Government Gazette
Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Regulation Gazette **No. 11965** *Regulasiekoerant*

Vol. 729 **27 March Maart** **2026** **No. 54412**

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

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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

GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 7296 **27 March 2026**

LABOUR RELATIONS ACT, 1995

BARGAINING COUNCIL FOR THE CONTRACT CLEANING SERVICES INDUSTRY (KWA-ZULU-NATAL): EXTENSION TO NON-PARTIES OF THE MAIN 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 **Bargaining Council for the Contract Cleaning Services Industry (Kwa-zulu Natal)**, 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 first day of the month after the date of publication of this Notice and shall remain in force until replaced by a subsequent agreement.

MS N METH, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 18 March 2026

SCHEDULE

BARGAINING COUNCIL FOR THE CONTRACT CLEANING SERVICES INDUSTRY (KWA-ZULU NATAL)

MAIN COLLECTIVE AGREEMENT

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

The National Contract Cleaners Association

(hereinafter referred to as "the Employers" or "the Employers Organisation") of the one part, and the

South African Transport and Allied Workers Union (SATAWU)
National General Workers Union (NAGEWU)
Transport, Retail, & General Workers Union (THORN)
South African United Workers Liberation Movement (SAUWOLIMO)

(hereinafter referred to as the "Employees" or the "Trade Unions", of the other part, being parties to The Bargaining Council for The Contract Cleaning Services Industry (Kwa-Zulu Natal).

1. SCOPE OF APPLICATION OF THE AGREEMENT.

(1) The terms of this Collective Agreement shall be observed by employers and employees in the Contract Cleaning Services Industry as defined hereunder, in the Province of Kwa-Zulu Natal: -

"Contract Cleaning Services Industry" or "Industry" means the industry in which employers and employees are associated on fixed-term or fixed project contracts for carrying out one or more of the following activities for hire or reward:

(a) The cleaning or washing, by hand or machine, of furniture, windows, carpets, doors, floors, ceilings, roofs, baths, showers, toilets, kitchens, tools, machinery, at the premises of a client, including but not limited to state, industrial, commercial, business premises, residential premises, hotels, markets, hospitals and flats, buildings, and includes the maintenance of gardens and grounds that are contained within the same project and/or contract and is undertaken by the same employer, but excludes contracts that are exclusively garden and ground maintenance;

(b) The cleaning of roads or highways or the interior or exterior of any air-planes, trucks, cars, buses, trains, ships or any vehicle requiring to be cleaned or valeted excluding auto valet establishments as defined in the certificate of registration of the Motor Industry Bargaining Council;

(c) The hiring out by temporary employment services of employees for activities or operations which ordinarily or naturally fall within the definition of contract cleaning, irrespective of the class of undertaking, industry, trade or occupation in which the client is engaged as an employer.

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(2) Notwithstanding the provisions of sub-clause (1) above, this Agreement shall apply to Employees for whom wages are prescribed in this Agreement and to the employers of such employees;

2. PERIOD OF OPERATION OF AGREEMENT.

(1) This Agreement shall only come into operation from the 1st day of the month following the date of promulgation by the Minister.

a) Notwithstanding this the parties agree that the current Main Agreement shall continue to be enforced.

(2) The parties agree to abide by clause 10.4 of the Council Constitution which reads as follows:
"the parties agree that any agreement reached between them shall not be legally binding on any parties concerned unless such agreement has been reduced to writing, has been signed by all the parties, promulgated and extended to non-parties by way of the Government Gazette."

(3) Upon expiration of this agreement and in the absence of a new agreement, the terms and conditions prevailing at the time of expiration shall apply until such time as a new agreement has been promulgated.

(4) The parties agree to request the Minister of Employment and Labour to extend the Main Collective Agreement in terms of Section 32 (1) of the Labour Relations Act to non-parties

3. DEFINITIONS.

"Act" means the Labour Relations Act, 1995 (Act No.66 of 1995) and as amended from time to time.

"Cleaner" means a person who is required to spend more than 50% of his/her time to perform any of the following: to clean or wash, by hand or machine, furniture, windows, carpets, doors, floors, ceilings, roofs, baths, showers, toilets, kitchens, tools, machinery, at the premises of a client, including but not limited to state, industrial, commercial, business premises, residential premises, hotels, markets, hospitals and flats, buildings and includes the maintenance of the gardens and grounds or roads or highways and the interior or exterior part of any air-planes, trucks, cars, buses, trains, ships, boats or any other vehicle requiring to be so cleaned or valet and/or to perform any work incidental thereto, which includes learnerships, but specifically excludes domestic worker.

"Casual Employee" means a person employed by the same employer on not more than three days per week.

"Domestic worker" means an employee who is employed by an individual, a temporary employment service or any other employer to undertake the domestic work of up to six private residences per week. The work carried on by the Domestic worker would be that of cleaning, washing, ironing, child minding and the preparation of food and the cleaning up thereafter at a private residence. For the purposes of this definition a private residence would be defined as a residence where one family unit resides. This would exclude the common areas of any residential premises, hotels, commercial properties, flat buildings or residential developments.

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"Council" means the Bargaining Council for the Contract Cleaning Services Industry (Kwa-Zulu Natal), as registered in terms of Section 27 of the Act.

"day" means any period of 24 hours, calculated from the time an employee commences work.

"emergency work" means any work which is required to be done without delay, due to unforeseen circumstances such as fires, storms, accidents, acts of violence, epidemic, sabotage, industrial unrest, theft and/or breakdown or threatened break-down of buildings.

"establishment" means any premises or section of premises in which are employed one or more employees of the class defined in Clause 1 hereof.

"law" includes the Common Law.

"military service" means any period of military service or training required in terms of the Defence Act, 1957.

"monthly wage" shall mean the hours normally worked in a week multiplied by the rate applicable as stipulated in clause 4 and multiplied by 4.33.

"night work" means any period of work (other than overtime work) which falls between the hours of 18:00 and 06:00.

"overtime" means a period worked by an employee, on any day of any week, which is in excess of the maximum normal working hours per week laid down in Clause 7 hereof.

"piece-work" means any system under which an employee's remuneration is based on the quantity of work done by him.

"probationary period" means a maximum period of 4 (four) months in which time an employee will be considered a temporary employee.

"public holiday" means any day laid down as such in the Public Holidays Act, 1994.

"shift worker" means an employee engaged in performing an activity in shifts, at an establishment where two or three consecutive shifts are worked per day on not more than six days in any week.

"Temporary Employee for the purpose of the Provident Fund and The Family Medical Crisis Plan" shall mean:

a) An employee who has been contracted to fill the position of an employee on sick, maternity, general absenteeism or annual leave; or

b) An employee who has been contracted to work on a specific site where the contract with the employer's client is for a period of no more than 6 (six) months.

"wage" means the amount of money payable by an employer to his/her employee, in terms of any agreement in the Council in respect of ordinary hours worked by him, as laid down in Clause 4 hereof; provided that **"ordinary wage"** and **"weekly wage"** shall have equal meaning if an employer regularly pays an Employee for ordinary hours worked, at a rate higher than that laid down in any Agreement for such type of work; and

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"week" means the seven-day period usually considered to be the working week of the Employee concerned.

4. REMUNERATION.

4.1 An employer shall pay employees for ordinary hours worked at the following rates per hour (or part thereof), calculated on a pro rata basis for all employees:

a) **the province of Kwa-Zulu Natal**

i) **With effect from the 1st day of the month following the date of promulgation by the Minister – R32.40 per hour;**
ii) **With effect from 1st March 2027 – R34.02 per hour;**
iii) **With effect from 1st March 2028 – R35.72 per hour**

4.2 A casual employee who is required to perform the same class of work as that performed by an employee, shall be paid by the employer at the rate applicable to ordinary hours worked by employees, as laid down above.

4.3 In addition to the ordinary wage, an employer shall pay a night work allowance to any employee required or permitted to do night work, and such allowance shall be calculated in respect of each night hour (or part thereof) so worked, at a rate of 10% of said employee's hourly wage.

4.4 An employer shall give the first option of work on any contract to any employees in his/her employ in order to enable such employees to increase their hours of work up to the maximum prescribed. Provided the application of this clause will under no circumstances create an expectation of continued employment.

Any dispute relating to this sub-clause shall be referred to conciliation and if unresolved to arbitration in accordance with the Council Constitution, or if applicable, the Labour Relations Act, 1995.

4.5 "An annual incentive bonus" will be paid to all cleaners in employment on the 1st December, in the month of December each year and **will be paid no later than the 20th of December.** The bonus will be as follows:

a) An amount equivalent to 4.33 (four point three three) times the employee's weekly wage;

b) The annual incentive bonus will be pro rata calculated on the number of full calendar months service divided by 12 and multiplied by 4.33 (four point three three) times his weekly wage.

c) Definition of Full Calendar Month of Service:

i) Current Employees who are currently in the service of employers and who do not ordinarily work on a Saturday, Sunday or Public Holiday will not attract a pro-rata penalty, for purposes of bonus calculations, where the first day of

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the month falls on a Saturday, Sunday or public holiday.

ii) New Employees who are engaged after the 1st day of the month will attract a pro-rata penalty when Annual Incentive Bonuses are calculated.

c) The weekly wage as set out in clauses (a) and (b) are to be read and calculated as per the formula set out in clause (d) of this section.

d) The Calculation of Annual Incentive Bonus on Old / New Rate during full Calendar Year of that Annual Incentive Bonus shall be calculated on the prevailing rate of pay for each employee for each month worked during that Calendar Year.

e) Incentive Bonus Penalty due to Absence from Work

i) Any statutory absence from work in terms of the Basic Conditions of Employment Act 75 of 1997 as amended, in particular section 20 Annual leave, section 22 Sick leave, section 25 Maternity leave and section 27 Family Responsibility leave, the Main Agreement and Lay-Offs due to an Injury on Duty, will not attract a pro-rata penalty when calculating the Annual Incentive Bonus.

ii) All other absences from work, whether authorized or unauthorized, will attract a penalty when Annual Incentive Bonuses are calculated.

f) Casual employees do not qualify for the Annual Incentive Bonus

g) Clause 4.5 c) ii; 4.5 d); and 4.5 f) above, are subject to the employer's right to exercise his/her discretion to regard these clauses as minimums.

The inclusion of the pro-rata clause below (Clause 4.6) will come into effect in the increase year of 2028 with the clauses stated below:

4.6 "An annual incentive bonus" will be paid to all cleaners in employment on the 1st December, in the month of December each year and will be paid no later than the 20th of December. The bonus will be as follows:

e) An amount equivalent to 4.33 (four point three three) times the employee's weekly wage;

f) The annual incentive bonus will be pro rata calculated on the number of full calendar months' service divided by 12 and multiplied by 4.33 (four point three three) times his weekly wage.

c) Definition of Full Calendar Month of Service:

i) Current Employees who are currently in the service of employers and who do not ordinarily work on a Saturday, Sunday or Public Holiday will

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not attract a pro-rata penalty, for purposes of bonus calculations, where the first day of the month falls on a Saturday, Sunday or public holiday.

ii) New Employees who are engaged after the 1st day of the month will attract a pro-rata penalty when Annual Incentive Bonuses are calculated.

d) The weekly wage as set out in clauses (a) and (b) are to be read and calculated as per the formula set out in clause (d) of this section.

e) The Calculation of Annual Incentive Bonus on Old / New Rate during full Calendar Year of that Annual Incentive Bonus shall be calculated on the prevailing rate of pay for each employee for each month worked during that Calendar Year.

f) Incentive Bonus Penalty due to Absence from Work

i) Any statutory absence from work in terms of the Basic Conditions of Employment Act 75 of 1997 as amended, in particular section 20 Annual leave, section 22 Sick leave, section 25 Maternity leave and section 27 Family Responsibility leave, the Main Agreement and Lay-Offs due to an Injury on Duty, will not attract a pro-rata penalty when calculating the Annual Incentive Bonus.

ii) All other absence from work, whether authorized or unauthorized, will attract a penalty when Annual Incentive Bonuses are calculated.

g) Casual employees do not qualify for the Annual Incentive Bonus

h) Clause 4.5 c) ii; 4.5 e); and 4.5 g) above, are subject to the employer's right to exercise his/her discretion to regard these clauses as minimums.

Annual Incentive Bonus

4.6.1 Pro-rata Incentive bonus will be paid:

4.6.1.1 Should that employee's dismissal subsequently found to be unfair at a dispute resolution forum, then such an employee shall be granted the pro-rata Incentive bonus.

4.6.1.2 Retirement – as per main agreement section (29)

"an employee shall retire from employment as soon as said employee reaches the age of qualification for a State Retirement Pension in terms of the relevant legislation".

