev is jointly controlled (with a **[CONFIDENTIAL]** shareholding each) by the **[CONFIDENTIAL]**, **[CONFIDENTIAL]** and **[CONFIDENTIAL]**.

3. Retnev controls Anton J Venter Proprietary Limited which is trading as Naboom Toyota, Retnev Motoring Proprietary Limited ("Retnev Motoring") and Retnev Express Proprietary Limited ("Retnev Express").

4. Retnev, through Naboom Toyota, specialises in the sale of Toyota-branded passenger vehicles ("PVs") and light commercial vehicles ("LCVs"). Naboom Toyota is also involved in the provision of after-sale services and the distribution of Toyota-branded motor vehicle parts. Naboom Toyota is located in Mookgophong, Limpopo. For completeness, Retnev Motoring conducts the business of a panel beater shop and Retnev Express operates an Engen fuel station with a kiosk.

5. The primary target firm is TWK with regard to the Target Businesses, which is an entity registered in South Africa. TWK is wholly owned and controlled by TWK Agri Proprietary Limited ("TWK Agri"). TWK Agri controls various entities in South Africa.

6. Relevant to the proposed transaction, TWK is broadly involved in the sale of motor vehicles and the provision of after-sale services and the distribution of branded motor vehicle parts. TWK owns 9 motor vehicle dealerships including the Target Businesses. The Target Businesses conduct the following activities:

   6.1. Standerton Toyota is a Toyota branded motor vehicle dealership which is involved in the sale of new and used PVs and LCVs located in Standerton, Mpumalanga;

   6.2. Piet Retief Toyota is a Toyota branded motor vehicle dealership which is involved in the sale of new and used PVs and LCVs located in Piet Retief, Mpumalanga; and

   6.3. Piet Retief Hino is a Hino branded motor vehicle dealership which is involved in the sale of new and used medium commercial vehicles ("MCVs"), heavy commercial vehicles ("HCVs") and extra heavy commercial vehicles ("EHCVs") located in Piet Retief, Mpumalanga.

7. The Target Group does not have any shareholding held by HDPs.

Competition Assessment

8. The Commission considered the activities of the merging parties and found that the proposed transaction gives rise to a horizontal overlap as both the Acquiring Group and Target Businesses are active in the sale of new and used PV and LCVs and the provision of maintenance and aftersales servicing of motor vehicles. The Commission however found that there is no geographic overlap in the activities of the merging parties. In particular, Naboom Toyota is more than 300km's from Standerton Toyota and over 500kms away from Piet Retief Toyota and Piet Retief Hino.

9. The Commission that the proposed found that the proposed transaction is unlikely to result in any substantial prevention or lessening of competition in any relevant markets.

Public Interest considerations

10. The transaction does not promote a greater spread of ownership by HDPs and workers, and thus the parties have tendered commitments set out in **Annexure A**.

11. The merger does not raise any other public interest issues that require further intervention.

12. The Commission therefore conditionally approves the proposed transaction.

ANNEXURE A: CONDITIONS

RETNEV HOLDINGS PROPRIETARY LIMITED

AND

TWK HOLDINGS PROPRIETARY LIMITED

CASE NUMBER: 2024JUN0038

CONDITIONS

1. DEFINITIONS

1.1 "**Acquiring Firm**" means Retnev Holdings Proprietary Limited;

1.2 "**Act**" means the Competition Act No. 89 of 1998, as amended;

1.3 "**Approval Date**" means the date referred to on the Commission's merger Clearance Certificate;

1.4 **"BeeCo**" means an HDP controlled firm (being a Trust or Company or acceptable structure, as the case may be), which is 100% (one hundred percent) HDP owned, to be identified by the Acquiring Firm and / or Retnev Motor Group, which will hold **[CONFIDENTIAL]** of the ordinary shareholding in the Retnev Motor Group;

1.5 "**Commission**" means the Competition Commission of South Africa;

1.6 "**Commission Rules**" means the Rules for the Conduct of Proceedings in the Commission;

1.7 "**Conditions**" means, collectively, the conditions referred to in this document;

1.8 "**Days**" means business days, being any day other than a Saturday, Sunday, or official public holiday in the Republic of South Africa;

1.9 "**HDPs**" means historically disadvantaged persons, as contemplated in section 3(2) of the Act;

1.10 "**HDP Transaction**" means the transaction according to which BeeCo will subscribe / purchase **[CONFIDENTIAL]** ordinary shares in Retnev Motor Group, based on commercial terms.

1.11 "**Implementation Date**" means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;

1.12 "**Merged Entity**" means the entity that will exist after the implementation of the Merger;

1.13 "**Merger**" means the Acquiring Firm's acquisition of the Target Dealerships;

1.14 "**Merging Parties**" means the Acquiring Firm and the Target Firm;

1.15 "**Retnev Motor Group**" means Retnev Motor Group (Pty) Ltd with registration number: 2024/195925/07, a wholly owned subsidiary of the Acquiring Firm, specifically incorporated to conduct the business of the Target Dealerships;

1.16 "**South Africa**" means the Republic of South Africa;

1.17 "**Target Dealerships**" means the motor vehicle dealership situated in Standerton conducted under the name of Toyota Standerton, and the motor vehicle dealership situated in Piet Retief conducted under the name of Toyota Piet Retief and Hino Piet Retief; and

1.18 "**Target Firm**" means TWK Holdings Proprietary Limited in respect of the Target Dealerships.

2. INCREASE IN SHAREHOLDING HELD BY HDPS

2.1 Within 36 (thirty-six) months of the Implementation Date, the Acquiring Firm / Retnev Motor Group shall ensure that the BeeCo shall hold **[CONFIDENTIAL]** share of the ordinary shareholding in Retnev Motor Group.

2.2 Prior to the HDP Transaction, the Acquiring Firm and / or Retnev Motor Group will provide the Commission with details of the shareholding of the BeeCo in writing. These details shall include, but not be limited to (i) the proposed structure in terms of which the BeeCo will acquire shareholding in Retnev Motor Gorup, (ii) identities of HDP shareholders of the BeeCo, (iii) evidence that the prospective shareholders are HDPs, (iv) the proportion of shareholding in Retnev Motor Group that BeeCo will subscribe to / purchase and (v) confirmation of whether the acquisition of

shareholding by the BeeCo in Retnev Motor Group constitutes a merger for the purposes of the Act.

2.3 Within (sixty) 60 Days of receipt of the details of the BeeCo and other information contained in 2.2 above, the Commission shall provide the Merging Parties with its written approval, or any comments or queries to the BeeCo, in writing.

2.4 For the avoidance of doubt, the introduction of the BeeCo shall not be implemented without the Commission's written approval.

2.5 For the avoidance of further doubt, to the extent that introduction of the BeeCo approved by the Commission in writing also constitutes a merger as defined in the Act (and the thresholds for mandatory notification are met), the introduction of the BeeCo can then only be implemented once same has been notified to the Commission in the prescribed manner and form as a merger and approved with or without conditions.

3. HDP EMPLOYEE SKILL DEVELOPMENT STRATEGY

3.1 Retnev Motor Group shall make an aggregate contribution of **[CONFIDENTIAL]** over a period of 4 (four) years (with a minimum average contribution of **[CONFIDENTIAL]** per annum) from the Approval Date towards Skills Development initiatives such as:

3.1.1 On-the-Job Training: Provide comprehensive on-the-job training programs to develop the skills of HDPs.

3.1.2 Leadership Development: Offer leadership development programs to prepare HDPs for management.

3.1.3 Continuous Learning: Encourage continuous learning through workshops, courses, and certifications that enhance career growth.

3.2 Retnev Motor Group shall make an aggregate contribution of **[CONFIDENTIAL]** over a period of 4 (four) years (with a minimum average contribution of **[CONFIDENTIAL]** per annum) from the Approval Date towards Socio-Economic Development initiatives such as:

3.2.1 Mentorship Programs: Establish mentorship programs where experienced professionals guide and support new HDPs.

3.2.2 Employee Resource Groups: Create employee resource groups that provide a supportive community and networking opportunities.

3.3 Retnev Motor Group shall make an aggregate contribution of R 399 300.02 over a period of 4 (four) years (with a minimum average contribution of R 99 825.00 per

annum) from the Approval Date towards Supplier and Enterprise Development initiatives such as:

3.3.1 Supplier Diversity: Promote supplier diversity by working with businesses owned by HDPs.

4. MONITORING OF COMPLIANCE WITH THE CONDITIONS

4.1 The Acquiring Firm and / or Retnev Motor Group shall inform the Commission in writing of the HDP Transaction within 5 (five) Days of its occurrence.

4.2 The Acquiring Firm and / or Retnev Motor Group shall, within 14 (fourteen) Days of the Implementation Date, inform the Commission that the merger has been implemented.

4.3 The Acquiring Firm and / or Retnev Motor Group shall provide the Commission with a report detailing the extent of its progress and compliance with paragraphs 2 and 3 of the Conditions on each anniversary of the Implementation Date for the duration of the Conditions. This report shall be accompanied by an affidavit, duly signed by the Director of the Acquiring Firm and / or Retnev Motor Group, attesting to the accuracy of the contents of the report.

4.4 In addition to the above, the Acquiring Firm and / or Retnev Motor Group shall provide the Commission with a detailed report on each anniversary of the Implementation Date for a duration of 4 (four) years, setting out the following in compliance with paragraph 3:

4.4.1 The names of the HDP employees that were part of training initiatives for the year;

4.4.2 Whether the training initiatives were completed;

4.4.3 The amount in rands spent on these training initiatives;

4.4.4 The amount in rands spent on social responsibility initiatives and supplier development initiatives for that year;

4.4.5 The list of HDP suppliers that the Acquiring Firm and/or Retnev Motor Group worked with for that year;

4.4.6 Proof that the suppliers in question are HDPs; and

4.4.7 A description and impact study of the supplier development initiatives for that year.

4.5 The Commission may request any additional information from the Acquiring Firm and / or Retnev Motor Group, which the Commission may, from time to time, deem necessary for the purpose of monitoring the extent of compliance with these Conditions.

5. APPARENT BREACH

5.1 Should the Commission receive any complaint in relation to non-compliance with the above Conditions, or otherwise determines that there has been an apparent breach by the Merging Parties of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Commission Rules.

6. VARIATION

6.1 The Merging Parties may at any time, on good cause shown, apply to the Commission for the Conditions to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the variation of the Conditions, the Merging Parties shall apply to the Tribunal, on good cause shown and on notice to the Commission, for the Conditions to be waived, relaxed, modified and/or substituted.

7. GENERAL

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

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

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 5663 **13 December 2024**

COMPETITION COMMISSION

NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:

THE INDEPENDENT INSTITUTE OF EDUCATION (PTY) LTD T/A PROPERTY DIVISION
AND
FIRSTRAND BANK LIMITED IN RESPECT OF THE PROPERTY KNOWN AS THE SANDOWN CONFERENCE AND LEARNING CENTRE

CASE NUMBER: 2024JUL0031

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

Background

1. On 19 July 2024, the Competition Commission (the "Commission") received notice of an intermediate merger whereby the Independent Institute of Education (Pty) Ltd t/a Property Division ("IIE") intends to purchase the immovable property known as the Sandown Conference and Learning Centre ("Target Property") from FirstRand Bank Limited ("FirstRand"). Upon implementation of the proposed merger, IIE will exercise sole control over the Target Property.

2. The primary acquiring firm is IIE, a company incorporated in terms of the laws of the Republic of South Africa ("South Africa"). IIE is wholly owned and controlled by ADvTECH Limited ("ADvTECH") a public company listed on the Johannesburg Stock Exchange ("JSE"). ADvTECH wholly owns and controls ADvTECH Resourcing Holdings (Pty) Ltd ("ADvTECH Resourcing Holdings") and Maramedia (Pty) Ltd ("Maramedia").

3. IIE controls several firms. ADvTECH, IIE and all its subsidiaries are hereinafter referred to as the Acquiring Group.

4. The merging parties indicate that IIE has 26.19% shareholding held by historically disadvantaged persons ("HDPs").

5. The Acquiring Group is a private higher education institution in South Africa operating across 23 sites offering more than 130 registered and accredited higher education programmes from Higher Certificates to Doctorate level on its IIE Varsity College ("Varsity College"), IIE Vega ("Vega"), IIE MSA, IIE Rosebank College and IIE HSM campuses.

6. In addition, the Acquiring Group has a property division which is responsible for acquiring, preparing and maintaining buildings, facilities that are integral to the Acquiring Group's provision of educational services.

7. The primary target firm is FirstRand in respect of the Target Property. The Target Property is described as an immovable property known as the Sandown Conference and Learning Centre, situated at 112 Grayston Drive, Sandown, Johannesburg, 2196, fully described as Erf 44 of the Township Sandown, in the extent of 47 586 m2 .

8. The Target Property is controlled by FirstRand. FirstRand is a public company listed on JSE and as such it is not controlled by any individual firm. The merging parties indicate that FirstRand has 28.96% shareholding held by HDPs. Thus, through the FirstRand, the Target Property has an indirect shareholding held by HDPs of 28.96%.

9. The Target Property includes a 160-seater auditorium, 3 boardrooms, 17 conference facilities, swimming pool, tennis courts, four double storey blocks with 2 of the blocks having lower ground levels of accommodation facilities with a capacity of 121 rooms. The total GLA of the building is 10 424 m2.

10. The Target Property was mothballed in 2020. Previously the Target Property served as a training centre for FirstRand's employees.

Competition Assessment

11. The Commission found that the proposed transaction is unlikely to result in any substantial prevention or lessening of competition in any relevant markets.

Public interest considerations

12. To address public interest concerns, the parties have tendered the conditions set out in **Annexure A**.

13. The Commission approves the proposed transaction in accordance with the conditions set out in **Annexure A**.

ANNEXURE A: CONDITIONS

THE INDEPENDENT INSTITUTE OF EDUCATION (PTY) LTD T/A PROPERTY DIVISION

AND

FIRSTRAND BANK LIMITED IN RESPECT OF THE PROPERTY KNOWN AS THE SANDOWN CONFERENCE AND LEARNING CENTRE

CASE NUMBER: 2024JUL0031

CONDITIONS

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1. **DEFINITIONS**

1.1. The following expressions shall bear the meaning assigned to the below and cognate expressions bear a corresponding meaning –

1.1.1. "**Acquiring Firm**" means The Independent Institute of Education (Pty) Ltd t/a Property Division;

1.1.2. "**Approval Date**" means the date referred to on the Commission's Merger Clearance Certificate;

1.1.3. "**Cleaning Services**" means any services in relation to the cleaning, maintaining (limited to cosmetic maintenance) and sanitary upkeep of the Target Property;

1.1.4. "**Commission**" means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;

1.1.5. "**Competition Act**" means the Competition Act No. 89 of 1998, as amended;

1.1.6. "**Conditions**" means these conditions, and "Condition" means, as the context requires, any one of them;

1.1.7. "**Days**" means any calendar day other than a Saturday, Sunday or an official public holiday in South Africa;

1.1.8. "**HDP**" means a historically disadvantaged person as contemplated in section 3(2) of the Competition Act;

1.1.9. "**Implementation Date**" means the date, occurring after the Approval Date, on which the Merger is implemented by the Merger Parties – in this instance, when ownership of the Target Property is transferred from the Target Firm to the Acquiring Firm;

1.1.10. "**Merged Entity**" means the Target Property subject to the control of the Acquiring Firm;

1.1.1. "**Merger**" means the acquisition of the Target Property by the Acquiring Firm from the Target Firm;

1.1.2. "**Merger Parties**" means the Acquiring Firm and the Target Firm;

1.1.3. "**Operational Date**" means the date upon which the Target Property has been fully renovated and repurposed in accordance with the Acquiring Firm's business plan for the site – and is accordingly fully operational;

1.1.4. "**Operational Phase**" means the period following the Operational Date;

1.1.5. "**Refurbishment Phase**" means the period between the Implementation Date and the Operational Date;

1.1.6. "**Security Services**" means any services for the purpose of the protection, guarding or monitoring of the Target Property;

1.1.7. "**SME**" means small and medium businesses as contemplated in section 1 of the Competition Act;

1.1.8. "**South Africa**" means the Republic of South Africa;

1.1.9. "**Target Firm**" means FirstRand Bank Ltd in respect of the Target Property;

1.1.10. "**Target Property**" means the Sandown CLC Conference and Learning Centre, situated at 112 Grayston Drive, Sandown, Johannesburg, 2196 – more fully described as Erf 44 of the Township Sandown, in the extent of 47 586 m^2 (forty-seven thousand five hundred and eighty-six square meters);

1.1.11. "**Tribunal**" means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act; and

1.1.12. "**Tribunal Rules**" means the Rules for the Conduct of proceedings in the Tribunal.

2. **CONDITIONS**

2.1. With effect from the Implementation Date, the Acquiring Firm undertakes to contract with an HDP Owned and Controlled Entity and/or SMME for the provision of Security Services in relation to the Target Property during the Refurbishment Phase, until completion of the Refurbishment Phase, which is estimated to be a period of 15 (fifteen) months.

2.2. The Acquiring Firm undertakes to contract with an HDP Owned and Controlled Entity and/or SMME for the provision of Cleaning Services in relation to the Target Property for a period of 3 (three) years with effect from the commencement of the Operational Phase.

3. **MONITORING OF COMPLIANCE WITH THE CONDITIONS**

3.1. The Acquiring Firm shall inform the Commission in writing of the Implementation Date within 5 (five) days of it becoming effective.

3.2. The Acquiring Firm shall inform the Commission in writing of the Operational Date within 5 (five) days of it becoming effective.

3.3. The Acquiring Firm shall, from the first anniversary of the Implementation Date, submit annual reports confirming compliance with the conditions in clause 2 above.

3.4. The reports submitted in terms of paragraph 3.3 shall be accompanied by an affidavit deposed to by a senior official of the Acquiring Firm, confirming the accuracy of the information contained in the report and attesting to the compliance with the Conditions.

3.5. The Commission may request any additional information from the Merger Parties, which the Commission may from time to time deem necessary for the purposes of monitoring he extent of compliance with these Conditions.

4. **APPARENT BREACH**

4.1. If the Merged Entity appears to have breached the above Conditions or if the Commission determines that there has been an apparent breach by the Merger Parties of the Conditions, this shall be dealt with in terms of Rule 39 of the Commission Rules read with Rule 37 of the Rules for the Conduct of Proceedings in the Tribunal.

