

Government Gazette
Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

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AIDS HELPLINE: 0800-0123-22 Prevention is the cure

IMPORTANT NOTICE:

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NO FUTURE QUERIES WILL BE HANDLED IN CONNECTION WITH THE ABOVE.

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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* 2025

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

- **24 December,** Wednesday for the issue of Friday **03 January 2025**
- **03 January,** Friday for the issue of Friday **10 January 2025**
- **10 January,** Friday for the issue of Friday **17 January 2025**
- **17 January,** Friday for the issue of Friday **24 January 2025**
- **24 January,** Friday for the issue of Friday **31 January 2025**
- **31 January,** Friday for the issue of Friday **07 February 2025**
- **07 February,** Friday for the issue of Friday **14 February 2025**
- **14 February,** Friday for the issue of Friday **21 February 2025**
- **21 February,** Friday for the issue of Friday **28 February 2025**
- **28 February,** Friday for the issue of Friday **07 March 2025**
- **07 March,** Friday for the issue of Friday **14 March 2025**
- **13 March,** Thursday for the issue of Thursday **20 March 2025**
- **20 March,** Thursday for the issue of Friday **28 March 2025**
- **28 March,** Friday for the issue of Friday **04 April 2025**
- **04 April,** Friday for the issue of Friday **11 April 2025**
- **10 April,** Thursday for the issue of Thursday **17 April 2025**
- **16 April,** Wednesday for the issue of Friday **25 April 2025**
- **23 April,** Wednesday for the issue of Friday **02 May 2025**
- **02 May,** Friday for the issue of Friday **09 May 2025**
- **09 May,** Friday for the issue of Friday **16 May 2025**
- **16 May,** Friday for the issue of Friday **23 May 2025**
- **23 May,** Friday for the issue of Friday **30 May 2025**
- **30 May,** Friday for the issue of Friday **06 June 2025**
- **06 June,** Friday for the issue of Friday **13 June 2025**
- **12 June,** Thursday for the issue of Friday **20 June 2025**
- **20 June,** Friday for the issue of Friday **27 June 2025**
- **27 June,** Friday for the issue of Friday **04 July 2025**
- **04 July,** Friday for the issue of Friday **11 July 2025**
- **11 July,** Friday for the issue of Friday **18 July 2025**
- **18 July,** Friday for the issue of Friday **25 July 2025**
- **25 July,** Friday for the issue of Friday **01 August 2025**
- **01 August,** Friday for the issue of Friday **08 August 2025**
- **08 August,** Friday for the issue of Friday **15 August 2025**
- **15 August,** Friday for the issue of Friday **22 August 2025**
- **22 August,** Friday for the issue of Friday **29 August 2025**
- **29 August,** Friday for the issue of Friday **05 September 2025**
- **05 September,** Friday for the issue of Friday **12 September 2025**
- **12 September,** Friday for the issue of Friday **19 September 2025**
- **18 September,** Thursday for the issue of Friday **26 September 2025**
- **26 September,** Friday for the issue of Friday **03 October 2025**
- **03 October,** Friday for the issue of Friday **10 October 2025**
- **10 October,** Friday for the issue of Friday **17 October 2025**
- **17 October,** Friday for the issue of Friday **24 October 2025**
- **24 October,** Friday for the issue of Friday **31 October 2025**
- **31 October,** Friday for the issue of Friday **07 November 2025**
- **07 November,** Friday for the issue of Friday **14 November 2025**
- **14 November,** Friday for the issue of Friday **21 November 2025**
- **21 November,** Friday for the issue of Friday **28 November 2025**
- **28 November,** Friday for the issue of Friday **5 December 2025**
- **05 December,** Friday for the issue of Friday **12 December 2025**
- **11 December,** Thursday for the issue of Friday **19 December 2025**
- **17 December,** Wednesday for the issue of Wednesday **24 December 2025**

LIST OF TARIFF RATES

FOR PUBLICATION OF NOTICES

COMMENCEMENT: 1 APRIL 2018

NATIONAL AND PROVINCIAL

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

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

EXTRA-ORDINARY

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

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

GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

Closing Times for Acceptance of Notices

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

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

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

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

GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

Extraordinary Gazettes

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

Notice Submission Process

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

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

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

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

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

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

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

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

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

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

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

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

      8.1.5. Any additional notice information if applicable.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

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

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

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

QUOTATIONS

13. Quotations are valid until the next tariff change.

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

14. Each quotation has a unique number.

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

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

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

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

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

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

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

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

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

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

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

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

GOVERNMENT PRINTING WORKS - BUSINESS RULES

COPY (SEPARATE NOTICE CONTENT DOCUMENT)

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

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

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

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

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

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

CANCELLATIONS

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

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

AMENDMENTS TO NOTICES

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

REJECTIONS

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

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

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

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

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

GOVERNMENT PRINTING WORKS - BUSINESS RULES

Approval of notices

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

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

Government Printer Indemnified Against Liability

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

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

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

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

Liability of advertiser

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

Customer inquiries

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

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

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

GOVERNMENT PRINTING WORKS - BUSINESS RULES

Payment of cost

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

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

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

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

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

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

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

Proof of publication

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

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

GOVERNMENT PRINTING WORKS CONTACT INFORMATION

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

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

GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 6178 **9 May 2025**

INVITATION FOR THE PUBLIC TO COMMENT ON THE DRAFT CONSUMER GOODS AND SERVICES INDUSTRY CODE OF CONDUCT IN TERMS OF THE CONSUMER PROTECTION ACT, 2008 (ACT NO.68 OF 2008)

I, Mr Mpho Parks Tau, in my capacity as the Minister of Trade, Industry and Competition, after recommendation made by the National Consumer Commission, do hereby in terms of section 82(2)(a) read with section 120(1)(a) of the Consumer Protection Act, 2008, publish the draft Consumer Goods and Services Industry Code of Conduct for public comment.

Any person who wishes to submit written inputs on the draft Consumer Goods and Services Industry Code of Conduct is hereby invited to do so within 45 calendar days from the date of publication hereof by -

a) posting such comments to the following address:
Private Bag X84
Pretoria,0001

b) delivering such comments by hand at the following address:
Department of Trade, Industry and Competition , 77 Meintjies Street, Block B, 1st Floor, Sunnyside, Pretoria

c) mailing such comments electronically to the following addresses:
Consumers@thedtic.gov.za and SSasayi@thedtic.gov.za

Comments must be addressed to the Director-General: Department of Trade, Industry and Competition, and marked for the attention of Mr. Sibusiso Sasayi.

Mr Mpho Parks Tau, MP

Minister of Trade, Industry and Competition

30/04/2025

This gazette is also available free online at **www.gpwonline.co.za**

THE CONSUMER GOODS AND SERVICES INDUSTRY

DRAFT CODE OF CONDUCT, 2025

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SECTION A

1. PREAMBLE

The Consumer Goods and Services Code of Conduct ("Code") and the office of the Consumer Goods and Services Ombud ("CGSO") are the Industry Code and Ombud Scheme for the Consumer Goods and Services Industry set up in accordance with and accredited in terms of section 82 of the Consumer Protection Act, 2008 (Act No. 68 of 2008) ("CPA").

The Code and the CGSO were established to guide the Industry as to what is considered the minimum standards of conduct expected when engaging with Consumers and to assist in resolving disputes that arise between Consumers and the Industry in terms of the CPA.

In light of the Code being recognised under the CPA, the Code shall be enforceable against Consumer Goods and Services Industry Participants.

This Code shall be enforceable by the CGSO in line with the terms of reference herein. A failure to comply with this Code amounts to a contravention of section 82 (8) of the CPA. Any provision of this Code that is inconsistent with the CPA is invalid to the extent of its inconsistency with the CPA and its provisions.

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SECTION B

2. PURPOSE AND OBJECTIVES

2.1 The Code is an Industry Code drafted by the Industry.

2.2 The Code regulates interaction between Participants conducting business within the Industry and the Consumer and provides for an Alternative Dispute Resolution mechanism as described in section 82(6) of the CPA should there be a dispute between a Participant and Consumers.

2.3 The Purpose of the Code is to:

2.3.1 Raise the standards of good conduct in the Industry without endangering the vitality and growth of business;

2.3.2 Generate growth in the Industry by increasing the level of certainty for all Participants;

2.3.3 Offer guidance to Participants in the Industry as to the implementation of and the compliance with the CPA and what constitutes fair business practices to be followed when operating within the Industry;

2.3.4 Educate Consumers as to their rights and redress available to them should a Participant breach the CPA or the Code; and

2.3.5 Provide for a scheme of alternative dispute resolution as described in section 82(6) of the CPA.

2.4 The Participants within the Industry are required to pursue the objectives as set out in section 3 of the CPA, especially to:

2.4.1 Reduce and ameliorate any disadvantages experienced by Consumers in accessing the supply of any Goods and Services;

2.4.2 Promote fair business practices;

2.4.3 Protect Consumers from:

2.4.3.1 Unconscionable, unfair, unreasonable, unjust or otherwise improper trade practices; and

2.4.3.2 Deceptive, misleading, unfair or fraudulent conduct.

2.4.4 Provide for a fair, consistent, accessible and efficient system of consensual resolution of disputes arising from consumer transactions.

2.5 The Code contains reference to certain principles, practices and legislation and for the purposes of application these need to be referred to as to their interpretation and application where quoted in the Code.

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3. DEFINITIONS

3.1 In this Code, unless inconsistent or otherwise indicated by the context, the following words and expressions will have the following meanings set out below:

3.1.1 **"Business Day"** has the meaning given to it in terms of section 2(6) of the CPA;

3.1.2 **"Board"** means the Board of the CGSO incorporated under the Companies Act, 2008 (Act No. 71 of 2008) as a not-for-profit company as more fully dealt with in terms of the CGSO's Memorandum of Incorporation which can be found on the CGSO's website;

3.1.3 **"CGSO"** means the Consumer Goods and Services Ombud, an Ombud Scheme set up in accordance with and accredited in terms of section 82 (6) of the CPA which is enforceable against Participants;

3.1.4 **"Code"** means this accredited Industry Code for the Consumer Goods and Services Industry as amended from time-to-time;

3.1.5 **"Complainant"** means a Consumer or Consumer's representative, including an accredited, recognised Consumer Protection Group referred to in section 78(1) of the CPA, making a complaint in respect of any Goods or Services provided by the Participant concerned;

3.1.6 **"Complaint"** means an expression of dissatisfaction made by a Consumer to a Participant related to its Goods and/or Services or the complaints-handling process pursued or alternatively embarked on thus far by the Consumer, the essence of which falls within the ambit of the CPA;

3.1.7 **"Confidential Information"** has the meaning given to it in terms of CPA Regulations, Regulation 43(1) as published in Government Notice R.293 in Government Gazette 34180 of 1 April, 2011 which includes any information containing or consisting of:

3.1.7.1 trade secrets;

3.1.7.2 financial, commercial, scientific or technical information, if disclosure of the information is likely to cause harm to the commercial or financial interests of a person;

3.1.7.3 information supplied in confidence by a person, if the disclosure of the information could reasonably be expected to:

3.1.7.3.1 put that person at a disadvantage in contractual or other negotiations; or

3.1.7.3.2 prejudice that person in commercial competition;

3.1.8 **"Consumer"** has the meaning given to it in terms of section 1 of the CPA;

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3.1.9 **"Consumer Goods and Services"** means the Goods and Services provided to Consumers by Participants within the Industry;

3.1.10 **"Consumer Goods and Services Industry"** means all Participants and/or entities involved in the Supply Chain that provides, markets and/or offers to supply Goods and Services to Consumers, unless excluded in terms of clause 4.4 hereof;

3.1.11 **"Consumer Goods and Services Ombud"** means the office of the Consumer Goods and Services Ombud and shall also be termed "CGSO";

3.1.12 **"Consumer Goods and Services Ombudsman"** means the person who:

3.1.12.1 is appointed and acts in accordance with "Matters Relating to the Appointment, Tenure and Powers of the Ombudsman" as more fully described in Annexure "A" hereto; and

3.1.12.2 is appointed as Ombudsman and the head of the Office of the CGSO from time-to-time by the Board.

3.1.13 **"CPA"** means the Consumer Protection Act, 2008 (Act No. 68 of 2008), the Regulations thereto and any amendments that are effected from time-to-time;

3.1.14 **"Consumer Protection Group"** has the meaning given to it in terms of section 1 of the CPA;

3.1.15 **"Designated Officer"** means a person responsible for the complaint resolution within the Participant's organisation as identified by the Participant and communicated to CGSO;

3.1.16 **"Dispute"** means a disagreement, arising from a Complaint submitted to a Participant in relation to Goods and/or Services provided to a Consumer of that Participant, which have not been resolved by the Parties;

3.1.17 **"Distributor"** has the meaning given to it in terms of section 1 of the CPA;

3.1.18 **"Facilitate, Facilitation and Facilitated Settlement"** means a Dispute resolution method in which the Dispute resolver, being the CGSO, communicates its initial position to the Parties and a settlement is sought through making one or more offers or counter offers;

3.1.19 **"Goods"** has the meaning given to it in terms of section 1 of the CPA;

3.1.20 **"Importer"** has the meaning given to it in terms of section 1 of the CPA;

3.1.21 **"Industry"** means the Consumer Goods and Services Industry as defined in clause 3.1.10 above and shall have the meaning prescribed therein;

3.1.22 **"Internal Complaints-Handling Process"** means a complaints-handling process as adopted by a particular Participant;

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3.1.23 **"Juristic Person"** has the meaning given to it in terms of section 1 of the CPA;

3.1.24 **"Manufacturer"** means any Participant that makes or produces any Goods regardless of scale either to a Consumer or any other person operating in the Supply Chain;

3.1.25 **"Mediation"** means the active participation of a Dispute resolver, being the CGSO, intended to assist the Parties to identify the issues, to generate options, to consider alternatives and to endeavour to reach an agreement;

3.1.26 **"Minister"** has the meaning given to it in terms of section 1 of the CPA;

3.1.27 **"MOI"** means the Memorandum of Incorporation, including the schedules attached thereto, as amended from time-to-time, under which the office of the CGSO is established and as published on the CGSO's website;

3.1.28 **"Non-complying suppliers"** means those suppliers who failed or neglected to co-operate with CGSO or failed or neglected to comply with a settlement reached between the parties during mediation.

3.1.29 **"Ombud with Jurisdiction"** has the meaning given to it in terms of section 1 of the CPA;

3.1.30 **"Participant"** means any entity operating within the Industry bound by the Code unless expressly excluded by clause 4.1 hereof;

3.1.31 **"Parties"** means the Consumer and Participant;

3.1.32 **"Person"** includes Juristic Person;

3.1.33 **"Producer"** has the meaning given to it in terms of section 1 of the CPA;

3.1.34 **"Recommendations"** means a Dispute resolution method in which the Parties are given written suggestions on how factual, legal and other issues should be resolved, on possible outcomes and how they can be achieved;

3.1.35 **"Retailer"** has the meaning given to it in terms of section 1 of the CPA;

3.1.36 **"Service"** has the meaning given to it in terms of section 1 of the CPA;

3.1.37 **"Service Provider"** has the meaning given to it in terms of section 1 of the CPA;

3.1.38 **"Supplier"** has the meaning given to it in terms of section 1 of the CPA;

3.1.39 **"Supply Chain"** has the meaning given to it in terms of section 1 of the CPA;

3.1.40 **"Terms of Reference"** shall mean the terms of reference for the CGSO as set out in Section E of this code.

3.2 Unless the context clearly indicates otherwise:

3.2.1 all words and expressions will have such meaning as may be given to them in the CPA unless expressly defined or referenced in this Code.

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3.2.2 all references to:

3.2.2.1 a singular noun will be deemed to include the plural and vice versa;

3.2.2.2 a masculine gender will be deemed to include the other gender and vice versa;

3.2.3 the provisions of any law will be deemed to include amendments or substitutions thereof that will be effected from time-to-time.

3.2.4 All section headings and arrangements contained in this Code are intended for reference purposes only and will not affect or be taken into account in the interpretation of any of the paragraphs or sections to which they relate.

4. APPLICATION, SCOPE AND TYPE OF PARTICIPANT

4.1 The Code applies to all Participants, unless they are regulated elsewhere by other public regulation, and such public regulation covers all prohibited conducts as stipulated in the CPA or a Code prescribed by the Minister in terms of section 82 of the CPA and/or where a complaint falls within the jurisdiction of another Ombud with Jurisdiction, or an Industry Ombud accredited in terms of section 82(6)(a)of the CPA.

4.2 It is mandatory for all Participants above to comply with the provisions of this Code, to register with the CGSO in accordance with the procedures provided on the CGSO website from time-to-time and contribute towards the funding of the CGSO in accordance with the funding model as set out in clause 6.2 below.

(a) Failure to co-operate with the CGSO may result into harsher administrative fine, should the complaint be referred to the Tribunal by the National Consumer Commission.

