Government Gazette
Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Regulation Gazette **No. 11933** *Regulasiekoerant*

Vol. 727 **30 January Januarie 2026** **No. 54029**

N.B. The Government Printing Works will not be held responsible for the quality of "Hard Copies" or "Electronic Files" submitted for publication purposes

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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** *REGULATION GAZETTE* 2026

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

- **23 December,** Tuesday for the issue of Friday **02 January 2026**
- **02 January,** Friday for the issue of Friday **09 January 2026**
- **09 January,** Friday for the issue of Friday **16 January 2026**
- **16 January,** Friday for the issue of Friday **23 January 2026**
- **23 January,** Friday for the issue of Friday **30 January 2026**
- **30 January,** Friday for the issue of Friday **06 February 2026**
- **06 February,** Friday for the issue of Friday **13 February 2026**
- **13 February,** Friday for the issue of Friday **20 February 2026**
- **20 February,** Friday for the issue of Friday **27 February 2026**
- **27 February,** Friday for the issue of Friday **06 March 2026**
- **06 March,** Friday for the issue of Friday **13 March 2026**
- **13 March,** Friday for the issue of Thursday **20 March 2026**
- **20 March,** Friday for the issue of Friday **27 March 2026**
- **26 March,** Thursday for the issue of Thursday **02 April 2026**
- **01 April,** Wednesday for the issue of Friday **10 April 2026**
- **10 April,** Friday for the issue of Friday **17 April 2026**
- **17 April,** Friday for the issue of Friday **24 April 2026**
- **22 April,** Wednesday for the issue of Thursday **30 April 2026**
- **30 April,** Thursday for the issue of Friday **08 May 2026**
- **08 May,** Friday for the issue of Friday **15 May 2026**
- **15 May,** Friday for the issue of Friday **22 May 2026**
- **22 May,** Friday for the issue of Friday **29 May 2026**
- **29 May,** Friday for the issue of Friday **05 June 2026**
- **05 June,** Friday for the issue of Friday **12 June 2026**
- **11 June,** Thursday for the issue of Friday **19 June 2026**
- **19 June,** Friday for the issue of Friday **26 June 2026**
- **26 June,** Friday for the issue of Friday **03 July 2026**
- **03 July,** Friday for the issue of Friday **10 July 2026**
- **10 July,** Friday for the issue of Friday **17 July 2026**
- **17 July,** Friday for the issue of Friday **24 July 2026**
- **24 July,** Friday for the issue of Friday **31 July 2026**
- **31 July,** Friday for the issue of Friday **07 August 2026**
- **06 August,** Thursday for the issue of Friday **14 August 2026**
- **14 August,** Friday for the issue of Friday **21 August 2026**
- **21 August,** Friday for the issue of Friday **28 August 2026**
- **28 August,** Friday for the issue of Friday **04 September 2026**
- **04 September,** Friday for the issue of Friday **11 September 206**
- **11 September,** Friday for the issue of Friday **18 September 2026**
- **17 September,** Thursday for the issue of Friday **25 September 2026**
- **25 September,** Friday for the issue of Friday **02 October 2026**
- **02 October,** Friday for the issue of Friday **09 October 2026**
- **09 October,** Friday for the issue of Friday **16 October 2026**
- **16 October,** Friday for the issue of Friday **23 October 2026**
- **23 October,** Friday for the issue of Friday **30 October 2026**
- **30 October,** Friday for the issue of Friday **06 November 2026**
- **06 November,** Friday for the issue of Friday **13 November 2026**
- **13 November,** Friday for the issue of Friday **20 November 2026**
- **20 November,** Friday for the issue of Friday **27 November 2026**
- **27 November,** Friday for the issue of Friday **04 December 2026**
- **04 December,** Friday for the issue of Friday **11 December 2026**
- **10 December,** Thursday for the issue of Friday **18 December 2026**
- **17 December,** Thursday for the issue of Thursday **24 December 2026**
- **23 December,** Wednesday for the issue of Thursday **31 December 2026**

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

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. R. 7041 **30 January 2026**

MARKETING OF AGRICULTURAL PRODUCTS ACT, 1996 (ACT NO. 47 OF 1996)

ESTABLISHMENT OF STATUTORY MEASURE: REGISTRATION OF EXPORTERS, IMPORTERS, PROCESSORS, PRODUCERS AND PURCHASERS OF COTTON

I, John Henry Steenhuisen, Minister of Agriculture, acting under sections 13 and 19 of the Marketing of Agricultural Products Act, 1996 (Act No. 47 of 1996), hereby establish the statutory measure set out in the Schedule.

