Government Gazette
Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Vol. 736 16 October Oktober 2026 No. 55542

PART 1 OF 2

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ISSN 1682-5845

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

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government printing
Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICA

HIGH ALERT: SCAM WARNING!!!

TO ALL SUPPLIERS AND SERVICE PROVIDERS OF THE GOVERNMENT PRINTING WORKS

It has come to the attention of the *GOVERNMENT PRINTING WORKS* that there are certain unscrupulous companies and individuals who are defrauding unsuspecting businesses disguised as representatives of the *Government Printing Works* (*GPW*).

The scam involves the fraudsters using the letterhead of *GPW* to send out fake tender bids to companies and requests to supply equipment and goods.

Although the contact person's name on the letter may be of an existing official, the contact details on the letter are not the same as the *Government Printing Works*'. When searching on the Internet for the address of the company that has sent the fake tender document, the address does not exist.

The banking details are in a private name and not company name. Government will never ask you to deposit any funds for any business transaction. *GPW* has alerted the relevant law enforcement authorities to investigate this scam to protect legitimate businesses as well as the name of the organisation.

Example of e-mails these fraudsters are using:

PROCUREMENT@GPW-GOV.ORG

Should you suspect that you are a victim of a scam, you must urgently contact the police and inform the *GPW*.

GPW has an official email with the domain as **@gpw.gov.za**

Government e-mails DO NOT have org in their e-mail addresses. All of these fraudsters also use the same or very similar telephone numbers. Although such number with an area code 012 looks like a landline, it is not fixed to any property.

GPW will never send you an e-mail asking you to supply equipment and goods without a purchase/order number. *GPW* does not procure goods for another level of Government. The organisation will not be liable for actions that result in companies or individuals being resultant victims of such a scam.

Government Printing Works gives businesses the opportunity to supply goods and services through RFQ / Tendering process. In order to be eligible to bid to provide goods and services, suppliers must be registered on the National Treasury's Central Supplier Database (CSD). To be registered, they must meet all current legislative requirements (e.g. have a valid tax clearance certificate and be in good standing with the South African Revenue Services - SARS).

The tender process is managed through the Supply Chain Management (SCM) system of the department. SCM is highly regulated to minimise the risk of fraud, and to meet objectives which include value for money, open and effective competition, equitability, accountability, fair dealing, transparency and an ethical approach. Relevant legislation, regulations, policies, guidelines and instructions can be found on the tender's website.

Fake Tenders

National Treasury's CSD has launched the Government Order Scam campaign to combat fraudulent requests for quotes (RFQs). Such fraudulent requests have resulted in innocent companies losing money. We work hard at preventing and fighting fraud, but criminal activity is always a risk.

How tender scams work

There are many types of tender scams. Here are some of the more frequent scenarios:

Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to a company to invite it to urgently supply goods. Shortly after the company has submitted its quote, it receives notification that it has won the tender. The company delivers the goods to someone who poses as an official or at a fake site. The Department has no idea of this transaction made in its name. The company is then never paid and suffers a loss.

OR

Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to Company A to invite it to urgently supply goods. Typically, the tender specification is so unique that only Company B (a fictitious company created by the fraudster) can supply the goods in question.

Shortly after Company A has submitted its quote it receives notification that it has won the tender. Company A orders the goods and pays a deposit to the fictitious Company B. Once Company B receives the money, it disappears. Company A's money is stolen in the process.

Protect yourself from being scammed

- If you are registered on the supplier databases and you receive a request to tender or quote that seems to be from a government department, contact the department to confirm that the request is legitimate. Do not use the contact details on the tender document as these might be fraudulent.
- Compare tender details with those that appear in the Tender Bulletin, available online at **www.gpwonline.co.za**
- Make sure you familiarise yourself with how government procures goods and services. Visit the tender website for more information on how to tender.
- If you are uncomfortable about the request received, consider visiting the government department and/or the place of delivery and/or the service provider from whom you will be sourcing the goods.
- In the unlikely event that you are asked for a deposit to make a bid, contact the SCM unit of the department in question to ask whether this is in fact correct.

Any incidents of corruption, fraud, theft and misuse of government property in the *Government Printing Works* can be reported to:

Supply Chain Management: Ms. Anna Marie Du Toit, Tel. (012) 748 6292.
Email: **Annamarie.DuToit@gpw.gov.za**

Marketing and Stakeholder Relations: Ms Bonakele Mbhele, at Tel. (012) 748 6193.
Email: **Bonakele.Mbhele@gpw.gov.za**

Security Services: Mr Daniel Legoabe, at tel. (012) 748 6176.
Email: **Daniel.Legoabe@gpw.gov.za**

Closing times for **ORDINARY WEEKLY** *GOVERNMENT GAZETTE* 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 FORESTRY, FISHERIES AND THE ENVIRONMENT

NO. 8006 **16 October 2026**

NATIONAL ENVIRONMENTAL MANAGEMENT: PROTECTED AREAS ACT, 2003 (ACT NO. 57 OF 2003)

CONSULTATION ON THE INTENTION TO DECLARE A CERTAIN PRIVATELY OWNED AREA AS STONEHENGE PROTECTED ENVIRONMENT; ASSIGN THE MANAGEMENT OF THE PROPOSED PROTECTED ENVIRONMENT TO THE TANKWA TENTED CAMP (PTY) LTD; AND RESTRICT OR REGULATE DEVELOPMENT AND OTHER ACTIVITIES IN THE STONEHENGE PROTECTED ENVIRONMENT IN TERMS OF THE NATIONAL ENVIRONMENTAL MANAGEMENT: PROTECTED AREAS ACT, 2003 (ACT NO. 57 OF 2003)

I, David Maynier, Minister of Forestry, Fisheries and the Environment, hereby, in terms of sections 28(1)(a)(i) and (b), read with sections 31 and 33 of the National Environmental Management: Protected Areas Act, 2003 (Act No. 57 of 2003) (the Act), give notice of my intention to—

(a) declare a certain privately owned area situated in the Northern Cape Province as the Stonehenge Protected Environment, as set out in the Schedule hereto;
(b) assign the management of the Stonehenge Protected Environment to the Tankwa Tented Camp (Pty) Ltd in terms of section 38(1)(b) of the Act; and
(c) restrict or regulate, in the Stonehenge Protected Environment, development that may be inappropriate for the area, given the purpose for which the area was declared and the carrying out of other activities that may impede such purpose under section 51 of the Act.

Members of the public are hereby invited to submit, **within sixty (60) days** from the date of publication of this Notice in the Government *Gazette*, or in the newspaper, whichever date is the last date, written representations or objections to the following addresses:

By post to: The Director-General
Department of Forestry, Fisheries and the Environment
Attention: Mr. Sydney Nkosi
Private Bag X447
PRETORIA
0001

By hand to: Environment House , 473 Steve Biko Road, Arcadia, Pretoria, 0083

By mail to: smampe@dffe.gov.za

Any enquiries in connection with the notice can be directed to Ms Sibongile Mampe on 012 399 9557, or by email: smampe@dffe.gov.za.

Comments received after the closing date may not be considered.



DAVID MAYNIER
MINISTER OF FORESTRY, FISHERIES AND THE ENVIRONMENT

SCHEDULE

1. THE FOLLOWING PRIVATELY OWNED AREA SITUATED IN THE CALVINIA REGISTRATION DIVISION, NORTHERN CAPE PROVINCE CONSTITUTE THE STONEHENGE PROTECTED ENVIRONMENT

1.1

Title Deed No.	Description of Property: farm, portion	Ownership	District	Extent (ha)
T19202/2005	Farm Stonehenge No. 1104	Tankwa Tented Camp (PTY) Ltd	Calvinia	3161.5238

2. ASSIGNMENT OF A MANAGEMENT AUTHORITY

2.1 The management of the Stonehenge Protected Environment is assigned in terms of section 38(1)(b) of the Act to the Tankwa Tented Camp (Pty) Ltd.

2.2 The management authority of the Stonehenge Protected Environment is required to manage the protected environment in terms of section 40(1) of the Act.

3. PURPOSE OF DECLARATION OF STONEHENGE PROTECTED ENVIRONMENT

3.1 The purpose for which the Stonehenge Protected Environment is declared, is to—

(a) serve as a buffer zone for the conservation and protection of the Tankwa-Karoo National Park;
(b) enable the owner of the land to take action to conserve biodiversity and to provide legal recognition for the Protected Environment; and
(c) protect the Tankwa-Karoo National Park by restricting development and activities within the Stonehenge Protected Environment.

4. RESTRICTION OF DEVELOPMENT AND OTHER ACTIVITIES IN THE STONEHENGE PROTECTED ENVIRONMENT

4.1. APPLICATION

4.1.1 Development and other activities in the Stonehenge Protected Environment that may be inappropriate for the area and may impede the purpose for which this protected environment was declared, are restricted according to–

(a) The Zonation Map set out in **Appendix '1'** and depicted in the management plan which can be accessed at (https://wildernessfoundation.co.za/spaces/);
(b) The Zonation Table set out in **Appendix '2'** and depicted in the management plan which can be accessed at (https://wildernessfoundation.co.za/spaces/); and
(c) The '*Tankwa Karoo to Cederberg Wilderness Corridor Ecological Management Guidelines 2021*' (Wilderness Foundation Africa, 2021) document, which can be accessed at (https://wildernessfoundation.co.za/spaces/).

4.2. RESTRICTION OF DEVELOPMENT AND OTHER ACTIVITIES IN THE CONSERVATION ZONE

4.2.1 Insofar as development and other activities in the Conservation Zone are restricted, activities or developments conducted therein must be undertaken in line with the management plan and may not result in a transition away from conservation, agricultural and/or ecotourism land uses.

4.2.2. Development or activities within the Conservation Zone are, in accordance with **Appendix '1' and '2'**, limited to:

(a) Low intensity grazing by indigenous game species in line with the *'Tankwa Karoo to Cederberg Wilderness Corridor Ecological Management Guidelines 2021'* (Wilderness Foundation Africa, 2021) document;
(b) Rehabilitation of previously degraded areas (landscape degradation & invasive alien plant clearing);
(c) Development and maintenance of small scale, non-invasive infrastructures including water points for game and hiking trails; and
(d) Controlled non-motorized access by visitors on designated paths (e.g. hiking and mountain biking).

4.3. RESTRICTION OF DEVELOPMENT AND OTHER ACTIVITIES IN THE LOW IMPACT ZONE

4.3.1 Insofar as development and other activities in the Low Impact Zone are restricted, activities or developments conducted therein must be undertaken in line with the management plan and may not result in a transition away from agricultural and/or ecotourism land uses.

4.3.2. Developments or activities within the Low Impact Zone are, in accordance with **Appendix '1' and '2'**, limited to:

(a) Use by motorized vehicles for either management or recreational purposes;
(b) General maintenance of road infrastructure including small-scale gabion, culvert and berm construction to direct water flow and prevent soil loss;
(c) Selective utilization of rock and soil required to maintain roads and prevent erosion; and
(d) Any activity that is allowed in the Conservation Zone.

4.4. RESTRICTION OF DEVELOPMENT AND OTHER ACTIVITIES IN THE HIGH IMPACT ZONE

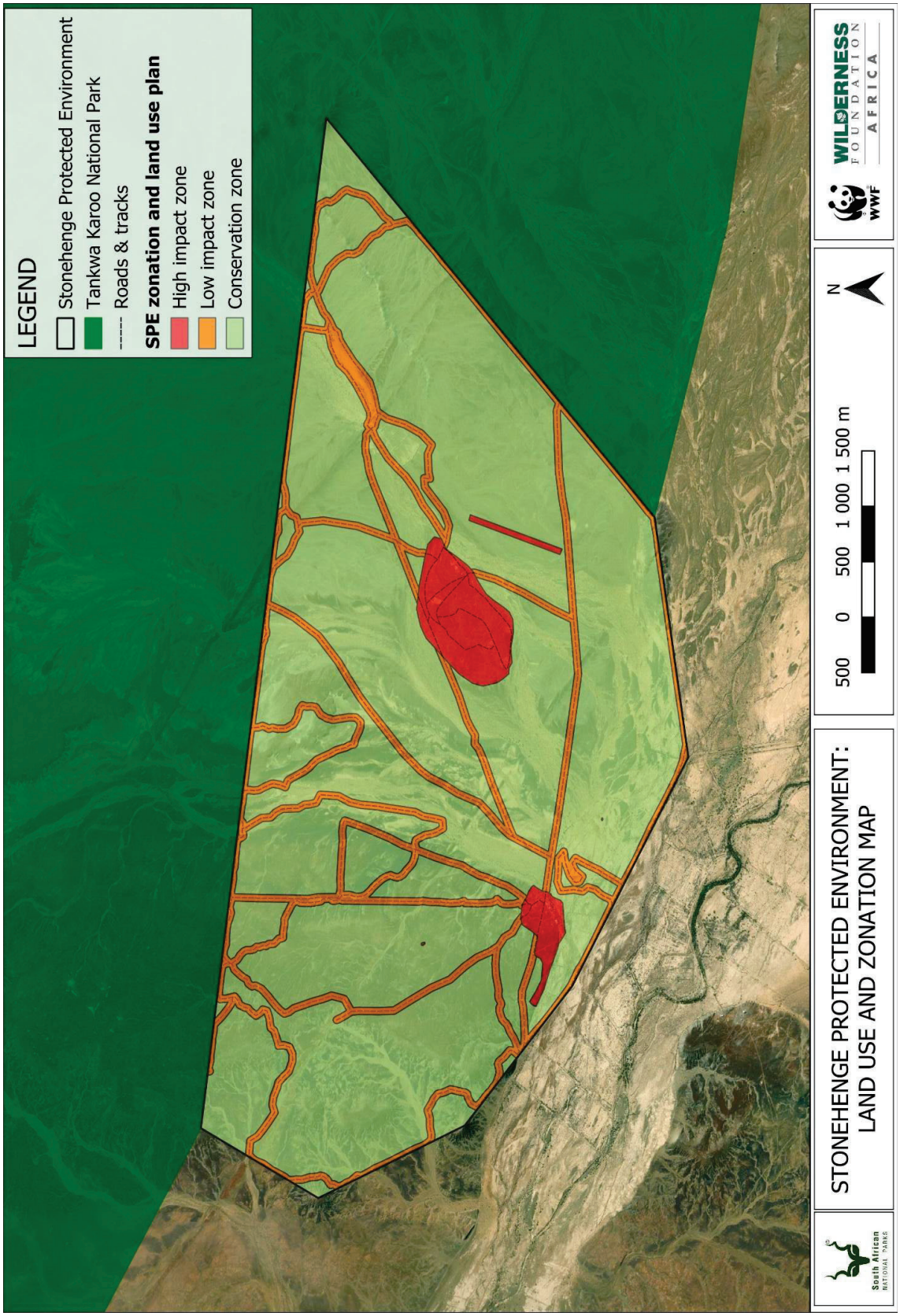
4.4.1. Insofar as development and other activities in the High Impact Zone are restricted, activities or developments conducted therein must be undertaken in line with the management plan and may not result in a transition away from agricultural and/or ecotourism land uses.

4.4.2. Developments or activities within the High Impact Zone are, in accordance with **Appendix '1' and '2'**, limited to:

(a) Development and maintenance activities essential to meet the management objectives of the SPE;
(b) Staff, private and self-catering tourism accommodation units;
(c) Sustainable tourism activities that do not compromise or impact on the SPE's biodiversity and ecological functioning;

(d) Small-scale construction and development activities; and
(e) Any activity that is allowed in the Conservation Zone.

Appendix 1: Stonehenge PE Zonation Plan (Map) extracted from the SPE MP.



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Appendix 2: Stonehenge PE Zonation Plan (Table) extracted from the SPE MP.

Zone	ZONE DESCRIPTION	MANAGEMENT OBJECTIVES	ALLOWED ACTIVITIES
CONSERVATION	The Conservation Zone covers the largest extent of the property with the main goal of maintaining the area in as near natural state as possible with controlled visitor interaction and management interventions.	a) Maintain area in as near natural state as possible, with limited interference of, and impact on, biological and ecological patterns and processes. b) Limit management activities, unless crucial for the functioning of ecological processes, or threats due to unnatural causes. c) Areas showing signs of degradation to be rehabilitated using low impact interventions. d) Limit the impact of external and neighbouring land use activities. e) Manage visitor access and impact thereof.	**1) The following activities are allowed in the Conservation Zone:** a) Low intensity grazing by indigenous game species in line with the *'Tankwa Karoo to Cederberg Wilderness Corridor Ecological Management Guidelines 2021'* (Wilderness Foundation Africa, 2021) document; b) Rehabilitation of previously degraded areas (landscape degradation & invasive alien plant clearing); c) Development and maintenance of small scale, non-invasive infrastructures including water points for game and hiking trails; and d) Controlled non-motorized access by visitors on designated paths (e.g. hiking and mountain biking). **2) No person may:** a) Plough or transform virgin land without the required authorisation and prior consultation; b) Develop large-scale infrastructure without the required authorisation and prior consultation; and c) Undertake any activity that is not in line with the management philosophy and objectives of the Stonehenge Protected Environment (SPE). Activities implemented in this zone should be conservation, agriculture and/or ecotourism orientated.
HIGH IMPACT	The High Impact Zone or *'High Intensity Leisure Zone'* includes most of the infrastructure required for the administration, maintenance and overall management of the SPE. Infrastructure for staff and sustainable tourism use is accommodated in this zone. Degraded / transformed areas that allow for the development of new	a) Provision of infrastructure essential for the management and sustainable use of the SPE. b) To provide an allocated space for possible future developments and tourism activities. c) Maintain as much of the natural characteristics of the surrounding property as possible.	**1) The following activities are allowed in the High impact zone, if compliant with the relevant legal requirements and authorizations:** a) Development and maintenance activities essential to meet the management objectives of the SPE; b) Staff, private and self-catering tourism accommodation units; c) Sustainable tourism activities that do not compromise or impact on the SPE's biodiversity and ecological functioning; d) Small-scale construction and development activities; and e) Any activity that is allowed in the Conservation Zone.

	infrastructure without affecting sensitive environments. Future infrastructure development.	d) Keep impact of development on ecological processes to the minimum.	**2) No person may undertake any activity that is not in line with the management philosophy and objectives of the TPE. Activities implemented in this zone should be agriculture, conservation and/or ecotourism orientated.**
LOW IMPACT	The Low Impact zone or '*Low Intensity Leisure Zone*' includes all the mapped roads across the SPE to be utilized for tourism and leisure purposes. These are the routes used for general access throughout the property as well as for any future motorized recreational- and ecotourism activities. This zone includes a buffer of 40 meters on either side of the roads, to manage impact of activities on the adjacent Conservation Zone.	a) To manage access on the property and the impact thereof. b) To manage the impact of infrastructure and usage activities on surrounding natural areas i.e. water run-off, soil erosion, trampling, off-road driving etc. c) To serve as buffer between low impact activities and the Conservation Zone.	**1) The following activities are allowed in the Low Impact zone, if compliant with the relevant legal requirements and authorizations:** a) Use by motorized vehicles for either management or recreational purposes; b) General maintenance of road infrastructure including small-scale gabion, culvert and berm construction to direct water flow and prevent soil loss; c) Selective utilization of rock and soil required to maintain roads and prevent erosion; and d) Any activity that is allowed in the Conservation Zone. **2) No person may undertake any activity that is not in line with the management philosophy and objectives of the SPE. Activities implemented in this zone should be agriculture, conservation and/or ecotourism orientated.**

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DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

NO. 8007 **16 October 2026**

NATIONAL ENVIRONMENTAL MANAGEMENT: PROTECTED AREAS ACT, 2003 (ACT NO. 57 OF 2003)

CONSULTATION ON THE INTENTION TO DECLARE CERTAIN PRIVATELY OWNED AREAS AS TANKWA PROTECTED ENVIRONMENT; ASSIGN THE MANAGEMENT OF THE PROPOSED PROTECTED ENVIRONMENT TO THE BRAKFONTEIN TRUST; AND RESTRICT OR REGULATE DEVELOPMENT AND OTHER ACTIVITIES IN THE TANKWA PROTECTED ENVIRONMENT IN TERMS OF THE NATIONAL ENVIRONMENTAL MANAGEMENT: PROTECTED AREAS ACT, 2003 (ACT NO. 57 OF 2003)

I, David Maynier, Minister of Forestry, Fisheries and the Environment, hereby, in terms of sections 28(1)(a)(i) and (b), read with sections 31 and 33 of the National Environmental Management: Protected Areas Act, 2003 (Act No. 57 of 2003) (the Act), give notice of my intention to—

(a) declare privately owned areas situated in the Northern Cape Province as the Tankwa Protected Environment, as set out in the Schedule hereto;
(b) assign the management of the Tankwa Protected Environment to the Brakfontein Trust in terms of section 38(1)(b) of the Act; and
(c) restrict or regulate, in the Tankwa Protected Environment, development that may be inappropriate for the area, given the purpose for which the area was declared and the carrying out of other activities that may impede such purpose under section 51 of the Act.

Members of the public are hereby invited to submit, **within sixty (60) days** from the date of publication of this Notice in the Government *Gazette*, or in the newspaper, whichever date is the last date, written representations or objections to the following addresses:

By post to: The Director-General
Department of Forestry, Fisheries and the Environment
Attention: Mr. Sydney Nkosi
Private Bag X447
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By hand to: Environment House , 473 Steve Biko Road, Arcadia, Pretoria, 0083

By mail to: smampe@dffe.gov.za

Any enquiries in connection with the notice can be directed to Ms Sibongile Mampe on 012 399 9557, or by email: smampe@dffe.gov.za.

Comments received after the closing date may not be considered.



DAVID MAYNIER
MINISTER OF FORESTRY, FISHERIES AND THE ENVIRONMENT

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SCHEDULE

1. THE FOLLOWING PRIVATELY OWNED AREAS SITUATED IN THE CALVINIA REGISTRATION DIVISION, NORTHERN CAPE PROVINCE CONSTITUTE THE TANKWA PROTECTED ENVIRONMENT

Tittle No	Description of Properties: farm, portion	Ownership	Disctrict	Extent (ha)
T3439/1998	The lettered area A B C Q2 P2 P excluding the figures Q B R S T U V W X Y and Z A1 B1 C1 measuring in extent 4710.8 hectares on SG Diagram No. 267/2021 annexed hereto at Appendix '1', and relating to the immovable property described as: Remainder of the Farm Elandsvlei No. 1116, Registration Division Calvinia, Northern Cape Province, measuring in extent 5660.6966 hectares	The Brakfontein Trust	Calvinia	4710.8
T3439/1998	The lettered area Q2 C D E excluding the figure C1 B1 D1 E1 F1 G1 measuring in extent 666.2 hectares on SG Diagram No. 267/2021 annexed hereto at Appendix '1', and relating to the immovable property described as: Remainder of the Farm Witkop No. 1117, Registration Division Calvinia, Northern Cape Province, in extent 788.6411	The Brakfontein Trust	Calvinia	666.2
T3439/1998	The lettered area P2 Q2 E R2 S2 G H excluding the figures T S H1 J1 K1 L1 M1 N1 P1 and Q1 R1 S1 T1 U1 V1 W1 X1 Y1 measuring in extent 2309.8 hectares on SG Diagram No. 267/2021 annexed hereto at Appendix '1', and relating to the immovable property described as: The Farm Brakfontein Extension No. 1121, Registration Division Calvinia, Northern Cape Province, in extent 2415.7971 hectares	The Brakfontein Trust	Calvinia	2309.8
T3439/1998	The lettered area S2 R2 E F G excluding the figure N1 M1 Z1 A2 B2 C2 D2 E2 F2 G2 H2 measuring in extent 373.9 hectares on SG Diagram No. 267/2021 annexed hereto at Appendix '1', and relating to the immovable property described as: The Farm Brakkenfontein No. 1120, Registration Division Calvinia, Northern Cape Province, in extent 425.7578 hectares	The Brakfontein Trust	Calvinia	373.9
T3439/1998	Farm Os Vley No. 1122	The Brakfontein Trust	Calvinia	1335.9101

T3439/1998	Remainder of Farm Voetpad No.1113	The Trust Brakfontein	Calvinia	735.4166

2. ASSIGNMENT OF A MANAGEMENT AUTHORITY

2.1 The management of the Tankwa Protected Environment is assigned in terms of section 38(1)(b) of the Act to The Brakfontein Trust.

2.2 The management authority of the Tankwa Protected Environment is required to manage the protected environment in terms of section 40(1) of the Act.

3. PURPOSE OF DECLARATION OF TANKWA PROTECTED ENVIRONMENT

3.1 The purpose for which the Tankwa Protected Environment is declared, is to—

(a) serve as a buffer zone for the conservation and protection of the Tankwa-Karoo National Park;
(b) enable the owner of the land to take action to conserve biodiversity and to provide legal recognition for the Protected Environment; and
(c) protect the Tankwa-Karoo National Park by restricting development and activities within the Tankwa Protected Environment.

4. RESTRICTION OF DEVELOPMENT AND OTHER ACTIVITIES IN THE TANKWA PROTECTED ENVIRONMENT

4.1. APPLICATION

4.1.1 Development and other activities in the Tankwa Protected Environment that may be inappropriate for the area and may impede the purpose for which this protected environment was declared, are restricted according to–

(a) The Zonation Map set out in **Appendix '2'** and depicted in the management plan which can be accessed at (https://wildernessfoundation.co.za/spaces/);
(b) The Zonation Table set out in **Appendix '3'** and depicted in the management plan which can be accessed at (https://wildernessfoundation.co.za/spaces/); and
(c) The '*Tankwa Karoo to Cederberg Wilderness Corridor Ecological Management Guidelines 2021*' (Wilderness Foundation Africa, 2021) document, which can be accessed at (https://wildernessfoundation.co.za/spaces/).

4.2. RESTRICTION OF DEVELOPMENT AND OTHER ACTIVITIES IN THE CONSERVATION ZONE

4.2.1 Insofar as development and other activities in the Conservation Zone are restricted, activities or developments conducted therein must be undertaken in line with the management plan and may not result in a transition away from conservation, agricultural and/or ecotourism land uses.

4.2.2. Development or activities within the Conservation Zone, in accordance with **Appendix '2' and '3'**, are limited to:

(a) Grazing by livestock and game at recommended stocking rates as set out in section 6.2.5 of the TPE Strategic Management Plan and '*TKCWC Ecological Guidelines 2021*' document provided;
(b) Ecotourism activities and hunting of game for management purposes; and

(c) Development of small-scale infrastructure necessary for the management and sustainable utilisation of the TPE such as access roads, fences, boreholes, pipelines and associated infrastructure.

4.3. RESTRICTION OF DEVELOPMENT AND OTHER ACTIVITIES IN THE HIGH IMPACT ZONE

4.3.1. Insofar as development and other activities in the High Impact Zone are restricted, activities or developments conducted therein must be undertaken in line with the management plan and may not result in a transition away from agricultural and/or ecotourism land uses.

4.3.2. Developments or activities within the High Impact Zone, in accordance with **Appendix '2' and '3'**, are limited to:

(a) High impact agricultural activities such as irrigation and ploughing of land;
(b) Development of largescale infrastructure including staff housing, administrative buildings, storage facilities, intensive feeding lots/kraals, main roads, dams and tourism accommodation facilities; and
(c) Any activity which is allowed in the Conservation zone.

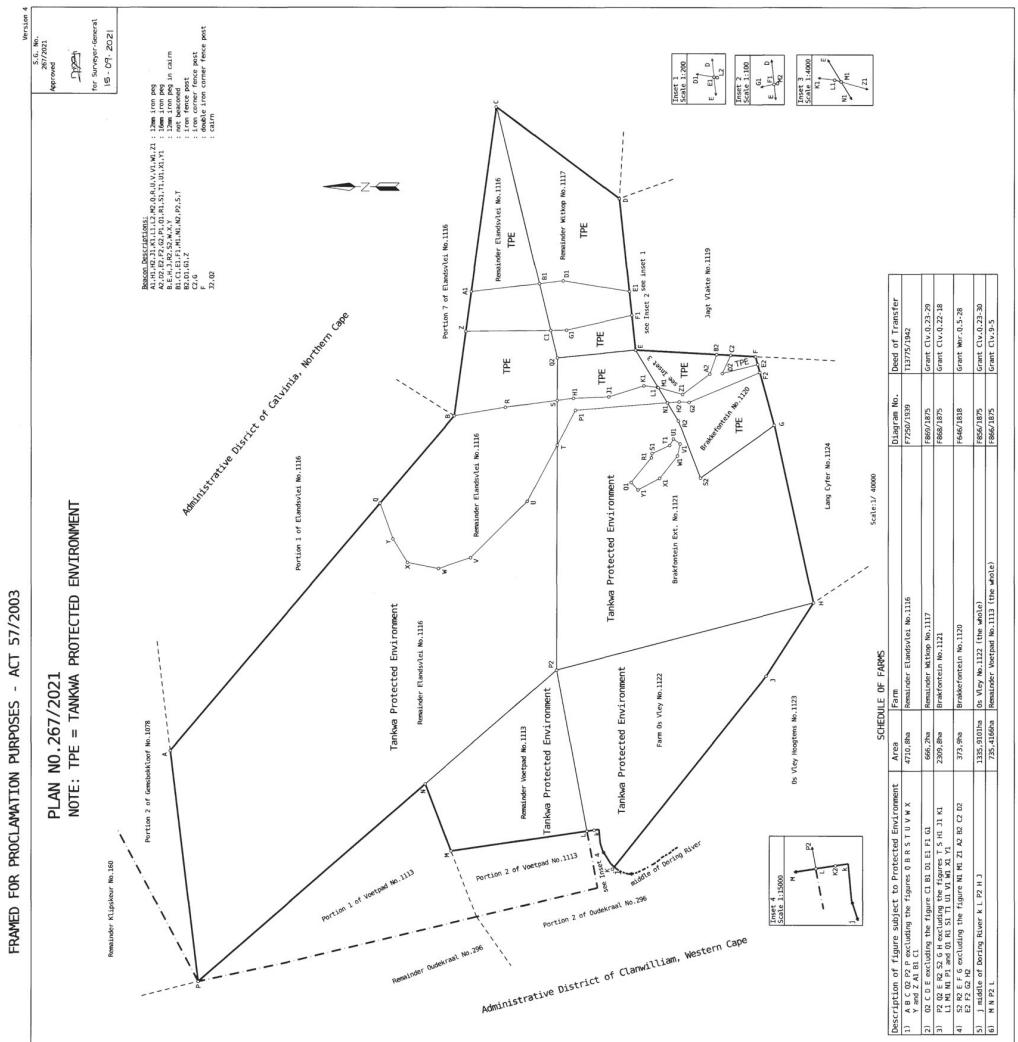
4.4. RESTRICTION OF DEVELOPMENT AND OTHER ACTIVITIES IN THE HERITAGE FEATURES ZONE

4.4.1. Insofar as development and other activities in the Heritage Features Zone are restricted, activities or developments conducted therein must be undertaken in line with the management plan and may not result in a transition away from agricultural and/or ecotourism land uses.

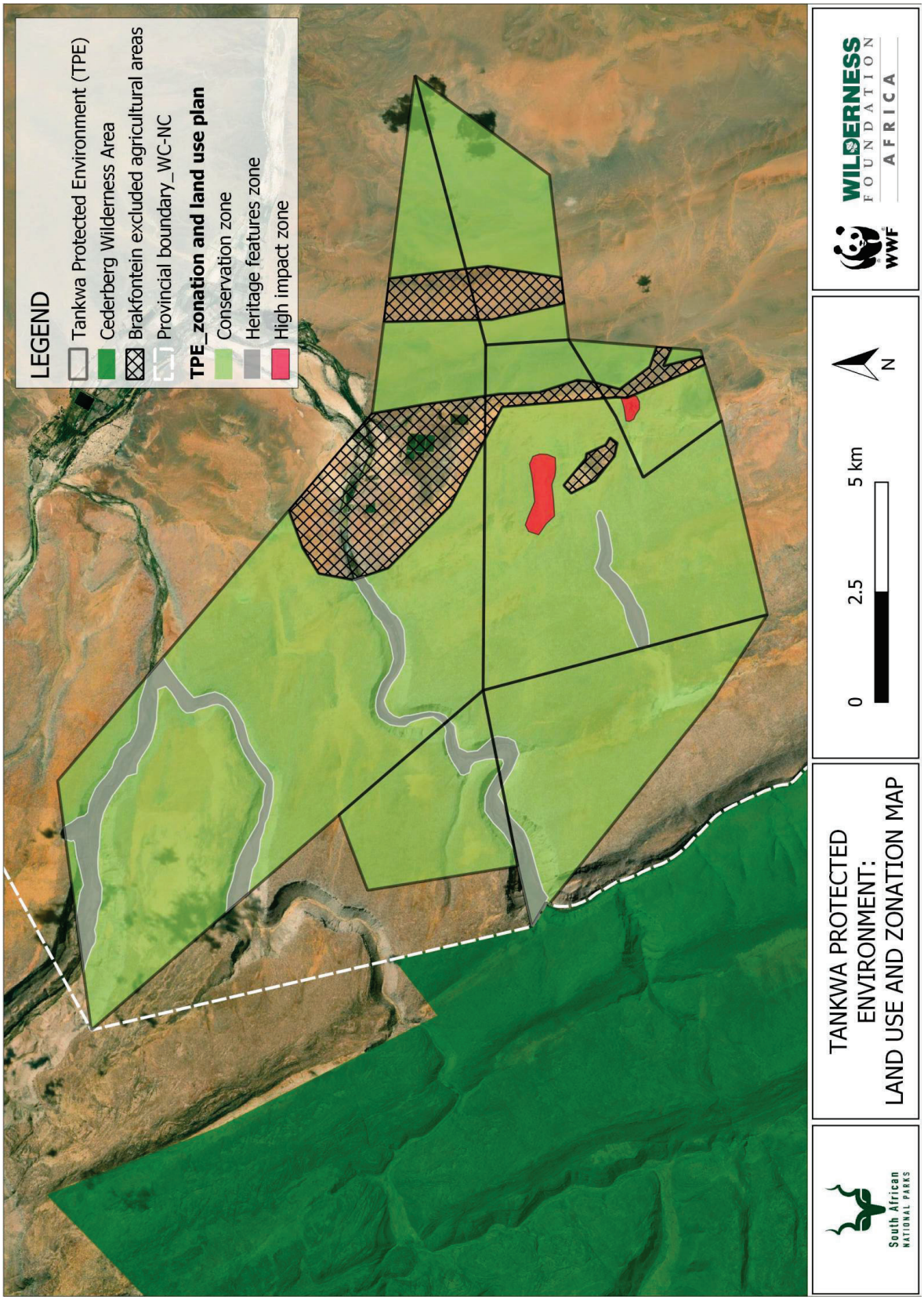
4.4.2. Developments or activities within the Heritage Features Zone, in accordance with **Appendix '2' and '3'**, are limited to:

(a) Research;
(b) Controlled visitor access; and
(c) Grazing by livestock and game at recommended stocking rates as set out in section 6.2.5 of the TPE Strategic Management Plan and '*Tankwa Karoo to Cederberg Wilderness Corridor Ecological Management Guidelines 2021*' (Wilderness Foundation Africa, 2021) document provided.

Appendix 1: SG Diagram 267/2021



Appendix 2: Tankwa PE Zonation Plan (Map) extracted from the TPE MP.



Appendix 3: Tankwa PE Zonation Plan (Table) extracted from the TPE MP.

USE ZONE	ZONE DESCRIPTION	MANAGEMENT OBJECTIVES	ALLOWED ACTIVITIES
CONSERVATION ZONE	This zone predominantly covers the rangelands on the property. The main goal is to maintain the area in as near natural state as possible with controlled visitor interaction and management interventions. Commercial livestock grazing is implemented on a seasonal basis using the recommended stocking rates as set out in section 6.2.5 of the TPE Strategic Management Plan and '*TKCWC Ecological Guidelines 2021'* document provided. Basic agricultural infrastructure is also located within this zone including water troughs, fences and roads.	a) Maintain area in as near natural state as possible, with limited interference of, and impact on, biological and ecological patterns and processes. b) To provide and maintain natural forage for commercial grazing purposes, implemented at recommended stocking rates (*TKCWC Ecological Guidelines, 2021*). c) Water provision for livestock purposes. c) General maintenance of management infrastructure. d) Ensure ecosystem integrity and functionality. e) Rehabilitation of degraded sites to counter the effects of erosion and alien and invasive species.	**1) The following activities are allowed in the Conservation zone:** a) Grazing by livestock and game at recommended stocking rates as set out in section 6.2.5 of the TPE Strategic Management Plan and '*TKCWC Ecological Guidelines 2021*' document provided; b) Ecotourism activities and hunting of game for management purposes; and c) Development of small-scale infrastructure necessary for the management and sustainable utilisation of the TPE such as access roads, fences, boreholes, pipelines and associated infrastructure. **2) No person may:** a) Plough or transform virgin land without the required authorisation and prior consultation; b) Develop large-scale infrastructure; and a) Undertake any activity which is not in line with the management philosophy and objectives of the TPE. Activities implemented in this zone should be agriculture, conservation and/or ecotourism orientated.
HIGH IMPACT ZONE	The High impact zone includes infrastructure associated with the administration, maintenance, management, tourism and other Management Authority related purposes of the TPE. Future high impact infrastructure development will be located within this zone.	a) Provision and maintenance of infrastructure necessary for the management and sustainable utilisation of the TPE. b) Provision of space for potential future high impact developments.	**1) The following activities are allowed in the High impact zone, if compliant with the relevant legal requirements and authorizations:** a) High impact agricultural activities such as irrigation and ploughing of land; b) Development of largescale infrastructure including staff housing, administrative buildings, storage facilities, intensive feeding lots/kraals, main roads, dams and tourism accommodation facilities; and c) Any activity which is allowed in the Conservation zone. **2) No person may undertake any activity that is not in line with the management philosophy and objectives of the TPE. Activities implemented in this zone should be agriculture, conservation and/or ecotourism orientated.**

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HERITAGE FEATURES ZONE	Areas which contain, or are likely to contain, Middle Stone Age San and other cultural heritage artifacts and features.	a.) Protection of areas which contain cultural heritage features.	**1) The following activities are allowed in the Heritage features zone:** a) Research; b) Controlled visitor access; and c) Grazing by livestock and game at recommended stocking rates as set out in section 6.2.5 of the TPE Strategic Management Plan and *'TKCWC Ecological Guidelines 2021'* document provided. **2) No heritage features and/or artifacts may be removed, damaged, destroyed or contaminated in any way.**

DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

NO. 8008 **16 October 2026**

NATIONAL ENVIRONMENTAL MANAGEMENT: PROTECTED AREAS ACT, 2003 (ACT NO. 57 OF 2003)

CONSULTATION ON THE INTENTION TO DECLARE A CERTAIN PRIVATELY OWNED AREA AS CEDAR ROCK VOETPAD PROTECTED ENVIRONMENT; ASSIGN THE MANAGEMENT OF THE PROPOSED PROTECTED ENVIRONMENT TO THE ZUURFONTEIN RESERVE TRUST; AND RESTRICT OR REGULATE DEVELOPMENT AND OTHER ACTIVITIES IN THE CEDAR ROCK VOETPAD PROTECTED ENVIRONMENT IN TERMS OF THE NATIONAL ENVIRONMENTAL MANAGEMENT: PROTECTED AREAS ACT, 2003 (ACT NO. 57 OF 2003)

I, David Maynier, Minister of Forestry, Fisheries and the Environment, hereby, in terms of sections 28(1)(a)(i) and (b), read with sections 31 and 33 of the National Environmental Management: Protected Areas Act, 2003 (Act No. 57 of 2003) (the Act), give notice of my intention to—

(a) declare a certain privately owned area situated in the Northern Cape Province as the Cedar Rock Voetpad Protected Environment, as set out in the Schedule hereto;
(b) assign the management of the Cedar Rock Voetpad Protected Environment to the Zuurfontein Reserve Trust in terms of section 38(1)(b) of the Act; and
(c) restrict or regulate, in the Cedar Rock Voetpad Protected Environment, development that may be inappropriate for the area, given the purpose for which the area was declared and the carrying out of other activities that may impede such purpose under section 51 of the Act.

Members of the public are hereby invited to submit, **within sixty (60) days** from the date of publication of this Notice in the Government *Gazette*, or in the newspaper, whichever date is the last date, written representations or objections to the following addresses:

By post to: The Director-General
Department of Forestry, Fisheries and the Environment
Attention: Mr. Sydney Nkosi
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By hand to: Environment House , 473 Steve Biko Road, Arcadia, Pretoria, 0083

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Any enquiries in connection with the notice can be directed to Ms Sibongile Mampe on 012 399 9557, or by email: smampe@dffe.gov.za.