5. **VARIATION**

5.1. The Merger Parties may at any time, on good cause shown, apply to the Commission for any of the Conditions to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the variation of the Conditions, the Merger Parties shall apply to the Tribunal, on good cause shown and on notice to the Commission, for the Conditions to be waived, relaxed, modified and/or substituted.

6. **GENERAL**

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

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

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 5664 **13 December 2024**

COMPETITION COMMISSION

NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:

VREDENHOF BELEGGINGS PROPRIETARY LIMITED

AND

THE FRUIT FARMING BUSINESS KNOWN AS 'APPLETHWAITE FARM'

CASE NUMBER: 2024JUL0027

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

1. On 18 July 2024, the Competition Commission (the "Commission") received notice of an intermediate merger wherein Vredenhof Beleggings Eiendoms Beperk ("Vredenhof") intends to acquire the fruit farming business known as Applethwaite Farm (the "Target Business") as a going concern. Post implementation of the proposed transaction, Vredenhof will have sole control over the Target Business.

Parties and activities

2. The primary acquiring firm, Vredenhof, is wholly owned by the Sass en Emme Trust (the "SE Trust"), a family trust. Apart from Vredenhof, the SE Trust does not control any other firms. The Trustees of the SE Trust are also the Trustees of the Dennegeur Trust, a family trust. The Dennegeur Trust, in turn, wholly owns: JS Beukes Eiendoms Beperk trading as Dennegeur ("Dennegeur"), a private company incorporated in South Africa; and Gemsbok Boerdery Eiendoms Beperk a private company incorporated in South Africa.

3. Vredenhof, all the firms controlling it and all the firms controlled by those firms are collectively referred to as the "Acquiring Group".

4. The Acquiring Group's activities are comprised of property investments and pome fruit production. The Acquiring Group's pome fruit production, packing and exporting activities are of relevance to this merger assessment. These activities are conducted from the Grabouw region in the Western Cape. The Acquiring Group also provides packing and storage services for their inhouse pome fruit production operations and provides these services to a limited number of external pome fruit producers from the Grabouw region.

5. The Target Business is currently wholly owned by Capespan Agri Proprietary Limited ("Capespan Agri"). The Target Business is a pome fruit farm near Grabouw in Caledon district, Western Cape Province. The Target Business supplies its pome fruit locally to South African traders, retailers and wholesalers.

Competition analysis

6. The Commission found that the proposed transaction is unlikely to result in a substantial lessening or prevention of competition in any relevant market.

Public Interest considerations

7. To address public interest concerns, the parties have tendered the commitments set out in **Annexure A**.

8. The Commission therefore conditionally approves the proposed transaction.

ANNEXURE A

VREDENHOF BELEGGINGS PROPRIETARY LIMITED

AND

THE FRUIT FARMING BUSINESS KNOWN AS 'APPLETHWAITE FARM'

CASE NUMBER: 2024JUL0027

CONDITIONS

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1. **DEFINITIONS**

1.1 The following expressions shall bear the meanings assigned to them below, and cognate expressions bear corresponding meanings:

1.1.1 "**Acquiring Firm**" means Vredenhof Beleggings Eiendoms Beperk;

1.1.2 "**Acquiring Group**" means the Acquiring Firm, its direct and indirect controllers and all firms directly and indirectly controlled by the aforesaid firms;

1.1.3 "**Approval Date**" means the date referred to on the Commission's merger clearance certificate (Notice CC 15), being the date on which the Merger is approved in terms of the Competition Act;

1.1.4 "**Capespan Agri**" means Capespan Agri Proprietary Limited, the seller of the Target Business;

1.1.5 "**Commission**" means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;

1.1.6 **"Commission Rules"** means the Rules for the Conduct of Proceedings in the Commission;

1.1.7 **"Competition Act"** means the Competition Act, 89 of 1998, as amended;

1.1.8 **"Conditions"** means these conditions;

1.1.9 **"Days**" means any calendar day other than a Saturday, a Sunday or an official public holiday in South Africa;

1.1.10 **"Dennegeur Foundation"** means the not-for-profit company and registered public benefit organisation (registration number 930067228) established by the Acquiring Group for the benefit of its farm workers and the surrounding farm communities;

1.1.11 **"Guesthouse Business"** means the Elgin Country Lodge currently owned and operated as a profit-making guest house business by the Acquiring Firm;

1.1.12 **"HDP"** means a historically disadvantaged person as contemplated in the Competition Act;

1.1.13 **"HDP-owned Farmers"** means farmers owned as to, at least, 50% plus 1 share by HDP(s);

1.1.14 **"Hortgro"** means Hortgro Pome, a South African pome industry association and a registered not-for-profit company with registration number 2002/008690/08;

1.1.15 **"Implementation Date"** means the date occurring after the last condition precedent to the transaction is fulfilled or waived, as the case may be, when the Merger is implemented in accordance with its terms;

1.1.16 **"Merged Entity"** means the Target Business subject to the control of the Acquiring Group following the Implementation Date;

1.1.17 **"Merger"** means the proposed acquisition by the Acquiring Firm of the Target Business as a going concern;

1.1.18 **"Merging Parties"** means the Acquiring Group and the Target Business;

1.1.19 **"Moratorium Period"** means a period of 3 (three) years from the Implementation Date and includes the period between the Approval Date and the Implementation Date;

1.1.20 **"South Africa**" means the Republic of South Africa;

1.1.21 **"Target Business"** means the fruit farming business known as 'Applethwaite Farm' owned, pre-Merger, by Capespan Agri; and

1.1.22 **"Tribunal"** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act.

2. **SOCIAL DEVELOPMENT INITIATIVES**

2.1 Within 12 (twelve) months of the Implementation Date, the Acquiring Group shall transfer full ownership of its Guesthouse Business to the Dennegeur Foundation. For the avoidance of doubt, the transfer of the Guesthouse Business to the Dennegeur Foundation shall be for no consideration.

2.2 Dennegeur Foundation will be required to redeploy realised profits from the Guesthouse Business solely to the benefit of the employees of the Acquiring Group (including the employees of the Target Business) and the surrounding farm communities (which includes that of the Target Business).

2.3 For the avoidance of any doubt, all the employees of the Target Business and relevant communities will become beneficiaries of and share equally in the benefits of the Dennegeur Foundation upon the Implementation Date.

3. **DEVELOPMENT OF HDP-OWNED FARMERS AND SKILLS DEVELOPMENT INITIATIVES**

3.1 On an annual basis for the next 3 (three) financial years, commencing 30 June 2025, the Acquiring Firm shall contribute 5 (five) days to Hortgro's transformation capacity building programme aimed at addressing the need for management skills and training for HDP-owned Farmers in the pome industry.

3.2 The Acquiring Firm shall provide the following services: financial coaching (budget planning, record keeping and operational management) as well as technical mentorship and coaching (resource management, productivity, tailored technical support, networking and relationship building).

CONTINUES ON PAGE 130 OF BOOK 2

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4. **CAPITAL EXPENDITURE**

4.1 The Acquiring Group shall ensure that over the next 3 (three) financial years commencing on 30 June 2025 and in respect of the Target Business it will incur in aggregate no less than R10,000,000 (ten million rand) in capital expenditure on the Target Business's existing non-bearing hectares and on repairs and maintenance.

5. **EMPLOYMENT**

5.1 Subject to the provisions of clause 5.1 below, the Merged Entity shall not retrench any permanent or fixed-term contract employees as a result of the Merger during the Moratorium Period.

5.2 The undertaking provided in clause 5.15.1 above means that no retrenchments will result as a consequence of the implementation of the Merger. For the sake of clarity, Merger specific retrenchments do not include (i) voluntary retrenchment and/or voluntary separation arrangements; (ii) voluntary early retirement packages; (iii) unreasonable refusals to be redeployed in accordance with the provisions of the Labour Relations Act; (iv) resignations or retirements in the ordinary course of business; (v) retrenchments lawfully effected for operational requirements (for the purposes of the Labour Relations Act) unrelated to the Merger (vi) terminations in the ordinary course of business, including but not limited to, dismissals as a result of misconduct or poor performance; and (vii) any decision not to renew or extend a contract of a fixed-term third party contract employee or contract with a third party.

6. **MONITORING OF COMPLIANCE WITH THE CONDITIONS**

6.1 The Merged Entity shall inform the Commission in writing of the Implementation Date within 5 (five) Days of the Implementation Date.

6.2 The Merged Entity shall, within 30 (thirty) Days of the end of the Acquiring Firm's financial year-end, for its next 2 (two) financial years commencing 30 June 2025, provide to the Commission a report detailing its progress regarding the compliance with the Conditions. This report shall be accompanied by an affidavit attested to by a senior official of the Merged Entity, confirming the report's accuracy.

6.3 The Commission may request additional information from the Merging Parties, which the Commission may reasonably deem necessary to monitor the extent of compliance with the Conditions.

6.4 Any person who believes that the Merging Parties have not complied with or have acted in breach of the Conditions may approach the Commission with their complaint. If the Commission determines that there has been an apparent breach by the Merging Parties of these Conditions, the matter shall be dealt with in terms of clause 8 below.

7. VARIATION OF THE CONDITIONS

7.1 The Merging Parties may at any time, on good cause shown, apply to the Commission for any of the Conditions to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the variation of the Conditions, the Merging Parties shall apply to the Tribunal, on good cause shown and on notice to the Commission, for the Conditions to be waived, relaxed, modified and/or substituted.

8. APPARENT BREACH

8.1 Should the Commission receive any complaint in relation to non-compliance with the above Conditions, or otherwise determines that there has been an apparent breach by the Merging Parties of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Commission Rules.

9. GENERAL

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

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

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 5665 **13 December 2024**

COMPETITION COMMISSION

NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:

ARES HOLDINGS PROPRIETARY LIMITED

AND

TED BAKER SA PROPRIETARY LIMITED

CASE NUMBER: 2024APR0047

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

1. On 25 April 2024, the Competition Commission (the "Commission") received a notice of an intermediate merger in terms of which Ares Holdings Proprietary Limited ("Ares") has been appointed as the licensee in relation to the Ted Baker brand in South Africa. As a consequence of the appointment, Ares has elected to acquire certain assets from Ted Baker SA Proprietary Limited ("Ted Baker") including seven (7) Ted Baker branded retail outlets and inventory. Ares will also take on fifty-seven (57) employees who are currently employed in Ted Baker SA's stores ("Proposed Transaction").

2. Post implementation of the Proposed Transaction, Ares will become the licensee entitled to distribute Ted Baker branded products in South Africa, and operate the Ted Baker branded retail outlets in South Africa.

3. Ares is wholly-owned by Artemis Holdings Proprietary Limited ("Artemis Holdings"), which is in turn controlled as to [CONFIDENTIAL] by Sana Partners. The other shareholders in Sana Partners are [CONFIDENTIAL].

4. Sana Partners is directly controlled by [CONFIDENTIAL].

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5. Ares, Artemis Holdings and Sana Partners are collectively referred to as the Acquiring Group hereinafter. The Acquiring Group is not owned or controlled by historically disadvantaged persons ("HDPs") as contemplated in section 3(2) of the Competition Act No. 89 of 1998.

6. The Acquiring Group is a South African brand management company and specialises in the footwear, apparel and accessories categories. The Acquiring Group operates a multi-channel network which includes over 2 500 wholesale stores, 50 owner-operated retail stores, and its own e-commerce platforms. The brands that are currently managed by Acquiring Group and which are relevant to the proposed transaction include: (i) Under Armour, (ii) Crocs and Hey Dude, (iii) Birkenstock and (iv) 2XU brands.

7. The primary target firm comprises, collectively, the licence to distribute and sell Ted Baker branded products in South Africa, and associated Ted Baker branded retail outlets and inventory, currently held by Ted Baker SA Proprietary Limited ("Ted Baker"). Ted Baker does not control any other firm.

8. Ted Baker is a wholly-owned and controlled subsidiary of Ted Baker Holdings Limited ("Ted Baker Holdings"), a company registered in the United Kingdom.

9. The Target Group does not have ownership by HDPs as contemplated in section 3(2) of the Act.

10. The Target Group is a retailer of international premium Ted Baker branded apparel, footwear, accessories (including headwear, bags and belts) and lifestyle products and is active in South Africa through the Target Firm.

Competition analysis

11. The Commission found that although the proposed transaction raises notional horizontal overlaps in the broadly defined markets for the retail of branded apparel and retail of branded footwear, the product offerings of the merging parties are significantly differentiated such that they cannot be considered close competitors. Further, if the parties' activities in a broad market for athleisure and casual footwear and apparel is considered, the merged entity's market share will be less than 5%.

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12. Considering the above, the Commission concluded that the proposed transaction is unlikely to result in a substantial prevention or lessening of competition in any of the affected market(s).

Public Interest

13. On employment, the Commission found that all employees of the Target Firm will be transferred to the Acquiring Group in terms of section 197 of the Labour Relations Act No. 66 of 1995 (as amended) as a result of the merger. The merging parties also provided an unequivocal statement that the merger will not result in any negative employment outcomes and have tendered a three-year moratorium against merger-specific retrenchments.

14. In respect of the effect of the transaction on section 12A(3)(e) of the Act, the Commission noted that neither the Acquiring Group nor the Target Firm has shareholding by HDPs. Consequently, the Commission requested the merging parties to make submissions on appropriate remedies. The merging parties tendered the conditions in **Annexure "A**".

Conclusion

15. The Commission approves the proposed transaction with the conditions in **Annexure A**.

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ANNEXURE A

CONFIDENTIAL

ARES HOLDINGS PROPRIETARY LIMITED

AND

TED BAKER SA PROPRIETARY LIMITED

CASE NUMBER: 2024APR0047

CONDITIONS

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1. DEFINITIONS

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

1.1 "**Acquiring Firm**" means Ares Holdings Proprietary Limited;

1.2 "**Approval Date**" means the date referred to on the Commission's Merger Clearance Certificate (Form CC 15);

1.3 "**Commission**" means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;

1.4 "**Competition Rules**" means the Rules for the Conduct of Proceedings in the Commission;

1.5 "**Competition Act**" means the Competition Act, 89 of 1998, as amended;

1.6 "**Conditions**" mean these conditions;

1.7 "**Days**" means any calendar day other than a Saturday, a Sunday or an official public holiday in South Africa;

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1.8 **"Implementation Date"** means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;

1.9 "**Labour Relations Act**" means the Labour Relations Act, No. 66 of 1995, as amended;

1.10 "**Merged Entity**" means the Target Firm subject to the control of the Acquiring Firm following the Implementation Date;

1.11 "**Merger**" means the proposed transaction between the Merger Parties notified to the Commission under case number: 2024Apr0047;

1.12 **"Merger Parties"** means the Acquiring Firm and the Target Firm;

1.13 "**Target Firm**" means the license, retail outlets, and certain other assets associated with the Ted Baker brand, which is being acquired from Ted Baker SA Proprietary Limited;

1.14 "**Ted Baker Employees**" means the 57 (fifty-seven) employees employed at the retail stores of the Target Firm as at the Approval Date; and

1.15 "**Tribunal**" means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act.

2. EMPLOYMENT

2.1 The Merger Parties shall ensure that the Ted Baker Employees are transferred to the Acquiring Firm in accordance with the provisions of section 197 of the Labour Relations Act.

2.2 The Merger Parties shall not retrench any employees as a result of the Merger for a period of 3 (three) years from the Implementation Date, including the period between the Approval Date and Implementation Date.

2.3 For the avoidance of doubt, this condition does not include (i) voluntary retrenchment and/or voluntary separation arrangements; (ii) voluntary early retirement packages, (iii) unreasonable refusals to be redeployed in accordance with the provisions of the Labour Relations Act; (iv) resignations or retirements in the ordinary course of business; (v) retrenchments lawfully effected for operational requirements unrelated to the Merger; (vi) terminations in the ordinary course of business, including but not limited to, dismissals as a result of misconduct or poor

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performance; or (vii) any decision not to renew or extend a contract of a fixed-term third party contract employee or contract with a third party.

2.4 The Acquiring Firm undertakes that there will be no downward variation of wages and conditions of work in relation to the employees of the Merged Entity as a result of the Merger. For the avoidance of doubt, this undertaking applies equally to employees of the Acquiring Firm and the Ted Baker Employees.

2.5 The Acquiring Firm undertakes that the Ted Baker Employees will receive the same medical cover benefits as all permanent employees of the Acquiring Firm.

2.6 Within 3 (three) years of the Implementation Date, the Acquiring Firm shall assemble and appoint a team to manage the Ted Baker business in South Africa. This will include the creation of [CONFIDENTIAL] new permanent employment positions at the Merged Entity.

3. EXPANSION

3.1 Within a period of 3 (three) years of the Implementation Date, the Merged Entity shall:

3.1.1 establish at least [CONFIDENTIAL] new Ted Baker branded retail stores in South Africa. For the avoidance of doubt, such new retail stores will be in addition to the 7 (seven) retail stores acquired with the Target Firm as at the Approval Date; and

3.1.2 create at least [CONFIDENTIAL] new retail positions to service the new retail stores to be established in accordance with clause 0 above.

4. MONITORING OF COMPLIANCE WITH THE CONDITIONS

4.1 The Merged Entity shall inform the Commission in writing of the Implementation Date within 5 (five) Days of the Implementation Date.

4.2 Within 10 (ten) Days of the Implementation Date, the Merged Entity shall circulate a non-confidential version of the Conditions to its employees. As proof of compliance, the Merged Entity shall, within 5 (five) Days of circulating the Conditions, submit to the Commission an affidavit attested to by a senior official of the Acquiring Firm.

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4.3 For a period of 3 (three) years, on each anniversary of the Implementation Date, the Merged Entity shall provide the Commission with a report in relation to the Merger Parties' compliance with clauses 0 and 0 of the Conditions. Such report shall be accompanied by an affidavit attested to by a senior official of the Acquiring Firm, confirming the Merger Parties' compliance with the Conditions.

4.4 The Commission may request such additional information from the Merger Parties, which the Commission may, from time to time, deem necessary for purposes of monitoring the extent of compliance with these Conditions.

5. APPARENT BREACH

Should the Commission receive any complaint in relation to non-compliance with the above Conditions, or otherwise determine that there has been an apparent breach of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Commission Rules.