(MR) J.H. STEENHUISEN (MP)
MINISTER OF AGRICULTURE

SCHEDULE

Definitions

1. In this Schedule any word or expression to which a meaning has been assigned in the Act shall have that meaning and unless the context otherwise indicates –

"cotton" means cotton lint and seed cotton derived from the ball of the cotton plant (Gossypium hirsutum);

"cotton lint" means the fibre derived from the seed cotton after the seed cotton has been ginned;

"Cotton South Africa" means Cotton South Africa NPC (Non-profit Company - Registration No. 199800820/08);

"ginner" means any person who gins seed cotton;

"gin" in relation to seed cotton, means to separate the seed and fibre in seed cotton and ginning has a corresponding meaning;

"seed cotton" means the lint and seed derived from the ball of the cotton plant (Gossypium hirsutum), before it has been ginned;

"the Act" means the Marketing of Agricultural Products Act, 1996 (Act No. 47 of 1996).

Purpose and aims of statutory measure and the relation thereof to objectives of the Act

2. The purpose and aims of this statutory measure are to compel the following parties to register with Cotton South Africa: All persons who produce seed cotton; all persons who are parties to the purchase of seed cotton from producers; those persons who process seed cotton; those persons who are parties to the purchase of cotton lint from producers or ginners; and those persons who import or export cotton. Registration is necessary to assist Cotton South Africa in ensuring that continuous, timeous and accurate market information relating to cotton is made available to all role-players. Market information is deemed essential for all role-players in a deregulated market, in order for them to be able to make informed decisions. By combining the compulsory registration with the furnishing of monthly returns on an individual basis, market information for the whole of the country can be processed and disseminated to the market place.

The established of this statutory measure will not only assist in enhancing market access for all market participants but should also assist in promoting the efficiency of the marketing of cotton. The viability of the cotton industry will thus be enhanced. The measure will not be detrimental to the number of employment opportunities within the economy or fair labour practice.

This statutory measure will be administered by Cotton South Africa NPC (Non-profit Company - Registration No. 199800820/08). Cotton South Africa is appointed to implement, administer and enforce the intervention set out in the Schedule.

Products to which statutory measure applies

3. This statutory measure shall apply to cotton.

Area in which statutory measure applies

4. This statutory measure shall apply within the geographical area of the Republic of South Africa.

Registration of parties concerned

5. (1) The following parties shall register as such with Cotton South Africa in the manner set out in clause 6:

a) All persons who produce seed cotton;

b) all persons who are parties to the purchase of seed cotton from producers;

c) those persons who process seed cotton;

d) those persons who are parties to the purchase of cotton lint from producers or ginners; and

e) those persons who import or export cotton.

(2) An application for registration in terms of subclause (1) shall be made within 30 days from the date of commencement of this statutory measure and, in case of a person becoming a party in terms of subclause (1) after such date of commencement, within 30 days of becoming a party in terms of subclause (1).

(3) The parties in terms of subclause (1) shall within 30 days of ceasing to be a party in terms of subclause (1) notify Cotton South Africa in writing thereof whereupon his or her registration shall be cancelled.

Application for registration

6. (1) Application for registration in terms of clause 5 shall be made on an application form, copies of which are obtainable free of charge from Cotton South Africa.

(2) The application form shall be completed in ink and signed by a person duly authorised thereto.

(3) a) The application form shall be submitted, when forwarded by post to -

Cotton South Africa

P.O. Box 912232

SILVERTON

0127; or

b) when delivered by hand delivered to –

Cotton South Africa

Cotton South Africa Building

90 Cycad Place

off Watermeyer Street

Val de Grace Extension 10

PRETORIA

0184.

Commencement and period of validity

7. This statutory measure shall come into operation on the date of publication hereof and shall lapse on 31 March 2030.

———

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. R. 7042 **30 January 2026**

MARKETING OF AGRICULTURAL PRODUCTS ACT, 1996 (ACT NO. 47 OF 1996)

ESTABLISHMENT OF STATUTORY MEASURE: RECORDS AND RETURNS BY EXPORTERS, IMPORTERS, PROCESSORS AND PURCHASERS OF COTTON

I, John Henry Steenhuisen, Minister of Agriculture, acting under sections 13 and 18 of the Marketing of Agricultural Products Act, 1996 (Act No. 47 of 1996), hereby establish the statutory measure set out in the Schedule.