(current state retirement age is sixty (60) years of age)

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4.6.1.3 Should an employee's service be terminated owing to the termination of a contract by the client, and with no alternative work being found for the employee conducted by the employer, which date of termination is before December of that year, that employee shall be paid a pro-rata portion of such *incentive* bonus, calculated at the date of termination of employment.

5. MINIMUM HOURS

5 **An employer shall not employ any cleaner to work for less than 6 (six) hours per day, if an employee works for less than 6 (six) hours then that employee shall be paid for 6 (six) hours.**

6. PAYMENT OF REMUNERATION.

6.1 Except as may be provided for in any Act (or any other Agreement of the Council which is binding in terms of Section 32 of the Act) any remuneration due by employers to employees in terms of this Agreement, shall be paid as follows in accordance with the rates laid down for the area of work and class of employee concerned:

a) Employees; on shift, night and/or continuous activity work:

i) Either by cheque or by transfer into a Building Society or Bank account;

ii) At a time agreed upon between the employer and the employee so employed, but which shall be during the usual office hours of the establishment concerned, but not later than 24 hours after the usual pay day; or within one week of termination of such employment, if this takes place before the usual pay day.

b) Casual employees:

i) In cash, or by cheque or transfer into a Building Society or Bank account.

ii) At least once per week until termination of such employment.

6.2 Presentation of Remuneration

a) Any remuneration paid to an employee shall be placed by the employer in a sealed envelope or container.

b) The details listed hereafter shall either be recorded on such envelope or container or shall be contained in a statement accompanying same:

i) Employer's name and address;

ii) Employee's name and/or payroll number;

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iii) period in respect of which payment is made.

iv) number of ordinary hours worked.

v) number of overtime hours worked in the payment period.

vi) number of hours worked in the payment period on a Sunday and/or a declared Public Holiday.

vii) employees' hourly wage.

viii) details of any other payment due arising from employment during the payment period.

ix) details of any deductions made in compliance with clause 5.3 hereafter.

x) net amount paid to employees.

xi) night shift allowance.

c) The envelope, container, or statement on which the particulars listed in b) above are recorded, shall become the property of the employee.

6.3 Deductions

Deductions as set out in sub clauses a) to e) below may be made with the written consent of such employee, or as otherwise required or permitted under the provisions of this Agreement or any other Agreement of the Council, or in any terms of the Act or any other law:

a) Deductions for Holiday, Sick, Medical, Insurance or Savings schemes, Provident or Pension Fund contributions, Loans, Accommodation and/or Trade Union subscriptions.

b) Deductions for unauthorised absence from work by employees (other than Casual Employees), proportionate to the period of absence, and calculated on the basis of the rate ruling at that point in time;

c) Deductions which the employer is required or permitted to make by law or order of any competent court;

d) Deductions for legitimate reduction in the specified ordinary hours of work performed by employees (other than casual employees) owing to short time, which shall be calculated for each reduced hour of work at a rate not exceeding the employee's set wage (at such time) for ordinary hours worked: Provided that -

i) such short time deduction shall not exceed one third of the employee's monthly wage, irrespective of the number of hours by which the ordinary hours of work are reduced;

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ii) that no deductions shall be made in the case of short time arising out of slackness of work, unless the employer has given his employees notice on the previous day, of his intention to so reduce the ordinary hours of work;

iii) that no deductions shall be made in respect to the first hour of short time (when of such work stoppage is caused either by bad weather or owing to the place of work being unfit for use or is in danger of becoming so) unless the employer has given his employees notice on the previous day that no work will be available;

e) Deductions by the employer (with written consent from the employee concerned) for any installment which the employer has paid or has undertaken to pay on a loan granted to such employees for the purpose of acquiring a dwelling by any banking institution, building society, insurance business, registered financial institution, local authority or by the State.

7. PROHIBITION ON FURTHER NEGOTIATION.

The contents of this main agreement are actual and not minimum standards for the Industry. No employer or employee(s)/trade union(s) may engage in a strike/work stoppage or lockout in pursuance of an improvement or improvements to any of the terms and conditions of this Agreement during the currency of this agreement.

8. REGULATION OF WORKING TIME.

8.1 Every employer must regulate the working time of each employee:

a) in accordance with the provisions of any Act governing occupational health and safety;

b) with due regard to the health and safety of employees;

c) with due regard to the Code of Good Practice on the Regulation of Working Time issued under section 87(1)(a) of the Basic Conditions of Employment Act;

d) with due regard to the family responsibilities of employees.

8.2 Interpretation of day:

For the purpose of this clause "day" means a period of 24 hours measured from the time when the employee normally commences work.

8.3 Ordinary hours of work:

a) subject to this clause an employer may not require or permit an employee to work more than:

i) 45 hours in any week; and

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ii) nine hours in any day if the employee works for five days or fewer in a week; or

iii) eight hours in any day if the employee works on more than five days in a week;

b) an employee's ordinary hours of work in terms of paragraph (a) (i) may by agreement be extended up to 15 minutes in a day but not more than 60 minutes in a week to enable an employee whose duties include serving members of the public to continue performing those duties after the completion of ordinary hours of work.

8.4 Meal Intervals

An employer shall not require or permit an employee to work continuously for more than five hours without a meal interval, during which meal interval the employee shall not be required or permitted to perform any work, and which shall not form part of the ordinary or overtime hours worked: Provided that:

a) The period of the meal interval may be reduced to not less than half an hour, subject to agreement between the employer and the employee;

b) If an employee works for 10hrs and above, they will be entitled to a two-hour meal interval, any employee working less than 10hrs will only be entitled to a meal interval of one hour.

i. This applies exclusively to all employees within the Health Care and Hospitality sectors.

c) If a meal interval is longer than one hour, any period in excess of three hours shall be deemed to be time worked, except when the proviso set out in e) hereafter, applies;

d) Only two meal intervals (taken during the ordinary hours of work of any Employee on any day) shall not form part of the ordinary hours of work;

e) When an employer is required to give an employee a further meal interval on any day, by reason of overtime worked on that day, such meal interval may be reduced to not less than fifteen minutes;

f) If the meal interval(s) is longer than two hours in the case of an employee wholly or mainly engaged in cleaning, any period of such meal interval(s) which is in excess of three hours, shall be deemed to form part of the ordinary hours of work.

8.5 Overtime:

a) subject to this clause an employer may not require or permit an employee:
i) to work overtime except in accordance with an agreement;

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ii) to work more than three hours overtime a day; or

iii) ten hours overtime a week.

b) an employer must pay an employee at least one and a half times the employee's wage for overtime worked in accordance with the provisions of the Basic Conditions of Employment Act as amended from time to time.

8.6 Compressed working week:

a) an agreement in writing may require or permit an employee to work up to twelve hours in a day, inclusive of the meal intervals required in terms of clause 8.4 without receiving overtime pay.

b) an agreement in terms of paragraph a) may not require or permit an employee to work:

i) more than 45 hours in any week;

ii) more than ten hours overtime in any week ; or

iii) on more than five days in any week.

8.7 Averaging of hours of work:

a) despite clauses 8.3 and 8.5, the ordinary hours of work and overtime of an employee may be averaged over a period of up to four months.

b) an employer may not require or permit an employee who is bound by a collective agreement in terms of sub clause a) above to work more than:

i) an average of 45 ordinary hours of work in a week over the agreed period;

ii) an average of five hours overtime in the agreed period.

8.8 Daily or weekly rest period:

a) an employer must allow an employee:

i) a daily rest period of at least twelve consecutive hours between ending and recommencing work; and

ii) a weekly rest period of at least 36 consecutive hours which need not necessarily include Sunday.

b) a daily rest period in terms of sub clause a) i) may be reduced to ten hours for an employee:

i) who lives on the premises at which the workplace/contract is situated; and

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ii) whose meal interval lasts for at least three hours.

c) despite sub clause a) ii):

i) a rest period of at least 60 consecutive hours every two weeks; or

ii) an employee's weekly rest period may be reduced by up to eight hours in any week if the rest period in the following week is extended equivalently.

9. ANNUAL LEAVE

9.1 Leave Entitlement

Subject to the provisions of clause 9.3, an employer shall grant leave to employees (other than casual employees) in respect of each period of 12 months employment completed by them with such employer and according to their class of employment, as follows:

a) 21 consecutive days leave in the case of an employee who normally works not more than 6 days in any week;

b) 28 consecutive days leave in the case of an employee with more than ten years service with the same employer.

9.2 Timing of Leave

a) The leave specified in clause 9.1 above shall be granted to the Employee, and shall be taken by him, at a time to be fixed by the Employer; provided that:

i) if such leave has not been granted earlier, it shall be granted and taken so as to commence within three months after completion of the 12 month employment period for which it is due; or

ii) if agreed in writing between the employer and employee before such three month period has expired, the said leave may be granted by the employer and be taken by the employee, to commence within a further three month period, dating from the first such period ended.

b) The period of leave shall not run concurrently with any period during which an employee is absent due to any of the following circumstances:

i) sick leave in terms of Clause 10;

ii) incapacity in the circumstances as set out in clause 10 thereafter, for any period amounting in total to not more than ten weeks in any 12 month period of employment;

iii) being under notice of termination of employment, in terms of Clause 21;

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iv) undergoing military service.

c) At the written request of the employee, the employer may offset against the annual leave period, any days of occasional leave which have been granted to such employee on full pay during the 12 month period of employment for which such annual leave is due.

9.3 Payment of Part Leave on termination of service

If the services of an employee terminate before such employee has completed any 12 month period of employment or become entitled to annual leave in terms of sub clause 9.1 above, the employer shall pay such employee in respect of leave entitlement (in addition to any other remuneration which may be due) on the following basis:

a) An amount of not less than one fourth or one third (as the case may be) of the weekly wage being received by the employee immediately before the date of such termination, for each completed month of such employee's period of employment; provided that:

i) an employer may make, at the employee's written request, a proportionate deduction from the remuneration set out in a) above, in settlement of any debts of such employee; and

ii) An employee (subject to the provisions of clause 21.4 hereafter) shall not be entitled to any payment in terms of this clause if said employee leaves such employment:

a) without having given and served the period of notice laid down in Clause 20 hereafter; unless the employer has waived such notice; or the employee has paid the employer in lieu of such notice; or

b) when there is cause recognised by law as being sufficient reason for such termination of services.

9.4 Closure of Establishment

a) Notwithstanding anything to the contrary contained in this Clause, for the purpose of annual leave at any time, but not more than twice in any period of 12 months, an employer may close the establishment/contract for 21 consecutive days and, in that case, shall remunerate his employees, as the case may be, in terms of clause 9.1 above or sub clause c) below.

b) Notwithstanding anything to the contrary contained in this Clause, an employer may place an employee on split leave, but not on more than two occasions during a year and, in such case, the two periods of such leave shall not total more than the full leave entitlement of such employee, in terms of clause 9.1 above.

c) In the event of the closure of an establishment in which an employee is employed, or the suspension of an activity on which an employee is engaged, taking place when

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such employee is not yet entitled to the full period of annual leave as prescribed in clause 8.1 above, the following rulings shall apply:

i) The employer shall pay said employee in respect of any leave due at the time of such closure or suspension, on the basis as set out in clause 9.3; and

ii) For the purposes of annual leave thereafter, the employment of such employee shall be deemed to have commenced on the date of closing of the establishment or suspension of the activity.

10. SICK LEAVE

10.1 Sick leave cycle:

a) In this clause "sick leave cycle" means the period of 36 months employment with the same employer immediately following:

i) an employee's commencement of employment; or

ii) the completion of that employee's prior sick leave cycle.

b) During every sick leave cycle, an employee is entitled to an amount of paid sick leave equal to the number of days the employee would normally work during a period of six weeks.

c) Despite sub clause b), during the first six months of employment, an employee is entitled to one days sick leave for every 26 days worked.

d) During an employee's first sick leave cycle, an employer may reduce the employee's entitlement to sick leave in terms of sub clause b) by the number of day's sick leave taken in terms of sub clause c).

e) An employer must pay an employee for sick leave:

i) in accordance with the wage the employee would ordinarily have received for work on that day; and

ii) on the employee's usual pay day.

f) An agreement may reduce the pay to which an employee is entitled in respect of any days absence in terms of this clause if:

i) the number of days paid sick leave is increased at least commensurately with any reduction in the daily amount of sick pay; and

ii) the employee's entitlement to pay:

aa) for any days sick leave is at least 75 per cent of the wage payable to the employee for the ordinary hours the employee would have worked

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on that day; or

ab) for sick leave over the sick leave cycle is at least equivalent to the employee's entitlement in terms of sub clause b).