6. VARIATION OF CONDITIONS

The Merging Parties may at any time, on good cause shown, apply to the Commission for the Conditions to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the variation of the Conditions, the Merging Parties shall apply to the Tribunal, on good cause shown and on notice to the Commission, for the Conditions to be waived, relaxed, modified and/or substituted.

7. GENERAL

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

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

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DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 5666 **13 December 2024**

COMPETITION COMMISSION

NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:

ALLIANCE FOOS (PTY) LTD

AND

AKM FOODS (PTY) LTD

CASE NUMBER: 2024APR0045

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

1. On 24 April 2024, the Competition Commission (the "Commission") received notice of an intermediate merger whereby Alliance Foods SA (Pty) Ltd ("Alliance Foods SA") intends to purchase the business of AKM Foods (Pty) Ltd ("AKM Foods"), being 45 Kentucky Fried Chicken ("KFC") outlets in the Eastern Cape, South Africa (the "Target Business"). Upon conclusion of the proposed transaction, Alliance Foods SA will exercise sole control over the Target Business.

Parties

2. The primary acquiring firm is Alliance Foods SA, a private company incorporated in terms of the laws of South Africa. Alliance Foods SA is wholly owned and controlled by Alliance Foods (Pty) Ltd which is based in Eswatini ("Alliance Foods Eswatini"). Alliance Foods Eswatini is controlled by Greystone Partners Limited (Eswatini) ("Greystone Partners") as to 72.73%. The remaining interest in Alliance Foods Eswatini is held by Inala Capital Limited (Eswatini) ("Inala Capital") as to 27.27%.

3. Greystone Partners is a public listed company on the Eswatini Stock Exchange and it is not controlled by any firm. Apart from Alliance Eswatini, Greystone Partners also has a controlling interest in General Africa Foods Eswatini (Pty) Ltd and non-controlling interests in Lojaf (Pty) Ltd and Promco (Pty) Ltd.

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4. For completeness, Inala Capital is a public company in Eswatini and it is not controlled by any firm. Inala Capital in turn does not control any firm.

5. Alliance Foods SA does not directly or indirectly control any firm.

6. Alliance Foods SA, its controlling firm and all the other firms controlled by its controlling firm are collectively referred to as the "Acquiring Group".

7. Alliance Foods SA has no shareholding by historically disadvantaged persons ("HDPs").

8. The Target Business is currently controlled by AKM Foods, a private company incorporated in terms of the laws of South Africa. AKM Foods is in turn controlled by Eswift Investments (RF) Proprietary Limited ("Eswift Investments"), a company incorporated in terms of the laws of South Africa. Eswift Investments in ultimately controlled by HDP owned family trusts.

9. The Target Business is ultimately wholly owned and controlled by HDPs, comprising of HDP-owned family trusts.

Activities

10. The Acquiring Group comprises of various companies active in the operation of investment holding companies, butcheries, home and storages goods stores and 11 KFC outlets in Eswatini. Relevant to the proposed transaction are the Acquiring Group's activities relating to the operation and ownership of KFC outlets.

11. The Target Business comprises of 45 quick service restaurants ("QSRs"), namely KFC outlets located in the Eastern Cape, South Africa.

Areas of overlap

12. The proposed transaction presents a horizontal overlap in the market for QSRs. This is because the Acquiring Group (through Alliance Foods Eswatini) operates 11 KFC outlets. On the other hand, the Target Business comprises of 45 KFC outlets. The Commission found that there is no geographic overlap in the activities of the merging parties.

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13. Given the above, the Commission is of the view that the proposed transaction is unlikely to result in a substantial prevention or lessening of competition in any relevant market.

Public interest

14. There are no employment concerns arising as a result of the proposed transaction.

15. In order to promote a greater spread of ownership, the merging parties have made commitments in relation to the imposition of an HDP transaction or Employee Share Ownership Program as well as procurement commitments.

Conclusion

16. The Commission approves the proposed transaction in accordance with the conditions set out in **Annexure A**.

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ANNEXURE A

ALLIANCE FOODS SA (PTY) LTD

AND

AKM FOODS (PTY) LTD

COMMISSION CASE NUMBER: 2024APR0045

CONDITIONS

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1. DEFINITIONS

The following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings: -

1.1. **"Acquiring Firm"** means Alliance Foods SA Proprietary Limited;

1.2. **"Approval Date"** means the date referred to in the Competition Commission's merger clearance certificate (Form CC15);

1.3. **"Business Days"** means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;

1.4. **"Commission"** means the Competition Commission of South Africa, duly established under the Competition Act;

1.5. **"Commission Rules"** means the Rules for the Conduct of Proceedings in the Commission;

1.6. **"Competition Act"** means the Competition Act, No. 89 of 1998, (as amended);

1.7. **"Conditions"** mean, collectively, the conditions referred to in this document;

1.8. **"ESOP"** means the employee share ownership programme to be established for the benefit of Qualifying Workers as contemplated in paragraph 2.2 below;

1.9. **"ESOP Establishment Period"** means 36 months from the Implementation Date;

1.10. **"Franchisor"** means KFC (Pty) Ltd, registration number 1994/003839/07, a limited liability company organised and existing under the laws of South Africa and a wholly-owned subsidiary of Yum! Brands Inc, an American multi-national

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fast-food corporation on the Fortune 1000, operating brands such as KFC and Pizza Hut;

1.11. **"HDPs"** means a historically disadvantaged person/s as contemplated in section 3(2) of the Competition Act;

1.12. **"HDP-Owned"** means owns as to at least, 50% plus 1 share by HDP(s);

1.13. "**HDP Transaction**" means the Merging Parties' commitment to establish a 9% HDP shareholder of the Merged Entity, chosen at the sole discretion of the Merged Entity;

1.14. **"Implementation Date"** means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties, being the date on which the Sale of Business becomes unconditional;

1.15. **"KFC"** means Kentucky Fried Chicken;

1.16. **"LRA"** means the Labour Relations Act, No. 66 of 1995, (as amended);

1.17. **"Merger"** means the acquisition of control by the Acquiring Firm over the Target Business;

1.18. **"Merged Entity"** means the Acquiring Firm's acquisition of the Target Business following the Merger;

1.19. **"Merging Parties"** means the Acquiring Firm and the Target Firm;

1.20. **"Qualifying Workers"** means Workers employed by the Merged Entity;

1.21. **"Sale of Business"** means the sale of business agreement concluded on or about 5 February 2024, between, *inter alios*, the Acquiring Firm, the Target Firm and Alliance Foods Proprietary Limited**;**

1.22. **"South Africa"** means the Republic of South Africa;

1.23. **"Target Business"** means the business of conducting a chain of 45 KFC quick service restaurant outlets;

1.24. **"Target Firm"** means AKM Foods Proprietary Limited in respect of the business of conducting a chain of 45 KFC quick service restaurant outlets;

1.25. **"Tribunal"** means the Competition Tribunal of South Africa;

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1.26. **"Tribunal Rules"** means the Rules for the Conduct of Proceedings in the Tribunal; and

1.27. "**Worker**" means an employee as defined in the Labour Relations Act 66 of 1995 (as amended) and, in the context of ownership, refers to ownership by a broad base of Workers.

2. CONDITIONS TO THE APPROVAL OF THE MERGER

2.1. PROCUREMENT

2.1.1. In the 12 months preceding the merger filing date, the merging parties spent approximately [Confidential] on the procurement of goods and services such as raw materials, equipment, construction, management fees and cash in transit services from HDP-Owned Firms. The Merged Entity undertakes to use its reasonable endeavors, having regard to the requirements of the Franchisor, to retain the HDP-Owned Firms currently engaged as suppliers to the merging parties for a period of [Confidential] years after the Implementation Date.

2.1.2. The Merged Entity undertakes to use its reasonable endeavors, having regard to the requirements of the Franchisor, to increase the annual spend on HDPs set out in clause 2.1.1 above by a [Confidential]% annually for a period of [Confidential] years after the Implementation Date.

2.2. ESOP or HDP Transaction

2.2.1. The Merged Entity shall within the ESOP Establishment Period, at its election, and on written notice to the Commission, establish HDP shareholder participation in the Merged Entity in terms of which 9% ("the minimum HDP shareholding") of the shares in the Merged Entity will be held by HDPs, whether by way of the establishment of an ESOP or a sale or subscription for shares in the Merged Entity.

2.2.2. In the event that the Merged Entity elects to establish an ESOP, the ESOP will be implemented in accordance with the design principles set out in **Annexure B** hereto.

2.2.3. Prior to the implementation of the HDP Transaction, the Merging Parties will provide the Commission with details of the HDP Transaction in writing.

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These details shall include, but not be limited to, the structure of the HDP Transaction, identities of prospective HDPs, evidence that prospective participants to the HDP Transaction are HDPs, the proportion of shareholding in the Merged Entity that each prospective HDP shareholder will receive and confirmation of whether the HDP Transaction constitutes a merger for the purposes of the Act.

2.2.4. Within 60 days of receipt of the details of the HDP Transaction, the Commission shall provide its written approval or any comments or queries to the HDP transaction in writing.

2.2.5. For the avoidance of doubt, the HDP Transaction may not be implemented without the Commission's written approval.

2.2.6. For the avoidance of further doubt, to the extent that the HDP Transaction approved by the Commission in writing also constitutes a merger as defined in the Act (and the thresholds for mandatory notification are met), the HDP Transaction can then only be implemented once same has been notified to the Commission as a merger and approved with or without conditions.

3. MONITORING OF COMPLIANCE WITH THE CONDITIONS

3.1. Within 10 (ten) Days of the Implementation Date, the Merged Entity shall circulate a non-confidential version of the Conditions to its employees, their employee representatives and trade unions. As proof of compliance herewith, the Merged Entity shall within 5 (five) Days of circulating the Conditions, submit to the Commission an affidavit by a senior official, attesting to such compliance.

3.2. Within 5 (five) days after the Implementation Date, the Merged Entity shall notify the Commission in writing of the Implementation Date.

3.3. The Merged Entity shall submit a compliance report (including a trust deed for the registration of the ESOP) within 5 (five) Days after the establishment of the ESOP. The report shall be accompanied by an affidavit from a director of the Acquiring Group confirming the accuracy of the information contained in the report,

3.4. The Merged Entity shall provide the Commission with a report detailing the extent of its progress and compliance with paragraphs 2.1 to 2.2 of the Conditions on each anniversary of the Implementation Date for the duration of the Conditions.

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This report shall be accompanied by an affidavit, duly signed by the Director of the Merged Entity, attesting to the accuracy of the contents of the report.

3.5. The Commission may request any additional information from the Merging Parties, which the Commission may, from time to time, deem necessary for purposes of monitoring the extent of compliance with these Conditions.

4. APPARENT BREACH

4.1. Should the Commission receive any complaint in relation to non-compliance with the above Conditions, or otherwise determines that there has been an apparent breach by the Merging Parties of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Commission Rules.

5. VARIATION

5.1. The Merging Parties may at any time, on good cause shown, apply to the Commission for the Conditions to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the variation of the Conditions, the Merging Parties shall apply to the Tribunal, on good cause shown and on notice to the Commission, for the Conditions to be waived, relaxed, modified and/or substituted.

6. GENERAL

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

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

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DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 5667 **13 December 2024**

COMPETITION COMMISSION

NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:

SUN WORLD INTERNATIONAL, LLC

AND

SUBSIDIARIES OF BIOGOLD INTERNATIONAL PROPRIETARY LIMITED

CASE NUMBER: 2024APR0059

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

1. On 29 April 2024, the Competition Commission (the "Commission") received a notice of an intermediate merger whereby Sun World International, LLC ("Sun World") intends to acquire all of the issued capital stock and other equity ownership interests in each of the subsidiaries of Biogold International Proprietary Limited ("Biogold") (the "Transferred Firms"). Following the implementation of the proposed transaction, Sun World will have sole control over the Transferred Firms.

Parties

2. The primary acquiring firm, Sun World, is a Delaware based limited liability company. Sun World is indirectly controlled by BP Veraison TopCo LP ("BP Veraison"), a limited partnership registered in accordance with the laws of the United States of America. BP Veraison is ultimately beneficially owned by the limited partnerships comprising the Bridgepoint Europe VI Fund and controlled by Bridgepoint Advisers Limited, whose ultimate parent is Bridgepoint Group plc ("Bridgepoint"). Bridgepoint is a public company listed on the Main Market of the London Stock Exchange. Bridgepoint is the ultimate parent of the wider Bridgepoint group (the "Bridgepoint Group").

3. The Bridgepoint Group comprises of numerous portfolio companies.

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4. Sun World has the following direct subsidiaries: Sun World Europe s.r.l. (Italy), Sun World Chile SpA (Chile), Sun World Australasia Pty Ltd (Australia) and Sun World International LLC (South Africa). Sun World, its subsidiaries and its controlling firms are collectively referred to as the "Acquiring Group").

5. Sun World is wholly foreign-owned and does not have any shareholding by historically disadvantaged persons ("HDPs").

6. Prior to the implementation of the proposed transaction and as a result of an internal restructuring, the Transferred Firms will be controlled by ANB Investments Proprietary Limited ("ANB"). Prior to the internal restructuring, the Transferred Firms were held within Biogold and various subsidiaries of Biogold. Biogold is a wholly-owned subsidiary of ANB.

7. With the exception of Biogold Network EM SA, the Transferred firms do not control any other firm. However, since the Biogold Network EM SA does not control any firms in South Africa, its controlling interests are not relevant for the assessment of the proposed transaction.

8. The Transferred Firms have no direct shareholding by HDPs. ANB (i.e., the seller) has 21.53% HDP-ownership. Thus, the Transferred Firms have an indirect HDP shareholding of 21.53%.

Activities

9. The Acquiring Group (through Sun World/primary acquiring firm) is active in breeding new table grape and stonefruit varieties and licensing those varieties to table grape and stonefruit producers.

10. The primary business of the Transferred Firms is securing rights from citrus breeders to new proprietary fruit varieties and commercialising those rights with producers of those crops (referred to here as growers). Essentially, the Transferred Firms operate as plant breeder rights managers.

Areas of overlap

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11. The Commission considered the activities of the merging parties and found that the proposed transaction does not result in a horizontal overlap as the Acquiring Group (including Sun World) does not provide any services in direct competition with the Transferred Firms. In addition, the proposed transaction does not raise foreclosure concerns from the vertical overlap arising.

12. The Commission received concerns from a market participant which alleged that the merging parties are direct competitors and may exercise market power in the market for citrus fruit breeding and commercialisation of such rights with producers of those crops. However, the Commission found that the merging parties are not direct competitors, and the proposed transaction is unlikely confer market power onto the merged entity.

13. In all, the Commission is of the view that the proposed transaction is unlikely to substantially prevent or lessen competition in any relevant market.

Public interest

14. In relation to the employment issues arising, the merging parties committed to a 3-year moratorium and also to increase the number of employees of in South Africa within 5 years of the implementation date, with preference given to hiring female HDPs.

15. In order to promote a greater spread of ownership, the merging parties have made a suite of commitments including enterprise development, favourable financing terms and favourable payment terms for HDP fruit growers, amongst others.

Conclusion

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

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MERGER CONDITIONS

SUN WORLD INTERNATIONAL, LLC

AND

SUBSIDIARIES OF BIOGOLD INTERNATIONAL PROPRIETARY LIMITED

CASE NUMBER: 2024APR0059

CONDITIONS

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1. **DEFINITIONS**

1.1 In these Conditions, the following words will, unless otherwise stated or inconsistent with the context in which they appear, bear the following meanings and other words derived from the same origins as such words (that is, cognate words) will bear corresponding meanings:

1.1.1 "**Acquirer**" means Sun World International, LLC, its controllers and all the firms that it controls;

1.1.2 "**Approval Date**" means the date the Commission issues a clearance certificate in terms of the Competition Act;

1.1.3 "**Business Day**" means any day which is not a Saturday, Sunday or an official public holiday in South Africa;

1.1.4 "**Commission**" means the Competition Commission of South Africa;

1.1.5 "**Commission Rules**" means the Rules for the Conduct of Proceedings in the Commission;

1.1.6 "**Competition Act**" means the Competition Act 89 of 1998, as amended from time to time;

1.1.7 "**Community Owned Initiatives**" means the Serala Estate farm owned by the Mamahlola community and Maradadi farm owned by Batlhabene community, both established subsequent to the successful land restitution

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process instituted by the communities which were forcefully removed from the land as a result of past discriminatory laws;

1.1.8 "**Conditions**" mean these conditions;

1.1.9 "**DTIC**" means the Department for Trade, Industry and Competition of the South African Government;

1.1.10 "**Employees**" means any person that is, in terms of South African labour law, an employee of Transferred Firms in South Africa, whether on a permanent or a fixed term basis,

1.1.11 "**HDPs**" means historically disadvantaged persons as contemplated in section 3(2) of the Competition Act;

1.1.12 **"HDP Growers"** means current or potential farmers or fruit producers who are classified as HDPs in terms of the Competition Act;

1.1.13 "**Implementation Date**" means the date, occurring after the Approval Date, on which the Merger is implemented in accordance with its terms;

1.1.14 "**Initial Royalties**" means the payment which a grower or farmer is usually required to make on delivery or planting of the plant supplied by the Merger Parties;

1.1.15 "**Merged Entity**" means the Transferred Firms, subject to the control of the Acquirer;

1.1.16 "**Merger**" means the acquisition of control over the Transferred Firms by the Acquirer;

1.1.17 "**Merger Parties**" means the Acquirer and the Transferred Firms;

1.1.18 "**Moratorium Period**" means a period of 3 (three) years from the Implementation Date and includes the period between the Approval Date and the Implementation Date;

1.1.19 "**Proposed Transaction**" means the merger between the Acquirer and the Transferred Firms;

1.1.20 "**Seller**" means ANB Investments Proprietary Limited;

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1.1.21 "**SMME Growers**" means current or potential farmers or fruit producers who are classified as small businesses or medium sized businesses as defined in section 1 of the Competition Act;

1.1.22 "**Transferred Firms**" means Biogold Network EM S.A., Biogold North America, Inc., Biogold South America S.P.A., Biogold UK Limited, Citrogold Proprietary Limited and SunBio Proprietary Limited;

1.1.23 "**Tribunal**" means the Competition Tribunal of South Africa established in terms of section 26 of the Competition Act; and

1.1.24 "**Tribunal Rules**" means the means Rules for the Conduct of Proceedings in the Tribunal.