4.3 This Code shall not be construed as to diminish a Consumers rights under the CPA or any other law but it shall enhance the Consumers rights to be equivalent to or better than the provisions of the CPA.

4.4 This Code excludes: transactions that are not covered by the CPA and/or that are governed by other public regulations; the automotive industry, Electronic Communication Service as defined in section 1 of the Electronic Communications Act, 2005 (Act No. 36 of 2005) and transactions with organs of state or financial institutions.

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SECTION C

5. CONSUMER AND INDUSTRY AWARENESS

5.1 The Participants under this Code are required to:

5.1.1 Establish an effective Internal Complaints-Handling Process that is accessible and understandable to all Consumers, which process includes but is not limited to:

5.1.1.1 process of internal complaints-handling;

5.1.1.2 design of the internal complaints-handling procedure; and

5.1.1.3 monitoring processes for the internal complaints-handling procedure and effectiveness.

5.1.2 Display prominently on all their trading premises by means of the CGSO decal and on their website, a prescribed notice that states that they are a Participant to this Code and are bound by it.

5.1.3 The prescribed notice must provide Consumers with the contact details of the CGSO and the Participant and/or his staff shall notify the Consumer of their right to refer Complaints to the CGSO in the event that they are unsatisfied with the Participant's Internal Complaints-Handling Process.

5.1.4 Ensure that a copy of this Code and/or summary hereof and their Internal Complaints-Handling Process is made available to any Consumer upon request and/or the Consumers must be directed as to where to obtain a copy of the Code and/or their Internal Complaints-Handling Process.

5.1.5 Ensure that the relevant staff and agents in their business have adequate knowledge of the CPA and the Regulations issued thereunder, including the Code and their own Internal Complaints- Handling Process.

5.1.6 Ensure, where possible, that they keep proper records for a minimum of 3 (three) years of the Complaints that are received with the following details captured:

5.1.6.1 details and nature of the complaint;

5.1.6.2 the business unit, division, branch and/or brand that the Complaint is against;

5.1.6.3 the type of Complaint;

5.1.6.4 the number of similar Complaints;

5.1.6.5 details of how the Complaint was resolved;

5.1.6.6 the time taken to deal with the Complaint;

5.1.6.7 the type of remedy provided;

5.1.6.8 details of why the Complaint was not resolved;

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5.1.6.9 details of potential remedies offered but not accepted by the Consumer; and

5.1.6.1 recording that a Consumer was referred to the CGSO for assistance in resolving the Complaint if the Complaint remained unresolved.

5.1.7 The data captured in 5.1.6 above shall be used, where possible, to highlight recurring complaints that have arisen and this feedback, where possible, is to be shared with management, staff and Industry in an attempt to continually uphold compliance with the CPA, this Code and Internal Complaint-Handling Process.

5.1.8 Provide, where possible, relevant information reasonably required by CGSO and/or the National Consumer Commission ("NCC") on any aspect of their business for the purposes of assisting in the resolution of individual Complaints, subject to considerations of confidentiality, as set out under section G of this Code.

5.1.9 Endeavour to resolve complaints and disputes in accordance with the law, the spirit and provisions of this Code and the CPA as expressed under section B and with regards to their own Internal Complaints-Handling procedures.

5.1.10 Ensure that they, their staff members and their agents refrain from influencing or attempting to influence or harassing the CGSO, staff of the CGSO or any Consumer.

5.1.11 Co-operate with all reasonable requests made by the CGSO in a timely manner. Any failure to cooperate with the CGSO may be taken into consideration by the NCC and the Tribunal when issuing a compliance notice or proposing or determining an administrative fine.

5.2 The CGSO will determine a strategy for fostering awareness of the Code and the contents thereof by way of: information brochures, guidelines and workshops, and guidance regarding compliance particularly aimed at smaller Participants as agreed to and as can reasonably be funded from time-to-time by the CGSO, which includes the following:

5.2.1 information brochures, guidelines and workshops;

5.2.2 the display of the Code on the CGSO website and other social networking sites;

5.2.3 the publication of relevant matters on the CGSO website;

5.2.4 the facilitation of induction workshops for new employees in the Industry, on the principles and procedures contained in the Code; and

5.2.5 partnering with the Provisional Consumer Protection Authorities and other relevant bodies on awareness campaigns.

5.3 The CGSO will produce annual reports on the implementation and application of the Code. These reports will be made available to all interested parties, including but not limited to Participants, Consumers, the NCC and the Minister.

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5.4 Performance indicators will be developed with reference to the criteria in 5.1.6 and 5.3 above and implemented as a means of measuring the Code's effectiveness.

5.5 The application of the Code will be reviewed annually by the Board to ensure that the standards of the Code meet identified objectives and consumer expectations. The review report will be made available to the NCC and the Minister, and be made available on the CGSO website.

SECTION D

6. ESTABLISHMENT AND POWERS OF THE CGSO

6.1 The CGSO shall adhere to the Terms of Reference of this Code.

6.2 Sustainable Funding Model:

6.2.1 Participants shall contribute to the funding of the operations of the CGSO by means of the payment of a joining fee and an annual levy and (if necessary) a special levy, as shall be determined from time-to-time by the Board of the CGSO.

6.2.2 In determining the joining fee, annual levy and special levy, the Board may have regard to the relative market share of the Participants, the anticipated number of complaints to be dealt with by the CGSO annually and the costs of operating the CGSO.

6.2.3 With reasonable notice to the Participants, a special levy may be raised when deemed necessary by the Board to provide for unanticipated expenditure incurred by the CGSO due to increased caseloads or any other reason acceptable to the Board.

6.2.4 The Board shall from time-to-time determine the scale of fees to be charged to any entity which falls outside of the CGSO's jurisdiction and with which the CGSO has entered into an agreement to render dispute resolution services.

6.2.5 The mechanisms for calculating the fees and levies and the current level of fees and levies for Participants shall be published on the CGSO website.

6.2.6 The CGSO shall be entitled to take legal action to recover any outstanding fees or levies owed by a Participant.

6.3 Complaints-Handling Procedure

6.3.1 The Ombudsman shall ensure a fair and an ethical complaints-handling procedure, as outlined in section F below.

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SECTION E

7. TERMS OF REFERENCE AND OPERATING PROCEDURE FOR THE CGSO

7.1 The terms of reference seek to establish the appropriate operating procedures so as to meet the objectives of the preamble of the Code.

7.2 These operating procedures are aimed at:

7.2.1 describing the manner in which the CGSO operates;

7.2.2 assisting staff members of the CGSO to carry out their duties; and

7.2.3 ensuring that Complaints are dealt with, both timeously, fairly, consistently and effectively.

7.3 The CGSO may enter into an agreement with any person for the performance of any specific act or function or the rendering of specific services in resolving a Dispute or carrying out its functions.

8. MAINTAINING THE INDEPENDENCE OF THE CGSO

8.1 The CGSO may assist in resolving any Disputes arising within the Industry.

8.2 The CGSO is controlled by the Board. The Board is appointed in accordance with the provisions of the MOI and the composition of the Board shall be in terms of the MOI.

8.3 The Ombudsman shall act independently, fairly and objectively in resolving Disputes. The Ombudsman enjoys security of tenure and can only be dismissed in accordance with fair administrative procedures, as provided for in the Promotion of Administrative Justice Act, 2000 (Act No. 3 of 2000), on the grounds of incompetence, gross misconduct, or inability to effectively carry out his or her duties.

8.4 The independence of the CGSO and the Ombudsman is further assured by the fact that the Ombudsman and employees of the CGSO are:

8.4.1 entirely responsible for the handling and determination of complaints;

8.4.2 accountable only to the Board; and

8.4.3 adequately resourced to carry out their respective functions.

8.5 The CGSO shall:

8.5.1 act honestly, independently, fairly and objectively;

8.5.2 have regard to fairness, justice, equity and the provisions of the CPA and the Code;

8.5.3 balance the rights of the Consumers on the one hand and the rights of the Participant and Industry on the other hand;

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8.5.4 avoid discriminating against anyone on the grounds contemplated in section 9(3) of the Constitution of the Republic of South Africa, 1996 (Act No. 108 of 1996) and section 8 of the CPA; and

8.5.5 take reasonable steps to accommodate the needs of persons with disabilities and to eliminate obstacles that may unfairly limit or restrict persons with disabilities from using the services of the CGSO.

8.6 The criteria to be used in resolving Disputes includes:

8.6.1 the law, especially the CPA and the Code (in all cases where there is a conflict between the interpretation of the CPA and the Code), the CPA shall prevail;

8.6.2 applicable industry codes, guidelines; and

8.6.3 fairness in all circumstances.

9. FUNCTIONS OF THE CGSO

9.1 The CGSO's functions include the following:

9.1.1 upon receipt of a Complaint, investigating and evaluating the alleged contraventions of the Code;

9.1.2 attempting to facilitate a settlement between the Parties;

9.1.3 making a recommendation as to how the Dispute should be settled by the Parties;

9.1.4 at the request of a Party to a Dispute, recording the resolution of a Dispute in the form of an order in terms of section 70(3)(a) of the CPA;

9.1.5 at the request and at the costs of the Parties to a Dispute, submitting the order to the Tribunal or High Court to be made a consent order, in terms of section 70(3)(b) of the CPA;

9.1.6 with the consent of a Complainant, including in the consent order, an award of damages to the Complainant in terms of section 70(4) of the CPA;

9.1.7 terminating the process by notice to the Parties in terms of section 70(2) of the CPA;

9.1.8 educating the general public, Consumers, Participants, staff of Participants and any other interested parties regarding the existence of the CGSO, its procedures, where and how to lay a Complaint, the relevant time period, the resources available and how to obtain feedback on the status of the Complaint and providing all necessary assistance to the Parties;

9.1.9 providing access to information in accordance with the Promotion of Access to Information Act, 2000 (Act No. 2 of 2000); and

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9.1.10 striving for continual improvement of the complaints-handling process and the quality of the service provided by the office, by amongst other things, regularly testing the levels of satisfaction of Complainants with the complaints-handling process.

9.2 In particular, the CGSO shall:

9.2.1 receive and deal with Complaints and Disputes free of charge;

9.2.2 determine whether or not a complaint falls within the CGSO's jurisdiction;

9.2.3 decline to deal with or discontinue dealing with those matters:

9.2.3.1 that do not fall within the CGSO's jurisdiction; or

9.2.3.2 in which the Complainant has failed to respond to requests from the CGSO for information or comments within the time reasonably stipulated by the CGSO; or

9.2.3.3 that are trivial, frivolous or vexatious; or

9.2.3.4 in which the Complaint does not allege any facts which, if true, would constitute grounds for a remedy under the Code or CPA; or

9.2.3.5 and terminate the process by notice to the parties.

9.2.4 refer Complaints that would more appropriately be dealt with by another body to that body;

9.2.5 explore any reasonable prospect of resolving a Complaint by a Facilitated Settlement acceptable to both Parties and, where appropriate, make a suggestion or Recommendation to the Parties regarding how the matter should be settled;

9.2.6 request a Participant or his agent involved in a Complaint or Dispute to provide any relevant information to the CGSO, which in the view of the CGSO relates to that Complaint and its necessary resolution;

9.2.7 set and, on good cause shown, extend time limits relating to any issues involved in attempting to resolve the Dispute after giving due regard to any objection from either of the Parties and to the urgency of the matter and to any other relevant circumstances;

9.2.8 inform Complainants of further options available to them, if their Complaints are not resolved following the assistance provided by the CGSO;

9.2.9 report any non-compliance with the CPA or the Code by a Participant to the NCC, in order for it to investigate the allegations;

9.2.10 report any attempts to influence or harass the Ombudsman or the staff of the CGSO or any Consumer by a Participant to the NCC;

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9.2.11 compile an annual report within 6 (six) months of the close of its financial year regarding the operations and effectiveness of the CGSO and make the report available to stakeholders, including the NCC, through the CGSO website and other suitable means. This report must include data regarding:

9.2.11.1 Complaint type;

9.2.11.2 business complained about;

9.2.11.3 the type and frequency of the Complaint;

9.2.11.4 how the Complaint was resolved;

9.2.11.5 time taken to deal with Complaints;

9.2.11.6 type of sanction(s) imposed; and

9.2.11.7 financial statements and audit reports.

9.2.12 collect data about the cause of the Complaints, identify systematic and recurring problems which Participants need to address; and make recommendations to Participants as to how to deal with these recurring problems and identify ways of increasing compliance;

9.2.13 produce annual reports on the operations and effectiveness of the Code, which shall be made readily available to all stakeholders and interested Parties. The reports should provide important feedback for management and staff within the Industry or continually improve compliance with the CPA;

9.2.14 address each Complaint in an equitable, objective and unbiased manner through the complaints handling process;

9.2.15 engage the services of an interpreter for Consumers who may require such assistance as and when required;

9.2.16 classify and analyse all Complaints in order to identify systematic, recurring and single incidents and trends;

9.2.17 develop internal rules, forms and procedures that are not in conflict with the provisions of the Code or CPA.

9.3 The Accounting Authority of CGSO

9.3.1. The Ombudsman or a duly delegated individual is the accounting authority of the CGSO and shall be responsible for the due, proper and diligent implementation of financial management system and controls including ensuring that proper accounting records are kept which includes:

(a) All income and expenditure of the CGSO;

(b) All revenue collected by the CGSO; and

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(c) All assets and the discharge of all liabilities of the CGSO.

9.3.2. CGSO shall monitor and keep record of all non-complying suppliers and such record shall be provided to the NCC on a quarterly basis for the NCC to consider further steps to be taken.

9.3.3. CGSO shall sign a Compact Agreement with the NCC that will regulate monitoring the process as envisaged by section 82(7) of the CPA.

9A. POWERS, DUTIES AND FUNCTIONS OF THE BOARD

9A.1 It is the duty of the Board to act in the best interest of the Ombud in order to promote the spirit of good governance and social responsibility.

9A.2 The Board is required to act in the manner that efficiently fulfils the objectives of the Ombud and act in the manner that promote the values and principles of the Constitution.

9A.3 The Board should direct, govern and provide strategy in relation to the governance of the Ombud.

9A.4 The Board must provide a forum where the interest of all stakeholders/participants are addressed.

9A.5 The Board should ensure that the Ombud acts impartially and is seen to be a responsible corporate citizen.

9A.6 The Board shall endeavour to ensure that all members are responsible and take part in the development of strategy, and such strategy must be set in accordance with objectives of the Ombud.

9A.7 The Board shall be responsible to identify risks, and processes to mitigate such risks.

9A.8 Conflict of interest must be managed and the interest of the Ombud shall take precedence.

9A.9 The Board must ensure that there is an effective risk-based internal audit.

9A.10 The Board must ensure that proper and sound system is put in place to ensure that there is appropriate financial reporting.

9B. INTERNAL DISPUTE RESOLUTION BETWEEN CGSO AND ITS MEMBERS

9B.1. In the case of a dispute arising between CGSO and any of its members, the parties shall endeavour to resolve the dispute by negotiation. This entails that one party invites the other in writing to a meeting and to attempt to resolve the dispute within seven days from date of the written invitation.

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9B.2. In the event the dispute is not resolved through that process, either party can request in writing that the parties attempt in good faith to resolve the dispute promptly by referring the dispute for mediation, and the parties shall ensure that they mediate in good faith.

9B.3. If the dispute remains unresolved after it was referred for mediation, the parties can refer the matter for arbitration or to court at their own costs. The arbitrator's decision shall be final and binding between the parties.

9B.4. The Parties shall agree to the name of an arbitrator, failing which, the parties shall refer the matter to the Arbitration Foundation of South Africa who shall nominate an arbitrator among its panel of arbitrators, to preside in that dispute.

9B.5. The arbitrator shall have powers to make an order as to costs thereof.

10. THE JURISDICTION OF THE CGSO

10.1 **Eligible Complainants**

10.1.1 Subject to 10.3 below, the CGSO may consider a Complaint brought by or on behalf of a Consumer who is:

10.1.1.1 a private individual; or

10.1.1.2 a juristic person.

10.2 **The CGSO can deal with:**

10.2.1 Disputes arising in terms of the Code between Complainants on the one hand and Participants on the other hand; and/or

10.2.2 Complaints concerning alleged contraventions of the CPA or the Code.

10.3 **Limits to the CGSO's jurisdiction**

10.3.1 Amounts Involved: In line with the threshold (limit) determined by the Minister under section 5(2) (b) of the CPA, the CGSO may not consider a Complaint or Dispute that relates to a Juristic Person as a Consumer whose asset value or annual turnover equals or exceeds the threshold amount determined from time-to-time by the Minister in terms of section 6(1) of the CPA.