10.2 Proof of incapacity.

a) An employer is required to pay an employee in terms of sub clause a) if the employee has been absent from work for one day or on more than two occasions during an eight week period and, on request by the employer, does not produce a medical certificate stating that the employee was unable to work for the duration of the employee's absence on account of sickness or injury.

b) The medical certificate must be issued and signed by a medical practitioner or any other person who is certified to diagnose and treat patients and who is registered with a professional council established by an Act of Parliament.

c) If it is not reasonably practicable for an employee who lives on the employer's premises to obtain a medical certificate, the employer may not withhold payment in terms of sub clause a) unless the employer provides reasonable assistance to the employee to obtain the certificate.

10.3 Conditions governing payment of sick leave

a) Before making payment of any amount claimed in terms of this Clause by an employee in respect of any absence from work owing to incapacity, the employer may require a Certificate (signed by a registered medical practitioner and stating the nature and duration of the incapacity) to be produced by the employee under the following circumstances:

i) if the employee is absent from work for more than one consecutive day;

ii) if the employee is absent from work on the working day immediately before and/or after a Sunday or defined Public Holiday on which such employee would normally work; provided that:

aa) said employee has received payment (in terms of this Clause) for such absence from work on two or more occasions during any period of up to eight weeks, without producing a medical certificate; and provided further that:

ab) such certificate shall be produced by said employee within the 8 week period immediately after the last occasion of such absence by the employee.

b) Should an employee fail to produce the Medical Certificate required by the employer in terms of sub clause a) above, and provided said employee does not normally work on the Sunday or defined Public Holiday in question, such employee shall not be entitled to receive payment in terms of Clause 11 hereafter.

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11. PUBLIC HOLIDAYS AND SUNDAYS.

11.1 Compensation for public holiday work in the case of Employees other than Casual Employees:

a) An employer may not require an employee to work on a public holiday except in accordance with an agreement.

b) If a public holiday falls on a day on which an employee would ordinarily work, an employer must pay:

i) an employee who does not work on the public holiday, at least the wage the employee would ordinarily have received for that day;

ii) an employee who does work on a public holiday:

aa) at least double the amount referred to in subparagraph i); or

ab) the amount referred to in sub clause i) plus the amount earned by the employee for the time worked on that day, whichever is the greater.

c) If an employee works on a public holiday on which the employee would not ordinarily work, the employer must pay that employee an amount equal to:

i) the employee's ordinary daily wage; plus

ii) the amount earned by the employee for the hours of work performed on that day at the rate specified in clause 4).

d) An employer must pay an employee for a public holiday on the employee's usual pay day.

e) If a shift worked by an employee falls on a public holiday and another day, the whole shift is deemed to have been worked on the public holiday if the greater portion of the shift was worked on the public holiday, but if the greater portion of the shift was worked on the other day, the whole shift is deemed to have been worked on the other day.

11.2 Compensation for work on Sundays

a) An employer must pay an employee who works on a Sunday at double the employee's wage for each hour worked, unless the employee ordinarily works on a Sunday, in which case the employer must pay the employee at one and half times the employee's wage for each hour worked;

b) If an employee works less than the ordinary shift on a Sunday and the payment that the employee is entitled to in terms of sub clause a) is less than the employee's daily wage, the employer must pay the employee the employee's ordinary daily wage;

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c) Despite sub clause a) and b) above, an agreement may permit an employer to grant an employee who works on a Sunday paid time off equivalent to the difference in value between the pay received by the employee for working on a Sunday and the pay that the employee is entitled to in terms of sub clause a) and b) above;

d) Any time worked on a Sunday by an employee who does not ordinarily work on a Sunday is not taken into account in calculating an employee's ordinary hours of work;

e) If a shift worked by an employee falls on a Sunday and another day, the whole shift is deemed to have been worked on the Sunday, but if the greater portion of the shift was worked on the other day, the whole shift is deemed to have been worked on the other day;

f) An employer must grant an employee paid time off in terms of sub clause c) above within one month of the employee becoming entitled to it. However, an agreement in writing may increase the period to 12 months.

12. STUDY LEAVE AND QUALIFICATIONS.

12.1 Provided satisfactory proof is produced by an employee (other than a casual employee) the said employee is allowed to write, and has duly written, any examination conducted by a registered educational body, the employer shall grant study leave to that employee, on full pay, as follows:

a) one day's leave to prepare for each such examination;

b) one day's leave to write each such examination.

12.2 An employer shall keep all educational qualifications of his employees on file, provided that it shall be the responsibility of each employee to provide said employer with copies of the documentation concerned.

12.3 An employee may apply for a study loan, but this shall be dealt with on an in-house basis between the employer and employee concerned.

12.4 An employer shall not be required, at some later date, to provide any of the leave benefits laid down in this Clause to any employee, who has already taken such leave on a previous occasion but who failed to pass the examination/s in respect of which such leave was granted.

13. MATERNITY LEAVE.

13.1 Application for maternity leave

When applying for maternity leave, a female employee shall:

a) complete the maternity leave form of the employer concerned three months prior to the expected date of confinement; and

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b) hand the duly completed maternity leave form to the employer, together with a medical certificate from a registered medical practitioner certifying:

i) the expected date of said employee's confinement;

ii) that said employee is fit to work until four weeks prior to the expected date of confinement.

13.2 Pre-Natal Care

A pregnant female employee shall be entitled to one day's fully paid leave in each of the 3 months prior to the expected date of confinement, for the purpose of attending a prenatal clinic: provided that satisfactory proof of attendance by such employee at a pre-natal clinic shall be provided to the employer.

13.3 Maternity Leave Entitlement:

A pregnant female employee shall cease working at least 8 weeks prior to the date of confinement and shall return to work not later than 12 weeks after the date of the child's birth.

13.4 Rights on return from maternity leave:

When a female employee returns to work from maternity leave, such employee shall be entitled to the following:

a) Payment of one third of one month's wage, calculated at such female employee's rate of pay at time of going on said maternity leave;

b) Placement in the same job as was occupied at the commencement of said maternity leave or a job similar thereto.

13.5 Still Birth and/or Legal Adoption

The provision of this clause shall also apply to:

a) Still births;

b) Legal adoptions provided the adopted child is less than one year old.

14. PROHIBITION ON PIECE-WORK.

No Employer shall employ any Employee on piece-work.

15. UNIFORMS, OVERALLS, PROTECTIVE CLOTHING AND SAFETY EQUIPMENT

When an employer requires an employee to wear, or is required by law to provide to such employee, any uniform, overalls, gumboots or other protective clothing, the employer shall issue such clothing to the employee concerned, on the following basis:

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a) Any employee shall have two serviceable uniforms for use, at any time;

b) Uniforms shall be issued to any employee, free of any charge;

c) Any item of clothing or safety equipment provided for in this clause shall be issued without any employee being required to make a deposit therefore, either to the employer or any other person.

d) should uniforms or safety equipment not be returned on termination of service the replacement cost thereof shall be deducted by the employer from any money that is due to the employee

16. NIGHT WORK.

16.1 Whenever an employee finishes work between the hours of 20:00 and 05:00, the employer concerned shall provide such employee with transport to the nearest public transport pick-up point;

16.2 A female employee who is more than six month's pregnant shall not be required to commence work before 05:00, nor to work after 21:00.

17. PROHIBITION OF EMPLOYMENT.

In terms of this Clause, an employer:

a) shall not employ any person under the age of 15 years;

b) require or permit any pregnant female employee to work during the 8 week period prior to the expected date of her confinement and/or during the 8 week period after the date of said female Employee's confinement.

18. TRADE UNION SUBSCRIPTIONS.

18.1 Deduction of Trade Union Subscriptions

Upon being requested in writing by an employee so to do, the employer shall:

a) deduct from monthly wage of the employee concerned, the subscription payable by such employee to any trade union for as long as the trade union is allocated a representative on the Council in terms of clause 6.1.1 of the constitution;

b) hand the amount so deducted, less an administration fee, over to the official appointed to receive it by the trade union concerned or, alternatively, shall send such amount by post to the registered office of that trade union;

c) hand over or alternatively post such amount by the 7th day of the month following that on which such deduction was made.

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d) the employer will forward a list of each trade unions' members that have had subscriptions deducted from their wages together with proof of payment of the subscriptions to the trade union and to the Council no later than the 7th of the month following which the deductions have been made.

18.2 Deduction of Congress Levies

During one month of each year, an employer shall deduct a double membership fee for payment of a congress levy, from the wages of those of his employees as are trade union members, provided such employer:

a) has received written notification from the trade union concerned, confirming that payment of the double membership fee was determined in terms of its Constitution; and

b) such employer has been given written permission to do so by the employees concerned, by means of stop order forms.

19. COUNCIL FUNDING.

19.1 For purposes of meeting the expenses of the Council, every employer:

a) shall deduct an amount equal to 0.5% from the monthly basic wage of each of his employees (other than casual employees);

b) shall add to such employee deductions an amount equal to the total sum thereof;

c) shall forward such combined employer/employee sum, in total, to the Secretary of the Council, by not later than the 7th day of the month following that on which the transactions referred to in sub clause a) and b) above were performed.

d) when forwarding the combined levies referred to sub clause (c) above, will send the monies together with the remittance advice as prescribed by Council, with all sections of such remittance advice fully completed.

19.2 Should a company not pay the prescribed levies by the date stipulated in sub clause c) above, then interest may be charged by the Council at the prime interest rate as declared on any outstanding amount. The finance committee will determine whether the charge should be made.

20. SHOP STEWARD RIGHTS,

20.1 Definitions/Provisions

For the purposes of this Clause:

a) "Shop Steward" means a shop steward elected in terms of a Union Constitution;

b) "Union membership" shall be solely determined by the provisions of valid stop order

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forms, as provided for in terms of Clause 18 of this Agreement.

20.2 In any workplace in which at least 10 members of a representative trade union are employed, those members are entitled to elect from among themselves -

a) if there are 10 members of a trade union in a workplace, one trade union representative;

b) if there are more than 10 members of the trade union employed in the workplace, two trade union representatives;

c) if there are more than 50 members of the trade union employed in the workplace, two trade union representatives for the first 50 members, plus a further one trade union representatives for every additional 50 members up to a maximum of seven trade union representatives;

d) if there are more than 300 members of the trade union employed in the workplace, seven trade union representatives for the first 300 members, plus one additional trade union representatives for every 100 additional members up to a maximum of ten trade union representatives;

e) if there are more than 600 members of the trade union employed in the workplace, seven trade union representatives for the first 600 members, plus one additional trade union representatives for every 200 additional members up to a maximum of twelve trade union representatives; and

f) if there are more than 1000 members of the trade union employed in the workplace, twelve trade union representatives for the first 1000 members, plus one additional trade union representatives for every 500 additional members up to a maximum of twenty trade union representatives.

20.3 Provision of Shop Steward Facilities

a) For purposes of contacting the union concerned, a shop steward shall have reasonable access to a telephone on the employer's premises, and/or to a telephone of such employer located on a contract site;

b) An employer shall attempt to facilitate reasonable access to his clients' premises for company shop stewards and elected safety representatives; provided that:

i) that the said shop steward or safety representative requests a senior representative of the employer concerned, in advance, to arrange a suitable date and time for such access; and

ii) that the granting of such access rights does not infringe upon the operations or requirements of the client and non-members of the trade union.

20.4 Shop Steward Leave

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a) To allow shop stewards to attend to union affairs, the employer shall grant paid leave for such purpose to those concerned, on the following basis:

i) 4 (four) days paid leave per year in the case of an office bearer of a representative trade union;

ii) 6 (six) days paid leave per year in the case of any other shop steward.

b) If requested to do so, the employer shall enter into negotiations with the in-house shop stewards regarding the granting of additional unpaid leave to allow for attending to union affairs;

c) Whenever a shop steward requires paid leave to attend to union affairs as provided for in sub-clause 20.4 a) above, the union shall give the employer not less than 14 days written notice to that effect; provided that notification of less than 14 days shall be accepted by the employer in the case of emergencies.

20.5 When a company has 600 members of a union who is party to the Council in any of the three designated regions as set out below, the union will be entitled to a full time shop steward of that union in the region where it has more than 600 members.

a) The designated regions shall be:

i) Region 1 - the coastal area north of the Tugela River and 100 kilometres inland;

ii) Region 2 - the coastal area south of the Tugela River and 100 kilometres inland;

iii) Region 3 – any areas not in regions 1 and 2.

c) Should there be more than one union which has more than 600 members in a region in that company then the union with the most members will secure the shop steward.

d) The union will nominate five union members who are employed by the company and the company management will in its opinion select the most suitable one of those to take up the post.

e) The company will have the discretion to set the work place, working hours which will be not less than thirty hours per week and any other duties as determined by management when not fully occupied with union business.

f) The terms and conditions of employment for the shop steward will be as per the Council's Main Agreement.