1.1.25 "**Year of Fruit Production**" means the period after the delivery of the plant to the grower in which fruit production for the specific plant would be expected (in the case of grapes no sooner than two years after delivery and in the case of citrus no sooner than four years after delivery).

2. **EMPLOYMENT**

2.1 The Merger Parties undertake –

2.1.1 that there will be no retrenchments as a result of the Proposed Transaction during the Moratorium Period;

2.1.2 to increase the total number of employees of the Merger Parties in South Africa by 25% (to no fewer than **(CONFIDENTIAL)** employees) within **(CONFIDENTIAL)** years of the Implementation Date – with a preference given to hiring female HDPs workers.

2.2 For the sake of clarity, retrenchments do not include (i) voluntary retrenchment and/or voluntary separation arrangements; (ii) voluntary early retirement packages; (iii) unreasonable refusals to be redeployed in accordance with the provisions of the Labour Relations Act of 1995, as amended; (iv) resignations or retirements in the ordinary course of business; (v) retrenchments lawfully effected for operational requirements unrelated to the Merger; and (vi) terminations in the ordinary course of business, including but not limited to dismissals as a result of misconduct or poor performance.

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3. **SELLER'S COMMUNITY INVOLVEMENT**

3.1 The Seller shall continue with its current support of the defined Community Owned Initiatives, to the value of no less than **(CONFIDENTIAL)** per year for the next **(CONFIDENTIAL)** years (cumulatively no less than **(CONFIDENTIAL)** The support will include technical support, transitioning from old to new fruit varieties, new developments, and assistance with farming practices and marketing.

4. **INCREASED HDP ENTRY AND PARTICIPATION**

4.1 The Merged Entity shall provide more favourable agreement terms to HDP Growers. In particular, HDP Growers will be offered deferred payment of no less than **(CONFIDENTIAL)** of Initial Royalties. Such payment will be deferred to the **(CONFIDENTIAL)**.

4.2 The Merger Parties will make available at least **(CONFIDENTIAL)** rand) in financing to encourage development of new hectares for grapes, citrus and stone fruit within **(CONFIDENTIAL)** years of the Implementation Date. **(CONFIDENTIAL) (CONFIDENTIAL)** of the committed amount will be made available within **(CONFIDENTIAL) (CONFIDENTIAL)** years of the Implementation Date. Preference will be provided to HDP Growers and SMME Growers when allocating spending. HDP Growers and SMME Growers will be offered lower interest rates than other growers**.**

4.3 The conditions set out in this clause (clause 4) will persist for **(CONFIDENTIAL)** from the Implementation Date.

5. **ENTERPRISE DEVELOPMENT**

5.1 The Merger Parties will contribute **(CONFIDENTIAL)** in enterprise development contributions within **(CONFIDENTIAL)** years of the Implementation Date, involving operating expenses support or technical support to HDPs that either have the potential to enter the Merger Parties' supply chain or that can participate within the broader value chain in which the Merger Parties operates.

5.2 The Seller will contribute **(CONFIDENTIAL)** in enterprise development contributions **(CONFIDENTIAL)** years of the Implementation Date, involving operating expenses support or technical support to HDPs that either have the potential to graduate into the Seller's supply chain or that can participate within the broader value chain in which the Seller operates.

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6. **MONITORING OF COMPLIANCE WITH THE CONDITIONS**

6.1 The Acquirer shall notify the Commission in writing of the Implementation Date within 5 (five) Business Days of the Implementation Date.

6.2 The Merged Entity shall circulate a copy of the employment conditions to the Merged Entity's employees and employee representatives within 5 (five) Business Days of the Implementation Date.

6.3 As proof of compliance with paragraph 6.2 a senior executive of the Merger Parties shall, within 10 (ten) Business Days of circulating the Conditions, submit to the Commission an affidavit attesting to the circulation of the Conditions and provide a copy of the notices that were circulated to the employees and their employee representatives.

6.4 Within 30 (thirty) Days of each anniversary of the Approval Date up until the fifth anniversary of the Implementation Date, the Merger Parties shall provide the Commission and the DTIC with an appropriately detailed report regarding the Merger Parties' compliance with the Conditions.

6.5 The report referred to in clause 6.4 shall be accompanied by an affidavit attested to by the chief executive officer of the Merger Parties confirming the accuracy of the annual report and full compliance of these Conditions in the year to which the reports relate.

6.6 The Commission may request any additional information from the Merger Parties that it may, from time to time, deem necessary to monitor the extent of compliance with these Conditions.

7. **VARIATION**

7.1 The Merger Parties may at any time, on good cause shown, apply to the Commission for the Conditions to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the variation of the Conditions, the Merger Parties shall apply to the Tribunal, on good cause shown and on notice to the Commission, for the Conditions to be waived, relaxed, modified and/or substituted.

8. **APPARENT BREACH**

8.1 Should the Commission receive any complaint regarding non-compliance with the above Conditions, or otherwise determine that there has been an apparent breach

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of these Conditions by the Merger Parties, the breach shall be dealt with in terms of Rule 39 of the Commission Rules read together with Rule 37 of the Tribunal Rules.

9. **GENERAL**

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

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

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DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 5668 **13 December 2024**

COMPETITION COMMISSION

NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:

SAFARI BIDCO SA PROPRIETARY LIMITED
AND
SYSPRO PROPRIETARY LIMITED

CASE NUMBER: 2024AUG0020

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

Background

1. On 07 August 2024, the Competition Commission ("Commission") received notice of an intermediate merger whereby Safari Bidco Proprietary Limited ("Safari") seeks to acquire the entire issued share capital of SYSPRO Proprietary Limited ("SYSPRO").

2. The primary acquiring firm is Safari, a private company incorporated in South Africa which is ultimately controlled by Advent International L.P ("Advent").

3. Advent is a fund manager which is a limited partnership entity established under the laws of the State of Delaware in the United States of America. Private equity funds managed and/or advised by Advent and/or its affiliates hold shareholding in various portfolio entities worldwide. Advent is a global private equity investor that focuses on the acquisition of equity in companies and manages investment funds. In South Africa, Advent's investment portfolio comprises of various entities that are active in the aerospace and space markets across the communications, connectivity and advanced electronic systems sectors, identity-related security services, biometric identification products and related software to private companies and governments, SIM cards, bank cards and bank personalisation services, and the manufacturing, installation and maintenance of elevators and escalators.

4. Safari is a newly incorporated entity and thus does not conduct any activities. Safari, all the entities controlled by Safari, and the entities controlling Safari will be referred to as the "Acquiring Group".

5. The Acquiring Group does not have any shareholding held by historically disadvantaged persons ("HDPs") or workers.

6. The primary target firm is SYSPRO Proprietary Limited ("SYSPRO"), which is a private entity registered in South Africa. The shareholding in SYSPRO is held by **[CONFIDENITAL]**. SYSPRO controls SYSPRO Uplift NPC, which is a non-profit entity registered in South Africa and SYSPRO Kenya Limited, which is an entity registered in Kenya. SYSPRO and the entities controlled by SYPRO will be referred to as the "Target Group".

7. The Target Group supplies enterprise resource planning ("ERP") software to customers in various sectors, particularly those that are involved in manufacturing and distribution services. The Target Group's software automates and integrates their customers' business processes by taking customer orders, scheduling operations, keeping inventory records and financial data amongst other aspects.

8. The Target Group does not have any shareholding held by HDPs.

Competition Analysis

9. The Commission found that the proposed transaction is unlikely to substantially prevent or lessen competition in any market since there are no horizontal or vertical overlaps between the activities of the merging parties.

Public Interest considerations

10. The Commission assessed the merger's effect on each of the public interests, consistent with the framework set out in the *Revised Public Interest Guidelines Relating to Merger Control*. The most relevant aspects of that assessment are set out below.

11. The Commission found that SYSPRO had retrenched some employees in the previous year and these retrenchments were not merger specific. However, to ensure that employees at both SYSPRO and the Acquiring Group are safeguarded from any merger specific retrenchments post-merger, the Commission considered implementing an employment moratorium of 2 years to which the merging parties agreed. The employment condition is included in **Annexure A**.

12. The Commission found that the proposed transaction does not promote a greater spread of ownership by HDPs and/or workers as contemplated in section 12A(3)(e) of the Act and requested the merging parties to consider appropriate remedies. The merging parties agreed to establish an employee share ownership programme ("**ESOP**") within a period of 24 months which will hold 5% of the shareholding in SYSPRO. The condition is reflected in the conditions hereto in **Annexure A**.

13. The Commission did not find any other public interest concerns arising from the proposed transaction.

14. The Commission therefore conditionally approves the proposed transaction.

ANNEXURE A

SAFARI BIDCO SA PROPRIETARY LIMITED
AND
SYSPRO PROPRIETARY LIMITED

CASE NUMBER: 2024AUG0020

CONDITIONS

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1. **DEFINITIONS**

The following expressions shall bear the meanings assigned to them below, and related expressions bear corresponding meanings –

1.1 "**Act**" means the Competition Act, 89 of 1998, as amended;

1.2 "**Acquiring Firm**" means Safari Bidco SA Proprietary Limited;

1.3 "**Approval Date**" means the date on which the Merger is approved by the Commission as set out in the Commission's Merger Clearance Certificate (Notice CC 15);

1.4 "**Commission**" means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Act;

1.5 "**Commission Rules**" means the Rules for the Conduct of Proceedings in the Commission;

1.6 "**Conditions**" means these conditions set out herein;

1.7 "**Days**" means any calendar day other than a Saturday, a Sunday or an official public holiday in South Africa;

1.8 "**ESOP**" means Employee Share Ownership Programme to be established pursuant to the Merger and these Conditions;

1.9 "**Implementation Date**" means the date, occurring after the Approval Date, on which the Merger is implemented by the Merger Parties;

1.10 "**Merger**" means the transaction in terms of which the Acquiring Firm will acquire 100% of the issued shares in the Target Firm;

1.11 "**Merger Parties**" means the Acquiring Firm and the Target Firm;

1.12 "**Labour Relations Act**" means the Labour Relations Act 66 of 1995 (as amended);

1.13 "**Participating Workers**" means all Workers employed at the Target Firm for an uninterrupted period of at least 12 (twelve) months, with the exclusion of Senior Management of the Target Firm;

1.14 **"Senior Management"** means the highest level of managers of the Target Firm, below the board of directors or executive management of the Target Firm or those employees in senior management positions who participate in other long-term, management or other incentive schemes;

1.15 "**Target Firm**" means SYSPRO Proprietary Limited;

1.16 "**Tribunal**" means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act; and

1.17 "**Workers**" means permanent employees as contemplated in section 213 of Labour Relations Act and, in the context of ownership, refers to ownership by a broad base of Workers.

2. **CONDITIONS**

EMPLOYMENT

2.1 The Merger Parties shall not retrench any employees of the Target Firm as a result of the Merger ("**Merger specific retrenchments**") for a period of 24 (twenty-four) months from the Implementation Date.

2.2 For the avoidance of doubt, Merger specific retrenchments do not include: (i) voluntary retrenchment and/or voluntary separation arrangements; (ii) voluntary early retirement packages; (iii) unreasonable refusals to be redeployed in accordance with the provisions of the Labour Relations Act; (iv) resignations or retirements in the ordinary course of business; (v) retrenchments lawfully effected for operational requirements unrelated to the Merger; (vi) terminations in the ordinary course of business, including but not limited to dismissals as a result of

misconduct (including breaches of employment terms, conditions and guidelines, unlawful, inappropriate, criminal conduct or similar grounds of misconduct) or poor performance; and (vii) any decision not to renew or extend a contract of a fixed-term third party contract employee or contract with a third party.

ESTABLISHMENT OF AN ESOP

2.3 The Merger Parties shall, within a period of 24 (twenty-four) months from the Implementation Date, establish an ESOP for the benefit of Participating Workers, which will hold 5% (five per cent) of the issued share capital of the Target Firm.

2.4 The ESOP shall be established within the general parameters of the key design principles set out in **Annexure B** to the Conditions.

3. **MONITORING OF COMPLIANCE WITH THE CONDITIONS**

3.1 The Merger Parties shall inform the Commission in writing of the Implementation Date within 5 (five) Days of its occurrence.

3.2 The Merger Parties shall, within 10 (ten) Days of the Implementation Date, circulate a non-confidential version of the Conditions to the Workers of the Target Firm. As proof of compliance herewith, the Target Firm shall, within 5 (five) Days of circulating the Conditions, submit to the Commission an affidavit deposed to by a senior official of the Target Firm, attesting to such compliance.

3.3 Within 30 (thirty) days of each anniversary of the Implementation Date, for a period of 2 (two) years, the Merger Parties shall submit a detailed written report to the Commission confirming compliance with the Conditions. Such report shall be accompanied by an affidavit deposed to by a Director of the Target Firm attesting to the contents of the report.

3.4 The Commission may at any time request any other documentation or information it deems necessary to monitor compliance with the Conditions.

4. **APPARENT BREACH**

5. In the event that the Commission discovers that there has been an apparent breach of these Conditions, this shall be dealt with in terms of Rule 37 of the Rules for the Conduct of Proceedings in the Tribunal read together with Rule 39 of the Rules for the Conduct of Proceedings in the Commission.

6. **VARIATION OF CONDITIONS**

The Merger Parties may at any time, on good cause shown, apply to the Commission for the Conditions to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the variation of the Conditions, the Merger Parties shall apply to the Tribunal, on good cause shown and on notice to the Commission, for the Conditions to be waived, relaxed, modified and/or substituted.

7. **GENERAL**

All correspondence concerning these Conditions must be submitted to the following email address: mergerconditions@compcom.co.za.

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

Annexure B

ESOP DESIGN PRINCIPLES

Design Principle	Applicable Criteria
Structure	• The Merger Parties shall establish an ESOP in the form of a trust, which will hold 5% (five per cent) of the issued share capital of the Target Firm.
Cost to Workers	• No cost to Workers: Workers will not be required to pay to participate in the ESOP. • The Merger Parties must make provision for independent legal and financial experts to act on behalf of Workers in ESOP establishment negotiations. • Any reasonable expenses incurred by the Workers and/or their employee representatives shall be paid for by the Merger Parties.
Governance	• The board of trustees must be balanced, and Workers must be represented on the board of trustees. For example, 1 (one) trustee appointed by the Merger Parties, 1 (one) appointed by the Workers and 1 (one) independent trustee. • The independent trustee will be recommended and appointed by the Workers, subject to the candidate being acceptable to the Merger Parties.
Duration	• The ESOP will be perpetual/evergreen (to cater for the changing workforce so as to benefit all current and future Workers).
Participants	• All current and future Workers (not limited to historically disadvantaged persons). • Eligibility criteria: permanent Workers of the Target Firm, subject to the definition of Participating Workers as defined in the Conditions. A reasonable minimum period of service may be stipulated. • Maternity leave will have no adverse impact on qualifying criteria.
Participation Benefits	• Beneficiaries will be entitled to: (a) dividends and (b) capital growth/upside based on their participation rights calculated with reference to units allocated to beneficiaries. • Beneficiaries will cease to participate for certain leaver events, for example, resignations and dismissals. • Death, retirement and retrenchment will not affect participation.
Value & Funding	• The value of the ESOP and the consideration payable for the shares to be held by the ESOP ("**ESOP Shares**") will be the pro rata market value of the ESOP Shares (as a proportion of the total issued shared in the Target Firm) payable by arm's length purchaser (without any discount), with such valuation to be performed, and the ESOP value to be calculated, as at the

Design Principle	Applicable Criteria
	month preceding the establishment and commencement of the ESOP. • The Merger Parties must provide vendor finance if required. • If Vendor financing is required, the loan must bear interest at not less than prime +½%. • Dividend policy can provide for a "trickle" dividend (in the ratio of 40:60), i.e., at least 40% of any dividends declared will flow to beneficiaries and at most 60% will be utilized to service the vendor financing.

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 5669 **13 December 2024**

COMPETITION COMMISSION

NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:

ACCORHOTELS SOUTH AFRICA (PTY) LTD
AND
GILTEDGE TRAVEL (PTY) LTD

CASE NUMBER: 2024JUN0018

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

Background

1. On 11 June 2024, the Competition Commission (the "Commission") received notice of an intermediate merger whereby, AccorHotels South Africa (Pty) Ltd ("AccorHotels") intends to increase its shareholding in Giltedge Travel (Pty) Ltd ("Giltedge") from 50% to 100%. Pre-transaction, AccorHotels already has joint control of Giltedge as to 50%. Pursuant to the implementation of the proposed transaction, AccorHotels will exercise sole control over Giltedge.

2. The primary acquiring firm is AccorHotels, a private company incorporated in South Africa. AccorHotels is controlled by Accor Afrique SA ("Accor Afrique"), a limited liability company (société anonyme) organised under the Laws of France. Accor Afrique is in turn controlled by Accor SA ("Accor"), a limited liability company (société anonyme) organised under the Laws of France and listed on the Euronext Paris Stock Exchange. Accor is a public company and is therefore not directly or indirectly controlled by any single firm or combination of firms.

3. AccorHotels directly and indirectly controls the following firms: Giltedge Travel (Pty) Ltd ("Giltedge"), the primary target firm, as to 50%, Mantis Africa Holdings (Pty) Ltd ("Mantis") as to 100% and Zambezi Queen Collection ("ZQC") as to 50%. The remaining 50% interest in ZQC is held by Giltedge.

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4. AccorHotels does not have any shareholding by historically disadvantaged persons ("HDPs").

5. Accor, AccorHotels and its subsidiaries excluding Giltedge are herein after referred to as "Accor Group".

6. Accor Group's business activities comprise of 2 (two) main operating structures namely: (i) franchise or service agreements, and (ii) management agreements. With respect to franchise or service agreements, Accor Group provides services to hotel owners such as the use of its brands and access to booking systems. In return for these services, the Accor Group is paid a fee. With respect to the management agreements, the Accor Group operates hotels on behalf of the owners who remunerates the Accor Group.

7. In South Africa, the Accor Group manages a number of hotels under their Mercure Fairmont, Pullman and Mantis brand in Gauteng, Mpumalanga, Western Cape and the Eastern Cape. These hotels are graded as 3- and 5-star hotels.

8. The primary target firm is Giltedge, a private company incorporated in South Africa. Giltedge is jointly controlled by AccorHotels and Giltedge Africa Holdings (Pty) Ltd ("GAH") with each holding an equal share of 50%.