Comments received after the closing date may not be considered.



DAVID MAYNIER
MINISTER OF FORESTRY, FISHERIES AND THE ENVIRONMENT

SCHEDULE

1. THE FOLLOWING PRIVATELY OWNED AREA SITUATED IN THE CALVINIA REGISTRATION DIVISION, NORTHERN CAPE PROVINCE, CONSTITUTE THE CEDAR ROCK VOETPAD PROTECTED ENVIRONMENT

1.1

Title Deed No.	Description of Property: farm, portion	Ownership	District	Extent (ha)
T30133/2003	Portion 2 of the Farm Voetpad No. 1113	Zuurfontein Reserve Trust	Calvinia	362.4193

2. ASSIGNMENT OF A MANAGEMENT AUTHORITY

2.1 The management of the Cedar Rock Voetpad Protected Environment is assigned in terms of section 38(1)(b) of the Act to the Zuurfontein Reserve Trust.

2.2 The management authority of the Cedar Rock Voetpad Protected Environment is required to manage the protected environment in terms of section 40(1) of the Act.

3. PURPOSE OF DECLARATION OF CEDAR ROCK VOETPAD PROTECTED ENVIRONMENT

3.1 The purpose for which the Cedar Rock Voetpad Protected Environment is declared, is to—

(a) serve as a buffer zone for the conservation and protection of the Tankwa-Karoo National Park;
(b) enable the owner of the land to take action to conserve biodiversity and to provide legal recognition for the Protected Environment; and
(c) protect the Tankwa-Karoo National Park by restricting development and activities within the Cedar Rock Voetpad Protected Environment.

4. RESTRICTION OF DEVELOPMENT AND OTHER ACTIVITIES IN THE CEDAR ROCK VOETPAD PROTECTED ENVIRONMENT

4.1. APPLICATION

4.1.1 Development and other activities in the Cedar Rock Voetpad Protected Environment that may be inappropriate for the area and may impede the purpose for which this protected environment was declared, are restricted according to–

(a) The Zonation Map set out in **Appendix '1'** and depicted in the management plan which can be accessed at (https://wildernessfoundation.co.za/spaces/);
(b) The Zonation Table set out in **Appendix '2'** and depicted in the management plan which can be accessed at (https://wildernessfoundation.co.za/spaces/); and
(c) The '*Tankwa Karoo to Cederberg Wilderness Corridor Ecological Management Guidelines 2021*' (Wilderness Foundation Africa, 2021) document, which can be accessed at (https://wildernessfoundation.co.za/spaces/).

4.2. RESTRICTION OF DEVELOPMENT AND OTHER ACTIVITIES IN THE CONSERVATION ZONE

4.2.1 Insofar as development and other activities in the Conservation Zone are restricted, activities or developments conducted therein must be undertaken in line with the management plan and may not result in a transition away from conservation, agricultural and/or ecotourism land uses.

4.2.2 Development or activities within the Conservation Zone are, in accordance with **Appendix '1' and '2'**, limited to:

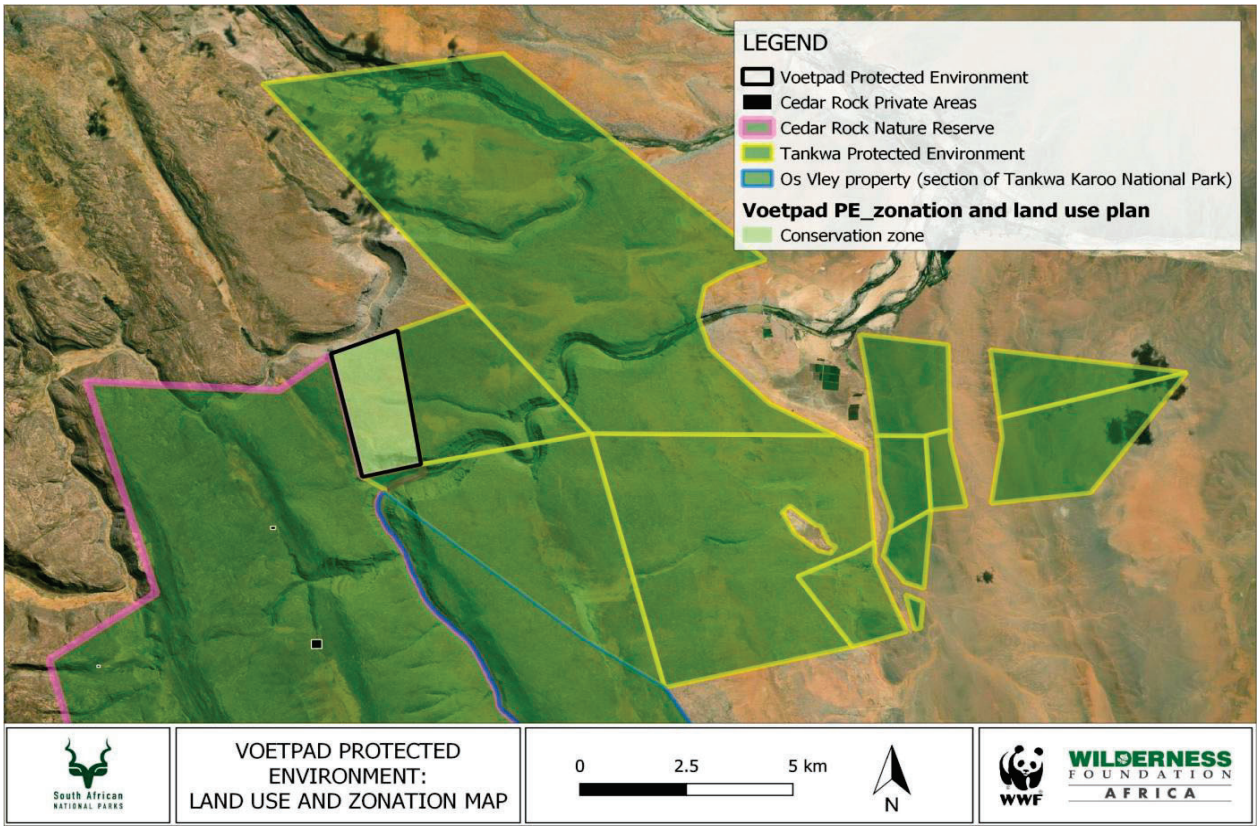
(a) Visitor access:
- i. Guided or unguided nature observation;
- ii. Primarily intended for hiking or walking access;
- iii. Only allows for 4x4 routes; and
- iv. Only allows for non-hiking accommodation node if specifically considered and noted.

(b) Visitor Management:
- i. Restrict numbers of visitors and allow for no-use rest periods if required;
- ii. All facilities to be small, basic, self-catering and distributed to avoid contact between users;
- iii. There should be limited if any interaction between groups;
- iv. Since visitor use usually cannot be intensively managed, re-route trails away from any areas with sensitive local habitats or plant and animal species;
- v. Trail layout, design and construction must reduce maintenance requirements; and
- vi. Visible & audible human impacts from adjacent zones should be mitigated.

(c) Conservation Management:
- i. Manage ecological fires;
- ii. Prevent or restore visible trampling or any other visitor impact; and
- iii. Rehabilitate non-useful roads to natural vegetation.

(d) Consumptive Use:
- i. Sustainable use can be appropriate under controlled circumstances subject to a formal assessment and application in accordance with SANParks policies where applicable.

Appendix 1: Cedar Rock Voetpad PE Zonation Plan (Map) extracted from the CRVPE MP.



ZONE	ZONE DESCRIPTION	MANAGEMENT OBJECTIVES	ALLOWED ACTIVITIES
CONSERVATION ZONE	Intrinsically wild appearance and character. Areas where users will seldom encounter other human groups or presence. Any visible human impact or infrastructure inside the zone is unobtrusive. Human activities outside zone may be audible or visible in places. Include extensive areas of sensitive or threatened habitats & species in this low use zone when sites do not meet the criteria for wilderness. *Infrastructure*: Deviation from the natural and/or pristine state to be minimised. No visible infrastructure in Wilderness view sheds. May provide isolated, small, unobtrusive accommodation facilities for up to 16 guests on restricted footprints, particularly for overnight hiking trails. May have defined or beaconed hiking routes, management access roads, tracks, and firebreaks. Roads for visitors use may only be existing roads or new routes that also allow access for essential management needs. All roads, tracks or trails located and constructed to reduce maintenance, visibility, and erosion.	a) To limit visitor use, numbers, and infrastructure to minimise impact in sensitive environments. b) To reduce need for management of users and visitor impacts.Manage to conserve natural and cultural resources, ecological processes, and wild appearance & character. c) Allows for minimal or more intensive biodiversity management intervention. d) Users: To provide an experience of solitude in natural landscapes with little nearby evidence of human presence. e) Habitats with lower or higher management requirements. (May be natural burning zones.)	**1) The following activities are allowed in the Conservation zone:** *Visitor access:* a) Guided or unguided nature observation; b) Primarily intended for hiking or walking access; c) Only allows for 4x4 routes; and d) Only allows for non-hiking accommodation node if specifically considered and noted. *Visitor Management:* *a)* Restrict numbers of visitors and allow for no-use rest periods if required; *b)* All facilities to be small, basic, self-catering and distributed to avoid contact between users; *c)* There should be limited if any interaction between groups; *d)* Since visitor use usually cannot be intensively managed, re-route trails away from any areas with sensitive local habitats or plant and animal species; *e)* Trail layout, design and construction must reduce maintenance requirements; and *f)* Visible & audible human impacts from adjacent zones should be mitigated. *Conservation Management:* a) Manage ecological fires; b) Prevent or restore visible trampling or any other visitor impact; and c) Rehabilitate non-useful roads to natural vegetation. *Consumptive Use:* a) Sustainable use can be appropriate under controlled circumstances subject to a formal assessment and application in accordance with SANParks policies where applicable.

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			2) No person may: Undertake any activity which is not in line with the management philosophy and objectives of the Voetpad Protected Environment. Activities implemented in this zone should be conservation and/or eco tourism orientated.

Appendix 2: Cedar Rock Voetpad PE Zonation Plan (Table) extracted from the CRVPE MP.

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DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

NO. 8009 **16 October 2026**

NATIONAL ENVIRONMENTAL MANAGEMENT: INTEGRATED COASTAL MANAGEMENT ACT, 2008 (ACT NO. 24 OF 2008)

ADOPTION OF THE NATIONAL COASTAL MANAGEMENT PROGRAMME 2026-2031

I, David Maynier, the Minister of Forestry, Fisheries and the Environment, hereby notify the public of the adoption of the National Coastal Management Programme (NCMP) in terms of section 44(3) read with section 44(1) of the National Environmental Management: Integrated Coastal Management Act, 2008 (Act No. 24 of 2008) (ICM Act).

The NCMP is a statutory policy instrument required by section 44 of the ICM Act. The primary purpose of the NCMP is to provide an integrated, co-ordinated and uniform approach to coastal management in the Republic by organs of state in all spheres of government, non-governmental organisations, the private sector and local communities. It is one important integration tool provided by the ICM Act and represents the national government's commitment to a suite of priorities, management objectives and actions with tangible outcomes contributing to the steady achievement of the national vision for coastal management.

Some of the revisions to the NCMP include—

- update of the Implementation Plan: 2026-2031;
- streamlining of priorities and actions for coastal management in South Africa;
- the inclusion of State of the Coast Indicators for future reporting;
- enhanced guidance to coastal provinces and municipalities for alignment and consistency between the municipal, provincial and national programmes;
- regulatory framework chapter;
- national coastal investment framework; and
- capacity building and conflict resolution.

Ms Makwarela Mnwana may be contacted for any enquiries via email: nccsecretariat@dffe.gov.za or telephone: 072 034 6698.

A copy of the NCMP and a summary of the NCMP can be downloaded from the Department of Forestry, Fisheries and the Environment's website:**www.dffe.gov.za/legislation/gazetted_notices** or can be obtained electronically upon request by email to **mmnwana@dffe.gov.za** Copies of the NCMP and its summary will also be available for public reading at the listed libraries below after 60 days from the date of this gazette notice.

PROVINCE & REGION	NAME OF LIBRARY	ADDRESS
Western Cape Province: West Coast District Municipality	Moorreesburg Library	Main Street, Moorreesburg, 7310 Piketberg Rd, Moorreesburg, 7310
Western Cape Province: City of Cape Town Metropolitan Municipality	Central Public Library	Drill Hall, Parade Street, Cape Town, 8000
Western Cape Province: Garden Route District Municipality	George Library	Caledon Street, Camphersdrift, George, 6530
Western Cape Province: Overberg District Municipality	Bredasdorp Public Library	Church Street Bredasdorp, 7280
Kwa-Zulu Natal Province: EThekwini Metropolitan Library	EThekwini Municipal Library	99 Umgeni Road, Durban
Kwa-Zulu Natal Province: UGu District Municipality	Port Shepstone Library	10 Connor Street, Civic Centre, Port Shepstone South Coast
Kwa-Zulu Natal Province: iLembe District Municipality	KwaDukuza Library Salt Rock area	Corner of Gizenga Street & Balcomb Street Kwadukuza North Coast
Kwa-Zulu Natal Province: UThungulu District Municipality	Richards Bay Library	Kruger Rand Cbd, Richards Bay
Kwa-Zulu Natal Province: UMkhanyakude District Municipality	Mtubatuba Library	105 St Lucia Road, Mtubatuba
Eastern Cape Province: Nelson Mandela Metropolitan Municipality	Newton Park Library	Corner Hurd and False Avenue, Newton Park
Eastern Cape Province: Alfred Nzo District Municipality	Mbizana Public Library	Hospital Road; ERF 108, Multi-Purpose Centre
Eastern Cape Province: OR Tambo District Municipality	Mthatha Reference Library	Corner York Road and Victoria Street, Mthatha
Eastern Cape Province: Buffalo City Metropolitan Municipality	East London Central Library	Central Library, Gladstone Street, East London
Northern Cape Province: Namakwa District Municipality	Springbok Public Library	Namakwa Street, Springbok
Northern Cape Province: Alexanderbaai	Alexcor vir Alexanderbaai biblioteek	Oranje Street, Alexanderbaai

DAVID MAYNIER
MINISTER OF FORESTRY, FISHERIES AND THE ENVIRONMENT

DEPARTMENT OF HEALTH

NO. 8010 **16 October 2026**

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

REGULATIONS RELATING TO THE QUALIFICATIONS FOR REGISTRATION OF DENTAL ASSISTANTS: AMENDMENT

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

MS ST NDABENI, MP
ACTING MINISTER OF HEALTH
DATE: 19/09/2026

SCHEDULE

Definitions

1. In these regulations and any word or expression to which a meaning has been assigned in the regulations shall have that meaning, unless the context otherwise indicates :–

"**the regulations**" means the regulations relating to the qualifications for registration of dental assistants as published under Government Notice R338 in *Government Gazette* 27464 of 15 April 2005 as amended by Government Notices R580 in Government Gazette No 31084 of 30 May 2008, R120 in Government Gazette No. 35045 of 14 February 2012, and R332 in Government Gazette No. 40772 of 07 April 2017, and R1838 in Government Gazette No 46000 of 04 March 2022.

Amendment of regulation 2 of the regulations

2. Regulation 2 of the regulations is hereby amended by the substitution for sub regulation (2) of the following sub regulation:-

"(2) Notwithstanding anything contrary contained in these regulations, any person who worked as a dental assistant, prior to the date of publication of this amendment, may apply to the Board for registration as a dental assistant, and the Board may exempt such person from the requirements of sub-regulation (1)."

Short title

3. These Regulations are called the Regulations relating to the Qualifications for Registration of Dental Assistants: Amendment, 2026

DEPARTMENT OF HEALTH

NO. 8011 **16 October 2026**

MEDICINES AND RELATED SUBSTANCES ACT, 1965 (ACT NO. 101 OF 1965)

GENERAL REGULATIONS MADE IN TERMS OF THE MEDICINES AND RELATED SUBSTANCES ACT, 1965 (ACT 101 OF 1965): AMENDMENT, 2026

The Acting Minister of Health has, in terms of section 35 of the Medicines and Related Substances Act, 1965 (Act No. 101 of 1965), and after consultation with the South African Health Products Regulatory Authority, made the regulations in the Schedule.

MS S.T NDABENI, MP
ACTING MINISTER OF HEALTH
DATE: 15/09/2026

SCHEDULE

Definitions

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

"the Act" means the Medicines and Related Substances Act, 1965 (Act 101 of 1965); and

"the Regulations" means the General Regulations as published under Government Notice 859 in *Government Gazette* 41064 of 25 August 2017.

Amendment of regulation 1

2. Regulation 1 is hereby amended —

(*a*) by the deletion of the definition of **"counterfeit medicine"**;

(*b*) by the insertion after the definition of "Site Master File" of the following definition:

"substandard medicine" means a medicine that fails to meet either its quality standards or specifications or both."

(*c*) by the insertion after the definition of "expiry date" of the following definition:

"falsified medicine" means a medicine for which the identity, composition or source is deliberately or fraudulently misrepresented".

Amendment of regulation 6

3. Regulation 6 is hereby amended —

(*a*) by the substitution in sub-regulation (1) of the following paragraph:

"(1) No person shall import any medicine or scheduled substance, including medicines imported in terms of section 15C of the Act, into the Republic except through one of the following ports of entry, in a manner as determined by the Authority:

(*a*) Cape Town International Airport or Cape Town harbour;

(*b*) Chief Dawid Stuurman International Airport, Port Elizabeth harbour or Ngqura harbour;

(*c*) King Shaka International Airport or Durban harbour; or

(*d*) O.R. Tambo International Airport."

(*b*) by the insertion after sub-regulation (1) of the following sub-regulation:

"(1A) Despite sub-regulation (1), a person may import any medicine or scheduled substance in a manner as determined by the Authority through:

(a) Beit Bridge border post (Zimbabwe border);

(b) Vioolsdrift border post (Namibia border);

(c) Kopfontein border post (Botswana border);

(d) Maseru Bridge border post (Lesotho border);

(e) Lebombo border post (Mozambique border);

(f) Oshoek border post (Eswatini border),."

Amendment of Regulation 51

4. Regulation 51 is hereby amended by the substitution in sub-regulation (1) for paragraph (b) of the following:

"(*b*) is suspected of being falsified."

Repeal of laws

5. The General Regulations made in terms of the Medicines and Related Substances Act, 1965 (Act No. 101 of 1965): Amendment, 2026 published in under Notice No. 7780 in Government *Gazette* No. 55152 of 07 August 2026 are hereby repealed.

Short title

6. These Regulations are called the General Regulations made in terms of the Medicines and Related Substances Act, 1965 (Act No. 101 of 1965): Amendment, 2026.

DEPARTEMENT VAN GESONDHEID

NO. 8011 **16 Oktober 2026**

WET OP MEDISYNE EN VERWANTE STOWWE, 1965 (WET NO. 101 VAN 1965)

ALGEMENE REGULASIES GEMAAK IN TERME VAN DIE WET OP MEDISYNE EN VERWANTE STOWWE, 1965 (WET 101 VAN 1965): WYSIGING, 2026

Die Waarnemend Minister van Gesondheid het kragtens artikel 35 van die Wet op Medisyne en Verwante Stowwe, 1965 (Wet No. 101 van 1965) en na oorlegpleging met die Suid-Afrikaanse Reguleringsowerheid vir Gesondheidsprodukte, die regulasies in die Bylae gemaak.

ME S.T NDABENI, LP
WAARNEMEND MINISTER VAN GESONDHEID
DATUM: 15/09/2026

BYLAE

Woordomskrywings

1. In die Regulasies druk enige woord of uitdrukking waaraan 'n betekenis toegeken is in die Wet die betekenis wat daaraan toegeken is uit, tensy die konteks anders aandui: -

"die Wet" beteken die Wet op Medisyne en Verwante Stowwe, 1965 (Wet No. 101 van 1965); en

"Regulasies" beteken die Algemene Regulasies soos gepubliseer onder Goewermentskennisgewing 859 in *Staatskoerant* 41064 van 25 Augustus 2017.

Wysigings van regulasie 1

2. Regulasie 1 word hierby gewysig—

(a) deur die omskrywing van "nagemaakte medisyne" te skrap;

(b) deur die volgende omskrywing na die omskrywing van "Perseel Meesterlêer" in te voeg:

"substandaard medisyne" medisyne wat versuim om óf sy gehalte standaarde óf spesifikasies of beide te haal."

(c) deur na die omskrywing van "vervaldatum" die volgende omskrywing in te voeg:

"Vervalste medisyne" medisyne waarvan die identiteit, samestelling of bron opsetlik of op 'n bedrieglike wyse wanvoorgestel word".

Wysigings van regulasie 6

3. Regulasie 6 word hierby gewysig—

(a) deur in subparagraaf (1) die volgende paragraaf te vervang:

"(1) Geen persoon sal enige medisyne of geskeduleerde stof in die Republiek invoer nie, met inbegrip van medisyne ingevoer kragtens artikel 15C van die Wet, behalwe deur een van die volgende inklaringshawes in 'n wyse soos bepaal deur die Owerheid:

(a) Kaapstad Internasionale Lughawe of Kaapstad hawe;

(b) Hoofman Dawid Stuurman Internasionale Lughawe, Port Elizabeth hawe of Ngqura hawe;

(c) Koning Shaka Internasionale Lughawe of Durban hawe; of

(d) O.R. Tambo Internasionale Lughawe."

(b) deur die volgende subregulasie na subregulasie (1) in te voeg:

"(1A) Ondanks subregulasie (1), mag 'n persoon enige medisyne of geskeduleerde stof invoer in 'n wyse soos bepaal deur die Owerheid deur:

(a) Beitbrug-grenspos (Zimbabwe grens);

(b) Vioolsdrift-grenspos (Namibia grens);

(c) Kopfontein-grenspos (Botswana grens);

(d) Maserubrug-grenspos (Lesotho grens);

(e) Lebombo-grenspos (Mosambiek grens);

(f) Oshoek-grenspos (Eswatini grens)."

Wysigings van regulasie 51

4. Regulasie 51 word hierby gewysig deur in subregulasie (1) paragraaf (b) met die volgende te vervang:

"*(b)* vermoed vervals te wees."

Herroeping van wetgewing

5. Die Algemene Regulasies gemaak ingevolge die Wet op Medisyne en Verwante Stowwe, 1965 (Wet No. 101 Van 1965): Wysiging, 2026 gepubliseer kragtens Kennisgewing No. 7780 in *Staatskoerant* No. 55152 van 07 Augustus 2026 word hierby herroep.

Kort titel

6. Hierdie Regulasies word die Algemene Regulasies gemaak in terme van die Wet op Medisyne en Verwante Stowwe, 1965 (Wet No. 101 van 1965): Wysiging, 2026 genoem.

TSEBIŠO YA MMUŠO

KGORO YA MAPHELO

MOLAO WA DIHLARE LE DILO TŠEO DI AMANAGO, WA 1965 (MOLAO WA NO. YA 101 WA 1965)

MELAWANA YA KAKARETŠO YEO E DIRILWEGO GO YA KA MOLAO WA DIHLARE LE DILO TŠEO DI AMANAGO, WA 1965 (MOLAO WA NO. YA 101 WA 1965): PHETOŠO, YA 2026

Tona ya Maphelo ya Sebaka, go ya ka karolo ya 35 ya Molao wa Dihlare le Dilo tše di Amanago, wa 1965 (Molao wa No. ya 101 wa 1965), ebile ka morago ga go rerišana le Bolaodi bja Taolo ya Ditšweletšwa tša Maphelo bja Afrika Borwa, o dirile melawana yeo e lego ka go Šetule.

MOHUMAGADI S.T NDABENI, LELOKO LA PALAMENTE
TONA YA MAPHELO YA SEBAKA
LETŠATŠIKGWEDI: 15/09/2026

ŠETULE

Ditlhalošo

1. Ka go Melawana ye, lentšu goba polelo efe goba efe ye e filwego tlhalošo ka go Molao e swanetše go šomiša tlhalošo yeo e filwego, ntle le ge diteng di laetša ka tsela ye nngwe: -

"Molao" e ra Molao wa Dihlare le Dilo tše di Amanago, wa 1965 (Molao wa No. ya 101 wa 1965); le

"Melawana" e ra Melawana ya Kakaretšo bjalo ka ge e gatišitšwe ka fase ga Tsebišo ya Mmušo ya No. ya 859 ka go Kuranta ya Mmušo ya No. ya 41064 ya di 25 Agosetose 2017.

Phetošo ya molawana wa 1

2. Molawana wa 1 o fetošwa —

(*a*) ke go phumolwa ga tlhalošo ya **"dihlare tše etšišitšwego"**;

(*b*) ke go tsenywa ga tlhalošo ye e latelago ka morago ga tlhalošo ya "Faele ya Molaodi wa Lefelo la Tšweletšo":

"maemo a fase a dihlare" e ra dihlare tšeo di palelwago ke go fihlelela maemo a boleng goba a tlhathollo ya tšona goba bobedi bja tše."

(*c*) ke go tsenywa ga tlhalošo ye e latelago ka morago ga tlhalošo ya "letšatšikgwedi la go felelwa ke nako":

"dihlare tša bofora" e ra dihlare tšeo boitšhupo, tlhamo goba mothopo wa tšona o fošitšwego ka boomo goba ka bofora".

Phetošo ya molawana wa 6

3. Molawana wa 6 o fetošwa —

(*a*) ke go tsenywa ga temana ye e latelago ka go molawana wa ka fase ga (1):

"(1) Ga go motho yo a tla tsenyago ditšwantle tša dihlare goba dihlare tše di laolwago ke mmušo, go akaretšwa dihlare tša ditšwantle tše di

tsentšwego ka go Repabliki go ya ka karolo ya 15C ya Molao, ntle le go šomiša e tee ya mafelo a go tsena ka nageng, ka tsela yeo e hlathilwego ke Bolaodi:

(*a*) Boemafofane bja Boditšhabatšhaba bja Cape Town goba boemakepe bja Cape Town;

(*b*) Boemafofane bja Boditšhabatšhaba bja Chief Dawid Stuurman, boemakepe bja Port Elizabeth goba boemakepe bja Ngqura;

(*c*) Boemafofane bja Boditšhabatšhaba bja King Shaka goba boemakepe bja Durban; goba

(*d*) Boemafofane bja Boditšhabatšhaba bja O.R. Tambo."

(*b*) ke go tsenywa ga molawana wo o latelago ka morago ga molawana wa ka fase ga (1):

"(1A) Go sa šetšwe molawana wa ka fase ga (1), motho a ka tsenya ditšwantle tša dihlare goba dihlare tše di laolwago ke mmušo dife goba dife ka tsela yeo e hlathilwego ke bolaodi ka go šomiša:

(a) Mollwane wa Beit Bridge (mollwane wa Zimbabwe);

(b) Mollwane wa Vioolsdrift (mollwane wa Namibia);

(c) Mollwane wa Kopfontein (mollwane wa Botswana);

(d) Mollwane wa Maseru Bridge (mollwane wa Lesotho);

(e) Mollwane wa Lebombo (mollwane wa Mozambique);

(f) Mollwane wa Oshoek (mollwane wa Eswatini),."

Phetošo ya Molawana wa 51

4. Molawana wa 51 o fetošwa ke go tsenywa ga temana ye e latelago legatong la temana ya (b) ka go molawana wa ka fase ga (1):

"(*b*) di gononwa go ba di fošitšwe."

Go fediša ga melao

5. Melawana ya Kakaretšo yeo e dirilwego go ya ka Molao wa Dihlare le Dilo tše di Amanago, wa 1965 (Molao wa No. ya 101 wa 1965): Phetošo, ya 2026 yeo e

gatišitšwego ka fase ga Tsebišo ya No. ya 7780 ka go Kuranta ya Mmušo ya No. ya 55152 ya di 07 Agosetose 2026 e a fediswa.

Thaetlele ye kopana

6. Melawana ye e bitšwa Melawana ya Kakaretšo yeo e dirilwego go ya ka Molao wa Dihlare le Dilo tše di Amanago, wa 1965 (Molao wa No. ya 101 wa 1965): Phetošo, ya 2026.

SATISO SAHULUMENDE

LITIKO LETEMPHILO

UMTSETFO WEMITSI NETIDZAKAMIVA, 1965 (UMTSETFO NO.101 WANGA 1965)

IMITSETFOMGOMO LEJWAYELEKILE LEYENTIWE NGEKULANDZELA UMTSETFO WEMITSI KANYE NALETINYE TINTFO LETIHLOBENE NAYO, 1965 (UMTSETFO 101 WANGA 1965): KUCHITJIYELWA, 2026

INdvuna Yetemphilo Lelibamba Likhatsi , ngekulandzela sigaba 35 seMtsetfo weMitsi kanye Naletinye Tintfo Letihlobene nayo, 1965 (uMtsetfo No. 101 wanga-1965), futsi ngemuva kwekubonisana neSigungu Lesengamele Semikhicito Yetemphilo eNingizimu Afrika, yente imitsetfomgomo kuleShejuli.

NKOSATANA S.T NDABENI, MP
INDVUNA YETEMPHILO LELIBAMBA LIKHATSI
LUSUKU: 15/09/2026

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LUHLELO

Tinchazelo

1. Kulemitsetfomgomo, nobe nguliphi ligama nobe inkhulumo leniketwe inchazelo kuloMtsetfo itawuba naleyonchazelo leniketwe yona, ngaphandle uma ingcikitsi isho ngalenye indlela: -

"loMtsetfo" kusho uMtsetfo weMitsi kanye naletinye tintfo letihlobene nayo, 1965 (uMtsetfo 101 wanga 1965); futsi

"leMtsetfomgomo" kusho uMtsetfomgomo Lojwayelekile lolushicilelwe ngeSatiso saHulumende 859 *kuGazethi yaHulumende* 41064 yamhlaka 25 Ingci 2017.

Kuchitjiyelwa kwemtsetfomgomo 1

2. Umtsetfomgomo 1 uyachitjiyelwa—

(*a*) ngekususa **lenchazelo"yemitsi lengemanga**";

(*b*) ngekufaka lenchazelo lelandzelako ngemuva kwenchazelo Lifayile leMlawuli Wendzawo":

"umutsi longekho ezingeni lelifanele" kusho umutsi lowehluleka kuhlangabetana nemigomo yelizinga nobe tinchazelo nobe kokubili."

(*c*) ngekufaka lenchazelo lelandzelako ngemuva kwenchazelo "yemhla wekuphelelwa sikhatsi:

"umutsi longemanga" kusho umutsi lapho khona buwena, kwakheka kwawo nobe imvelaphi yawo kucaciswe kabi ngenhloso nobe ngekukhohlisa".

Kuchitjiyelwa kweMtsetfomgomo 6

3. Umtsetfomgomo 6 uyachitjiyelwa —

(*a*) ngekufaka esikhundleni sendzima lelandzelako kumtsetfomgomo lomncane (1):

"(1) Kute umuntfu lotawungenisa eveni nobe ngumuphi umutsi noma intfo lehleliwe, lokufaka ekhatsi imitsi lengenisiwe ngekwesigaba 15C saloMtsetfo, eRiphabhulikhi ngaphandle kwekutsi angene kulenye yaletindzawo tekungena letilandzelako, ngendlela lencunywe nguLuphiko:

(*a*) Sikhumulo Setindiza Semhlaba wonkhe saseKapa nobe sikhumulo semikhumbi saseKapa;

(b) Sikhumulo Setindiza Semhlaba wonkhe e-Chief Dawid Stuurman, sikhumulo semikhumbi e-Port Elizabeth nobe e-Ngqura;

(c) Sikhumulo Setindiza Semhlaba wonkhe i-King Shaka nobe sikhumulo semikhumbi saseThekwini; nobe

(d) Sikhungo setindiza semhlaba wonkhe i-O.R. Tambo."

(*b*) ngekwengeta ngemuva kwemtsemgomo lomncane (1) walomtsetfomgomo lolandzelako:

"(1A) Nanobe kunjalo ngekulandzela sigatjana (1), umuntfu angangenisa nobe ngumuphi umutsi nobe intfo lehleliwe ngendlela lencunywe nguMtimba ngekusebentisa:

(a) Indzawo yekungena emnceleni iBeit Bridge (ngasemnceleni weZimbabwe);

(b) Indzawo yekungena emnceleni iVioolsdrift (ngasemnceleni waseNamibia);

(c) Indzawo yekungena yemcele yaseKopfontein (ngasemceleni waseBotswana);

(d) Indzawo yekungena emceleni yaseMaseru Bridge (ngesemceleni waseLesotho);

(e) Indzawo yekungena yemncele yaseLebombo (ngasemnceleni waseMozambique);

(f) Indzawo yekungena emnceleni we-Oshoek (emnceleni we-Eswatini),."

Kuchitjiyelwa kweMtsetfomgomo 51 Amendment of Regulation 51

4. Umtsetfomgomo 51 uyachitjiyelwa ngekutsi kufakwe lolokulandzelako esikhundleni sendzima *(b)* kumtsetfosimiso lomncane (1):

"(*b*) kusolwa kutsi kungemanga."

Kucitfwa kweMitsetfo

5. Lemitsetfomgomo lemiswe ngekweMtsetfo weMitsi kanye naletinye tintfo letihlobene nayo, 1965 (uMtsetfo No. 101 wanga 1965): Kuchitjiyelwa, 2026 loshicilelwe *kuGazethi yaHulumende* No. 55152 yamhlaka 07 Ingci 2026, ngekwesatiso No. 7780 iyacitfwa.

Sihloko lesifishane

6. Lemitsetfomgomo ubitwa ngekutsi iMitsetfomgomo Lojwayelekile lemiswe ngekweMtsetfo weMitsi kanye naletinye tintfo letihlobene nayo, 1965 (uMtsetfo No. 101 wanga 1965): Kuchitjiyelwa, 2026.

DEPARTEMENT VAN HOËR ONDERWYS EN OPLEIDING

NO. 8012 **16 Oktober 2026**

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

INSTITUTIONAL STATUTE
UNIVERSITY OF THE WESTERN CAPE

I, Mr Kgwaridi Buti Manamela, MP, Minister of Higher Education and Training, in accordance with section 33 (1) of the Higher Education Act, 1997 (Act No. 101 of 1997, as amended), hereby publish the amended Institutional Statute of the University of the Western Cape set out in the Schedule attached hereto.

Mr KB Manamela, MP
Minister of Higher Education and Training
Date: 24 / 06 / 2026

THE STATUTE OF THE UNIVERSITY OF THE WESTERN CAPE

The Council of the University of the Western Cape has made this Statute set out in the Schedule hereto, in accordance with section 32 of the Higher Education Act, 1997 (Act No. 101 of 1997), which is, in terms of the provisions of section 33 of the said Act, hereby published with the approval of the Minister of Higher Education and Training and which comes into operation on the date of this publication.

SCHEDULE

STATUTE OF THE UNIVERSITY OF THE WESTERN CAPE

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CHAPTER 1
Definitions

1 In this Statute any word or expression to which a meaning has been assigned by the Higher Education Act, 1997 (Act no. 101 of 1997), has the meaning so assigned to it, and unless the context indicates otherwise –

"academic employees" means those persons employed by the University primarily to teach and/or to do research, including the Vice-Chancellor/Rector, the Deputy Vice-Chancellor(s)/Vice-Rector(s), and the Deans;

"Act" means the Higher Education Act, 1997 (Act No. 101 of 1997), as amended, and includes any regulations promulgated in terms thereof;

"campus" means the physical grounds and buildings of the University and encompasses the various facilities used for teaching, research, and student life, such as libraries, lecture halls, laboratories, and residential accommodations, and "**main campus"** means the University campus situated on Robert Sobukwe Road, Bellville;

"Chancellor" means a person as contemplated in paragraph 5.1;

"Convocation" means the assembly of persons contemplated in paragraph 11.1;

"Council" means the governing body of the University as contemplated in paragraph 8.2;

"day" means weekdays including Saturday, Sunday and any public holiday;

"Deputy Vice-Chancellor/Vice-Rector" means a person or persons appointed by the Council for purposes of assisting the Vice-Chancellor/Rector as contemplated in paragraph 6.2, and includes a vice-principal as contemplated in the Act;

"donors" means those persons or organisations determined in accordance with paragraph 12.1;

"due process" means a process compliant with the provisions of the Promotion of Administrative Justice Act, 2000 (Act No. 3 of 2000), and the Promotion of Access to Information Act, 2000 (Act No. 2 of 2000), as well as the principles of natural justice;

"electronic communication" means electronic communication as contemplated in the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002), and when employed at a meeting such communication ordinarily enables all members participating in the meeting to communicate concurrently with each other without an intermediary, and to participate reasonably effectively in the meeting, and for the avoidance of doubt such communication shall include communication by teleconference and e-mail, as contemplated in the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002), or any legislation which replaces it;

"executive management" means those persons contemplated in paragraph 7.2;

"graduate" means a person who has graduated from the University with a degree or a diploma;

"Institutional Forum" means the Institutional Forum of the University contemplated in paragraph 10.2;

"management" means senior management and the professional, support or administrative staff members of the University designated by the Council as managers;

"majority (vote/decision)" means fifty percent plus one;

"Minister" means the Minister responsible for higher education and training;

"professional, support or administrative staff members" mean those members of staff who are not employed on academic terms and conditions and who provide

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professional, administrative and support services to the University;
"professor" means a person appointed as a professor by the Council, after consultation with the Senate, but does not include an adjunct, associate, emeritus, extraordinary or honorary professor;
"qualification" means a registered national qualification as defined in the National Qualifications Framework Act 67 of 2008;
"Registrar" means the Registrar of the University to perform the function contemplated in section 26(4)(b) of the Act;
"Returning Officer" means the Registrar, or a person appointed by the Registrar, to conduct an election and announce the results;
"rules" means the institutional rules of the University made in terms of section 32 of the Act and includes all policies and standing orders approved by the Council;
"Senate" means the Senate of the University contemplated in paragraph 9.2;
"senior management" means the executive management and the Deans;
"standing orders" means the written rules which regulate the proceedings of Council, Senate, and any Committee and/or body constituted in terms of this Statute;
"Statute" means the institutional statute of the University;
"student" means a person registered for a qualification offered by the University;
"University" means the University of the Western Cape;
"University constituencies" includes students, employees, and Convocation office holders;
"urgent matter" means a matter, which, if not addressed before the next ordinary or special meeting of the Council or the Senate, could cause irreversible harm or prejudice to the University, its employees or students;
"UWC Medal" means the award to be bestowed on individuals in the community who have made a significant and extraordinary contribution to the upliftment of the community through exceptional leadership, community involvement and related activities;
"Vice-Chancellor/Rector" means a person as contemplated in paragraph 6.1, and includes a principal as contemplated in section 30 of the Act; and
"virtual attendance" means attendance at a specified meeting by way of electronic meeting platforms.

CHAPTER 2
Structure, Purpose and Seat

2.1 The University is constituted in the manner, exists for the purposes, and has the rights, powers, privileges and duties, provided for in the Act and in this Statute.
2.2 The University is a multi-campus institution with its seat at its main campus in Bellville in the Western Cape Province.

CHAPTER 3
Status and Proprietary Capacity

3.1 The University is, subject to the provisions of the Act, a juristic person.
3.2 Notwithstanding paragraph 3.1 the University may not without the concurrence of the Minister dispose of or alienate in any manner, any immovable property acquired with the financial assistance of the State or grant to any person any real right therein or servitude thereon.

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CHAPTER 4
Constitution of the University

4 The University consists of –
4.1 the Chancellor;
4.2 the Vice-Chancellor/Rector;
4.3 the Deputy Vice-Chancellor/Vice-Rector/s;
4.4 the Registrar;
4.5 the Executive Director/s;
4.6 the Council;
4.7 the Senate;
4.8 the Institutional Forum;
4.9 the Students' Representative Council;
4.10 the academic employees of the University;
4.11 the professional, support or administrative staff members of the University;
4.12 the Convocation; and
4.13 the students of the University.

CHAPTER 5
Chancellor

5.1 The Chancellor is the titular and ceremonial head of the University and, subject to the provisions of the Act and this Statute, confers degrees on behalf of the University.
5.2 The Chancellor has no executive authority or executive powers.