21. TERMINATION OF EMPLOYMENT.

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21.1 Notice of contract termination

when either an employer or an employee (other than a casual employee) desires to terminate the contract of employment existing between them, such termination may be effected in the following manner:

a) Notice by either the employer or the employee of intention to terminate such contract shall be given in writing (except when such notice is given by an Employee who is unable to write);

b) The length of such notice shall be based on the duration of the employee's employment with the employer concerned, as follows:

i) Not less than one working day's notice shall be given during the first four weeks of such employment;

i) Not less than two weeks notice shall be given after the first four weeks of such employment.

ii) Not less than one weeks notice shall be given to an employee whilst on probation, as defined, for the period of employment between 4 weeks as in sub clause (i) above and six months.

21.2 Payment in lieu of Notice

a) Either an employer or employee may terminate the contract without giving notice by paying the employer or the employee concerned As the case may be, an amount of not less than:

i) the daily wage being received by the Employee at the time of such termination in lieu of the one working days notice called for in the circumstances laid down in sub-clause 21.1 b) i) above;

ii) an amount equal to double the weekly wage being received by the employee at the time of such termination in lieu of the two weeks notice called for in the circumstances laid down in sub-clause 21.1 b) ii) above.

b) The terms of sub clause a) above shall not affect the following:

the right of an employer or his employee to terminate the contract without notice, for any cause recognised by law as being sufficient; any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;

i) the operation of any forfeitures or penalties which may be applicable by law in respect of an employee who deserts;

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c) If an employer pays an employee in lieu of notice at a time when, as at the date of termination, the wage of such employee has been reduced by short-time deductions, the expression "is receiving at the time of such termination" shall be deemed to mean "would have received at the time of such termination had no deduction been made in respect of short-time".

d) Where there is an agreement in terms of sub clause b)(ii) above, the payment in lieu of notice shall be in line with the period of notice agreed upon.

21.3 Timing of Notice

The Notice specified in clause 21.1 above, shall not run concurrently with, nor be given during, the absence of any employee for any of the following reasons:

a) Leave granted in terms of clause 8 hereof;

b) Sick leave granted in terms of clause 10, or incapacity in the circumstances set out in clauses 10.3 a) or 10.3 b) where such absences amount in total to not more than ten weeks in any 12 month period of employment with the same employer;

c) Military service, except if the employee so requests in writing and the employer so agrees, also in writing;

21.4 Appropriation of employee dues in lieu of Notice

a) Notwithstanding anything to the contrary in this Agreement, where an employee terminates his contract of employment by leaving his employment without having given and served the required notice period; or without having paid the employer in lieu of such notice, the employer may appropriate to himself an amount of not more than that which the employee would have had to pay in lieu of notice;

b) Such appropriation by the employer shall be made from any monies owed by him to the employee concerned, in terms of any of the provisions of this Agreement, and shall not exceed more than the amount the employee would have paid him in lieu of notice;

c) If such appropriation is made, the employee shall be deemed, for the purposes of clause 9.6 hereof, to have paid the employer in lieu of notice.

22. CERTIFICATE OF SERVICE.

a) Upon termination of any contract of employment, the employer shall furnish the employee concerned with a Certificate of Service showing:

i) the full names of both employer and employee;

ii the class of employment in which the employee was wholly or mainly engaged;

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iii) the dates of commencement and termination of the contract;

iv) the employee's monthly wage as at the date of termination.

b) Certificates of Service shall not be issued by the employer in the case of casual employees or of any employee whose contract of employment has been terminated on the grounds of desertion.

23. STAFF RECORDS.

23.1 Maintenance of Staff Records

a) Every employer shall maintain attendance and wage records in respect of each of his employees;

b) Staff timekeeping may be maintained by the employer either by means of attendance registers or time cards as laid down in clauses 23.2 and 23.3, respectively, hereafter.

23.2 Attendance registers

If the employer chooses to use the attendance register method of staff timekeeping, this shall be implemented as follows:

a) Attendance Registers shall be substantially in the form as prescribed by the Council;

b) The employer shall maintain an individual Attendance Register in respect of all the employees in his employ;

c) The particulars called for in such Attendance Registers shall be written up in ink or indelible pencil.

23.3 Time Cards

If the employer chooses to use the time card method of staff timekeeping, this shall be implemented as follows:

a) The employer shall provide a semi-automatic time recorder, together with the necessary cards which shall be as prescribed by the Council;

b) A time card shall be supplied by such employer to each of his employees, and such cards shall detail:

i) the name and staff number of the employee concerned;

ii) the date of the last day of the working week for which such card is to be used by such Employee.

c) Unless prevented from so doing by unavoidable cause, an entry shall be made by each employee on the time card provided in terms of sub clause b) above by means of

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the semi-automatic time recorder provided in the establishment for such purpose and such entry shall be made on, and in respect of, each day worked by such employee;

d) Each entry made by an employee for each working day concerned, on the time card referred to in sub clause 23.3 c) above, shall show the following:

i) time of commencing work;

ii) time of commencing and terminating all meal and other intervals that are not accountable as ordinary hours of work;

iii) time of finishing work.

23.4 Retention of Records

All records in terms of this Clause:

a) shall remain the property of the employer; and

b) shall be retained by said employer for a period of three clear years after the date of the last entry made therein.

24. COUNCIL REGISTRATION BY EMPLOYERS.

24.1 **Registration procedures**

a) All existing employers (and every employer entering the Industry in the future) shall register with the Council.

b) Applications for such registration shall indicate the particulars covered in sub clause c) hereafter, and shall be affected in writing, signed by the employer concerned and forwarded by such employer to:

THE SECRETARY OF THE COUNCIL
C/O registrations@bccci.co.za

c) The said registration particulars shall include:

i) the name of the business concerned, in full;

ii) the street and postal address of said business or Co-Operatives, Sole traders; and as the case may be:

iii) in a Co-Operative: the certified identity copies for all members, certified proof of address of all members, SARS Clearance certificate, Contact number & email address for all members.

iv) in a sole proprietorship: the certified copies of identity number and name of the proprietor; certified proof of address of all members, SARS

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Clearance certificate, Contact number & email address for all members.

v) **in a partnership: the certified copy of identity numbers and names of the partners and a certified copy of the Partnership Agreement; certified proof of address of all members, banking details, SARS Clearance certificate, Contact number & email address for all members.**

vi) **in the case of a company: the certified copy of identity numbers and names of the Directors, and a copy of the Certificate of Incorporation; certified proof of address of all members, banking details, SARS Clearance certificate, Contact number & email address for all members.**

vi) **in the case of a closed corporation: the certified copy of identity numbers and names of the members, and a copy of the Certificate of Incorporation; certified proof of address of all members, baking details, SARS Clearance certificate, Contact number & email address for all members.**

vii) **in the case of any other body corporate or juristic person: the names and copies of certified identity numbers of the persons responsible for the administration of such body corporate or juristic person; certified proof of address of all members, banking details, SARS Clearance certificate, Contact number & email address for all members.**

viii) **copies of registration certificates and certificates of good standing for the following: UIF, COIDA, Skills Levy, PAYE, and VAT and the company shall produce a current certificate of compliance for each of the above annually.**

ix) **Any other documentation that the BCCCI may deem necessary for ongoing compliance.**

24.2 Certificate of Registration

A Certificate of Registration, signed by either the Chairperson or the Secretary of the Council, shall be issued to every Employer registered which will be valid for 12 months.

24.3 Register of Employers

The Secretary of the Council shall maintain a register of all employers registered in terms of clause 24.1 above.

24.4 Advice of Change in Particulars

a) Every registered employer shall notify the Council of any change in the particulars furnished by him on registration;

b) Such changes shall be advised within 14 days of occurrence and shall include:

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i) Any change in a partnership or partnership agreement;

ii) Any change in the Directors of the Company;

iii) Any change in the members of a Close Corporation;

iv) Any change in the persons responsible for the administration of any other body corporate or juristic person.

25. ADMINISTRATION OF THE AGREEMENT.

The Council shall be the body responsible for administering this Agreement and may issue rulings and/or express opinions for the guidance of employers and employees, provided such rulings and opinions are not inconsistent with any provisions therefore, as laid down in the Agreement.

26. DESIGNATED AGENTS.

26.1 Appointment of designated agents

To assist in giving effect to the terms of this Agreement (and any other Agreement administered by the Council) the Council:

a) shall appoint one (or more) specified person/s as Council designated agent/s

b) may request the Minister of Labour to appoint a designated agent in terms of the provisions of Section 33 of the Act.

26.2 Designated agents' terms of authority

For the purpose of ensuring adherence to the terms of this Agreement a duly appointed Council designated agent shall have the right to:

a) To enter any establishment for the purpose of carrying out an inspection on behalf of the Council;

b) To question any employer or employee during such inspection;

c) To inspect the records prescribed in clause 23 hereof.

26.3 Employer/Employee obligations

The employer and employees of an establishment undergoing a Council inspection as prescribed in clause 27.2 above, shall permit the designated agent/s concerned to exercise, as necessary, the rights prescribed in sub clauses a), b) and c) of said clause.

27. EXEMPTIONS AND APPEALS.

27.1 Any person bound by this Agreement may apply for exemption.

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27.2 The authority of the Bargaining Council is to consider applications for exemptions and grant exemptions.

27.3 The Bargaining Council must determine its exemptions policy and process all exemptions applications in terms of this policy.

27.4 All applications for exemption shall be made in writing on the appropriate application form, obtained from the Bargaining Council, setting out relevant information, including:

(a) The provisions of the agreement in respect of which exemption is sought;

(b) The number of persons in respect of whom the exemption is sought;

(c) The reasons why the exemption is sought;

(d) The nature and size of the business in respect of which the exemption is sought;

(e) The duration and timeframe for which the exemption sought;

(f) The business strategy and plan of the applicant seeking the exemption;

(g) The applicant's past record (if applicable) of compliance with the provisions of the Collective Agreement, its amendments and exemptions certificate;

(h) The recorded views expressed by the trade union or workforce itself during the plant level consultation process; and

(i) Any other relevant supporting data and financial information the Council may prescribe from time to time.

27.5 An exemption application in respect of a term or provision in Collective Agreements:

27.5.1 Concluded in the Council that applies throughout the Industry must be considered by an exemptions body appointed by the Council;

27.5.2Concluded in a sub-sector chamber or section must be considered by an exemptions body whose members are appointed from the party employer organisation(s) and trade union(s)

27.6 The Bargaining Council shall decide on an application for exemption within 30 days of receipt.

27.7 Upon receipt of an application by the Bargaining Council, it shall immediately refer the application to the exemptions body which may, if deemed expedient, request the applicant to attend the meeting at which the application is considered, to facilitate the deliberations.

27.8 An exemption body appointed by the Council may request additional information from an applicant applying for exemption.

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27.9 In scrutinising an application, the Exemption Body or the Independent Exemptions Body will consider the details of the application, the views expressed by the trade union or workforce, affected employers, any other representations received in relation to the application, and the factors and criteria as listed in clause 27.15 below.

27.10 The Secretary must advise the applicant in writing of the decision of the exemptions body within 15 days from the date of the decision, failing which the Bargaining Council is deemed to have refused the application for exemption.

27.11 In the event of the exemptions body granting, partially granting or refusing to grant an application, the applicant shall be informed for the reasons for the decision and have the right to appeal in writing on the appropriate appeal application form against the decision to the Independent Body, established by the Bargaining Council within 21 days from the date of being informed of the outcome.

27.12 In terms of section 32(3)(e) of the Act, the Bargaining Council must establish an Independent Body to hear and decide as soon as possible any appeal brought against the exemptions body's refusal of an application for exemption from the provisions of a collective agreement by the exemptions body or withdrawal of an exemption by the Bargaining Council.

27.13 The Independent Body shall hear and decide and inform the applicant and the Bargaining Council as soon as possible and not later than 30 days after the appeal has been lodged against the decision of the exemptions body.

27.14 No representative, office-bearer, or official of a trade union or employers' organisations party to the Bargaining Council, may be a member of, or participate in the deliberations of, the Independent Body established by the Bargaining Council.