10.3.2 Time Limit: The CGSO may not consider a Complaint or Dispute that relates to an act or omission which occurred before 1 April 2011 or in any event more than 3 (three) years prior to the date when the Complaint was lodged with the CGSO in order to ensure that such claims do not become prescribed by law. The period of 3 (three) years commences on the date on which the Complainant became aware or ought reasonably to have become aware of such occurrence, whichever occurs first. If the

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Complaint or Dispute is older than two years, the CGSO should advise the Complainant of the danger of it prescribing.

10.3.3 Other Processes: After a preliminary assessment of the Complaint, or Dispute, or at any stage during the process that any of the factors referred to below become apparent, the CGSO shall not further consider a Complaint or Dispute that in the opinion of the Ombudsman:

10.3.3.1 falls within the jurisdiction of any other Ombud with Jurisdiction as per its enabling legislation; or

10.3.3.2 is based on the same event and facts as any matter which is, was, or becomes, the subject of any proceedings in any court, tribunal or regulatory body or any Ombud with Jurisdiction of any jurisdiction, unless the CGSO has considered it appropriate to intervene and is not prohibited from doing so under any law; or

10.3.3.3 could more appropriately be dealt with by the police, a court of law, by any regulatory body or through any other dispute resolution process.

10.4 Excluded: After a preliminary assessment of the Complaint or Dispute, or at any stage during the process that any of the factors referred to below becomes apparent, the CGSO shall not further consider a Complaint or Dispute that in the opinion of the Ombudsman:

10.4.1 is being pursued in an unreasonable, frivolous, vexatious, offensive, threatening or abusive manner or if the Complainant fails to co-operate with the process;

10.4.2 does not allege any facts which, if true, would constitute grounds for a remedy under the Code or CPA;

10.4.3 is lacking in substantive merit;

10.4.4 has been substantially dealt with by the CGSO;

10.4.5 is based on the same events and facts as any matter which is, was or becomes, the subject of any proceedings in any court or other independent dispute-resolving body;

10.4.6 is under consideration by a legal practitioner on behalf of a Consumer, whether or not with a view to institute legal proceedings, unless the Ombudsman determines that the involvement of a legal practitioner is appropriate in the circumstances.

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10.5 Termination by the Complainant: A Complainant may at any time terminate the CGSO's handling of the Complaint and resort to litigation or another dispute resolution process by withdrawing the Complaint in writing to the CGSO.

10A. DUAL MEMBERSHIP

10A.1 The CGSO may consider a complaint or dispute which falls within the ambit of the CGSO's jurisdiction as defined in the Code; and where the complainant and/or respondent is also a member of an industry which falls within the mandate of another accredited Ombudsman.

10A.2 This will ensure greater co-ordination and collaboration between Ombuds accredited in terms of section 82(6) of the CPA and facilitate the achievement of the objectives set out in the CPA by:

10A.2.1 retaining specialist industry expertise;

10A.2.2 harmonised and consistent approach and application of industry specific legislation;

10A.2.3 decrease forum shopping by members of overlapping industries;

10A.2.4 minimise complexity for consumers and respondents where there is a potential overlap;

10A.2.5 decrease barriers to access;

10A.2.6 reduce resolution time periods; and

10A.2.7 increase consumer awareness.

10A.3 Members of an industry, who operate across accredited Ombud jurisdictions and fall within the ambit of more than one accredited Ombud, must pay funding contributions to the applicable Ombuds. Therefore, funding contributions must be reduced in accordance with overlap by the respective accredited Ombuds.

10A.4 Complainants may lodge complaints with any applicable accredited Ombud in any applicable jurisdiction under the CPA , provided that an Ombud receiving a complaint that is outside its ambit of expertise or it becomes apparent that the complaint is more suitable to be dealt with by another accredited Ombud, must refer the complaint promptly to the other Ombud, with the consent of the complainant.

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SECTION F

11. THE COMPLAINTS PROCESS

STAGE 1: LAYING THE COMPLAINT

11.1 Referral to Participant:

11.1.1 Refer Complaint: A Complainant may first refer the matter in Dispute to the Participant to be dealt with, in accordance with the Participant's Internal Complaints-Handling Process. Should the Consumer initiate his or her Complaint at the CGSO, without having referred it to the Participant first, the CGSO shall refer the Consumer back to the Participant.

11.1.2 Time Limits for Logging the Complaint: The Complainant must refer the Complaint to the Participant as soon as practically possible after the Complainant has become aware of it as contemplated in clause 10.3.2 above.

STAGE 2: REFERRAL TO THE OFFICE OF THE CONSUMER GOODS AND SERVICES OMBUD

11.2 Complaining to the CGSO:

11.2.1 Referral to CGSO: A Complainant who referred a Complaint to the Participant concerned, and who is dissatisfied with the manner in which the Participant is dealing with it, or how it has been dealt with, or the outcomes thereof, may, if a matter is not resolved by the Participant within 15 Business Days or such extended period as agreed upon between the Parties, refer the Complaint to the CGSO within a reasonable time in the form or format as presented in Annexure "B" or such other form or format adopted by CGSO from time-to-time, by calling its call centre on 0860 000 272 or by such other means acceptable to the CGSO. The Complaint form may be submitted by hand, mail, fax, email or in any other format acceptable to the CGSO at the following addresses:

11.2.1.1 *Physical Address*: Association House, Bond Street Business Park, cnr Bond Street and Kent Avenue, Ferndale, Randburg; or

11.2.1.2 *PO Box* 168, Randburg, 2125; or

11.2.1.3 *Fax:* 086 206 1999; or

11.2.1.4 *Email*: info@cgso.org.za

11.2.2 Time Limits for Complaining: The Complainant must refer the Complaint to the CGSO as soon as is reasonably possible and within the time limits specified in clause 10.3.2 above.

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11.2.3 Acceptance of Complaint: The Complaint with the supporting information shall be recorded and issued a unique identifiable code. The recordal should identify the remedy sought by the Complainant and any other information necessary for the effective handling of the Complaint. Receipt of each Complaint shall be acknowledged within 2 (two) business days either via email, fax or telephone call to the Complainant.

11.2.4 Initial Assessment of the Complaint: After receipt, each Complaint shall be initially assessed to ascertain whether it falls within the jurisdiction of the CGSO. It will also be assessed in terms of severity, safety implications, complexity, impact and the need and the possibility of immediate action.

11.2.5 Time Limits of Complaint Resolution: The CGSO shall make every effort to resolve all Complaints within 60 (sixty) business days of receipt by it, failing which it will refer the Complaint to the NCC or motivate to the NCC for an extension of this time limit.

11.2.6 Tracking the Complaint: The Complaint shall be tracked from the time of receipt through the entire process until the matter has either been finalised by the CGSO, or the Consumer has been referred to the NCC or elsewhere. An up-to-date status report shall be made available to the Complainant upon request and at regular intervals, at least at the time of pre-set deadlines.

11.2.7 Processing of Complaint: Referral:

11.2.7.1 When the CGSO receives a Complaint that does not fall within the CGSO's jurisdiction, the CGSO shall decide which other body (including the NCC), if any, would be best able to assist the Complainant and shall inform the Complainant either by fax, telephone or email.

11.2.7.2 The discretion to refer the Complaint to alternative bodies vests in the CGSO. If it decides to do so, the CGSO will give the Complainant a copy of the referral letter which it sends to such alternative body. Once the decision has been made to refer the Complaint, it must be referred to the relevant body within 2 (two) Business Days of it being received by the CGSO.

11.2.7.3 If the Complaint is one that appears to fall within the CGSO's jurisdiction and the Complainant has not taken the matter up directly with the Participant as a first step in trying to resolve the matter, the CGSO will advise the Complainant to refer the matter to the Participant to give the Participant the opportunity to resolve the

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Complaint. Alternatively, the CGSO may directly refer the matter to the Participant with the permission of the Complainant;

11.2.7.4 The CGSO may refer a Complainant to either the Retailer or Manufacturer, or both, as the CGSO deems appropriate in the circumstances.

11.2.7.5 Any Complainant who is advised to refer the matter to the Participant will also be informed that he or she can again approach the CGSO, if the Complaint is not resolved to the satisfaction of the Complainant within 15 (fifteen) Business Days or such extended period as agreed upon between the Parties.

11.2.7.6 If it would, in the CGSO's opinion, with particular reference to section 3(1)(b) of the CPA (vulnerable consumers), cause a Complainant undue hardship or inconvenience to refer complaint to the Participant before obtaining the CGSO's assistance, the CGSO may deal with the Complaint as if the Complainant has approached the Participant.

11.2.7.7 If the Complaint is one that appears to fall within the CGSO's jurisdiction and the Complainant has already taken up the matter with the Participant, the CGSO shall inform the Designated Officer, in writing, that a Complaint has been lodged with the CGSO and that the Participant shall have 15 (fifteen) Business Days from receipt of the communication to investigate and attempt to resolve the Dispute with the Complainant or to provide the CGSO with its reasons for repudiating the Complaint. The Participant may upon request and at the discretion of the CGSO, be permitted additional time to resolve the matter.

11.2.7.8 The CGSO will provide the Participant concerned with full details of the Complaint, including copies of the relevant documentation submitted to CGSO, to the extent the CGSO considers it necessary, by fax or email.

11.2.7.9 The Participant must acknowledge receipt of the notification within 2 (two) Business Days and may do so by letter delivered by hand, fax or email.

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STAGE 3: COMPLAINT RESOLUTION BY THE PARTICIPANT

11.3 Intervention by the Participant:

11.3.1 If a Complainant is referred to a Participant by the CGSO in terms of clause 11.2.7.6 above, the Participant shall:

11.3.1.1 contact the Complainant to clarify any issue, to ascertain the essence of the Complaint and to attempt to settle the Complaint to the reasonable satisfaction of the Complainant.

11.3.1.2 if able to resolve the Complaint, provide CGSO with reasonable proof that the Complaint has been settled and that any undertaking made by the Participant has been complied with;

11.3.1.3 undertake any investigation that is necessary; and the level of investigation shall be commensurate with the seriousness, frequency of occurrence and severity of the Complaint;

11.3.1.4 if the Participant is unable to resolve the Complaint referred to it by the CGSO in terms of clause 11.2.7.6 it shall provide the CGSO with a report outlining the investigation that it undertook and the reasons that the matter was not resolved and its reasons for repudiating the Complaint;

11.3.1.5 if the participant fails to provide the report referred to in 11.3.1.4, this shall not prevent the CGSO from making a Recommendation based only on the information before it;

11.3.1.6 if the CGSO is of the view that the Participant has provided the assistance sought by the Complainant or provided an acceptable explanation for its conduct complained of, the CGSO may inform the Complainant and Participant of this fact and indicate that the file will be closed unless the Complainant challenges the view, or provides new information to CGSO within 10 (ten) Business Days;

11.3.1.7 during the times set in terms of clause 11.2.7.6 above, the CGSO may facilitate a settlement between the Participant and the Complainant if the CGSO considers that it would be appropriate and helpful to do so.

11.3.1.8 When dealing with Complaints, the Participant should make readily available to customers, complainants and other interested parties

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information concerning the Internal Complaint-Handling Process, including the CGSO's brochures and the member's pamphlets, or electric-based information. Such information should be provided in plain language and, so far as it is reasonable, in formats accessible to all, so that no complainants are disadvantaged. The following are examples of such information:

- where Complaints can be made;
- how Complaints can be made; and
- the Complaints process.

11.3.1.9 If the Participant is not able to resolve the matter within 15 (fifteen) Business Days or such extended period as agreed between the Parties, the Participant shall advise the Complainant of the right to refer the matter to the CGSO and provide the Complainant with the CGSO's contact details.

STAGE 4: INVESTIGATION AND COMPLAINT RESOLUTION BY THE CGSO

11.4 Investigation by the CGSO:

11.4.1 The CGSO may, if it decides that it requires these for the purpose of arriving at the resolution of a matter:

11.4.1.1 require the Designated Official of the Participant to provide it with records of the transaction or process that gave rise to the Dispute, including:

11.4.1.1.1 sales records (including recorded transactions);

11.4.1.1.2 advertising copy; and

11.4.1.1.3 inspection or repair records.

11.4.1.2 require, the Designated Officer of a Participant to provide it with a statement from any technical, legal, sales, marketing, complaints-handling and other personnel working on behalf of the Participant, as appropriate to the Complaint;

11.4.1.3 require comment or clarification from either the Complainant or the Participant (both Retailer and Manufacturer if considered appropriate) on any other matter, including information provided by the other Party;

11.4.1.4 require the Complainant or Participant, whichever is appropriate, to provide it with the Goods to which the Complaint or Dispute relates for inspection or testing, if the Goods are still available;

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11.4.1.5 the CGSO may consult any person it considers suitably qualified to assist it in resolving the Complaint;

11.4.1.6 the Complainant or the Participant must make every effort to comply with the requests made by the Ombudsman with 10 (ten) Business Days, unless good cause can be shown.

11.5 Facilitation by the CGSO:

11.5.1 The CGSO may, in order to settle a Complaint speedily, make an assessment of its merits without doing an investigation and suggest to the Parties how the matter should be settled.

11.5.2 The CGSO may, after collecting relevant records and information, form an initial view on the matter with respect to the Participant's potential liability and the remedies, if any, it believes the Complainant is entitled to. The possible outcomes include:

11.5.2.1 resolving the matter as requested by the Complainant;

11.5.2.2 providing some but not all of the remedies requested; or

11.5.2.3 providing none of the remedies requested and advising the Complainant of other options available to the Complainant.

11.5.3 The CGSO shall communicate its view to the Participant and to the Complainant as soon as the decision is taken and invite their responses;

11.5.4 The Participant and the Complainant must advise the CGSO within 10 (ten) Business Days of receiving the said communication as to whether they accept the terms of the recommendation or not;

11.5.5 If the matter is resolved as a result of both Parties to the Dispute accepting the CGSO's proposed resolution, or acquiring the CGSO's assistance in arriving at a mutually acceptable compromise settlement, the resolution must be recorded and carried out. The CGSO may at the request of the Parties to a Dispute record the resolution of the Dispute in the form of an order in terms of section 70(3)(a) of the CPA;

11.5.6 If a resolution is not agreed upon at this stage, the CGSO shall inform the Parties of further options available to them, including a Recommendation by the Ombudsman.

11.6 Mediation by the CGSO:

11.6.1 The CGSO may, without doing an investigation, in its discretion, mediate any matter that the Ombudsman believes is appropriate for mediation, taking into consideration the wishes of the Parties and the nature of the Complaint. The involvement of legal representatives shall not be permitted except at the discretion of the mediator.

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11.7 Recommendation by Ombudsman:

11.7.1 The Ombudsman may, in any case where a matter has not been settled through Mediation or Facilitation, make a written recommendation setting out how the matter should be resolved and the reasons for the Recommendation. Where the matter has been referred to both the Retailer and Manufacturer, the Recommendation should state which of the two, if either, the Ombudsman consider to be liable;

11.7.2 Prior to making a Recommendation, and subject to the considerations of Confidentiality, the Ombudsman shall, to the extent considered appropriate, permit each of the Parties to comment on the information provided to the CGSO by the other during the investigation, Mediation or Facilitation stage;

11.7.3 The Participant and the Complainant must advise the Ombudsman in writing within 10 (ten) Business Days from receiving the Recommendation whether they accept the terms of the recommendation or not;

11.7.4 Neither a Complainant nor Participant shall be bound to accept a Recommendation made by the Ombudsman, but if a Participant does not accept a Recommendation that has been accepted by the Complainant, the number of those cases and those details thereof that the Ombudsman considers appropriate shall be published in the CGSO's annual report and by other means that the Ombudsman considers appropriate;

11.7.5 If the Complainant rejects the Recommendation or fails to respond within the time limit set in 11.7.3, the Recommendation will fall away and the file may be closed;

11.7.6 If the matter is resolved as a result of both Parties to the Dispute accepting the Ombudsman's Recommendation, the CGSO may, at the request of the Parties to the Dispute, record the resolution of the Dispute in the form of an order in terms of section 70(3)(a) of the CPA;

11.7.7 If both Parties accept the terms of the Recommendation, they must comply with its provisions within the period of time prescribed in the Recommendation. If either Party fails to comply, the CGSO shall inform the Parties of further options available to them, including a referral to the NCC or Tribunal, and the recording of the resolution of the Dispute in the form of an order and having made an order of court or the institution of legal proceedings, both of the last two mentioned options are at the Parties' own expense;

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11.7.8 If a resolution is not agreed upon at this stage or if a Party fails to comply, the CGSO shall inform the Parties of the further options available to them, including a referral to the NCC and the institution of legal proceedings at the Parties' own expense, if so advised.

SECTION G

12. CONFIDENTIALITY

12.1 Subject to any other law, personally identifiable information shall be kept confidential by the CGSO and be protected, except to the extent that it is necessary to provide it to a Party for the sole purpose of resolving a Dispute, or unless the disclosure is required by law, or consent for disclosure is obtained from the Party concerned.