Election
5.3 Whenever the Council has to elect a Chancellor, the Registrar must notify the members of the Council in writing at least six weeks before the election and call for nominations to be submitted to the Registrar.
5.4 Nominations must be in writing and must reach the Registrar at least three weeks before the date of election.
5.5 Each nomination must contain the signatures of at least two members of the Council and the written acceptance of the nomination by the nominee.
5.6 A list of duly nominated persons must be sent to the members of the Council at least ten days before the meeting of the Council where voting will take place.
5.7 Voting shall take place by ballot, but where members of the Council cannot attend the meeting in person, they may participate in the meeting by virtual attendance and vote by electronic communication.
5.8 The nominee receiving a majority of the votes of the members of the Council present at the meeting must be declared by the Chairperson to be the duly elected Chancellor.
5.9 In the case of no nominee receiving such a majority of votes, the nominee/s receiving the lowest number of votes must be eliminated, and the election must be repeated until one of the nominees receives a majority of the votes as contemplated in paragraph 5.8.
5.10 When the office of Chancellor becomes vacant, the Council must as soon as practicable thereafter elect a new Chancellor.
5.11 After the Council has elected the Chancellor, the name of the Chancellor is announced by the Chairperson of the Council.

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Term of office

5.12 The Chancellor holds office for a period of five years, and is eligible to serve a second term, with the approval of Council. .

5.13 If the Chancellor is unable, for any reason, to perform the functions of their office, or if the office of Chancellor becomes vacant, the Vice-Chancellor/Rector or acting Vice-Chancellor/Rector performs the functions of the Chancellor.

Termination/removal from office

5.14 The term of office of the Chancellor is terminated in the event of –

5.14.1 death;

5.14.2 incapacity;

5.14.3 resignation; or

5.14.4 removal from office by the Council.

5.15 The Chancellor may only be removed from office by the Council by means of a resolution, passed by at least two-thirds of the members of the Council present at the meeting, whether present in person or by virtual attendance.

CHAPTER 6
Senior Management

Senior Management consists of the Vice-Chancellor/Rector; Deputy Vice-Chancellor/Vice-Rector/s; the Registrar; the Executive Director/s; and the Deans.

6.1 Vice-Chancellor/Rector Functions and Duties

6.1.1 The Vice-Chancellor/Rector is the chief executive officer of the University and is, subject to paragraph 8.23, responsible for, *inter alia*, the day-to-day management, administration and operations of the University, and is vested with all the managerial, administrative and operational powers necessary to perform these functions.

6.1.2 In the absence of the Chancellor, or at their request, the Vice- Chancellor/Rector performs the functions of the Chancellor.

6.1.3 The Vice-Chancellor/Rector is by virtue of their office a member of all committees and joint committees of the Council and of the Senate.

6.1.4 The Vice-Chancellor/Rector, in accordance with the directives and policies of the Council and the Senate, exercises general managerial, administrative and operational authority over the University.

Appointment

6.1.5 The Council appoints the Vice-Chancellor/Rector after consultation with Senate, and having obtained advice from the Institutional Forum, in accordance with the University rules.

6.1.6 The appointment of the Vice-Chancellor/Rector, as contemplated in 6.1.5 above, is subject to the Act, this Statute, the University rules and any other applicable policy.

Term of Office

6.1.7 Subject to the rules of the University, The Vice-Chancellor/Rector holds office for five years, and may be eligible for reappointment for another term but shall not serve for more than two terms.

6.1.8 The Vice-Chancellor/Rector may resign at any time, on six months' notice.

6.1.9 The appointment of the Vice-Chancellor/Rector may be terminated by the Council

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at any time:

6.1.9.1 by a vote consisting of not less than three quarters of the Council members holding office; and

6.1.9.2 after consultation with Senate and obtaining advice from the Institutional Forum.

6.1.10 The Vice-Chancellor/Rector may be removed from the position by the Council before their term of office expires if-

6.1.10.1 convicted of an offence that, in the opinion of the Council, renders the Vice-Chancellor/ Rector unfit to perform their duties; or

6.1.10.2 in the opinion of the Council, the Vice-Chancellor/Rector becomes incapacitated; and/or

6.1.10.3 their continued tenure would bring the name of the University into disrepute.

Absence of Vice-Chancellor/Rector

6.1.11 In the event of the Vice-Chancellor/Rector being absent for a period less than one month, the Vice-Chancellor/Rector, after consultation with the Executive Management, may appoint a member of the Executive Management as acting Vice-Chancellor/Rector.

6.1.12 In the event of the Vice-Chancellor/Rector being absent for a period in excess of one month but less than six months, the Vice-Chancellor/Rector, after consultation with the Executive Committee of the Council, must appoint a member of Executive Management as acting Vice-Chancellor/Rector.

6.1.13 While the appointment of a Vice-Chancellor/Rector is pending or if the Vice-Chancellor/Rector is absent for a period in excess of six months, the Deputy Vice-Chancellor/Vice-Rector, or, if more than one Deputy Vice-Chancellor/Vice-Rector has been appointed, the Deputy Vice-Chancellor/Vice-Rector designated by the Council after consultation with the Senate and Institutional Forum, shall be the acting Vice-Chancellor/Rector.

6.2 Deputy Vice-Chancellor/Vice-Rector(s)

Functions and Duties

6.2.1 The Deputy Vice-Chancellor/Vice-Rector(s) is responsible for, *inter alia*, assisting the Vice-Chancellor/Rector in the management, administration and operations of the University and has the powers and duties conferred upon them by the Council.

6.2.2 The Deputy Vice-Chancellor/Vice-Rector(s) is further responsible for any specific managerial, administrative and operational functions delegated to them by the Vice-Chancellor/Rector, from time to time.

Appointment

6.2.3 Paragraphs 6.1.5 - 6.1.6 apply, with the necessary changes, to the selection and appointment of a Deputy Vice-Chancellor/Vice-Rector.

Term of Office

6.2.4 The provisions of paragraphs 6.1.7 to 6.1.10 apply, with the necessary changes, to the term of office of a Deputy Vice-Chancellor/Vice-Rector.

Absence of Deputy Vice-Chancellor/Vice-Rector

6.2.5 In the event of the Deputy Vice-Chancellor/Vice-Rector being absent for a period less than one month, the Vice-Chancellor/Rector may appoint, after consultation

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with the Executive Management, a member of the Senior Management as acting Deputy Vice-Chancellor/Vice-Rector.

6.2.6 In the event of a Deputy Vice-Chancellor/Vice-Rector being absent for a period in excess of one month but less than six months, the Vice-Chancellor/Rector may appoint, after consultation with the Executive Committee of the Council, a member of the Senior Management as an acting Deputy Vice-Chancellor/Vice-Rector.

6.2.7 Pending the appointment of a Deputy Vice-Chancellor/Vice-Rector, or if a Deputy Vice-Chancellor/Vice-Rector is absent for a period in excess of six months, the Vice-Chancellor/Rector may appoint, after consultation with the Council, a member of Senior Management or a professor of the University as an acting Deputy Vice-Chancellor/Vice-Rector.

6.3 Registrar(s) and Executive Director(s) Functions and Duties

6.3.1 The Registrar and the Executive Director/s assist the Vice-Chancellor/Rector in the management, administration and operations of the University.

6.3.2 The Registrar and Executive Director/s perform such other functions and duties as determined by the Vice-Chancellor/Rector, from time to time.

6.3.3 The Registrar:

6.3.3.1 is, by virtue of the office, the secretary to the Council and the Senate and the committees of the Council and the Senate;

6.3.3.2 supports the good governance and administration of the University;

6.3.3.3 ensures compliance with the Act and other applicable legislation, this Statute, and relevant policies and rules of the University.;

6.3.3.4 acts as the electoral and returning officer at all meetings of the Council, and the Senate;

6.3.3.5 is the holder of the records of the University;

6.3.3.6 may designate any other administrative staff member to assist them;

6.3.3.7 provides administrative support to the governance structures of the University; and

6.3.3.8 is responsible for the academic administration support functions of the University.

6.3.4 The Executive Director/s has such duties and powers as conferred upon them by Council.

6.3.5 In the absence of the Registrar, the functions are performed by a person designated by the Vice-Chancellor/Rector.

6.3.6 Persons designated in terms of sub-paragraph 6.3.5 have the same fiduciary duties and obligations as the Registrar.

Appointment

6.3.7 The appointment of a Registrar or Executive Director takes place in accordance with the procedure determined by the Council.

Term of Office

6.3.8 The Registrar and Executive Director/s may be appointed permanently, or on a fixed term basis, as determined by the Council.

6.3.9 The provisions of paragraphs 6.1.7 to 6.1.10 apply, with the necessary changes, to the term of office of a Registrar and Executive Director appointed on a fixed term basis; and 6.1.8 to 6.1.10 apply, with the necessary changes, to the term of office of a Registrar and Executive Director appointed permanently.

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6.4 Dean(s)

Functions and Duties

6.4.1 The functions and duties of a Dean are determined by the Executive Management, after consultation with the Senate.

6.4.2 A Dean performs such other functions and duties as determined by the Vice-Chancellor/Rector, from time to time.

Appointment

6.4.3 The appointment of a Dean takes place in accordance with the procedure decided upon by the Council.

Term of office

6.4.4 The provisions of paragraphs 6.1.7 to 6.1.10 apply, with the necessary changes, to the term of office of a Dean.

CHAPTER 7
Executive Management

Functions and duties

7.1 Subject to the provisions of the Act and this Statute, in particular paragraph 6.1.1, the Executive Management assists the Vice-Chancellor/Rector with the day-to-day management, administration and operations of the University.

Composition

7.2 The Executive Management consists of –

7.2.1 the Vice-Chancellor/Rector;

7.2.2 the Deputy Vice-Chancellor/Vice-Rector/s;

7.2.3 the Registrar; and

7.2.4 the Executive Director/s.

Committees of Executive Management

7.3 The Vice-Chancellor/Rector may establish committees consisting of the members of the Executive Management, and such other persons as may be determined by the Rector, provided that at meetings of any committee of the Executive Management such other person shall not have the right to vote.

7.4 The composition, manner of election, functions, quorum and procedure at meetings of any committee, may be determined by the Vice-Chancellor/Rector, in consultation with the Executive Management.

CHAPTER 8
Council

Functions and duties

8.1 Subject to the provisions of the Act and this Statute, the Council governs the University by exercising a general oversight responsibility over the institution as

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contemplated in s27(1) of the Act.

Composition

8.2 The Council of the University shall consist of not more than thirty members of which at least 60 percent must be members who are not registered students or employees of the university, including –

8.2.1 the Vice-Chancellor/Rector

8.2.2 and the Deputy Vice-Chancellor/Vice- Rector, or if more than one Deputy Vice-Chancellor/Vice-Rector has been appointed, the Deputy Vice-Chancellors/Vice-Rectors, provided that if the inclusion of all the Deputy Vice-Chancellors/Vice-Rectors on the Council would result in -

8.2.2.1 the total number of members of the Council exceeding 30 members; or

8.2.2.2 the total number of members of the Council who are registered students or employees of the University exceeding 40 percent of all members of the Council, the Executive Management must designate the Deputy Vice-Chancellor(s)/Vice-Rector(s) that may serve on the Council;

8.2.3 five persons appointed by the Minister;

8.2.4 two members of the Senate who are not student representatives, elected by the Senate;

8.2.5 one academic employee of the University, not being a member in terms of paragraph 8.2.4, elected by the academic employees in the manner provided for in the University rules;

8.2.6 one professional, support or administrative staff member of the University, not being a member in terms of paragraph 8.2.4, elected by the professional, support or administrative staff members in the manner provided for the University rules;

8.2.7 two members of the Students' Representatives Council, one of whom may be the President of the Students' Representative Council and the other as designated by the Student's Representative Council;

8.2.8 two persons, elected by the Convocation from among its members in the manner provided for in terms of this Statute;

8.2.9 two persons who are donors as determined in accordance with paragraphs 12.1 to 12.3, and appointed as members in accordance with paragraph 12.4;

8.2.10 one member of the Council of the City of Cape Town, designated by such Council;

8.2.11 one person designated by the Premier of the Western Cape Province;

8.2.12 one member of organised business in the Western Cape Province, elected by such organisation, provided that if more than one such organisation exists, the Council may determine which of such organisations may elect such person;

8.2.13 one member of organised business in the Republic of South Africa, elected by such organisation, provided that if more than one such organisation exists, the Council may determine which of such organisations may elect such person;

8.2.14 one member of organised labour in the Western Cape Province, elected by such organisation, provided that if more than one such organisation exists, the Council may determine which of such organisations may elect such person;

8.2.15 one member of organised labour in the Republic of South Africa, elected by such organisation, provided that if more than one such organisation exists, the Council may determine which of such organisations may elect such person;

8.2.16 not more than five additional members having special knowledge or expertise, as may be determined in terms of paragraphs 8.27 to 8.30.

8.3 If 60 per cent of the members of the Council, not being persons in the employ or students of the University, vacate their office, it is deemed that the Council has

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resigned.

8.4 A member of the Council may not serve on the Council of another university.

8.5 Members contemplated in paragraphs 8.2.3 and 8.2.8 to 8.2.16, may not be persons who are employees or students of the University.

8.6 The members of the Council owe a fiduciary duty to the University, and in this regard the members must –

8.6.1 be persons with knowledge and experience relevant to the objects and governance of the University;

8.6.2 adhere to the standards of conduct and behaviour prescribed in a code of conduct applicable to members of the Council as contemplated in section 27(7E) of the Act, and such code of conduct must be provided for in the rules;

8.6.3 participate in the deliberations of the Council with unfettered discretion and in the best interests of the University; and

8.6.4 must be eligible to serve on the Council at all times in accordance with the provisions of the Act and the rules of the University.

Term of Office

8.7 The term of office of members of the Council is as follows –

8.7.1 members contemplated in paragraphs 8.2.3 to 8.2.6, and 8.2.8 to 8.2.16, three years;

8.7.2 members contemplated in paragraph 8.2.7, one year; and

8.7.3 all other members for as long as they hold the particular office.

8.8 Members who are employees of the University cease to be members on resignation, retirement or termination from their position in the University.

8.9 Members, whose terms of office have expired, may be re-elected or re-appointed for a second term only.

8.10 Where applicable and notwithstanding anything to the contrary contained in this Statute, any member re-elected or reappointed in terms of paragraph 8.9 to serve a second term shall not be automatically entitled to resume their membership on the Senate, Institutional Forum or any other committee, unless specifically elected or appointed to serve, pursuant to their re-election or re-appointment.

Termination and Vacating of Office

8.11 A vacancy on the Council may be filled for the unexpired portion of the period of office of such member.

8.12 A member of the Council, other than the Vice-Chancellor/Rector and any Deputy Vice-Chancellor/Vice-Rector, vacates their office if such person–

8.12.1 resigns from the Council or has their membership terminated in writing by the entity who appointed or elected the member to the Council;

8.12.2 is absent from two consecutive ordinary meetings of the Council without apology;

8.12.3 is declared by a court of law to be insolvent or otherwise incapable of attending to their own affairs;

8.12.4 has been declared by a High Court with jurisdiction to be mentally ill;

8.12.5 has at any time been removed from an office of trust on account of a breach of fiduciary duties or due to misconduct involving dishonesty;

8.12.6 is convicted of an offence and is sentenced to imprisonment without the option of a fine;

8.12.7 accepts an appointment as a member of the Council of, or an offer of employment in a managerial capacity at another higher education institution;

8.12.8 accepts a permanent appointment as an employee at the University, excludes members contemplated in paragraphs 8.2.4, 8.2.5 and 8.2.6; or registers as a student at the University, excludes members contemplated in paragraph 8.2.7; or

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8.12.9 after due process has been followed, is removed from the Council by a sanction imposed by the Council by reason of a contravention of the code of conduct contemplated in paragraph 8.6.2.

8.13 The Council has the power to take disciplinary action against any member of the Council who fails to adhere to, or comply with, any of the functions, duties, including fiduciary duties, responsibilities or standards of conduct and behaviour prescribed herein or in any other code of conduct or set of rules that are applicable to members of the Council from time to time. Such disciplinary action shall include, but shall not be limited to, suspending a member from attending meetings of the Council and suspending or terminating a member's membership of the Council, on such terms as the Council may in its sole and absolute discretion determine.

Chairperson, Vice-Chairperson and Secretary

8.14 The Council must elect one of its members as Chairperson and one of its members as Vice-Chairperson, provided that such persons may not be employees, students, or office bearers of any constituency of the University.

8.15 In the absence of the Chairperson, or on their request, the Vice-Chairperson performs the functions of the Chairperson.

8.16 Whenever both the Chairperson and Vice-Chairperson are absent from a meeting of the Council, the Chairperson may, in consultation with the Registrar, designate another member, as stipulated in paragraph 8.14, to preside at that meeting.

8.17 The Chairperson and Vice-Chairperson shall hold office for the duration of their respective terms as members of the Council and may be re-elected for a second term, provided that they have also been re-appointed as members of the Council.

8.18 The Registrar is the secretary of the Council, provided that they may designate one or more of the employees of the University to assist them in the performance of their duties or to take their place as secretary in their absence.

Quorum

8.19 At all meetings of the Council, a quorum is fifty percent plus one of members of the Council.

8.20 Members may be present in person or by way of virtual attendance.

8.21 In the event of there being no quorum at the time determined for the meeting, the meeting shall adjourn without motion or vote, for fifteen minutes, after which the meeting will be deemed to be quorate if no fewer than 40 percent (subject to 8.2) of the members are present, whether present in person or by virtual attendance. In the instance of a deemed quorum, matters that require a decision must be communicated to members of Council with the request for approval within a timeframe determined by the Registrar.

8.22 In the event that a quorum or deemed quorum is not achieved or lost during the course of a meeting, no further business may be discussed, and the meeting may be rescheduled.

Responsibilities of the Council

8.23 The Council has particular oversight responsibility for –

8.23.1 strategic governance;

8.23.2 financial governance;

8.23.3 student discipline, in accordance with Chapter 15;

8.23.4 staff matters, in accordance with Chapter 16; and

8.23.5 formulating overall policy for the University.

8.24 The Council receives and considers written advice from the Institutional Forum in

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terms of 10.1.

8.25 The Council –

8.25.1 shall ensure and exercise oversight over the proper keeping of the accounting records of the assets, liabilities, income, expenditure and other financial transactions of the University and its substructures; and

8.25.2 is responsible for the submission of reports, financial and otherwise, to the Minister as may be required in terms of the Act.

Delegation

8.26 In accordance with section 68(2) of the Act, the Council may, on such conditions as it may determine, delegate any of its powers, except the power to –

8.26.1 make an institutional statute;

8.26.2 enter into any loan or overdraft agreement contemplated in section 40(2) of the Act; or

8.26.3 perform any of the following action contemplated in section 40(3) of the Act,

8.26.3.1 construction of a permanent building or other immovable infrastructural development;

8.26.3.2 purchasing of immovable property; or

8.26.3.3 long-term lease of immovable property,

and may, on such conditions as it may determine, assign any of its duties, to any sub-committee, other internal structure(s), the Vice-Chancellor/Rector or any other employee(s) of the University.

Appointment of additional members

8.27 Nominations for persons to be appointed as additional members of the Council in terms of the provisions of paragraph 8.2.16 must be submitted to the Registrar, by the Executive Management.

8.28 At the meeting of the Council all the nominations must be scrutinised with a view to determine the expertise or representation of particular interests that each of the nominees may bring to the Council.

8.29 Decisions as to the number of additional members to be appointed are taken by an ordinary majority vote of members of the Council present at the meeting, whether present in person or by way of virtual attendance.

8.30 Decisions as to which of the nominees are to be appointed to the Council as additional members and as to their respective periods of office, are taken by an ordinary majority vote of the Council members present at the meeting.

Election of academic employees and professional, support or administrative staff members

8.31 The election by the Academic members of the University for the appointment of an Academic employee to serve as a member of the Council in terms of paragraph 8.2.5 takes place in the manner provided for in the applicable University rules.

8.32 The election by the professional, support or administrative staff members of the University for the appointment of a professional, support or administrative staff member to serve as a member of the Council in terms of paragraph 8.2.6, takes place in the manner provided for in the applicable University rules.

Meetings of the Council

8.33 At least two ordinary meetings of the Council must be held each semester.

8.34 At least ten calendar days before the date set for an ordinary meeting, the Registrar must notify each member in writing of the time and place of the meeting as well as of the matters to be considered at the meeting.

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8.35 The Chairperson of the Council, may after consultation with the Vice- Chairperson of the Council, and must at the request in writing by at least ten members of the Council, call a special meeting.

8.36 For a special meeting at least three calendar days written notice must be given to every member of the Council and in such notice the Registrar must state the time and place of the meeting and the business for which the meeting is called.

8.37 The meetings of Council shall be subject to the provisions and procedures as set out in this Statute, and the applicable standing orders.

Committees

8.38 The Council must establish an executive committee of Council, and may establish any other committee consisting of members of Council, as well as other persons to perform any of its functions, as it deems necessary. The Council may, on the advice of Senate, establish joint committees of Council and Senate, consisting of members of Council and Senate, as well as other persons to perform any of their respective functions.

8.39 Except as otherwise provided in the Statute, the composition, election of members, terms of office, functions and procedures of Council committees and joint committees of Council and Senate are as prescribed in the applicable committee standing orders.

8.40 The Council is not divested of the responsibility for the performance of any function delegated or assigned to a committee and may, subject to 8.44 below, alter or set aside decisions of such committees.

Executive Committee of Council

8.41 The functions and powers of the Executive Committee of the Council are determined by the Council.

8.42 The Executive Committee consists of-

8.42.1 the Chairperson of the Council;

8.42.2 the Vice-Chairperson of the Council;

8.42.3 the Vice-Chancellor/Rector;

8.42.4 the Deputy Vice-Chancellor, appointed by the Vice-Chancellor / Rector;

8.42.5 any other person as Council may determine.

8.43 The Chairperson of the Council is also the Chairperson of the Executive Committee, and the Secretary of the Council is also the Secretary of the Executive Committee.

8.44 The Executive Committee of the Council may take any decision with regard to urgent matters in the interest of the University and matters delegated to the Committee by Council, provided that the Council must be informed at the earliest opportunity of such decisions in writing, and provided further that the Council may not revoke decisions taken on an urgent basis and decisions taken on account of delegated authority, that are already implemented.

Executive Committee of Council and Council and Joint Council and Senate Committee Procedures

8.45 Except as otherwise provided in the Statute, the composition, election of members, terms of office, functions and procedures of Council committees and joint committees of Council and Senate are as prescribed in the applicable committee standing orders.

Allowances

8.46 The Council may decide to pay an allowance to office bearers and members of the

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Council, not being students or persons in the employ of the University, and may determine the amount of such allowance.

Attendance of meetings of the Council by non-members

8.47 A person who is not a member of the Council may, on the invitation of the Chairperson of the Council on behalf of the Council, attend any meeting of the Council either in person or by virtual attendance and may, on the invitation of the Chairperson, address the Council on any matter, provided that such person has no vote.

Declaration of interests

8.48 A member of the Council or a member of a committee of the Council must in writing, before they assume office, declare any business, commercial or financial activities undertaken for financial gain that may raise a conflict or a possible conflict of interest with the University.

8.49 A member of the Council or a member of a committee of the Council who has a direct or indirect business, commercial, financial, personal or other interest in any matter to be discussed at a meeting and which entails or may entail a conflict or possible conflict of interest must, before the meeting, declare and inform the Chairperson in writing of the conflict or possible conflict of interest.

8.50 After making the declaration contemplated in paragraph 8.48 or 8.49 such member of the Council or a committee of the Council must be excused from the meeting during the discussion of the matter and the voting thereon, unless Council decides otherwise by a majority vote.

8.51 In accordance with section 27(7E) of the Act, the Council must determine the procedures for an annual declaration –

8.51.1 by each member of the Council, each member of a committee of the Council and each person who exercises functions of the Council in terms of delegated authority;

8.51.2 of their financial interests and fiduciary roles, the latter to include but not be limited to offices, directorships of companies, memberships of close corporations and trusteeships held; and

8.51.3 of the financial interests and fiduciary roles of the members of their immediate family, and such procedures must be provided for in the rules.

CHAPTER 9
Senate

Functions and duties

9.1 Subject to the provisions of the Act and this Statute, the Senate is responsible and accountable to the Council, for the general academic and research functions of the University and performs such other functions as may be delegated or assigned to it by the Council.

Composition

9.2 The Senate of the University consists of –

9.2.1 the Vice-Chancellor/Rector;

9.2.2 the Deputy Vice-Chancellor/Vice-Rector/s;

9.2.3 the Deans;

9.2.4 the Executive Director/s;

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9.2.5 such visiting, extraordinary and honorary professors attached to the University as decided upon by the Council on the recommendation of the Senate;

9.2.6 the directors of the different schools, centres and institutes of the University and such directors or heads of similar structures as decided upon by the Council on the recommendation of the Senate;

9.2.7 the Chairpersons of the different academic departments or similar academic structures;

9.2.8 the professors of the University, which, for purposes of paragraph 9.2, includes associate professors, but excludes professors contemplated in paragraph 9.2.5 and professors who are members of the Senate in terms of paragraphs 9.2.3, 9.2.6 and 9.2.7;

9.2.9 the University librarian;

9.2.10 two members of the Council designated by the Council;

9.2.11 one academic employee per faculty of the University, not being members of the Senate in terms of paragraphs 9.2.3 and 9.2.5 to 9.2.8, elected from within the relevant faculty in terms of the University rules, provided that each faculty must be represented by a person attached to the teaching or research staff of such faculty;

9.2.12 eight professional, support or administrative staff members of the University, elected in the terms of the University rules;

9.2.13 eight registered students of the University, designated by the Students' Representative Council, provided that each one of the faculties must be represented by at least one student registered in such faculty; and

9.2.14 such additional persons, but not more than eight in number, as may be decided upon by the Senate.

9.3 The provisions of paragraph 8.6 apply, with the necessary changes, to members of the Senate.

Term of office

9.4 The period of office of members of the Senate is as follows-

9.4.1 members contemplated in paragraphs 9.2.11, 9.2.12 and 9.2.14, three years;

9.4.2 members contemplated in paragraph 9.2.13, one year; and

9.4.3 all other members for as long as they hold the particular office,

unless, before the expiry of such period, a member submits their resignation in writing to the Senate or vacates their office for any other reason.

Vacancies

9.5 A vacancy on the Senate in categories 9.2.10 – 9.2.14 caused by –

9.5.1 the death of a member; or

9.5.2 a member vacating their office, in the manner as contemplated in paragraph 8.12 with the necessary changes applying thereto, must, with due regard to the provisions of paragraph 9.2, be filled for the unexpired portion of the period of office of such member.

Chairperson, Vice-Chairperson and Secretary

9.6 The Vice-Chancellor/Rector is the Chairperson of the Senate.

9.7 The Chairperson, may designate one of the Deputy Vice-Chancellor/Vice-Rector/s to act as the Chairperson in their absence;

9.8 the Registrar is the secretary of the Senate, provided that the Registrar may designate one or more of the employees of the University to assist them in the performance of their duties or to take their place as secretary in their absence.

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Quorum

9.9 At all meetings of the Senate fifty percent plus one of the total number of members, present in person or by virtual attendance, constitutes a quorum, provided that members of the Senate who are in the employ of the University and who are on approved leave are deemed not to be members of the Senate for the purpose of constituting a quorum.

9.10 In the event of there being no quorum at the time determined for the meeting, the meeting shall adjourn without motion or vote, for fifteen minutes, after which the meeting will be deemed to be quorate if no fewer than 40% of the members are present, whether present in person or by virtual attendance. In the instance of a deemed quorum, matters that require a decision must be communicated to members of Senate with the request for approval within a timeframe determined by the Registrar.

9.11 In the event that a quorum or deemed quorum is not achieved or lost during the course of a meeting, no further business may be discussed, and the meeting may be rescheduled.

Specific functions of the Senate

9.12 Subject to the provisions of paragraphs 9.1 and 9.23, the functions of the Senate include, but are not limited to –

9.12.1 the superintendence and regulation of instruction and research in the various faculties, academic departments, centres, institutes, lectures and classes of the University;

9.12.2 the organisation and control of the curricula, syllabi and examinations of the University; and

9.12.3 the performance of such other functions as may be delegated or assigned to it by the Council.

Election of academic employees and professional, support or administrative staff members

9.13 The election of academic employees and professional, support or administrative staff members to serve as members of the Senate in terms of the provisions of paragraphs 9.2.11 and 9.2.12, takes place in the manner provided for in the University rules.

Meetings of the Senate

9.14 At least two ordinary meetings of the Senate must be held each semester.

9.15 At least five days before the date set for an ordinary meeting the Registrar must notify each member in writing of the time and place of the meeting as well as of the matters to be considered at the meeting.

9.16 The Chairperson of the Senate may, after consultation with the Registrar, and must at the request in writing by at least fifty members of the Senate, call a special meeting.

9.17 For a special meeting, at least two days written notice must be given to every member of the Senate and in such notice the Registrar must state the time and place of the meeting and the business for which the meeting is called.

9.18 The meetings of Senate shall be subject to the provisions and procedures as set out in this Statute, and the applicable standing orders.

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Committees

9.19 The Senate must establish an executive committee, and may establish any other committee consisting of members of Senate, as well as other persons to perform any of its functions, as it deems necessary.

9.20 Except as otherwise provided in the Statute, the composition, election, terms of office, functions and procedures of Senate committees are as prescribed in the applicable committee standing orders.

9.21 The Senate is not divested of the responsibility for the performance of any function delegated or assigned to a committee and may, subject to 9.23 below, alter or set aside decisions of such committees.

Executive Committee of the Senate

9.22 The Executive Committee of Senate consists of –

9.22.1 the Vice-Chancellor/Rector, who is the Chairperson;

9.22.2 the Deputy Vice-Chancellor/Vice-Rector/s;

9.22.3 the Executive Director/s;

9.22.4 the Deans;

9.22.5 one person being a member of the Senate in terms of paragraph 9.2.11, designated by the Senate;

9.22.6 one person being a member of the Senate in terms of paragraph 9.2.12, designated by the Senate;

9.22.7 one person being a member of the Senate in terms of paragraph 9.2.13, designated by the Senate;

9.22.8 a maximum of four other members of the Senate designated by Senate; and

9.22.9 the Registrar, in attendance.

9.23 The Executive Committee of the Senate may take any decision on behalf of the Senate with regard to urgent matters within the mandate of the Senate and matters delegated to the committee by the Senate, provided that the Senate must be informed at the earliest opportunity of such decisions in writing, and provided further that the Senate may not revoke decisions taken on an urgent basis and decisions taken on account of delegated authority that are already implemented.

Attendance of meetings of the Senate by non-members

9.24 A person who is not a member of the Senate may, on the invitation of the Chairperson of the Senate on behalf of the Senate, attend any meeting of the Senate either in person or by virtual attendance and may, on the invitation of the Chairperson, address the Senate on any matter, provided that such person has no vote.

CHAPTER 10
Institutional Forum

Functions and duties

10.1 The Institutional Forum of the University –

10.1.1 must advise the Council on issues affecting the University, including –

10.1.1.1 the implementation of the Act and state policy on higher education;

10.1.1.2 policy regarding race, gender, disability and labour equity;

10.1.1.3 the selection of candidates for senior management positions;

10.1.1.4 codes of conduct, mediation and dispute resolution procedures; and

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10.1.1.5 the creating of an appropriate environment for teaching, research and learning and the fostering of a culture which promotes tolerance and respect for fundamental human rights at the University;

10.1.2 may advise the Council on any matter it deems fit; and

10.1.3 performs such other functions as may be determined by the Council.

Composition

10.2 The Institutional Forum of the University consists of –

10.2.1 three representatives of the Executive Management of the University, appointed by the members of the Executive Management;

10.2.2 three representatives of the Senate designated by the Senate;

10.2.3 three representatives of the Council designated by the Council from the members who are not employees or students of the University;

10.2.4 three representatives of the academic employees of the University elected by an organisation representing such employees and recognised by the Council as such, provided that if no such organisation exists such representatives are to be elected in the manner provided for in the University rules;

10.2.5 three representatives of the professional, support or administrative staff members of the University elected by an organisation representing such employees and recognised by the Council as such, provided that if no such organisation exists such representatives are to be elected in the manner provided for in the University rules;

10.2.6 three representatives of the registered students of the University elected by the Students' Representative Council; and

10.2.7 one or more members co-opted by the Institutional Forum for the specific purpose of assisting the Institutional Forum in respect of any area of expertise.

10.3 The provisions of paragraph 8.6 apply, with the necessary changes, to members of the Institutional Forum.

Term of office

10.4 The period of office of members of the Institutional Forum is as follows-

10.4.1 members contemplated in paragraph 10.2.1 to 10.2.5, three years;

10.4.2 members contemplated in paragraph 10.2.6, one year; and

10.4.3 members contemplated in paragraph 10.2.7, for such period as may be determined by the Institutional Forum not exceeding three years

unless, before the expiry of such period, a member submits their resignation in writing to the Institutional Forum or vacates their office for any other reason.

Vacancies

10.5 A vacancy on the Institutional Forum caused by –

10.5.1 the death of a member; or

10.5.2 a member vacating office, in the manner as contemplated in paragraph 8.12 with the necessary changes applying thereto,

must, with due regard to the provisions of paragraph 10.2, be filled for the unexpired portion of the period of office of such member.

Chairperson, Vice-Chairperson and secretary

10.6 The Institutional Forum must elect one of its members as Chairperson and one of its members as Vice-Chairperson, provided that such persons may not be students of the University;

10.7 In the absence of the Chairperson, or on their request, the Vice-Chairperson performs the functions of Chairperson, and if both the Chairperson and the Vice-

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Chairperson are absent from a meeting of the Institutional Forum, then the members present must elect a person from among themselves to preside at that meeting.

10.8 The Registrar is the Secretary of the Institutional Forum, provided that the Registrar may designate one or more of the employees of the University to assist them in the performance of their duties or to take their place as secretary in their absence.

10.9 The Chairperson and Vice-Chairperson shall hold office for a period of three years, provided they are a member of the Institutional Forum.

Quorum

10.10 At all meetings of the Institutional Forum, a quorum is fifty percent plus one of the members, present in person or by virtual attendance.

10.11 In the event of there being no quorum at the time determined for the meeting, the meeting shall adjourn without motion or vote, for fifteen minutes, after which the meeting will be deemed to be quorate if no fewer than 40% of the members are present, whether present in person or by virtual attendance. In the instance of a deemed quorum, matters that require a decision must be communicated to members of the Institutional Forum with the request for approval within a timeframe determined by the Registrar.

10.12 In the event that a quorum or deemed quorum is not achieved or lost during the course of a meeting, no further business may be discussed, and the meeting may be rescheduled.

Meetings of Institutional Forum

10.13 At least two ordinary meetings of the Institutional Forum must be held each semester.

10.14 At least five days before the date set for an ordinary meeting the secretary to the Institutional Forum must notify each member in writing of the time and place of the meeting as well as of the matters to be considered at the meeting.

10.15 The Chairperson of the Institutional Forum may, after consultation with the Registrar, and must at the request in writing by at least ten members of the Institutional Forum, call a special meeting.

10.16 For a special meeting, at least two days written notice must be given to every member of the Institutional Forum and in such notice the secretary must state the time and place of the meeting and the business for which the meeting is called.

10.17 The process and procedure for meetings of the Institutional Forum are subject to the applicable standing order(s).

CHAPTER 11
Convocation

Composition

11.1 The Convocation consists of the assembly of –

11.1.1 the academic employees whilst in the employ of the University, appointed permanently or on contract for a period of not less than one year to posts at the University;

11.1.2 the Vice-Chancellor/Rector, the Deputy Vice-Chancellor/s/Vice- Rector/s, the Registrar, the Executive Director/s, and the University librarian;

11.1.3 the two members of the Council designated by the Council as members of the Senate;

11.1.4 emeritus professors of the University

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11.1.5 the graduates of the University, provided that any graduate who notifies the Council in writing that they do not wish to continue to be a member of the Convocation ceases to be a member upon receipt of that notice by the Council.

Office-Bearers of the Convocation

11.2 The following office-bearers of the Convocation will be elected by the Convocation from its own ranks-

11.2.1 President;

11.2.2 Deputy President;

11.2.3 Secretary; and

11.2.4 Treasurer

11.3 The term of office of the office-bearers shall be for a period of three years;

11.4 Office-bearers shall not have executive authority or powers on behalf of the Convocation.

11.5 The election of office-bearers, shall be done in accordance with the standing orders of the Convocation.

Secretary

11.6 The Registrar of the University shall be the Secretary of the Convocation AGM, General Meeting and Special Meeting/s, provided that the Registrar may appoint one or more employees of the University to assist with their performance of their duties, or to take their place as secretary in their absence.

11.7 The Secretary contemplated in 11.2.3 above, shall be the secretary of the Convocation Executive Committee.

Meetings of the Convocation

11.8 The Convocation shall hold an annual general meeting during the first semester of each academic year, and a general meeting during the second semester, which meetings shall be convened by the Registrar of the University after consultation with the President of the Convocation and in accordance with the applicable standing orders.

11.9 A special meeting of the Convocation must be convened by the President within two months of the receipt by the Registrar of a written request signed by not less than one hundred members, stating by way of specific motion the business for consideration at such meeting.

11.10 A notice of a meeting of the Convocation, with a short statement of the business must be published by the Registrar on the University website at least twenty-one days and no more than thirty days before the day appointed for such meeting, and where appropriate, sent via email to the last known email address of Convocation members on the Convocation database.

11.11 No business other than that for which the meeting was called may be dealt with at a special meeting.

Quorum at meetings of the Convocation

11.12 One hundred members of the Convocation constitute a quorum.

11.13 In the event of there being no quorum at the time determined for the meeting, the meeting shall adjourn without motion or vote, for fifteen minutes, after which the meeting will be deemed to be quorate if no fewer than 51 members are present, whether present in person or by virtual attendance.

11.14 In the event that a quorum or deemed quorum is not achieved or lost during the course of a meeting, no further business may be discussed, and the meeting may be

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rescheduled.

Procedure at meetings of the Convocation

11.15 The meetings of the Convocation shall be subject to the provisions and procedures as set out in this Statute, and the applicable standing orders.

Activities of the Convocation

11.16 The Convocation-

11.16.1 subject to the provisions of paragraphs 11.18 to 11.25, elects such number of members to serve on the Council as the Convocation is entitled to elect in terms of paragraph 8.2.8;

11.16.2 elects the Executive Committee of Convocation members;

11.16.3 discusses such matters as may have been referred to it by the Council during the period since the previous meeting of the Convocation or such matters pertaining to the University as may have come to the attention of the President of the Convocation since the previous meeting;

11.16.4 may discuss any matter relating to the University or referred to it by the Council, and may convey its decision thereon to the Council.

11.17 As soon as possible after a meeting of the Convocation, a copy of all resolutions passed by the Convocation and a statement on any other matters on which decisions were passed by the Convocation must be sent to the Council for information.

Election of members of the Council

11.18 Whenever the Convocation has to elect member(s) to serve on the Council in terms of paragraph 8.2.8, the Registrar must, at least two months before the relevant annual general meeting, invite the Convocation, by publication of such invitation on the University website, to nominate in writing a member of the Convocation for election as a member of the Council, and each nomination must be accompanied by a written motivation.

11.19 Each nomination, must be signed by not less than five members of the Convocation and countersigned by the member so nominated to signify their acceptance of such nomination, and must be lodged with the Registrar not less than one month before the date set for such election.

11.20 Members of Convocation who intend to vote in an election for members to serve on Council, must register to vote in terms of the applicable process or rules as published from time to time.

11.21 If, upon the expiry of the period contemplated in paragraph 11.18, the number of persons nominated does not exceed the number of vacancies, the Registrar immediately declares such person/s duly elected.

11.22 In the event of more persons being nominated than the number of vacancies, an election by paper ballot or electronic means will be held, and the Registrar must, not less than three weeks prior to the election date contemplated in paragraph 11.18, publish on the University website the names of the duly nominated candidates in alphabetical order.

11.23 The Registrar acts as a returning officer at all elections.

11.24 The candidates, equal to the number of vacancies existing, receiving the highest number of votes are declared duly elected by the secretary of the Convocation.

11.25 Where the number of votes recorded for two or more candidates is equal and affects the result of the election, the Registrar must announce a re-election between the candidates who received the equal number of votes, and the candidate, or candidates as the case may be, who receives the highest number of votes in such re-election

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must be declared duly elected.

Roll of the Convocation

11.26 The Institutional Advancement Office must keep the Convocation roll, and a member of the Convocation is required to register their name and contact details, as determined by the Institutional Advancement Office, with the said Office and to notify them of any change of such details.

11.27 The Convocation roll is proof that a person whose name appears thereon at the time of a meeting of, or election by, the Convocation is entitled to attend such meeting or to register to vote in Convocation elections, and that a person whose name does not appear therein is not so entitled.

Executive Committee of Convocation

11.28 The Convocation shall establish an Executive Committee to assist with the performance of its activities.

11.29 The Executive Committee consists of the office-bearers as set out in 11.2 above, and three additional members of Convocation as elected by the Convocation from its own ranks, for a three-year term.