27.15 When considering an application, the Exemption Body or, the Independent Body whichever the case may be must consider, in addition to clause 27.9, the following:

i. Whether the granting of the exemption or appeal will prejudice the objectives of the Bargaining Council or contravene the provisions of any labour legislation or Collective Agreements;

ii. The circumstances prevailing in the Industry as a whole likely to be affected by the application and / or the interest of the industry regarding unfair competition, collective bargaining, potential for labour unrest and increased employment;

iii. The nature and size of the business in respect of which the application is made;

iv. Whether the duration of the exemption or appeal is for a limited or specified period;

v. Any representations made by the employees likely to be affected by the application and interest of employee's as regard exploitation, job

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preservation, sound conditions of employment, possible financial benefits, health and safety of workers and infringement of basic rights;

vi. Whether the business strategy and plan presented by the applicant demonstrates that the granting of the exemption or appeal will make a material difference to the long-term viability of the business in respect of which the exemption or appeal is sought;

vii. Whether a refusal to grant an exemption or appeal will result in undue financial hardship to the applicant, financial instability, impact on productivity, future relationship with the employees' trade union and operational requirements;

viii. Whether the granting of the exemption or appeal will undermine collective bargaining and be likely to cause undue financial hardship to the employees affected;

ix. Whether the granting of the exemption or appeal will impact negatively on parity agreements;

x. Whether the granting of the exemption or appeal will impact negatively on local competitors who are complying with Collective Agreements; and

xi. Whether the employees or their representatives have been consulted and their views recorded, and / or any agreement reached between the applicant and the workforce.

xii. Any other relevant supporting data and financial information as prescribed by the Bargaining Council and supplied by the applicant.

27.16 In the event of the Independent Body granting, partially granting or refusing the grant the appeal, the applicant shall be informed in writing of the reasons for the decision within 21 days from the date of the decision.

27.17 The decision of the Independent Body is final and binding upon the applicant and the Bargaining Council.

27.18 If an exemption or appeal is granted or partially granted, the Exemptions Body or the Independent Body, shall issue a certificate, signed by Secretary, containing the following particulars:

(a) The full name of the applicant(s) or enterprise concern;

(b) The trade name;

(c) The provisions of the Agreement from which exemption or appeal has been granted;

(d) The period for which the exemption or appeal shall operate;

(e) The date of issue and from which day the exemption or appeal shall operate;

(f) The condition(s) of the exemption or appeal granted; and

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(g) The area in which the exemption or appeal applies.

27.19 An employer to whom a certificate has been issued shall at all times have the certificate available for inspection at the workplace.

27.20 The Secretary must maintain a register of all exemption and appeal certificates granted, partially granted or refused.

28. STAFF TRANSFERS DUE TO TRANSPORT DIFFICULTIES.

28.1 Employers shall give due consideration to employee requests for transfer from any contract to another in order to reduce traveling time and costs.

28.2 Employees shall sign new Contracts of Employment whenever any transfer takes place at their own request or at the request of the employer.

29. DESERTION AND ABSCONDING.

If an employer has not been contacted and given a satisfactory explanation by an employee who has been absent from work for more than three days, such employee shall be regarded as having absconded from the place of work.

30. RETIREMENT

An employee shall retire from employment as soon as said employee reaches the age of qualification for a State Retirement Pension in terms of the relevant legislation.

31. PROVIDENT FUND

31.1 A provident fund namely "Bargaining Council for the Contract Cleaning Services Industry (Kwa-Zulu Natal) Provident Fund" has been established for the cleaners in the Industry and is registered in terms of the Pension Fund Act.

31.2 It is compulsory for an employer to enroll all his cleaners on the fund, with the following exceptions:

(a) All casual or temporary cleaners as defined;

(b) All cleaners who fall within the 4 (four) month probation period as defined.

31.3 (a) Every member shall contribute 6% of his monthly wage to the Fund.

(b) The contribution referred to in sub clause 31.3 a) above, shall be deducted from the member's salary and shall be reflected through the wage records each and every month.

(c) In respect of each member in his employ every employer shall contribute, on a monthly basis, an amount equal to the member's contribution each month, as made in terms of sub clause 31.3 a) above.

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(d) Every employer shall forward a printed return with the name of each member, their Fund reference number and their basic wage to the underwriter, month by month, together with payment of the total member and employer contributions for the relevant month, so as to reach the office of such underwriter not later than the 7th day of the month following that for which the contributions were so made.

31.3 Every employer and employee will abide by the rules of the fund as registered with the Financial Services Board.

31.4 Every company that has been granted an exemption in respect of Provident Fund must submit proof of payment and monthly schedules to the BCCCI Secretary by no later than the 15th of every month. Further to this, the details of the Provident Fund Compliance Officer/ Principal Officer must be made available to the Council within 30days from the date on which the exemption is granted. Failure to comply with this requirement will result in the Exemption certificate being withdrawn and the company concerned being compelled to join the BCCCI Provident Fund.

32. DISPUTES ABOUT INTERPRETATION, APPLICATION OR ENFORCEMENT OF AGREEMENT.

32.1 The Secretary of the Council may at any time require a designated agent to monitor compliance with the provisions of the Agreement.

32.2 A dispute about interpretation, application or enforcement of this Agreement may be lodged with or referred to the Secretary of the Council by any person, for resolution in terms of this Agreement.

32.3 The Secretary of the Council may require a designated agent to investigate the dispute.

32.4 the designated agent must investigate the facts surrounding the dispute and if the agent has reason to believe that a collective agreement has been breached, the agent may endeavor to secure compliance with the Agreement through conciliation.

32.5 the designated agent must submit, within seven days, a written report to the Secretary on the investigation, the steps taken to secure compliance and the outcome of those steps.

32.6 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) must investigate the alleged breach;

b) may endeavor 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.

32.7 on receipt of the report, the Secretary may -

M.M. A.M. 33 S.E MB

a) require the designated agent to make further investigation;

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 for arbitration in terms of this Agreement.

32.8 If a conciliator is appointed, 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.

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

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

32.11 Should a company be found to be not complying with the provisions of this agreement, the arbitrator may impose fines as per the following tables:

TABLE ONE: MAXIMUM PERMISSIBLE FINE NOT INVOLVING AN UNDERPAYMENT

No previous failure to comply	R100 per employee in respect of whom the failure to comply occurs
A previous failure to comply in respect of the same provision	R 200 per employee in respect of whom the failure to comply occurs
A previous failure to comply with the previous 12 months or two previous failures to comply in respect of the same provision within three years	R 300 per employee in respect of whom the failure to comply occurs
Three previous failures to comply in respect of the same provision within three years	R 400 per employee in respect of whom the failure to comply occurs
Four or more previous failures to comply in respect of the same provision within three years	R 500 per employee in respect of whom the failure to comply occurs

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m.m. A.M. S.E MB

TABLE TWO: MAXIMUM PERMISSIBLE FINES 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

33. CERTIFICATE OF COMPLIANCE.

33.1 A Certificate of Compliance will be:

a) issued to companies whom are found to be fully compliant with the Bargaining Council Main Agreement, provident fund and all other statutory payments after an audit has been carried out by a Designated Agent appointed by the Council, as long as there are no outstanding Council penalties, fines, settlement agreements or arbitration awards for non-compliance against the company;

b) valid for a period of six months from date of issue to ensure the company's continued compliance;

c) issued without alteration on the printed format of the Council and must be signed by either the Secretary or Deputy Secretary and by either the Chairman or Vice Chairman.

33.2 A Certificate of Compliance will only be issued if the company adheres to the following procedures:

a) The company must apply in writing to the Secretary;

b) The Secretary will appoint a designated agent to carry out a full inspection within fifteen (15) working days of receiving the application. This period may be exceeded should the Council receive

(i) an excessive number of applications;

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m.m. A.M. MB S.E

(ii) and/or over year end when the Council closes between the 25th December and 2nd January;

(iii) and/or for reasons beyond its control.

c) The Designated Agent will inspect the following company records for the preceding three (3) calendar months from the date of application:

(i) Personnel files, time sheets, wage registers, pay slips, provident fund schedules and annual bonus payment schedules from the previous December, registration certificates for PAYE, VAT, UIF, Skills Development Levies, Workman's Compensation fund and any other statutory obligations;

(ii) Proof of payment and date of payment for wages, overtime, night shift allowance, provident fund contributions, annual incentive bonus payments from the previous December, PAYE, VAT, UIF, Skills Development levy, Bargaining Council levy, Workman's Compensation fund and any other statutory payments. Proof of payment shall be by way of bank statements with all payments that do not have any bearing on the inspection being deleted and/or bank confirmed electronic payments but will not include bank deposit slips or cancelled cheques;

(iii) All the above records must be extracted and ready for inspection at the time arranged for the inspection. Due cooperation must be given to such agent in his inspection by the company representatives and make copies of all records as requested by the agent for the Council's file.

33.3 Should it be found that the company is not complying a compliance order will be issued within five (5) working days.

33.4 If found to be complying a Certificate of Compliance will be issued within fifteen (15) working days of the completion of the designated agent's inspection.

34.COMPANY PRIORITY LIST.

34.1 A company will set up a priority list to assist cleaners whose fixed term contracts have come to an end due to the termination of the company's contract with the client.

34.2 The company will not employ any new staff until such time as all the ex-employees as mentioned above have been assigned a new fixed term contract unless:

a) should all ex-employees on the priority list not have suitable skills to carry out the tasks required by the client, the company may then employ someone new with the necessary skills;

b) when the company is granted a new contract and the client wishes for their existing staff to be employed, these staff will take preference over ex-employees on the priority list and may be employed.

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34.3 Should there still be ex-employees on the priority list and the company loses another contract, then the ex-employees whose contract came to an end later will be placed at the bottom of the list. Ex-employees names will remain on the priority list for a maximum period of twelve (12) months.

34.4 The fixed term contracts offered may be more or less working hours per week than what they had been previously contracted for.

34.5 When the cleaner, whose fixed term contract has come to an end due to the contract with the client being terminated, is being paid their final remuneration they shall leave a telephone number in order for them to be contacted in regard a new fixed term contract.

The ex-employees name will be taken off the priority list if:

a) he fails to report as instructed after the third phone call at the number given. When the ex-employee fails to report to the office as instructed on the first and second occasions the ex-employee's name will be placed at the bottom of the priority list;

c) an ex-employee has refused an offer of a new contract in the same municipal area for any reason, that person will be removed from the priority list.

34.6 Once another contract has been identified the ex-employee will sign a new fixed term contract and:

a) as new employees they will be eligible to join the provident fund as from the date of commencing the new fixed term contract;

b) as new employees the incentive bonus will be pro-rata from the date of commencing the new fixed term contract;

d) as new employees the sick and annual leave cycle will be calculated from the date of commencing the new fixed term contract;

34.7 This clause shall not apply to contracts lost due to poor performance in terms of the Labour Relations Act. However, the company must disclose the employee's file to show that the ex-employee was disciplined in the past six (6) months for poor performance.

34.8 This clause shall not in any way give employees expectation of continued employment over and above their fixed term contract of employment.

35.FAMILY MEDICAL CRISIS PLAN.

It is compulsory for all employees to enroll on the Family Medical Crisis Plan after having completed their probationary period with the company, with the exception of temporary employees.

35.1 a) The employee may sign the designated form to be exempt from this clause at any time of their employment but shall also have the right to join the fund at any time thereafter. This form must be kept on the employee's employment file for scrutiny by the Council designated agents.

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M.M. A.M. MB S.E

b) The employer will deduct R54.00 from the employee's wages for the period of operation of this agreement for those employees who have elected to join the Family Medical Crisis Plan;

35.2 a) The company will then pay an amount of R54.00 per month per employee to the administrators by the 7th of each and every month thereafter.

c) The Council shall consider any request for an increase in the premium in the Family Medical Plan from the administrator and should the premium increase be approved by the Council a minimum notice of one month shall be given to all employees and employers. The company shall deduct the adjusted premium and pay it across to the administrator of the fund.

35.3 a) Should an employee be on unpaid leave for whatever reason the employer will not deduct from the employee nor pay across the premium to the administrator. During this period the employee's entitlement to the Family Medical Crisis Plan will lapse;

b) Should an employee be able to produce a certificate issued by a medical practitioner, each month for the period of the unpaid leave stating that he/she is unfit to work; the administrator will extend the Family Medical Crisis Plan to that employee for a period not exceeding four months. The employer shall notify and forward the medical practitioner's certificate to the administrator with the schedule as per clause 35.5 below;

c) Should an employee be proceeding on maternity leave the employer must notify the administrator of the member's name and I.D. number 30 days prior to the impending maternity leave; the administrator will extend the Family Medical Crisis Plan to that employee for a period not exceeding four months.

35.5 The employer will send a schedule of all employees for whom the deduction has been made together with their I.D. numbers to reach the administrator by the 7th of each month.

35.6 Should the services of an employee be terminated for whatever reason the employer shall notify the administrator of the name and ID number of that employee and the date of termination.

36.SEVERANCE PAY.

36.1 For the purposes of this clause, "operational requirements" means requirements based on the economic, technological, structural or similar needs of an employee.