(MR) J.H. STEENHUISEN (MP)
MINISTER OF AGRICULTURE

SCHEDULE

Definitions

1. In this Schedule any word or expression to which a meaning has been assigned in the Act shall have that meaning and unless the context otherwise indicates –

"contract ginning" means seed cotton ginned by a ginner on behalf of another party without the ownership of the cotton passing over to the ginner;

"cotton" means cotton lint and seed cotton derived from the ball of the cotton plant (Gossypium hirsutum);

"cotton lint" means the fibre derived from the seed cotton after the seed cotton has been ginned;

"Cotton South Africa" means Cotton South Africa NPC (Non-profit Company - Registration No. 199800820/08);

"ginner" means any person who gins seed cotton;

"gin" in relation to seed cotton, means to separate the seed and fibre in seed cotton and ginning has a corresponding meaning;

"seed cotton" means the lint and seed derived from the ball of the cotton plant (Gossypium hirsutum), before it has been ginned;

"the Act" means the Marketing of Agricultural Products Act, 1996 (Act No. 47 of 1996).

Purpose and aims of statutory measure and the relation thereof to objectives of the Act

2. The purpose and aims of this statutory measure are to compel the following parties to keep records and furnish returns to Cotton South Africa: Persons who are parties to the purchase of seed cotton from producers; those persons who process seed cotton; persons who import or export cotton; and those persons who are parties to the purchase of cotton lint from producers or ginners. This is deemed necessary to ensure that continuous, timeous and accurate market information relating to cotton is made available for all role-players. Information gathered by Cotton South Africa from the records and returns will be freely distributed to the market place. Market information is deemed essential for all role-players in a deregulated market, in order for them to be able to make informed decisions. By the compulsory furnishing of monthly returns

on an individual basis, market information for the whole of the country can be processed and disseminated to the market place.

The established of this statutory measure will not only enhance market access for all market participants but should also promote the efficiency of the marketing of cotton. Furthermore, proper market information will enhance the viability of the cotton industry and the agricultural sector at large. The measure will not be detrimental to the number of employment opportunities within the economy or fair labour practice.

This statutory measure will be administered Cotton South Africa NPC (Non-profit Company - Registration No. 199800820/08). Cotton South Africa is appointed to implement, administer and enforce the intervention set out in the Schedule.

It is envisaged that Cotton South Africa will make available macro generic market information to the cotton industry and other interested parties on a monthly basis. This information will be obtained from the returns rendered to Cotton South Africa and will be supplied on a national basis. The information will furthermore be made available in a manner suitable to reach the majority of the role-players in the cotton industry.

Products to which statutory measure applies

3. This statutory measure shall apply to cotton.

Area in which statutory measure applies

4. This statutory measure shall apply within the geographical area of the Republic of South Africa.

Records and returns to be kept and submitted by exporters, importers, processors, and purchasers of cotton

5. (1) The following parties shall keep records and furnish returns with regard to cotton in his or her possession or under his or her control:

a) Persons who are parties to the purchase of seed cotton from producers;

b) those persons who process seed cotton;

c) persons who import or export cotton; and

d) those persons who are parties to the purchase of cotton lint from producers or ginners.

(2) Cotton South Africa shall make forms available to facilitate the process of submittance of returns.

(3) a) The return shall be submitted monthly, when forwarded by post to -

Cotton South Africa

P.O. Box 912232

SILVERTON

0127; or

b) when delivered by hand delivered to –

Cotton South Africa

Cotton South Africa Building

90 Cycad Place

off Watermeyer Street

Val de Grace Extension 10

PRETORIA

0184.

(4) The return shall be submitted before or on the twentieth day of the month, following the month to which the records and returns relate, with the exception of the monthly crop return which have to reach Cotton South Africa not later than the end of the month to which the crop return relates.

(5) The records and returns shall in the case of the ginners, contain information with regard to the following:

a) The month concerned:

b) The marketing year applicable;

c) The name and address of the ginnery concerned;

d) with regard to seed cotton purchased from RSA producers, the following information:

(i) Cultivars;

(ii) opening stock in kg;

(iii) plus purchased stock during the month in kg;

(iv) less ginned stock during the month in kg;

(v) closing stock for the month in kg; and

e) with regard to seed cotton received from RSA producers for contract ginning, the following information:

(i) Cultivars;

(ii) opening stock in kg;

(iii) plus stock received during the month in kg;

(iv) less ginned stock during the month in kg;

(v) closing stock for the month in kg; and

f) with regard to seed cotton purchased from other persons or countries, the following information for the month concerned;

(i) Person or country;

(ii) opening stock in kg;

(iii) plus purchased stock in kg;

(iv) less ginned stock in kg;

(v) closing stock in kg; and

g) with regard to seed cotton received for contract ginning from other countries or persons other than RSA producers, the following information for the month concerned;

(i) Person or country;

(ii) opening stock in kg;

(iii) plus received stock in kg;

(iv) less ginned stock in kg;

(v) closing stock in kg; and

h) with regard to cotton lint produced from seed cotton purchased by the gin, the following information for the month concerned:

(i) Opening stock in kg;

(ii) plus stock produced;

(iii) less sales in kg;

(iv) closing stock in kg;

i) with regard to cotton lint produced from seed cotton received for contract ginning, the following information for the month concerned:

(i) Opening stock in kg;

(ii) plus stock produced;

(iii) less stock delivered in kg;

(iv) closing stock in kg;

(6) A monthly crop return shall be submitted by the ginners which reflect the following information per production area and country, in respect of seed cotton that the gin expects to purchase and/or expects to contract gin:

a) the month concerned;
b) production year concerned;
c) name and address of the ginnery concerned;
d) date on which report is submitted;
e) area under which crop is planted;
f) hectares under irrigation or dryland;
g) estimated yield in kg seed cotton per hectare with regard to areas under irrigation or dryland;
h) estimated crop in 200 kg lint bales;
i) percentage handpicked; and
j) percentage of crop ginned up to date.

(7) A monthly return shall be submitted by spinners which reflect the following information:

a) the month concerned;
b) the marketing year concerned
c) name and address of spinner concerned;
d) with regard to cotton lint purchased, the following information for the month concerned:
    i. name of the seller
    ii. date received;
    iii. cotton lint purchased from each seller in kg; and
e) with regard to cotton lint received, the following information:
    i. the month concerned;
    ii. cotton lint received in kg from South Africa, Swaziland, Zimbabwe and other countries;
    iii. closing stock in kg; and
f) with regard to the quantity cotton lint consumed, the following information:
    i. the month concerned;

ii. cotton lint consumed in kg from South Africa, Swaziland, Zimbabwe and other countries;

iii. closing stock in kg;

(8) A monthly return shall be submitted by any person who import or export cotton, which reflect the following information:

a) the month concerned:

b) the marketing year concerned;

c) name and address of person or instance concerned;

d) type of product imported or exported;

e) quantities or volume concerned in kg; and

f) origin and/or destination of each quantity or volume in kg.

(9) A record system that reflects good accounting practice shall be introduced and kept by Cotton South Africa.

(10) The records of Cotton South Africa, and agents if appointed, shall at least annually be audited by an internationally recognised firm of Chartered Accountants and in addition be subject to internal audits and controls as may be required by the Companies Act.

Commencement and period of validity

6. This statutory measure shall come into operation on the date of publication hereof and shall lapse on 31 March 2030.

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DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. R. 7043 **30 January 2026**

MARKETING OF AGRICULTURAL PRODUCTS ACT, 1996 (ACT NO. 47 OF 1996)

ESTABLISHMENT OF STATUTORY MEASURE AND DETERMINATION OF GUIDELINE PRICES: LEVY RELATING TO COTTON LINT

I, John Henry Steenhuisen, Minister of Agriculture, acting under sections 13 and 15 of the Marketing of Agricultural Products Act, 1996 (Act No. 47 of 1996), hereby -

(a) establish the statutory measure set out in the Schedule hereto;

(b) determine that the guideline price for cotton lint shall be 3100c per kilogram.

(MR) J.H. STEENHUISEN (MP)
MINISTER OF AGRICULTURE

SCHEDULE

Definitions

1. In this Schedule any word or expression to which a meaning has been assigned in the Act shall have that meaning and unless the context otherwise indicates –

"cotton" means cotton lint and seed cotton derived from the ball of the cotton plant (Gossypium hirsutum);

"cotton lint" means the fibre derived from the seed cotton after the seed cotton has been ginned;

"Cotton South Africa" means Cotton South Africa NPC (Non-profit Company - Registration No. 199800820/08);

"ginner" means any person who gins seed cotton;

"gin" in relation to seed cotton, means to separate the seed and fibre in seed cotton and ginning has a corresponding meaning;

"seed cotton" means the lint and seed derived from the ball of the cotton plant (Gossypium hirsutum), before it has been ginned;

"the Act" means the Marketing of Agricultural Products Act, 1996 (Act No. 47 of 1996).

Purpose and aims of statutory measure and the relation thereof to objectives of the Act

2. The purpose and aims of this statutory measure are to provide financial support for the following functions that the cotton industry has identified as essential and in the interest of the industry as a whole:

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

- Assisting in driving the cotton sector towards sustainable practices that support economic, environmental and social operations.

The maintenance of aggregate industry information is regarded as critical for strategic planning by the cotton industry. Proper and accurate market information that is available on a continuous and timeous manner, will not only increase market access for all market participants, but will also promote the efficiency of the marketing of cotton.

The promotion of the production of cotton can make a significant contribution towards the level of household food security in South Africa, particularly in the more arid regions of the country where other summer crops have regularly failed. It is furthermore important that perceptions be changed in terms of crops more suited to those areas to feature more strongly.