11.30 The meetings of the Executive Committee of the Convocation shall be subject to the provisions and procedures as set out in this Statute, and the applicable standing orders.

11.31 The outcome of meetings of the Executive Committee must be submitted to the Convocation annual general meeting, or general meeting, for ratification.

11.32 None of the members of the Executive Committee shall have executive authority or powers.

Election of Members of the Executive Committee

11.33 The election of the office bearers and the three additional members shall be done in accordance with the Convocation standing orders.

11.34 A special election may be held at an annual general meeting to elect an office-bearer or fill a casual vacancy in the Executive Committee, should it be required.

CHAPTER 12
Donors

12.1 For purposes of this Statute, the donors shall comprise those persons or organisations, excluding those bodies contemplated in paragraphs 8.2.10 and 8.2.11, government departments and parastatal organisations, who made a donation to the University during a specified period, and in compliance with all criteria to be determined by the Executive Management after consultation with Council, from time to time.

12.2 The Executive Management shall be empowered to determine criteria from time to time, including the minimum donation threshold, and the period of donation, to qualify as a donor in terms of paragraph 12.1.

12.3 The Executive Management shall identify and compile a list of donors on the basis of the criteria determined in terms of paragraph 12.1 which list shall be maintained and kept up-to-date by the department of the University responsible for fundraising.

12.4 Subject to paragraph 8.2.9, the relevant committee responsible for membership of the Council and committees shall recommend donors to the Council, from the list

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of donors contemplated in paragraph 12.3, for appointment as members of the Council.

CHAPTER 13
Vacancies Do Not Affect Powers

13. Subject to the provisions of the Act, a vacancy in the office of Chancellor or Vice-Chancellor/Rector or a deficiency in the number of the members of the Council, the Senate, the Institutional Forum or the Students' Representative Council does not affect or impair the corporate existence of the University or any of the powers, rights, duties and privileges conferred by the Act and this Statute upon the University, the Council, the Senate, the Institutional Forum, or the student's representative Council.

CHAPTER 14
Students' Representative Council

Constitution

14.1 The constitution of the Students' Representative Council, which forms part of the rules, must provide for –

14.1.1 the composition of the Students' Representative Council;

14.1.2 the election of members of the Students' Representative Council;

14.1.3 the election of office bearers of the Students' Representative Council;

14.1.4 the number of meetings of the Students' Representative Council, the quorum at meetings and meeting procedures; and

14.1.5 the general functions of the Students' Representative Council.

14.2 The Students' Representative Council is not a juristic person and is not the bearer of its own rights, except that it exists as a structure according to the provisions of the Act, with powers delegated to it by the Council.

14.3 The constitution of the Students' Representative Council will have no legal force and effect unless such constitution is, or any amendments thereto are, approved by the Council.

Composition

14.4 Only students registered for a qualification at the University are eligible to serve as members of the Students' Representative Council.

Functions and Duties

14.5 The students of the University are represented by the Students' Representative Council in matters that may affect such students.

14.6 The matters contemplated in paragraph 14.5 include –

14.6.1 liaison with the Council, the Senate, the Executive Management, the general public, other higher education institutions, Students' Representative Councils of other higher education institutions, national and international student organisations, unions and news media;

14.6.2 being an umbrella organisation for all student committees, clubs, Councils and societies, granting or withdrawing recognition of such student committees, clubs,

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Councils and societies as it deems appropriate;

14.6.3 the co-ordination and supervision of the use of students' facilities and all matters pertaining thereto, in conjunction with the executive management;

14.6.4 the convening and conducting of all authorised meetings of the student body and to be the managing body in all general referenda and petitions organised by the students within the University's Rules;

14.6.5 the appointment of such office-bearers and the establishing of such committees as it deems necessary;

14.6.6 the organisation and promotion of extramural activities among students;

14.6.7 keeping account of all moneys paid over to it by the Council and any other moneys which may accrue to it in its capacity as representative of the students and allocating and disbursing such funds for use by students as well as making grants to approved clubs, committees, societies and Councils;

14.6.8 the responsibility for the preservation of order at student functions and meetings and the ensuring of good conduct at such functions and meetings;

14.6.9 the co-ordination of student involvement in all community projects initiated by it;

14.6.10 the responsibility for student publications;

14.6.11 the recommendation to the Council of rules to determine the conduct of its affairs;

14.6.12 the final decision making in all matters falling within its jurisdiction; and

14.6.13 such additional functions and privileges as may be specifically conferred on it by the Council.

Term of office

14.7 The term of office of the members of the Students' Representative Council is one year.

Committees

14.8 The Students' Representative Council may establish such committees as it may deem fit.

CHAPTER 15
Student Discipline

Code of conduct

15.1 The Council, after consultation with the Senate and the Students' Representative Council, must prescribe a code for student conduct and behaviour as well as disciplinary rules and procedures where a student of the University has transgressed any provision of such code.

Disciplinary measures

15.2 Every student of the University is subject to the code of conduct and disciplinary rules and procedures contemplated in paragraph 15.1.

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CHAPTER 16
Employees

Staffing establishment

16.1 The Council determines the academic as well as the professional, support or administrative staffing establishment of the University.

16.2 Academic employees as well as the professional, support or administrative staff members of the University are appointed by the Council, provided that the Council must consult with the Senate, or with a committee of the Senate appointed for that purpose or with a joint committee of the Council and the Senate appointed for that purpose, before an academic employee is appointed.

Secondment of staff

16.3 The Council, after consultation with the Senate, may second any employee of the University, with the employee's consent, to the service of a body or person for such period and on such conditions as the Council may determine in consultation with the Senate.

Conditions of service

16.4 Subject to applicable laws with regard to employment, and any regulations made thereunder, the Council must determine the conditions of service, disciplinary provisions, duties, privileges and functions of the employees of the University.

Disciplinary measures

16.5 Every academic employee and every professional, support or administrative staff member of the University is subject to such code of conduct, disciplinary measures and disciplinary procedures as may be determined by the Council, provided that such measures and procedures may only be made or amended after consultation with an organisation representing such employees and recognised by the Council as such, should such organisation exist.

Declaration of interests

16.6 An employee of the University must, in writing –

16.6.1 before they assume office, declare any business that may raise a conflict or possible conflict of interest with the University; and

16.6.2 notify the University of any conflict or possible conflict of interest before the University procures any goods or services from the employee or an organisation within which the employee holds an interest.

16.7 An employee of the University may not conduct business directly or indirectly with the University which would entail or may entail a conflict of interest with the University unless the Council is of the opinion that –

16.7.1 the goods, product or service in question are unique;

16.7.2 the supplier is a sole provider; and

16.7.3 it is in the best interests of the University.

16.8 An employee of the University may not on behalf of the University contract (as defined in section 34 of the Act) with themselves or any entity in which they have a direct or indirect financial or personal interest.

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CHAPTER 17
Faculties, Academic Departments and Schools

17 The Council may, on the recommendation of and in concurrence with the Senate, and subject to such other approvals as may be required in terms of the Act or any regulation made thereunder, establish or disestablish such faculties, academic departments or similar academic structures, centres and institutes it deems appropriate.

CHAPTER 18
Institutes and Centres

18.1 A body created for the management of an institute or centre has the power, subject to the authority of the Council and the Senate, to –

18.1.1 determine the policy and programme of such institute or centre and to exercise control over the execution thereof and in particular, without derogating from the generality of the aforegoing, to undertake research, publication, training and the rendering of services to the University or to the community in connection with it and with the other activities associated with it;

18.1.2 make recommendations to the Council, after consultation with the Senate, on the creation of posts and the appointment of staff in such institute or centre;

18.1.3 prepare estimates of revenue and expenditure for such institute or centre and control the funds allocated or donated to it; and

18.1.4 perform such other activities as may be necessary for the efficient management of such institute or centre.

CHAPTER 19
Admission

Admission to University

19.1 Subject to the provisions of the Act, the Council must, after consultation with the Senate, determine the admissions policy of the University and must publish such policy and make it available on request.

19.2 Subject to the provisions of the Act, the Council, with the concurrence of the Senate, must –

19.2.1 determine entrance requirements in respect of particular programmes and courses of study offered by the University;

19.2.2 determine the number of students who may be admitted to a particular programme or course of study offered by the University; and

19.2.3 determine the minimum requirements for readmission to study at the University, and may refuse readmission to any student who fails to satisfy such minimum requirements.

Award of credits and exemptions

19.3 Subject to the provisions of the admissions policy contemplated in paragraph 19.1, and to the provisions of paragraphs 19.4, 19.5 and 19.6, the Senate may –

19.3.1 grant credit for a course prescribed for a degree, diploma or certificate to a student who has completed a course or courses or other work which the Senate considers

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equivalent at another university, or at any institution, whether in or outside the Republic of South Africa;

19.3.2 grant exemption from a course prescribed for a degree, diploma or certificate to a student who has completed a course or courses or work which the Senate considers equivalent at another university, or at any institution, whether in or outside the Republic of South Africa; and

19.3.3 accept as part of the period of attendance and registration prescribed for a degree, other than an honours degree of bachelor, diploma or certificate, a period or periods of attendance and registration, at another university, or at any institution, whether in or outside the Republic of South Africa.

19.4 Except on good cause shown by the student in question, in which case the Senate may exercise its discretion, the Senate may not grant credit for more than half of the courses prescribed for the degree, diploma or certificate in question in respect of a course, or courses, or other work completed at another university, or at any institution, whether in or outside the Republic of South Africa.

19.5 A candidate for the granting of credit or an exemption in respect of a degree, diploma or certificate must attend and be registered as a student of the University –

19.5.1 for a one-year programme, for a full academic year;

19.5.2 for a three-year programme, for at least two academic years, one of which must be the final year;

19.5.3 for a four-year programme, for at least the final two years; or

19.5.4 for a five- or six-year programme, for at least three academic years, including the final two years.

19.6 The combined periods of attendance and registration at the University, and at another university or institution, whether in or outside the Republic of South Africa, accepted by the Senate as contemplated in paragraph 19.3.3 must be not less than the minimum period prescribed by the Senate for the degree, diploma or certificate in question.

19.7 The Senate may –

19.7.1 grant credit for a course prescribed for a degree, diploma or certificate to a student who has completed the course, or an equivalent course, while registered at the University for another degree, diploma or certificate; and

19.7.2 accept, as part of the period of registration prescribed for the degree, diploma or certificate, all or part of a period of attendance at the University while registered for another degree, diploma or certificate, provided that where the degree, or degrees, diploma or diplomas, certificate or certificates concerned has or have been conferred or awarded the Senate may not –

19.7.3 grant credit for more than half of the prescribed courses except to the extent that it grants credit for courses previously completed over and above the requirements prescribed for the completed degree, diploma or certificate; or

19.7.4 accept as part of the prescribed period of attendance and registration –

19.7.4.1 for a one-year programme, any period;

19.7.4.2 for a three-year programme, more than one and a half years;

19.7.4.3 for a four-year programme, more than two years; or

19.7.4.4 for a five- or six-year programme, more than three years.

Admission to equivalent status at University

19.8 Subject to such provisions as may be contained in the Act or this Statute, the Council may on the recommendation of the Senate –

19.8.1 admit a graduate of any other university or any institution considered by the Senate

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to be equivalent to the University, whether in or outside the Republic of South Africa, to a status at the University equivalent to that which they possess at such other university or institution; and

19.8.2 admit as a candidate for the honours degree of bachelor or for the degree of master or doctor of the University any person who has passed at any other university or institution, whether in or outside the Republic of South Africa, considered by the Senate to be the equivalent to the University, such examinations as in the opinion of the Senate are equivalent to or higher than the examinations prescribed for a degree of the University which is a prerequisite for such honours degree of bachelor or degree of master or doctor of the University.

CHAPTER 20
Examinations and Other Tests

20 An examination or other test of the University must be conducted under the control of the Senate and in the manner determined by the Senate.

CHAPTER 21
Language Policy

21 Subject to the provisions of the Act and any policy determined by the Minister, the Council, with the concurrence of the Senate, must determine the language policy of the University, publish such policy and make it available on request

CHAPTER 22
Student Support Services

22 Subject to the provisions of the Act, the Council must, after consultation with the Students' Representative Council, provide for a suitable structure to advise the Council and the Senate on policy for student support services within the University.

CHAPTER 23
Degrees, Diplomas and Certificates

Conferment

23.1 Subject to the provisions of the Act and this Statute, the University may confer such degrees in a faculty as it may deem fit.

23.2 Subject to the provisions of Chapter 24, the University may not confer a degree upon any person who has not attained the required standard of proficiency in an

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examination or other test.

23.3 Subject to the provisions of the Act and this Statute, the University may award a diploma or certificate to any person who has pursued a course of study provided by the University and who has complied with the requirements for such diploma or certificate.

Withdrawal

23.4 The Council, at the request and instance of the Senate, may withdraw the award or conferment of any qualification –

23.4.1 that was awarded or conferred in error; or

23.4.2 if the recipient of such qualification had committed a dishonest or fraudulent act in connection with the obtaining thereof,

provided that –

23.4.3 the necessary due process has been followed, as prescribed in the rules; and

23.4.4 the decision to withdraw a qualification must be a resolution passed at a meeting of the Council by a majority vote, consisting of not less than three quarters of the number of members present at the meeting, whether present in person or by virtual attendance.

CHAPTER 24
Honorary Degrees and UWC Medal

Conferring of Honorary Degrees and UWC Medal

24.1 The University may, by resolution of the Council passed on the recommendation of the Senate, and without examination, confer an Honorary Degree of Doctor in any faculty or a UWC Medal upon any person who has rendered distinguished services in the advancement of any branch of learning, or upon any person who the Council may deem worthy of such Degree or Medal, provided that such person exemplifies the values and purposes of the University.

Candidates for Honorary Degrees and UWC Medal

24.2 The procedure relating to the nomination of a candidate for the award of an Honorary Degree or UWC Medal shall be determined by the Council after consultation with the Senate.

Voting on conferring of Honorary Degrees and UWC Gold Medal

24.3 Voting with regard to the conferring of an Honorary Degree or UWC Medal shall take place by ballot.

24.4 Decisions to confer an Honorary Degree or UWC Medal in either the Council or the Senate, as the case may be, are valid only if two-thirds of the members present at the meeting, whether present in person or by virtual attendance, vote in favour of the proposal.

Consideration of proposals

24.5 The procedure relating to the consideration of proposals to confer honorary degrees or UWC Medal to be adopted by the Council and the Senate shall be determined by the Council after consultation with the Senate.

Does not entitle to practice

24.6 The award of an honorary degree to a person does not entitle that person to practice any profession nor use the title Doctor.

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CHAPTER 25
General Assembly

25 A General Assembly of the University is only called under certain circumstances. It is an extraordinary event, convened on special occasions, with the aim of uniting all constituencies in a joint stance on an issue of national importance. The role of the General Assembly is to adopt resolutions reached by consensus in the University. A decision to call a General Assembly is made by the Council of the University. The Chancellor presides over the Assembly and the Vice-Chancellor/Rector or University Registrar issues the notice to convene the Assembly. The following constituencies present their statements: the Chancellor of the University; the Chairperson of Council; the Chairperson of Senate; the Chairperson of the Institutional Forum; the President of the Students' Representative Council; and the President of Convocation. Other representatives may speak at a General Assembly subject to confirmation by the University.

CHAPTER 26
Repeal

26 The Statute of the University of the Western Cape, published under Government Notice No. 10177, Vol 639, 7 September 2018, is hereby repealed in its entirety.

CHAPTER 27
Transitional arrangements

27.1 Subject to the provisions of section 27(4) of the Act, no person who, at the date of the publication of this Statute in the Government Gazette, is a member of the Council in terms of paragraph 8.2 of the statute contemplated in Chapter 26 is required to vacate their membership of the Council before their term of office expires.

27.2 No person who, at the time of the publication of this Statute in the Government Gazette, is a member of the Senate in terms of paragraph 9.2 of the statute contemplated in Chapter 26 is required to vacate their membership of the Senate before their term of office expires.

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DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 8013 **16 Oktober 2026**

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

Notice is hereby given in terms of Section 11A (4) of the Restitution of Land Rights Act, 1994 (Act No. 22 of 1994), as amended, that Notice No. 963 of 2019 contained in Government Gazette No. 42561, dated 5 July 2019 ("the original notice") is hereby amended to include the following land claims as further investigations have confirmed that these land claims are related to land claim by Moretjele Morithi Elizabeth KRP 4144, a land claim that was published in the afore-mentioned gazette notice:

NO	KRPs	NAME OF CLAIMANT
1.	4149	Thokoane Lekobane
2.	4528	Moretsele Sepoeane Isaac

The above-mentioned land claims are simultaneously being processed as the "Moretsele family land claim". Further note that the Moretsele family was found to been dispossessed of right in land from a portion of land with the Remaining Extent of the farm Mooimeisjesfontein 363 KT.

Detailed Deeds information of the property under claim is as follows:

Property Description	Current Owner	Title Deed No	Total Extent of the Property	Extent of the land under claim	Endorsements	Holder
MOOIMEISJESFONTEIN 363 KT						
Portion 0 (Remaining Extent)	National Government of the Republic of South Africa.	T2765/1972PTA	864.6189HA	2556 square meters	I-12922/2012CPTA K2235/2000RMPTA K3020/1999RMPTA	- LEBOWA MINERAL TRUST LEBOWA MINERAL TRUST

Take **Further Notice** that the Office of the Regional Land Claims Commissioner: Limpopo is processing the above-mentioned land claims. Any party that has an interest in the above-mentioned property is hereby invited to submit in writing within **14 Days** of the publication of this notice, any comments or objections to the Regional Land Claims Commissioner: Limpopo, using the under-mentioned contact details, citing claim reference numbers: **KRPs 4144, 4149 and 4528.**

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

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

Mr. LEBJANE HARRY MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER
DATE: 2026/09/21

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 8014 **16 Oktober 2026**

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

AMENDMENT OF NOTICE 1839 OF 2005 AS CONTAINED IN GOVERNMENT GAZETTE NO: 28083 DATED 7 OCTOBER 2005 IN RESPECT OF A LAND CLAIM LODGED BY MR. EBRAHIM ABRAMJEE, LAND CLAIM REFERENCED B0301

Notice is hereby given in terms of Section 11A (4) of the Restitution of Land Rights Act, 1994 (Act 22 of 1994) read together with section 11 (1) (c) of the Restitution of Land Rights Act, 1994 (Act 22 of 1994) as amended, that an amendment is hereby made to Gazette Notice No 1839 of 2005 contained in Government Gazette No: 28083 dated 7 October 2005. The Gazette is amended to correct the claimed properties as follows:

REF NO.	CLAIMANT & CLAIMED EXTENT	OLD PROPERTY DESCRIPTION	CURRENT PROPERTY DESCRIPTION	CURRENT LANDOWNERS	EXTENT (HA)	DEED OF TRANSFER	INTERESTED PARTIES
B0301	Mr. Ebrahim Abramjee Claimed Extent = 56,875 square metres	Portion A of Lot No. 226 (1305 Hector Street) situate in Hector and Liberty Streets in the former Township of Lady Selborne And Portion 16 (a portion of portion 15) of the farm Zandfontein	Erven 858 of Lady Selborne Extension 1	City of Tshwane Metropolitan Municipality	4.2717	T95418/2002	Land Claimant, the current landowners and City of Tshwane Metropolitan Municipality
			Erven 1018 of Lady Selborne Extension 1	City of Tshwane Metropolitan Municipality	0.1189	T95418/2002	
			Erven 1019 of Lady Selborne Extension 1	City of Tshwane Metropolitan Municipality	0.1026	T95418/2002	
			Erven 1020 of Lady Selborne Extension 1	City of Tshwane Metropolitan Municipality	0.1026	T95418/2002	
			Erven 1021 of Lady Selborne Extension 1	City of Tshwane	0.1076	T95418/2002	

AMENDMENT OF NOTICE 1839 OF 2005 AS CONTAINED IN GOVERNMENT GAZETTE NO: 28083 DATED 7 OCTOBER 2005 IN RESPECT OF A LAND CLAIM LODGED BY MR. EBRAHIM ABRAMJEE, LAND CLAIM REFERENCED B0301

		317 JR		Metropolitan Municipality			
			Erven 1022 of Lady Selborne Extension 1	City of Tshwane Metropolitan Municipality	0.0972	T95418/2002	
			Erven 1023 of Lady Selborne Extension 1	City of Tshwane Metropolitan Municipality	0.0972	T95418/2002	
			Erven 1030 of Lady Selborne Extension 1	City of Tshwane Metropolitan Municipality	0.1887	T95418/2002	
			Erven 1031 of Lady Selborne Extension 1	City of Tshwane Metropolitan Municipality	0.1540	T95418/2002	
			Erven 1032 of Lady Selborne Extension 1	City of Tshwane Metropolitan Municipality	0.1540	T95418/2002	
			Erven 1033 of Lady Selborne Extension 1	City of Tshwane Metropolitan Municipality	0.2058	T95418/2002	
			Erven 1034 of Lady Selborne Extension 1	City of Tshwane Metropolitan Municipality	1.1315	T95418/2002	
			Erven 1035 of Lady Selborne Extension 1	City of Tshwane	1.5955	T95418/2002	

AMENDMENT OF NOTICE 1839 OF 2005 AS CONTAINED IN GOVERNMENT GAZETTE NO: 28083 DATED 7 OCTOBER 2005 IN RESPECT OF A LAND CLAIM LODGED BY MR. EBRAHIM ABRAMJEE, LAND CLAIM REFERENCED B0301

				Metropolitan Municipality			
			Erven 1110 of Lady Selborne Extension 1	City of Tshwane Metropolitan Municipality	0.1026	T95418/2002	
			Erven 1111 of Lady Selborne Extension 1	City of Tshwane Metropolitan Municipality	0.1026	T95418/2002	
			Erven 1112 of Lady Selborne Extension 1	City of Tshwane Metropolitan Municipality	0.1026	T95418/2002	
			Erven 1113 of Lady Selborne Extension 1	City of Tshwane Metropolitan Municipality	0.1026	T95418/2002	
			Erven 1114 of Lady Selborne Extension 1	City of Tshwane Metropolitan Municipality	0.1026	T95418/2002	
			Erven 1115 of Lady Selborne Extension 1	City of Tshwane Metropolitan Municipality	0.1026	T95418/2002	
			Erven 1116 of Lady Selborne Extension 1	City of Tshwane Metropolitan Municipality	0.1189	T95418/2002	
			Erven 1117 of Lady Selborne Extension 1	City of Tshwane	0.1229	T95418/2002	

AMENDMENT OF NOTICE 1839 OF 2005 AS CONTAINED IN GOVERNMENT GAZETTE NO: 28083 DATED 7 OCTOBER 2005 IN RESPECT OF A LAND CLAIM LODGED BY MR. EBRAHIM ABRAMJEE, LAND CLAIM REFERENCED B0301

				Metropolitan Municipality			
			Erven 1118 of Lady Selborne Extension 1	City of Tshwane Metropolitan Municipality	0.1004	T95418/2002	
			Erven 1119 of Lady Selborne Extension 1	City of Tshwane Metropolitan Municipality	0.0826	T95418/2002	
			Erven 1120 of Lady Selborne Extension 1	City of Tshwane Metropolitan Municipality	0.0847	T95418/2002	
			Erven 1121 of Lady Selborne Extension 1	City of Tshwane Metropolitan Municipality	0.0869	T95418/2002	
			Erven 1122 of Lady Selborne Extension 1	City of Tshwane Metropolitan Municipality	0.0840	T95418/2002	
			Erven 1123 of Lady Selborne Extension 1	City of Tshwane Metropolitan Municipality	0.0840	T95418/2002	
			Erven 1124 of Lady Selborne Extension 1	City of Tshwane Metropolitan Municipality	0.0902	T95418/2002	
			Erven 1125 of Lady Selborne Extension 1	City of Tshwane	0.0840	T95418/2002	

AMENDMENT OF NOTICE 1839 OF 2005 AS CONTAINED IN GOVERNMENT GAZETTE NO: 28083 DATED 7 OCTOBER 2005 IN RESPECT OF A LAND CLAIM LODGED BY MR. EBRAHIM ABRAMJEE, LAND CLAIM REFERENCED B0301

				Metropolitan Municipality			
			Erven 1126 of Lady Selborne Extension 1	City of Tshwane Metropolitan Municipality	0.0840	T95418/2002	
			Erven 1127 of Lady Selborne Extension 1	City of Tshwane Metropolitan Municipality	0.0840	T95418/2002	
			Erven 1128 of Lady Selborne Extension 1	City of Tshwane Metropolitan Municipality	0.0840	T95418/2002	
			Erven 1129 of Lady Selborne Extension 1	City of Tshwane Metropolitan Municipality	0.0910	T95418/2002	
			Erven 1130 of Lady Selborne Extension 1	City of Tshwane Metropolitan Municipality	0.0910	T95418/2002	
			Erven 1131 of Lady Selborne Extension 1	City of Tshwane Metropolitan Municipality	0.0840	T95418/2002	
			Erven 1132 of Lady Selborne Extension 1	City of Tshwane Metropolitan Municipality	0.0840	T95418/2002	
			Erven 1133 of Lady Selborne Extension 1	City of Tshwane	0.0840	T95418/2002	

AMENDMENT OF NOTICE 1839 OF 2005 AS CONTAINED IN GOVERNMENT GAZETTE NO: 28083 DATED 7 OCTOBER 2005 IN RESPECT OF A LAND CLAIM LODGED BY MR. EBRAHIM ABRAMJEE, LAND CLAIM REFERENCED B0301

				Metropolitan Municipality			
			Erven 1134 of Lady Selborne Extension 1	City of Tshwane Metropolitan Municipality	0.1378	T95418/2002	
			Erven 1135 of Lady Selborne Extension 1	City of Tshwane Metropolitan Municipality	0.0840	T95418/2002	
			Erven 1136 of Lady Selborne Extension 1	City of Tshwane Metropolitan Municipality	0.1222	T95418/2002	
			Erven 1137 of Lady Selborne Extension 1	City of Tshwane Metropolitan Municipality	0.1136	T95418/2002	
			Erven 1138 of Lady Selborne Extension 1	City of Tshwane Metropolitan Municipality	0.1251	T95418/2002	
			Remaining extent of portion 16 of the farm Zandfontein 317 JR	Not registered at Deeds Office	29.7876	Not registered at Deeds Office	
			Remaining extent of portion 29 of the farm Zandfontein 317 JR	Not registered at Deeds Office	247.7967	Not registered at Deeds Office	

AMENDMENT OF NOTICE 1839 OF 2005 AS CONTAINED IN GOVERNMENT GAZETTE NO: 28083 DATED 7 OCTOBER 2005 IN RESPECT OF A LAND CLAIM LODGED BY MR. EBRAHIM ABRAMJEE, LAND CLAIM REFERENCED B0301

			Portion of Sarel Avenue	City of Tshwane Metropolitan Municipality			

have been submitted to the Regional Land Claim Commission and that the Commission on Restitution of Land Rights will investigate the claim in terms of the provisions of the Act in due course. Any interested person who has an interest in the above-mentioned land claim is hereby invited to submit, within ninety (90) working days from the publication any comments/information to:

Chief Directorate: Land Restitution Support Gauteng Province
Private Bag X03
ARCADIA
0007
Tel: (012) 310-6500
Fax: (012) 324-5812

MR. L.H MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER
DATE: 22/09/22

AMENDMENT OF NOTICE 1839 OF 2005 AS CONTAINED IN GOVERNMENT GAZETTE NO: 28083 DATED 7 OCTOBER 2005 IN RESPECT OF A LAND CLAIM LODGED BY MR. EBRAHIM ABRAMJEE, LAND CLAIM REFERENCED B0301

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 8015 **16 Oktober 2026**

GENERAL NOTICE IN TERMS OF RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT 22 OF 1994) AS AMENDED

Notice is hereby given in terms of **Section 11(1) of the Restitution of the Land Rights Act 1994 (Act 22 of 1994) as amended**, that a **Land claim** for **Restitution of Land Rights** has been lodged by **Mr. Mtondo Aaron Nkosi [310110 5115 086]** on behalf of **Nkosi Family** on the property mentioned hereunder situated in **Emakhazeni Local Municipality**, under **Nkangala District of Mpumalanga Province: KRP 11928**

CURRENT PARTICULARS OF THE PROPERTY
ZWARKOPPIES

Description of property and	Owner of Property	Title Deed Number	Extent of Property	Bonds	Bond Holder	Other Endorsements
Portion 11 of the farm Zwarkoppies 316 JT	Finbond Mutual Bank	T13161/2012	750.3251ha [Extent under claim by Nkosi family is 70.4004ha]	None	None	None

The Regional Land Claims Commissioner, Mpumalanga Province will investigate all the claims in terms of the provisions of the Act. Any party interested in the above-mentioned property is hereby invited to submit within **30 (thirty days)** from the date of publication of this notice any comments, or further information to:

Commissioner for Restitution of Land Rights
Private Bag X7201
Witbank
1035

MR. L.H. MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER
MPUMALANGA PROVINCE
DATE: 2026/02/25

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 8016 **16 Oktober 2026**

GENERAL NOTICE IN TERMS OF RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT 22 OF 1994) AS AMENDED

Notice is hereby given in terms of Section 11(1) of the Restitution of the Land Rights Act 1994 (Act 22 of 1994) as amended, that a Land claim for Restitution of Land Rights has been lodged by Mr Saduna Richard Simelane, ID No. 510925 5558 086 KRP 7621 on behalf of Ngwenya Family on the property mentioned hereunder situated in Dr. Prixley Ka Isaka Seme Local Municipality, under Gert Sibande District of Mpumalanga Province

CURRENT PARTICULARS OF THE PROPERTY

SANDSPRUIT 95 HS

Description of property and	Owner of Property	Title Deed Number	Extent of Property	Bonds	Bond Holder	Other Endorsements
Remaining Extent of Portion 1 of the farm Sandspruit 95 HS	Louw Catherina Salomina	T2019/1978	147.9352ha [Extent under claim by Ngwenya family is 146.6439ha]	None	None	No

The Regional Land Claims Commissioner, Mpumalanga Province will investigate all the claims in terms of the provisions of the Act, any party interested in the above mentioned property is hereby invited to submit within **30 (thirty days)** from the date of publication of this notice to submit any comments, or further information to:

Commissioner for Restitution of Land Rights
Private Bag X7201
Witbank
1035

CHECKED BY: MR. L.R. MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER
MPUMALANGA PROVINCE

DATE: 20 24/12/25

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 8017 **16 Oktober 2026**

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

Notice is hereby given in terms of section 11 (1) of the Restitution of Land Rights Act, 1994 (Act No.22 of 1994 as amended) that a claim for restitution of land rights on:

Reference	:	**KRO:6/2/2/D/81/0/0/3**
Claimant	:	**Mr. July Thafeni**
Property Description	:	**Portion of Farm Versam No. 347**
Extent of Land	:	**5 034 Square Meters**
Title Deed	:	**N/A**
Date Claim Submitted	:	**22 December 1998**
Current Owner(s)	:	**Farrington Farming (Pty) Ltd**

Has been submitted to the Regional Land Claims Commissioner for the Eastern Cape and that the Commission on Restitution of Land Rights will investigate the claim in terms of the provisions of the Act in due course.

Any person who has an interest in the above-mentioned land is hereby invited to submit, within ninenty (90) days from the publication of this notice, any comments/information to:

Office of the Regional Land Claims Commissioner : Eastern Cape
Department of Agriculture, Land Reform and Rural Development
PO Box 1375
East London
5200
Tel: 043 700 6000, Fax : 043 743 3687

Mr. L.H. Maphutha
Regional Land Claims Commissioner

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

NO. 8018 **16 Oktober 2026**

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

Notice is hereby given in terms of section 11 (1) of the Restitution of Land Rights Act, 1994 (Act No.22 of 1994 as amended) that a claim for restitution of land rights on:

Reference **: 6/2/3/D/51/792/979/33**

Claimant **: Ms. Minah Mkhuza**

Property Description	Property Extent (Hectares)	Title Deed	Current Owner	Municipality
Erf 52058 Ibhayi (Erf 498 Bethelsdorp has been consolidated into Erf 4135 Bethelsdorp and Erf 4135 consolidated into 52058 Ibhayi, Gqeberha , Eastern Cape Province)	97,0092 (The affected extent is 300 sqm)	T36244/1985	Nelson Mandela Bay Metropolitan Municipality	Nelson Mandela Bay Metropolitan Municipality

Date Claim Submitted **: 07th of December 1998**

Has been submitted to the Regional Land Claims Commissioner for the Eastern Cape and that the Commission on Restitution of Land Rights will investigate the claim in terms of the provisions of the Act in due course.

Any person who has an interest in the above-mentioned land is hereby invited to submit, within ninety (90) days from the publication of this notice, any comments/information to:

Office of the Regional Land Claims Commissioner : Eastern Cape
Department of Land Reform and Rural Development
PO Box 1375
East London
5200
Tel: 043 700 6000, Fax : 043 743 3687

Mr. L.H. Maphutha
Regional Land Claims Commissioner
Date: 2026/09/14

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 8019 **16 October 2026**

Companies and Intellectual Property Commission
a member of the dtic group

N O T I C E

COMPANIES AND INTELLECTUAL PROPERTY COMMISSION (CIPC)

Taking into consideration that CIPC official office days are Mondays to Fridays and does not include weekends or public holidays, notice is hereby given in terms of and for purposes of the Acts mentioned in the Schedule below, that CIPC will be closed to the public from **10h00 on Thursday 24 December 2026 and will re-open on Monday 4 January 2027.**

The CIPC Offices at –
a) the Department of Trade, Industry and Competition (the dtic) (77 Meintjies Street, Block F – Entfutfukweni) in Sunnyside, Pretoria;
b) Sancardia Building, 541 Madiba Street, Arcadia, Pretoria;
c) Bathopele Building, 91 Commissioner Street, Johannesburg;
d) Norton Rose House No 8, Shop Number 3, Riebeek Street, Thibault Square, Cape Town; and
e) CIPC Kiosk in Pavilion Shopping Centre in Jack Martens Drive in Westville;
Note: CIPC intends to move from Pavillion Shopping Mall to 214 Dr Pixley Kaseme Street in Durban within the next few months.
will re-open at 08h00 on Monday 4 January 2027.

The lodgment of documents and services of legal documents will be accepted on Wednesday 23 December 2026 until 15h30.

The days from Thursday 24 December 2026 up to and including Friday 1 January 2027 will be regarded as *dies non* for purposes of the stated Acts.

CIPC offers different lodgment / filing methods for certain services to its customers. During this period, services processed by automated means will continue to be processed while those services which require back-office intervention / finalisation e.g. services which require scanned documents to be e-mailed to dedicated e-mail addresses or uploaded via electronic platforms e.g. New E-Services, will only resume from Monday 4 January 2027.

Please also take note that with regards to name reservations, all reserved names that would have lapsed between Thursday 24 December 2026 up to and including Friday 1 January 2027, will now have their reservation dates moved forward to Monday 4 January 2027and will, therefore, only elapse on that date.

SCHEDULE

Trade Marks Act, 1993
Patents Act, 1978
Design Act, 1993
Copyright Act, 1978
Companies Act, 2008
Close Corporations Act, 1984
Co-operatives Act, 2005
Registration of Copyright in Cinematograph Film Act, 1977

Kind regards.

Rory Voller
Signed by Rory Voller, RVoller@cipc.co.za
17/09/2026 14:10:29(UTC+02:00) SIGNIFLOW

Rory Voller
Commissioner: CIPC

The dtic Campus (Block F - Entfutfukweni), 77 Meintjies Street, Sunnyside, Pretoria
P.O. Box 429, Pretoria, 0001
Call Centre: 086 100 2472 | +27 87 743 7000 (International)
Website: www.cipc.co.za
@CIPC - Companies and Intellectual Property Commission @theCIPC YouTube @theCIPC

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 8020 **16 October 2026**

Companies and Intellectual Property Commission
a member of the dtic group

CO-OPERATIVES THAT HAVE BEEN REMOVED FROM THE REGISTER

1.**KIJIMA CONSTRUCTION EMPLOYEE PRIMARY CO-OPERATIVE LIMITED (2016/003866/24)**

2. UMINATHI MAKDESH PRIMARY CO-OPERATIVE LIMITED (2020/003754/24)

3. REBOHLE LEPHALALE TRANSPORT (2022/605226/24)

4. EMPIRE MANUFACTURING WORKER PRIMARY CO-OPERATIVE LIMITED (2017/002229/24)

Notice is hereby given that the names of the abovementioned Co-operatives will, after the expiration of thirty days from the date of this notice, be struck off the register in terms of the provisions of section 71A of the Co-operatives Amendment Act, No 6 of 2013.

Any objections to this procedure, which interested persons may wish to raise, must together with the reasons, therefore, be lodged with this office before the expiration of the period of thirty days.

REGISTRAR OF CO-OPERATIVES

Office of the Registrar of Co-operatives

Dtic Campus

77 Meintjies Street

Pretoria

0002

GENERAL NOTICES • ALGEMENE KENNISGEWINGS

DEPARTMENT OF EMPLOYMENT AND LABOUR

NOTICE 4196 OF 2026

LABOUR RELATIONS ACT, 1995

BARGAINING COUNCIL FOR THE FAST FOOD, RESTAURANT, CATERING AND ALLIED TRADES: EXTENSION TO NON-PARTIES OF THE MAIN COLLECTIVE AGREEMENT

I, **NOMAKHOSAZANA METH**, Minister of 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 Fast Food, Restaurant, catering and Allied Trades,** and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry, with effect from the second Monday after the date of publication of this Notice and for the period ending on 31 August 2028.

.....

MS N METH, MP

MINISTER OF EMPLOYMENT AND LABOUR

DATE: 6 October 2026

SCHEDULE

BARGAINING COUNCIL FOR THE FAST FOOD, RESTAURANT, CATERING AND ALLIED TRADES

MAIN COLLECTIVE AGREEMENT

Concluded in accordance with the provisions of the Labour Relations Act, No 66 of 1995, made and entered into by and between

CATRA

AND

GUARDIAN EMPLOYERS' ORGANISATION (GEO)

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

AND

FOOD AND ALLIED WORKERS UNION (FAWU)

AND

FEDERAL COUNCIL OF RETAIL AND ALLIED WORKERS (FEDCRAW)

AND

FUTURE OF SOUTH AFRICAN WORKERS UNION (FOSAWU)

AND

HOSPITALITY, INDUSTRIAL, CATERING, RETAIL AND ALLIED WORKERS UNION (HICRAWU)

AND

HOTEL, LIQUOR, CATERING, COMMERCIAL AND ALLIED WORKERS UNION (HOTELICCA)

AND

JUSTICE FOR ALL WORKERS OF SOUTH AFRICA (JAWSA)

AND

NATIONAL UNION OF METAL WORKERS OF SOUTH AFRICA (NUMSA)

AND

SOUTH AFRICAN COMMERCIAL CATERING AND ALLIED WORKERS UNION (SACCAWU)

AND

UNIVERSITY AND ALLIED WORKERS UNION (UAWU)

1. SCOPE OF APPLICATION

(1) The terms of this agreement (as further extended, renewed and amended from time to time), shall be observed in the registered scope and sector of the Fast Food, Restaurant, Catering and Allied Trades as set out in Annexure "1" attached to this agreement -

(a) By all employers who are members of the employers' organisations and their employees and by all employees who are members of the trade unions

(b) In all the areas defined in Annexure "1" attached to this agreement.

2. PERIOD OF OPERATION OF AGREEMENT

(1) This agreement shall apply to non- parties on a date fixed by the Minister of Employment and Labour to be the effective date from which the Agreement shall be extended to become binding on non-parties and the Agreement shall remain in force for the period ending 31st August 2028.

(2) This Agreement shall come into operation for parties on the date of signature, and the Agreement shall remain in force for the period ending 31st August 2028.

2(A) PROHIBITION OF FURTHER NEGOTIATION

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

(2) The provisions contained in this Agreement (as further extended, renewed and amended from time to time), shall apply to all employers who are members of the employers' organisations and their employees and by all employees who are members of the trade unions party to this agreement.

3. INDUSTRIAL ACTION

(1) No person bound by the provisions of this Agreement entered into by the parties shall engage in or participate in a strike or lock-out or any conduct in the furtherance of a strike or a lock-out in respect of any matter regulated by this Agreement for its duration.

(2) The forum for negotiation and conclusion of substantive agreements on wages, benefits and other conditions of employment between the members of the employers' organisations party to this Agreement, on the one hand and employees and trade unions on the other hand, shall be the Council and not at shop floor level.