36.2 An employer must pay an employee who is dismissed for reasons based on the employer's operational requirements severance pay equal to at least one week's remuneration for each completed year of continuous service with that employer, calculated in accordance with clause 4.

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S.E

36.3 An employee who unreasonably refuses to accept the employer's offer of alternative employment with that employer or any other employer is not entitled to severance pay in terms of sub-clause 36.2.

36.4 The payment of severance pay in compliance with this clause does not affect an employee's right to any other amount payable according to law.

36.5 If there is a dispute only about the entitlement to severance pay in terms of this section, the employee may refer the dispute in writing to the CCMA.

Signed at Durban on the ...28TH JANUARY 2026

For the NCCA	PAUL JUDKINS Name of signatory
For SATAWU	SIYETHEMBA MBAMBO. Name of signatory
ALLEN SIBISI For NAGEWU	ALLEN SIBISI Name of signatory
For THORN	MLUNGISI MAHLANGU Name of signatory
For SAUWOLIMO	Noel Mtsha Name of signatory
For the Bargaining Council	Danielle Gibb Name of signatory

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BARGAINING COUNCIL
BCCCI
CONTRACT CLEANING INDUSTRY (NATAL)

Family Crisis Health Plan
Option form cancelling membership.

Benefits of membership: Employee's whole family includes husband + wife + financially dependent children (e.g. biological, legally adopted, legal guardian) Children covered from birth up to the age of 21. If full time student to the age of 25 and disabled children remain covered.

Daily hospital benefit

General ward	ICU ward
R 200.00 per day	R 300.00 per day
R 1400.00 per week	R 2100.00 per week
R 6200.00 per month	R 9300.00 per month

TB Cover R5 000 per member / R 25 000 per family per annum.

Medical Emergency Transportation covers emergency transportation by ER24: Ambulance, helicopter and aeroplane evacuation.

HIV Cover provides a helpline 24-hours a day 7 days a week, providing telephonic counselling and advice on HIV/AIDS. Access to an Eliza test within 48 hours followed by ARV, STD and morning after pill where required. HIV testing immediately following exposure. Contact centre must be notified within 24 hours of exposure.

Funeral Benefits

Principal Member	R 5,000
Spouse	R 5,000
Child 14 –21	R 5,000
Child 6 - 13	R 4,000
Child 0 - 5	R 3,000
Stillborn	R 1,000

Accidental death benefits covers death due to any form of accident, this includes motor vehicle accidents, gunshot, and fire for example. R70 000 benefit payable in the event of the principal member and/or R35000 for adult dependent and R25000 for a child dependent.

The Cost: R54.00 per month.

I …….. Company number ……..
hereby confirm that **I do not wish** to join the Family Crisis Health Plan and /or wish to cancel my membership with the Family Crisis Health Plan and my employer must not deduct the cost from my wages. I further understand that I can join the Family Crisis Health Plan at any time by advising my employer.

…….. …….. ……..
Signed Date Witness

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SOUTH AFRICAN REVENUE SERVICE

NO. R. 7297 **27 March 2026**

CUSTOMS AND EXCISE ACT, 1964.
AMENDMENT OF SCHEDULE NO. 1 (NO. 1/3F/7)

In terms of section 48 of the Customs and Excise Act, 1964, Part 3F of Schedule No. 1 to the said Act is hereby amended, **with retrospective effect from 1 January 2026**, to the extent set out in the Schedule hereto.

ENOCH GODONGWANA
MINISTER OF FINANCE

SCHEDULE

By the substitution of the following:

Environmental Levy Item	Tariff Subheading	Article Description	Rate of Environmental Levy
157.01	9903.00.10	Fuel combustion	R308.00 /t CO_2e emissions
157.03	9903.00.30	Fugitive	R308.00 /t CO_2e emissions
157.05	9903.00.50	Industrial processes	R308.00 /t CO_2e emissions

DOEANE- EN AKSYNSWET, 1964.
WYSIGING VAN BYLAE NO. 1 (NO. 1/3F/7)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 3F van Bylae No. 1 by bogenoemde Wet hiermee gewysig**, met terugwerkende krag vanaf 1 Januarie 2026,** in die mate in die Bylae hierby aangetoon.

ENOCH GODONGWANA
MINISTER VAN FINANSIES

BYLAE

Deur die vervanging van die volgende:

Omgewings-heffingitem	Tariefsubpos	Artikel Beskrywing	Skaal van Omgewingsheffing
157.01	9903.00.10	Brandstofverbranding	R308.00 /t CO_2e uitlatings
157.03	9903.00.30	Vlugtige	R308.00 /t CO_2e uitlatings
157.05	9903.00.50	Nywerheidsprosesse	R308.00 /t CO_2e uitlatings

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CUSTOMS AND EXCISE ACT, 1964.
AMENDMENT OF SCHEDULE NO. 1 (NO. 1/5A/182)

In terms of section 48 of the Customs and Excise Act, 1964, Part 5A of Schedule No. 1 to the said Act is hereby amended**, with effect from 1 April 2026,** to the extent set out in the Schedule hereto.

ENOCH GODONGWANA
MINISTER OF FINANCE

SCHEDULE

By the substitution of Note 8 in Section A to Part 5 of Schedule No. 1 with the following:

8.

(a) For the purposes of item 195.10.03 the rate of fuel levy shall be the sum of the -

(i) general fuel levy at a rate of 410 cents per litre; and

(ii) carbon fuel levy at a rate of 19 cents per litre.

(b) For the purposes of items 195.10.15; 195.10.17; 195.10.21, 195.13.15, 195.13.17, 195.13.21 and 195.20.03 the rate of fuel levy shall be the sum of the -

(i) general fuel levy at a rate of 393 cents per litre; and

(ii) carbon fuel levy at a rate of 23 cents per litre.

(c) For the purposes of item 195.20.01 the rate of fuel levy shall be the sum of the -

(i) general fuel levy at a rate of 196.5 cents per litre; and

(ii) carbon fuel levy at a rate of nil cents per litre.

By the substitution of the following:

Fuel Levy Item	Tariff Heading	Article Description	Rate of Fuel Levy
195.10.03	2710.12.02	Petrol, as defined in Additional Note 1(b) to Chapter 27	429c/li
195.10.15	2710.12.26	Illuminating kerosene, as defined in Additional Note 1(f) to Chapter 27, unmarked	416c/li
195.10.17	2710.12.30	Distillate fuel, as defined in Additional Note 1(g) to Chapter 27	416c/li
195.10.21	2710.12.39	Specified aliphatic hydrocarbons solvents, as defined in Additional Note 1(ij) to Chapter 27, unmarked	416c/li
195.13.15	2710.19.26	Illuminating kerosene, as defined in Additional Note 1(f) to Chapter 27, unmarked	416c/li
195.13.17	2710.19.30	Distillate fuel, as defined in Additional Note 1(g) to Chapter 27	416c/li

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By the substitution of the following:

Fuel Levy Item	Tariff Heading	Article Description	Rate of Fuel Levy
195.13.21	2710.19.39	Specified aliphatic hydrocarbon solvents, as defined in Additional Note (ij) to Chapter 27, unmarked	416c/li
195.20.01	3826.00.10	Biodiesel as specified in Additional Note 1(a) to Chapter 38	196,5c/li
195.20.03	3826.00.90	Other biodiesel	416c/li

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DOEANE- EN AKSYNSWET, 1964.
WYSIGING VAN BYLAE NO. 1 (NO. 1/5A/182)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 5A van Bylae No. 1 by bogenoemde Wet hiermee gewysig**, met ingang vanaf 1 April 2026,** in die mate in die Bylae hierby aangetoon.

ENOCH GODONGWANA
MINISTER VAN FINANSIES

BYLAE

Deur die vervanging van Opmerking(s) 8 in Afdeling A tot Deel 5 van Bylae No. 1 met die volgende:

8.

(a) Vir die doeleindes van item 195.10.03 sal die skaal van brandstofheffing die som wees van die -

(i) algemene brandstofheffing teen 'n skaal van 410 sent per liter; en

(ii) koolstofbrandstofheffing teen 'n skaal van 19 sent per liter

(b) Vir die doeleindes van items 195.10.15; 195.10.17; 195.10.21, 195.13.15, 195.13.17, 195.13.21 en 195.20.03 sal die skaal van brandstofheffing die som wees van die -

(i) algemene brandstofheffing teen 'n skaal van 393 sent per liter; en

(ii) koolstofbrandstofheffing teen 'n skaal van 23 sent per liter.

(c) Vir die doeleindes van item 195.20.01 sal die skaal van brandstofheffing die som wees van die -

(i) algemene brandstofheffing teen 'n skaal van 196.5 sent per liter; en

(ii) koolstofbrandstofheffing teen 'n skaal van nul sent per liter.

Deur die vervanging van die volgende:

Brandstof-heffingitem	Tariefpos	Artikel Beskrywing	Skaal van Brandstofheffing
195.10.03	2710.12.02	Petrol, soos omskryf in Addisionele Opmerking 1(b) by Hoofstuk 27	429c/li
195.10.15	2710.12.26	Verhittingskeroseen, soos omskryf in Addisionele Opmerking 1(f) by Hoofstuk 27, ongemerk	416c/li
195.10.17	2710.12.30	Distillaatbrandstof, soos omskryf in Addisionele Opmerking 1(g) by Hoofstuk 27	416c/li
195.10.21	2710.12.39	Gespesifiseerde alifatiese koolwaterstofoplosmiddels, soos omskryf in Addisionele Opmerking 1(ij) by Hoofstuk 27, ongemerk	416c/li
195.13.15	2710.19.26	Verhittingskeroseen, soos omskryf in Addisionele Opmerking 1(f) by Hoofstuk 27, ongemerk	416c/li
195.13.17	2710.19.30	Distillaatbrandstof, soos omskryf in Addisionele Opmerking 1(g) by Hoofstuk 27	416c/li

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Deur die vervanging van die volgende:

Brandstof-heffingitem	Tariefpos	Artikel Beskrywing	Skaal van Brandstofheffing
195.13.21	2710.19.39	Gespesifiseerde alifatiese koolwaterstofoplosmiddels, soos omskryf in Addisionele Opmerking 1(ij) by Hoofstuk 27, ongemerk	416c/li
195.20.01	3826.00.10	Biodiesel soos omskryf in Addisionele Opmerking 1(a) by Hoofstuk 38	196,5c/li
195.20.03	3826.00.90	Ander biodiesel	416c/li

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CUSTOMS AND EXCISE ACT, 1964.
AMENDMENT OF SCHEDULE NO. 1 (NO. 1/5B/170)

In terms of section 48 of the Customs and Excise Act, 1964, Part 5B of Schedule No. 1 to the said Act is hereby amended, **with effect from 1 April 2026,** to the extent set out in the Schedule hereto.

ENOCH GODONGWANA
MINISTER OF FINANCE

SCHEDULE

By the substitution of the following:

Road Accident Fund Fuel Levy Item	Tariff Heading	Article Description	Rate of Road Accident Fund Levy
197.10.03	2710.12.02	Petrol, as defined in Additional Note 1(b) to Chapter 27	225c/li
197.10.15	2710.12.26	Illuminating kerosene, as defined in Additional Note 1(f) to Chapter 27, unmarked	225c/li
197.10.17	2710.12.30	Distillate fuel, as defined in Additional Note 1(g) to Chapter 27	225c/li
197.10.21	2710.12.39	Specified aliphatic hydrocarbon solvents, as defined in Additional Note 1(ij) to Chapter 27, unmarked	225c/li
197.13.15	2710.19.26	Illuminating kerosene, as defined in Additional Note 1(f) to Chapter 27, unmarked	225c/li
197.13.17	2710.19.30	Distillate fuel, as defined in Additional Note 1(g) to Chapter 27	225c/li
197.13.21	2710.19.39	Specified aliphatic hydrocarbon solvents, as defined in Additional Note 1(ij) to Chapter 27, unmarked	225c/li
197.20.01	3826.00.10	Biodiesel, as defined in Additional Note 1(a) to Chapter 38	225c/li
197.20.03	3826.00.90	Other biodiesel	225c/li

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DOEANE- EN AKSYNSWET, 1964.
WYSIGING VAN BYLAE NO. 1 (NO. 1/5B/170)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 5B van Bylae No. 1 by bogenoemde Wet hiermee gewysig**, met ingang vanaf 1 April 2026,** in die mate in die Bylae hierby aangetoon.