12.2 If any Party to a Complaint supplies information to the CGSO and requests, in writing, that it be treated as Confidential Information, the CGSO shall determine whether the information should be treated as Confidential Information.

12.3 If the CGSO determines that the information should be treated as Confidential Information, the CGSO may nevertheless use the information to reach a decision adverse to the Party to whom the Confidential Information was denied.

12.4 If the CGSO determines the information should not be treated as Confidential Information, the CGSO shall provide reasons thereof and inform the disclosing Party that the CGSO is not entitled to use the information to reach a decision adverse to the Party to whom the Confidential Information is denied, unless the objecting Party consents to that information being provided to the other Party.

12.5 Subject to the other provisions of this clause, as far as it is practical and at the sole discretion of the CGSO, all documentation should be provided to both Parties to a Dispute, provided that the CGSO may provide Parties with written notice indicating that the documents or information are available on request.

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SCHEDULES

ANNEXURE A

MATTERS RELATING TO THE APPOINTMENT, TENURE AND POWERS OF THE OMBUDSMAN

1. APPOINTMENT OF THE OMBUDSMAN

1.1 The Board will appoint the Ombudsman whom is expected to have the following personal qualities, qualifications, skills or expertise to be eligible for appointment:

1.1.1 be independent;

1.1.2 be fit and proper person;

1.1.3 demonstrate high levels of competency, capability and financial soundness;

1.1.4 have sound leadership qualities and skills;

1.1.5 be able to manage and lead a service-driven organisation;

1.1.6 have at least 10 (ten) years of experience in a senior executive role relating to alternative dispute resolution or an ombudsman office;

1.1.7 be legally qualified and be admitted as an Attorney or Advocate; or

1.1.8 be qualified and experienced in economics, commerce and industry and public affairs.

1.2 No person who has been employed by a Participant within a 3 (three) year period prior to applying for the post of Ombudsman, may be appointed.

1.3 No person who has any direct or indirect business interest in any Participant may be appointed as Ombudsman.

1.4 The Process for the appointment of the Ombudsman shall be conducted in an open and transparent manner.

1.4.1 The Board shall appoint a special sub-committee for the Ombudsman's recruitment process. This sub-committee will be called the "Recruitment Committee". The Recruitment Committee shall consist of the Chairperson of the Board, one Industry representative, one consumer body representative and one association representative.

1.4.2 The Recruitment Committee shall advertise the position of Ombudsman at least two times in at least two national newspapers. A short listing of the most suitable candidates will be compiled and such candidates will be interviewed by the Recruitment Committee. Once the Recruitment

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Committee has made a decision on the most suitable candidate it shall submit a fully motivated written recommendation in this regard to the Board. The Board will make their final decision on the appointment of the candidate by way of a majority vote.

1.4.3 The Ombudsman will be required to sign an employment contract stating the terms of his or her employment and same will be subject to an annual performance review. An Employment contract can either be full time or part time.

1.5 The Ombudsman will be appointed for a fixed period of 3 (three) years. Once this 3 (three) year term has ended, the Ombudsman will be eligible for reappointment for a further 3 (three) years by majority vote of the Board. Should the Board decide to extend the Ombudsman's term for a further 3 (three) years, then no formal recruitment and application process needs to be followed. The decision as to whether or not to reappoint the Ombudsman must be communicated in writing to the Ombudsman at least 1 (one) year prior to the term of his or her office ending. However, the Ombudsman may not serve more than two terms.

1.6 The Ombudsman may only be dismissed in accordance with the provisions of clause 8.3 of the Code.

1.7 Any decision to dismiss the Ombudsman must be taken by majority vote of the Board and the dismissal procedure must comply with clause 8.3 of the Code.

1.8 The Ombudsman must declare in writing to the Board should there be any actual or perceived conflict of interest which may exist or arise after or at the time of his or her appointment. This will include, but not be limited to, instances where an immediate family member such as parent, sibling or children of the Ombudsman are in the permanent employ of, or have business interests in a Participant.

1.9 There shall at all times be 1 (one) Ombudsman. If requested by the Ombudsman, the Board shall be entitled to appoint a deputy Ombudsman. The appointment and election of the deputy Ombudsman will take place by majority vote of the Board.

1.10 The Ombudsman may resign by giving 60 (sixty) days' written notice to the Board.

2. POWERS OF THE OMBUDSMAN

2.1 The Ombudsman is vested with the authority to make Recommendations relating to Complaints and Disputes.

2.2 The Ombudsman shall have the overall responsibility for the conduct of the day-to-day administration and business of the CGSO. In this regard the Ombudsman shall appoint employees and determine their terms and conditions of employment. The Ombudsman, on

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approval of the Board, may delegate these responsibilities including those outlined in section 2.4 below to the CEO.

2.3 The Ombudsman shall do anything that is necessary and expedient for the running of the CGSO, including issuing guidelines for the implementation and application of rules.

2.4 The Ombudsman shall be vested with the power to do what is necessary to give effect to the primary objectives of the CGSO. These powers will be exercised in accordance with the Terms of Reference and procedures determined by the Board. More particularly it has to:

2.4.1. Prepare and submit to the Board an annual report detailing the activities and finances of the CGSO for the year under review;

2.4.2. prepare and submit reports to the Board on current matters and activities relating to complaints;

2.4.3. promote and publicise the services provided by the CGSO through the media and consumer bodies;

2.4.4. identify and bring to the attention of the Participants undesirable practices to which a Participant might be a party, and to report to the Board such matters where the Participant is unable or unwilling to take remedial action;

2.4.5 appoint personnel to ensure the efficient management of complaints;

2.4.6. enter into agreements of purchase and sale and letting and hiring of property reasonably required for the purpose of the functioning of the CGSO;

2.4.7. open bank and other accounts necessary for the CGSO to perform its functions;

2.4.8 make recommendations to the Board for any necessary amendments to the Code and MOI of the CGSO.

2.4.8.1 any proposed amendments to the Code as accepted by the Board shall be forwarded to the NCC, to enable it to act in terms of section 82 (5) (c) of the CPA.

2.5 The Ombudsman shall have powers to delegate its powers/ functions upon Board's approval.

3. THE OMBUDSMAN STAFF

3.1 The CGSO's staff members and any other persons conducting alternative dispute resolution on its behalf should ideally have, appropriate experience to the subject matter of the complaint and the level of the CGSO process at which they are rendering the service:

3.1.1 qualifications and experience in law, commerce, industry and dispute resolution;

3.1.2 knowledge of the technical aspects of the goods and services provided in the Industry or access to technical assistance or expertise in this regard; and

3.1.3 an understanding of the CPA.

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CONSUMER GOODS & SERVICES OMBUD
Fairplay between consumer & supplier

ANNEXURE B

COMPLAINT FORM

INSTRUCTIONS:
Before completing the complaint form please confirm the following:

- ☐ The matter was referred to the participating business (the Participant) or its centralised dispute resolution mechanism and the Participant was given the opportunity to resolve the complaint.
- ☐ If the complainant is a business you confirm that the annual turnover is less than R2 000 000.00.
- ☐ Your complaint is not under consideration by a legal practitioner or subject to legal action.
- ☐ The cause of your complaint did not occur prior to April 2011 or more than 36 months ago.
- ☐ The complaint has/ is not been / being dealt with by a court, tribunal, other dispute-resolving body or Ombud.

TERMS AND CONDITIONS

Please familiarize yourself with the following terms and conditions before proceeding *(Our Terms of Reference are contained in the Code which is available on* www.cgso.org.za)

1. I hereby agree to abide by the Rules of the CGSO, as set out herein.
2. **I hereby agree that the information provided in this compliant form will be shared with the Participant in order to resolve my dispute.**
3. I agree that CGSO's decision is final when determining whether the complaint falls within the jurisdiction of the CGSO
4. The CGSO renders a service free of charge. No fee or charge may be imposed for any of the services rendered or for the supply of an application form.
5. I agree that I may withdraw my complaint at any stage.
6. I will inform the office of the CGSO in writing should I institute legal action against the supplier against whom this complaint is brought.
7. **The CGSO may in its discretion dismiss a complaint if:**
   a. I fail to provide any information timeously or at all;
   b. I fail to reply to any communication sent by the CGSO office timeously or at all;
   c. I become abusive, insulting or obtrusive towards the CGSO or its staff members, including when communicating with them. The CGSO will, in its sole discretion, determine whether or not I am abusive, insulting or obtrusive.
8. **I agree that there is no time frame within which my complaint will be resolved**. I understand that the process of investigating my complaint is a lengthy and cumbersome process.
9. Should I be dissatisfied with the final decision of the CGSO, **I cannot appeal that decision**, however I do have the right to approach the National Consumer Commission on telephone number 012 428 7000 / 086 000 3600.
10. **I agree that I may not publish any details of my complaint in any form of media**. Should I publish any details of my complaint during the investigation process the CGSO may, in its absolute discretion, decline to investigate the complaint further, if such publication is detrimental to the investigation process.
11. All letters, faxes, e-mails and all other documents submitted to and by the CGSO, myself the supplier are confidential. The CGSO shall decide which of the letters, faxes, e-mails and all other documents shall be disclosed to me or any other party.

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12. **I agree that I or my authorised representative shall not subpoena the CGSO and its staff members or call for any of the documents in the file of the CGSO to be discovered, should my complaint be the subject matter of a court case or any other alternative dispute resolution.**
13. I authorise the supplier to disclose to the CGSO any information it may have that is required during the investigation of my complaint.
14. The CGSO reserve the right to revise these rules and undertakings, at any time.
15. I agree that by lodging a complaint with the CGSO I am bound to the then current version of the rules (the "Current Version") from time to time and that, unless stated otherwise in the Current Version, all previous versions will be superseded by the Current Version.
16. Whilst every effort has been made by the CGSO to ensure the proper performance of this website, the accuracy of the information/images and the reliability of the information on this website, it cannot be guaranteed.
17. The CGSO makes no representations or warranties, whether express or implied, and assumes no liability or responsibility for the proper performance of this website and/ or the information and/or images contained on this website. In particular, we make no warranty that the website will meet your requirements, be uninterrupted, complete, timely, secure or error free.
18. **You hereby indemnify the CGSO, its staff members and the CGSO and agree to hold us harmless from any claim, demand or damage asserted by any third party due to or arising out of your use of the service or this website**.
19. **You indemnify and hold us harmless against all and any loss, liability, actions, suites, proceedings, costs, demands and damages of all and every kind, (including direct, indirect, special or consequential damages), and whether in an action based on contract, negligence or any other action, arising out of or in connection with the failure or delay in the performance of the services , or the use of the services, whether due to our negligence or not, or due to your failure to comply with these terms and conditions and/or any other requirements that we may impose from time to time.**
20. I agree that my complaint may be dealt with by the CGSO on the above rules. The information herein provided is to the best of my knowledge, true and correct. I understand that the submission of untrue information constitutes fraud and my complaint will be dismissed.
21. I have read and accepted these Rules Yes ☐ No☐

TELL US ABOUT YOURSELF

Full names of the complainant	Choose an item.
ID number of the complainant	
Age Group	Choose an item.
Gender	Choose an item.
Only fill in this part if the complainant is a company	Company Name: Company Turnover:
Complainant's Postal Address	PO Box Province Code

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Complainant's Physical Address	Province Code
Complainant's Cell phone number	
Complainant's Landline number	( )
Complainant's Alternative number	( )
Complainant's Fax number	( )
Complainant's E-mail address	

TELL US ABOUT THE ENTITY AGAINST WHOM YOU ARE LODGING THE COMPLAINT

Name of Supplier against whom complaint is made	
E-mail address of the Supplier	
Contact numbers of the Supplier	
Specify the branch of the Supplier	
Name of employee/ manager who assisted in store	

TELL US ABOUT YOUR COMPLAINT

Have you tried to resolve this complaint with the supplier before lodging the complaint with our office?	Choose an item.

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Date the problem was reported to the supplier	Click here to enter a date.
Date of purchase/ delivery of goods (whichever is later)	Click here to enter a date.
If this complaint is linked to an account or membership, please provide the account or membership number	
Was this product purchased online or in store?	Choose an item.
If in respect of goods, type of goods	Choose an item.
Product brand and model	
How much money are you claiming (if applicable)?	
How would you like this complaint to be resolved?	
How did you hear about CGSO?	
Date	Click here to enter a date.
Place	
Signature (if printed and scanned)	
CGSO Contact Details:	**Share Call: 0860-000-272**
Fax: 086 206 1999	**E-mail: info@cgso.org.za**
Short description of complaint	

PLEASE SUMBIT ALL SUPPORTING DOCUMENTS TOGETHER WITH THE COMPLAINT FORM

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DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 6179 **9 May 2025**

INVITATION FOR THE PUBLIC TO COMMENT ON THE DRAFT SOUTH AFRICAN AUTOMOTIVE INDUSTRY CODE OF CONDUCT IN TERMS OF THE CONSUMER PROTECTION ACT, 2008 (ACT NO.68 OF 2008)

I, Mr Mpho Parks Tau, in my capacity as the Minister of Trade, Industry and Competition, after recommendation made by the National Consumer Commission, do hereby in terms of section 82(2)(a) read with section 120(1)(a) of the Consumer Protection Act, 2008, publish the draft South African Automotive Industry Code of Conduct for public comment.

Any person who wishes to submit written inputs on the draft South African Automotive Industry Code of Conduct is hereby invited to do so within 45 calendar days from the date of publication hereof by -

a) posting such comments to the following address:
Private Bag X84
Pretoria, 0001

b) delivering such comments by hand at the following address:
Department of Trade, Industry and Competition, 77 Meintjies Street, Block B, 1st Floor, Sunnyside, Pretoria

c) mailing such comments electronically to the following addresses:
Consumers@thedtic.gov.za and SSasayi@thedtic.gov.za

Comments must be addressed to the Director-General: Department of Trade, Industry and Competition, and marked for the attention of Mr. Sibusiso Sasayi.

Mr Mpho Parks Tau, MP

Minister of Trade, Industry and Competition

30/04/2025

DRAFT SOUTH AFRICAN AUTOMOTIVE INDUSTRY CODE, 2025

VISION:

The Automotive Industry of South Africa will at all times endeavour to comply with the contents and spirit of the Consumer Protection Act 68 of 2008 when supplying goods and services to consumers.

MISSION:

The Automotive Industry of South Africa will achieve its vision in three ways, by:

1. Subscribing to this Code of Conduct;
2. Providing goods and services that are safe and at prices that are fair and reasonable; and
3. Publicly acknowledging the consumer's rights to be heard, to be informed, to have the right to safety, the right to choose, and the right to redress with regard to the South African Automotive Industry.

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PART A: SOUTH AFRICAN AUTOMOTIVE INDUSTRY CODE

1. INTRODUCTION

The South African Automotive Industry Code (the Code) was proposed by the automotive industry and recommended to the Minister of Trade and Industry by the National Consumer Commission in accordance with the provisions of Section 82(3) of the Consumer Protection Act, 2008 (Act No. 68 of 2008) (the Act). The Code regulates the interactions between

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persons conducting business in the automotive industry and their interactions with consumers.

Purpose of the Code is to regulate relations between persons conducting business within the automotive industry and to provide for a scheme of alternative dispute resolution mechanism between consumers and all participants in the industry and to create an industry Ombud to provide alternative dispute resolution services. Any provision in the Code that is inconsistent with the Act will be invalid.

The Code is an industry code and it applies to the entire Automotive Industry as defined in this code of conduct irrespective of whether such persons are members of any automotive industry association. The Code relates to the conduct for the supply of goods and services by the Automotive Industry and consumers within the Republic of South Africa and focuses on consumer protection, supplier guidance and fair business practices.

This Code will be implemented by the Motor Industry Ombudsman of South Africa (MIOSA) and its interpretation is vested in the MIOSA.

The Code provides for an Alternative Dispute Resolution process, within the Automotive Industry, and between:

- consumers and suppliers; and
- suppliers themselves, which will, amongst other things, include instances in which:
  - a supplier falls within the definition of consumer as envisaged in the Act;
  - a supplier falls under the threshold as determined by the Regulations to the Act;
  - supplier and manufacturer; and
  - consumer and manufacturer.

2. DEFINITIONS

The definitions in the Act will also apply to the Code.

In this Code:

— **"ADR"** means Alternative Dispute Resolution;

— **"the Act"** means The Consumer Protection Act, 2008 (Act No. 68 of 2008) and the Regulations thereto, as amended from time to time;

— **"Automotive Industry"** means importers, distributors, manufacturers, retailers,franchisors, franchisees; suppliers, and intermediaries who import, distribute, produce, retail or supply passenger, recreational, agricultural, industrial, or commercial vehicles, including but not limited to passenger vehicles, trucks, motor

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cycles, quad cycles or, whether self -propelled or motor an internal combustion propelled engine for a boat, or import, distribute, manufacture, retail or supply any completed components and/or accessories to such vehicles, and/or renders a related repair or replacement service to consumers in respect of such vehicles; and trailers, and —anyone who modifies , converts or adapts vehicles.