(3) No trade union or employers' organisation may attempt to induce or compel or be induced or compelled by any natural or juristic person or other organisation, by any form of strike or lock-out, to negotiate the issues referred to in paragraph 1 above, at any level other than this Council

(4) Any inconsistent provisions of collective procedural agreements between employers and trade unions and their members shall be regarded by such parties as amended to accommodate the

provisions of paragraph 2, and 3 above and shall not be binding on the parties to the extent that the provisions of such agreements conflict with those of paragraph 2 and 3 above.

4. DEFINITIONS

Unless the context otherwise indicates, any expression which is used in this agreement, and which is defined in the Act shall have the same meaning as in the Act and for the purpose of this Agreement an employee shall be deemed to be in that class in which he is wholly or mainly engaged: furthermore, unless inconsistent with the context –

"adoption order" means an adoption order as envisaged in the Children's Act, 2005 (Act No 38 of 2005);

"adoptive parent" has the meaning assigned to it in section 1 of the Children's Act, 2005(Act No 38 of 2005);

"agent" means any person employed by the Council and appointed in terms of its Constitution and who collects contributions on behalf of the Council or a third party and who may be delegated to investigate a complaint or carry out any other tasks which may be allocated to such person;

"agreement" means this Agreement, and "Collective Agreement" has a corresponding meaning;

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

"actual wage" means the wage rate per hour which an employer actually pays an employee in respect of the ordinary hours of work and "Wage" and "Prescribed Wage" have a corresponding meaning;

"assistant bartender" means an employee who, under the supervision of a bartender, does the work of a bartender, but who is not responsible for stock in a bar;

"assistant clerk/cashier" means an employee who, under the supervision of a clerk/cashier, does the work of a clerk/cashier, and has less than one year's experience;

"assistant manager" means an employee who is specifically charged by his employer to assist the manager in his duties and who may act on behalf of the manager in his absence;

"baker" means an employee who prepares, makes and bakes wheaten products, confectionary and who is responsible for the control of stock;

"bartender" means an employee who is engaged in supplying liquor to customers over a counter and receiving payment for it, and who is responsible for the balancing of the liquor stock and cash receipts for the liquor sales;

"bread" without limiting the ordinary meaning of the term, includes buns, rolls, or any similar wheaten, rye or maize products;

"Basic Conditions of Employment Act" means the Basic Conditions of Employment Act, 1997 (Act 75 of 1997) as amended;

"café" without limiting the ordinary meaning of the term, means a business licensed or required to be licensed, under item 20 "cafe keeper" of the Transvaal License Ordinance, 1974 (Ordinance No 19 of 1974 as amended from time to time);

"cashier" see clerk

"casual employee" means an employee, other than a special function casual employee, who is employed by the same employer on not more than three days in any week: provided that such casual employee may be employed on not more than four days in any week in which a paid public holiday falls, and may also be employed during any one or more of the following periods:

a) 6 December to 15 January
b) Shows and exhibitions
c) The Easter weekend.

"catering" means the provisions of meals, ready-made meals, wheaten products, confectionery and/or refreshments, alcoholic or non-alcoholic;

"catering assistant" means an employee who: -

(a) prepares food and any one or more of the following: Sandwiches (plain or toasted), fruit salads, salads, vegetables, hamburgers, hot dogs, waffles, pancakes, pizzas, pies, curry and rice, common pan foods, grills, popcorn, fish and chips, vetkoek and grilled chicken, and / or assists with the preparation of the menu of the establishment;

(b) execute orders, transmits orders and places such items of food mentioned in paragraph (a), and cold prepared foods, prepared salad dressings, stews, boiled meats and/or vegetables either on plates or in containers ready for conveyance to the customer, airlines or take away;

(c) operates an ice-cream dispenser and/or soda fountain and/or semi-automatic machine;

(d) receives verbal or written orders from customers, waiter, or a wine steward for the supply/handling over to him of bottles of alcoholic or non-alcoholic drinks;

"chef" means an employee in a managerial position who is in position of a chef's certificate and is in charge of the preparation, presentation and quality of food, training and supervision of kitchen employees and stock control;

"chef de partie" means an employee who under the supervision of a management and or sous chef is responsible to perform the duties of a sous chef allocated to him/her.

"child" means a person who is under 18 years of age;

"clerk/cashier" means an employee engaged in any one or more of the following duties:

a) clerical work, i.e. writing, typing, filing and payroll administrator;

b) operating office equipment, greeting and assisting customers to their tables, checking and controlling of dining rooms;

c) operating a cash register, and being responsible for balancing receipts and disbursements;

d) being in charge of stores and responsible for production control, receiving, storing, assembling, packing and/or unpacking goods in a store or warehouse, and for the delivery of such goods;

e) operating a telephone switchboard, but does not include any other class of employee elsewhere defined in this clause, notwithstanding the fact that clerical work as herein defined may form part of such employee's work;

"commission work" means work where an employer and a commission worker have agreed in writing before the work commences that the commission worker will on a regular basis perform work on which commission will be paid;

"commission worker" means a person who agrees in writing with the owner of an establishment to work odd shifts when required by the owner on which a commission will be paid at the end of each shift, week/month. Provided that the commission worker shall not work more than 36 hours in any week;

"commissioning parent" has the meaning assigned to it in section 1 of the Children's Act, 2005 (Act No 38 of 2005);

"cook" means an employee, who is engaged in preparing, cooking and the presentation of food in an establishment and who may be responsible for the organisation of the kitchen and the control of stock in a kitchen

"Council" means the Bargaining Council for the Fast Food, Restaurant, Catering and Allied Trades;

"counter assistant" means an employee who serves customers at a counter and takes orders verbally or telephonically who may receive payment for the goods sold, but excludes a bartender and assistant

bartender;
"day" means a period of 24 consecutive hours calculated from the time an employee commences work;
"delivery employee" means an employee who delivers or collects messages, letters, documents or goods;
"designated agent" means any person appointed by the Minister at the request of the Council in terms of section 33 of the Act to promote, monitor and enforce compliance with the Agreement;
"dispute" includes an alleged dispute;
"driver" means a person employed to drive a motor vehicle and includes any time spent on work connected to the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;
"emergency work" means-

(a) any work which, owing to unforeseen circumstances such as fire, storms, accident, epidemic, act of violence, civil unrest, theft or a breakdown of a plant, motor vehicles or machinery, must be done without delay;
(b) any work in connection with the loading or unloading of –
   i. trucks or vehicles of the South African Transport Services; or
   ii. a vehicle used by a cartage contractor in the fulfilment of his contract as such with the South African Transport Services; or
(c) any work in connection with the provisioning of aircraft;
(d) Any work in connection with the guarding of premises or property for security reasons during building operations or structural alterations;

"employee" means:

(a) any person excluding an independent contractor and a commission worker, who works for another person and who receives, or is entitled to receive any remuneration; and
(b) any other person who in any manner assists in carrying on or conducting the business of an employer, and further includes an employee who is employed by a labour broker or temporary employment service in the Sector, as defined and "employed" and "employment" have a meanings corresponding to that of an employee;

"employer" means any person whomsoever who employs or provides work for any person or who permits such person whomsoever in any manner to assist him/her in the carrying on or conducting of a business in the Sector, as defined, and who remunerates or expressly or tacitly undertakes to remunerate such person; and "employ" or
"employment" have corresponding meanings;
"establishment" means any place in or in connection with which one or more persons are employed in the Fast Food, Restaurant, Catering and Allied Trade sector and scope and includes clubs, caterers and or canteens operating for gain;
"exemptions committee" means a committee established to consider applications for exemption from the provisions of this Agreement;
"extra-heavy motor vehicle" means a motor vehicle, the gross vehicle mass or the gross combination mass of which exceeds 16 000kg;
"fixed-term contract" means a contract in writing which stipulates the period of the employment contract and termination date and does not raise future expectations of continued or further employment;
"food supervisor" means an employee who under the direction of the employer, manager or assistant manager supervises the work of the employees preparing food;

"functions supervisor" means an employee who is personally in charge of and responsible for the activities at a particular special function;

"general assistant" means an employee engaged in any one or more of the following duties:

a) making porridge and preparing meals for the exclusive consumption of the employees of the establishment;
b) packing or wrapping edibles for sale or delivery;
c) assisting with the checking of stores under supervision;
d) checking crockery, glassware, napery and other pantry requirements and checking dining equipment and tables;
e) cleaning premises, machinery, the workplace, scullery, clothing or any article;
f) cleaning, plucking or cutting raw poultry, raw fish or raw meat as part of the cleaning process, cleaning or peeling of fruit and vegetables, cutting of fruit and vegetables and cutting bread;
g) checking, stacking, moving goods, moving or setting tables, assisting with orders and with the serving of customers;
h) making or maintaining a fire and removing ashes and refuse;
i) vending, collecting and/or delivering orders off the premises and accepting payment therefore;
j) making tea, coffee, cocoa or similar beverages;
k) loading and offloading;
l) repetitive mass-measuring to a set mass-meter;
m) opening or closing packets, containers or parcels;
n) heat closing of polythene or similar pre-filled containers;
o) gardening, sharpening knives;
p) controlling hygiene;
q) decanting into other containers, except for table use;
r) guarding premises or other movable or immovable property by day, but excluding a watchman;

"griller" see catering assistant;

"gross vehicle mass" in relation to a motor vehicle, means the maximum mass of such vehicle and its load as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority;

"head cook" means an employee who does the work of a cook and is in charge of a kitchen where three or more cooks are employed;

"head waiter/ head wine steward" see receptionist;

"heavy motor vehicle" means a motor vehicle, the gross vehicle mass or gross combination mass of which exceeds 9 000kg but does not exceed 16 000kg;

"incapacity" means inability to work owing to ill health or injury;

"independent exemptions board" means a body as referred to in Section 32(3) (e) of the Act;

"kitchen supervisor" means an employee who fall under the direction of the employer/manager or assistant manager, supervise the work of the employees in an establishment and is in charge of stock;

"law" includes the common law;

"light motor vehicle" means a motor vehicle, the gross vehicle mass or gross combination mass of which does not exceed 3 500kg;

"manager" means an employee who is charged by his employer with the overall supervision, responsibility for and direction of the activities carried on, in or in connection with that section of the establishment that has been placed under his authority, and who is directly responsible to the employer, and further includes the provision of attendance registers to all employees and the daily completion thereof as well as of the wage register when so instructed by his employer. Provided that where fewer than six employees are employed, this employee shall be deemed to be a supervisor;

"management trainee" means an employee who is employed for a period of 18 months in various departments of an establishment, for the purpose of being trained as a manager;

"meals" without limiting the ordinary meaning of the term includes pies, pastries, pizza, vetkoek, confectionary, snacks, take away meals, savouries, pastries, shawarmas, pancakes or any edible or drinkables fit for human consumption;

"medical practitioner" means a person entitled to practice as a medical practitioner in terms of section 17 of the Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act No 58 of 1974), as amended, from time to time;

"medium motor vehicle" means a motor vehicle, the gross vehicle mass or the gross combination mass of which exceeds 3 500kg but does not exceed 9 000kg;

"midwife" means a person registered or enrolled to practice as a midwife in terms of section 16 of the Nursing Act 1978 (Act No 50 of 1978), as amended from time to time;

"minister" means the Minister of Employment and Labour;

"month" means the period extending from a day in any month up to and including the proceeding day corresponding numerically to the first-mentioned day in the following month, e.g. 7 April to 6 May;

"monthly wage" means an employee's weekly wage multiplied by four and a third;

"motor vehicle" means any self- propelled vehicle with an engine capacity exceeding 200cm^3 used for conveying goods and includes a mechanical horse, a motor cycle or a motor tricycle and a tractor;

"new employer" means the owner of a business newly established in the trade, during the first 12 months of its existence in the trade, who at no time employs more than ten employees in the aggregate: Provided that if the existing business undergoes a change of name or ownership (including a change of directors, members or partners) while largely retaining the same employees and/or clients, it shall not be regarded as a new employer;

"night work" means work performed after 18h00 and before 06h00 the next day;

"ordinary hours of work" means the hours of work permitted in terms of the Basic Conditions of Employment Act, 1997 clause 9;

"operational requirements" means requirements based on the economic, technological, structural or similar needs of an employer;

"overtime" means the time that an employee works during a day or a week in excess of ordinary hours of work;

"part-time driver" means an employee who is ordinarily engaged in work other than driving a motor vehicle, but who on more than two days in any week is engaged in driving a motor vehicle for not more than three hours in the aggregate on any such day, and for the purpose of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent while in charge of the vehicle, on work connected with the vehicle or the load;

"part-time employee" means an employee (other than a part-time driver) employed by the establishment for not more than 30 ordinary hours of work in any week;

"premises" includes any land, structure, vehicle or vessel;

"paid holiday" means any day that is a paid public holiday in terms of the Public Holidays (Act No. 36 of 1994);

"paid leave" means any annual leave, paid sick leave, paid union representative leave or paid family responsibility leave that the employee is entitled to in terms of this agreement;

"probation" means the period determined in advance by an employer requiring a newly hired employee to work, to give an employer an opportunity to evaluate the employee's performance and capabilities before the appointment of the employee is confirmed;

"receptionist/head waiter/head wine steward" means an employee who is engaged in making reservations in respect of tables, allocating seats and showing customers to their seats and is specifically charged by the employer or manager with supervisory responsibility over general assistants;

"refreshments" without limiting the ordinary meaning of the term shall include all edibles and drinkables fit for human consumption;

"registered scope" as defined in Annexure "1" attached to this agreement;

"remuneration" means any payment in money or in kind. or both in money and in kind, excluding any gratuity, gift or (tips) received from a customer for service rendered. made or owing to any person in return for that person working for any other person, and remunerate has a corresponding meaning;

"sandwich" means one or more slices of fresh or toasted bread, rolls, scones or buns with filling on or between such slice or slices, but excludes snacks or savouries;

"secretary" means the General Secretary of the Council and includes any official nominated or delegated by the Council to act on behalf of or perform the duties of the Secretary;

"sector" as defined in Annexure "1" attached to this agreement;

"security guard" means an employee who is engaged in any one of the following duties:

(a) authorized searching of goods, vehicles and persons;
(b) supervising or controlling one or more watchmen; and
(c) controlling or reporting on the movement of persons or vehicles through check-points or gates, and who may be required to perform any or all duties prescribed for a watchman;

"serve" means to send by registered post, telegram, telefax or to deliver by hand;

"small employer" means an employer who does not employ more than ten (10) employees at any time;

"special function casual employee" means an employee who is employed on hourly or daily basis for not more than three days in any week: Provided that he/she may work for not more than four days in any week:

a) in which a public holiday falls;
b) the period between 6 December and 15 January;
c) during shows and exhibitions;
d) the Easter weekend;

"special function supervisor" means an employee who supervises staff at a special function under the direction of the employer or manager;

"sous chef" means an employee who is responsible for planning and directing food preparation in the kitchen, train new chefs, cooks, create the work schedule, make sure all food is of the best quality, making sure that all kitchen equipment, appliances and cooking instruments are at all times in working order, making sure that all kitchen staff abide by the employer's rules and regulations and kitchen duties, stock control, product supply rotation, menu tasting and to ensure safety precautions and sanitary provisions are taken as well as to ensure a safe and clean working environment.

"supervisor" means an employee who under the direction of the employer, manager or assistant manager supervises the work of the employees in an establishment;

"surrogate motherhood agreement" has the meaning assigned to it in section 1 of the Children's Act, 2005 (Act no 38 of 2005);

"trade union representative" means a trade union representative who is entitled to exercise the rights contemplated in section 14 of the Labour Relations Act, 1995;

"uniforms" means an apparel that includes an overall, coat, dress, skirt, blouse, pinafore, cap, apron or footwear;

"waiter/wine steward" means an employee other than a bartender, clerk/cashier or counter assistant, who performs any one or more of the following duties:

a) serving meals and/or refreshments (whether alcoholic or non-alcoholic) to customers at tables or counters;
b) receiving payment for any order taken or executed and being responsible for payment;
c) setting and/or clearing tables;
d) checking and/or controlling dining-room and/or other pantry equipment;
e) filling butter and/or jam dishes and/or cruets, and may make salads;

"wage" means the amount of money paid or payable to an employee in respect of ordinary hours of work or, if they are shorter, the hours an employee ordinarily works in a day or week, excluding any gratuity, tips or gifts received from a customer for service rendered;

"watchman" means an employee who is engaged, mostly at night, in any one or more of the following duties:

a) guarding, protecting or patrolling premises, buildings, structures or fixed or movable property;
b) handling dogs in the performance of any or all of the duties referred to in (a);

"week" in relation to an employee, means the period of seven days within which the working week of that employee falls; and

"workplace" means any place where an employee works.

5. WAGES

Exemptions

Where a small employer or his employee can satisfy the Council that any provisions of the Agreement are restricting entrepreneurial initiative and / or employment opportunities, such an employer or employee may apply to the Council for exemption from the specific provisions and the Council may grant such an exemption.

An employee on probation earns ten percent (10%) less than the prescribed hourly wages for a period not exceeding 3(three) months which should not be less than the hourly wage prescribed by the National Minimum Wage Act. The hourly wages prescribed pertain to the payment of ordinary hours of work as prescribed in clause 9. Should statutory legislation reduce these ordinary hours of work the wages will automatically be reduced proportionately, bearing in mind the overtime aspect.

(1) The hourly wage, excluding any gratuity or tips which shall be paid to each employee for the ordinary hours that the employee works in the area prescribed in sub – clause (5) (2), is set out hereunder of this clause and no employer shall pay, and no employee shall accept wages lower than the hourly wage prescribed in this clause. **Provided** that, if the prescribed hourly wage paid to an

employee for ordinary hours worked is less than the national minimum wage it shall be adjusted to be the same as determined by the Minister in schedule 1 of the National Minimum Wage Act and published in the Government Gazette. Provided further that the wages so prescribed may be reduced by not more than 10 percent by a small employer as defined in clause 4.

(2) **(Employees employed in the Bargaining Council's registered scope and sector as set out in "Annexure "1" attached to this agreement.**

PRESCRIBED RATE PER HOUR IN RAND(S) FOR THE PERIOD(S)

Category Class	Current rate to 31/05/2026	From 01/06/2026 To 31/05/2027	From 01/06/2027 And Thereafter
	Hourly Rate	Hourly Rate	Hourly Rate
CHEF /MANAGER/ SOUS CHEF	R53.88	R57.65	R61.69
ASSISTANT MANAGER	R37.81	R40.46	R43.29
JUNIOR SOUS CHEF/ BARTENDER/ CASHIER/CLERK/SECURITY GUARD/ SUPERVISOR	R33.60	R35.95	R38.47
ASSISTANT BARTENDER/ ASSISTANT CASHIER	R30.85	R33.00	R35.31
HEAD COOK/HEAD WAITER/ HEAD WINE STEWARD MANAGER TRAINEE/ RECEPTIONIST	R30.85	R33.00	R35.31
CHEF DE PARTIE/ KITCHEN SUPERVISOR	R30.85	R33.00	R35.31
COUNTER ASST/PART – TIME DRIVER/WAITER/WINE STEWARD	R30.77	R32.92	R35.22
EMP. NOT SPECIFIED ELSWHERE	R30.77	R32.92	R35.22
MOTOR VEHICLE DRIVER (S) (A)EXTRA HEAVY	R31.67	R33.88	R36.25
(B) HEAVY	R30.87	R33.03	R35.34
(C)LIGHT FORKLIFT DRIVER	R30.77	R32.92	R35.22
BAKER/COOK	R30.77	R32.92	R35.22
CATERING ASSISTANT/ GENERAL ASSISTANT/ DELIVERY EMPLOYEE	R30.77	R32.92	R35.22
WATCHMAN	R30.77	R32.92	R35.22
Provided that if the prescribed hourly wage above, is less than the National Minimum Wage, it shall automatically be increased to be the same as determined by the Minister in Schedule 1 of the National Minimum Wage Act.			
Employees other than the employees referred to in clause 9(11)(1) earning more than the prescribed wage above shall receive an annual increase of 4%.			

2 (A) Part time Employee

(1) Part time employees shall be paid in respect of ordinary hours of work as prescribed in clause 9, not less than the hourly wage prescribed in sub clause 5(2) above for an employee of the same class as the one in which he is employed.

2 (B) Annual Bonus

(1) All employees other than part time, commission workers and employees earning in excess of the threshold (Clause 9(11), who are employed by the same employer for a minimum of:

(a) 12 consecutive months, shall receive one week's wages as an annual bonus payable during December,

(b) 24 consecutive months shall receive 2 week's wages as an annual bonus payable during December.

(2) An employer, other than a small employer shall pay an employee other than a part-time, casual, special-function casual, and commission workers the following as an annual bonus payable during December:

i) three weeks wages for three years of completed service;
ii) Four weeks wages for four or more years completed service.

(3) Commission workers:

(1) The owner/management of an establishment and a commission worker may agree in writing that the commission worker will perform the duties of a waiter if and when so required by the owner on which commission will be paid at the end of each shift/week/month.

(2) The owner/management shall pay a commission worker the rates applicable for commission work as agreed: Provided that if during any calculation period, the commission worker does not earn an amount equivalent to at least the prescribed minimum wage for waiters, excluding any gratuity or tips, the owner shall pay the commission worker not less than the applicable minimum wage as prescribed for waiters for the hours that the commission worker worked. It is agreed that 5% deduction fee is applicable in respect of credit cards tips, gratuities or gifts for administration and bank charges.

(3) Commission workers to receive a funeral benefit, with both parties contributing in equal portions to the monthly contribution in the amount of R12-50 each as per Clause 21(B) of this agreement. This benefit will apply to non-parties as promulgated by the Minister.

(4) Commission workers working a minimum of 130 hours per month and for a minimum period of two (2) years and longer with the same employer, shall be eligible to join the Momentum (Funds At Work Umbrella Provident Fund).(as outlined in Clause 21(C))

(5) An agreement to perform commission work in terms of this clause shall be concluded before the work commences and shall include-

(a) the commission worker's rate of commission;

(b) the basis for calculating commission;

(c) the period over which the payment is calculated, which period may not be longer than one month;

(d) when the employer shall pay the commission to the employee, which commission may not be paid more than seven days after the end of the period in which the commission was earned; and

(e) the type, description, number, quantity, margin, profit or orders (individual, weekly, monthly or otherwise) for which the employer is entitled to earn commission.

(6) The employer shall supply the employee with a copy of the agreement to perform commission work.

(7) The commission worker may apply for full time employment as a waiter, if a vacancy exists within the establishment for a waiter and the commission worker qualifies for the position of a waiter.

(8) An employer who intends to cancel or amend the agreement in operation relating to commission work, or the rates applicable thereunder, shall give the effected employee not less than four weeks' notice of such intention.

4. Calculation of wages

(1) The wage of an employee is calculated by reference to the employee's ordinary hours of work.

(2) For the purposes of any calculation in terms of this agreement–

a) the hourly wage of a worker is obtained by –
   i. dividing the weekly wage by the ordinary number of hours worked in a week;

b) the daily wage of an employee is obtained by –
   i. multiplying the hourly wage by the number of ordinary hours worked in a day; or
   ii. dividing the weekly wage by the number of days worked in a week.

c) the weekly wage of an employee is obtained by –
   i. multiplying the hourly wage by the number of ordinary hours worked in a day multiplied by the number of days worked in a week; or
   ii. multiplying the daily wage by the number of days worked in a week; or
   iii. dividing the monthly wage by four and one-third.

d) the monthly wage of an employee is obtained by multiplying the weekly wage by four and a third.

5. Reduction of wages

An employer shall not reduce the wages of an employee who at the time this Agreement comes into operation or at any time thereafter, is paid a wage at a rate higher than the hourly rate prescribed for his grade in this Agreement, as long as he continues to work for the same employer. Provided that where a weekly – paid employee has been given one week's notice, or a monthly – paid employee two weeks' notice, of a change of conditions of employment and such employee agrees in writing to accept a transfer to a grade of work which a lower hourly wage is prescribed, this provision shall not apply.

6. **Basis of contract**

For the purpose of this clause the contract of an employment of employee other than a casual employee and a special-function casual employee, shall be on a weekly and, save as provided in clause 6(3), an employee shall be paid in respect of a week not less than 30 hours per week or 135 hours per month, provided than an employee agrees to work less than 45 hours per week.

6. PAYMENT OF REMUNERATION

(1) An employer must pay an employee –

(1) (a) in South African currency;
(b) daily, weekly, fortnightly or monthly: and
(c) in cash, by E.F.T., or by direct deposit into an account designated by the employee.

(2) Any payment in cash must be given to each employee –
(a) at the workplace:
(b) during the employee's working hours; and in a sealed envelope which becomes the property of the employee.

(3) An employer must pay an employee on the normal pay day agreed to in writing by the employee.

(4) If an employee is required to work less than four hours in any day the employee shall be paid for four hours.

(2) Information concerning pay

(1) On every pay day, the employer must give the employee a statement showing -
(a) the employer's name and address;
(b) the employee's name and occupation;
(c) the period in respect of which payment is made;
(d) the employee's wage rate and overtime rate;
(e) the number of ordinary hours worked by an employee during that period;
(f) the number of overtime hours worked by the employee during that period;
(g) the number of hours worked by the employee on a paid holiday or on a Sunday;
(h) the employee's wage;
(i) details of any other pay arising out of the employee's employment;
(j) details of any deductions made;
(k) the employer's registration number with the Unemployment Insurance Fund and the employer's contribution to the Fund; and
(l) the actual amount paid to the employee.

(2) An employer must retain a copy or record of each statement for three years.

3. Deductions and other acts concerning remuneration

(1) An employer may not make any deduction from an employee's remuneration unless –
(a) subject to sub clause 6(3) below. the employee in writing agrees to the deduction in respect of a debt specified in the agreement: or
(b) the deduction is required or permitted in terms of a law, collective agreement, court order or arbitration award.

(2) A deduction in terms of sub clause 6(3)(1)(a) may be made to reimburse an employer for loss or damage only if –
(a) the loss or damage occurred in the course of employment and was due to the fault of the employee;
(b) the employer has followed a fair procedure and has given the employee a reasonable opportunity to show why the deductions should not be made;

(c) the total amount of the debt does not exceed the actual amount of the loss or damage; and
(d) the total deductions from the employee's remuneration in terms of this sub-clause do not exceed one-quarter of the employee's remuneration in money.

(3) A deduction in terms of sub clause 6(3)(1)(a) in respect of any goods purchased by the employee must specify the nature and quantity of the goods.

(4) An employer who deducts an amount from an employee's remuneration in terms of sub-clause 6(3)(1) for payment to another person must pay the amount to the person in accordance with the time period and other requirements specified in the agreement, law, court order or arbitration award.

(5) An employer may not require or permit an employee to -
(a) repay any remuneration except for overpayments previously made by the employer resulting from an error in calculating the employee's remuneration; or
(b) acknowledge receipt of an amount greater than the remuneration actually received.
(c) pay the employer or any other person in respect of –
(i) the employment or training of the employee;
(ii) the supply of any work equipment tools; or
(iii) the supply of any work clothing.

(6) An employer may not require an employee to purchase any goods from the employer or from any person, shop or other business nominated by the employer.

(7) An employer may not levy a fine against an employee.

(8) A deduction of 5% as agreed by the parties to the agreement in respect of all credit card payments for tips, gifts and gratuities for administration and bank charges.

7. UNIFORMS

(1) An employer shall supply and maintain free of charge any uniform, overall, washable coat, cap or apron that by any law he is compelled to provide for his employee and any such uniform, overall, washable coat, cap or apron shall remain the property of the employer.

(2) An employer may require an employee to pay a deposit towards wearing apparel. This deposit shall be refunded on the apparel being returned in reasonable condition, less fair wear and tear provided that the deposit by the employee for uniforms shall not be more than the actual cost to the employer less VAT.

(3) An employer may agree with an employee that the employee shall clean his wearing apparel in his or her own time. for which the employer shall pay the employee R110.00 per month or R25.39 per week. This amount shall not be payable when the employee is off work.

8. WRITTEN PARTICULARS OF EMPLOYMENT

(1) An employer must supply an employee, when the employee commences work, with the following particulars in writing –
(a) the full name and address of the employer;
(b) the name and occupation of the employee, or a brief description of the work for which the employee is employed;
(c) the place of work, and where the employee is required or permitted to work at various places, an indication of this;
(d) the date on which employment began;
(e) the employee's ordinary hours of work and days of work;
(f) the employee's wage or the rate and method of payment;
(g) the rate of pay for overtime work;
(h) any other cash payments that the employee is entitled to;
(i) any food or accommodation that the employee is entitled to and the value of the food or accommodation;

(j) any other payment in kind received by the employee;
(k) how frequently wages will be paid;
(l) any deductions to be made from the employee's wages;
(m) the leave to which the employee is entitled to; and
(n) the period of notice required to terminate employment, or if employment is for a specific period, the date when employment is to terminate.

(2) If an employee is not able to understand the written particulars, the employer must ensure that they are explained to the employee in a language and in a manner that the employee understands.

(3) The employer must revise the written particulars if there is any change in the employee's terms of employment.

(4) An employer must retain a copy of the written particulars of employment while the employee is employed and for three years thereafter.

(5) For the purpose of assessing the capabilities of a prospective employee, he may be employed as a temporary employee for a period not exceeding three months. Provide that the employer has clearly defined, in writing, for the employee his temporary status at the time of engagement. Should his employment be retained beyond the expiration of the three months period, he shall immediately be classified as a permanent employee with a credit for service from the date when first employed.

9. HOURS OF WORK, OVERTIME AND PAYMENT FOR OVERTIME

(1) Ordinary hours of work:

(1) An employer may not require or permit an employee to work more ordinary hours than –
(a) 45 hours in any week; and
(b) nine hours on any day if the employee works for five days or less in a week; or
(c) eight hours in any day if the employee works for more than five days in any week.

(2) Overtime:

(1) An employer may not require or permit an employee –
(a) to work overtime more than four hours on any day; of
(b) 10 hours in any week;

(2) An employer shall be entitled to require an employee to work overtime on any day except on the employee's day off, and such overtime shall not exceed four hours per day and ten hours per week.

(3) Payment of overtime:

(1) An employer must pay an employee one and one-half times the employee's wage for overtime worked.

(2) Despite sub clause 9(3)(1), the employer may –
(a) pay an employee not less than the employee's ordinary wage for overtime worked and grant the employee at least 30 minutes' time off on full pay for every hour of overtime worked; or
(b) grant an employee at least 90 minutes paid time off for each hour of overtime worked.

(3) An employer must grant an employee paid time off in terms of sub clause 9(3)(2) within one month of the employee becoming entitled to it.

(4) An agreement in writing may increase the period contemplated by sub clause 9(3)(3) to twelve months.

(4) Compressed working week

(1) 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 sub-clause 9(8) without receiving overtime pay.

(2) An employer in terms of sub clause 9(4)(1) may not require or permit an employee to work –

(a) more than 45 ordinary hours of work in any week;

(b) more than 10 hours' overtime in any week; or

(c) on more than five days in any week.

(5) Averaging of hours of work

(1) Despite clause 9(1) and 9(2), the ordinary hours of work and overtime of an employee may be averaged over a period of up to four months.

(2) An employer may not permit an employee who is bound by a written agreement in terms of sub-clause 9(5)(1) to work more than –

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

(b) an average of 5 hours overtime in a week over the agreed period.

(6) Work on Sundays

(1) 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 one-half times the employee's wage for each hour worked.

(2) If the payment calculated in terms of sub clause 9(6)(1) is less than the employee's daily wage, the employer must pay the employee, for the time worked on that Sunday, the employee's daily wage.

(3) Despite sub clause 9(6)(1) and 9(6)(2), an employer may 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 the Sunday and the pay that the employee is entitled to in terms of sub-clauses 9(6)(1) and 9(6)(2).

(4) Any time worked on a Sunday by an employee who does not ordinarily work on a Sunday is not taken into account in calculating the ordinary hours of work of the employee in terms of clause 9.

(5) 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, unless the greater portion of the shift was worked on the other day, in which case the whole shift is deemed to have been worked on the other day,

(6) (a) An employer must grant paid time off in terms of sub-clause 9(6)(3) within one month of the employee becoming entitled to it.

(b) An agreement in writing may increase the period contemplated by paragraph 6(a) to 12 months.

(7) Night work

(1) An employer who requires an employee, other than a commission worker to perform night work, shall pay such an employee an amount of R1.00 per hour as a shift allowance, in addition to

the employee's salary for the hours worked between 18h00 and 06h00 or grant the employee at least 10 minutes time-off on full pay, for every hour worked at the end of each week.

(2) **Provisions of transport for night workers:**

(a) An employer who requires an employee, other than a commission worker and a part time worker to work after 21h30 shall pay such an employee Two Hundred and Thirty Rand (R230.00) per month until the 31st May 2026 and thereafter R240.00 per month as a "Late Night Allowance" provided that if an employer daily provides free transport home for late night workers, he shall not be required to pay an allowance to those employees.

(3) An employer who required an employee to perform work in an environment with hazardous substances on a regular basis after 23h00 and before 06h00 the next day must –

(a) inform the employee in writing, or orally if the employee is not able to understand a written communication, in a language that the employee reasonably understands-

(i) of any health and safety hazards associated with the work that the employee is required to perform; and

(ii) of the employee's right to undergo a medical examination in terms of paragraph (b)

(b) at the request of the employee, enable the employee to undergo a medical examination, for the account of the employer, concerning those hazards –

(i) before the employee starts, or within a reasonable period of the employee starting such work; and

(ii) at appropriate intervals while the employee continues to perform such work; and

(c) transfer the employee to suitable day work within a reasonable time if –

(i) the employee suffers from a health condition associated with the performance of night work; and

(ii) it is practicable for the employer to do so.

(4) Sub-clause 9(7)(3) applies to an employee who works after 23h00 and before 06h00 at least five times per month or 50 times per year.

(8) Meal Intervals

(1) An employer must give an employee who works continuously for more than five hours a meal interval of at least one continuous hour.

(2) During a meal interval, an employee may be required or permitted to perform only duties that cannot be left unattended and cannot be performed by another employee.

(3) an employee must be paid –

(a) for a meal interval in which the employee is required to be available for work;

(b) for any portion of a meal interval that is in excess of 75 minutes, unless the employee lives on the premises at which the workplace is situated.

(4) For the purpose of sub-clause 9(8)(1), work is continuous unless it is interrupted by a meal interval of at least 60 minutes.

(5) An agreement in writing may –

(a) reduce the meal interval to not less than 30 minutes;

(b) dispense with a meal interval for an employee who works fewer than six hours on a day.

(9) Daily and weekly rest period:

(1) An employer must grant an employee –
  (a) a daily rest period of at least twelve consecutive hours between ending work and starting work the next day;
  (b) weekly rest period of at least thirty-six consecutive hours which, unless otherwise agreed, must include Sunday.

(2) A daily rest period in terms of sub clause 9(9)(1) (a) may, by written agreement, be reduced to 10 hours for an employee –
  (a) who lives where the workplace is situated; and
  (b) whose meal interval lasts for at least three hours.

(3) Despite sub-clause 9 (1) (b), an agreement in writing may provide for a rest period of at least sixty consecutive hours every second week.

(10) Number of working days

(1) An employer shall not require or permit an employee to work more than six days per week which includes Sunday, unless it is his day off.

(11) Earning's threshold

(1) All employees earning in excess of the threshold determined by the Minister of Employment and Labour in terms of section 6(3) of the Basic Conditions Employment Act, 1997 are excluded from the provisions of this clause.

10. PUBLIC HOLIDAYS

(1) In accordance with this Agreement an employer may require an employee to work on a public holiday.

(2) If a public holiday falls on a day on which an employee would ordinarily work, an employer must pay –
  (a) an employee who does not work on the public holiday, at least the wage that the employee would ordinarily have received for work on that day;
  (b) an employee who does work on the public holiday at least double the employee's daily wage.

(3) If an employee works on a public holiday on which the employee would not ordinarily work, the employer must pay the employee an amount equal to –
  (a) the employee's daily wage; plus
  (b) the employee's hourly wage for each hour worked on the public holiday.

(4) An employer must pay an employee for a public holiday on the employee's normal pay day.

(5) 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, 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.

(6) In accordance with section 2 (2) of the Public Holidays Act, Act 1994 the parties may exchange a public holiday for any other day.

11. ANNUAL LEAVE

(1) An employer must grant an employee –
  (a) at least three weeks (21 consecutive days) leave on full pay in respect of each 12 months of employment (the annual leave cycle) during the first three years and thereafter 30 consecutive days leave; or
  (b) by agreement, at least one day of annual leave on full pay for every 17 days on which the employee worked or was entitled to be paid; or
  (c) by agreement, one hour of annual leave on full pay for every 17 hours on which the employee worked or was entitled to be paid.

(2) An employer must grant an employee an additional day of paid leave if a public holiday falls on a day during an employee's annual leave on which the employee would otherwise have worked.

(3) An employer may reduce an employee's entitlement to annual leave by the number of days of occasional leave on full pay granted to the employee at the employee's request in that annual leave cycle.

(4) An employer must grant –
  (a) the annual leave not later than six months after the end of the annual leave cycle in which leave was earned;
  (b) the leave earned in one year over a continuous period, if requested by the employee.

(5) Annual leave must be taken –
  (a) in accordance with an agreement between the employer and the employee; or
  (b) if there is no agreement in terms of paragraph (a), at a time determined by the employer in accordance with sub-clause 4.

(6) An employer may not require or permit an employee to take annual leave during: –
  (a) any other period of leave to which the employee is entitled to in terms of this Agreement; or
  (b) any period of notice of termination of employment.

(7) An employer may not require or permit an employee to work for the employer during any period of annual leave.

(8) An employer may not pay an employee instead of granting paid leave in terms of this clause except on termination of employment in terms of clause 16.

(9) An employer must pay an employee leave pay at least equivalent to the remuneration the employee would have received for working for a period equal to the period of leave, calculated at the employee's wage immediately before the beginning of the period of leave.

(10) An employer must pay an employee leave pay before the beginning of the period of leave or, by agreement, on the employee's usual pay day.

12. SICK LEAVE

(1) For the purpose of this clause "sick leave cycle" means the period of 36 months employment with the same employer immediately following: -
  (a) when the employee commenced work; or
  (b) the end of the employee's prior sick leave cycle.

(2) During every sick leave cycle, the 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.

(3) Despite sub-clause 12(2), during the first six months of work, the employee is entitled to one day's sick leave for every 26 days worked.

(4) An employer may, during the employee's first leave cycle, reduce the employee's entitlement to sick leave in terms of sub clause 12(2) by the number of day's sick leave taken in terms of sub-clause 12(3).

(5) Where an employer, at the request of the employee, pays fees for an employee's hospital or medical treatment, the fees paid may be set off against the employee's pay.

(6) An employer is not required to pay the employee in terms of this clause if the employee has been absent from work for more than two consecutive days 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.

(7) The medical certificate in terms of sub-clause 12(6) 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.

(8) 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 12(6) unless the employer provides reasonable assistance to the employee to obtain the certificate.

13. FAMILY RESPONSIBILITY LEAVE

(1) This clause applies to an employee-
   (a) who has been employed by an employer for longer than four months; and
   (b) who works at least five days a week for that employer.

(2) An employer must grant an employee, during each 12 months of employment, at the request of the employee, four days paid leave, and four days unpaid leave which the employee is entitled to take –
   (a) when the employee's child is sick; or
   (b) in the event of the death of –
      (i) the employee's spouse or life partner; or
      (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchildren or sibling.

(3) An employee may take family responsibility leave in respect of the whole or part of the day.

(4) Subject to sub-clause 13(5), an employer must pay an employee for a day's family responsibility leave-
   (a) the wage the employee would normally have received for work on that day; and
   (b) on the employee's usual pay day

(5) Before paying an employee for leave in terms of this clause, an employer may require reasonable proof of an event contemplated in sub-clause 13(2) for which the leave was required.

(6) An employee's unused entitlement to leave in terms of this clause lapses at the end of the annual leave cycle in which it accrues.

14. MATERNITY LEAVE

(1) An employee is entitled to at least four consecutive month's maternity leave.

(2) An employee may commence maternity leave –
  (a) at any time from four weeks before the expected date of birth, unless otherwise agreed; or
  (b) on a date from which a medical practitioner or a midwife certifies that it is necessary for the employee's health or that of her unborn child.

(3) An employee may not work for six weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.

(4) An employee who has a miscarriage during the third trimester of pregnancy or bears a stillborn child is entitled to maternity leave for six weeks after the miscarriage or stillbirth whether or not the employee had commenced maternity leave at the time of the miscarriage or stillbirth.

(5) An employee must notify an employer in writing, unless she is unable to do so, of the date on which the employee intends to –
  (a) commence maternity leave; and
  (b) return to work after maternity leave.

(6) Notification in terms of sub-clause 14(5) must be given –
  (a) at least four weeks before the employee intends to commence maternity leave;
  (b) if it is not reasonably practicable to do so, as soon as it is reasonably practicable.