ENOCH GODONGWANA
MINISTER VAN FINANSIES

BYLAE

Deur die vervanging van die volgende:

Padongelukfonds heffingitem	Tariefpos	Artikel Beskrywing	Skaal van Padongelukfondsheffing
197.10.03	2710.12.02	Petrol, soos omskryf in Addisionele Opmerking 1(b) by Hoofstuk 27	225c/li
197.10.15	2710.12.26	Verhittingskeroseen, soos omskryf in Addisionele Opmerking 1(f) by Hoofstuk 27, ongemerk	225c/li
197.10.17	2710.12.30	Distillaatbrandstof, soos omskryf in Addisionele Opmerking 1(g) by Hoofstuk 27	225c/li
197.10.21	2710.12.39	Gespesifiseerde alifatiese koolwaterstofoplosmiddels, soos omskryf in Addisionele Opmerking 1(ij) by Hoofstuk 27, ongemerk	225c/li
197.13.15	2710.19.26	Verhittingskeroseen, soos omskryf in Addisionele Opmerking 1(f) by Hoofstuk 27, ongemerk	225c/li
197.13.17	2710.19.30	Distillaatbrandstof, soos omskryf in Addisionele Opmerking 1(g) by Hoofstuk 27	225c/li
197.13.21	2710.19.39	Gespesifiseerde alifatiese koolwaterstofoplosmiddels, soos omskryf in Addisionele Opmerking 1(ij) by Hoofstuk 27, ongemerk	225c/li
197.20.01	3826.00.10	Bio-diesel soos omskryf in Addisionele Opmerking 1(a) by Hoofstuk 38	225c/li
197.20.03	3826.00.90	Ander bio-diesel	225c/li

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CUSTOMS AND EXCISE ACT, 1964.
AMENDMENT OF SCHEDULE NO. 6 (NO. 6/3/66)

In terms of section 75 of the Customs and Excise Act, 1964, Part 3 of Schedule No. 6 to the said Act is hereby amended**, with effect from 1 April 2026,** to the extent set out in the Schedule hereto.

ENOCH GODONGWANA
MINISTER OF FINANCE

SCHEDULE

By the substitution of Note(s) 6(b) with the following:

(b) The extent of refund for eligible purchases -

ON LAND

(i) Farming, forestry or mining on land is 157,2 cents per litre fuel levy **plus** 225,0 cents per litre Road Accident Fund levy equalling 382,2 cents per litre.

Mode of calculation of refund is as follows:

(aa) For 1 000 litres eligible purchases -

1 000 litres on which a refund of 382,2 cent per litre may be claimed;

(bb) For 1 000 litres purchased of which 300 litres represent non-eligible purchases, for example, carriage of goods for reward -

1 000 litres less 300 litres equals 700 litres eligible purchases on which a refund of 382,2 cents per litre may be claimed;

OFFSHORE

(ii) Offshore vessels, including -

(aa) commercial fishing vessels;

(bb) coasting vessels;

(cc) offshore mining;

(dd) vessels owned by the National Sea Rescue Institute;

(ee) vessels conducting research in support of the marine industry;

(ff) coastal patrol vessels; or

(gg) vessels employed to service fibre optic telecommunication cables along the coastline of Southern Africa, is

393,0 cents per litre fuel levy, **plus** 225,0 cents per litre Road Accident Fund levy equalling 618,0 cents per litre.

HARBOUR VESSELS

(iii) Harbour vessels, including -

(aa) harbour vessels operated by Portnet;

(bb) vessels used by in-port bunker barge operators,

225,0 cents per litre Road Accident Fund levy.

RAIL

(iv) Locomotives used for rail freight other than those used in farming, forestry or mining, as provided in these Notes is 225,0 cents per litre Road Accident Fund levy.

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By the substitution of Note(s) 6(b) with the following:

ELECTRICITY GENERATION PLANTS

(v) Distillate fuel used solely as fuel in electricity generation plants with a capacity exceeding 200 megawatt per plant, generating electricity for the national distribution network, is 196,5 cents per litre fuel levy, **plus** 225,0 cents per litre Road Accident Fund levy equalling 421,5 cents per litre.

(vi) Any claim for a refund of levies provided for in paragraph (b)(i), (ii), (iii), (iv) or (v) to this Note must be reduced by any non-eligible purchases.

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DOEANE- EN AKSYNSWET, 1964.
WYSIGING VAN BYLAE NO. 6 (NO. 6/3/66)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Deel 3 van Bylae No. 6 by bogenoemde Wet hiermee gewysig**, met ingang vanaf 1 April 2026,** in die mate in die Bylae hierby aangetoon.

ENOCH GODONGWANA
MINISTER VAN FINANSIES

BYLAE

Deur die vervanging van Opmerking(s) 6(b) met die volgende:

(b) Die mate van terugbetaling vir geskikte aankope -

OP LAND

(i) Landbou, bosbou of mynbou op land, is 157,2 sent per liter brandstofheffing **plus** 225,0 sent per liter Padongelukfondsheffing wat gelyk is aan 382,2 sent per liter.

Metode van berekening van terugbetalling is as volg:

(aa) Vir 1 000 liter geskikte aankope -

1 000 liter waarvoor 'n terugbetaling van 382,2 sent per liter geëis mag word;

(bb) Vir 1000 liter aangekoop waarvan 300 liter ongeskikte aankope verteenwoordig, byvoorbeeld, vervoer van goedere teen vergoeding -

1 000 liter min 300 liter is gelyk aan 700 liter geskikte aankope waarop 'n terugbetaling van 382,2 sent per liter geëis mag word;

AFLANDIG

(ii) Aflandige vaartuie, sluit in -

(aa) kommersiële visvangvaartuie;

(bb) kusvaarders;

(cc) aflandige mynbou;

(dd) vaartuie deur die Nasionale Seereddingsinstituut besit;

(ee) vaartuie wat navorsing ter ondersteuning van die marienenywerheid onderneem;

(ff) kuspatrolering vaartuie; of

(gg) vaartuie aangewend vir die diens van veseloptiese-telekommunikasiekabels langs die kuslyn van Suider-Afrika,

is 393,0 sent per liter brandstofheffing, **plus** 225,0 sent per liter Padongelukfondsheffing is gelyk aan 618,0 sent per liter.

(iii) Hawevaartuie, met inbegrip van -

(aa) hawevaartuie deur Portnet bedryf;

(bb) vaartuie deur in-hawe bunkervragskuitoperateurs gebruik,

225,0 sent per liter Padongelukfondsheffing.

SPOOR

(iv) Lokomotiewe vir spoorvrag gebruik uitgesonderd dié gebruik vir landbou, bosbou of mynbou, soos in hierdie Opmerkings bepaal, is 225,0 sent per liter Padongelukfondsheffing.

ELEKTRISITEITSOPWEKKINGSAANLEGTE

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Deur die vervanging van Opmerking(s) 6(b) met die volgende:

(v)	Distillaatbrandstof vir gebruik uitsluitlik as brandstof deur elektrisiteitsopwekkingsaanlegte met 'n kapasiteit van meer as 200 megawatt per aanleg, wat krag opwek vir die nasionale verspreidingsnetwerk, is 196,5 sent per liter brandstofheffing, **plus** 225,0 sent per liter Padongelukfondsheffing is gelyk aan 421,5 sent per liter.
(vi)	Enige eis om terugbetaling van heffings waarvoor voorsiening gemaak word in paragraaf (b)(i), (ii), (iii), (iv) of (v) by hierdie Opmerking moet met enige ongeskikte aankope verminder word.

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CUSTOMS AND EXCISE ACT, 1964.
AMENDMENT OF SCHEDULE NO. 1 (NO. 1/1964)

In terms of section 48 of the Customs and Excise Act, 1964, Schedule No. 1 to the said Act is hereby amended**, with retrospective effect from 1 September 2025 up to and including 31 December 2025,** to the extent set out in the Schedule hereto.



ENOCH GODONGWANA

MINISTER OF FINANCE

SCHEDULE

By the substitution in paragraph 3.1 to General Note IJ of the following:

HS Code	Description	Quota (ton)	Botswana TRQ allocation in ton	Eswatini TRQ allocation in ton	Lesotho TRQ allocation in ton	Namibia TRQ allocation in ton	South Africa TRQ allocation in ton
02032200	Hams, shoulders and cuts thereof, with bone in	1 357.31	56.91	56.91	56.91	60.01	1 126.57
02032990	Other						
02091000	Pig fat	75.10	0	0	0	15.02	60.08
04051010	Butter, in immediate packaging of a content of 20 kg or more	500	25.00	25.00	25.00	25.00	400.00
04059000	Other						
04061000	Fresh (unripened or uncured) cheese, including whey cheese, and curd	7 299.61	364.98	364.98	364.98	364.98	5 839.69
04062000	Grated or powdered cheese, of all kinds						
04063000	Processed cheese, not grated or powdered						
04064000	Blue-veined cheese and other cheese containing veins produced by *Penicillium Roqueforti*						

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By the substitution in paragraph 3.1 to General Note IJ of the following:

HS Code	Description	Quota (ton)	Botswana TRQ allocation in ton	Eswatini TRQ allocation in ton	Lesotho TRQ allocation in ton	Namibia TRQ allocation in ton	South Africa TRQ allocation in ton
04069012	Other						
04069022	Other						
04069099	Other						
10019	Wheat	62 873.60	2 672.13	0	2 672.13	5 344.26	52 185.09
100300	Barley	10 000	250	250	250	250	9 000
16010020	Mortadella bologna	100	5	5	5	5	80
19019040	Other, in immediate packaging of a content of 5 kg or more	2 161.32	108.066	108.066	108.066	108.066	1 729.06
210500	Ice Cream	150	7.50	7.50	7.50	7.50	120

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DOEANE- EN AKSYNSWET, 1964.
WYSIGING VAN BYLAE NO. 1 (NO. 1/1964)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Bylae No. 1 by bogenoemde Wet hiermee gewysig, **met terugwerkende krag vanaf 1 September 2025 tot en met 31 Desember 2025,** in die mate in die Bylae hierby aangetoon.

ENOCH GODONGWANA
MINISTER VAN FINANSIES

BYLAE

Deur die vervanging van paragraaf 3.1 by Algemene Opmerking IJ deur die volgende te vervang:

HS Kode	Beskrywing	Kwota (ton)	Botswana TSK toekenning in ton	Eswatini TSK toekenning in ton	Lesotho TSK toekenning in ton	Namibië TSK toekenning in ton	Suid Afrika TSK toekenning in ton
02032200	Hamme, blaaie en snitte daarvan, met been in	1 357.31	56.91	56.91	56.91	60.01	1 126.57
02032990	Ander						
02091000	Varkvet	75.10	0	0	0	15.02	60.08
04051010	Botter, in onmiddellike verpakkings met 'n inhoud van minstens 20 kg	500	25	25	25	25	400
04059000	Ander						
04061000	Vars (onryp of onbeleë) kaas, met inbegrip van weikaas, en wrongel	7299.61	364.98	364.98	364.98	364.98	5 839.69
04062000	Gerasperde of verpoeierde kaas, van alle soorte						
04063000	Geprosesseerde kaas, nie gerasper of verpoeier nie						
04064000	Blougeaarde kaas en ander kaas wat are bevat wat deur *Penicillium Roqueforti* geproduseer is						
04069012	Ander						
04069022	Ander						

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Deur Tabel 1 in paragraaf 3.1 by Algemene Opmerking IJ deur die volgende te vervang:

HS Kode	Beskrywing	Kwota (ton)	Botswana TSK toekenning in ton	Eswatini TSK toekenning in ton	Lesotho TSK toekenning in ton	Namibië TSK toekenning in ton	Suid Afrika TSK toekenning in ton
04069099	Ander						
10019	Koring	62 873.60	2 672.13	0	2 672.13	5 344.26	52 185.09
100300	Gars	10 000	250	250	250	250	9 000
16010020	Mortadella Bologna	100	5	5	5	5	80
19019040	Ander, in onmiddellike verpakkings met 'n inhoud van minstens 5 kg	2 161.32	108.066	108.066	108.066	108.066	1 729.06
210500	Roomys	150	7.50	7.50	7.50	7.50	120

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CUSTOMS AND EXCISE ACT, 1964.
AMENDMENT OF SCHEDULE NO. 1 (NO. 1/1965)

In terms of section 48 of the Customs and Excise Act, 1964, Schedule No. 1 to the said Act is hereby amended**, with retrospective effect from 1 September 2025 up to and including 31 December 2025,** to the extent set out in the Schedule hereto.