Research is essential for the furtherance of the primary cotton industry's competitive position, taking into account the extremely competitive marketing environment in which cotton compete and the steady decline in the cotton fibre market over the past few years. Research is also important for cotton cultivation by commercial and small-scale farmers. Studies in connection with cultivar characteristics such as yield tendencies, adaptability and yield stability, make it possible for the cotton producer to make meaningful cultivar choices for specific conditions.

Quality standards, grading and classification as well as independent arbitration services for quality disputes have to be maintained in order to promote the efficiency of cotton marketing per se. This function is deemed a basic precondition for the orderly marketing of cotton. Therefore, grading staff of ginners, spinners, i.e. processors of cotton, as well as traders, also have to be trained on a continuous basis.

A portion of the funds collected by means of this levy will also be focused on smallholder farmers and to promote inclusivity in the cotton industry.

The establishment of this statutory measure will not only assist in enhancing market access for all market participants but will also enhance the viability of the cotton industry and optimise export earnings from cotton exports. The establishment of this measure will in fact further all the objectives of the Act as stipulated in Section 2 thereof.

This statutory measure shall be administered by Cotton South Africa.

Product to which statutory measure applies

3. This statutory measure shall apply to cotton lint.

Area in which statutory measure applies

4. This statutory measure shall apply within the geographical area of the Republic of South Africa.

Imposition of levy

5. A levy is hereby imposed on all cotton lint, ginned by ginners from seed cotton.

Amount of levy

6. The levy shall amount to 31 cent per kilogram of cotton lint produced, excluding VAT with annual adjustments equal to the preceding year's consumer price index as from 1 April 2027.

Persons by whom and to whom levy is payable

7. The levy imposed in terms of clause 5 and 6 shall -
   (a) be payable by ginners on behalf of producers/agents/suppliers of seed cotton, on a monthly basis for all cotton processed by the ginnery; and
   (b) be payable to Cotton South Africa.

Payment of levy

8. (1) Payment shall be made not later than the 20th day of the month that follows the month during which the cotton lint was processed, and on which the levy is payable.

   (2) Payment shall be made by means of an electronic funds transfer, in favour of Cotton South Africa NPC.

   (3) The electronic funds transfer payment shall be submitted monthly- after submitting returns to Cotton SA and being invoiced for the outstanding levy amount.

Conditions of approval

9. This statutory measure is subject to the following conditions:

a) That 70% of levy income be spent on research, information and other core functions, 20% on transformation (development of emerging farmers) and not more than 10% on administration;

b) That levies be accounted for, in a manner and to the extent acceptable to the Auditor-General, separately from any other funds or assets under the control of Cotton SA, and audited by the Auditor-General; and

c) That after the lapsing of the levy, any surplus funds be utilised subject to the approval of the Minister.

Commencement and period of validity

10. This statutory measure shall come into operation on 1 April 2026 and shall lapse on 31 March 2030.

———

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 7044 **30 January 2026**

LABOUR RELATIONS ACT, 1995

NATIONAL BARGAINING COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA: EXTENSION TO NON-PARTIES OF THE SUPPLEMENTARY SICK BENEFIT FUND COLLECTIVE AGREEMENT

I, **NOMAKHOSAZANA METH**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **National Bargaining Council of the Leather Industry of South Africa,** and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry with effect from the second Monday after the date of publication of this notice and for the period ending 31 May 2028.

MS N METH, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 14 January 2026

UMNYANGO WEZEMISEBENZI NEZABASEBENZI

R. ..... **USUKU: .....**

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA 1995

UMKHANDLU KAZWELONKE WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI BEMBONI YEZIKHUMBA: UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI BESIGABA SE SUPPLEMENTARY SICK BENEFIT FUND, SELULELWA KULABO ABANGEYONA INGXENYE YESIVUMELWANO

Mina, **NOMAKHOSAZANA METH**, onguNgqongqoshe Wezemisebenzi NezabaSebenzi, ngokwesigaba-32(2) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **kuMkhandlu KaZwelonke Wokuxoxisana phakathi kwabaQashi Nabasebenzi Embonini Yezikhumba,** futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabaSebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni, kusukela ngoMsombuluko wesibili emva kosuku lokushicilelwa kwalesiSaziso kuze kube isikhathi esiphela mhlaka 31 kuNhlaba 2028.

MS N METH, MP
UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI
USUKU: 14 January 2026

SCHEDULE

NATIONAL BARGAINING COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA

SUPPLEMENTARY SICK BENEFIT FUND AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1995, made and entered into by and between the -

(a) **Southern African Footwear and Leather Industries Association (SAFLIA);**

(hereinafter referred to as the "employers" or the "employers' organisations") of the one part, and the

(b) **National Union of Leather and Allied Workers (N.U.L.A.W);**

(c) **Southern African Clothing and Textile Workers' Union (SACTWU)**

(hereinafter referred to as the "employees" or the "trade unions") of the other part, being parties to the National Bargaining Council of the Leather Industry of South Africa.