(7) No employer may require or permit a pregnant employee or an employee who is nursing her child to perform work that is hazardous to her health or the health of her unborn child, including operating dangerous machinery or handling and/or using spray chemicals.

(8) During an employee's pregnancy, and for a period of six months after the birth of her child, her employer must offer her suitable, alternative employment on terms and conditions that are no less favorable than her ordinary terms and conditions of employment if:
  (a) the employee is required to perform night work or her work poses a danger to her health or safety or that of her unborn child; and
  (b) it is practicable for the employer to do so.

14A PARENTAL LEAVE

(1) An employee, who is a parent of a child is entitled to at least ten consecutive day's unpaid parental leave.

(2) An employee may commence parental leave on –
  (a) the day that the employee's child is born: or
  (b) the date –
    (i) that the adoption order is granted, or
    (ii) that the child is placed in the care of a prospective adoptive parent by a competent court, pending the finalization of an adoption order in respect of that child, whichever date occurs first.

(3) An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to –
  (a) commence parental leave, and
  (b) return to work after parental leave

(4) Notification is terms sub-clause (3) must be given –
  (a) at least one month before the –
    (i) employee's child is expected to be born; or
    (ii) date referred to in sub-clause 2(b); or
  (b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.

(5) The payment of parental benefits will be determined by the Minister, subject to the provisions of the Unemployment Insurance Act, 2001 (Act No. 63 of 2001).

14B ADOPTION LEAVE

(1) An employee, who is an adoptive parent of a child who is below the age of two, is subject to sub clause (6), entitled to –
  (a) unpaid adoption leave of at least ten weeks consecutively; or
  (b) the parental leave referred to in clause 14A.

(2) An employee may commence adoption leave on the date –
  (a) that the adoption order is granted; or
  (b) that a child is placed in the care of a prospective adoptive parent by a competent court, pending the finalization of an adoption order in respect of that child, whichever date occurs first.

(3) An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to –
  (a) commence adoption leave; and
  (b) return to work after adoption leave

(4) Notification in terms of sub-clause (3) must be given –
  (a) at least one month before the date referred to in sub-clause (2); or
  (b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.

(5) If an adoption order is made in respect of two adoptive parents, one of the adoptive parents may apply for adoption leave and the other adoptive parent may apply for a parental leave referred to in clause 14A. Provided that the selection of choice must be exercised at the option of the two adoptive parents.

(6) If a competent court orders that a child is placed in the care of two prospective adoptive parents, pending the finalization of an adoption order in respect of that child, one of the prospective adoptive parents may apply for adoption leave and the other prospective adoptive parent may apply for the parental leave referred to in clause 14A: Provided that the selection of choice must be exercised at the option of the two prospective adoptive parents.

(7) The payment of adoption benefits will be determined by the Minster, subject to the provision of the Unemployment Insurance Act, 2001 (Act No. 63 of 2001).

14C COMMISSIONING PARENTAL LEAVE

(1) An employee, who is a commissioning parent in a surrogate motherhood agreement is, subject to sub-clause (6), entitled to –
  (a) unpaid commissioning parental leave of at least ten weeks consecutively; or
  (b) the parental leave referred to in clause 14A.

(2) An employee may commence commissioning parental leave on the date a child is born as a result of a surrogate motherhood agreement.

(3) An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to –
  (a) commence commissioning parental leave; and
  (b) return to work after commissioning parental leave

(4) Notification in terms of sub-clause (3) must be given –
  (a) at least one month before a child is expected to be born as a result of a surrogate motherhood agreement; or
  (b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.

(5) If a surrogate motherhood agreement has two commissioning parents, one of the commissioning parents may apply for commissioning parental leave and the other commissioning parent may

apply for the parental leave referred to in clause 14A. Provided that the selection of choice must be exercised at the option of the two commissioning parents.

(6) The payment of commissioning parental benefits will be determined by the Minister, subject to the provisions of the Unemployment Insurance Act, 2001 (Act No. 63 of 2001).

15. PROHIBITION OF CHILD LABOUR AND FORCED LABOUR

(1) No person may employ a child –
  (a) who is under 15 years of age; or
  (b) who is under the minimum school leaving age in terms of any law, if this is 15 or older.

(2) No person may employ a child in employment –
  (a) that is inappropriate for a person of that age:
  (b) that places at risk the child's well-being, education, physical or mental health, or spiritual, moral or social development.

(3) An employer must maintain for three years, a record of the name, date of birth and address of every employee under the age of 18 years employed by them.

(4) Subject to the Constitution of the Republic of South Africa, all forced labour is prohibited.

(5) No person may, for his/her own benefit or for the benefit of someone else cause, demand or impose forced labour in contravention of sub-clause 15(4).

(6) A person who employs a child in contravention of sub-clauses 15(1) and 15(2) or engages in any form of forced labour in contravention of sub-clauses 15(4) and 15(5) commits an offence in terms of sections 46 and 48 of the Basic Conditions of Employment Act respectively, read with section 93 of that Act.

16. TERMINATION OF EMPLOYMENT

A. **Notice of termination of employment**

(1) A contract of employment terminable at the instance of a party to the contract may be terminated only on notice of not less that –
  (a) one week if the employee has been employed for six months or less;
  (b) two weeks if the employee has been employed for more than six months, but not more than one year.
  (c) three weeks, if the employee has been employed for one year or more.

(2) The employer and employee may agree to a longer notice period, but the agreement may not require or permit an employee to give a period of notice longer than that required of the employer.

(3) Notice of termination of contract of employment must be given in writing except when it is given by an illiterate employee.

(4) If an employee who received notice of termination is not able to understand it, the notice must be explained orally by, or on behalf of, the employer to the employee in an official language the employee reasonable understands.

(5) Notice of termination of a contract of employment given by an employer must –
  a. not be given during any period of leave to which the employee is entitled to in terms of this determination.
  b not run concurrently with any period of leave to which the employee is entitled to in terms of this determination, except sick leave.

(6) Nothing in this clause affects the right –

(a) of a dismissed employee to dispute the lawfulness or fairness of the dismissal in terms of Chapter VIII of the Labour Relations Act, 1995, or any other law; and

(b) of an employer or an employee to terminate a contract of employment with or without notice for any cause recognized by law.

B. Payment instead of notice

(1) Instead of giving an employee notice in terms of this clause, an employer may pay the employee the wages the employee would have received, if the employee had worked during the notice period.

(2) If an employee gives notice of termination of employment, and the employer waives any part of the notice, the employer must pay the wages referred to in sub-clause 16(1), unless the employer and the employee agree otherwise.

C. Payments on termination

(1) On termination of employment, an employer must pay an employee all monies due to the employee including -

(a) any remuneration that has not been paid;

(b) any paid time off that the employee is entitled to in terms of clause 9(3) or 9(6) that the employee has not taken;

(c) remuneration calculated in accordance with clause 11(9) for any period of annual leave due in terms of clause 11(1) that the employee has not taken; and

(d) if the employee has been in employment longer than four months, in respect of the employee's annual leave entitlement during an incomplete annual leave cycle as defined in sub-clause 11(1) –

(i) one day's remuneration in respect of every 17 days on which the employee worked or was entitled to be paid; or

(ii) remuneration calculated on any basis that is at least as favourable to the employee as that calculated in terms of subparagraph (i).

D. Severance pay

(1) An employer must pay an employee who is dismissed for reasons based on the employer's operational requirements, severance pay equal to one week's remuneration for each completed year of continuous service with that employer.

(2) 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 16(2).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.

(3) If there is a dispute only about the entitlement to severance pay in terms of this clause, the employee may refer the dispute in writing to the Council.

(4) The Council must attempt to resolve the dispute through conciliation and if the dispute remains unresolved, the employee may refer it to arbitration.

17. CERTIFICATE OF SERVICE

(1) On termination of employment, an employee is entitled to a certificate of service stating –

(a) the employee's full name;
(b) the name and address of the employer;
(c) the date of commencement and date of termination of employment;
(d) the title of the job or brief description of the work for which the employee was employed at the date of termination;
(e) any relevant training received by the employee;
(f) the pay at date of termination; and
(g) if the employee so requests, the reason for termination of employment.

18. RECORDS TO BE MAINTAINED

(1) Every employer must keep a register in the form set out in Annexure D for all employees working for that employer. The register must be kept on the premises where the employee works.

(2) An employer will keep a register in the form specified in Annexure B that must be signed by a commission worker when he starts and finishes work on each day that he is employed.

(3) A schedule such as that set out in Annexure G will be posted by the employer not less than seven days before the employee starts his/her weekly shifts and or commences work in a place easily accessible to the employees giving particulars of the daily shifts to be worked by the employees.

(4) A record in terms of this clause must be kept by the employer for a period of three years from the date of the last entry in the record.

19. REGISTRATION OF EMPLOYERS AND EMPLOYEES

(1) Every employer must within thirty days of falling within the registered scope of the Council register with the Council by submitting an application in the form of Annexure C.

(2) An employer must notify the council within thirty days of –

(a) any change in the particulars of the employer;
(b) sequestration of the employer's estate;
(c) liquidation of the company;
(d) change of ownership; or
(e) cessation of business activity.

(3) The council must, by the 7th of any month furnish –

(a) the employers' organisations, with details of employers registered with the Council in the preceding month.
(b) the trade unions, with a list of employees eligible for membership or who have deregistered as members.

20. PAYMENT OF CONTRIBUTIONS TO BENEFIT FUNDS

(1) For the purposes of this clause, a benefit fund is a pension, provident, retirement, medical aid or similar fund.

(2) An employer that deducts from an employee's remuneration any amount for payment to a benefit fund must pay the amount to the fund within seven days of the deduction being made.

(3) Any contribution that an employer is required to make to a benefit fund on behalf of an employee, that is not deducted from the employee's remuneration, must be paid to the fund within seven days of the end of the period in respect of which the payment is made.

(4) This section does not affect any obligation on an employer in terms of the rules of a benefit fund to make any payment within a shorter period than that required in sub-clause (2) or (3) of this clause.

21. INCOME AND EXPENSES OF THE COUNCIL

(1) (a) For the purpose of meeting the expenses of the Council, every employer shall deduct from the wages of each employee, R6.50 per month until the 31/05/2026 and thereafter R7.00 per month in the case of all employees who have worked in that month: Provided that, for the purposes of this paragraph, an employee shall be deemed to have worked during any period in which he is absent from work on paid leave or sick leave as provided in this Agreement.

(b) For the purpose of meeting the expenses of the Council for its dispute resolution function, every employer shall deduct from the wages of each employee R4.50 per month until the 30/05/2026 and thereafter R5.00 per month in the case of all employees who have worked in that month: Provided that, for the purposes of this paragraph, an employee shall be deemed to have worked during any period in which he is absent from work on paid leave or sick leave as provided in this Agreement. A separate account shall be kept by the Council for this fund.

(2) Every employer shall contribute to the funds of the Council –

(a) an amount equal to that deducted from the employees as prescribed in sub-clause (1) (a) and (b)

(b) an amount of R30.00 in respect of each establishment each month, or part thereof, during which deductions were made or were required to be made in terms of sub-clause (1), which shall be contributed by the employer himself.

(3) The total amounts deducted, or required to be deducted, in terms of sub-clause (1), from the wages of employees, together with the amounts required to be contributed by the employer in terms of sub-clause (2), shall be paid into the Council's banking account (Standard Bank, Account No: 000317918 Branch code: 000205) by not later than the 15th day of the month succeeding that month during which the deductions and contributions were made or were required to be made.

(4) A proof of payment together with a completed statement in the form of "Annexure F" showing the number of employees from whom the deductions were made or were required to be made shall be forwarded monthly by the employer to the Council by not later than the 15th day of each month succeeding that month during which the deductions were made.

(5) Notwithstanding anything to the contrary contained in this Agreement, the Council shall be entitled to a 5% collection fee on all funds administered by the Council or collected on behalf of any third party or fund, which said amounts shall accrue to the general funds of the Council. The Council, in its sole discretion, may waive the right to such entitlement.

21A. DEFAULT PAYMENTS

(1) If any payment made by an employer to discharge his obligation in terms of this agreement, is not met, the Council will impose an administration fee of R100.00 or 10% of the amount whichever is greater, to be payable by the employer on demand.

(2) Should the council institute legal action for the recovery of any moneys due to it or to an employee or employer, then the debtor will be liable for all costs of the Council on an attorney and client scale on scale c of the magistrate's court tariff.

(3) Any party who fails to claim moneys recovered by the council on his behalf in terms of this agreement within thirty-six months will forfeit the moneys to the Council.

(4) Members and officials of the Council are indemnified against all losses, charges, costs, damages and other expenses and liability they may incur or be put to concerning the bona fide execution of their duties as members and officials of the Council.

21(B) FUNERAL BENEFITS

(1) Membership of the Hospitality Group Funeral Insurance Scheme. as underwritten by Metropolitan Life Limited with Registration No. 1949/032491/06 as per policy number 4151686104 is compulsory for all employees under the age of 65 (sixty-five years) who are employed in the Scope and Sector of the Council.

(2) For the purpose of providing employees with Funeral Benefits, every employer shall, in respect of each month, deduct R12.50 from the wages payable to each employee and add to such a deduction an amount of R12.50. Provided that, for the purpose of this paragraph, an employee shall be deemed to have worked during any period in which an employee is absent from work on leave, sick leave or maternity leave as provided in this Agreement. Provided further, that the monthly contributions by the employer as well as employee's deductions must be paid during the months that the employee is absent from work.

(3) Every employer shall ensure that the amounts referred to in sub-clause (2) are paid monthly in advance by debit order or by electronic transfer to: Extra Dimension 1184 cc Reg. no. 2007/000667/23, Standard Bank, Braamfontein Branch, code 004805, Account Number: 000462136.

(4) A completed statement in the form of Annexure I showing the number of employees from whom deductions and contributions were made, or should have been made, their names and ID Numbers, shall be emailed to funeral@tshepong.co.za or faxed to (011) 672 5803 / 086 636 9333 not later than the 15th day of the month succeeding that during which the deductions and contributions were made.

21(C) PROVIDENT FUND

(1) Membership of the Momentum "Funds At Work Umbrella Provident Fund" with Registration No's 12/08/32083/1, SARS 18/20/No 36990 is compulsory for all employees other than casual employees who are employed within the Scope and Sector of the Council and who have not reached the age of sixty five (65) years.

(2) For the purpose of providing employees with Provident Fund Benefits, every employer shall in respect of each month deduct 5% from the wages payable to each employee and add to such deduction an equal amount of 5%.Every employer shall ensure that the employee's deductions as well as the employee's contributions as referred to in sub-clause 2 are paid to the Momentum administrator electronically by no later than the 7th day of the month succeeding that month during which the deductions and contributions were made.

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Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001
Contact Centre Tel: 012-748 6200. eMail: info.egazette@gpw.gov.za
Publications: Tel: (012) 748 6053, 748 6061, 748 6065

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

Government Gazette
Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Vol. 736 16 October / Oktober 2026 No. 55542

PART 2 OF 2

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

ISSN 1682-5845
9 771682 584003 55542

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(3) Every employer shall submit the participating employee's membership particulars to the administrator in prescribed electronic format and in such detail as required in terms of the Provident Fund Rules and Regulations and this Agreement by no later than the 25th of each month.

(4) Every employer within the scope and sector of the Council must complete an application in the form of "Annexure (1A)" for participation to the "Funds at Work Umbrella Provident Fund" and email the applications to the following email address: provident@tshepong.co.za.

22. MEMBERSHIP OF EMPLOYERS' ORGANISATIONS AND TRADE UNIONS AS DEFINED IN THE PREAMBLE TO THIS AGREEMENT, AND INCIDENTAL MATTERS

(1) Every employer, after prior arrangement with him, shall give reasonable facilities to the duly authorized trade union officials as defined in the preamble to this Agreement, to enter his establishment at off-peak periods for the purposes of –

(a) interviewing on trade union matters;
(b) enrolling new members;
(c) distributing documents issued by the trade union.

(2) (a) Every employer shall, for the benefit of the employers' organisation, as defined in the preamble to this Agreement, forward to the Secretary of the Council the subscription and/or levy payable by him to the said organisation in terms of that organisation's constitution, by not later than the 15th day of the month following that in which such subscription and/or levy fell due.

(b) Where an employee requests his employer in writing to deduct trade union subscriptions, the employer shall forward such amounts to the Secretary of the Council not later than the 15th of the following month of the amount so deducted. *Provided* that the employer may retain as a collection fee an amount not exceeding five percent of the amount so deducted.

(3) **Trade union representatives to the Council:** Every employer shall give to an employee who is a representative on the Council every reasonable facility to attend to his/her duties in connection with the work of the Council.

(4) The subscriptions and fees payable in terms of sub-clause (2) of this clause shall be included with the other amounts to be remitted together with Annexure "F" to this Agreement.

23. ADMINISTRATION OF AGREEMENT, AGENTS AND DESIGNATED AGENTS

(1) The Council is responsible for the administration, promoting, monitoring and enforcement of this Agreement.

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

(3) The Council may request the Minister in terms of Section 33(1) of the Act to appoint a person as a designated agent.

(4) The Council shall appoint one or more specified persons as designated agents to assist in giving effect to the terms of this agreement:

(1) A designated agent of the Council shall promote, monitor and enforce compliance with this agreement.

(2) A designated agent may:

(a) secure compliance with the Council's collective agreement by:

(i) publicizing the contents of the agreement;
(ii) conducting inspections:
(iii) investigating complaints; or
(iv) any other means the Council may adopt; and

(b) perform any other functions that are conferred or imposed on the designated agent by the Council; and

(c) a designated agent of the Council has all the powers as set out in schedule 10 of the Labour Relations Act:

(d) issue a compliance order requiring any person to comply with the collective agreement within 21 days of the date of the compliance order;

(e) a compliance order may be made an arbitration award: Provided that the parties have been given fourteen (14) days' notice that application will be made to have the compliance order made an arbitration award.

23A POWERS OF DESIGNATED AGENTS

(1) A designated agent may without warrant or notice at any reasonable time enter any workplace or any other place where an employer carries on business or keeps employment records, that is not a home, in order to enforce compliance with a collective agreement concluded in the Council.

(2) A designated agent may only enter a home or any place other than a place referred to in sub-clause (1) of this clause
(a) with the consent of the owner or occupier; or
(b) if authorized to do so by the Labour Court in terms of sub-clause (3) of this clause.

(3) The Labour Court may issue authorization contemplated in sub-clause (2)(b) of this clause only on written application by a designated agent who states under oath the reasons for the need to enter a place, in order to monitor or enforce compliance with a collective agreement concluded in the Council.

(4) If it is practicable to do so, the employer and a trade union representative must be notified that the designated agent is present at a workplace and the reason for the designated agent's presence.

(5) In order to monitor or enforce compliance with the collective agreement a designated agent may –
(a) require a person to disclose, either orally or in writing, and either alone or in the presence of witnesses, on a matter to which the collective agreements relates, and require that disclosure to be under oath or affirmation;
(b) inspect and question a person about any record or document to which a collective agreement relates;
(c) copy any record or document referred to in paragraph (b) or remove these to make copies or extracts:
(d) require a person to produce or deliver to a place specified by the designated agent any record or document referred to in paragraph (b) for inspection;
(e) inspect, question a person about, and if necessary remove an article, substance or machinery present at a place referred to in sub-clause (1) and (2) of this clause;
(f) question a person about any work performed; and
(g) perform any other prescribed function necessary for monitoring or enforcing compliance with the collective agreement.

(6) A designated agent may be accompanied by an interpreter and any other person reasonably required assisting in conducting an inspection.

(7) A designated agent must –

(a) produce on request a copy of the authorization referred to in sub-clause (3) of this clause;

(b) provide a receipt for any record or document removed in terms of sub-clause (5) of this clause and

(c) return any removed record, document or item within a reasonable time.

(8) Any person who is questioned by a designated agent in terms of sub-clause (5) of this clause must answer all questions lawfully put to that person truthfully and to the best of that person's ability.

(9) An answer by any person to a question by a designated agent in terms of this clause may not be used against that person in any criminal proceedings, except proceedings in respect of a charge of perjury or making a false statement.

(10) Every employer and each employee must provide any facility and assistance at a workplace that is reasonably required by a designated agent to effectively perform the designated agent's functions.

(11) The Council may apply to the Labour Court for an appropriate order against any person who –

(a) Refuses or fails to answer all questions lawfully put to that person truthfully and to the best of that person's ability.

(b) Refuses or fails to comply with any requirement of the designated agent in terms of this clause; or

(c) Hinders the designated agent in the performance of the agent's functions in terms of this clause.

(12) For the purpose of this clause, a collective agreement is deemed to include any basic condition of employment which constitutes a term of a contract of employment in terms of section 49(1) of the Basic Conditions of Employment Act, 1997.

It is an offence to –

(a) obstruct or attempt to improperly influence a designated agent or other person who is performing a function in terms of this Agreement;

(b) present or submit a false or forged document;

(c) pretend to be a designated agent of this Council performing a function in terms of this Agreement;

(d) refuse or fail to answer fully any lawful question put by an agent, designated agent or other person in the performance of his duties in terms of this Agreement;

(e) refuse or fail to comply with any lawful request or lawful order by a designated agent or person in the performance of his duties in terms of this Agreement;

(f) hinder or obstruct a designated agent or any other person performing a function in terms of this Agreement. Upon conviction of any of the offences mentioned in sub clause 12 above, a penalty similar to that prescribed in section 92 and 93 of the Basic Conditions of Employment Act, No 75 of 1997, as amended, may be imposed.

24. DISPLAY OF AGREEMENT

(1) The parties agree that the English version of this agreement shall determine the meaning and intention of the parties and be made available by the Council for inspection by any person at the Council's office between 09H00 and 15H00 on any working day.

(2) The employer must display a copy of this Agreement in a prominent place in the workplace and make it available to an employee on demand.

25. RIGHTS AND OBLIGATION OF THE TRADE UNION

(1) Access

(a) A trade union may, at a mutually convenient time and place, meet with the employer to discuss matters pertaining to this Agreement or any related matters.

(b) Each party will inform the other in writing of the names and status of their respective representatives.

(c) No more than two trade union officials may have access to a workplace for the purpose of meeting with the trade union representatives or their members at a time agreed with the employer but not more than once in any calendar month.

(d) The employer will specify the area in the workplace where the meeting can be held.

(e) The activities of the trade unions in the workplace will not interfere with the employer's operations and productivity with the employer having the right to vary or withdraw the access by written notice to the trade union should the interference persist.

(2) Trade union subscriptions

(a) The employer must deduct the trade union subscriptions from the wages of the employee and remit the full amount to the Union provided that –

(i) the employee is employed in the sector;

(ii) the trade union has satisfied the employer that the employee is a bona fide member of the trade union;

(iii) the trade union has lodged with the employer a stop order form.

(b) The employer may retain as a collection fee of no more than 5% of the trade union subscription deducted.

(c) The employer will not be responsible for the collection of any subscriptions that may be in arrears.

(d) The employer will submit a monthly statement to the trade union stating the names of the members in respect of whom deductions have been made, the amount and cancellations, if any.

(e) An employee may, on one month's written notice to the trade union and to the employer, cancel the stop order facility in favour of the trade union.

(3) Trade union representatives

(a) A trade union representative may assist and represent trade union members in any grievance or disciplinary hearings.

(b) A trade union representative will consult with the employer for the purposes of promoting co-operation and understanding and preventing grievances and disputes.

(c) The trade union representatives will consult with the trade union members only during breaks and not delay work operations.

(d) A trade union representative must observe the terms and conditions of employment and be subject to the same performance and disciplinary standards as other employees.

(e) The employer may, by prior arrangement, allow a trade union representative the reasonable use of photocopying, facsimile and e-mail facilities for trade union activities, but under the supervision of the employer.

(4) Election of trade union representatives

(a) Trade union representatives and their alternates will be elected by the trade union members in good standing on an ordinary work day.
(b) The election date and procedural details for the election will be agreed with the employer not less than seven days before the election.
(c) The election will not disrupt the normal working operations.
(d) The election will be by secret ballot.
(e) A trade union representative will occupy office as per Union's Constitution.
(f) The number of trade union representatives in respect of each place where the employer conducts his business will be as follows:

NUMBER OF TRADE UNION MEMBERS	NUMBER OF SHOP STEWARDS
10	One
10 – 50	Two
50 – 299	Two for the first 50 plus one for each additional 50 up to a maximum of seven
300 – 600	Seven for the first 300 plus one for every 100 additional members up to a maximum of 10

g) Only trade union members with fully paid-up membership or not being investigated, charged or found guilty of any misdemeanor and with one year of continuous service with the employer, may nominate or accept nomination for the position of a trade union representative.
h) A trade union representative or an alternate must resign from office if-
(i) he ceases to be employed by the employer;
(ii) he ceases to be a member of the trade union;
(iii) at the written request of the majority of employees in the workplace.

(5) Leave for trade union activities

(a) A trade union representative is entitled to four days paid and four days unpaid leave to attend training or any other formal activity related to his position as a trade union representative.
(b) This leave may not be taken over any period that includes a Friday, Saturday, Sunday or a public holiday.
(c) A request for such leave must be made on not less than seven days' written notice together with a letter from the trade union stating the nature and purpose of such leave.

(6) Peace obligation

(a) The parties agree not to embark or participate in any form of industrial action as a result of any dispute on any wage or their conditions of employment provided that the employer has implemented the terms of the agreement.

(7) Internal dispute resolution procedures

a) A party declaring the dispute must furnish written particulars of the dispute to the other party giving details of the nature of the dispute and the proposed terms of settlement.

b) The other party must within five working days of receipt of the notice, inform the aggrieved party in writing of its response together with its proposal for settlement.

c) A meeting of the parties will be convened within five working days of receipt by the aggrieved party of the other party's response.

d) If agreement is not reached at the meeting, the parties may consider alternative processes such as conciliation or arbitration.

e) If the dispute still remains unresolved the parties may refer it to the Council or the Commission for Conciliation, Mediation and Arbitration.

(8) Industrial action

(a) Industrial action means lock-outs and strikes as defined in the Act and includes go-slows, pickets, overtime bans, work-to-rule and product boycotts.

(b) No party may embark on or participate in industrial action until the procedures prescribed by this Agreement or the Labour Relations Act have been complied with. (see Code of Good Practice: Collective Bargaining Industrial Action and Picketing).

(9) Industrial action rules

(a) Employees on industrial action will not interfere with the employer's customers or suppliers, other employees not participating in the industrial action, members of the public or disrupt the employer's operations.

(b) The employees on industrial action will not be within twenty meters of any entrance to or access from the employer's premises.

(10) Picketing

(a) A trade union may authorize a picket by its members for the purpose of peacefully demonstrating in support of a protected strike or in opposition to a lock-out.

(b) The picket may be held in any place to which the public has access but outside the premises of the employer or with the permission of the employer, inside the employer's premises.

(c) The Commission for Conciliation, Mediation and Arbitration may at the request of the trade union or the employer establish picketing rules.

(11) Replacement labour

(a) The employer may utilize replacement labour except where the employer has implemented a lock-out.

(12) Severance pay

(a) Where an employee is dismissed for reasons based on the employer's operational requirements, the employee will be entitled to one week's severance pay for each completed year of continuous service with that employer;
(b) 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;
(c) For the purpose of determining the length of an employee's employment with an employer, previous employment with the same employer must be taken into account if the break between the periods of employment is less than one year.
(d) If there is a dispute only about the entitlement to severance pay in terms of this clause, the employee may refer the dispute in writing to the Council for con-arb proceedings.

26. THE CODE OF GOOD PRACTICE

See Schedule 8 of the Labour Relations Act of 1995.

27. FREEDOM OF ASSOCIATION

Section 4 of the Labour Relations Act, 1995, shall apply to all employees. Employees may join a trade union (subject to its constitution) and to partake in its lawful activities. Section 6 of the Labour Relations Act, 1995, shall apply to all employers. Employers may join an employer organisation (subject to its constitution) and participate in its lawful activities.

28. DISPUTE RESOLUTION FUNCTION OF THE COUNCIL

No industrial action or lock-out shall be taken by an employee(s), trade unions(s), employer's organisation(s) pending the exhaustion of the relevant procedures of this Agreement and the Labour Relations Act, 1995 (See Code of Good Practice Collective Bargaining, Industrial Action and Picketing).

28A. DISPUTES PERTAINING TO CONTRAVENTION OF THE AGREEMENT

(1) Disputes pertaining to contraventions of the Agreement must be done in the form of a sworn statement, setting out all the material fact(s) that form the basis of the complaint.
(2) On receipt of the complaint the Council shall within 14 days appoint a designated agent or official to investigate the dispute and/or may request further information, facts or data from either the employee or the employer.
(3) The designated agent or official shall within 14 days of his appointment submit a written report to the Secretary on his investigation and the steps he had taken to ensure compliance with the Agreement and the recommendation for the finalization of the complaint.
(4) The designated agent or Official may endeavor to secure a written undertaking by the employer to comply with the contravention(s) of the Agreement and obtain an agreement between the employer and employee as to any amount owed to the employee in terms of the Collective Agreement.
(5) If an employer fails to comply with a written undertaking given by the employer in terms of this clause, the Secretary may apply to the CCMA to make the undertaking an arbitration award.
(6) Should the complaint not be settled, the complainant may request the Council to convene arbitration proceeding(s) within 30 days of being served with the outcome of the investigation
(7) The referral for arbitration shall be served on the employer by the employee and the referral together with proof of service must be served on the Council.
(8) If the complainant shows good cause at any time, the Council may permit the complainant to refer

the complaint after the 30 – day limit has expired.

(9) The Council must give the parties at least 14 days' notice in writing that the complaint has been scheduled for arbitration.

(10) If a party fails to appear or be represented at the scheduled hearing, the commissioner must proceed with the arbitration on the date specified in the notice.

(11) In arbitration proceedings, a party to the complaint may appear in person or be represented only by:(a) a director or employee of that party: or (b) any member, office bearer or official of that party's registered trade union or registered employer's organisation.

(12) An arbitrator conducting an arbitration in terms of this clause has all the powers of a commissioner as set out in the Act.

(13) An arbitrator may, make an appropriate award including:

(a) ordering any person to pay any amount owing in terms of this agreement provided that any claim pertaining to clause 5,6.7.9.10. 11. 12, 13 and 16, shall not exceed the period of 12 months, from the date the complaint has been lodged at the council;

(b) charging a party an arbitration fee:

(c) ordering a party to pay the costs of the arbitration; any award contemplated in section 138(9) of the Act. Impose a fine as determined by the Minister from time to time.

(14) An award in terms of this clause in final and binding and may be enforced in terms of section 143 of the Act, when the following has been adhered to:

(a) The award was conducted under the auspices of the Council.

(b) A copy of the award was served on the respondent.

(c) Unless it is an advisory arbitration award.

(15) The Council may be agreement between the parties or on application by any party may make a written settlement agreement which is duly signed by both parties in respect of any complaint referred to the Council, an arbitration award.

(16) The maximum fines that may be imposed by an arbitrator acting in terms of this clause shall not exceed the amounts as determined by the Minister of Employment and Labour from time to time.

28A(A) DISPUTES ABOUT THE INTERPRETRATION OR APPLICATION OF THE COLLECTIVE AGREEMENT

Any dispute about the interpretation or application of this Agreement shall be referred to the Council and shall be resolved as follows: -

(1) The Council shall attempt to resolve the dispute through conciliation using a suitably qualified conciliator. Within fourteen (14) days of such referral, the Council shall convey the outcome of such conciliation to the disputants, or state that the dispute remains unresolved;

(2) If the Council fails to resolve the dispute or if any party is aggrieved by the outcome of the conciliation referred to in paragraph (1), it may within fourteen (14) days of the decision request Council that the dispute be referred to arbitration;

(3) Should the dispute be referred to arbitration, the Council shall refer the dispute to the CCMA for the purpose of such arbitration. The arbitrator shall have the power to decide upon the procedure to be followed at the arbitration hearing, in terms of section 138 of the Act. The arbitrator's decision shall be final and binding.

28B. DISPUTES PERTAINING TO INCOME AND EXPENSES OF THE COUNCIL AND CONTRIBUTIONS TO FUNDS

(1) Should an employer in tenns of this agreement fail to comply with any provisions of clause 19, 21,21A, 21B and 21C of the Agreement, the Council shall serve a compliance order on that employer.

(2) If the employer fails to comply with the compliance order, an application will be made to have the compliance order made an award or the council shall set the matter down for arbitration.

(3) The notice contemplated in 28B (2) of this clause shall be served on the employer not less than 14 days before the scheduled arbitration or the application to have the compliance order made an award.

(4) The procedures prescribed in clauses 28A (8) to 28A (16) of this Agreement shall apply to proceedings conducted under this clause.

(5) In addition, the arbitrator may impose a fine for failure to comply with clause 21, 21A, 21B, and 21C of this Agreement.

(6) Any person upon whom a fine has been imposed in terms of this clause, files an application to review and set aside an award in terms of 28B (5). any objection to pay a fine is suspended pending the outcome of the application.

(7) The maximum fines that may be imposed by an arbitrator acting in terms of this clause shall not exceed the amounts as determined by the Minister from time to time.

28C. RULES FOR THE CONDUCT OF PROCEEDINGS BEFORE THE BARGAINING COUNCIL FOR THE FAST FOOD, RESTAURANT, CATERING AND ALLIED TRADES

Rules for the conduct of proceedings before the Council pertaining to the disputes in the Labour Relations Act, No 66 of 1995 as amended shall be the same as that of the Commission for Conciliation, Mediation and Arbitration as amended and, published in the Government Gazette read with the changes to the context as required. Provided that any reference in the rules to:

(a) "Commission" must be read as a reference to the Council;
(b) "Commissioner" must be read as a reference to a conciliator or arbitrator appointed by the Council;
(c) "Director" must be read as a reference to the Secretary of the Council or any person appointed by the Council to assist and or perform the duties of the Council's Secretary.

29. EXEMPTIONS

(1) (a) The Council hereby confirms the status of an Exemptions Committee to consider applications for exemption from any of the provisions of this Agreement.
(b) Any party or non-party may lodge an appeal to the Independent Appeals Board – established by the Council in terms of section 32 of the Act – against the decision(s) taken by the Exemption Committee, or the withdrawal of such, an exemption. **Provided that:** no representative, office-bearer, or official of a trade union or employers' organisation party to the Council may be a member of the Independent Appeal board or participate in the deliberations of the Independent Appeal Board.

(2) All applications for exemption or appeals shall be in writing (on an application form as provided by the Council) and shall be addressed to the Secretary of the Council for consideration by the Exemptions Committee or the Independent Appeal Board (as the case may be) appointed by the Council.

(3) All applications for exemption or appeals shall be fully motivated and substantiated, and such application or appeal shall include the following details:
(a) the period for which the exemption is required;
(b) the Agreement, clause(s) or sub-clause(s) of the Agreement from which exemption is required;
(c) proof that the exemption applied for, has been discussed with the employer, the employee(s) and their respective representatives. The responses resulting from such consultation(s), either in support of or against the application, are to be included with the application.

(4) The Secretary of the Council shall provide the Exemptions Committee or the Independent Appeal Board (as the case may be) with the details of all the applications for exemption.

(5) The Exemptions Committee or the Independent Appeals Board (as the case may be) shall consider and decide on all written applications no later than thirty (30) days from the date the Council received the application or appeal, and, if deemed expedient request the applicant(s) or objector(s) to attend the meeting at which the application or appeal is considered, to facilitate the deliberations.

(5) A The Exemption Committee or the Independent Appeals Board may grant an exemption –
(a) only from the date of the application for the exemption and specifying the period for which is granted, which may not be more than 12 months.

(6) Once the Exemptions Committee or the Independent Appeals Board has decided to grant an exemption, it shall issue a certificate and advise the applicant(s) within 14 days of the date of its decision.

(7) When the Exemptions Committee or the Independent Appeals Board has decided against granting an exemption requested, it shall advise the applicant(s) within 14 days of the date of such decision and shall provide the reason(s) for not granting an exemption.

(8) **Exemption Criteria:** The Exemptions Committee and the Independent Appeals Board shall consider all applicants for exemption with reference to the following criteria:
(a) the written and verbal substantiation provided by the applicant;
(b) the extent of consultation with and the petition for or against granting the exemption as provided by employers or employees who are to be affected by the exemption if granted;
(c) the scope of the exemption required;
(d) the infringement of basic conditions of employment rights;
(e) the fact that a competitive advantage is not created by the exemption;
(f) the viewing of the exemption from any employee benefit fund or training provision in relation to the alternative comparable bona fide benefit or provision, including the cost of the employee, transferability, administration management and cost, growth and stability;
(g) the extent to which the proposed exemption undermines collective bargaining fair competition and labour peace in the Fast Food, Restaurant, Catering and Allied Trades.
(h) any existing special economic or other circumstances which warrant the granting of the exemption;
(i) cognisance of the recommendation contained in the *Report of the Presidential Commission to investigate Labour Market Policy.*

(9) Non-party applications for exemption or appeals against the decision of the Exemption Committee must be dealt with, within thirty (30) days from the date the Council received the application or appeal as the case may be.

30. ULTRA VIRES

Should any provisions of this Agreement be declared *ultra vires* by any competent Court of law, the remaining provisions shall be regarded to be the Collective Agreement and shall remain in operation for the duration of this Agreement.

31. INQUIRY BY AN ARBITRATOR

(1) An employer party to the Council may, in terms of this Collective Agreement, request the Council to appoint an arbitrator to conduct an inquiry into allegations about an employee's conduct or capacity: Provided that the employee has been advised of the allegations regarding his/her conduct or capacity.

(2) The request must be in the Council's prescribed form.

(3) Within 3 days of receiving a request in terms of sub-clause (1) and a copy of the notice advising the employee of the allegations referred to in sub-clause (1), the Council must appoint an arbitrator and must notify the parties to the inquiry of when and where the inquiry will be held.

(4) Unless the parties agree otherwise the Council must give the parties at least seven days' notice prior to the commencement date of the inquiry.

(5) An inquiry by an arbitrator for parties to the Council shall not require payment of the prescribed fee provided the inquiry takes place at the premises of the Council. Should the inquiry take place at the premises of the Employer, the Employer shall bear the costs of the Arbitrator.

(6) In any inquiry in terms of this clause a party to the dispute may appear in person or be represented only by –
- (a) a co – employee;
- (b) a director or employee, if the party is a juristic person;
- (c) an office-bearer or official of that party's registered trade union or registered employer's organisation; or
- (d) a legal practitioner on agreement between the parties if permitted by the arbitrator in accordance with the rules regulating representation at an arbitration before the Council.

(7) Section 138 of the LRA read with the changes required by the context, applies to any arbitration in terms of this clause.

(8) An arbitrator appointed in terms of this clause has all the powers conferred on a commissioner by section 142 (1) (a) to (e) (2) and (7) to (9) of the LRA read with the changes required by the context, and any reference in that section to the director for the purpose of this clause, must be read as a refence to: -
- (a) the Secretary of the Council, if the inquiry is held under the auspices of the Council;
- (b) the Director of the accredited agency, if the inquiry is held under the auspices of an accredited agency.

(9) The ruling of the arbitrator in an inquiry has the same status as an arbitration award and the provisions of section 143 to 146 of the LRA apply with the changes required by the context to any ruling made by an arbitrator in terms of this clause.

(10) An arbitrator conducting any inquiry in terms of this clause must, in the light of the evidence presented and by reference to the criteria of fairness in the LRA rule as to what action, if any, may be taken against the employee.

(11) The Council may only appoint an arbitrator to conduct an inquiry in terms of this clause in respect of which the employer or the employee is not a party to the Council, if the Council has been accredited for arbitration by the Commission and with the consent of the employee.
- (a) An employee may only consent to an inquiry in terms of sub-clause (10) after the employee has been advised of the allegation referred to in sub-clause (1).
- (b) The request must be in the Council's prescribed form.
- (c) The Council must appoint an arbitrator on receipt of:
  - (i) Payment by the employer of the prescribed arbitration fee:
  - (ii) The employee's written consent to the inquiry;
  - (iii) A copy of the notice advising the employee of the allegations referred in sub clause (1).

(12) The holding of an inquiry by an arbitrator in terms of this clause and the suspension of an employee on full pay pending the outcome of such an inquiry do not constitute an occupational detriment, as contemplated in the Protected Disclosures Act, 200 (Act No. 26 of 2000).

32. INDEPENDENT APPEAL BOARD

(1) The Council in terms of section 32 of the Labour Relations Act, 66 of 1995, hereby establishes an Independent Appeal Board to hear and decide, as soon as possible any appeal brought against –
- (a) the Council's refusal of a party's application for exemption from the provisions of this agreement.
- (b) the withdrawal of such an exemption by the Council.