— **"the Code"** means this Code of Conduct as amended from time to time;

— **"days"** means business days which is any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time;

— **"dealer"** means a retailer who supplies goods or services to the end-consumer;

— **"distributor"** in relation to any particular goods, means a person who, in the ordinary course of business—

(a) is supplied with those goods by a manufacturer; and

(b) in turn, supplies those goods to either another distributor or to a retailer.

— **"importer"** means, with respect to any particular goods, a person who brings those goods, or causes them to be brought, from outside the Republic into the Republic, with the intention of making them available for supply in the ordinary course of business;

— **"manufacturer"** includes a producer or importer and it means a person who: –

(a) manufactures or produces goods, or causes any goods to be manufactured or produced, with the intention of making them available for supply in the ordinary course of business; or

(b) by applying a personal or business name, trademark, trade description or other visual representation on or in relation to the goods, has created or established a reasonable expectation that the person is a person contemplated in clause (a) above ;

— **"member"** means any association, juristic or natural person forming part of the list or current associations as listed in schedule 1 hereto;

— **"MIOSA"** means Motor Industry Ombudsman of South Africa, established to assist in resolving disputes that arise in terms of the Act regarding any goods or services provided by the Automotive Industry to such consumers, including suppliers who are in turn also consumers within the industry supply chain;

— **"motor vehicle"** means any vehicle designed or adapted for propulsion or haulage on a road by means of fuel, gas or electricity or any other means, including a motorcycle, trailer, caravan, an agricultural or any other implement designed or adapted to be drawn by such motor vehicle;

— **"NCC"** means the National Consumer Commission;

— **"NCT"** means National Consumer Tribunal;

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— **"normal office hours"** means from 08H30 to 16H30 Monday to Thursday and 08H30 to 16H00 on Fridays;

— **"OEVM"** means the Original Equipment Vehicle Manufacturer, and for the purposes of this code includes the distributor, importer or manufacturer as the case may be;

— **"OECM"** means the Original Equipment Components Manufacture, and for the purposes of this code includes the distributor, importer or manufacturer as the case may be;

— **"trade associations"** means associations that act as a collective to represent, assist, educate and advise their members in matters of common interest;

— **"vehicle"** means any device, structure or machine that travels on or off a public road and includes agricultural, recreational(i.e. quadbike), industrial or commercial vehicles, including but not limited to passenger vehicles, trucks, trailers, motorcycles, quad, cycles, tricycles, whether self-propelled or not including an internal combustion engine for a boat; and

— **"used vehicle"** means a motor vehicle that has been previously licensed or registered and includes demonstration (demo) vehicles but excludes a vehicle or the components thereof disposed of as scrap or utilised for parts and not saleable as an operating vehicle.

3. REQUIRED PERFORMANCE STANDARDS

3.1 Individuals and businesses operating within the Automotive Industry are required to follow the purpose and policy of the Act, to refrain from prohibited conduct and particularly to, in their dealings with consumers, protect consumers from -

3.1.1. unconscionable conduct;

3.1.2. unfair, unreasonable, unjust contracts and contractual terms;

3.1.3. unfair, unreasonable, unjust or otherwise improper trade practices; and

3.1.4. deceptive, misleading, unfair or fraudulent conduct.

4. OBLIGATIONS BY SUPPLIERS REGARDING COMPLAINTS

4.1 Suppliers shall -

4.1.1.Establish internal complaints handling processes, including the following-

4.1.1.1.an internal complaints handling department, if any, of the supplier; and/or

4.1.1.2. a suitable complaints resolution procedure; and

4.1.1.3. the process to be followed by the consumer in order for such complaint to be lodged with MIOSA.

4.1.2. Display in or at all trading premises a notice that-

4.1.2.1. reflects that there is a Code which binds suppliers; and

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4.1.2.2. when requested by consumers, and at no cost, provide the consumers with the contact details of-

4.1.2.2.1 the particular internal complaints handling department, if any, of the supplier; and

4.1.2.2.2 MIOSA, including details relating to the process to be followed by the consumer in order for such complaint to be lodged.

4.1.3. Train, or if not possible inform all relevant staff members in respect of-

4.1.3.1. the Act and Regulations, as issued and/or amended from time to time;

4.1.3.2. the Code, as amended from time to time; and

4.1.3.3. general principles and procedures on effective handling of complaints.

4.1.4 . Attempt to resolve complaints and disputes in accordance with-

4.1.4.1. the spirit and provisions of this Code, the Act and Regulations; and

4.1.4.2. the spirit and provisions of dispute resolution procedures.

4.1.5. Make every reasonable effort to resolve complaints within 30 (thirty) days and if unable to do so, for reasons such as on-going technical testing or the like, then to inform the consumer thereof before the expiry of 30 (thirty) days.

5. NON-COMPLIANCE WITH THE CODE

5.1. Non-compliance with the Code is prohibited by Section 82(8) of the Act.

5.2. Where there is any non-compliance with the Code by suppliers within the Automotive Industry and such non-compliance is brought to the attention of the MIOSA, the matter will be investigated and dealt with in accordance with the MIOSA procedures.

5.3. The MIOSA may, in addition to any step taken in terms of its procedures, refer such non-compliance to the NCC.

5.4. Where there is any non-compliance with the Code by an importer, distributor, manufacturer, retailer, franchisor, franchisee, supplier and/or intermediary (members) within the Automotive Industry and such non-compliance relates to the non-payment of a due funding contribution, any competent court in the district where MIOSA is situated, is vested with jurisdiction to adjudicate such non-compliance.

PART B: ALTERNATIVE DISPUTE RESOLUTION

This part of the Code deals with specific sections of the Act that cater for the resolution of disputes through an ADR function such as MIOSA.

6. DISPUTE RESOLUTION MECHANISMS

6.1 If a matter is not resolved within 30 days of a dispute between a consumer and a supplier, the consumer may approach MIOSA.

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7. MAINTAINING THE INDEPENDENCE OF THE MOTOR INDUSTRY OMBUD

7.1. MIOSA is an alternative dispute resolution scheme accredited in terms of section 82(6) of the Act as the official ombudsman for the South African Automotive industry.

7.2. MIOSA must be engaged in the resolution of disputes arising within the automotive industry.

8. OBJECTIVE OF MIOSA

8.1 The objective of MIOSA is to consider and dispose of complaints in a procedurally fair, informal, economical and expeditious manner in accordance with the principles of natural justice and by reference to what is equitable in all the circumstances in accordance with the Act and its Regulations.

9. MIOSA SELECTION CRITERIA

9.1. The Ombud and all persons conducting alternative dispute resolution must ideally have-

9.1.1. suitable qualifications Bachelor's Degree and experience in economics, law, commerce, industry or public affairs and dispute resolution;

9.1.2. sufficient knowledge of the technical aspects of the goods and services provided in the Automotive Industry; and

9.1.3. sufficient knowledge and skill to comprehend the Act to ensure that the staff component of MIOSA will diligently and honestly conduct their day-to-day tasks.

9.2. An Ombud may not -

9.2.1. have any previous criminal conviction or conviction during her/his tenure of which dishonesty is an element;

9.2.2. be an un-rehabilitated insolvent or commit an act of insolvency during her/his tenure; and

9.2.3. have a current interest (manufacturing, importing, distribution or retail) directly or indirectly in the Automotive Industry or serve in any capacity with regard to policy-making bodies or industry associations within the Automotive Industry whatsoever.

9.3. Selection criteria and qualifications of the Board of Directors -

9.3.1. All Board members will be selected in terms of the Memorandum of Incorporation of MIOSA.

10. OMBUD APPOINTMENT PROCEDURES

10.1. An Ombud will be appointed as follows -

10.1.1. Subject to clause 10.3, each board member as well as the incumbent Ombud will have one vote;

10.1.2. A new Ombud will be elected by way of simple majority of votes of the Board of Directors following the completion of a diligent recruitment process; and

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10.1.3. The Ombud will be appointed for fixed periods of 5 (five) years at a time with the option of a single further 5 (five) year appointment.

10.2. Whenever a new Ombud is to be appointed, the new Ombud will be appointed three months prior to his/her commencement period of service and will be remunerated according to the remuneration criteria as set by the MIOSA Board for that specific period.

10.3. The Board of MIOSA will be required to invite applications from the general public who meet the selection criteria as set out in clause 9.3.1 above.

11. REMOVAL OF THE OMBUD

11.1 During the period envisaged in clause 10.1.3 above, the Ombud enjoys security of tenure and can only be dismissed on the grounds of gross misconduct, incompetence, or its inability to effectively carry out duties.

12. MINIMUM STANDARDS AND POWERS OF THE MIOSA

12.1. MIOSA to-

12.1.1. Register with the Companies and Intellectual Property Commission as a Non Profit Company in terms of the Companies Act, 2008 (Act No. 71 of 2008).

12.1.2. Comply with the requirements of the King Code of Governance Principles as amended from time to time.

12.1.3. At all times comply with the provisions of the Companies Act, 71 of 2008 and its regulations as amended from time to time relating to Non Profit Companies.

12.1.4. Comply with all government regulation and legislation concerning Broad-Based Black Economic Empowerment including the Preferential Procurement Framework requirements.

12.1.5. Be sufficiently resourced to perform and carry out its functions.

12.1.6. Not be influenced when making its decisions.

12.1.7. Be entirely responsible for the management and mediation of complaints.

12.1.8. Be accountable to the Minister, the Commissioner of the NCC and the Board.

12.1.9. Act independently, objectively, openly, fairly and honestly.

12.1.10 Have regard to the provisions of the Act as well as principles of the rule of law, of equality, fairness, justice and equity.

12.1.11 Equally and impartially balance the rights of consumers and the rights of suppliers.

12.1.12 Exercise its functions and duties in terms of these operating procedures.

12.1.13 Mediate complaints as efficiently and as speedily as is possible.

12.1.14 Ensure that its staff perform their functions in terms of and according to these operating procedures; and

12.1.15 be guided by the following considerations-

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12.1.15.1. the Act; and

12.1.15.2. the need to resolve disputes fairly and expeditiously.

12A. COMPOSITION OF THE BOARD

12A.1. The Board must consist of at least six and no more than seven voting directors appointed in terms of the Memorandum of Incorporation, on the basis of their knowledge, experience or qualifications relating to the functions of the Board.

12A.2 Before appointing the directors of the Board contemplated in clause 12A.1, the Board must invite nominations for directorship of the Board and the notice must specify a period of at least 30 days for nominations to be submitted.

12A.3. When appointing the directors of the Board, the Board must ensure there is broad representation of society, with due regard to race and gender.

12A.4. If the Board receives no nominations or an insufficient number of nominations within the period specified in the invitation, the Board may extend the period specified in the invitation for purposes of obtaining sufficient number of nominations.

12A.5. A director of the Board contemplated in clause 12A.1 holds office for the period determined by his or her appointment. Any person whose period of office has expired is eligible for reappointment.

12A.6. A person may not be appointed as director of the Board if that person-

12A.6.1. is not a South African citizen and ordinarily resident in the Republic;

12A.6.2. is an unrehabilitated insolvent;

12A.6.3. is disqualified under any law from practising that person's profession;

12A.6.4. has been convicted of an offence in the Republic, other than an offence committed prior to 27 April 1994 associated with political objectives, and sentenced to imprisonment without the option of a fine or, in the case of fraud or any other offence involving dishonesty, to a fine or imprisonment or both;

12A.6.5. has been convicted of an offence in a foreign country and sentenced to imprisonment without the option of a fine or, in the case of fraud or any other offence involving dishonesty, to a fine or imprisonment or both; or

12A.6.6 has at any time been removed from an office of trust on account of breach of a fiduciary duty.

12A.7. A director of the Board must vacate office if the director-

12A.7.1. resign by written notice addressed and delivered to the Chairperson of the Board;

12A.7.2. cease to hold any qualification necessary for that directors's appointment to the Board;

12A.7.3. is unable to perform his or her functions due to mental illness or severe or profound intellectual disability contemplated in the Mental Health Act, 2002 (Act No. 17 of 2002); or

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12A.7.4. become the subject of any disqualification contemplated in section 15 Companies Act, 2008 (Act No. 71 of 2008); or is removed from office by the Board, on good cause shown.

12A.8. The directors of the Board must elect and appoint a Chairperson from among themselves. The Chairperson holds office until such Chairperson resigns or ceases to be a director of the Board. If the Chairperson has been given leave of absence, the directors of the Board must elect a person from among themselves to act as Chairperson until the Chairperson resigns or resumes duty or is removed from office.

12B. BOARD'S MEETINGS

12B.1. The Board must hold at least four ordinary meetings every year.

12B.2. The Chairperson of the Board-

12B.2.1. may convene a special meeting of the Board; and

12B.2.2. must convene a special meeting within 14 days of receiving a written request to do so, signed by at least two members of the Board.

12B.3. The request contemplated in subsection (12B.2.2.) must clearly state the reason for the request.

12B.4. The Ombud may at any time request a meeting with the Board, should the need arise.

12B.5. The quorum for any meeting of the Board is a majority of the voting members of the Board in office at the time. A decision of the majority of the voting members of the Board at any quorate meeting constitutes a decision of the Board.

12B.6. A member of the Board who has any personal or financial interest must withdraw from the proceedings of the Board when that matter is considered.

12C. POWERS, DUTIES AND FUNCTIONS OF THE BOARD

12C.1 It is the duty of the Board to act in the best interest of MIOSA in order to promote the spirit of good governance and social responsibility.

12C.2 The Board is required to act in the manner that efficiently fulfils the objectives of MIOSA and act in the manner that promote the values and principles of the Constitution.

12C.3 The Board should direct, govern and provide strategy in relation to the governance of MIOSA.

12C.4 The Board must provide a link between MIOSA and other stakeholders in order to identify and take into consideration the interest of all stakeholders.

12C.5 The Board should ensure that MIOSA and/or Ombud acts and is seen to be a responsible corporate citizen.

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12C.6 The Board shall ensure that all members are responsible and take part in the development of strategy and such strategy must be set in accordance with objectives of MIOSA.

12C.7 The Board shall be responsible to identify risk and processes to mitigate such risk.

12C.8 Conflict of interest must be managed and the interest of MIOSA shall take precedence.

12C.9 The Board must ensure that there is an effective risk-based internal audit.

13. FINANCIAL AFFIARS OF MIOSA

13.1 MIOSA-

13.1.1. Financial year will be from 1 March to 28 February of each year;

13.1.2. is funded by the Automotive Industry in the manner as set out in Schedule 5;

13.1.3. shall provide the Commissioner of the NCC with a written report on the progress made with the compilation of the database once a year**;**

13.1.4. shall be responsible to collect all contributions due and owing by the members of the Automotive Industry;

13.1.5. may put out to tender the review of the database of all members of the Automotive industry and the collection of funding contributions from those members, provided that it will only be entitled to do so if the related expenditure has been approved as part of the annual budget;

13.1.6. Shall invoice the members of the Automotive Industry monthly on or before the 7th (seventh) day of each month and the invoices are payable monthly in arrears on or before the 20th (twentieth) day of each month;

13.1.7. Must deposit all funds in an account opened with a bank registered under the Banks Act, 1990 (Act No. 94 of 1990);

13.1.8. Must utilise all funds received for the defrayal of expenses incurred in the performance of its duties and may invest funds which are not required for immediate use;

13.1.9. Payments, excluding petty cash, must be made by way of cheques or Electronic Funds Transactions and/or debit orders drawn against the bank account of MIOSA and must be signed in a manner decided on by the Board after consultation with the Ombud; provided that all cheques, bills and other negotiable instruments to be drawn on MIOSA‘s bank accounts shall at all times require the approval of 2 (two) of the directors of MIOSA;

13.1.10. Funds standing to its credit at the end of the financial year, as well as funds invested, must be carried forward to the next financial year;

13.1.11. Shall , through the Ombud, submit an annual budget to the Board on 1 December of each year which budget will include, without limitation, the budget for -

13.1.11.1. Awareness and as per clause 16.3;

13.1.11.2. remuneration of the staff, including directors;

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13.1.11.3. operating capital in respect of normal business activities;

13.1.11.4. capital in respect of training for staff;

13.1.11.5. unforeseen contingencies; and

13.1.11.6. marketing in order to promote MIOSA.

13.1.12. Board must consider the proposed budget and furnish MIOSA with an approved budget by 31 December of each year; and13.1.13. Approved audited financial statements will be made available to all members by way of publishing the same in MIOSA's website, within one month of approval thereof.

13A. INTERNAL DISPUTE RESOLUTION MECHANISM BETWEEN MIOSA AND ITS MEMBERS

13A.1. In the case of a dispute arising between MIOSA and any of its members, the parties shall endeavour to resolve the dispute by negotiation. This entails that one party invites the other in writing to a meeting and to attempt to resolve the dispute within seven days from date of the written invitation.