9. Giltedge directly and/or indirectly controls the following firms in South Africa: Giltedge Incentives (Pty) Ltd ; Giltedge International (Pty) Ltd; Giltedge Ocean Islands (Pty) Ltd; Giltedge Travel LLC; and Zambezi Queen Holdings (Pty) Ltd.

10. Giltedge does not have any shareholding by HDPs.

11. Giltedge is a luxury South African tour operator operating across South Africa and parts of Southern Africa, East Africa and the Indian Ocean islands. Giltedge is a tour operator/travel agent and acts as intermediary between the hotels and the customers. Giltedge books hotels on behalf of its clients and can also book other travel-related activities offering clients a complete travel service that can include flights, hotels, activities and land arrangements.

Competition Assessment

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12. The Commission found that the proposed transaction is unlikely to result in any substantial prevention or lessening of competition in any relevant markets.

Public Interest considerations

13. To address public interest concerns, the parties have tendered the commitments set out in **Annexure A**.

14. The Commission therefore conditionally approves the proposed transaction.

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ANNEXURE A

ACCORHOTELS SOUTH AFRICA PROPRIETARY LIMITED

AND

GILTEDGE TRAVEL PROPRIETARY LIMITED

CASE NUMBER: 2024JUN0018

CONDITIONS

1. **DEFINITIONS**

The following expressions shall bear the meanings assigned to them below and related expressions bear corresponding meanings: -

1.1 **"Act"** means the Competition Act, No. 89 of 1998 (as amended);

1.2 **"AccorHotels"** means AccorHotels South Africa Proprietary Limited

1.3 **"Approval Date"** means the date on which the Commission issues a Clearance Certificate in terms of the Competition Act;

1.4 **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Act;

1.5 **"Commission Rules"** means the Rules for the Conduct of Proceedings in the Commission;

1.6 **"Conditions"** means these conditions;

1.7 **"CCFA"** means the not-for-profit Community Conservation Fund Africa;

1.8 **"Days"** means any calendar day which is not a Saturday, Sunday, or an official holiday in South Africa;

1.9 **"Giltedge"** means Giltedge Travel Proprietary Limited;

1.10 **"HDP"** means Historically Disadvantaged Person(s) as contemplated in section 3(2) of the Competition Act;

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1.11 **"Implementation Date"** means the date, occurring after the Approval Date, on which the Merger is implemented by the Merger Parties;

1.12 **"Merger"** means the proposed transaction in terms of which AccorHotels will acquire sole control over Giltedge;

1.13 **"Merger Application"** means the merger application filed on 11 June 2024 under Case No. 2024Jun0018;

1.14 **"Merged Entity"** means AccorHotels acquisition of Giltedge following the Merger;

1.15 **"Merger Parties"** means the parties to the Merger, being AccorHotels South Africa Proprietary Limited and Giltedge Travel Proprietary Limited; ;

1.16 **"Tribunal"** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Act;

1.17 **"Tribunal Rules"** means the Rules for the Conduct of Proceedings in the Tribunal.

2. **CONDITIONS**

HDP Procurement

2.1 The Merger Parties undertake to maintain the average percentage procurement spend from HDP-owned or related firms (determined with reference to the average spend of approximately [**CONFIDENTIAL**] in the preceding 12 months) for a period of 3 (three) years from the Implementation Date, subject to the requirements and service providers selected by customers.

Training and Development

2.2 Within 12 (twelve) months of the Implementation Date, the Merger Parties shall:

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2.2.1 establish a training fund to the value of R1 000 000 per annum for a period of 3 (three) years (i.e., a total of R3 000 000) aimed at:

2.2.1.1 upskilling and training employees of the Merger Parties using services procured by HDP-owned firms; and

2.2.1.2 providing annual bursary funding to HDP high school graduates targeted at a Bachelor of Commerce or equivalent degrees in hospitality at South African universities.

2.2.1.3 Subject to available vacancies or opportunities, the Merger Parties will offer employment within the Merger Parties' businesses to graduates who complete their degrees within the minimum time period.

Community Conservation Fund Africa

2.3 The Merger Parties shall donate [**CONFIDENTIAL**] of its annual revenue to the CCFA (or similar Not for Profit Organisations) for a period of 3 (three) years from the Implementation Date. Funding will be ring-fenced for projects that support community development and conservation efforts. These projects will include current local community initiatives and conservation projects. Future projects, yet to be identified, will be validated by the CCFA Board of Directors to ensure transparency and credible projects aligned with the objectives of the CCFA.

3. MONITORING AND REPORTING

3.1 AccorHotels shall inform the Commission in writing of the Implementation Date within 5 (five) Days of it becoming effective.

3.2 Within 30 (thirty) Days of each anniversary of the Implementation Date, for a period of 3 (three) years from the Implementation Date, AccorHotels, shall submit a detailed written report to the Commission, confirming compliance with the Conditions. Such report shall be accompanied by an affidavit deposed to by a director of AccorHotels attesting to the contents of the report. This report will include details of the projects and initiatives undertaken by the CCFA.

3.3 The Commission may at any time request any other documentation or information it deems necessary to monitor compliance with the Conditions.

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4. **APPARENT BREACH**

4.1 If the Merged Entity appears to have breached the above Conditions or if the Commission determines that there has been an apparent breach by the Merged Entity of the Conditions, this shall be dealt with in terms of Rule 39 of the Commission Rules read with Rule 37 of the Rules for the Conduct of Proceedings in the Tribunal.

5. **VARIATION**

5.1 The Merging Parties may at any time, on good cause shown, apply to the Commission for the Conditions to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the variation of the Conditions, the Merging Parties shall apply to the Tribunal, on good cause shown and on notice to the Commission, for the Conditions to be waived, relaxed, modified and/or substituted.

6. **GENERAL**

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

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

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DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 5670 **13 December 2024**

COMPETITION COMMISSION

NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:

COSMO SISI PROPERTIES (PTY) LTD
AND
REDEFINE RETAIL (PTY) LTD IN RESPECT OF THE LETTING ENTERPRISE KNOWN AS BRYANSTON SHOPPING CENTRE

CASE NUMBER: 2024JUL0008

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

Background

1. On 5 July 2024, the Competition Commission received notice of an intermediate merger wherein Cosmo SISI Properties (Pty) Ltd ("Cosmo Properties") intends to acquire Bryanston Shopping Centre from Redefine Retail (Pty) Ltd ("Redefine Retail"). On completion of the proposed transaction, Cosmo Properties will own and exercise sole control over Bryanston Shopping Centre.

Parties to the transaction

2. The primary acquiring firm is Cosmo Properties, a newly formed company. Cosmo Properties and its controllers will collectively be referred to as the Acquiring Group.

3. The Acquiring Group operates as a real estate company specialising in the ownership, management, sales and leasing of shopping centres throughout South Africa is a property group. Of relevance to the proposed transaction are its retail shopping centres in Gauteng Province.

4. The Acquiring Group does not have any shareholding held by Historically Disadvantaged Persons ("HDPs").

5. The primary target firm is Redefine Retail in respect of the letting enterprise known as Bryanston Shopping Centre. The Bryanston Shopping Centre is owned and controlled

by Redefine Retail. Redefine Retail is a wholly owned subsidiary of Redefine Properties Limited ("Redefine"). Redefine is a Real Estate Investment Trust ("REIT") which is listed on the Johannesburg Stock Exchange ("JSE") and is not controlled by any firms.

6. Redefine's latest B-BBEE certificate reflects that it has a Level 1 certification with a verified 42.40% black/HDP ownership.

7. Bryanston Shopping Centre is a neighbourhood centre which comprises 11,634m^2 of retail space located at 15 Ballyclare Drive, Bryanston, Johannesburg, Gauteng.

Competition analysis

8. The Commission considered the activities of the merging parties and found that the proposed transaction presents a horizontal overlap in the market for rentable retail space in convenience centres. However, the Commission found that there is no geographic overlap between the activities of the merging parties given that the closest convenience centre of the Acquiring Group is located 37km from Bryanston Shopping Centre while the Commission and Tribunal have previously found that convenience centres compete within a 10km radius.

9. Considering the above, the Commission is of the view that the proposed transaction is unlikely to substantially prevent or lessen competition in any relevant market.

Public interest analysis

Effect on employment

10. The merging parties submit that the property management functions of Bryanston Shopping Centre are currently provided internally by Redefine Properties Limited, and, upon transfer, it will be managed by the Acquiring Firm. The employees associated with Bryanston Shopping Centre will be transferred along with Bryanston Shopping Centre in terms of Section 197 of the Labour Relations Act. The proposed transaction will thus have no adverse impact on employment.

11. Considering the above, the Commission is of the view that it is unlikely that the merger will substantially have a negative effect on employment.

Effect of the merger on the greater spread of ownership, in particular to increase the levels of ownership by Historically Disadvantaged Persons and Workers in firms in the market

12. The Acquiring Group does not have any shareholding held by HDPs.

13. Bryanston Shopping Centre is currently ultimately owned by Redefine. Redefine has 42.40% of its shareholding held by HDPs. Considering the above, the Bryanston Shopping Centre will result in a dilution in HDP shareholding of 42.40%.

14. Considering the above, the Commission requested the merging parties to propose remedies. In this regard, the parties undertake that the Acquiring Group will procure cleaning and security services for the target property, from HDP-owned service providers for a period of 3 (three) years after the implementation date (refer to Annexure A).

Conclusion

15. Taken as a whole, the Commission approves the proposed transaction subject to the conditions attached as **Annexure A**.

ANNEXURE A

COSMO SISI PROPERTIES PROPRIETARY LIMITED

AND

REDEFINE RETAIL PROPRIETARY LIMITED IN RESPECT OF THE LETTING ENTERPRISE KNOWN AS BRYANSTON SHOPPING CENTRE

COMMISSION CASE NUMBER: 2024JUL0008

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1. **DEFINITIONS**

In this document, the expressions used below will have the appropriate meaning assigned to them and the following and related expressions will bear the following meaning:

1.1 "**Approval Date**" means the date on which the Merger is approved by the Commission in terms of the Competition Act;

1.2 **"Acquiring Firm"** means Cosmo SISI Properties Proprietary Limited;

1.3 **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;

1.4 **"Commission Rules"** means the Rules for the Conduct of Proceedings in the Commission;

1.5 **"Competition Act"** means the Competition Act, No. 89 of 1998, as amended;

1.6 **"Conditions"** means the conditions in this **Annexure A**;

1.7 **"Days"** means any day that is not a Saturday, Sunday or public holiday in South Africa;

1.8 **"HDP/s"** means historically disadvantaged person/s as contemplated in section 3(2) of the Competition Act;

1.9 **"HDP-owned"** means owned as to, at least, 50% plus 1 share by HDP(s);

1.10 **"HDP Service Providers"** means service providers which are HDP-Owned;

1.11 **"Implementation Date"** means the date of registration of transfer of the Target Property into the name of the Acquiring Firm;

1.12 **"Merger"** means the acquisition of control by the Acquiring Firm of the Target Property from the Seller as notified to the Commission under Commission case number 2024Jul0008;

1.13 **"Merging Parties"** means collectively the Acquiring Firm and the Target Property;

1.14 **"Seller"** means Redefine Retail Proprietary Limited;

1.15 "**South Africa**" means the Republic of South Africa;

1.16 **"Target Property"** means the letting enterprise known as Bryanston Shopping Centre situated at 15 Ballyclare Drive, Bryanston, Johannesburg, Gauteng;

1.17 "**Tribunal**" means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act; and

1.18 **"Tribunal Rules"** mean the Rules for the Conduct of Proceedings in the Tribunal.

2. PROCUREMENT CONDITIONS

2.1 The Acquiring Firm undertakes to procure cleaning and security services for the Target Property, from HDP-Owned Service Providers for a period of 3 (three) years after the Implementation Date.

3. MONITORING

3.1 The Merging Parties shall inform the Commission in writing of the Implementation Date within 5 (five) Days of its occurrence.

3.2 For the duration of the Conditions, the Acquiring Firm shall, on each anniversary of the Implementation Date, provide the Commission with an affidavit attested to by a senior official of the Acquiring Firm, confirming its compliance with the Conditions.

3.3 The Commission may request additional information from the Merging Parties, which the Commission may reasonably deem necessary for the purposes of monitoring the extent of compliance with these Conditions.

4. **VARIATION OF CONDITIONS**

4.1 The Merging Parties may at any time, on good cause shown, apply to the Commission for the Conditions to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the variation of the Conditions, the Merging Parties shall apply to the Tribunal, on good cause shown and on notice to the Commission, for the Conditions to be waived, relaxed, modified and/or substituted.

5. **APPARENT BREACH**

5.1 Should the Commission determine or receive any complaint in relation to non-compliance with the above Conditions and pursuant thereto determine that there has been an apparent breach by the Merging Parties of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Commission Rules read together with Rule 37 of the Tribunal Rules.

6. **GENERAL**

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

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

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 5671 **13 December 2024**

COMPETITION COMMISSION

NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:

DICEROS GROUP PROPRIETARY LIMITED

AND

NDAWONYE PROPS 1003 (RF) PROPRIETARY LIMITED IN RESPECT OF THE LETTING ENTERPRISE KNOWN AS BLUFF HILLSIDE SHOPPING CENTRE

CASE NUMBER: 2024JUL0009

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

1. On 05 July 2024, the Competition Commission (the "Commission") received a notice of an intermediate merger whereby Diceros Group Proprietary Limited ("Diceros") intends to acquire the letting enterprise known as Bluff Hillside Shopping Centre (the "Target Property") from Ndawonye Props 1003 (RF) Proprietary Limited ("Ndawonye"). Post implementation of the proposed transaction, Diceros will wholly own and control the Target Property.

Parties and activities

2. The primary acquiring firm, Diceros, is **[CONFIDENTIAL]**% controlled by the Big Apple Trust. The trustee of the Big Apple Trust is Panayiotis Alexander Michaletos ("Mr Michaletos").

3. The Big Apple Trust wholly owns other numerous entities, including Aristonas Proprietary Limited, The Guild Property Fund Proprietary Limited and Zeus Property Company Proprietary Limited, amongst others.

4. Mr Michaletos wholly owns **[CONFIDENTIAL]**. In addition, Mr Michaletos is also a trustee of The Panayiotes and Artemis Michaletos Family Trust ("P & A Trust"). The

other trustees of the P & A Trust are Artemis Michaletos and David Frank Avery. The P & A Trust directly and indirectly wholly owns numerous entities, including Poseidon Property Investments Proprietary Limited, Meondo Trading 445 Close Corporation and Grand Palace Trading 121 Proprietary Limited, amongst others.

5. Artemis Michaletos is also a trustee of the Milan Trust. The Milan Trust wholly owns numerous entities including Nikao Properties Proprietary Limited, Skorpios Investments Proprietary Limited and Galipoli Properties Proprietary Limited, amongst others.

6. Diceros does not control any firms. Diceros, the entities controlling Diceros, and the firms controlled by its controlling entities are collectively referred to as the "Acquiring Group".

7. Diceros does not have any shareholding by historically disadvantaged persons ("HDPs) as contemplated by section 3(2) of the Competition Act No. 89 of 1998 (as amended) (the "Act").

8. The primary acquiring firm, Diceros, is a newly formed company that does not currently conduct any activities.

9. The firms falling within the Acquiring Group are involved in property letting activities. The Acquiring Group's retail property portfolio comprises of stand-alone retail units, neighbourhood centres, a minor regional centre, a small freestanding centre, a value centre, a community centre and a local convenience centre. The retail properties owned by the Acquiring Group are located in the Mpumalanga, North West, Gauteng and Western Cape provinces.

10. The Target Property is a community centre which is situated at 201 Tara Road, Bluff, Durban, KwaZulu-Natal and comprises **[CONFIDENTIAL]**m^2 of retail space. The Target Property is wholly owned by Ndawonye. The Target Property does not control any firms.

11. The Target Property does not have any shareholding by HDPs.

Competition Assessment

12. The Commission found that the proposed transaction is unlikely to result in any substantial prevention or lessening of competition in any relevant market.

Public Interest considerations

13. To address public interest concerns, the parties have tendered the commitments set out in **Annexure A**.

14. The Commission therefore conditionally approves the proposed transaction.

ANNEXURE A

DICEROS GROUP PROPRIETARY LIMITED

AND

NDAWONYE PROPS 1003 (RF) PROPRIETARY LIMITED IN RESPECT OF THE LETTING ENTERPRISE KNOWN AS BLUFF HILLSIDE SHOPPING CENTRE

CASE NUMBER: 2024JUL0009

1. **DEFINITIONS**

In this document, the expressions used below will have the appropriate meaning assigned to them and the following and related expressions will bear the following meaning:

1.1 "**Approval Date**" means the date on which the Merger is approved by the Commission in terms of the Competition Act;

1.2 "**Acquiring Firm**" means Diceros Group Proprietary Limited;

1.3 "**Commission**" means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;

1.4 "**Commission Rules**" means the Rules for the Conduct of Proceedings in the Commission;

1.5 "**Competition Act**" means the Competition Act, No. 89 of 1998, as amended;

1.6 "**Conditions**" means the conditions in this **Annexure A**;

1.7 "**Days**" means any day that is not a Saturday, Sunday or public holiday in South Africa;

1.8 **"HDP/s**" means historically disadvantaged person/s as contemplated in section 3(2) of the Competition Act;

1.9 **"HDP-owned"** means owned as to, at least, 50% plus 1 share by HDP(s);

1.10 **"HDP Service Providers**" means service providers which are HDP-Owned;

1.11 "**Implementation Date**" means the date of registration of transfer of the Target Property into the name of the Acquiring Firm;

1.12 "**LRA**" means the Labour Relations Act, No. 66 of 1995 (as amended);

1.13 "**Merger**" means the acquisition of control by the Acquiring Firm of the Target Property from the Seller as notified to the Commission under Commission case number 2024July0009;

1.14 "**Merging Parties**" means collectively the Acquiring Firm and the Target Property;

1.15 "**Seller**" means Ndawonye Props 1003 (RF) Proprietary Limited;

1.16 "**South Africa**" means the Republic of South Africa;

1.17 "**Stavrides Investments**" means Stavrides Investments Proprietary Limited, a company **[CONFIDENTIAL]** that currently manages the Target Property and has 4 employees that are dedicated to the Target Property;

1.18 "**Target Property**" means the letting enterprise known as Bluff Hillside Shopping Centre situated at 201 Tara Road, Bluff, Durban, KwaZulu-Natal;

1.19 "**Tribunal**" means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act; and

1.20 **"Tribunal Rules"** mean the Rules for the Conduct of Proceedings in the Tribunal.