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10. Exemption

ANNEXURES

A - Exemptions and Exemptions Appeal Policy and Procedure

1. PREAMBLE

This agreement formalises the contributions paid by members of SAFLIA with regards to the Supplementary Sick Fund Agreement concluded in 2004.

2. SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed in the Leather Industry -

(i) by all employers who are members of the employers' organisation employing members of the party trade unions and by all employees who are members of the trade unions who are engaged and employed in the Footwear Sector of the Leather Industry respectively.

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(ii) Notwithstanding the provisions of subclause (2)(i), the terms of this Agreement shall not apply to non-parties in respect of Clauses 2(i), 3(i) and 3(ii).

3. DATE AND PERIOD OF OPERATION

(i) This Agreement shall come into operation for parties on 1 July 2025 or the date of signature of the agreement whichever date is later.

(ii) This Agreement will amend the current status or practice referred to in the Preamble (Clause 1) and all previous agreements and will come into operation upon signature of the collective agreement for 2025.

(iii) This agreement will come into operation for non-parties on such date as the Minister of Labour extends the agreement to them, and will thereafter remain in force for the period until 31 May 2028.

4. DEFINITIONS

All expressions used in this Agreement which are defined in the Labour Relations Act, 1995, shall have the same meaning as in that Act; and unless the contrary intention is indicated, words importing the masculine gender shall include the feminine. Further, unless inconsistent with the context -

"Council" means the National Bargaining Council of the Leather Industry of South Africa;

"Footwear Sector" means that part of the Leather Industry in which employers and employees are associated for the manufacture and/or partial manufacture, and/or finishing of partially manufactured, and/or of components, and/or assembling of components of all types of footwear, excluding bespoke footwear.

"industry" or "leather industry" means the industry in which employers and employees are associated for one or more of the following purposes:

(1) The manufacture and/or partial manufacture, and/or finishing of partially manufacture and/or components

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(2) and/or assembling of components of:

(a) footwear, excluding bespoke made footwear;

"member" means a person who is a member of the National Union of Leather and Allied Workers (N.U.L.A.W) and Southern African Clothing and Textile Workers Union (SACTWU) and who is employed in the Footwear Sector of the Leather Industry.

"Member" shall mean an employee who is a member of either N.U.L.A.W or SACTWU and who is employed in the Footwear Sector of the Leather Industry.

"N.U.L.A.W" means the National Union of Leather and Allied Workers.

"SACTWU" means the Southern African Clothing and Textile Workers Union.

"SAFLIA" means the Southern African Footwear and Leather Industries Association.

"Basic wage" means the weekly wage as prescribed in Column A of Annexures D, D1 & D2 of the Footwear Sector Collective Agreement.

5. OBJECTIVE OF THE FUNDS

The objects of the Funds shall be:-

The trade unions shall provide to its members additional benefits to those benefits provided by the Leather Industry Sick Benefit Fund in terms of the Sick Benefit Fund Agreement, as well as social benefits as determined by the Trade Unions from time to time.

6. CONTRIBUTIONS

(1) Employers who employ members of N.U.L.A.W and/or SACTWU are required to pay the contributions as stipulated below

(i) 0.9% of **members** basic wage.

(ii) For new employers contributing towards the Supplementary Sick Fund;

a. For the period 1 July 2025 to 31 December

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2025, an amount of 0.45% of **members** basic wage.

b. As from, 1 January 2026, 0.9% of **members** basic wage.

(2) The employer shall forward separate payments for the amounts due to N.U.L.A.W and SACTWU to the General Secretary of the Council, P O Box 3959, North End, Gqeberha, 6056 or at any other such address the Council may decide from time to time, by no later than the fifteenth (15th) day of the following month.

(3) The employer will deposit monies due in terms of sub-clause (2) into a banking account administered by the Council.

(4) The General Secretary will, at the end of each month, pay to N.U.L.A.W and SACTWU, the amounts received for the preceding month in proportion to the amounts received on their behalf.

(5) When transmitting payments in terms of sub-clause (2), the employer will submit to the General Secretary a list of the members of N.U.L.A.W and SACTWU to which the contributions relate.

(6) The list submitted in terms of sub-clause (5) must reflect the following:

(i) Name, surname and work number of the trade union member;

(ii) Weekly wage of the trade union member;

7. ADMINISTRATION

(1) The *Council* is responsible for the administration and enforcement of this Agreement and may appoint one or more agents to monitor and enforce compliance with this Agreement. It shall be the duty of every employer to permit such persons to enter his establishment and institute such enquiries and to examine such documents, books, wage records and pay envelopes and to question such individuals as may be necessary for the purpose of

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ascertaining whether the provisions of this Agreement are being observed.