13A.2. In the event the dispute is not resolved through that process, either party can request in writing that the parties attempt in good faith to resolve the dispute promptly by referring the dispute for mediation, and the parties shall ensure that they mediate in good faith.

13A.3. The parties shall agree on the name of the mediator who will facilitate the resolution of their dispute. Should the parties not agree, the NCC shall be asked to propose the name of the mediator.

13A.4. If the dispute remain unresolved after it was referred for mediation, the parties can refer the matter for arbitration.

13A.5. The parties shall agree on the name of the arbitrator. If parties fail to agree on the name of the arbitrator, the dispute shall be referred to the Association of Arbitrators (Southern Africa) NPC who shall appoint one of their members.

13A.6 The Complainant will bear the costs incurred in connection with the mediation and/or arbitration described in this section, inclusive of the fees and expenses of the mediator and/or arbitrator, the costs of obtaining the facility for the mediation and/or arbitration, and fees and expenses of any experts employed and therefore, In the event that the arbitrator shall award a decree in favour of the complainant, then MIOSA shall refund the successful party the full expenses incurred.

14. CONFLICT OF INTEREST

14.1. MIOSA must adopt a conflict of interest policy which includes at least the-

14.1.1. Identification of conflicts of interest in which the Ombud and/or any Director and/or employee of MIOSA have an actual or potential interest that may influence the objectivity of the Ombud and/or Director and/or employee in question;

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14.1.2. Provisions for avoiding any conflicts of interest, and where not possible, reasons therefore and procedures to mitigate such conflicts of interests, and internal controls to adhere to the policy;

14.1.3. Processes to disclose any conflicts of interest;

14.1.4. Rules relating to the giving and receipt of gifts, vouchers, incentives, hospitality or other benefits; and

14.1.5. Creation and maintenance of a gift register.

15. ACCOUNTABILITY

15.1. The Ombud is the accounting officer in respect of all funds received and all payments made in respect of expenses incurred by MIOSA.

15.2. The Ombud, as the accounting officer, must ensure that proper accounting records for the recording of all MIOSA‘s transactions are kept, which records will -

15.2.1. be kept at the main offices of MIOSA which are regarded as such from time to time by the Board; and

15.2.2. at all times during normal working hours, be available for inspection by the Minister, the NCC and MIOSA’s Board or their duly appointed and authorised representatives.

15.3. MIOSA shall ensure that financial statements consisting of-

15.3.1. An income and expenditure account for the financial year under observation; and

15.3.2. A balance sheet reflecting the financial position of MIOSA at the end of the financial year, are prepared by a firm of auditors appointed by the Board of MIOSA as soon as possible after the financial year end, but not later than 90 (ninety) days after the financial year end.

15.4. A copy of the annual financial statements must as soon as possible, but not more than 7 (seven) days after those statements have been prepared, be made available to each director of the Board.

15.5. The Board shall , within one month of the finalization of the financial statements, meet to consider, provide comment and / or approve such financial statements.

15.6. A copy of the approved audited annual financial statements shall be made available to the Minister, the Commissioner of the NCC and each director of the Board and must also be published on MIOSA website.

15.7. MIOSA shall sign a Stakeholder Compact Agreement annually with the NCC that shall regulate the monitoring process as envisaged by section 82(7) of the CPA.

16. REPORTS, STATISTICS AND AWARENESS

16.1. MIOSA shall , in terms of Section 82(5) and (7) of the Act, provide quarterly reports on-

16.1.1. Management accounts;

16.1.2. trends;

16.1.3. statistics;

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16.1.4. systemic issues;

16.1.5. general case information on -

16.1.5.1. Number cases referred to MIOSA for each supplier (OEM, dealer or repair workshop);

16.1.5.2. Number of cases considered and closed;

16.1.5.3. Number of cases resolved;

16.1.5.4. Turn-around times for case closure;

16.1.5.5. Consumer details; and

16.1.5.6. Origin of complaint.

16.1.6. Any other information agreed between the NCC and MIOSA.

16.2. MIOSA shall annually provide the NCC with -

16.2.1. An annual Report on the general functionality of the Code, its successes and operation as well as the methods used by MIOSA to monitor the effectiveness of the Code; and

16.2.2. Annual Financial Statement, approved by the auditors of MIOSA.

16.3. MIOSA shall conduct ongoing awareness in order to educate and create awareness for consumers, suppliers and all other participants within the automotive industry on vehicle-related matters within the Act and the role of MIOSA.

17. JURISDICTION OF MIOSA

17.1. The authority of MIOSA to resolve disputes is acquired from this Code and the Act.

17.2. It should be noted that MIOSA does not have jurisdiction in respect of any dispute-

17.2.1. which falls within the exclusive mandate of any other Ombudsman;

17.2.2 which has prescribed in terms of the Prescription Act-

17.2.2.1. the period of 3 (three) years commences on the date on which the complainant became aware or ought reasonably to have become aware of such occurrence, whichever occurs first;

17.2.3. which requires the determination of merits and the quantum of damages;

17.2.4 which requires the Ombud to act as arbitrator in the above mentioned circumstances;

17.2.5 where a class action must be determined;

17.2.6 where legal action has been instituted by either party unless such complaint was received by MIOSA before such legal action was instituted; or

17.2.7 where it appears that a criminal offence has been committed by either party, in which event MIOSA will only deal with the facts outside the ambit of the suspected criminal offence.

17.3 Limits on MIOSA's jurisdiction-

17.3.1 MIOSA may not consider a complaint or dispute that relates to a juristic person as a consumer whose asset value or annual turnover equals or exceeds the

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issued in terms of section 5(2)(a) read with section 6 of the Act, from time to time; and

17.3.2 MIOSA does not have powers to make a finding, besides mediation.

17A. DUAL MEMBERSHIP

17A.1 The MIOSA may consider a complaint or dispute which falls within the ambit of the MIOSA's jurisdiction as defined in the Code; where the complainant and/or respondent is also a member of an industry which falls within the mandate of another accredited Ombudsman.

17A.2 This will ensure greater co-ordination and collaboration between Ombuds accredited in terms of section 82(6) of the Act and facilitate the achievement of the objectives set out in the Act by –

17A.2.1. retaining specialist industry expertise;
17A.2.2. harmonised and consistent approach and application of industry specific legislation;
17A.2.3. decrease forum shopping by members of overlapping industries;
17A.2.4. minimise complexity for consumers and respondents where there is a potential overlap;
17A.2.5. decrease barriers to access;
17A.2.6. reduce resolution time periods; and
17A.2.7. increase consumer awareness.

17A.3 Members of an industry, who operate across accredited Ombud jurisdictions and fall within the ambit of more than one accredited Ombud, must pay funding contributions to the applicable Ombuds. Funding contributions must be reduced in accordance with overlap.

17A.4 Complainants may lodge complaints with any applicable accredited Ombud in any applicable jurisdiction under the Act, provided that an Ombud receiving a complaint that is outside its ambit of expertise or it becomes apparent that the complaint is more suitable to be dealt with by another accredited Ombud, must refer the complaint promptly to the other Ombud, with the consent of the complainant.

18. GENERAL ADMINISTRATIVE POWERS OF OMBUD

18.1. The Ombud may for the performance of functions in MIOSA and as a charge against or for the benefit of the funds of MIOSA, as the case may be-

18.1.1. hire, purchase or otherwise acquire property, and let, sell or otherwise dispose of property so purchased or acquired;
18.1.2. enter into an agreement with any person for the performance of any specific act or function or the rendering of specific services;
18.1.3. insure the office against any loss, damage, risk or liability;

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18.1.4. employ sufficiently trained persons to assist the Ombud, determine their terms of appointment and, subject to such conditions as may be determined by the Ombud, delegate or assign to any such employee, including a Deputy Ombud, any administrative function vesting in the Ombud in terms of this part;
18.1.5. obtain such professional advice as may reasonably be required; and
18.1.6. in general, do anything which is necessary or expedient for the achievement of the objectives of the Ombud.

19. DEREGISTRATION AND LIQUIDATION OF MIOSA

19.1. MIOSA must not be deregistered, dissolved or liquidated except in terms of the Companies Act or other relevant prevailing legislation.

20. CONSIDERING A COMPLAINT

20.1. MIOSA must consider a complaint brought by or on behalf of a consumer as defined in the Act, which falls within its jurisdiction.

21. PROCEDURE FOR MEDIATION OF A DISPUTE

21.1 Upon receipt of a complaint alleging any contravention of the provisions of the Code or Act by anyone falling within its jurisdiction, MIOSA shall -

21.1.1. Advise the other party to the complaint that it has been requested to mediate in the matter;
21.1.2. Provide the other party to a complaint with the said complaint and request such party to respond to the complaint by presenting its version within 10 days of receipt of the request, except where an extension thereof has been granted by MIOSA, upon receipt of the request for extension of time;
21.1.3. Where necessary provide the complainant with the copy of the response from the other party; and
21.1.4 Based on information presented, engage the parties for purposes of mediating and resolving the complaint.

21.2. In the event of the other party not responding to the request by MIOSA, after having made more than one request, then MIOSA must terminate its mandate and advise the complainant to refer the matter to the NCC. MIOSA shall keep records of all non-co-operative suppliers and submit such list to the NCC quarterly.

21.3. Where parties to the dispute cooperate with MIOSA and a settlement is reached, such settlement must be recorded in writing, in the form of an order and if parties to the dispute consent to that order, MIOSA may submit it to the Tribunal or High Court to be made a consent order, in terms of the rules of such forum.

21.4. Where the dispute is not resolved, MIOSA shall terminate its mandate by written notice to the parties and advise the complainant to refer the complaint to the NCC.

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21.5. MIOSA shall mediate a dispute within 30 (thirty) days from the date it has received all the necessary documentation/ information to enable MIOSA to finalise its mediation of the complaint.

21.6. MIOSA shall publish on its website summaries of matters resolved that will be in the interest of consumers and suppliers without naming the parties involved.

22. MIOSA ACTIONS

22.1. MIOSA can act upon disputes involving:
  22.1.1. consumers;
  22.1.2. consumers on the one hand and suppliers; and/or
  22.1.3. complaints concerning alleged contraventions of the Code or the Act.

22.2. MIOSA can further act upon disputes where a supplier has referred a dispute on behalf of a consumer with the permission of the consumer.

22.3. Where more than one Ombud has jurisdiction to decide a matter, MIOSA will have jurisdiction to the extent that the dispute relates to the automotive industry.

23. GENERAL OPERATIONS

23.1. Should resolution of any particular complaint require the input of a specialist authority or technical expert in any field, or advice from any third party, then in order to resolve such dispute before it, MIOSA may employ or utilize the services of any specialist authority or technical expert to assist MIOSA with its investigation or in order to produce any required report. “The specialist authority or technical expert report will be at the expense of the party who has requested such services and shall be payable in advance before the specialist is instructed.

23.2. Should MIOSA, its staff or any member become aware of any criminal act being committed or intended to be committed within the Automotive Industry, or of any practice that may be deemed or alleged to be criminal, then in such event the member, and/or MIOSA and/or its staff shall be obliged to report such practice or behaviour to the relevant authority, in which case evidence may have to be given in a court of law, without having informed the NCC and the Minister in writing.

23.3. Nothing contained herein precludes MIOSA from developing internal rules, forms and procedures that are not in conflict with the provisions of this document or the Act.

23.4. All information (including settlement offers) provided by one party to a dispute before MIOSA to the other party will be deemed to be provided on a confidential and without prejudice basis, and may not be disclosed to any other party or used in any subsequent arbitration or litigation.

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SCHEDULE 1

LIST OF CURRENT INDUSTRY ASSOCIATIONS

ASSOCIATION	INDUSTRY TYPE
AMID – Association of Motorcycle Importers and Distributers	Motorcycle
IDA – Independent Dealers Association	Independently Owned Dealers, Inclusive Of Independently Owned Franchisees
NAACAM – National association of Automotive Component & Allied Manufacturers	Components
NAAMSA – National Association of Automobile Manufacturers of South Africa (The Automotive Business Council)	Motor Vehicle OEM & Importer And Distributor
RMI – Retail Motor Industry Organisation	Umbrella Body For Various Automotive Retail Associations

SCHEDULE 2

MIOSA COMPLAINTS PROCESS

Stage 1 — Laying of First Complaint

1 A consumer who has a complaint is advised to address the query in writing to the supplier and/or trade association to which the supplier subscribes.

2 The supplier must provide the consumer with a written acknowledgement of receipt of any complaint submitted to it.

3 The supplier may endeavour to resolve the dispute directly with the consumer. In this regard the supplier will respond to the query substantively, in writing, within 10 (ten) days of receipt of the query. If the supplier is unable to provide a substantive response or resolve the matter within 10 (ten) days thereafter, the supplier shall communicate this to the consumer and MIOSA, where it was referred by MIOSA, and provide reasons to the extent possible in writing.

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4 MIOSA shall keep a register of all the complaints it refers to the suppliers, as well as the appropriate tracking mechanisms and records – to ensure that all of the complaints are able to be tracked at any time and are eventually addressed.

5 If the query is not resolved within the time period as mentioned in clause 3 above or such period as the parties may agree to in writing:

5.1 the consumer shall file a complaint, in writing, with the office of MIOSA by completing MIOSA's Assistance Form located on MIOSA website and submitting the same either manually, facsimile, e-mail or pre-paid registered post or online, stating the nature of the complaint and the dispute as well as the action required, and the expected outcome;

5.2 copies of all relevant documentation shall accompany the complaint.

6 If a consumer requires assistance in understanding the procedures to conduct a dispute with MIOSA, MIOSA shall assist the consumer in this regard.

Stage 2 — Lodging a Complaint with MIOSA

A complainant who:

6.1 referred a complaint to a supplier, and who is dissatisfied with the manner in which the supplier is dealing with it, or how it has been dealt with or with the outcome thereof; or

6.2 has not approached the supplier as this would cause or be likely to cause the complainant undue harm or prejudice,

may refer the complaint to the MIOSA.

7 The complainant must refer the complaint to the MIOSA within a reasonable time.

8 Receipt of each complaint should be acknowledged to the complainant within 2 (two) business days of receipt thereof by way of phone, facsimile or e-mail.

9 The supplier shall file its substantive response with MIOSA within 10 (ten) days of receipt of the complaint. If the supplier is unable to provide a substantive response within 10 (ten) days, the supplier must advise MIOSA and provide acceptable reasons for non-compliance.

10 All communication between the parties and MIOSA regarding the dispute must be in writing, unless alternative arrangements have been agreed between the parties, in writing.

11 After receipt, an initial assessment must be made of each complaint to ascertain whether it falls within the jurisdiction of MIOSA.

12 MIOSA shall be entitled to request further particulars from the parties. The parties shall provide all relevant information to each other and MIOSA to deal with the dispute within 10 (ten) days of such a request. If oral evidence is necessary to resolve the dispute:

12.1 MIOSA shall request the parties to attend a mediation on not less than 10 (ten) days prior written notice;

12.2 attendance at the mediation shall be at each party's own expense;

12.3 the languages of MIOSA shall be English and isiZulu and if requested and at the requesting party's expense, arrange for an interpreter for any other language to be present; either party shall be entitled to be represented by a suitable party, including

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a legal representative, with the permission of MIOSA, to engage in mediation process on behalf of such party.

13 All recommendations fall exclusively within the discretion of MIOSA.

14 An up-to-date status should be made available to both the complainant and the supplier at least at the time of pre-set deadlines.

Stage 3 – Resolution by MIOSA

15 Proceedings may be recorded at the request of a party, provided the requesting party tenders the costs of the recording, payable to MIOSA at least 10 (ten) days before the hearing takes place.

16 MIOSA will present its recommendation within 10 (ten) days of conclusion of the mediation. MIOSA is allowed to provide its recommendation in writing and deliver the outcomes to the parties‘ chosen addresses.

17 In promoting the spirit of the CPA, MIOSA shall draw the attention of the parties to the relevant applicable sections of the CPA, when making its recommendation.

18 The recommendations of MIOSA are not binding to the parties but such recommendations will guide the parties towards resolution of the dispute.

19 If ADR fails to resolve the dispute, MIOSA shall issue a certificate to that effect to the parties, who will then have a right to refer the dispute to the National Consumer Commission

SCHEDULE 3

INTERNAL COMPLAINTS HANDLING SUGGESTED PROCEDURES

1. When dealing with complaints, customers, complainants and other interested parties should receive the following:
   1.1. necessary information concerning the internal complaints-handling process applicable to the supplier; and
   1.2. any relevant MIOSA brochures and pamphlets.

2. All information must be provided in plain language and, where reasonably possible, in an accessible format to ensure that complainants are not disadvantaged by any format in which information is provided.