2. EMPLOYMENT CONDITIONS

2.1 Post-merger, all employees of Stavrides Investments shall be transferred to the Acquiring Firm on substantially the same terms and conditions in accordance with section 197 of the LRA.

3. PROCUREMENT CONDITIONS

3.1 The Acquiring Firm shall continue procuring cleaning and security services for the Target Property, from HDP-Owned Service Providers for a period of 3 (three) years after the Implementation Date.

4. MONITORING

4.1 The Merging Parties shall inform the Commission in writing of the Implementation Date within 5 (five) Days of its occurrence.

4.2 For the duration of the Conditions, the Acquiring Firm shall, on each anniversary of the Implementation Date, provide the Commission with an affidavit attested to by a senior official of the Acquiring Firm, confirming its compliance with the Conditions.

4.3 The Commission may request additional information from the Merging Parties, which the Commission may reasonably deem necessary for the purposes of monitoring the extent of compliance with these Conditions.

5. **VARIATION OF CONDITIONS**

5.1 The Merging Parties may at any time, on good cause shown, apply to the Commission for the Conditions to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the variation of the Conditions, the Merging Parties shall apply to the Tribunal, on good cause shown and on notice to the Commission, for the Conditions to be waived, relaxed, modified and/or substituted.

6. **APPARENT BREACH**

6.1 Should the Commission determine or receive any complaint in relation to non-compliance with the above Conditions and pursuant thereto determine, that there has been an apparent breach by the Merging Parties of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Commission Rules read together with Rule 37 of the Tribunal Rules.

7. **GENERAL**

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

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

GENERAL NOTICES • ALGEMENE KENNISGEWINGS

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NOTICE 2895 OF 2024

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

Notice is hereby given in terms of Section 11 (1) of the Restitution of Land Rights Act, 1994 (Act No. 22 of 1994) that a claim for the restitution of land rights on the following properties have been lodged with the Regional Land Claims Commissioner: KwaZulu-Natal and that the Commission on Restitution of Land Rights will further investigate the claim in terms of provisions of the Act in due course:

Property	:	**A portion of Portion 0 (Remaining Extent) of the farm Rietvlei No. 150**
Magisterial District	:	**Vryheid**
Administrative District:	:	**KwaZulu-Natal**
Current Title Deed No.	:	**GVR271/1885**
Current Owner	:	**Emmet William Ayliff Cheere**
Bonds & Restrictive Conditions (Interdicts)	:	**None**
Claimant	:	**Meshack Sangweni**
Date claim lodged	:	**31 December 1998**
Reference number	:	**KRN6/2/2/E/50/0/0/232**

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

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

Any comments and information should be submitted to:

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

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

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

LEBJANE MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER: KWAZULU NATAL
DATE:

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AMENDMENT NOTICE

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

Amending Notice 887 of 2022 published in *Government Gazette* No. 46059 on 18 March 2022 in respect of Muziwandile Richard Mkhize, under Reference No. **KRN6/2/2/E/16/0/0/37** to:

REPLACE

Property	:	**Remainder of the farm Lot AS No. 8017**
Extent of property	:	**103, 5592 ha**
Magisterial District	:	**Ixopo**
Administrative District	:	**KwaZulu-Natal**
Current Title Deed No.	:	**T1140/1940**
Current Owner	:	**Ingonyama Trust-Trustees**
Bonds & Restrictive Conditions (Interdicts)	:	**VA1704/1999**
Claimant	:	**Muziwandile Richard Mkhize on behalf of the direct descendants of Luphono kaManenza Mkhize**
Date claim lodged	:	**7 October 1998**
Reference number	:	**KRN6/2/2/E/16/0/0/37**

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WITH

Property	:	**Portion 1of the farm Lot AS No. 8017**
Extent of property	:	**56, 6561 hectares**
Magisterial District	:	**Ixopo**
Administrative District	:	**KwaZulu-Natal**
Current Title Deed No.	:	**T1840/1940**
Current Owner	:	**Ingonyama Trust-Trustees**
Bonds & Restrictive Conditions (Interdicts)	:	**VA1705/1999**
Claimant	:	**Muziwandile Richard Mkhize on behalf of the direct descendants of Luphono kaManenza Mkhize**
Date claim lodged	:	**1 October 1998**
Reference number	:	**KRN6/2/2/E/16/0/0/37**

LEBJANE MAPHUTHA
REGIONAL LAND CLAIMS COMMISISONER: KWAZULU NATAL
DATE:

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

Notice is hereby given in terms of Section 11 (1) of the Restitution of Land Rights Act, 1994 (Act No. 22 of 1994) that a claim for the restitution of land rights on the following properties have been lodged with the Regional Land Claims Commissioner: KwaZulu-Natal and that the Commission on Restitution of Land Rights will further investigate the claim in terms of provisions of the Act in due course:

Property	:	**see attached schedule**
Extent of property	:	**see attached schedule**
Magisterial District	:	**Mthonjaneni**
Administrative District	:	**KwaZulu-Natal**
Current Title Deed No.	:	**see attached schedule**
Current Owner	:	**see attached schedule**
Bonds & Restrictive Conditions (Interdicts)	:	**see attached schedule**
Claimant	:	**Daniel Magwaza on behalf of the KwaMagwaza Mission Community**
Date claim lodged	:	**31 December 1995**
Reference number	:	**KRN6/2/2/E/27/0/0/13**

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

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

Any comments and information should be submitted to:

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

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

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

LEBJANE MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER: KWAZULU NATAL
DATE:

SCHEDULE

NO.	PROPERTY DESCRIPTION	EXTENT	CURRENT TITLE DEED NO.	CURRENT OWNER	BONDS & RESTRICTIVE CONDITIONS (INTERDICTS)
1	Portion 0 (Remaining Extent) of the farm KwaMagwaza Mission Station No. 6115	8000000 dum	G6115/1889	Zululand Diocesan Trusts' Board-Trustees	I-2066/2006LG VA1092/2009 VA581/189-46/1889T VA731/2015
2	Portion 2 of the farm KwaMagwaza Mission Station No. 6115	38774 ha	T10488/2009	Provincial Government of KwaZulu Natal	None
3	Portion 3 of the farm KwaMagwaza Mission Station No. 6115	30760 ha	T10488/2009	Provincial Government of KwaZulu Natal	None
4	Portion 4 of the farm KwaMagwaza Mission Station No. 6115	91970 ha	T5959/2015 T5960/2015	Provincial Government of KwaZulu Natal	None

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DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NOTICE 2898 2024

AMENDMENT NOTICE

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

Amending Notice 297 of 2019 published in *Government Gazette* No. 42496 on 31 May 2019 in respect of the Dube-Hlekwayo Family, under Reference No. **KRN6/2/2/E/21/0/42** to:

1. EXCLUDE PROPERTIES IN SCHEDULE BELOW

NO.	PROPERTY DESCRIPTION	EXTENT
1	Remainder of Erf 8394, Empangeni	0, 5010 ha
2	Portion 1 of Erf 8394, Empangeni	3, 2788 ha
3	Portion 0 of Erf 8393, Empangeni	4, 3845 ha
4	Portion 0 of Erf 8392, Empangeni	0, 7761 ha
5	Portion 0 of Erf 8391, Empangeni	0, 4961 ha
6	A portion of the Remainder of Erf 8906, Empangeni	26, 1818 ha
7	Portion 0 of Erf 14261, Empangeni	0, 9047 ha
8	Portion 0 of Erf 14267, Empangeni	0, 1202 ha
9	Portion 0 of Erf 14279, Empangeni	0, 6195 ha
10	Portion 0 of Erf 14283, Empangeni	0, 2509 ha
11	Portion 0 of Erf 14235, Empangeni	0, 5314 ha
12	Portion 0 of Erf 14244, Empangeni	0, 4518 ha
13	Portion 0 of Erf 14192, Empangeni	0, 0742 ha
14	Portion 0 of Erf 14194, Empangeni	0, 0244 ha
15	Portion 0 of Erf 14195, Empangeni	0, 0268 ha
16	Portion 0 of Erf 14196, Empangeni	0, 0253 ha
17	Portion 0 of Erf 14197, Empangeni	0, 0290 ha
18	Portion 0 of Erf 14198, Empangeni	0, 0597 ha
19	Portion 0 of Erf 141200, Empangeni	0, 2743 ha
20	Portion 0 of Erf 141211, Empangeni	0, 2705 ha
21	Portion 0 of Erf 141224, Empangeni	0, 0964 ha
22	Portion 0 of Erf 1421222, Empangeni	0, 1809 ha
23	Portion 0 of Erf 141251, Empangeni	0, 2117 ha
24	Portion 0 of Erf 141253, Empangeni	0, 0700 ha
25	Portion 0 of Erf 141256, Empangeni	0, 1372 ha
26	Portion 0 of Erf 141259, Empangeni	0, 0342 ha
27	Portion 0 of Erf 141260, Empangeni	0, 0244 ha
28	Portion 0 of Erf 141285, Empangeni	0, 0035 ha
29	A portion of Portion 0 of Erf 15665, Richards Bay	48, 4044 ha

2. INCLUDE PROPERTIES IN SCHEDULE BELOW

NO.	PROPERTY DESCRIPTION	EXTENT	CURRENT TITLE DEED NO.	CURRENT OWNER	BONDS & RESTRICTIVE CONDITIONS (INTERDICTS)
1	Erf 11460 Richards Bay	Not Registered			
2	Erf 11446 Richards Bay	Not Registered			
3	Portion 0 (Remaining Extent) of Erf 11445 Richards Bay	196, 6169 ha	T11608/1983	Guzulu (Pty) Ltd	None
4	Portion 0 (Remaining Extent) of Erf 11444 Richards Bay	69, 0904 ha	T11608/1983	Guzulu (Pty) Ltd	K1166/1986S K13/1998S K14/1998S K1746/2002S K6/1999S K1003/1994S
5	Portion 0 (Remaining Extent) of Erf 11427 Richards Bay	162, 2603 ha	T13888/1987	Mondi Limited	None
6	Portion 0 of Erf 8393 Empangeni Ext 34	1, 3845 ha	T5637/2008	Bhekinkosi Anderson Sithole	None
7	Portion 0 of Erf 295 Empangeni	8, 4077 ha	T7665/1960	Umhlathuze Municipality	None
8	Erf 1 Waterstone	Not Registered			

LEBJANE MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER: KWAZULU NATAL
DATE:

This gazette is also available free online at www.gpwonline.co.za

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NOTICE 2899 OF 2024

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

Notice is hereby given in terms of Section 11 (1) of the Restitution of Land Rights Act, 1994 (Act No. 22 of 1994) that a claim for the restitution of land rights on the following properties have been lodged with the Regional Land Claims Commissioner: KwaZulu-Natal and that the Commission on Restitution of Land Rights will further investigate the claim in terms of provisions of the Act in due course:

Property	:	**1. Subdivision B of Lot 11 of the farm New Guelderland No. 1404** **2. Subdivision E of Lot 11 of the farm New Guelderland No. 1404**
Extent of property	:	**1. 10, 6706 hectares** **2. 10, 6706 hectares**
Magisterial District	:	**Lower Tugela**
Administrative District	:	**KwaZulu-Natal**
Claimant	:	**Glory Assiena Champion on behalf of the Champion Family**
Date claim lodged	:	**31 December 1995**
Reference number	:	**KRN6/2/2/E/20/0/0/42**

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

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

Any comments and information should be submitted to:

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

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

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

LEBJANE MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER: KWAZULU NATAL
DATE:

2. INCLUDE PROPERTIES IN SCHEDULE BELOW

NO.	PROPERTY DESCRIPTION	EXTENT	CURRENT TITLE DEED NO.	CURRENT OWNER	BONDS & RESTRICTIVE CONDITIONS (INTERDICTS)
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5	Portion 0 (Remaining Extent) of Erf 11427 Richards Bay	162, 2603 ha	T13888/1987	Mondi Limited	None
6	Portion 0 of Erf 8393 Empangeni Ext 34	1, 3845 ha	T5637/2008	Bhekinkosi Anderson Sithole	None
7	Portion 0 of Erf 295 Empangeni	8, 4077 ha	T7665/1960	Umhlathuze Municipality	None
8	Erf 1 Waterstone	Not Registered			

LEBJANE MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER: KWAZULU NATAL
DATE:

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NON-GOVERNMENTAL ORGANIZATION

NOTICE 2900 OF 2024

Public Notice Draft

Notification in the Government Gazette

Application for derogation for the restricted use of an agricultural remedy identified as a substance of concern.

This notice is to inform the public of an administrative action being taken in relation to the approval of an agricultural remedy under the Fertilizer, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act No. 36 of 1947). AECI® Limited, with registration details below, hereby inform the public of their intention to submit an application for derogation for the registered agricultural remedy containing Glufosinate-ammonium 200 g/L .

REGISTRATION HOLDER	Trade name and registration number	Website
AECI® Limited Co. Reg. No. 1924/002590/06	Knersus 200 SL (Reg. No. L10631, Act No. 36 of 1947)	www.aeciph.com

The active ingredient, Glufosinate-ammonium was identified as a substance of concern due to its classification as a Reproductive Toxicity Category 1B according to the Globally Harmonized System of Classification and Labelling of Chemicals; for the following uses in South Africa:

> To control weeds in Vineyards, Citrus, Pome fruit, Stone fruit, Subtropical fruit, Tree nuts, Sugarcane and unplanted or industrial land as a ground application as specified in the Risk Assessment.
>
> The Risk Assessment has been conducted for Knersus 200 SL, wherein the review proposed the following "Warnings" be added to the Knersus 200 SL label, if the derogation is granted to ensure maximum safety during the use of Knersus 200 SL:

- Knersus 200 SL not for sale to or use by residential gardeners.
- Mixing of the treatment solution in accordance with the "mixing instructions" on the Knersus 200 SL label.
- Personal protection instructions on the Safety Data Sheet must be followed, including washing hands, forearms and face thoroughly after handling Knersus 200 SL.

- The baseline Personal Protective Equipment (PPE) must be worn when applying Knersus 200 SL, including single layered clothing covering the arms and legs, closed shoes and chemical-resistant gloves as well as eye protection, viz., safety goggles.
- **RESTRICTED-ENTRY INTERVAL (REI)**
  The recommended 1-day post application for all activities, with the exception of:
  2-days to move irrigation pipes in irrigated crops.

As per the requirements of the "Regulations relating to agricultural remedies" of August 2023, the Risk Assessment has been conducted for the proposed end-uses and the public is hereby invited to review the Risk Assessment and submit comments in relation to the proposed application. This report can be accessed online available through our www.aeciph.com website or in hard copy at the Department of Agriculture, Land Reform and Rural Development (20 Steve Biko Street, Agriculture Building, Arcadia, Pretoria, 0002) during office hours (08:00 to 16:00 on Mondays to Fridays, excluding public holidays). Interested parties must submit comments or objections in connection with the proposed application in writing to:

Mr. Maluta Mudzunga

The Registrar: Fertilizer, Farm Feeds, Agricultural Remedies and Stock Remedies, 1947 (Act no. 36 of 1947) Department of Agriculture, Land Reform and Rural Development Private Bag X343, Pretoria, 0001

30 Hamilton Street, Harvest House Building, Office 417, Arcadia, Pretoria, 0002

Tel No: 012 319 6530

Email to MalutaM@dalrrd.gov.za

Interested parties must submit comments or objections in relation to this application within 30 days of the publication of this notice. Comments received after this date need not be considered.

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NOTICE 2901 OF 2024

INTERNATIONAL TRADE ADMINISTRATION COMMISSION

CUSTOMS TARIFF APPLICATIONS

LIST 08/2024

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

CONFIDENTIAL INFORMATION

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

- *Each instance where confidential information has been omitted and the reasons for confidentiality;*
- *A summary of the confidential information which permits other interested parties a reasonable understanding of the substance of the confidential information; and*
- *In exceptional cases, where information is not susceptible to summary, reasons must be submitted to this effect.*

This rule applies to all parties and to all correspondence with and submissions to the Commission, which unless clearly indicated to be confidential, will be made available to other interested parties.

The Commission will disregard any information indicated to be confidential that is not accompanied by a proper non-confidential summary or the aforementioned reasons.
If a party considers that any document of another party, on which that party is submitting representations, does not comply with the above rules and that such deficiency affects that party's ability to make meaningful representations, the details of the deficiency and the reasons why that party's rights are so affected must be submitted to the commission in writing forthwith (and at the latest 14 days prior to the date on which that party's submission is due).
Failure to do so timeously will seriously hamper the proper administration of the investigation, and such party will not be able to subsequently claim an inability to make meaningful representations on the basis of the failure of such other party to meet the requirements.

APPLICATION FOR THE CREATION OF A TEMPORARY REBATE FACILITY ON:

"Profiles, of aluminium-copper-magnesium-zinc alloys, of a maximum cross-sectional dimension of 320mm or more but not exceeding 340mm, having a copper content of less than 0,1%, a magnesium content of less than 1% and a zinc content of less than 0.1%, with a yield strength of 220mpa or more but not exceeding 240mpa, classifiable under tariff subheading 7604.29".

APPLICANT:
GRW Engineering (Pty) Ltd
20 Abattoir Road
WORCESTER
6850

Enquiries: ITAC Ref: **13/2024**. Ms. Diphetogo Rathete/ Ms. Marhandza Rikhotso. Tel: 012 394 3683/3816 or drathete@itac.org.za/mrikhotso@itac.org.za.

As reasons for the application, the applicant cited, amongst others, the following:

- The specifications of the extruded profiles are beyond what the local industry can currently produce;
- While there are existing temporary rebate facilities under 76.04, the specifications do not precisely align with the applicant's product needs;
- The manufacturing of this product comes with a major capital investment and contributes to skills development in the country; and
- The import duty unnecessarily raises the cost of the finished product, the fuel tankers.

PUBLICATION PERIOD:
Representations should be made within **four (4) weeks** of the date of this notice.