(2) The *Council* may issue guidelines to employers and employees regarding the implementation of this Agreement.

(3) Bargaining Council Agents

The Council must appoint agents to assist in giving effect to this agreement. An employer must give such agents access to his establishment and permit them to examine such documents, books, wage records, pay envelopes and to question such individuals as may be required to establish whether this agreement is complied with.

8. DISPUTE RESOLUTION

(1) The Secretary of the Council may at any time require a Designated Agent to monitor compliance with the provisions of this Agreement.

(2) Any person may lodge a complaint or refer a dispute about the interpretation, application or enforcement of this Agreement to the Secretary of the Council for resolution in terms of this Agreement.

(3) The Secretary of the Council may require a designated agent to investigate the complaint or dispute.

(4) The designated agent shall investigate the facts surrounding the dispute and if the agent has reason to believe that a collective agreement has been breached, the agent may endeavour to secure compliance with the agreement through conciliation.

(5) The designated agent must submit a written report to the Secretary on the investigation, the steps taken to secure compliance and the outcome of those steps.

(6) If in the course of performing a designated agent's duties, an agent discovers what appears to be a breach of the Agreement, the agent:

(a) may investigate the alleged breach;

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(b) may endeavour to secure compliance with the Agreement; and

(c) must submit a report to the Secretary on the investigation, the steps taken to secure compliance and the outcome of those steps.

(7) On receipt of the report, the Secretary may:

(a) require the designated agent to make further investigations;

(b) if further conciliation is indicated, appoint a conciliator from the Council's panel of conciliators;

(c) refer the dispute for conciliation to the Disputes Committee of the Council;

(d) issue a compliance order; or

(e) refer the dispute to arbitration in terms of this Agreement.

(8) If a conciliator is appointed or the dispute is referred to the Disputes Committee, the Secretary must decide the date time and venue of the conciliation meeting and must serve notices of these particulars on the parties to the dispute.

(9) Where a dispute is referred to conciliation, the conciliator or disputes committee must attempt to resolve the dispute within a period of 30 days or within an extended period as agreed by the parties to the dispute.

(10) Where a dispute is not resolved after a conciliation meeting, or after 30 days, or after any extended period as agreed between the parties, the Council must issue a certificate stating that the dispute was not resolved.

(11) Where the Act requires a dispute to be resolved through Arbitration and a certificate has been issued in terms of (10), any party may request the Council to appoint an arbitrator to resolve the dispute. Such request must be made within 30 days of the date of the certificate issued in terms of (10). The parties to the dispute may agree to extend this period or the arbitrator may condone a late referral on good cause shown.

(12) If a compliance order is issued, that order must be served on the party allegedly in breach of the Agreement.

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(13) The party on whom the order is served may object in writing. The objection must be served on the Council within 14 days service of the order.

(14) If a party objects, the Secretary may take any of the steps referred to in sub-clause (7) except the issue of another compliance order.

(15) If a party fails to object, the Secretary may, at any time, apply to have the order made an arbitration award.

(16) If the dispute is referred to arbitration, the Secretary must appoint an arbitrator from the Council's panel of arbitrators. Arbitrators serving on the panel shall be appointed to arbitrate matters on a rotational basis, unless the parties to the dispute agree on an Arbitrator from the panel, with the next available Arbitrator being appointed should any panel member(s) not be available in terms of such rotation.

(17) The Secretary, in consultation with the arbitrator, must decide the date, time and venue of the arbitration hearing.

(18) The Secretary must serve notices of the date, time and venue of the arbitration on:

(a) the parties to the dispute;

(b) any person who may have a legal interest in the outcome of the arbitration.

(19) Unless this agreement provides otherwise, the Arbitrator must resolve the dispute through arbitration.

(20) The arbitrator must conduct the arbitration in a manner that the arbitrator considers appropriate in order to determine the dispute fairly and quickly, but must deal with the substantial merits of the dispute with the minimum of legal formalities.

(21) Subject to the arbitrator's discretion as to the appropriate form of the proceedings, a party to the dispute, including the Council, may give evidence, call witnesses, question witnesses of any other party, and address concluding arguments to the arbitrator.

(22) The arbitrator may suspend the arbitration proceedings and attempt to resolve the dispute through conciliation if the Council and the parties to the dispute consent to this.

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(23) In any arbitration proceedings, a party to the dispute may appear in person or be represented by a legal practitioner, a co-employee or by a member, office-bearer or official of that party's trade union or employers' organisation and, if the party is a juristic person, by a director or employee.

(24) If the party who referred the dispute to the Council fails to appear in person or to be represented at the arbitration proceedings, the arbitrator may dismiss the matter.