(2) The Independent Appeal Board will comprise of three persons appointed by the Executive Committee with two persons forming a quorum.

(3) The appellant must set out the grounds of appeal in full, traversing both the disputes of fact and

questions of law.

(4) The Council may elect to oppose the appeal in which event it must file opposing papers.

(5) Oral arguments may be permitted by the Independent Appeal Board.

(6) The Council may be represented by an official while the other party may be represented by its Director, member or employee or an official from a registered trade union or registered employers' organisation.

33. CODE OF CONDUCT OF COMMISSIONERS

1. The purpose of this code is to:

1.1 Assist in maintaining the good repute of the process regarding disputes and in particular the office of the Council.

1.2 Provide guidance to all commissioners on matters of professional conduct and practice generally.

2. GENERAL ATTRIBUTES OF COMMISSIONER(S)

2. In order for all dispute processes to be seen to be fair, just and gain confidence of the public, Commissioners shall:

2.1 Act with honesty, impartiality, due diligence and independent of any outside pressure in the discharge of their Bargaining functions;

2.2 Conduct themselves in a manner that is fair to all parties and shall not be swayed by fear of criticism or by self-interest;

2.3 Not solicit appointment for themselves. This shall not however preclude commissioners from indicating a willingness to serve in any capacity;

2.4 Accept appointment only if they believe that they are available to conduct the process promptly and are competent to undertake the assignment;

2.5 Avoid entering into any financial, business or social relationship which is likely to affect their impartially or which might reasonably create a perception or partiality or bias;

2.6 Not influence Council officials or employees by improper means, including gifts or other inducements.

3. CONFLICT OF INTEREST AND DISCLOSURE

3.1 Commissioners should disclose any interest or relationship that is likely to affect their impartiality or which might create a perception of partiality. The duty to disclose rests on the Commissioner.

3.2 Commissioners appointed to intervene in any matter should before accepting disclose:

(a) any direct or indirect financial or personal interest in the matter;

(b) any existing or part financial, business, professional, family or social relationship which is likely to; affect impartiality or may lead to a reasonable perception of partiality or bias;

(c) if the circumstances requiring disclosure are unknown to commissioners prior to accepting appointments, disclosure must be made when such circumstances become known to the Commissioners. The disclosure in this regard could in arbitration proceedings, include witnesses who may have a relationship with the Commissioner;

(d) after appropriate disclosure Commissioners may serve if both parties so desire but should withdraw if they believe that a conflict of interest exists irrespective of the view expressed by the parties;

(e) in the event where there is no consensus on whether Commissioners should withdraw or not, Commissioners should not withdraw if the following circumstances exist;

(i) if the terms of reference provide for a procedure to be followed for determining challenges to the Commissioners then those procedures should be followed;

(ii) if Commissioners after carefully considering the matter, determine that the reason for the challenge is not substantial and that they can nevertheless act impartially and fairly, and that the withdrawal would cause unfair delay or would be contrary to the ends of justice.

4. HEARING CONDUCT

4.1 Commissioners should conduct proceedings fairly, diligently and in an even handed manner.
4.2 Commissioners should have no casual contact with any of the parties or their representatives while handling a matter without the presence or consent of the other.
4.3 Commissioners should be patient and courteous to the parties and their representatives or witnesses and should encourage similar behaviour by all parties participating in the proceedings.
4.4 A Commissioner must be satisfied before proceeding *ex parte* that a party refusing or failing to attend the hearing has been given adequate notice of the time, place and purpose of the hearing.

5. CONFIDENTIALITY

5.1 Information disclosed to Commissioners in confidence by a party during the course of conciliation, should be kept by Commissioners in the strictest confidence and should not be disclosed to the other party or to third parties unless authority is obtained of such disclosure.

6. JURISDICTION

A direct settlement by the parties of some or all issues in a case, at any stage of the proceedings, must be accepted by Commissioners as relieving him or her of further jurisdiction in respect of such issues.

7. AVOIDANCE OF DELAYS

7.1 Commissioners have the duty to plan their work schedules in a manner that ensures that commitments to the Council are fulfilled timeously.
7.2 Commissioners should co-operate with the parties and the Council to avoid delays.

8. COMPETENCY

8.1 Commissioners should decline appointment, withdraw or request technical assistance when they decide that a matter is beyond their competence.
8.2 Commissioners should understand the issues which form part of the dispute before endeavouring to assist the parties with the settlement of that dispute. In this regard, commissioners should spend time at the beginning of the proceedings to make sure that they understand the positions, the needs and expectations of the parties.

9. BASIS OF CONCILIATION PROCEEDINGS

9.1 Commissioners acting as conciliators should determine at the commencement of a matter whether the proceedings will take place on a "without prejudice" basis and should secure the agreement of the parties in this regard.

10. DISCIPLINARY PROCEDURE

10.1 The Council's Executive Committee may conduct a disciplinary enquiry in the event of:-

(a) A Commissioner is alleged to have failed and/or refused to comply with the Council's code of conduct;
  (i) is found to be incapable of performing the duties of a Commissioner;
  (ii) is alleged to have been guilty of serious misconduct;
(b) If found guilty the Council may:
  (i) suspend a Commissioner from acting as a Commissioner;
  (ii) remove him/her from the panel of Commissioners.

Thus signed on this 18th day of FEBRUARY 2026 at Johannesburg.

CHAIRPERSON DEPUTY CHAIRPERSON GENERAL SECRETARY

EMPLOYERS' ORGANISATIONS

CATRA GEO

TRADE UNIONS

FAWU NOTELICCA

JAWSA

FOSAWU NUMSA

HICRAWU SACCAWU

UAWU

ANNEXURE "1"

The Fast Food, Restaurant, Catering and Allied Trades, as defined hereunder in the following areas:

a) The Province of Western Cape

b) The Province of Eastern Cape

c) The Province of Northern Cape

d) The Province of Free State

e) The Province of KwaZulu Natal

f) The Province of North West, excluding the Magisterial District of Brits and Rustenburg

g) The Province of Mpumalanga, excluding the Magisterial District of Witbank

h) The Limpopo Province, excluding the Magisterial District of Warmbaths; and

i) The Magisterial Districts of Heidelberg, Nigel, Vereeniging, Vanderbijlpark, Oberholzer, Meyerton and Carletonville.

"Fast Food, Restaurant, Catering and Allied Industries" means the industries concerned with the Tearoom, Restaurant, Catering, Coffee Shop, Pub, Tavern, Roadhouse, Café, Snack Bar, Fast Food Outlet, Convenience Store, Industrial or Commercial Caterer, Function Caterer, Contract Caterer, Catering and associated activities, without in any way limiting the ordinary meaning of the expression and include(s) the sector or sectors and or establishment(s) in which person(s) carry on the business or in which employers and employees are associated, for the purpose(s) of preparing, baking, providing, supplying, serving, selling, processing, producing meals. These shall include the provision of meals in bulk, edibles and beverages on any premises. Included would be all operations incidental to or in support of the employers' enterprise in relation to any of the above-mentioned activities and would further include:

a) All franchisor(s) where such franchisor or their employee(s) are associated for the activities prescribed above; and

b) The baking of wheaten products which includes pies, snacks, confectionaries and pizzas for sale directly to customers for consumption whether on or off the premises where such products are baked.

Provided further that, for the purpose of this definition, the following business activities are specifically excluded from the ambit thereof:

1) Any casino and hotel industry and all activities that is ancillary and incidental to carrying on the primary

managed and operated solely and exclusively by the hotel or casino, as the case may be, at which these activities are undertaken and such activities must form an integral part of the business and operations of the hotel and casino in question.

2) Any catering facility of whatever nature which is owned, managed or operated by sports and recreation clubs on its own premises and which, in turn, provides food and beverages to its members and patrons from the premises from which its sports and recreation facilities are undertaken.

3) The business conducted by filling and/ or service stations including ancillary activities forming part of the filling station linked to the convenience store environment inclusive of the preparing, serving and selling of food/beverages to customers but excluding activities of separately registered establishments whose sole activities relates to the restaurant, tea room and catering environment.

4) Any outlet which prepares and sells food and beverages and is operated as part of a supermarket undertaking in question and conducted from the premises of such supermarket undertaking".

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Prosperatas Centre
397 Ontdekkers Service Road,
Florida Park, Ext 3, 1799.

P.O. Box 878
Florida Hills, 1716

Fax to Email:
Head Office: 086 458 5841
Secretary: 086 458 5848
Email:
headoffice@bcffrcat.co.za
secretary@bcffrcat.co.za
Website: www.bcffrcat.co.za

BARGAINING COUNCIL FOR THE FAST FOOD, RESTAURANT, CATERING AND ALLIED TRADES

ANNEXURE "F" STATEMENT

Please note that this form must be submitted to the Secretary by email or fax.

Trading Name: _____ ACC No._____

Street Address: _____

Postal Address: _____ Suburb _____Postal Code: _____

Contact Person: _____Tel No: _____ Fax No: _____

Bookkeeper: _____ Box No: _____ Suburb: _____Postal Code: _____

Contact Person: _____ Tel No: _____ Fax No: _____

Bargaining Council Levies: (Clause 21(2)(b)) in accordance with the Bargaining Council's Collective Agreement. A contribution of R 30.00 per Establishment / Branch per month ____x Establishment at R 30.00 pm	
Levy Due at R 14.00 per Employee per Month ____x Employees at R 14.00 pm (half deducted from the Employees' wages (clause 21 (1) (a)	
Dispute Resolution Levy at R 10.00 per Employee per Month ____ x Employees at R 10.00 pm (half deducted from the employees' wages (clause 21 (1) (b)	
Total Due Monthly to The Bargaining Council by Employer	
Employers Contribution to CATRA, an Employers' Organisation:	
R50.00 per month (clause 22 (2)(a) Monthly Fee (per establishment) _____ @ R 50.00	
Entrance Fee for New Members @ R 30.00	
Total Due per Month to Employers' Organisation.	
Subscription by members of Trade Unions (clause 22(2)(b) Members at _____ Per Month	
(Specify Union Name) _____Total per Month Due to Unions	
Total Due Per Month	
Period from _____ to _____ _____ x ____ Months Total	
Plus outstanding levies	
Total payment due	
Amount Paid	
Short Payment / Over Payment for: _____	

As per clause 21 (3) the employers must pay all deductions and contributions into the Council's banking account by not later than the 15th day of the month. Banking details: Standard Bank, Account Number: 000317918, Account Type: Current Account, Branch: Johannesburg, Branch Code: 000205. Proof of payment together with a list showing the names and ID numbers of employees from whom the deductions were made must be forward monthly to the Council.

BCFFRCAT is committed to protecting your information and personal details. Accordingly, all information, including your personal information and that of your employees will be used for purposes specifically related to BCFFRCAT constitution and Labour Relations Act; 66 of 1995. I acknowledge that all information supplied to the BCFFRCAT is provided voluntarily.

Owner(s) / Director(s): _____ Date: _____

For Office Use Only: Receipt No: _____ Captured By: _____ Date: _____

Period Paid: _____ 20___ to _____ 20___ Batch No: _____ Account Clerk (Signature and Stamp)

ANNEXURE "I"
(CLAUSE 21B)

To: Hospitality Group Funeral Insurance Scheme
PO Box 2363
Florida Hills
Tel: 011 472 3028
Fax: 011 672 5803
Email: agent1@tshepong.co.za

Date:_____
Acc. No:_____
Policy No: 4151686104

Name of Employer: _____
Trading Name: _____
Street Address: _____
_____Postal Code: _____
Postal Address: _____
_____Postal Code: _____
Telephone Number: _____ Fax No: _____

In Accordance with clause 21B (4) of the Council's Agreement, I hereby furnish the following particulars.

No:	Name of Employees	Surname	I.D. Number	Gender

No. of employees:

_____Monthly contributions per employee: R25.00 Total Due: R_____. The Employer shall deduct the sum of R12.50 from wages of each employee (Clause 21B(2)).

DEPARTMENT OF EMPLOYMENT AND LABOUR

NOTICE 4197 OF 2026

LABOUR RELATIONS ACT, 1995

NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF SOUTH AFRICA

CANCELLATION OF GOVERNMENT NOTICES

I, **NOMAKHOSAZANA METH**, Minister of Employment and Labour, hereby in terms of section 32(7) of the Labour Relations Act, 1995, cancel Government Notices No. R. 3422 of 19 May 2023 as well as R. 7248 of 20 March 2026 from the second Monday after the date of publication of the new Collective Bargaining Levy Agreement.

MS N METH, MP

MINISTER OF EMPLOYMENT AND LABOUR

DATE: 09 April 2026

UMNYANGO WEZEMISEBENZI NEZABASEBENZI

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

UMKHANDLU KAZWELONKE WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI EMBONINI KAGESI ENINGIZIMU AFRIKA:

UKWESULWA KWEZAZISO ZIKAHULUMENI

Mina, **NOMAKHOSAZANA METH**, uNgqongqoshe Wezemisebenzi NezabaSebenzi ngokwesigaba 32(7) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngesula iZaziso zikaHulumeni ezingunombolo R. 3422 somhlaka 19 kuNhlaba 2023 kanye nesingunombolo R. 7248 somhlaka 20 kuNdasa 2026 kusukela ngoMsombuluko wesibili emva kokushicilelwa kwesivumelwano esisha.

NKOSAZANA N METH, MP

UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI

USUKU: 09 April 2026

LABOUR RELATIONS ACT, 1995

NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF SOUTH AFRICA: EXTENSION TO NON-PARTIES OF THE COLLECTIVE BARGAINING LEVY AGREEMENT

I, **NOMAKHOSAZANA METH**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **National Bargaining Council for the Electrical Industry of South Africa** and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry with effect from the second Monday after the date of publication of the agreement and for a period of three (3) years.

MS N METH, MP

MINISTER OF EMPLOYMENT AND LABOUR

DATE: 09 April 2026

UMNYANGO WEZEMISEBENZI NEZABASEBENZI

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995

UMKHANDLU KAZWELONKE WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI EMBONINI KAGESI ENINGIZIMU AFRIKA: UKWELULWA KWESIVUMELWANO SENTELA SABAQASHI NABASEBENZI SELULELWA KULABO ABANGEYONA INGXENYE YESIVUMELWANO

Mina, **NOMAKHOSAZANA METH**, uNgqongqoshe Wezemisebenzi NezabaSebenzi, ngokwesigaba-32(2) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **uMkhandlu Kazwelonke Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini kaGesi eNingizimu Afrika,** futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabaSebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni, kusukela ngoMsombuluko wesibili emva kokushicilelwa kwalesiSaziso futhi kuze kube isikhathi esiphela emva kweminyaka emithathu (3).

NKOSAZANA N METH, MP
UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI

USUKU: 09 April 2026

SCHEDULE

NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF SOUTH AFRICA

COLLECTIVE BARGAINING LEVY AGREEMENT

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

Electrical Contractors' Association (South Africa)

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

South African Equity Workers' Association,

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

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1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed –

(a) by all employers and employees in the Electrical Industry who are members of the employers' organisation and trade union, respectively, who are engaged or employed in the Industry.

(b) throughout the whole of the Republic of South Africa, excluding the Magisterial District of Kimberley, within a radius of 20 kilometres from the General Post Office, Kimberley.

(2) The terms of this Agreement shall apply to apprentices and learners only in so far as they are not inconsistent with the provisions of the Skills Development Act, 1998, or any conditions prescribed, or any notices served in terms thereof.

(3) For the purposes of this Agreement, the "rate of remuneration" of learners prescribed under the Skills Development Act, 1998, shall be taken to be the weekly wage of such employees, and the "hourly rate" shall be the weekly wage calculated as above, divided by the number of ordinary hours worked in the establishment concerned.

(4) The following categories are also excluded:

(i) Working employers
(ii) Administrative staff – Non-Electrical Workers
(iii) Managerial Employees

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date to be determined by the Minister of Employment and Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force for a period of 3 years from the date of publication.

3. TERMS AND CONDITIONS

A separate Collective Bargaining Levy Agreement is hereby agreed to and the provisions of the Labour Relations Act, 1995 (Act 66 of 1995)(as amended)(hereinafter referred to as the Act), where applicable, shall apply to this Agreement. The object of this Agreement is to ensure that all employees and employers in the scope of the Council who receive the benefits of collective bargaining contribute towards its costs.

This agreement shall be subject to the respective parties being representative, as required by Section 25 of the Act, of employees or employers who are covered by the Main Collective Agreement of the National Bargaining Council for the Electrical Industry as verified by the Department of Labour from time to time. Accordingly, the

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application of this agreement to parties shall be subject to the party being representative.

4. INDUSTRIAL ACTION

No person bound by the provisions of this Agreement shall engage in or participate in a strike or a lockout or any conduct in furtherance of a strike or a lockout in respect of any matter regulated by this Agreement for its duration.

5. DEFINITIONS

Any expressions used in this Agreement which are defined in the Labour Relations Act, 1995 shall have the same meaning as in that Act, and any reference in this Agreement to an Act shall include any amendments to such Act; further, and unless the context otherwise indicates –

"**Act**" means the Labour Relations Act, 1995; (as amended)

"Tier" means:

Tier 1	Tier 2	Tier 3
Areas that have the highest paying minimum wages for every category of employment.	Minimum wages are based on 90% of the published wage rates for Tier 1.	Minimum wages are based on 80 % of the published wage rates for Tier 1.

The areas falling under each Tier are attached to this Agreement as **ADDENDUM 1.**

Note: In the event of any municipal area being omitted from the above, the Council shall determine under which Tier such municipal area should be placed.

"**Council**" means the National Bargaining Council for the Electrical Industry of South Africa;

"Region A" means the Provinces of Gauteng, Limpopo, Mpumalanga, and North West Province.

"Region A1" means the Free State/Northern Cape Region incorporating the Provinces of the Free State and the Northern Cape; but excludes the Magisterial Districts of Calvinia, Namaqualand and Sutherland in the Northern Cape.

"Region B" means the Eastern / Southern Cape Region incorporating the Province of the Eastern Cape and the Magisterial Districts of Beaufort West, Calitzdorp, George, Knysna, Ladismith, Mossel Bay, Murraysburg, Oudshoorn, Prince Albert, and Uniondale in the Western Cape Province but excludes the Magisterial District of Umzimkulu in the Eastern Cape.

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"Region C" means the Province of Kwazulu Natal and the Magisterial District of Umzimkulu in the Eastern Cape.

"Region D" means the Province of the Western Cape and the Magisterial Districts of Calvinia, Namaqualand and Sutherland in the Northern Cape but excludes the Magisterial Districts of Beaufort West, Calitzdorp, George, Knysna, Ladismith, Mossel Bay, Murraysburg, Oudshoorn, Prince Albert, Riversdale and Uniondale in the Western Cape.

6. COLLECTIVE BARGAINING LEVY

(1) The purpose of the Collective Bargaining Levy is to subsidise the costs occasioned by collective bargaining on the parties to the Council including but not limited to consulting non-parties and mandate seeking, feedback to such parties, facilitation of collective bargaining and related activities to increase the representative capacity of bargaining units.

(2) Subject to the provisions of this clause, a levy, to be known as a collective bargaining levy shall be deducted by employers from the wages of all employees who are employed in the Industry on scheduled activities covered by the National Bargaining Council for the Electrical Industry of South Africa's Agreements and who are not members of a trade union which is a party to the National Bargaining Council for the Electrical Industry of South Africa.The collective bargaining levy monies so deducted shall be paid to the Council monthly in the amount as specified below:

(3) All scheduled employees shall pay a Collective Bargaining Levy of **R20.77** from the date of publication of this Agreement.
This Collective Bargaining Levy will be adjusted from time to time when the Party Trade Union adjusts their subscriptions. The Collective Bargaining Levy will never exceed the Party Trade Union subscription in value.

(4) For the purposes of this agreement, "representative employers' organisation" means a registered employers' organisation whose members employ the majority of the employees in the electrical industry in the scope of the Council and a "representative trade union" means a registered trade union whose members are the majority of all the employees that is a party to the Council.

(5) The prescribed Collective Bargaining Levy shall be equivalent to or less than the amount of the prevailing membership fees payable by the employer members of the Electrical Contractors' Association (South Africa) to the same association.

(6) Every employer who is not a member of an employer's organisation party to the National Bargaining Council for the Electrical Industry of South Africa (a non – party employer) who is engaged in the Industry as defined, shall pay a Collective

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Bargaining Levy monthly to the Council of **R15.97** per scheduled employee per week.

This Collective Bargaining Levy will be adjusted from time to time when the Party Employers Organisation adjusts their subscriptions. The Collective Bargaining Levy will never exceed the Employers Organisation labour levy.

(7) The monies will be used to fund the costs of collective bargaining activities of the parties to the Council from time to time and to subsidise the cost of training.
Eligible Employers and employees in the electrical industry and all Stakeholders and their employees in the collective bargaining activities of the NBCEI will be eligible for a subsidy from the Training Fund

The money received from the CBL collections shall be allocated to the Training Fund as set out below:

On publication of this Agreement the Training Fund Contribution will be **R4.50** per employee per week or thereafter as amended by a resolution by the Parties for the life of this Agreement.

(8) The National Finance Committee shall receive applications for the funding of such activities as contemplated in sub-clause (1) and submit recommendations to the National Council for approval.
The National Council will in session ratify any recommendations made by the National Finance Committee.
The funds will be paid to the applicant party providing the criteria for approved funding have been met.

(9) The Council shall deposit all monies received in terms of the above into a separate bank account administered by the Council.

(10) The Collective bargaining levy may not be used –

(a) to pay an affiliate fee to a political party.
(b) to make a contribution in cash or kind to a political party or a person standing for election to any political office."
(c) for any expenditure that does not advance or protect the socio – economic interests of employees.

(11) Employees who are not members of the party trade union(s) are not compelled to become members of that trade union.
Employers who are not members of the party employer organisation(s) are not compelled to become members of that employers' organisation.

(12) A conscientious objector may request the employer to pay the amount deducted from that employee's wages into a fund administered by the Department of Labour.

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(13) The registered party trade union(s) and employers' organisation(s) will keep records and books according to the standards of generally accepted accounting practice, principles and procedures.

(14) The registered party trade union(s) and employers' organisation(s) will provide information to the Registrar in terms of Section 25(1) and (2), Section 98 and Section 100 of the Labour Relations Act 66 of 1995 as amended.

(15) If an employer or an employers' organisation or an employee or a trade union or any interested person or organisation alleges that the representative employers' organisation or the representative trade union is no longer a representative employers' organisation or representative trade union as envisaged in sub-clause 6(4) it must give the employers' organisation or trade union written notice of the allegation, and must allow the employers' organisation or trade union 90 days from the date of the notice to prove that it is a representative employers' organisation or a representative trade union.

(16) If within the 90-day period, the representative employers' organisation or representative trade union fails to prove that is it a representative employers' organisation or a representative trade union, the employer or employers' organisation or employee or trade union or interested person or organisation making the allegation, must give the employers' organisation or trade union which claims to be representative, notice of its intention to request the Minister of Labour to withdraw the extension of this agreement to non-parties.

(17) If the extension of this agreement to non-parties is withdrawn by the Minister of Employment and Labour for any reason, the provisions of sub-clause 6(10) shall apply until all the Collective Bargaining Levies due up until the date of withdrawal of this Agreement have been received and paid out in accordance with sub-clause 6(10).

7. PAYMENT OF THE COLLECTIVE BARGAINING LEVY

(1) For the purposes of Clause 6 (7) above, a week shall constitute not less than three shifts actually worked during any one week from Monday to Friday (inclusive).

(2) Every employer shall, by no later than the 15th day of each month, forward to the regional offices of the Council all contributions in respect of the preceding month in the manner prescribed by the Council from time to time.

(3) Regardless of whether any amount is payable to the Council in terms of this clause, every employer shall, by no later than the 15th day of each month, forward to the Council the levy return in respect of the preceding month and in the manner indicated therein.

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8. EXEMPTIONS AND APPEALS

(1) In terms of section 32 of the Act the Council shall consider all applications for exemption from any of the provisions of this Agreement for any good and sufficient reason within 30 days from the date of receipt of such application.

(2) All applications for exemption shall be in writing (on an application form provided by the Council) and shall be addressed to the Regional Manager of the Council in the relevant region for consideration by the Regional Exemptions Committee.

(3) All applications for exemptions shall be substantiated, and such substantiation shall include the following details:

(a) The period for which the exemption is required,

(b) the Agreement and clauses or sub-clauses of the Agreement from which the exemption is required,

(c) proof that the exemption applied for has been discussed by the employer, his employees and their respective representatives. The responses resulting from such consultation, either in support of or against the application, shall be included with the application.

(4) The Regional Manager of the Council shall place the applications for exemption on the agenda of the next Regional Exemptions Committee meeting for consideration.

(5) The Regional Manager shall provide the Regional Exemptions Committee with details of all the applications for exemption.

(6) The Council shall consider and decide on all written applications and, when requested by the applicants or objectors to do so, may interview applicants or objectors at its following meeting:

(7) The Council may defer a decision to a following meeting if additional substantiation, information or verbal representations are considered necessary to decide on the application for exemption.

(8) Once the Council has decided to grant an exemption, it shall issue a certificate and advise the applicant(s) within 14 days of the date of its decision.

(9) When the Council decides against granting an exemption or part of an exemption requested, it shall advise the applicant(s) within 14 days of the date of such decision and shall provide the reason or reasons for not granting an exemption.

(10) Exemption criteria -

The Council shall consider all applications for exemption with reference to the following criteria:

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(a) The written and verbal substantiation provided by the applicant,

(b) the extent of consultation with and the petition for or against granting the exemption as provided by employers or employees who are to be affected by the exemption if granted,

(c) the terms of the exemption,

(d) the infringement of basic conditions of employment rights,

(e) the fact that a competitive advantage may not be created by the exemption,

(f) the effect of the exemption on any employee benefit fund or training provision in relation to the alternative comparative bona fide benefit or provision, including the cost to the employee, transferability, administration management and cost, growth and stability,

(g) the extent to which the proposed exemption undermines collective bargaining and labour peace in the Electrical industry,

(h) any existing special economic or other circumstances which warrant the granting of the exemption,

(i) reporting requirements by the applicant and monitoring and re-evaluation processes, and

(j) cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy.

(k) Once a notice to attend arbitration proceedings has been issued, no employer or employee may make application for exemption from any provision of the collective agreement to which the arbitration notice relates.

(l) Any exemption applied for after the notice to attend arbitration has been issued shall not stay the arbitration proceedings. The arbitrator shall be requested to make an appropriate arbitration award.

(11) In terms of section 32 of the Act, the Council hereby establishes an Independent Appeal body to hear and decide as soon as possible, but no later than 30 days after the appeal is lodged, against –

(a) the Council's refusal of an application for exemption from the provisions contained in this Agreement,

(b) the withdrawal of such exemption by the Council.

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Provided that such appeals are lodged with Council within 30 days from the date of receipt of the outcome of the exemption application.

(12) The Secretary shall, upon receipt of a written application for an appeal, forward the application together with the original application for exemption and all supporting documents to the Independent Appeal body for a decision.

(13) The Independent Appeal body shall consider all applications within 14 days of receipt with reference to the criteria set out in sub-clause (10) above and shall ensure that the applications are not in conflict with the primary objects of the Act.

(14) The Independent Appeals Body may defer a decision to a subsequent meeting if additional motivation, information or verbal representations are considered necessary to decide the application for exemption.

(15) The Independent Appeals Body shall issue a certificate within 14 days of the date of its decision to uphold the appeal and grant exemption. The certificate should specify the terms of the exemption and the reporting requirements by the applicant and the monitoring and re-valuation processes.

(16) The Independent Appeals Body shall advise the applicant(s) within 10 working days of the date of its decision not to grant exemption or part of an exemption requested and shall provide a written reason or reasons for the decision not to grant exemption.

9. GENERAL RULES GOVERNING CONCILIATIONS AND ARBITRATIONS CONDUCTED UNDER THE AUSPICES OF THE COUNCIL

(1) Notwithstanding the following procedures and rules, any omissions there from shall be dealt with in accordance with the Rules for the Conduct of Proceedings before the CCMA as amended from time to time.

(2) **How to bring an application**

(a) This rule applies to any application for condonation, joinder, substitution, variation or recession, application in a jurisdictional dispute or any other preliminary application.
All applications must comply with Rule 31 of the CCMA rules.

(3) **How to apply to vary or rescind arbitration awards or rulings**

(a) An application for the variation or rescission of an arbitration award or ruling must be made within 14 days of the date on which the applicant became aware of the arbitration award or ruling or became aware of a mistake common to the parties to the proceedings.

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(b) A ruling made by a Council appointed conciliator or arbitrator which has the effect of a final order, will be regarded as a ruling for the purposes of this clause.

(4) **Condonation for failure to comply with the rules**

The Council or arbitrator or conciliator may condone any failure to comply with the time frames in this clause, on good cause shown.

10. RESOLUTION OF DISPUTES

(1) Procedure to enforce compliance with this agreement:

The Council shall take all reasonable steps necessary to ensure compliance with this agreement. If whether through its own investigations or through any other source, it appears as if the provisions of this agreement have been breached then the following procedure shall apply to enforce compliance:

(a) The appointed official of Council shall investigate the alleged breach.

(b) If, upon completion of the investigation, the appointed official of Council has reason to believe that this agreement has been breached, the appointed person may endeavor to secure compliance with the agreement by any or all of the following means:

(i) Issue a compliance order requiring any person bound by the collective agreement to comply with the collective agreement within a specified period;

(ii) refer the matter to arbitration in terms of this agreement;

(iii) a designated agent of Council shall have all the powers conferred to him in terms of section 33 read with section 33A and Schedule 10 of the Act.

(c) Arbitration

(i) Upon referral of the unresolved dispute to arbitration, Council shall appoint an arbitrator from its panel to hear and determine the alleged breach of this agreement. The arbitrator shall be independent of the Council.

(ii) The Council shall decide the date, time, and venue of the arbitration hearing, but shall give the parties at least 21 days written notice of an arbitration hearing, unless the parties agree to a shorter period.

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(iii) The Council shall serve notice of the date, time and venue of the arbitration on all parties who may have a legal interest in the outcome of arbitration.

(iv) Any party who has a legal interest in the outcome of the arbitration shall have the right to –
- give evidence
- call witnesses
- question the witnesses of the other party
- address the concluding arguments with the arbitrator
- be represented by a legal practitioner or co-employee or any office-bearer or official of his trade union or employers' organisation and, if the party is a juristic person, by a director or employee thereof.

(d) The arbitrator shall have the following powers:

(i) To determine whether there has been a breach of this agreement.

(ii) To make any appropriate award that gives effect to the collective agreement and to ensure compliance therewith.

(iii) To conduct the arbitration in a manner and form that he considers appropriate in order to determine the dispute fairly and quickly but shall deal with the substantial merits of the dispute with the minimum of legal formalities. Subject to the discretion of the arbitrator as to the appropriate form of the proceedings, a party to the dispute may give evidence, call witnesses, question the witnesses of any other party, and address concluding arguments to the arbitrator.

(iv) The appointed arbitrator may at any stage prior to or during the arbitration proceedings, suspend the arbitration proceedings and attempt to resolve the dispute through conciliation with the consent of all the parties to the dispute. If appropriate, the arbitrator may refer the dispute to another conciliator to be conciliated.

(v) To adjourn the arbitration proceedings to a later date or to make an award in the absence of a party who is alleged to have breached the agreement, if -
such party fails to appear in person or to be represented at the arbitration proceedings, and *prima facie* evidence has been presented to the arbitrator that the party in question has failed to comply with this agreement. Provided that proof is presented that written notification has been forwarded to such party –

(a) by registered mail or telegram to such party's last known address or an address chosen by that person to receive

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service and 21 days have lapsed since such notification has been mailed; or

(b) by fax transmission or telexing to such party's last known fax number or telex number; or a fax or telefax number chosen by that person to receive service and 21 days have lapsed since such notification has been faxed; or

(c) by hand delivery to such party's last known business or residential address; or an address chosen by that person to receive service and 21 days have lapsed since such notification has been hand delivered.

(d) by emailing a copy of the document to the person's email or an email address chosen by that person to receive service.

(e) a document may also be served -

(i) on a company or other body corporate by handing a copy to a responsible employee of the company or body at its registered office, its principal place of business within the Republic or its main place of business within the magisterial district in which the dispute first arose;

(ii) on an employer by handing a copy of that document to a responsible employee of the employer at the workplace where the employees involved in the dispute ordinarily work or worked;

(iii) on a trade union or employers' organisation by handing a copy of that document to a responsible employee or official at the main office of the union or employers' organisation or its office in the magisterial district in which the dispute arose;

(iv) on a partnership, firm or association by handing a copy of that document to a responsible employee or official at the place of business of the partnership, firm or association or, if it has no place of business, by serving a copy of the document on a partner, the owner of the firm or chairman or secretary of the managing or other controlling body of the association, as the case may be;

(v) on a municipality, by serving a copy of the document on the municipal manager or any person acting on behalf of that person;

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(vi) on a statutory body, by handing a copy to the secretary or similar officer or member of the board or committee of that body, or any person acting on behalf of that body or

(vii) on the state or a province, a state department or a provincial department, a minister, premier or a member of the executive committee of a province by handing a copy to a responsible employee at the head office of the party or to a responsible employee at any office of the State Attorney.

(f) if no person identified in (e)(i) to e(vii) above is willing to accept service, service may be effected by affixing a copy of the document to -

(i) the main door of the premises concerned; or
(ii) if this is not accessible, a post box or other place to which the public has access.

(vi) The arbitrator conducting arbitration in terms of this sub-clause has the powers of a Commissioner in terms of section 33A, section 142 and section 138 of the Act, read with the changes required by the context.

(vii) The appointed arbitrator shall have the power to vary, rescind or amend any arbitration award issued by him or by any arbitrator on application by any affected party or on his own accord within 14 days of the date on which the applicant became aware of the arbitration award or ruling or a mistake common to the parties to the proceedings and without limiting the generality hereof shall have this power if -

- the award was erroneously sought or erroneously made in the absence of any party affected by the award.
- the award is ambiguous or contains an obvious error or omission, but only to the extent of that ambiguity, error or omission
- the award was granted as a result of a mistake common to the parties to the proceedings.

(e) Any award made by the arbitrator, shall be served on all interested parties by the Council and must be made within 14 days after the expiry of the arbitration proceedings.

(f) The Council may apply to make the arbitration award an order of court in terms of section 143 or section 158(1) of the Act.

(g) The Council may apply for a writ of execution to enforce the order of court made in terms of section 143(1) of the Act.

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(h) The provisions of this procedure shall apply in addition to any other legal remedy which the Council may apply to enforce a collective agreement. In the event that the Council has to instruct a debt collecting agency or a legal practitioner to collect and or to litigate in respect of any amount due to it by the defaulter in terms of any arbitration award, the defaulter will also be liable in terms of this clause for payment of any commission and any other litigation costs incurred in the enforcement and collection thereof."

(i) If the arbitrator finds that any party to the dispute has failed to comply with a provision of Council's collective agreements which are binding on that party, then the arbitrator shall, in addition to any other appropriate order, impose a fine on the non-compliant party in accordance with Section 29 (2) of Schedule 7 of the Act, read with Section 33A of the Act. An arbitrator shall also include in an order, any interest that is due in terms of clause 29 of the Council's main collective agreement and an arbitration fee of R500, 00.

(j) Notwithstanding the provisions of this clause, the Council may utilise section 33A, section 142 and Schedule 10 of the Act to monitor and enforce compliance with its collective agreements.

(k) Despite the provisions of this clause, a Council agent may not issue a compliance order in respect of any amount payable to an employee as a result of a failure to comply with any provision of this agreement if –

(i) That amount has been payable by the employer to the employee for longer than 12 months before the date on which a complaint was made to the Council by or on behalf of that employee or, if no complaint was made, the date on which a Council agent first endeavored to secure compliance.

(ii) Despite the aforesaid, if the non-compliance relates to unpaid Pension and or Provident Fund contributions, the Council must issue a compliance order to secure compliance.

11. GENERAL

No employer or employee may waive the provisions of this Agreement, whether or not the said provisions create a benefit or obligation upon the employer or employee concerned. Every provision, sub-clause or clause shall create a right or obligation, as the case may be, independently of the existence of other provisions.

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ADDENDA

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ADDENDUM 1

"Tier 1" means Areas that have the highest paying minimum wages for every category of employment.

"Tier 2" means Minimum wages are based on 90% of the published wage rates for Tier 1.

"Tier 3" means Minimum wages are based on 80% of the published wage rates for Tier 1.

In the event of any Municipal area being omitted from any Tier, the Council shall determine under which Tier such area should be placed, within 30 calendar days of being notified of such omission.