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NOTICE 2902 OF 2024

COMPETITION TRIBUNAL
NOTIFICATION OF DECISION TO APPROVE MERGER

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

Case No.	Acquiring Firm	Target Firm	Date of Order	Decision
LM064Jul24	Bidvest Branded Products Holdings (Pty) Ltd	Buena Vista Trading 82 (Pty) Ltd T/A Spec System	08/11/2024	Approved
LM110Oct24	Newco (Pty) Ltd	Molware,Urban Ridge East, Urban Ridge South and Urban Ridge West	25/11/2024	Approved
LM104Oct24	Grindrod Mauritius	Terminal De Carvao Da Matola Limitada	26/11/2024	Approved
LM114Oct24	FPG Holdings (Pty) Ltd	Shoprite Checkers (Pty) Ltd	26/11/2024	Approved

The Chairperson Competition Tribunal

BOARD NOTICE 701 OF 2024

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

RULES RELATING TO CONTINUING EDUCATION AND TRAINING FOR REGISTERED HEALTH PRACTITIONERS: AMENDMENT

The Health Professions Council of South Africa has, under section 26 of the Health Professions Act, 1974 (Act No. 56 0f 1974), made the rules in the schedule.

SCHEDULE

Definitions

1. In these rules **"the Rules"** means the Rules relating to Continuing Education and Training for registered health practitioners, published under Board Notice No. 29 in *Government Gazette No.* 29716 of 23 March 2007 and as amended by the Board Notice No. 93 in *Government Gazette No.* 30253 of 07 September 2007, and any word or expression to which a meaning has been assigned in the rules shall have that meaning, unless the context otherwise indicates; and
"Board" means the relevant professional board established in terms of section 15 of the Act.

Amendment of Rule 1 of the rules

2. Rule 1 of the rules is hereby amended by the substitution, for the **"continuing professional development committee",** of the following committee:

> **""committee"** means a committee established by council in terms of section 10(1) of the Act to, *inter alia*, develop policy proposals for continuing professional development, and to monitor the implementation and compliance with the continuing professional development policy and these Rules;"

Substitution of Rule 3 of the rules

3. The following rule is hereby substituted for rule 3 of the rules –

"3. A person who, after 1 January 2007, registers for the first time in terms of the Act as a practitioner in any category of independent practice, or public service, and supervised practice shall be required to comply with the conditions of continuing professional development laid down in these Rules, which shall be a prerequisite for such practitioner to retain his or her registration in terms of the Act: Provided that a person who is registered for the first time after 1 January of any year, shall be required to comply with these requirements during the first year of his or her registration."

Substitution of Rule 4 of the rules

4. The following rule is hereby substituted for rule 4 of the rules –

"4. For the purpose of complying with the requirements of continuing professional development –

(1) a practitioner must accumulate continuing education units referred to in the Table below, and over a period of twelve months.

(2) continuing education units accumulated shall be valid for a period of twelve months from the date of accumulation; and

Insertion of the Table

5. The rules are hereby amended by the insertion, after rule 10, of the following Table:

"**TABLE**

The number of continuing education units to be accumulated over a period of twelve months and in terms of rule 4(1) of the rules are stipulated per profession below:

Abbreviation	Register	Minimum number of TOTAL CEUs per year	Minimum CEUs for Ethics, Human Rights or Health Law
DENTAL THERAPY AND ORAL HYGIENE			
DA	Dental Assistant	15	2
TT	Dental Therapist	30	5
OH	Oral Hygienist	30	5
DIETETICS AND NUTRITION			
DT	Dietitian	30	5
SDT	Supplementary Dietitian	15	2
NT	Nutritionist	30	5
SNT	Supplementary Nutritionist	15	2
EMERGENCY CARE PRACTITIONERS			
ANA	Ambulance Emergency Assistant	30	5
ANT	Paramedic	30	5
BAA	Basic Ambulance Assistant	15	2
ECA	Emergency Care Assistant	15	2
ECT	Emergency Care Technician	30	5
ECP	Emergency Care Practitioner	30	5
OECO	Operational Emergency Care Orderly	30	5
ENVIRONMENTAL HEALTH			
HI	Environmental Health Practitioner	30	5
HIA	Environmental Health Assistant	15	2

Abbreviation	Register	Minimum number of TOTAL CEUs per year	Minimum CEUs for Ethics, Human Rights or Health Law
FI	Food Inspector	15	2
MEDICAL, DENTISTRY AND MEDICAL SCIENCE			
AN	Anaesthetist Assistant	15	2
BE	Biomedical Engineer	30	5
CA	Clinical Associate	30	5
DP	Dentist	30	5
GC/GR	Genetic Counsellor	30	5
HA	Health Assistant	15	2
KB	Clinical Biochemist	30	5
MP	Medical Practitioner	30	5
MS	Medical Scientist	30	5
MW	Medical Biological Scientist	30	5
SMW	Supplementary Medical Scientist	30	5
PH	Medical Physicist	30	5
MEDICAL TECHNOLOGY			
MLS	Medical Laboratory Scientist	30	5
MT	Medical Technologist	30	5
GT	Medical Technician	15	2
SGT	Supplementary Medical Technician	15	2
LA	Laboratory Assistant	10	1
SLA	Supplementary Laboratory Assistant	10	1
OCCUPATIONAL THERAPY, MEDICAL ORTHOTICS AND PROSTHETICS AND ARTS THERAPY			
AT	Arts Therapist	30	5
AOS	Assistant Medical Orthotist, Prosthetist & Leatherworker	15	2
OSA	Orthopaedic Technical Assistant	15	2

Abbreviation	Register	Minimum number of TOTAL CEUs per year	Minimum CEUs for Ethics, Human Rights or Health Law
OTB	Occupational Therapy Assistant	15	2
OTT	Occupational Therapy Technician	15	2
OB	Orthopaedic Footwear Technician	15	2
OS	Medical Orthotist and Prosthetist	30	5
SOS	Supplementary Medical Orthotist Prosthetist	15	2
OT	Occupational Therapist	30	5
SOT	Supplementary Occupational Therapist	15	2
OPTOMETRY AND DISPENSING OPTICIANS			
OD	Dispensing Optician	30	5
SOD	Supplementary Dispensing Optician	15	2
OP	Optometrist	30	5
SOP	Supplementary Optometrist	15	2
OR	Orthoptist	15	2
PHYSIOTHERAPY, PODIATRY AND BIOKINETICS			
BK	Biokineticist	30	5
CH	Podiatrist	30	5
MA	Masseurs	15	2
PT	Physiotherapist	30	5
PTA	Physiotherapy Assistants	15	2
PTT	Physiotherapy Technicians	15	2
RM	Remedial Gymnast	15	2
SCH	Supplementary Podiatrist	15	2
SPT	Supplementary Physiotherapist	15	2
PSYCHOLOGY:			
PM	Psychotechnician	15	2
PMT	Psychometrist	30	5

Abbreviation	Register	Minimum number of TOTAL CEUs per year	Minimum CEUs for Ethics, Human Rights or Health Law
PRC	Registered Counsellor	30	5
PS	Psychologist	30	5
RADIOGRAPHY AND CLINICAL TECHNOLOGY			
DR	Radiographer	30	5
EE	Electro-Encephalographic Technician	15	2
KT	Clinical Technologist	30	5
KTA	Assistant Clinical Technologist	15	2
KTG	Graduate Clinical Technologist	30	5
RLT	Radiation Laboratory Technologist	15	2
RSDR	Restricted Supplementary Diagnostic Radiographer	15	2
SEE	Supplementary Electro-Encephalographic Technician	15	2
SDR	Supplementary Diagnostic Radiographer	15	2
SKT	Supplementary Clinical Technologist	15	2
SRLT	Supplementary Radiation Laboratory Technologist	15	2
SPEECH, LANGUAGE AND HEARING PROFESSIONS			
AM	Audiometrician	15	2
AU	Audiologist	30	5
GAK	Hearing Aid Acoustician	30	5
SAU	Supplementary Audiologist	15	2
SGAK	Supplementary Hearing Aid Acoustician	15	2
SGG	Community Speech and Hearing Worker	30	5
SGK	Speech and Hearing Correctionist	30	5
SHA	Speech and Hearing Assistant	15	2

Abbreviation	Register	Minimum number of TOTAL CEUs per year	Minimum CEUs for Ethics, Human Rights or Health Law
ST	Speech Therapist	30	5
SSTA	Supplementary Speech Therapist and Audiologist	15	2
STA	Speech Therapist and Audiologist	30	5
STB	Speech Therapy Assistant	15	2

The prescribed CEUs must be accumulated by way of different educational, training or developmental activities accredited by the council in any of the following levels of activities—

(1) level one activities with non-measurable outcomes;

(2) level two activities with measurable outcomes; and

(3) level three activities with assessment of formally structured learning programmes.

6. Practitioners may obtain their CEUs within their own discipline, speciality or subspeciality or within another relevant discipline, speciality or subspeciality.

7. Deferment of compliance with the requirements of continuing professional development for any specific period may be granted to individual practitioners by the Board on application and submission of adequate reasons for such request and subject to such conditions as the committee may determine.

8. A practitioner registered to perform community service in terms of the provisions of section 24A of the Act, registered as a registrar or performing internship training is not required to comply with the requirements relating to continuing professional development whilst being so registered.

Signed by:Magome Albanos Masike
Signed at:2024-11-13 15:13:27 +02:00
Reason:Witnessing Magome Albanos Ma



DR. MAGOME A MASIKE

REGISTRAR

BOARD NOTICE 702 OF 2024



THE INDEPENDENT REGULATORY BOARD FOR AUDITORS – LANGUAGE POLICY

In accordance with the Use of Official Languages Act 12 of 2012, the Independent Regulatory Board for Auditors hereby publishes its revised Language Policy effective as of 1 November 2024.

For further information, enquiries should be directed to:

Ms J Levendal

Board Secretary

Independent Regulatory Board for Auditors

Email: jlevendal@irba.co.za

Imre Nagy

Chief Executive Officer

INTEGRITY I PUBLIC INTEREST I AUDIT QUALITY

LANGUAGE POLICY

Document Ref.	5
Version No.	4
Custodian	Director: Operations
Approved by	Operations Committee
Date of Approval	29 October 2024
Effective Date	1 November 2024

1. PURPOSE

South Africa is a multilingual country and Section 6 of the Constitution of the Republic of South Africa, 1996 (Act No. 108 of 1996) grants official language status to 12 languages, namely, Sepedi, Sesotho, Setswana, siSwati, Tshivenda, Xitsonga, Afrikaans, English, isiNdebele, isiXhosa, isiZulu and South African Sign Language.

The Official Languages Act 12 of 2012 (the Act) applies to, among others, all national public entities, including the Independent Regulatory Board for Auditors (IRBA), which is listed as such in Part A of Schedule 3 of the Public Finance Management Act No.1 of 1999. This policy has therefore been developed in compliance with the provisions of the Act. There is an increased need to intensify efforts to develop the previously marginalised indigenous languages and promote multilingualism. As such, the Act places an obligation on the IRBA, as a national public entity, to take practical and positive measures to elevate the status and advance the use of indigenous languages in accordance with Section 6(2) of the Constitution.

South African legislation requires that every national public entity must adopt a language policy regarding the use of official languages for government purposes. The Use of Official Language Act 12 of 2012 (the Act) regulates and monitors the use of official languages by national government for government purposes.

Section 4(2) of the Act provides that a policy adopted must:

a) Comply with the provisions of section 6(3)(a) of the Constitution;
b) Identify at least three official languages that the national department, national public entity or national public enterprise will use for government purposes;
c) Stipulate how official languages will be used, among other things, in effectively communicating with the public, official notices, government publications and inter- and intra-government communications;
d) Describe how the national department, national public entity or national public enterprise will effectively communicate with members of the public whose language of choice is:
    i. not an official language contemplated in paragraph (b); or
    ii. South African sign language.
e) Describe how members of the public can access the language policy;
f) Provide a complaints mechanism to enable members of the public to lodge complaints regarding the use of official languages by a national department, national public entity or national public enterprise;

Consequently, the purpose of this policy is to outline how the IRBA will comply with the Act through the implementation and use of official languages.

2. SCOPE

This policy applies to all IRBA employees.

3. LEGISLATIVE REQUIREMENTS

a) The Constitution of the Republic of South Africa, 1996;
b) The Use of Official Languages Act 12 of 2012;
c) Auditing Profession Act 26 of 2005;
d) Promotion of Administrative Justice Act 3 of 2000;
e) Regulations in terms of Section 13 of the Use of Official Languages Act 12 of 2012;
f) Promotion of Access to Information Act 2 of 2000; and
g) Public Finance Management Act 1 of 1999.

4. DEFINITIONS

CEO	Chief Executive Officer.
Director	A head of a department at the IRBA.
Employee	All employees, including the CEO and directors.
Constitution	The Constitution of the Republic of South Africa, 1996.
NDAC	The National Department of Arts and Culture.
Minister	The Minister responsible for language matters.
Multilingualism	The use of several or all official languages.
National public entity	A national public entity defined in Section 1 of the Public Finance Management Act and listed in Schedules 2 and 3 of that Act.
Official language	Any official language contemplated in Section 6(1) of the Constitution.

The Act The Use of Official Languages Act 12 of 2012.

5. POLICY PRINCIPLES

In recognising the constitutional basis towards multilingualism, the IRBA commits to:

a) Promoting an understanding of multilingualism;
b) Promoting the equal use of all official languages;
c) Promoting good language management; and
d) Preventing the use of any language(s) for the purposes of exploitation, domination and discrimination within the IRBA.

5.1 IRBA Language Unit

Section 7 of the Act requires that every national public entity must establish a language unit, in view of the fact that the IRBA was granted exemption from the application of Section 7 of the Act, the IRBA hereby, in terms of section 12, assigns the performance of the functions of a language unit to the Director: Operations (through the CEO), who is a senior employee of the organisation.
In line with Section 8 of the Act, the Director: Operations shall perform the following functions of the language unit:

a) Advise the Board on the development, adoption and implementation of the language policy;
b) Monitor and assess the use of official languages by the IRBA;
c) Monitor and assess compliance with the language this policy;
d) Compile and submit a report to the Minister and to the Pan South African Language Board in terms of Section 9 of the Act;
e) Promote parity of esteem and equitable treatment of official languages and facilitate equitable access to IRBA services and information;
f) Promote good language management by the IRBA; and
g) Perform any other functions that the Minister may prescribe.

5.2 Nature of the IRBA Business

The primary mandate of the IRBA is to protect the financial interests of the public by ensuring that only suitably qualified individuals are admitted to the auditing profession and that registered auditors deliver services of the highest quality and adhere to the highest ethics standards. The functions of the IRBA are set out in more detail in Section 4 of the Auditing Profession Act.

5.3 Official Languages of the IRBA

5.3.1 Adoption of Official Languages

a) The Act requires the IRBA to adopt a language policy that identifies at least three official languages that it will use for "government purposes". This refers to languages that are mainly to be used when communicating with members of the public.
b) In determining which official languages to adopt, the IRBA shall be guided by the following factors:
    i. Practicality;
    ii. Cost; and
    iii. Usage.
c) The IRBA is fully cognisant of the constitutional basis towards multilingualism and has appreciation for the historical and political sensitivity of the language issue in South Africa. Together with the latter consideration, the IRBA also has a duty to promote the role of accountancy in advancing social, economic and educational reform.
d) Having considered the factors outlines above, the following languages are hereby adopted as IRBA official languages:
    i. English;
    ii. Afrikaans;
    iii. isiZulu;
    iv. isiXhosa; and
    v. Sesotho.

5.3.2. Use of Official Languages

5.3.2.1. Business Purposes

The IRBA shall use English as the main medium of communication and the language of record for business purposes:

a) To communicate with registered auditors in accordance with its mandate;
b) In respect of internal communication within the IRBA;
c) In relation to its communications with government and/or Parliament through the responsible Minister.

5.3.2.2. Government Purposes

The IRBA shall use English as the main medium of communication and any other official languages adopted, as noted in paragraph 8.1(d) above, for the following "government purposes", as may be necessary or appropriate under the circumstances:

a) Inter- and intra-government communications.
b) Communicating with members of the public (official written correspondence).
c) Communication with members of the public (oral communication).
d) Official publications intended for public distribution, such as (but not limited to):
    i. Notices on the IRBA website;
    ii. Advertisements;
    iii. Forms;
    iv. Manual of Information;
    v. IRBA News;
    vi. Pronouncements and the IRBA Code;
    vii. IRBA Rules;
    viii. Bulk emails; and
    ix. Signage on buildings.
e) Letterheads and other business stationery.

5.4 Provision of Communication in an Official Language Adopted Other than English

a) Communications stipulated in paragraph 8.2.1 shall be made available in any other official languages adopted by the IRBA, as per 8.2.2(d), upon written request, considering the criteria outlined in 8.1(b).
b) The IRBA shall make arrangements to meet such request within a reasonable period of not less than 30 working days upon receipt of the request.
c) In cases of oral communication, such as meetings and any other need for interpreting, a request must be made in writing and at least 30 working days prior to that event.

5.5 Communication with the Hearing and Visually Impaired

The IRBA will arrange for the South African Sign Language interpreting services and the conversion of text into Braille or audio on written request within 60 calendar days, taking into consideration the criteria outlined in paragraph 8.1(b).

5.6 Communication with Members of the Public with a Language Choice that is Not One of the IRBA's Selected Official Languages

The IRBA will arrange for appropriate translation or interpreting services on written request within 30 days of an event, taking into consideration the criteria outlined in paragraph 8.1(b).

5.7 Policy Publication and Accessibility

This policy will be:

a) Published in English in the Government Gazette;
b) Available in the other four official languages adopted by the IRBA;
c) Obtainable in Braille and audio, on written request;
d) Accessible on the IRBA website;
e) Summarised, with that shortened version being displayed at the IRBA's office in a manner that makes it visible to the public; and
f) Available to the public in hard copy at the IRBA offices, on request.

5.8 Policy Review

This policy will be reviewed every three years or whenever it is deemed necessary.

ANNEXURE

LANGUAGE POLICY COMPLAINTS MECHANISM PROCEDURES

1. Section 4(2)(f) of the Act provides that in order to enable members of the public to lodge complaints regarding the use of official languages by a national public entity, such entity must provide a complaints mechanism.
2. Any complaint must be in writing and contain the following:
   2.1 Full name, address and contact information of the person lodging the complaint.
   2.2 Full details of the complaint, with any supporting documentation/information.
3. The complainant can be requested to provide additional information.
4. The CEO will respond in writing within two months of receiving the complaint.
5. Should the complainant be dissatisfied with the CEO's response, a further complaint may be lodged with the Minister responsible for language matters.