3. **The following are examples of such information:**
   3.1. where complaints can be made;
   3.2. how complaints can be made;
   3.3. information to be provided by the complainant (see Schedule 5 below for suggested format);
   3.4. the process to be followed when handling complaints;
   3.5. the time periods associated with the various stages in the process;
   3.6. the complainant's options for remedy, including referral to MIOSA; and

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3.7. the manner in which the complainant can obtain feedback on the stage of the complaint.

4. **Receipt of complaint:**

4.1. When the complaint is first reported, the complaint must be recorded and a unique identifier code or number must be provided for each complaint.

4.2. Any other information necessary for the effective handling of the complaint must also be recorded or attached to the complaint, including at least the following:

4.2.1. a description of the complaint must be made, including:

i. the products or related organization practices complained about; and

ii. information on the persons involved including department, branch, organization and market segment;

4.2.2. all supporting information, all relevant supporting data and documentation must also be recorded or attached to the complaint;

4.2.3. the record of the initial complaint should also specify:

i. the remedy that the complainant is seeking;

ii. the due date for a response; and

iii. Whether any immediate action was or must be taken (if any).

5. **Time limits for Complaint resolution:**

5.1. The supplier should make every effort to resolve the matter within 15 (fifteen) business days.

5.2. If the supplier is unable to resolve the complaint within that period for reasons such as on-going technical testing, the supplier shall inform the complainant of that fact at least 2 (two) days before the expiry of the 15 (fifteen) business day deadline.

6. **Complaint resolution:**

6.1. The supplier should make every effort to resolve the matter in good faith and in accordance with its internal complaints-handling processes.

6.2. In doing so, the supplier should deal with the complaint:

6.2.1. politely and courteously;

6.2.2. promptly and efficiently; and

6.2.3. in a confidential manner.

7. **Acknowledgement of complaint:**

7.1. Receipt of each complaint should be acknowledged to the complainant:

7.1.1. immediately; or

7.1.2. by the latest within 2 (two) business days (for example via post, phone or email).

8. **Tracking of complaint:**

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8.1. The complaint should be tracked from initial receipt through the entire process until the complainant is satisfied or the final decision is made.

8.2. An up-to-date status should be made available to the complainant:

8.2.1. upon request ; and

8.2.2. at regular intervals; or

8.2.3. at least at the time of pre-set deadlines.

9. **Initial assessment of complaint:**

9.1. After receipt, each complaint should be initially assessed by the supplier in terms of criteria such as:

9.1.1. severity;

9.1.2. safety implication;

9.1.3. complexity;

9.1.4. impact; and

9.1.5. the need and possibility for immediate action.

10. **Attempt to settle:**

10.1. The supplier should contact the complainant to:

10.1.1. clarify any issue; and

10.1.2. ascertain the essence of the complaint.

11. **Investigation of complaints:**

11.1. Every reasonable effort should be made by the supplier to investigate all the relevant circumstances and information surrounding a complaint.

11.2. The level of investigation should be commensurate with the seriousness, frequency of occurrence and severity of the complaint.

12. **Response to complaints following an investigation:**

12.1. Where able and appropriate, the supplier should offer a response, for example that will:

12.1.1. correct the problem; and

12.1.2. prevent it from happening in the future.

13. **Communicating the decision:**

13.1. As soon as is reasonably possible, after a decision has been made regarding the complaint or any action has been taken regarding the complaint, the supplier must advise:

13.1.1. the complainant of such decision made or action taken; and

13.1.2. any of its staff who may have been involved in the incident (if any).

14. **Closing the complaint:**

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14.1. If the complainant accepts the proposed decision or action, then:
14.1.1. the decision or action should be implemented; and
14.1.2. the decision or action should be recorded in written or electronic format.

14.2. If the complainant rejects the proposed decision or action, and the supplier rejects or refuses to implement or take further steps or measures regarding the complaint, then:
14.2.1. this should be recorded by the supplier; and
14.2.2. the complainant should be informed of his/her rights in respect of the referral of the complaint to either:
14.2.2.1 MIOSA; or
14.2.2.2 other entity with jurisdiction.

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SCHEDULE 4

COMPLAINT FORM

MOTOR INDUSTRY OMBUDSMAN OF SOUTH AFRICA

FOUNDER MEMBER OF THE OMBUDSMAN ASSOCIATION OF SOUTH AFRICA

NPC (Reg. No. 2001/004871/08)
Tel: 0861 1 MIOSA (64672) TEL: 010 590 8378 Fax: 086 630 6141 E-mail: info@miosa.co.za
Suite 156, Private Bag X025, Lynnwood Ridge, 0040

ASSISTANCE REQUEST FORM

Reference No: _____ ***For office use only***

The Motor Industry Ombudsman of South Africa's (MIOSA) mandate consists of consequences flowing from problematic transactions whereby vehicles were sold, leased or repaired. To apply the South African
Automotive Industry Code of Conduct (Code), published on the 17th October 2014 in the Government Gazette No. 38107, which can be viewed on our website (www.miosa.co.za).

WHERE DID YOU HEAR ABOUT THE MIOSA: _____

DATE SUBMITTED : _____

Details of Complainant:

1. **a) If Complainant is an Individual:**

TITLE (Hon, Dr, Mr, Mrs, Miss, Ms): _____
SURNAME: _____

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FIRST NAMES: _____

b) Name of Individual/Organisation authorized to act on the Complainant's behalf (in terms of Section 4 of the Consumer Protection Act No. 68 of 2008) *(Please attach an original or certified Power of Attorney, as well as the reason for your mandate)*:

TITLE (Hon, Dr, Mr, Mrs, Miss, Ms): _____
SURNAME: _____
FIRST NAMES: _____

2. Contact information of Complainant:

DAYTIME TEL:	CODE _____	FAX :	CODE _____
ID Number:	_____	CELL:	_____
E-MAIL:	_____		

Preferred means of contact: ***(Please tick one)*** ☐ FAX ☐ EMAIL

Complainant Initial: _____

Confirmation of Jurisdiction and Undertaking

I _____ (the complainant or representative of the complainant), confirm that I have given the Manufacturer/Importer/Dealer/Service Provider an opportunity to resolve the complaint before submitting this form to the **MIOSA**. When I did this I spoke to Mr/Ms _____ of _____ on or about _____

I have applied to the MIOSA for assistance because: ***(Please tick)***

(a) ☐ My complaint was not resolved by the Manufacturer/Importer/Dealer/Service Provider over _____ (period of time).

(b) ☐ The Manufacturer/Importer/Dealer/Service Provider rejected my complaint and I am unhappy with the result. **(*Please attach a copy of the letter if any)***

I confirm that my complaint is not: ***(Please tick)***

☐ the subject of any legal proceedings. If I have consulted an Attorney it has only been to get

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advice or assistance in drafting my complaint.

VEHICLE DETAILS

MAKE:				
MODEL (YEAR):				
REGISTRATION NO.:				
ENGINE NO. (**on license disc**):				
VIN NO. (**on license disc**):				
GEARBOX: ***(Please tick one)***		**MANUAL**		**AUTOMATIC**
DATE OF PURCHASE & KILOMETRES:	**DATE**		**KM**	
DATE DISPUTE BEGAN & KILOMETRES:	**DATE**		**KM**	
KILOMETRES NOW:				
IS SERVICE HISTORY UP TO DATE:				
WAS VEHICLE UNDER WARRANTY AT TIME:				
ROAD VEHICLE USED ON:***(Please tick one or both)***		**TAR**		**DIRT**
FINANCED BY (FINANCIAL INSTITUTION):				

Complainant Initial: _____

DETAILS OF WHOM COMPLAINT IS AGAINST

NAME OF DEALERSHIP/SERVICE PROVIDER	
COMPLAINT REFERENCE NUMBER: (If known)	

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SUBURB		TOWN		PROVINCE	
TEL NO	CODE				
FAX NO	CODE				**OR**
E-MAIL					
WHAT DID THEY SUGGEST:					

DETAILS OF COMPLAINT

Please type or write legibly on a separate piece of paper **ALL** the relevant facts including dates, times, places and names, preferably in date order.

NO COMPLAINT CAN BE PROCESSED WITHOUT ALL THE INFORMATION REQUIRED. THE INFORMATION SUBMITTED WILL BE USED BY THE **MIOSA** IN THE RESOLUTION OF THIS DISPUTE. SO MAKE SURE THAT ALL RELEVANT DOCUMENTATION IS SUBMITTED WITH THIS FORM. I/WE HEREBY EXPLICITLY GIVE THE **MIOSA** MANDATE TO FORWARD MY COMPLAINT AND ALL ATTACHED
DOCUMENTATION TO THE MANUFACTURER/ IMPORTER/DEALER/SERVICE PROVIDER AND ALL NECESSARY AUTHORITIES AND/OR ORGANIZATIONS RELEVANT TO THIS COMPLAINT, FOR THEIR COMMENT, TO ASSIST IN RESOLVING MY COMPLAINT.

Even if you have submitted a complaint letter, please summarise your complaint in the space below: **This summary will be used by the MIOSA to arrive to a conclusion of the matter.**

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Complainant Initial: _____

Briefly state what outcome you hope to achieve

TERMS AND CONDITIONS

1. The **MIOSA** assists consumers to resolve their complaints by investigating and making an outcome or recommendation. This service is not the same as that provided by an attorney. **I/we agree not to hold the MIOSA or any of its staff liable for any loss or damage of any nature that I/we may suffer as a result of the MIOSA accepting and dealing with my complaint.**

2. The service provided by the **MIOSA** to consumers is free.

3. **Confidentiality Agreement**

   My/our complaint and the documents that I/we submit to the **MIOSA** will be treated as confidential. The letters and documents sent to the **MIOSA** by the

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Manufacturer/Importer/Dealer/Service Provider will also be treated as confidential. The **MIOSA** has the right to decide which of the documents received by the **MIOSA** are disclosed to the Manufacturer/Importer/Dealer/Service Provider and to me. If I/we submit a document that I/we do not want the Manufacturer/Importer/Dealer/Service Provider to see, I/we will mark it **"Confidential".**

Should my/our complaint be the subject of a court case or any other dispute resolving process, neither my representative nor I will subpoena the documents in my/our file, or the **MIOSA** or any member of his staff. Neither my representative nor I will order that any of these documents be disclosed in terms of any court rule unless ordered to do so by a court of law. I/we understand and comprehend the above and confirm that it is fair and reasonable in the circumstances to protect both myself/ourselves and the other party's rights to prevent prejudice in respect of our rights.

I/we authorise the Manufacturer/Importer/Dealer/Service Provider to disclose any information they may have that the **MIOSA** may require in the investigation of my/our complaint.

By my signature below, I/we agree that my complaint shall be dealt with by the MIOSA on the above terms and conditions and according to the rules of the MIOSA. The information provided by me/us herein is, to the best of my knowledge, true and correct. I/we understand that the submission of a false claim may constitute the crime of fraud.

Signed at _____ on the ____ Day of _____ (month) 20 ____ (year)

_____

Complainant or person authorized to act on the Complainant's behalf

Issued by the office of the Motor Industry Ombudsman of South Africa

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SCHEDULE 5

FUNDING OF MIOSA

BACKGROUND AND EXPLANATION

1. In terms of the Act, the MIOSA has jurisdiction over all the members within the Automotive Industry.

2. All members of the automotive Industry are therefore obliged to pay their required contributions to MIOSA.

3. The MIOSA shall vastly expand its current infrastructure to meet the needs of Consumers in line with other Ombud established under various forms of legislation.

4. The Board of MIOSA shall review, in each year, the quantum of required contribution in line with the success rate of the previous year‘s contributions collected along with the revised budget requirements. At no stage will the model rely on a 100% collection success rate. Such review shall be done in consultation with its members.

5. The cost of collection will at all times be kept to a minimum and decisions regarding outsourced collection or in-house operations will be made with this in mind. The model has been structured to allow for this cost.

6. The MIOSA is funded as follows-

    6.1 The OEM‘s and Importers contribute 20% of the approved budget and each individual OEM or Importer‘s contribution is calculated by dividing 20% of the approved budget by the total number of entities who directly import or manufacture Goods; and

    6.2 The retailers contribute 80% of the approved budget and each individual retailer‘s contribution is calculated by dividing 80% of the approved budget by the total number of retail premises from which business is being conducted in the Automotive Industry.

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DEPARTMENT OF WATER AND SANITATION

NO. 6180 **9 May 2025**

AMENDMENT NOTICE

AMEND THE AREA OF OPERATION OF BRAND RIVER WATER USER ASSOCIATION IN TERMS OF SECTION 92 (1)(b) OF THE NATIONAL WATER ACT, 1998 (NO.36 OF 1998) TO THE GOVERNMENT GAZETTE 49863 NOTICE NO 4201 DATED 14 DECEMBER 2023

I, Miss Pemmy C.P. Majodina, Minister of the Department of Water and Sanitation hereby issue an amendment Notice to the published Government Gazette No 49863, 14 December 2023, in respect of Notice No 4201 of 2023.

a) The purpose of the amendments is to correct section (c) of the Gazette outlining the area of operation of Brandriver and align it with the amended area of operation. Therefore, the following errors under section (c) of the published gazette notice are hereby amended as follows:

ERRORS	CORRECTIONS
(c) The area of operation is situated in the Breede Olifants Water Management Area and drainage area J12M in the Garden Route District Municipal within the Western Cape province. The area of operation of the proposed Brand River Water User Association comprises the Brand River catchment area ranging from downstream of the Miertjieskraal Dam up to the Touws River intersection".	(d) The area of operation of the Brand River WUA ranges from downstream of the Miertjieskraal Dam to the junction of the Brand River and Groot River and is extended from there by the remainder of Portion 1 of the farm Tygerbosch No 248 as per the deed of transfer number T46618/2011 and Portion 1 (Bull Hoek) of the farm Bulls Run no 267 and the remainder of the Farm Bulls Run no 267 as per deed of transfer number T068079/10. The area of operation falls within the J13A Quaternary Drainage Area, within the Breede-Olifants catchment area, and entirely within the Western Cape province.

b) The amended constitution of the Brand River Water User Association is approved.

MISS PEMMY C.P. MAJODINA, MP
MINISTER OF WATER AND SANITATION
DATE: 10/04/2025

GENERAL NOTICES • ALGEMENE KENNISGEWINGS

DEPARTMENT OF HEALTH

NOTICE 3181 OF 2025

IMPOSITION OF LEVIES ON MEDICAL SCHEMES ISSUED IN TERMS OF SECTION 2 OF THE COUNCIL FOR MEDICAL SCHEMES LEVIES ACT (ACT 58 OF 2000)

The Council for Medical Schemes referred to in Section 1 of the Council for Medical Schemes Levies Act, 2000 (Act No. 58 of 2000), hereby confirms the imposition of levies on medical schemes.

The Council for Medical Schemes is awaiting approval for the new levy proposed for the 2025/26 financial year. The levy is being imposed at the 2024/25 financial year approved rate.

Once approval has been received on the new levy from the relevant authorities for the 2025/26 financial year, a notice indicating the adjustment to the levy already levied to the schemes will be published.

By order of the Council for Medical Schemes

Thandi Mabeba

Signed by Thandi Mabeba,
t.mabeba@medicalschemes.co.za
23/04/2025 20:27:46(UTC+02:00)

SIGNIFLOW

Dr. T. Mabeba

Chairperson: Council for Medical Schemes

22 April 2025

SCHEDULE

Definitions

1. In this notice, unless the context indicates otherwise –

   i. "Council" means the Council for Medical Schemes referred to in the Act;

   ii. "Levy year" means the period from **01 April 2025 to 31 March 2026** and, subject to the provision of this Notice and any amendments, substitution or repeal thereof, such corresponding period in succeeding year in respect of which levies are imposed;

   iii. "Registrar" means the Registrar of Medical Schemes, appointed in terms of Section 18 of the Medical Schemes Levies Act, 1998 (Act No. 131 of 1998);

   iv. "The Act" means the Council for Medical Schemes Levies Act, 2000 (Act No. 58 of 2000).

Imposition

2. In respect of a medical scheme registered in terms of section 20 of the Medical Schemes Act, 1998 (Act No. 131 of 1998), the levy to be paid with effect from 01 April 2025 is **R48.58** per member per year, which will be adjusted once the new levy has been approved.

   The levy shall be paid in two equal instalments, the first of which shall be paid no later than 31 May of the levy year, and the second of which shall be paid not later than 31 July of the levy year.

3. In respect of the levy year, the calculation of the levy is based on the number of principal members referred to in item 2 and shall correspond with the latest statistics furnished to the Registrar in terms of or by virtue of the Medical Schemes Act, 1998 (Act No. 131 of 1998) or with the latest certified number of principal members sent to the Registrar by the medical scheme. If a transfer of principal members is in process and not finalized on **31 December 2024**, the transferor must pay the levy in respect of the principal members to be transferred.

Payment/Interest on overdue of Levies

4. On amounts of overdue levies, interest will be charged at a rate applicable to a debt owing to the state, as determined by the Minister of Finance in terms of section 80(1) (b) of the Public Finance Management Act.