(25) If a party, other than the party who referred the dispute to the Council, fails to appear in person or be represented at the arbitration proceedings, the arbitrator may-

(a) continue with the arbitration proceedings in the absence of that party; or

(b) adjourn the arbitration proceedings to a later date.

(26) The Secretary may refer disputes to expedited arbitration if the Secretary is satisfied that-

(a) a compliance order has been issued and the party on whom the order has been issued has not objected to the order;

(b) the dispute is capable of being determined by written evidence only;

(c) the dispute is only about the interpretation of the Agreement; or

(d) the parties to the dispute agree.

(27) Notwithstanding the provisions of sub-clause (23), the arbitrator may determine the dispute and make the compliance order an award without hearing oral evidence if the arbitrator is satisfied that-

(a) the parties have been properly served; and

(b) it is appropriate in the circumstances to do so.

(28) Within 14 days of the conclusion of the arbitration proceedings -

(a) the arbitrator must issue an arbitration award with reasons, signed by the arbitrator; and

(b) the Council must serve a copy of that award on each party to the dispute.

(29) On good cause shown, the Secretary of the Council may

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extend the period in which the arbitration award and the reasons are to be served and filed.

(30) The arbitrator may make any appropriate award, including an order for costs, that gives effect to the collective agreement.

(31) An arbitrator may at his or her own initiative or as a result of an application by an affected party, vary or rescind an award-

(a) erroneously sought or made in the absence of any party affected by the award;

(b) in which there is ambiguity, or an obvious error or omission, but only to the extent of that ambiguity, error or omission; or

(c) granted as a result of a mistake common to the parties to the proceedings.

(32) The Secretary of the Council may apply to make the arbitration award an order of the Labour Court under section 158(1) of the Labour Relations Act.

(33) The provisions of this dispute procedure stand in addition to any other legal remedy through which the Council may enforce a collective agreement or recover any money due.

(34) (a) If the Arbitrator finds that any party has failed to comply with any provision of the collective agreement which is binding on that party, the Arbitrator may, in addition to any other appropriate order, impose a penalty.

(b) The maximum penalty that the Arbitrator may be impose-

(i) for a failure to comply with a provision of the collective agreement not involving a failure to pay and non-payment the penalty determined in terms of Table One;

TABLE ONE:
MAXIMUM PERMISSIBLE PENALTY NOT INVOLVING AN UNDERPAYMENT

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No previous failure to comply	R300 per employee or incident in respect of whom/which the failure to comply occurs i.e. daily, weekly, fortnightly, monthly or otherwise as the case may be.
A previous failure to comply in respect of the same provision	R600 per employee or incident in respect of whom/which the failure to comply occurs. i.e. daily, weekly, fortnightly, monthly or otherwise as the case may be.
A previous failure to comply within the previous 12 months or two previous failures to comply in respect of the same provision within three years	R900 per employee or incident in respect of whom/which the failure to comply occurs. i.e. daily, weekly, fortnightly, monthly or otherwise as the case may be.
Three previous failures to comply in respect of the same provision within three years	R1200 per employee or incident in respect of whom/which the failure to comply occurs. i.e. daily, weekly, fortnightly, monthly or otherwise as the case may be.
Four previous failures to comply in respect of the same provision within three years	R1500 per employee or incident in respect of whom/which the failure to comply occurs. i.e. daily, weekly, fortnightly, monthly or otherwise as the case may be.

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TABLE TWO

MAXIMUM PERMISSIBLE PENALTY INVOLVING AN UNDERPAYMENT

No previous failure to comply	25% of the amount due, including any interest owing on the amount at the date of the order
A previous failure to comply in respect of the same provision within three years	50% of the amount due, including any interest owing on the amount at the date of the order
A previous failure to comply in respect of the same provision within a year, or two previous failures to comply in respect of the same provision within three years	75% of the amount due, including any interest owing on the amount at the date of the order
Three previous failures to comply in respect of the same provision within three years	100% of the amount due, including any interest owing on the amount at the date of the order
Four or more previous failures to comply in respect of the same provision within three years	200% of the amount due, including any interest owing on the amount at the date of the order

9. DISSOLUTION AND TERMINATION

The agreement will automatically dissolve and terminate if:

(i) The 3 tier system as per Sector Classification in the Footwear Sector dissolve

(ii) Any amendment to this agreement is only valid in writing by an agreement between the parties

10. EXEMPTIONS

Exemption and Exemption Appeal shall be observed in terms of provisions made in Annexure A.

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Signed by the Parties at DURBAN this 23rd day of JULY 2025

Jirka Vymetal .....

On behalf of SAFLIA

Ashley Benjamin .....

On behalf of N.U.L.A.W

Fachmy Abrahams .....

On behalf of SACTWU

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