BOARD NOTICE 703 OF 2024

INTEGRITY I PUBLIC INTEREST I AUDIT QUALITY

IRBA CODE OF PROFESSIONAL CONDUCT FOR REGISTERED AUDITORS (REVISED NOVEMER 2024)

In accordance with the provisions of Section 10(1)(a) of the Auditing Profession Act, 2005 (Act No. 26 of 2005) (the Act), the Independent Regulatory Board for Auditors (IRBA) publishes, pursuant to the provisions of Section 4(1)(c) of the Act, the:

1. **FINAL PRONOUNCEMENT: REVISIONS TO THE IRBA CODE OF PROFESSIONAL CONDUCT FOR REGISTERED AUDITORS ADDRESSING TAX PLANNING AND RELATED SERVICES**

   The final pronouncement is available on the IRBA website https://irba.co.za/guidance-for-ras/ethics:-the-rules-and-the-code/the-irba-code-revised-2024-and-the-rules.

   Effective Date

   The revisions to Section 380 – *Tax Planning Services* and consequential amendments to Section 321 – *Second Opinions* will be effective for tax planning services beginning after 30 June 2025.

   Early adoption will be permitted.

Should you require assistance, queries may be directed to standards@irba.co.za.

Imre Nagy

Chief Executive Officer

BOARD NOTICE 704 OF 2024

NATIONAL COUNCIL OF SOCIETIES FOR THE PREVENTION OF CRUELTY TO ANIMALS

R U L E S

1. ADDITION TO RULE 3.2

(c) Any payment to a signatory on a Society's bank account, must have a recorded approval from an office bearer of the Society, in addition to approval from the second signatory.

2. NEW RULE TO BE NUMBERED 2.22

No member of the management committee of a Society shall, simultaneously, serve on the management committee of any other Society, unless appointed or approved in writing by the Board.

3. NEW RULE TO BE NUMBERED 3.11

(a) The SPCA Support Fund will be subsidised by the Inspectorate Support Fund (the "ISF") and the percentage subsidised shall be determined by the Board, annually in June of each year, based on the availability of funds in the ISF account.

(b) Societies that are facing financial difficulties may apply to the SPCA Support Fund (the "SSF") for financial assistance to cover key expenses to ensure the ongoing operation of such Societies.

(c) Societies will be required to meet the criteria for funding as set out in the SSF Policy which is determined by the Board from time to time.

4. NEW RULE TO BE NUMBERED 2.23

In the event that any Society acts in breach of any provision of the Act and Rules, and the procedures set out in Section 11 of the Act are followed the board may alternatively to the actions set out in Section 11(1)(a), (b) or (c), designate a representative or representatives of the board as a member or members on such Society's controlling body without the Society having to replace a corresponding number of members of its controlling body.

N S P C A C O N S T I T U T I O N

1. AMEND ARTICLE 12 (14) (c)

A management committee of no less than five Directors, which shall include the Chairman, the Vice-Chairman, the Financial Director and the Chief Executive Officer. The management committee shall be responsible for the affairs of the Council and shall possess all the necessary rights and powers required to enable it to fulfil this responsibility. It is compulsory for the Financial Director to be involved in all financial decisions, but the financial director may at his/her discretion decide not to be involved in general decisions. The management committee may co-opt additional Directors to serve on the management committee.

BOARD NOTICE 705 OF 2024

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2022-2032 | INTERNATIONAL DECADE OF Indigenous Languages

PanSALB
PAN SOUTH AFRICAN LANGUAGE BOARD

CALL FOR NOMINATION OF CANDIDATES TO SERVE ON THE NORTHERN CAPE PROVINCIAL LANGUAGE COMMITTEE (NCPLC) IN ACCORDANCE WITH SECTION 8(8)(a) OF THE PAN SOUTH AFRICAN LANGUAGE BOARD (PanSALB) ACT NO. 59 OF 1995, AS AMENDED IN 1999.

CALL FOR NOMINATIONS

The Pan South African Language Board (PanSALB), in consultation and after consultation with the responsible Senior Officials and MEC for Department Sports, Arts & Culture in the Northern Cape Province, hereby calls for the nomination of candidates to serve in the Northern Cape Provincial Language Committee (NCPLC). Candidates must be speakers of one of the official languages including South African Sign Langauge of the province concerned, the Khoe & San Languages and / or any other heritage language as recognized by section 6(5)(b) of the RSA Constitution (1996). By law and legislative prescripts, the NCPLC is a statutory and advisory body responsible on all provincial language matters. The term of office for serving in the NCPLC is five years from the date of appointment by PanSALB.

Candidates:	
1.	Must be first language speakers or users of an official language of their province, have an interest in the development and use of the constitutionally recognized languages, be a South Africa citizen, and residing in the Northern Cape Province.
2.	Have extensive knowledge of all official languages of the province including South African Sign Language, as well as: 2.1 the Khoe and San Languages, and, 2.2 Heritage and Religious Languages used in the country.
3.	Have a passion for and contributing to language development by advising on the following fields: 3.1 Translation and Interpreting, specifically of the language matters of the province, and including the establishment, compilation and maintenance of relevant databases; 3.2 Language status planning and language legislation formulation, implementation and monitoring; 3.3 Lexicography and terminology development; 3.4 Conducting research in language matters; and/or 3.5 Monitoring linguistic human rights matters in the province (legal knowledge will be an advantage).
4.	Must provide the following required documents: 4.1 A certified copy of their South African Identity Document (ID); 4.2 Certified copies of all authentic, relevant qualifications in the fields of languages and research; 4.3 An abridged curriculum vitae; and 4.4 A nomination form completed in full. 4.5 The form can be downloaded from www.pansalb.org or requested directly from the PanSALB NC Provincial Office as per the contact details on the PanSALB Website. Also, forms may be hand delivered at: 37 Chapel Street, 3rd Floor I Nedbank Building I Kimberley | 8301

For any inquiries, kindly contact the PanSALB NC Provincial Administrator: Ms. A Williams at panc@pansalb.org

Closing date for applications:
05 January 2025

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PanSALB
PAN SOUTH AFRICAN LANGUAGE BOARD

OPROEP OM NOMINASIES VAN KANDIDATE OM OP DIE NOORD-KAAPSE PROVINSIALE TAALKOMITEE (NKT) TE DIEN, IN OOREENSTEMMING MET ARTIKEL 8(8) VAN DIE WET OP DIE PAN SUID-AFRIKAANSE TAALRAAD WET NR. 59 VAN 1995 SOOS GEWYSIG IN 1999.

OPROEP OM NOMINASIES

Die Pan Suid-Afrikaanse Taalraad (PanSAT), in konsultasie met Senior Amptenare en die LUR van die Departement van Sport, Kuns en Kultuur in die Noord-Kaap provinsie, maak hiermee 'n oproep om nominasies van kandidate om op die Noord-Kaapse Taalkomitee (NKT) te dien. Kandidate moet sprekers wees van een van die amptelike tale van die provinsie, insluitend Suid-Afrikaanse Gebare Taal, die Khoe en San Tale en/of enige erfenistale soos erken deur artikel 6(5) van die Grondwet van die Republiek van Suid-Afrika (1996). Die NKT is 'n statutere liggaam, gemagtig deur die reg en wetgewende voorskrifte en is verantwoordelik vir alle provinsiale taalsake. Die termyn vir diens in die NKT is vyf jaar vanaf datum van aanstelling deur PanSAT

Kandidate:	
1.	Moet eerstetaalsprekers of gebruikers van die provinsiale amptelike tale wees, 'n belang hê in die ontwikkeling en gebruik van grondwetlike erkende tale, 'n Suid-Afrikaanse burger wees en in die Noord-Kaap provinsie woonagtig wees.
2.	Moet oor omvattende kennis van alle amptelike Suid-Afrikaanse tale van die provinsie beskik, insluitend: 2.1 die Khoi- en Santale 2.2 Suid Afrikaanse Gebaretaal 2.3 Godsdiens- en Erfenistale
3.	Moet passievol wees teenoor, en bydra tot taalontwikkeling deur te adviseer in die volgende areas: 3.1 Vertaling en tolking met betrekking tot taalsake van die provinsie insluitend die instelling, samestelling en instandhouding van vertaling- en tolking databasisse. 3.2 Taalbeplanning en oorsig handhaaf oor die formulering en implementering van Taalwetgewing. 3.3 Leksikografie en Terminologie Ontwikkeling. 3.4 Navorsing oor taalsake: 3.5 Oorsig handhaaf oor Linguistiese Menseregte sakeaangeleenthede in die provinsie (Regskennis sal tot voordeel wees).
4.	Potensiële benoemdes moet die volgende vereiste dokumente verskaf : 4.1 'n Gesertifiseerde afskrif van die Suid-Afrikaanse Identiteitsdokument (ID). 4.2 Gesertifiseerde afskrifte van opregte en relevante kwalifikasies in die areas van tale en navorsing. 4.3 'n Bygewerkte curriculum vitae. 4.4 Die nominasievorm moet ten volle voltooi word en kan afgelaai word vanaf www.pansalb.org of direk aangevra word vanaf die PanSAT NC Provinsiale Kantoor soos per kontakbesonderhede aangedui op die PanSAT webtuiste. Die vorms kan ook by wyse van handaflewering by PanSAT NK Provinsiale Kantoor: 37 Chapel Straat, 3rd Vloer I Nedbank Gebou I Kimberley | 8301 ingedien word.

Vir enige navrae, kontak Me. A. Williams by panc@pansalb.org

Sluitingsdatum vir indien van nominasies:
05 Januarie 2025

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PanSALB
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BOIKUELO JWA GO TLHOPHA DITOKOLOLO TSA KOMITI YA DIPUO YA PORO-FENSE MO KAPABOKONE (NCPLC) GO YA KA KAROLO YA MOLAOPHETHISI 8(8)(a) WA BOTO YA DIPUO YA AFORIKABORWA (PanSALB) E LENG MOLAO 59 WA 1995 JAAKA O TLHABOLOTSWE KA 1999.

BOIKUELO JWA GO TLHOPHA

Boto ya Dipuo ya Aforikaborwa (PanSALB), morago ga kopano le go ikgolaganya le Baemedibagolo gammogo le Mokhuduthamaga wa Lefapha la Metshameko, Botsweretshi le Setso mo Kapabokone, ba dira boikuelo jwa gore go tlhophiwe baemedi ba e ka nnang ditokololo tsa Komiti ya Dipuo ya Porofense ya Kapabokone (NCPLC). Ditokololo e tshwanetse go nna dibui tsa nngwe ya dipuo tsa semmuso tsa porofense go akarediwa dipuo tsa Khoe le San, Puo ya Matshwao le Puo ya Ngwaoboswa jaaka go totobaditswe go ya ka karolo ya 6(5)(b) ya Molaotheo. Go ya ka molao le melawana ya dipuo, NCPLC ke komiti ya semolao le dikgakololo e e maleba mo mererong yotlhe ya puo mo porofenseng. Nako ya go nna tokololo mo komiting ya dipuo ke dingwaga di le tlhano go tloga ka letlha le PanSALB e totobatsang botokololo ka yona.

Batlhophiwa:	
1.	Ba tshwanetse e bo e le dibui ba puo kgotsa ba dirisa nngwe ya dipuo tsa semmuso tsa porofense, ba na le kgatlhego mo kgodisong le mo tirisong ya dipuo tseo molaotheo o di tsayang tsiya ebile ba tshwanetse e bo e le baagi ba porofense ya Kapabokone.
2.	Ba nne le kitso e e tseneletseng ya dipuo tsa semmuso tsa porofense / Aforikaborwa go akarediwa le Puo ya Matshwao ya Aforikaborwa, 2.1 Dipuo tsa Khoe le San le 2.2 Dipuo tsa Sedumedi le Ngwaoboswa tseo di dirisiwang mo nageng.
3.	Ba nne le kgatlhego mo tlhabololong ya dipuo le lerato la go gakolola mo dikarolong tse di latelang tsa puo: 3.1 Bofetoledi le Botšhomolodi, bogolosegolo mo dipuong tsa porofense go akarediwa go tlhongwa, kgobokanya le go tlhokomela difalana tsa tshedimosetso e e maleba; 3.2 Bologamaano le boemo jwa dipuo re akaretsa go tlhola melao ya puo, go e dirisa le go e ela tlhoko; 3.3 Bokwalathanodi le tlhabololo ya mareo; 3.4 Go dira dipatlisiso mo mererong ya puo; le/kgotsa 3.5 Go ela tlhoko dintlha tsa ditshwanelo tsa botho tsa puo mo porofenseng (go nna le kitso ka merero ya semolao go tlaa go tswela molemo).
4.	Ba tshwanetse go neelana ka ditokomane tse di tlhokegang tse di latelang: 4.1 Khophi e e netefaditsweng ya lokwaloitshupo la Aforikaborwa; 4.2 Ditokomane tsa nnete tse di netefaditsweng tsa makwalo a dithuto mo mefameng ya dipuo le dipatlisiso; 4.3 Lemorago le le khutshwafaditsweng la bophelo (CV); 4.4 Foromo ya botokololo e e tladitsweng ka botlalo. 4.5 Foromo e ka fitlhelelwa mo www.pansalb.org kgotsa e ka kopiwa ka tlhamalalo kwa kantorong ya PanSALB mo Kapabokone jaaka go umakilwe mo mafaratlhatlheng a PanSALB. Gape, diforomo tse di tladitsweng di ka romelwa ka tlhamalalo kwa atereseng e: PanSALB NC Provincial Office: 37 Chapel Street, 3rd Floor I Nedbank Building I Kimberley | 8301

Tsweetswee, potso nngwe le nngwe e ka romelwa go Moh. A Williams go panc@pansalb.org

Letsatsi la tswalo ya dikopo:
05 Ferikgong 2025

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PanSALB
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ISIHLOKOMISO SOKUTYUMBELA ULUNTU UKUBA LUBE NGAMALUNGU EKOMITI YEELWIMI LEPHONDO LOMNTLA KOLONI (NCPLC) YEPANSALB, NGOKWECANDELO 8(8)(a) LOMTHETHO IPAN SOUTH AFRICAN LANGUAGE BOARD ACT NO. 59 WE1995 NJENGOKO WENZIWE IZILUNGISO NGO1999.

ISIHLOKOMISO SOTYUMBO

IBhodi yeeLwimi yoMzantsi Afrika (PanSALB)), ngokubonisana nasemva kokubonisana namaGosa aPhezulu anoxanduva kunye noMphathiswa weSebe lezeMidlalo, ubuGcisa neNkcubeko kwiPhondo lomNtla Koloni, ngoko ke imemelela ukuba kutyunjwe abagqatswa abaza kusebenza kwiKomiti yoLwimi lwePhondo lomNtla Koloni (NCPLC). Abatyunjwa kufuneka bathethe iilwimi ezisemthethweni zephondo abatyunjelwa kulo, kubandakanya iilwimi zesiqhakankcu (ezamaKhoi namaSan), uLwimi lweMiqondiso loMzantsi Afrika nezinye iilwimi ezililifa lemveli kwiphondo njengoko kunikwe ingqalelo kwicandelo 6(5) loMgaqosiseko waseMzantsi Afrika (1996) . Ixesha lokuba seofisini lokusebenza kwiPLC yomNtla Koloni yiminyaka emihlanu ukususela kumhla wokumiselwa ngokusesikweni yiPanSALB.

Umtyunjwa kumele abe noku kulandelayo:	
1.	Aluthethe njengolwimi lokuqala ulwimi olusemthethweni atyunjelwa lona kwiphondo. Abe nomdla kuphuhliso nasekusetyenzisweni kweelwimi ezikuMgaqosiseko. Abe ngummi woMzantsi Afrika kwaye ahlale kwiphondo lomNtla Koloni.
2.	Abe nolwazi oluvisayo ngazo zonke iilwimi ezisemthethweni eMzantsi Afrika zephondo elo atyunjelwa kulo, kubandakanya: 2.1 iilwimi zesiqhakancu (ezamaKhoi namaSan) 2.2 uLwimi lweMiqondiso loMzantsi Afrika, kwakunye 2.3 neelwimi zezeNkolo, neziliLifa leMveli
3.	Umtyunjwa kufuneka abe nomonde nomdla wokwenza igalelo kuphuhliso lolwimi ngokuthi anike iingcebiso kwezi nkalo zilandelayo: 3.1 Kwezokuguqulela nokutolika kwiilwimi zephondo, kubandakanya nokusungula, ukudibanisa nokulolonga iinkcukacha ezingeelwimi ezo. 3.2 Kwezemigaqonkqubo yeelwimi nasekuqulunqweni kwemithetho echaphazela iilwimi, ukusetyenziswa kwazo nokuzibeka esweni. 3.3 KwezoChazomagama nasekuphuhlisweni kwesigama. 3.4 Kwezophando ngemiba yeelwimi. 3.5 Ukubeka esweni imiba yamalungelo eelwimi kwiphondo (ulwazi ngezomthetho luya kumbeka ethubeni elihle).
4.	Isicelo somtyunjwa kufuneka sikhatshwe ngala maxwebhu alandelayo: 4.1 Ikopi yeSazisi (ID) saseMzantsi Afrika engqinisiweyo. 4.2 Ikopi zeziqinisekiso zemfundo kwiinkalo zeelwimi nezophando ezingqinisiweyo. 4.3 Imbali yamava afinyeziweyo (CV). 4.4 Ifomu yokutyumba ezaliswe ngokupheleleyo. 4.5 Ifomu ifumaneka kule webhusayithi www.pansalb.org okanye icelwe ngokuthe ngqo kwiOfisi yePhondo lomNtla Koloni ngokweenkcukacha zoqhagamshelwano kwiwebhusayithi yePanSALB. Kwakhona, iifom zinokuziswa ngesandla kwiofisi yomNtla Koloni: 37 Chapel Street, 3rd Floor I Nedbank Building I Kimberley | 8301

Malunga nayo nayiphi na imibuzo, nceda uqhagamshelane noNksk. A Williams apha panc@pansalb.org

Umhla wokuphelelwa kokufakwa kwezicelo:
05 EyoMqungu 2025

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