ENOCH GODONGWANA
MINISTER OF FINANCE

SCHEDULE

By the substitution in paragraph 3.1 to General Note N of the following:

HS Code	Description	Quota (ton)	Botswana TRQ allocation in ton	Eswatini TRQ allocation in ton	Lesotho TRQ allocation in ton	Namibia TRQ allocation in ton	South Africa TRQ allocation in ton
02032200	Hams, shoulders and cuts thereof, with bone in	150	6.375	6.375	6.375	6.375	124.50
02032990	Other						
02091000	Pig fat	20	1	1	1	1	16.00
04051010	Butter, in immediate packaging of a content of 20 kg or more	94	4.7	4.7	4.7	4.7	75.20
04059000	Other						
04061000	Fresh (unripened or uncured) cheese, including whey cheese, and curd	1 472.62	73.631	73.631	73.631	73.631	1 178.10
04062000	Grated or powdered cheese, of all kinds						
04063000	Processed cheese, not grated or powdered						
04064000	Blue-veined cheese and other cheese containing veins produced by *Penicillium Roqueforti*						

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By the substitution in paragraph 3.1 to General Note N of the following:

HS Code	Description	Quota (ton)	Botswana TRQ allocation in ton	Eswatini TRQ allocation in ton	Lesotho TRQ allocation in ton	Namibia TRQ allocation in ton	South Africa TRQ allocation in ton
04069012	Other						
04069022	Other						
04069099	Other						
10019	Wheat	30 090	1 278.825	1 278.825	1 278.825	1 278.825	24 974.70
100300	Barley	1 003	25.075	25.075	25.075	25.075	902.70
19019040	Other, in immediate packaging of a content of 5 kg or more	786	39.3	39.3	39.3	39.3	628.80
210500	Ice Cream	24	1.2	1.2	1.2	1.2	19.20

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DOEANE- EN AKSYNSWET, 1964.
WYSIGING VAN BYLAE NO. 1 (NO. 1/1965)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Bylae No. 1 by bogenoemde Wet hiermee gewysig, **met terugwerkende krag vanaf 1 September 2025 tot en met 31 Desember 2025,** in die mate in die Bylae hierby aangetoon.

ENOCH GODONGWANA
MINISTER VAN FINANSIES

BYLAE

Deur die vervanging van paragraaf 3.1 by Algemene Opmerking N deur die volgende te vervang:

HS Kode	Beskrywing	Kwota (ton)	Botswana TSK toekenning in ton	Eswatini TSK toekenning in ton	Lesotho TSK toekenning in ton	Namibië TSK toekenning in ton	Suid Afrika TSK toekenning in ton
02032200	Hamme, blaaie en snitte daarvan, met been in	150	6.375	6.375	6.375	6.375	124.50
02032990	Ander						
02091000	Varkvet	20	1	1	1	1	16
04051010	Botter, in onmiddellike verpakkings met 'n inhoud van minstens 20 kg	94	4.7	4.7	4.7	4.7	75.20
04059000	Ander						
04061000	Vars (onryp of onbeleë) kaas, met inbegrip van weikaas, en wrongel	1 472.62	73.631	73.631	73.631	73.631	1 178.10
04062000	Gerasperde of verpoeierde kaas, van alle soorte						
04063000	Geprosesseerde kaas, nie gerasper of verpoeier nie						
04064000	Blougeaarde kaas en ander kaas wat are bevat wat deur *Penicillium Roqueforti* geproduseer is						
04069012	Ander						
04069022	Ander						

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Deur Tabel 1 in paragraaf 3.1 by Algemene Opmerking N deur die volgende te vervang:

HS Kode	Beskrywing	Kwota (ton)	Botswana TSK toekenning in ton	Eswatini TSK toekenning in ton	Lesotho TSK toekenning in ton	Namibië TSK toekenning in ton	Suid Afrika TSK toekenning in ton
04069099	Ander						
10019	Koring	30 090	1 278.825	1 278.825	1 278.825	1 278.825	24 974.70
100300	Gars	1 003	25.075	25.075	25.075	25.075	902.70
19019040	Ander, in onmiddellike verpakkings met 'n inhoud van minstens 5 kg	786	39.3	39.3	39.3	39.3	628.80
210500	Roomys	24	1.2	1.2	1.2	1.2	19.20

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CUSTOMS AND EXCISE ACT, 1964.
AMENDMENT OF SCHEDULE NO. 1 (NO. 1/1966)

In terms of section 48 of the Customs and Excise Act, 1964, Schedule No. 1 to the said Act is hereby amended**, with retrospective effect from 1 January 2026,** to the extent set out in the Schedule hereto.



ENOCH GODONGWANA
MINISTER OF FINANCE

SCHEDULE

By the substitution in paragraph 3.1 to General Note IJ of the following:

HS Code	Description	Quota (ton)	Botswana TRQ allocation in ton	Eswatini TRQ allocation in ton	Lesotho TRQ allocation in ton	Namibia TRQ allocation in ton	South Africa TRQ allocation in ton
02032200	Hams, shoulders and cuts thereof, with bone in	1 500	60	25	25	140	1 250
02032990	Other						
02091000	Pig fat	200	18	15	3	24	140
04051010	Butter, in immediate packaging of a content of 20 kg or more	500	43	17	10	80	350
04059000	Other						
04061000	Fresh (unripened or uncured) cheese, including whey cheese, and curd	8 900	801	445	267	1 157	6 230
04062000	Grated or powdered cheese, of all kinds						
04063000	Processed cheese, not grated or powdered						
04064000	Blue-veined cheese and other cheese containing veins produced by *Penicillium Roqueforti*						

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By the substitution in paragraph 3.1 to General Note IJ of the following:

HS Code	Description	Quota (ton)	Botswana TRQ allocation in ton	Eswatini TRQ allocation in ton	Lesotho TRQ allocation in ton	Namibia TRQ allocation in ton	South Africa TRQ allocation in ton
04069012	Other						
04069022	Other						
04069099	Other						
10019	Other	300 000	13 300	1 025	10 000	24 180	251 495
100300	Barley	10 000	10	5	15	1 000	8 970
16010020	Mortadella bologna	100	2	3	2	23	70
19019040	Other, in immediate packaging of a content of 5 kg or more	2 300	296	265	43	86	1 610
210500	Ice Cream	150	17	6	4	18	105

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DOEANE- EN AKSYNSWET, 1964.
WYSIGING VAN BYLAE NO. 1 (NO. 1/1966)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Bylae No. 1 by bogenoemde Wet hiermee gewysig, **met terugwerkende krag vanaf 1 Januarie 2026,** in die mate in die Bylae hierby aangetoon.

ENOCH GODONGWANA
MINISTER VAN FINANSIES

BYLAE

Deur die vervanging van paragraaf 3.1 by Algemene Opmerking IJ deur die volgende te vervang:

HS Kode	Beskrywing	Kwota (ton)	Botswana TSK toekenning in ton	Eswatini TSK toekenning in ton	Lesotho TSK toekenning in ton	Namibië TSK toekenning in ton	Suid Afrika TSK toekenning in ton
02032200	Hamme, blaaie en snitte daarvan, met been in	1 500	60	25	25	140	1 250
02032990	Ander						
02091000	Varkvet	200	18	15	3	24	140
04051010	Botter, in onmiddellike verpakkings met 'n inhoud van minstens 20 kg	500	43	17	10	80	350
04059000	Ander						
04061000	Vars (onryp of onbeleë) kaas, met inbegrip van weikaas, en wrongel	8 900	801	445	267	1 157	6 230
04062000	Gerasperde of verpoeierde kaas, van alle soorte						
04063000	Geprosesseerde kaas, nie gerasper of verpoeier nie						
04064000	Blougeaarde kaas en ander kaas wat are bevat wat deur *Penicillium Roqueforti* geproduseer is						
04069012	Ander						
04069022	Ander						

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Deur Tabel 1 in paragraaf 3.1 by Algemene Opmerking IJ deur die volgende te vervang:

HS Kode	Beskrywing	Kwota (ton)	Botswana TSK toekenning in ton	Eswatini TSK toekenning in ton	Lesotho TSK toekenning in ton	Namibië TSK toekenning in ton	Suid Afrika TSK toekenning in ton
04069099	Ander						
10019	Koring	300 000	13 300	1 025	10 000	24 180	251 495
100300	Gars	10 000	10	5	15	1 000	8 970
16010020	Mortadella Bologna	100	2	3	2	23	70
19019040	Ander, in onmiddellike verpakkings met 'n inhoud van minstens 5 kg	2 300	296	265	43	86	1 610
210500	Roomys	150	17	6	4	18	105

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CUSTOMS AND EXCISE ACT, 1964.
AMENDMENT OF SCHEDULE NO. 1 (NO. 1/1967)

In terms of section 48 of the Customs and Excise Act, 1964, Schedule No. 1 to the said Act is hereby amended, **with retrospective effect from 1 January 2026,** to the extent set out in the Schedule hereto.

ENOCH GODONGWANA
MINISTER OF FINANCE

SCHEDULE

By the substitution in paragraph 3.1 to General Note N of the following:

HS Code	Description	Quota (ton)	Botswana TRQ allocation in ton	Eswatini TRQ allocation in ton	Lesotho TRQ allocation in ton	Namibia TRQ allocation in ton	South Africa TRQ allocation in ton
02032200	Hams, shoulders and cuts thereof, with bone in	150	6	2.50	2.50	14.00	125
02032990	Other						
02091000	Pig fat	20	2	2	2	2	12
04051010	Butter, in immediate packaging of a content of 20 kg or more	94	8.08	3.20	1.88	15.04	65.80
04059000	Other						
04061000	Fresh (unripened or uncured) cheese, including whey cheese, and curd	1 579	142.11	78.95	47.37	205.27	1 105.30
04062000	Grated or powdered cheese, of all kinds						
04063000	Processed cheese, not grated or powdered						
04064000	Blue-veined cheese and other cheese containing veins produced by *Penicillium Roqueforti*						

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By the substitution in paragraph 3.1 to General Note N of the following:

HS Code	Description	Quota (ton)	Botswana TRQ allocation in ton	Eswatini TRQ allocation in ton	Lesotho TRQ allocation in ton	Namibia TRQ allocation in ton	South Africa TRQ allocation in ton
04069012	Other						
04069022	Other						
04069099	Other						
10019	Wheat	30 090	1 203.60	511.53	3 998.96	3 998.96	20 376.95
100300	Barley	1 003	50.15	50.15	50.15	50.15	802.40
19019040	Other, in immediate packaging of a content of 5 kg or more	796	102.44	91.71	14.89	29.76	557.20
210500	Ice Cream	24	1.98	1.98	1.98	1.98	16.08

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DOEANE- EN AKSYNSWET, 1964.
WYSIGING VAN BYLAE NO. 1 (NO. 1/1967)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Bylae No. 1 by bogenoemde Wet hiermee gewysig**, met terugwerkende krag vanaf 1 Januarie 2026,** in die mate in die Bylae hierby aangetoon.

ENOCH GODONGWANA
MINISTER VAN FINANSIES

BYLAE

Deur die vervanging van paragraaf 3.1 by Algemene Opmerking N deur die volgende te vervang:

HS Kode	Beskrywing	Kwota (ton)	Botswana TSK toekenning in ton	Eswatini TSK toekenning in ton	Lesotho TSK toekenning in ton	Namibië TSK toekenning in ton	Suid Afrika TSK toekenning in ton
02032200	Hamme, blaaie en snitte daarvan, met been in	150	6	2.50	2.50	14.00	125
02032990	Ander						
02091000	Varkvet	20	2	2	2	2	12
04051010	Botter, in onmiddellike verpakkings met 'n inhoud van minstens 20 kg	94	8.08	3.20	1.88	15.04	65.80
04059000	Ander						
04061000	Vars (onryp of onbeleë) kaas, met inbegrip van weikaas, en wrongel	1 579	142.11	78.95	47.37	205.27	1 105.30
04062000	Gerasperde of verpoeierde kaas, van alle soorte						
04063000	Geprosesseerde kaas, nie gerasper of verpoeier nie						
04064000	Blougeaarde kaas en ander kaas wat are bevat wat deur *Penicillium Roqueforti* geproduseer is						
04069012	Ander						
04069022	Ander						

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Deur Tabel 1 in paragraaf 3.1 by Algemene Opmerking N deur die volgende te vervang:

HS Kode	Beskrywing	Kwota (ton)	Botswana TSK toekenning in ton	Eswatini TSK toekenning in ton	Lesotho TSK toekenning in ton	Namibië TSK toekenning in ton	Suid Afrika TSK toekenni in ton
04069099	Ander						
10019	Koring	30 090	1 203.60	511.53	3 998.96	3 998.96	20 376.95
100300	Gars	1 003	50.15	50.15	50.15	50.15	802.40
19019040	Ander, in onmiddellike verpakkings met 'n inhoud van minstens 5 kg	796	102.44	91.71	14.89	29.76	557.20
210500	Roomys	24	1.98	1.98	1.98	1.98	16.08

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