5. The levies (once finally imposed) and interest (if any) referred to in this Notice shall be paid by a medical scheme directly in the bank account of the Council, the details of which are:

Bank	:	ABSA
Account Holder	:	Council for Medical Schemes
Branch Name	:	ABSA Corporate Branch (Pretoria)
Branch Code	:	517 245
Account Number	:	405 116 3394

6. A deposit advice slip issued by the aforementioned Bank in respect of a deposit contemplated in item 5, received by the Council for Medical Schemes, and bearing the name of the relevant medical scheme, shall serve as *prima facie* proof of payment of a levy.

PARLIAMENT OF THE REPUBLIC OF SOUTH AFRICA

NO. 3182 9 May 2025

PORTFOLIO COMMITTEE ON TRANSPORT

NOTICE OF INTENTION TO INTRODUCE THE ECONOMIC REGULATION OF TRANSPORT AMENDMENT BILL, 2025

Notice is hereby given in terms of Rule 276(1)(b) of the Rules of the National Assembly that the Portfolio Committee on Transport intends introducing the Economic Regulation of Transport Amendment Bill, 2025, in the National Assembly shortly.

A copy of the draft Bill and a memorandum setting out its objectives, together with a call for comment, was published in *Government Gazette No.* 51711 of 6 December 2024, in accordance with Rule 276(1)(c) of the Rules of the National Assembly. The Bill aims to amend the Economic Regulation of Transport Act, 2024, in order to correct the erroneous reference of the Economic Regulation of Transport Act, 2024 (Act No. 6 of 2024), in schedule 1 to that Act, as the Economic Regulation of Transport Act, 2020.

A copy of the Bill can be found on the website of Parliament of the Republic of South Africa at http://parliament.gov.za and may, after introduction, also be obtained from the Committee Secretary (mobile phone: 083 709 8445).

BOARD NOTICE 782 OF 2025

SOUTH AFRICAN PHARMACY COUNCIL

COMPETENCY STANDARDS FOR A SPECIALIST PHARMACIST WHO PROVIDES INDUSTRIAL PHARMACEUTICAL SERVICES IN SOUTH AFRICA

The South African Pharmacy Council hereby publishes for **implementation**, the **Competency standards for a specialist pharmacist who provides industrial pharmaceutical services in South Africa** in terms of Sections 33(o) of the Pharmacy Act, 53 of 1974.

SCHEDULE

(a) Competency standards for a specialist pharmacist who provides industrial pharmaceutical services in South Africa



VM TLALA
REGISTRAR

Address: 591 Belvedere Street, Arcadia, Pretoria, 0083,

Private Bag X40040, Arcadia, 0007. Telephone: 0861 7272 00

COMPETENCY STANDARDS FOR A SPECIALIST PHARMACIST WHO PROVIDES INDUSTRIAL PHARMACEUTICAL SERVICES IN SOUTH AFRICA

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ACRONYMS

API	Active Pharmaceutical Ingredient;
CAPA	Corrective Action and Preventative Action;
GxP	Good Practice Guidelines and Regulations e.g., Good Manufacturing Practice (GMP), Good Laboratory Practice (GLP), Good Wholesaling Practice (GWP) and other pharmaceutical practices;
IVDs	In Vitro Diagnostics;

DEFINITIONS

Specialist Pharmacist:	a pharmacist who is registered as such in terms of the Pharmacy Act, 53 of 1974 (the Act);
Speciality:	a specialist qualification in one of the fields of pharmacy approved and published in rules made by Council; and
Industrial Pharmacist:	a pharmacist registered with Council to offer Industrial pharmaceutical services.

INTRODUCTION

An industrial pharmacist is a pharmacist registered with Council who specialises in inter alia the development, manufacturing, registration and distribution of medicines, medical devices and, in vitro diagnostics (IVDs) in the pharmaceutical industry (hereinafter referred to as “products”). The industrial pharmacist is responsible for developing, monitoring and maintaining compliance to the quality management system. The industrial pharmacist must ensure that the quality of products is maintained throughout the distribution chain.

BACKGROUND

In 2018, the South African Pharmacy Council published Competency Standards for Pharmacists. Competency Standards have been developed and used as the basis for pharmacy education and practice since 2006. These competency standards for industrial pharmacists are developed to encompass the scope of practice for an industrial pharmacist as a specialist pharmacist.

THE SCOPE OF PRACTICE FOR AN INDUSTRIAL PHARMACIST

In addition to the acts and services which form part of the scope of practice of a pharmacist as prescribed in terms of Regulations 3 and 4 of the *Regulations relating to the practice of pharmacy*, a pharmacist who has completed a Master’s degree in Industrial Pharmacy must be allowed to provide the following services or acts pertaining to the scope of practice of an industrial pharmacist:

(a) Perform acts and services pertaining to the profession of a pharmacist.

(b) Control both intrinsic and extrinsic quality of a product taking into account patient health and safety.

(c) Manage knowledge and transfer of research evidence into practice.

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(d) Provide strategic leadership for manufacture of medicine, warehousing and supply chain management.

(e) Design, develop and interpret quality systems for implementation of Good Manufacturing Practices.

(f) Provide education and training relating to industrial pharmacy.

(g) Provide pharmaceutical leadership and guidance in directing the business.

(h) Take a leading role in pharmaceutical research and development;

(i) Take a leading role in the development of and contribution to regulatory guidelines and relevant legislation; and

(j) Appraise pharmaceutical information, make informed decisions with the evidence available and be able to justify/defend the decision.

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RATIONALE FOR DEVELOPMENT OF COMPETENCY STANDARDS FOR INDUSTRIAL PHARMACISTS

Industrial pharmacists are required to understand the provision of pharmaceutical services in the pharmaceutical industry and facilitate the enhancement of inter alia the manufacture and registration of medicines, medical devices and IVDs.

The competency standards have been developed to encompass the changes and developments including new technologies, work processes, changes in legislation and international trends, primarily to ensure the production of quality, safe and efficacious medicines and promotion of proper medication usage and pharmaceutical care, in the patient's and the public's best interests.

INDUSTRIAL PHARMACISTS' REGISTRATION

Industrial pharmacists are obliged to be registered with Council for the purposes of offering the acts related to their scope of practice as follows:

(a) Specialist pharmacist student.

(b) Specialist pharmacist resident.

(c) Specialist pharmacist.

INDUSTRIAL PHARMACIST QUALIFICATIONS

For purposes of registration as an industrial pharmacist, the qualification shall be-

(a) a professional Master's degree in industrial pharmacy as determined by Council and published from time to time, or

(b) a qualification deemed to be equivalent or higher than the professional master's degree in industrial pharmacy as assessed by Council.

STRUCTURE OF THE COMPETENCY STANDARDS AND DOMAINS

A competency framework consisting of six (6) domains suitable for the South African context was developed, together with several competencies. A domain represents an organised cluster of competencies within a framework and the domains, with associated competencies, are summarised in Table 1. The behavioural statements indicating how individuals working within the competency framework should behave in practice have also been drafted.

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Table 1: Summary of industrial pharmacy domains and competencies.

SUMMARY OF INDUSTRIAL PHARMACY COMPETENCY STANDARDS

DOMAIN	COMPETENCY STANDARD
1. Public Health	1.1 Promotion of Industrial pharmaceutical services. 1.2 Pharmacoeconomic interventions.
2. Design and maintenance of facilities	2.1 Design of manufacturing facilities. 2.2 Design of warehousing and distribution facilities. 2.3 Pharmaceutical infrastructure management.
3. Supply of medicines, medical devices and in vitro diagnostics	3.1 Manufacture and control of medicines, medical devices, IVDs and Inventory control of API. 3.2 Supply chain management.
4. Quality management in Industrial pharmacy	4.1 Compliance with quality assurance principles.
5. Governance and regulation of medicines and medical devices	5.1 Development of medicine, medical devices and IVDs dossiers and technical files. 5.2 Medicine registration, medical devices and IVD listing. 5.3 Professional practice.
6. Education, training and research	6.1 Research technologies relevant to improving industrial pharmaceutical services. 6.2 Formulation and development of dosage forms. 6.3 Management of clinical trials.

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DOMAIN 1: PUBLIC HEALTH

INTRODUCTION

The domain covers competencies that are required to promote industrial pharmaceutical services. Participation of pharmacists in the promotion of public health utilising industrial pharmacy entails the following competencies:

1.1 Promotion of Industrial pharmaceutical services.

1.2 Pharmacoeconomic interventions.

DOMAIN 1: PUBLIC HEALTH	
COMPETENCIES	**BEHAVIOURAL STATEMENTS**
1.1 Promotion of industrial pharmaceutical services	1.1.1 Promote access to quality industrial pharmacy services. 1.1.2 Educate other healthcare professionals and the public with technical information related to industrial pharmacy. 1.1.3 Monitor and maintain the development of industrial pharmacy services. 1.1.4 Demonstrate qualities to improve performance and manage industrial pharmacy services. 1.1.5 Encourage the practice of good industrial pharmacy practice. 1.1.6 Advocate for industrial pharmaceutical services by engaging other healthcare professionals, stakeholders and regulatory authorities.
1.2 Pharmacoeconomic interventions	1.2.1 Monitor and maintain inter alia economical production, registration and distribution of products as part of a health care team. 1.2.2 Demonstrate the ability to develop, maintain and monitor health systems to ensure that industrial pharmaceutical services are cost-effective and in line with the burden of disease. 1.2.3 Manage activities related to the development and submission of value proposition dossiers to applicable stakeholders.

DOMAIN 2: DESIGN AND MAINTENANCE OF FACILITIES

INTRODUCTION

Industrial pharmacists must have knowledge of the procedures and operations to design and maintain pharmaceutical manufacturing and distribution facilities. The competencies required in the domain for design and maintenance of facilities in industrial pharmacy are:

2.1 Design of manufacturing facilities.

2.2 Design of warehousing and distribution facilities.

DOMAIN 2: DESIGN AND MAINTENANCE OF FACILITIES	
COMPETENCIES	**BEHAVIOURAL STATEMENTS**
2.1 Design of manufacturing facilities	2.1.1 Ensure that the design and maintenance of the manufacturing facility comply with regulatory requirements. 2.1.2 Ensure that the dossier storage facilities comply with regulatory requirements. 2.1.3 Monitor compliance with the health and safety policies.
2.2 Design of warehousing and distribution facilities	2.2.1 Ensure that the design and maintenance of the warehousing and distribution facility comply with regulatory requirements. 2.2.2 Monitor compliance with the health and safety policies. 2.2.3 Ensure compliance with the Occupational Health and Safety Act and all other applicable legislations and guidelines.
2.3 Pharmaceutical infrastructure management.	2.3.1 Develop and maintain quality management systems for the design and maintenance of pharmaceutical manufacturing facilities. 2.3.2 Develop and maintain quality management systems for the design and maintenance of pharmaceutical wholesaling facilities. 2.3.3 Develop and monitor compliance with health and safety policies.

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DOMAIN 3: SUPPLY OF MEDICINES, MEDICAL DEVICES AND IN-VITRO DIAGNOSTICS

INTRODUCTION

The industrial pharmacist plays an important role in the supply and distribution of medicines medical devices and IVDs. The competencies required in this domain are as follows-

3.1 Manufacture and control of medicines, medical devices and IVDs, and inventory control of APIs.

3.2 Supply chain management.

DOMAIN 3: SUPPLY OF MEDICINES AND MEDICAL DEVICES	
COMPETENCIES	**BEHAVIOURAL STATEMENTS**
3.1 Manufacture and control of medicines, medical devices and IVDs, and inventory control of APIs.	3.1.1 Manage and control the inventory of APIs. 3.1.2 Maintain the storage conditions for APIs and other excipients. 3.1.3 Verify the quality of finished products before release. 3.1.4 Import and export medicines, medical devices and IVD. 3.1.5 Ensure that storage conditions for API and other excipients are maintained according to the manufacturer's specification and GMP. 3.1.6 Ensure that the finished products and medical devices meet quality, safety and environmental control requirements. 3.1.7 Manage the storage and transportation of finished products in accordance with GxP. 3.1.8 Perform pharmacokinetic and pharmacodynamic dosing alterations.
3.2 Supply chain management	3.2.1 Develop, maintain and monitor health systems for the import and export of medicines, medical devices and IVD. 3.2.2 Design the warehouse area to ensure compliance with Good Distribution and Warehousing practices.

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DOMAIN 4: QUALITY MANAGEMENT IN INDUSTRIAL PHARMACY

INTRODUCTION

Industrial pharmacists must have knowledge of procedures and operations to integrate and apply expertise in establishing, evaluating, maintaining and monitoring quality management systems. The competencies required in the domain of quality management in industrial pharmacy are:

4.1 Compliance with quality assurance principles.

4.2 Pharmaceutical infrastructure management.

DOMAIN 4: QUALITY MANAGEMENT IN INDUSTRIAL PHARMACY	
COMPETENCIES	**BEHAVIOURAL STATEMENTS**
4.1 Compliance with quality assurance principles.	4.1.1 Demonstrate the ability to make decisions relating to complex quality control issues. 4.1.2 Demonstrate the ability to establish, monitor and manage CAPAs. 4.1.3 Develop and maintain quality management systems for manufacturing and distribution of medicines, medical devices and IVDs. 4.1.4 Develop and maintain quality management systems for the control of equipment.

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DOMAIN 5: GOVERNANCE AND REGULATION OF MEDICINES AND MEDICAL DEVICES

INTRODUCTION

The competencies required in the domain to ensure governance and regulation of medicines and medical devices are:

5.1 Development of medicine, medical devices and IVDs dossiers and technical files.

5.2 Medicine registration, medical devices and IVD listing.

5.3 Professional practice.

DOMAIN 5: GOVERNANCE AND REGULATION OF MEDICINES AND MEDICAL DEVICES	
COMPETENCIES	**BEHAVIOURAL STATEMENTS**
5.1 Development of medicine, medical devices, IVDs, dossiers and technical files.	5.1.1 Compile and maintain medicine dossiers and technical files in accordance with relevant legislation. 5.1.2 Effectively engage with regulatory authorities.
5.2 Medicine registration and medical devices and IVD listing.	5.2.1 Compile and submit dossiers and technical files for registration of medicines and/or listing of medicines, medical devices and diagnostics. 5.2.2 Demonstrate an in-depth knowledge of all applicable medicines and device regulatory guidelines.
5.3 Professional practice	5.3.1 Develop and monitor protocols to ensure that the industrial pharmacy operates in line with the current GxP. 5.3.2 Contribute to the review and development of legislation. 5.3.3 Develop and monitor protocols to ensure post-marketing surveillance and law enforcement can be carried out. 5.3.4 Develop and monitor protocols to ensure ongoing compliance with industrial pharmacy related legislation, regulations and regulatory bodies. 5.3.5 Develop and monitor protocols ensure ongoing compliance with post-marketing surveillance requirements.

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DOMAIN 6: RESEARCH AND DEVELOPMENT

INTRODUCTION

Research and development are essential for the initial development of medicines and medical devices and are required throughout a lifetime to maintain control of diseases and establish the treatment of newly discovered diseases. The domain includes behavioural statements relating to research and development in an industrial pharmacy setting. The competencies required in the domain are:

6.1 Research technologies relevant to improving industrial pharmaceutical services.

6.2 Development of dosage forms.

6.3 Management of clinical trials.

DOMAIN 6: EDUCATION, TRAINING AND RESEARCH	
COMPETENCIES	**BEHAVIOURAL STATEMENTS**
6.1 Research technologies relevant to improving industrial pharmaceutical services.	6.1.1 Demonstrating a detailed knowledge and understanding of the development of new medicines and medical devices. 6.1.2 Demonstrate the ability to discover new APIs for the development of medicines. 6.1.3 Demonstrate the ability to research new methods of manufacturing, distribution, and dossier development. 6.1.4 Publish articles on research findings. 6.1.5 Develop, implement and maintain the record for training and assessment of healthcare teams, patients and the public. 6.1.6 Demonstrate the ability to provide pharmaceutical advice on specialised nutrition support or any other similar products. 6.1.7 Design and evaluate health technology assessments.
6.2 Formulation and development of dosage forms.	6.2.1 Demonstrate the ability to conduct research and develop formulations for various dosage forms. 6.2.2 Assess the performance and stability of newly developed formulations of dosage forms. 6.2.3 Ensure that the relevant documentation relating to the development of the formulations complies with the applicable standards. 6.2.4 Demonstrate the ability to provide advice regarding the formulation of dosage forms.

6.3 Management of clinical trials	6.3.1 Participate in the development and evaluation of clinical trial protocols in all phases. 6.3.2 Ensure that prior approval is obtained from relevant statutory bodies. 6.3.3 Develop a process to prepare a clinical trial master file and all required documents. 6.3.4 Implement and monitor all the relevant aspects of the clinical trial protocols throughout the respective studies.

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