Province	Metropolitan/District Municipality	Local Municipality	Tier 1
			100%
GAUTENG	City of Ekurhuleni Metropolitan Municipality		Alberton, Bakerton, Bedfordview, Benoni, Birchleigh, Boksburg, Brakpan, Clayville, Daveyton, Dunnottar, Edenpark, Edenvale, Geduld, Germiston, Katlehong, Kempton Park, Kwa-Thema, Mackenzieville, Nigel, Olifantsfontein, Springs, Spruitview, Reiger Park, Tembisa, Tokoza, Tsakane, Vosloorus, Vorsterkroon
	City of Johannesburg Metropolitan Municipality		Alexandra, Chiawelo, Diepkloof, Diepsloot, Eldorado Park, Ennerdale, Evans Park, Johannesburg, Johannesburg South, Kwaxuma, Lawley, Lenasia, Lenasia South, Meadowlands East, Meadowlands West, Midrand, Moroka, Newlands, Orange Farm, Orange Grove, Orlando East, Pimville, Randburg, Roodepoort, Sandton, Soweto, Weltevredenpark
	City of Tshwane Metropolitan Municipality		Akasia, Atteridgeville, Bronkhorstspruit, Centurion, Cullinan, Ekangala, Ga-Rankuwa, Garsfontein, Hammanskraal, Irene, Kudube, Mabopane, Mamelodi, Pretoria, Pretoria Central, Pretoria East, Pretoria North, Pretoria West, Rayton, Refilwe, Roodeplaat, Soshanguve, Temba, Winterveld, Wonderboom
	Sedibeng District Municipality		De Deur, Walkerville, Devon, Eikenhof, Evaton, Heidelberg, Meyerton, Nigel, Sebokeng, Vaal Marina, Vaal Oewer, Vanderbijlpark, Vereeniging, Vischkuil
		Emfuleni Local Municipality	Evaton, Sebokeng, Vaal Oewer, Vanderbijlpark, Vereeniging
		Lesedi Local Municipality	Devon, Heidelberg, Nigel, Vischkuil

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		Midvaal Local Municipality	De Deur, Walkerville, Eikenhof, Meyerton, Vaal Marina
	West Rand District Municipality		Blyvooruitsig, Carletonville, Fochville, Krugersdorp, Magaliesburg, Muldersdrift, Randfontein, Wedela, Westonaria
		Merafong City Local Municipality	Carletonville, Fochville, Wedela
		Mogale City Local Municipality	Hekpoort, Kagiso, Krugersdorp, Magaliesburg, Muldersdrift
		Rand West City Local Municipality	Randfontein, Westonaria
KWAZULU NATAL	**eThekwini**	eThekwini Municipality	Amalanga, Amanzimtoti, Amaotana, Berea, Blackburn, Bluff, Cato Ridge, Cele/Vumengazi, Chatsworth, Cibane, Clermont, Clifton Canyon, Craigieburn, Dassenhoek, Desainager, Durban, Durban International Airport, Durban North, Durban South, Emalangeni, Embo/Nksa Isimahla Nkasha Isihlahla, Emona, Ethekwini, Everton, Ezembeni, Folweni, Gcumisa, Genazzano, Gillitts, Glen Ashley, Golokodo-Ensimbini, Hambanathi, Hammarsdale, Hillcrest, Ilanga, Ilfracombe, Illovo North, Illovo South, Inanda, Inchanga, Iqadi, Isipingo, Isipingo Beach, Kingsburgh, Klaarwater, Kloof, KwaDabeka, KwaMashu, KwaNdengezi, La Mercy, Lotus Park, Luganda, Luthuli/Umnini Trust, Magabeni, Malagazi, Mangangeni/Vumazonke, Maphephetha, Mariannhill, Mawotana, Mawothi, Molweni, Mount Edgecombe, Mount Moreland, Mpolo, Mpumalanga, New Germany, Newlands East, Newlands West, Ngcolosi, Ngqungqulu, Ntuzuma, Oceans, Outer West Durban, Phoenix, Pinetown, Prospecton, Qadi, Qiniselani Manyuswa, Queensburgh, Redcliffe, Roseneath, Sapref, Shallcross, Sobonakhona, Thoyana, Tongaat, Tongaat Beach, Tshelimnyama, Umbogintwini Umbumbulu, Umdloti, Umgababa, Umhlanga, Umkomaas, Umlazi, Verulam, Waterfall, Westbrook, Westville, Ximba
	Ilembe District	Kwadukuza	Dolphin Coast/Ballito, KwaDukuza, Nkwazi/Zinkwazi Beach
		Ndwedwe	Ndwedwe
		Maphumulo	Maphumulo
		Mandeni	Isithebe, Mandeni
	uMgungundlovu District	Mkambathini	Camperdown
		Msunduzi	Ashburton, Pietermaritzburg

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		Richmond uMngeni uMshwathi Impendle	Richmond Hilton, Howick Dalton, New Hannover, Wartburg
		Mpofana	
	Amajuba District	Dannhauser eMadlangeni Newcastle	
	Harry Gwala District	Dr Nkosazana Dlamini Zuma Greater Kokstad Ubuhlebezwe Umzimkulu	
	King Cetshwayo District	City of Umhlathuze Mthonjaneni Nkandla uMfolozi uMlalazi	
	Ugu District	Ray Nkonyeni Umdoni Umuziwabantu Umzumbe	
	uMkhanyakude District	Big 5 Hlabisa Jozini Mtubatuba uMhlabuyalingana	
	uMzinyathi District	Endumeni Nquthu uMsinga Umvoti	Greytown, Kranskop
	uThukela District	Alfred Duma Inkosi Langalibalele Okhahlamba	
	Zululand District	AbuQulusi eDumbe Nongoma Ulundi uPhongolo	
MPUMALANGA	**Nkangala District Municipality**	Victor Khanye Local Municipality	Ackerville, Delmas, Eloff, Kendal, Sundra
		Thembisile Hani Local	

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		Municipality	
WESTERN CAPE	**City of Cape Town Metropolitan Municipality**	City of Cape Town Metropolitan Municipality	Athlone, Atlantis, Belhar, Belville, Blackheath, Blouberg, Bloubergrant, Blue Downs, Brackenfell, Camps Bay, Cape Point, Cape Town, Claremont, Constantia, Delft, Durbanville, Edgemead, Elsies Rivier, Eppindust, Fairways,Fish Hoek, Goodwood, Grasy Park, Guguletu, Hout Bay, Khayelitsha, Kalk Bay, Kommetjie, Kraaifontein, Kuils River, Langa, Macasser, Matroosfontein, Melkbosstrand, Milnerton, Mitchell's Plain, Muizenburg, Noordhoek, Nyanga, Ottery, Parow, Philadelphia, Phillippi, Plattekloof, Robben Island, Scarborough, Simon's Town, Southern Suburbs, Table View, Welgemoed, Wetton, Woodstock, Wynberg

Province	Metropolitan/District Municipality	Local Municipality	Tier 2
			90%
EASTERN CAPE	**Sarah Baartman**	Kouga	Cape St. Francis Humansdorp, Jeffreys Bay, Oyster Bay, St Francis Bay, Thornhill
	Nelson Mandela Bay Metropolitan Municipality		Bethelsdorp, Bloemendal, Blue Horizon Bay, Caredon, Despatch, KwaNobuhle, Motherwell, Gqeberha (Port Elizabeth), Summerstrand, Swartkops, Uitenhage, Beacon Bay
	Buffalo City Metropolitan Municipality	Sundays River Valley	Berlin, Bisho, Breidbach, Macleantown, Gonubie, Dimbaza, East London, Kidd's Beach, King William's Town, Mdantsane, Phakamisa, Potsdam, Swelitsha
FREE STATE	**Mangaung Metropolitan Municipality**		Bloemfontein, Botshabelo, Dewetsdorp, Mangaung, Soutpan, Thaba Nchu, Van Stadensrus, Wepener
	Fezile Dabi District Municipality	Metsimaholo Local Municipality	Deneysville, Kragbron, Oranjeville, Sasolburg
	Lejweleputswa District Municipality	Masilonyana Local Municipality	Brandfort, Soutpan, Theunissen, Verkeerdevlei, Winburg
		Matjhabeng Local Municipality	Allanridge, Hennenman, Odendaalsrus, Ventersburg, Virginia, Welkom
		Nala Local Municipality	Bothaville, Wesselsbron
KWAZULU NATAL	**uMgungundlovu District**	Impendle Mpofana	Impendle Mooi River
	Amajuba District	Dannhauser eMadlangeni	Dannhauser, Hattingspruit Utrecht

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		Newcastle	Charlestown, Newcastle
	Harry Gwala District	Dr Nkosazana Dlamini Zuma Greater Kokstad	Creighton, Himeville, Underberg Kokstad
		Ubuhlebezwe Umzimkulu	Ixopo uMzimkhulu
	King Cetshwayo District	City of Umhlathuze Mthonjaneni Nkandla uMfolozi uMlalazi	Empangeni, Richards Bay Melmoth, Ntambanana Nkandla KwaMbonambi Eshowe, KwaGingindlovu, Mtunzini
	Ugu District	Ray Nkonyeni Umdoni Umuziwabantu Umzumbe	Pennington, Scottburgh/Umzinto North Harding Umzumbe
	uMkhanyakude District	Big 5 Hlabisa Jozini Mtubatuba uMhlabuyalingana	Hlabisa, Hluhluwe Ingwavuma, Jozini, Mkuze Mtubatuba, St Lucia Mbazwana
	uMzinyathi District	Endumeni Nquthu uMsinga	Dundee, Glencoe Nquthu Pomeroy
	uThukela District	Alfred Duma Inkosi Langalibalele Okhahlamba	Colenso, Ladysmith, Van Reenen Estcourt, Weenen Bergville, Cathkin Park, Winterton
	Zululand District	AbuQulusi eDumbe Nongoma Ulundi uPhongolo	Louwsburg, Vryheid Paulpietersburg Nongoma Ulundi Pongola
LIMPOPO	**Capricorn District Municipality**	Polokwane Local Municipality	Klaserie, Polokwane, Seshego, Modjadjiskloof, Gazunkulu
	Mopani District Municipality	Greater Letaba Local Municipality	Modjadjiskloof
	Vhembe District Municipality	Thulamela Local Municipality	Dzanani
MPUMALANGA	**Ehlanzeni District Municipality**	City of Mbombela Local Municipality	Barberton, Emoyeni, Entokozweni, Hazyview, Kaapschehoop, Kaapmuiden, Kabokweni, Kanyamazane, Kiepersol, Luphisi, Matsulu, Mbombela, Mpakeni, Msogwaba, Ngodwana, Nsikazi, Skukuza, Tekwane, White River.
	Gert Sibande District Municipality	Govan Mbeki Local Municipality	Bethal, Charl Cilliers, Embalenhle, Evander, Highveld Ridge, Kinross, Leandra, Leslie, Secunda, Trichardt
	Nkangala District Municipality	Emalahleni Local Municipality	Kriel, Ogies, Phola, eMalahleni

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		Steve Tshwete Local Municipality	Mdutjana, Middelburg
NORTHERN CAPE	**Frances Baard District Municipality**	Dikgatlong Local Municipality	Barkly West, Delportshoop, Windsorton
		Magareng Local Municipality	Warrenton
		Phokwane Local Municipality	Hartswater, Jan Kempdorp, Pampierstat
		Sol Plaatje Local Municipality	Kimberley, Ritchie
	John Taolo Gaetsewe District Municipality	Ga-Segonyana Local Municipality	Bankhara-Bodulong, Kuruman, Mothibistad
		Gamagara Local Municipality	Deben, Kathu, Kudumane, Olifantshoek, Sishen
		Joe Morolong Local Municipality	Hotazel, Santoy, Van Zylsrus
	ZF Mgcawu District Municipality	Dawid Kruiper Local Municipality	Mier, Rietfontein, Upington
		Kai !Garib Local Municipality	Eksteenskuil, Kakamas, Keimoes,
		Kgatelopele Local Municipality	Danielskuil, Lime Acres
		Tsantsabane Local Municipality	Beeshoek, Postmasburg
NORTHWEST	**Bojanala Platinum District Municipality**	Madibeng Local Municipality	Bethanie, Brits, Broederstroom, De Wildt, Hartbeespoort, Ifafi, Kosmos, Mooinooi,
		Rustenburg Local Municipality	Beestekraal, Boshoek, Hartbeesfontein, Marikana, Phatsima, Rustenburg, Tlhabane
	Dr Kenneth Kaunda District Municipality	City of Matlosana Local Municipality	Hartbeesfontein, Klerksdorp, Orkney, Stilfontein
		JB Marks Local Municipality	Potchefstroom, Ventersdorp
	Dr Ruth Segomotsi Mompati District Municipality	Ditsobotla Local Municipality	Gerdau
	Ngaka Modiri Molema District Municipality	Mahikeng Local Municipality	Mahikeng
WESTERN CAPE	**City of Cape Town Metropolitan Municipality**	City of Cape Town Metropolitan Municipality	Firgrove, Gordonsbay, Sir Lowry's Pass, Somerset West, Strand
		Breede Valley Local Municipality	Rawsonville, Worcester,
		Drakenstein	Gouda, Paarl, Wellington
		Stellenbosch Local Municipality	Franschoek, Klapmuts, Pniel, Stellenbosch, Stellenbosch Farms.
		Witzenberg Local Municipality	Ceres, Tulbach, Wolseley

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		Overstrand Local Municipality	Betty's Bay, Birkenhead, De Kelders, Fishershaven, Franskraal, GansBaai, Hawston, Hermanus, Kleinmond, Onrus, Pearley Beach, Pringle Bay, Rooi-Els, Sand Bay, Standford, Van Dyks Bay, Vermont.
		Theewaterskloof Local Municipality	Bot River, Caledon/Myddleton, Grabouw, Theewaterskloof, Villiersdorp.
		Bergrivier Local Municipality	Velddrif
		Saldanha Bay Local Municipality	Jacobs Bay, Langebaan, Paternoster, Saldanha, St Helena Bay, Vredenburg.
		Swartland Local Municipality	Abbotsdale, Chatsworth, Darling, Grotto Bay, Kalbaskraal, Malmesbury, Moorreesburg, Riebeeck Kasteel, Riebeeck West, Riverlands, Yzerfontein.
		Garden Route District Municipality	Albertina, Boggoms Bay, Brandwag, Brenton, Brenton-on-Sea, Buffels Bay, Friemersheim, George, Great Brak River, Herolds Bay, Jongens Fontein, Keurboomstrand, Knoetzie, Knysna, Krantshoek, Kurland, Kwanokuthula, Mossel Bay, Oudtshoorn, Plettenburg Bay, Rheenedal, Riversdale, Sedgefield, Still Bay, Victoria Bay, Vleesbaai, Wilderness, Wittedrift.

Province	Metropolitan/District Municipality	Local Municipality	Tier 3
EASTERN CAPE	**Chris Hani**	Emalahleni	Cacadu (Lady Frere), Dortrecht, Indwe
		Engcobo	Engcobo
		Enoch Mgijima	Hofmeyer, Komani (Queenstown), Tylden, Molteno, Sada, Sterkstroom, Tarkastad, Whittlesea.
		Intsika Yethu	Cofimvaba, Tsomo
		Inxuba Yethemba	Cradock, Middelburg, Mount Zebra National Park
		Sakhisizwe	Cale, Khowa (Elliot)
	Joe Gqabi	Elundini	Maclear, Mount Fletcher, Ugie
		Senqy	Barkly East, Lady Grey, Rhodes, Rossouw, Sterkspruit,
		Walter Sisiulu	Aliwal North, Burgersdorp, Jamestown, Oviston, Steynsburg, Venterstad
	OR Tambo	Ingquza	Flagstaff, Lusikisiki
		King Sabat Dalindyebo	Mqanduli, Mthatha (Umtata) (20km radius)
		Mhlontlo	Qumbu, Tsolo

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		Nyandeni	Libode, Ngqeleni
		Port St. Johns	Port St. Johns
	Sarah Baartman	Blue Crane Route	Cookhouse, Pearston, Petersburg, Somerset East
		Beyers Naude	Aberdeen, Adendorp, Graaff-Reinet, Jansenville, Kendrew, Klipplaat, Nieu-Bethesda, Rietbron, Waterford, Willowford
		Kouga	Hankey, Loeriesfontein, Patensie
		Koukamma	Clarkson, Twee Rivier, Joubertina, Kareedouw, Krakeel River, Louterwater, Misgund, Nompumelelo, Sandrift, Storms River, Woodlands
		Makana	Alicedale, Salem, Makhanda (Grahamstown), Riebeeck East, Sidbury.
		Ndlambe	Alexandria, Bathurst, Boknes/Cannon Rocks, Bushman's River, Kenton-on-Sea, Port Alfred, Seafield
		Sundays River Valley	Addo, Kirkwood, Peterson
	Alfred Nzo	Matatiele	Cedarville, Maloti, Matatiele
		Ntabankulu	Tabankulu
		Umzimvubu	eMaxesibeni (Mount Ayliff), KwaBhaca (Mount Frere)
		Winnie Madikizela-Madela	Bizana
	Amathole	Amahlati	Cathcart, Kei Road, Keiskammahoek, Stutterheim
		Great Kei	Amatola Coastal, Kei Mouth, Komga, Margan Bay
		Mbhashe	Dutywa, Elliotdale, Willowvale
		Mnquma	Butterworth, Kentani (Centane), Ngqamakhwe
		Ngcushwa	Hamburg, Peddie
		Raymond Mhlaba	Adelaide, Alice, Bedford, Fort Beaufort, Hogsback, Middeldrift, Seymore
FREE STATE	**Fezile Dabi District Municipality**	Mafube Local Municipality	Cornelia, Frankfort, Tweeling, Villiers
		Moqhaka Local Municipality	Kroonstad, Renovaal, Steynsrus, Vierfontein, Viljoenskroon
		Ngwathe Local Municipality	Edenville, Heilbron, Koppies, Parys, Vredefort
	Lejweleputswa District Municipality	Tokologo Local Municipality	Boshof, Dealesville, Hertzogville
		Tswelopele Local Municipality	Bultfontein, Hoopstad
	Thabo Mofutsanyana District Municipality	Dihlabeng Local Municipality	Bethlehem, Clarens, Fouriesburg, Golden Gate Highlands National Park, Paul Roux, Rosendal

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		Maluti-A-Phofung Local Municipality	Harrismith, Kestell, Phuthaditjhaba
		Mantsopa Local Municipality	Excelsior, Hobhouse, Ladybrand, Thaba Patchoa, Tweespruit
		Nketoana Local Municipality	Arlington, Lindley, Petrus Steyn, Reitz
		Phumelela Local Municipality	Memel, Vrede, Warden
		Setsoto Local Municipality	Clocolan, Ficksburg, Marquard, Senekal
	Xhariep District Municipality	Kopanong Local Municipality	Bethulie, Edenburg, Fauresmith, Gariep Dam, Jagersfontein, Philippolis, Oranjekrag, Reddersburg, Springfontein, Trompsburg, Waterkloof
		Letsemeng Local Municipality	Jacobsdal, Koffiefontein, Luckhoff, Oppermansgronde, Petrusburg
		Mohokare Local Municipality	Rouxville, Smithfield, Van Stadensrus, Zastron
GAUTENG		Sedibeng District Municipality	Rensburg
KWAZULU NATAL			
LIMPOPO	**Capricorn District Municipality**	Blouberg Local Municipality	Alldays, Senwabarwana (Bochum)
		Lepelle-Nkumpi Local Municipality	Zebediela
		Molemole Local Municipality	Dendron, Koedoeskop, Morebeng (Soekmekaar)
		Polokwane Local Municipality	Marken, Thabamoopo
	Mopani District Municipality	Ba-Phalaborwa Local Municipality	Gravelotte, Leydsdorp, Lulekani, Namakgale
		Greater Giyani Local Municipality	Giyani
		Greater Letaba Local Municipality	Sekgosese
		Greater Tzaneen Local Municipality	Haenertsburg, Ritavi, Tzaneen
		Maruleng Local Municipality	Hoedspruit, Trichardtsdal
	Sekhukhune District Municipality	Elias Motsoaledi Local Municipality	Groblersdal, Moutse, Roossenekal, Sekhukhuneland
		Ephraim Mogale Local Municipality	Letsitele, Marble Hall, Schuinsdraai Nature Reserve
		Fetakgomo Tubatse Local Municipality	Burgersfort, Ohrigstad, Steelpoort
		Makhuduthamaga Local Municipality	Nebo
	Vhembe District Municipality	Collins Chabane Local Municipality	Hlanganani, Malamulele, Radium
		Makhado Local Municipalit	Soutpansberg
		Musina Local Municipality	Musina
		Thulamela Local Municipality	Thohoyandou, Shayandima, Venda

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	Waterberg District Municipality	Bela-Bela Local Municipality	Bela-Bela, Pienaarsrivier, Settlers
		Lephalale Local Municipality	Ellisras, Lephalale
		Modimolle-Mookgophong Local Municipality	Modimolle, Mookgophong (Naboomspruit), Vaalwater
		Mogalakwena Local Municipality	Mokopane (Potgietersrus)
MPUMALANGA	**Ehlanzeni District Municipality**	Thabazimbi Local Municipality	Amandelbult, Mine Town, Northam, Thabazimbi
		Bushbuckridge Local Municipality	Mapulaneng
		City of Mbombela Local Municipality	Mhala, Schagen
		Nkomazi Local Municipality	Hectorspruit, Komatipoort, Malelane, Marloth Park
		Thaba Chweu Local Municipality	Graskop, Lydenburg, Mashishing, Pilgrim's Rest, Sabie
	Gert Sibande District Municipality	Chief Albert Luthuli Local Municipality	Carolina, Ekulindeni, Empuluzi, eManzana, Eerstehoek
		Dipaleseng Local Municipality	Balfour, Greylingstad, Grootvlei
		Dr Pixley Ka Isaka Seme Local Municipality	Amersfoort, Perdekop, Volksrust, Wakkerstroom
		Govan Mbeki Local Municipality	
		Lekwa Local Municipality	Morgenzon, Standerton
		Mkhondo Local Municipality	Amsterdam, eMkhondo (Piet Retief)
		Msukaligwa Local Municipality	Breyten, Chrissiesmeer, Davel, Ermelo, Lothair
	Nkangala District Municipality	Dr JS Moroka Local Municipality	Mdala Nature Reserve
		Emakhazeni Local Municipality	Belfast, Dullstroom, Emgwenya (Waterval Boven), eMakhazeni, eNtokozweni (Machadodorp)
		Emalahleni Local Municipality	
		Steve Tshwete Local Municipality	Hendrina, Pullens Hope, Rietkuil
		Thembisile Hani Local Municipality	KwaMhlanga, Mkobola
		Victor Khanye Local Municipality	
NORTHERN CAPE	**Frances Baard District Municipality**	Dikgatlong Local Municipality	
		Magareng Local Municipality	
		Phokwane Local Municipality	
		Sol Plaatje Local Municipality	

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	John Taolo Gaetsewe District Municipality	Ga-Segonyana Local Municipality	
		Gamagara Local Municipality	Vanzylsrus
		Joe Morolong Local Municipality	
	Namakwa District Municipality	Hantam Local Municipality	Brandvlei, Onderste Doorns
		Kamiesberg Local Municipality	
		Karoo Hoogland Local Municipality	Williston
		Khai-Ma Local Municipality	Aggeneys, Pella, Pofadder
		Nama Khoi Local Municipality Richtersveld Local Municipality	Richtersveld
	Pixley Ka Seme District Municipality	Emthanjeni Local Municipality	Britstown, De Aar, Hanover
		Kareeberg Local Municipality	Carnarvon, Vanwyksvlei, Vosburg
		Renosterberg Local Municipality	Petrusville, Philipstown, Vanderkloof
		Siyancuma Local Municipality	Campbell, Douglas, Griekwastad, Schmidtsdrif
		Siyathemba Local Municipality	Prieska
		Thembelihle Local Municipality	Hopetown, Strydenburg
		Ubuntu Local Municipality	Hutchinson, Loxton, Richmond, Victoria West
		Umsobomvu Local Municipality	Colesberg, Norvalspont, Noupoort
	ZF Mgcawu District Municipality	Kheis Local Municipality	Brandboom, Groblershoop
		Dawid Kruiper Local Municipality	
		Kai! Garib Local Municipality	Kenhardt
		Kgatelopele Local Municipality	
		Tsantsabane Local Municipality	
NORTHWEST	**Bojanala Platinum District Municipality**	Kgetlengrivier Local Municipality	Derby, Koster, Swartruggens
		Madibeng Local Municipality	Schoemansville
		Moretele Local Municipality	Moretele
		Moses Kotane Local Municipality	Madikwe
		Rustenburg Local Municipality	

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	Dr Kenneth Kaunda District Municipality	City of Matlosana Local Municipality	
		JB Marks Local Municipality	
		Maquassi Hills Local Municipality	Leeudoringstad, Makwassie, Witpoort, Wolmaransstad
	Dr Ruth Segomotsi Mompati District Municipality	Greater Taung Local Municipality	Pudimoe, Reivilo, Taung
		Kagisano-Molopo Local Municipality	Piet Plessis, Pomfret
		Lekwa-Teemane Local Municipality	Bloemhof, Christiana
		Mamusa Local Municipality	Amalia, Schweizer-Reneke
		Naledi Local Municipality	Huhudi, Stella, Vryburg
	Ngaka Modiri Molema District Municipality	Ditsobotla Local Municipality	Biesiesvlei, Coligny, Delareyville, Lichtenburg, Ottosdal, Sannieshof
		Mahikeng Local Municipality	Bophuhatswana, Slurry
		Ramotshere Moiloa Local Municipality	Groot Marico, Skuinsdrif, Zeerust
		Ratlou Local Municipality	Disaneng, Kraaipan, Madibogo, Setlagole
	Cape Winelands District Municipality	Breede Valley Local Municipality	De Doorns, Touws Rivier
		Drakenstein	Saron
		Langeberg	Ashton, Bonnievale, Mc Gregor, Montagu, Robertson.
		Witzenburg Local Municipality	Op-Die-Berg, Prince Alfred Hamlet
WESTERN CAPE	**Garden Route District Municipality**		Calitz Dorp, De Rust, Dysselsdorp, Gouritsmond, Haarlem, Heidelberg, Herbertsdale, Ladismith, Nature's Valley, Slangrivier, Uniondale, Vanwyksdorp, Witsand, Zoar
	Overberg District Municipality	Cape Agulhas	Agulhas, Arniston, Bredasdorp, Elim, Klipdale, Napier, Protem, Struis Bay, Suiderstrand
		Swellendam Local Municipality	Barrydale, Buffeljagsrivier, Infanta, Malgas, Suurbraak, Swellendam
		Theewaterskloof Local Municipality	Genadendal, Greyton, Riviersonderend
	West Coast District Municipality	Bergrivier Local Municipality	Aurora, Eendekuil, Piketberg, Porterville, Redelinghuys
		Cederberg Local Municipality	Citrusdal, Clanwilliam, Elands Bay, Graafwater, Lambert's Bay, Leipoldtville, Wupperthal

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		Matzikama Local Municipality	Bitterfontein, Doring Bay, Ebenhaezer, Klawer, Kliprand, Koekenaap, Lutzville, Molsvlei, Nuwerus, Putsekloof, Rietpoort, Stofkraal, Strandfontein, Van Rhynsdorp, Vredendal
		Saldanha Bay Local Municipality	Hopefield
		Swartland Local Municipality	Koringberg
	Northern Cape	Namakwa District Municipality	Alexander Bay, Bulletrap, Calvinia, Carolusberg, Concordia, Eksteenfontein, Garies, Hondeklip Bay, Kamieskroon, Kleinzee, Koingnaas, Komaggas, Kuboes, Leliefontein/Kamiesberg, Loeriesfontein, Middelpos, Nababeep, Nieuwoudtville, O'Kiep, Port Nolloth, Sanddrift, Springbok, Steinkopf, Sutherland
MUNICIPAL AREAS IN WESTERN & NORTHERN CAPE	**Central Karoo District Municipality**	Beaufort West Local Municipality	Beaufort West, Merveville, Murraysburg, Nelpoort
		Laignsburg Local Municipality	Laingsburg, Matjiesfontein
		Prince Albert Local Municipality	Klaarstroom, Leeu Gamka, Prince Albert

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ADDENDUM 2

OFFICES OF THE NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF S.A

1. NATIONAL OFFICE – JOHANNESBURG

122 QUEEN STREET **KENSINGTON** **JOHANNESBURG** **2094** Email: info@nbcei.co.za	TEL: 011/339-2312

2. JOHANNESBURG REGIONAL OFFICE

122 QUEEN STREET **KENSINGTON** **JOHANNESBURG** **2094** Email: info@nbcei.co.za	TEL: 011/339-2312

3. BLOEMFONTEIN REGIONALOFFICE

74 VICTORIA ROAD **SHALLOWS** **BLOEMFONTEIN** **9301** Email: levy-jhb@nbcei.co.za	TEL: 051/444-5869 051/444-5984

4. CAPE TOWN REGIONAL OFFICE

11 VASCO BOULEVARD **CAPE TOWN** **7460** Email: levy-ct@nbcei.co.za	TEL: 021/591-4784 FAX: 021/591-6261

5. KWAZULU-NATAL REGIONAL OFFICE

23 LENNOX ROAD **GREYVILLE** **DURBAN** **4023** Email: levy-kzn@nbcei.co.za	TEL: 031/306-8100

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6. EAST LONDON REGIONAL OFFICE

UNIT 205 EDCOTT SQUARE **256 OXFORD STREET** **EAST LONDON** **5201** Email: levy-pe@nbcei.co.za	TEL: 043/722-0120/21

7. PRETORIA REGIONAL OFFICE:

1072 FRANCIS BAARD STREET **HATFIELD** **PRETORIA** **0028** Email: levy-jhb@nbcei.co.za	TEL: 012/110-4644

8. GQEBERHA REGIONAL OFFICE:

25 4th AVENUE **NEWTON PARK** **GQEBERHA** **6045** Email: levy-pe@nbcei.co.za	TEL: 041/363-5460

9. POLOKWANE REGIONAL OFFICE

8A LANDDROS MARE STREET **UNIT 1, BOAZ BUILDING** **POLOKWANE** **0699** Email: levy-jhb@nbcei.co.za	TEL: 015/291-4157

10. GEORGE REGIONAL OFFICE

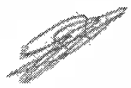
OFFICE 201 **YORK MALL100** **YORK STREET** **GEORGE** **6530** Email: levy-pe@nbcei.co.za	TEL: 044/874-5738

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11. UPINGTON OFFICE

40 SWARTMODDER STREET **RAND** **UPINGTON** **8801** Email: levy-jhb@nbcei.co.za	TEL: 051/444-5869 051/444-5984

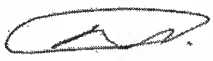
SIGNED AT **KENSINGTON** AS AUTHORISED FOR AND ON BEHALF OF THE PARTIES TO THE COUNCIL, THIS 25th day of February 2026.



S MAYISELA - NATIONAL CHAIRMAN – NBCEISA - FOR SAEWA



R VILJOEN – NATIONAL VICE-CHAIRMAN – NBCEISA - FOR ECA(SA)





D VAN DEVENTER AND M MFIKOE – NATIONAL GENERAL SECRETARY

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NON-GOVERNMENTAL ORGANIZATION

NOTICE 4198 OF 2026

Public Notice

NUCLEAR INSTALLATION SITE LICENCE APPLICATION FOR THE THYSPUNT SITE

Eskom has been instructed by the National Nuclear Regulator (NNR), to publish updated information relating to the Nuclear Installation Site Licence (NISL) application for the Thyspunt Site in the Government Gazette and a minimum of two (2) newspapers circulating in every municipality affected by the application.

Pursuant to the provisions of Section 21(5)(b) of the National Nuclear Regulator Act, 1999 (Act No. 47 of 1999), interested and affected parties are invited to make written representations, on nuclear and radiological safety concerns relating to the public and the environment connected to the application. The representations must reach the NNR within 90 days from the date of publication in the Government Gazette.

All written representations should be marked for the attention: **NNR Programme Manager: Nuclear Power Plants** and submitted as follows:

a) Hardcopies delivered to:
   i) NNR Site office, 17 Atlantic Avenue, Duynefontein, 7441 Cape Town.
   ii) NNR Head office. Eco Glades 2, Block G, Eco Glades Office Park, 420 Witch Hazel Avenue, Highveld, Centurion.
   iii) Posted to The National Nuclear Regulator, P.O. Box 46055, Kernkrag, 7441.
b) Emailed to: NISLcomments@nnr.co.za

The NISL Application includes a Public Information Document in English, Afrikaans and isiXhosa versions, redacted Updated Thyspunt Site Safety Report (TSSR) and Supporting Documents.

Relevant documentation can be found online:

- NNR website at URL https://nnr.co.za/applications-in-progress/
- Eskom website at URL https://www.eskom.co.za/thyspunt-nisl-application-documents/

NIE-REGERINGSORGANISASIE

KENNISGEWING 4198 VAN 2026

Publieke Kennisgewing

KERNINSTALLASIETERREINLISENSIE AANSOEK VIR DIE THYSPUNT-TERREIN

Eskom is deur die Nasionale Kernreguleerder (NNR) opdrag gegee om die opgedateerde inligting rakende die aansoek om die kerninstallasieterreinlisensie (NISL) vir die Thyspunt-terrein in die Staatskoerant en in 'n minimum van twee (2) koerante wat in elke munisipaliteit wat deur die aansoek geraak word, sirkuleer, te publiseer.

Ingevolge die bepalings van Artikel 21(5)(b) van die Wet op die Nasionale Kernreguleerder, 1999 (Wet 47 van 1999), word belanghebbende en geaffekteerde partye die geleentheid gegun om geskrewe of mondelinge vertoë te rig oor kern- en radiologiese veiligheidskwessies rakende die publiek en die omgewing wat met die aansoek verband hou. Die vertoë moet die NNR binne 90 dae vanaf die datum van publikasie in die Staatskoerant bereik.

Alle geskrewe vertoë moet gemerk word vir aandag: **NNR Programbestuurder: Kernkragstasies** en soos volg ingedien word:

a) Hardekopieë afgelewer by:
   i) NNR Terreinkantoor, Atlantic Laan 17, Duynefontein, 7441 Kaapstad.
   ii) NNR Hoofkantoor, Eco Glades 2, Blok G, Eco Glades Kantoorpark, Witch Hazel Laan 420, Highveld, Centurion.
   iii) Gepos na: Die Nasionale Kernreguleerder, Posbus 46055, Kernkrag, 7441
b) Per e-pos na: NISLcomments@nnr.co.za

Die NISL-aansoek sluit 'n Openbare Inligtingsdokument in Engels, Afrikaans en isiXhosa weergawes, geredigeerde Opgedateerde Thyspunt-terreinveiligheidsverslag (TSSR) en Ondersteunende Dokumente in.

Relevante dokumentasie is beskikbaar aanlyn:

- NNR webwerf by URL https://nnr.co.za/applications-in-progress/
- Eskom webwerf by URL https://www.eskom.co.za/thyspunt-nisl-application-documents/

Isaziso Soluntu

ISICELO SELAYISENISI YESIZA SOKUFAKELWA KWENYUKLIYA ETHYSPUNT

Inkampani yakwaEskom ifumene igunya kuMlawuli Jikelele weNyukliya (i-NNR) lokupapasha esidlangalaleni ingcukacha eziphuhlisiweyo zokucela ilungelo lokwakha indawo yokuvelisa amandla eNyukliya kwisiza saseThyspunt. Olupapasho luzofakwa kwiPhephandaba likaRhulumente (i-Government Gazette) nakumaphephandaba oluntu, ebuncinaneni amabini, koMasipala bendawo ezichaphazelekayo ngesisicelo.

Umthetho weNyukliya elizweni (NNR Act, 1999), kwimiqathango yeCandelo 21(5)(b), igunyasiza abantu abachaphazelekayo ngesisicelo ukuba bavakalise izimvo zabo ngenkxalabo abanazo ngenkuseleko yabo kunye nezinto ezibangqondileyo. Ezizimvo zabantu kufuneka zibhalwe phantsi zithunyelwe kwiNNR zingadlulanga iintsuku ezingamashumi asithoba (90-days) kususela kumhla wokupapashwa kwisisaziso kwiPhephandaba likaRhulumente (i-Government Gazette).

Izimvo ezibhaliweyo mazithunyelwe ngoluhlobo kwi-**NNR Programme Manager: Nuclear Power Plants**:

a) Iincwadi ezibhaliweyo zingasiwa ngesandla kwezindawo zilandelayo:
   i. NNR Site office, 17 Atlantic Avenue, Duynefontein, 7441 Cape Town.
   ii. NNR Head office. Eco Glades 2, Block G, Eco Glades Office Park, 420 Witch Hazel Avenue, Highveld, Centurion.
   iii. Zingaposelwa kuledilesi: The National Nuclear Regulator, P.O. Box 46055, Kernkrag, 7441
b) Zingathunyelwa kule imeyile: NISLcomments@nnr.co.za

Isicelo se-NISL siquka Uxwebhu LweNkcukacha ZoLuntu ngeelwimi zesiNgesi, nesiBhunu kunye nesiXhosa, uHlaziyo loMxhobo woKhuseleko weThyspunt (TSSR) olucinyiweyo kunye neZibhalo eziXhasayo.

Ulwazi olufanelekileyo malunga nesi-Sicelo lufumaneka kwi-intanethi:

- Kwi-website ye-NNR kuledilesi: https://nnr.co.za/applications-in-progress/
- Kwi-website ye-Eskom kuledilesi: https://www.eskom.co.za/thyspunt-nisl-application-documents/

PARLIAMENT OF THE REPUBLIC OF SOUTH AFRICA

NOTICE 4199 OF 2026

MR K. MILEHAM, MP

NOTICE OF INTENTION TO INTRODUCE A PRIVATE MEMBER'S BILL AND INVITATION FOR COMMENT ON THE DRAFT ELECTRICITY REGULATION AMENDMENT BILL, 2026

Mr K. Mileham, MP, acting in accordance with section 73(2) of the Constitution of the Republic of South Africa, 1996, intends to introduce the Electricity Regulation Amendment Bill, 2026 ("draft Bill"), in Parliament. An explanatory summary of the draft Bill is hereby published in accordance with Rule 276(1)*(c)* of the Rules of the National Assembly (9th Edition).

The draft Bill seeks to close the accountability gaps that have allowed the National Energy Regulator ("NERSA") to preside over R54.7 billion in calculation errors without consequence. The draft Bill codifies the principle of finality, regarding tariffs set or approved by NERSA, to ensure that the South African consumer does not bear the financial cost of any calculation errors.

In accordance with the recent North Gauteng High Court judgments of *Afriforum v NERSA & Others* ("*Afriforum* judgment") and *Eskom v NERSA & Others*, the draft Bill provides that any error made in respect of the setting or approval of a tariff may only be corrected, varied, or set aside by judicial review. The aforesaid will therefore end the practice of labelling multi-billion rand calculation errors as "clerical errors" in order to avoid public scrutiny.

Furthermore, the draft Bill ensures that a tariff set or approved by NERSA may not be implemented in a financial year that has already commenced and must be applied prospectively in order to avoid back-dated retrospective "clawbacks" that ignore the *functus officio* doctrine. In accordance with the *Afriforum* judgment, the draft Bill mandates that cost of supply studies must accompany all tariff applications submitted to NERSA in order to end the era of "benchmarking" and unsubstantiated municipal hikes that have left consumers facing potential retrospective and retroactive billing chaos.

In summary, the draft Bill is a direct intervention to restore the rule of law to energy regulation and to ensure that technical failure by the state does not continue to manifest as an assault of the wallets of ordinary citizens.

Interested parties and institutions are invited to submit written representations on the proposed content of the draft Bill to the Speaker of the National Assembly within 30 days of the publication of this

notice. Representations can be delivered to the Speaker, New Assembly Building, Parliament Street, Cape Town; mailed to the Speaker, P O Box 15 Cape Town 8000, or emailed to electricityrabill@parliament.gov.za and copied to legislation@da.org.za

Copies of the draft Bill may be obtained by emailing legislation@da.org.za

BOARD NOTICE 1001 OF 2026

2022-2032 | INTERNATIONAL DECADE OF Indigenous Languages

PanSALB
PAN SOUTH AFRICAN LANGUAGE BOARD

LANGUAGE ADVICE AND RECOMMENDATIONS REPORT

2025/2026 FINANCIAL YEAR



Language Advice and Recommendations
2025/2026

Executive Summary

This report presents the Pan South African Language Board's (PanSALB) official Language Advice and Recommendations for the 2025/2026 reporting period, submitted for public in accordance with section 12 of the PanSALB Act as amended.

The report reflects a rigorous consultative process involving National Language Bodies, Provincial Language Committees, technical experts, and internal governance structures. It consolidates evidence-based recommendations to strengthen multilingualism, improve language policy implementation, and ensure linguistic equity across South Africa.

The key focus areas included:

- Standardisation of African languages, particularly compliance with Spelling and Orthography.
- Verification and authentication of terminology in education and other sectors.
- Promotion of multilingualism in public administration, including the provision of South African Sign Language.
- Strengthening the implementation and enforcement of language policies.
- Supporting marginalised languages through targeted interventions in the education system.

A central feature of the report is its emphasis on compliance with the PanSALB Act, which mandates organs of state to implement language policies that uphold multilingualism and equitable language use. Some of the language advice or recommendations may be published in the national gazette to formalise their binding status, improve accountability, and enhance public awareness.

Ultimately, the report reinforces PanSALB's role as a guardian of language rights and a driver of inclusive language practices in governance, education, and public life.

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Language Advice and Recommendations 2025/2026

1. Introduction

The Pan South African Language Board (PanSALB) presents its consolidated Language Advice and Recommendations Report for the 2025/2026 reporting period. This report is submitted to the public in fulfilment of PanSALB's mandate to promote multilingualism and advise organs of state on language policy, legislation, and practice.

2. Mandate and Legislative Framework

PanSALB derives its authority from the PanSALB Act, which mandates that the institution promote and create conditions for the development and use of all official languages and advise the government on language matters.

Section 8(1) of the Act empowers PanSALB to develop language policy advice, make recommendations to all organs of state, and ensure implementation of advice and recommendations provided. Furthermore, the PanSALB Act provides that the Board's recommendations become binding to ensure enforceability and compliance.

3. Methodology and Consultation Process

3.1. The report is the product of an inclusive and structured consultation process involving taking a bottom-up approach, where the Technical Committees of the National Language Bodies (NLBs) and the Provincial Language Committees (PLCs) identify the language matters that require the Board's attention and direct communication with the organs of state.

3.2. The internal review processes go through the Language Development and Use Division to the Management and Executive Committees to the Core Mandate Committee of the Board and the Board.

3.3. The approval process also depends on whether the advice is operational or more strategic. For the operational advice, the CEO approves for submission to the Accounting Officer of the organ of state. However, for strategic and legislative advice and recommendations, those are approved by the Chairperson of the Board as an Accounting Authority and are directed to the Accounting Authority or Executive Authority of the organ of state concerned.

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Language Advice and Recommendations
2025/2026

All recommendations were verified to ensure alignment with PanSALB's legislative mandate and strategic priorities.

4. Strategic Focus Areas

PanSALB's interventions for 2025/2026 focus on:

4.1. Language standardisation and orthography
4.2. Terminology verification and authentication
4.3. Language policy development and enforcement, and
4.4. Promotion of multilingualism and linguistic rights

5. SUMMARY OF ADVICE TO THE ORGANS OF STATE

5.1. Language Standardisation and Orthography

a) Summary: The National Language Bodies (NLBs), through PanSALB, advised the Publishers Association of South Africa (PASA) to engage with senior provincial managers responsible for administering the NLBs to obtain updated information on the revised Spelling and Orthography Rules of the official African languages. PASA is further encouraged to participate in workshops and engagements that will support the correct implementation of the revised rules and address challenges arising from outdated spelling and orthography found in teaching and learning materials.

b) **Final Resolution:** It was advised that each National Language Board (NLB) convene its respective orthography and spelling rules workshop virtually, utilizing Microsoft Teams. This format is proposed to ensure both financial efficiency and logistical convenience, given that PanSALB members are located across multiple provinces. Each NLB will determine an appropriate date and time for its workshop, which will be facilitated by the relevant technical committee. This operational advice has been concluded.

5.2. Terminology Verification and Authentication

a) Summary: The Xitsonga National Language Body (NLB), represented by its Language in Education Technical Committee, sought an appointment with the Department of Basic Education (DBE) to discuss concerns regarding the Xitsonga CAPS document. The NLB has identified that the document does not comply with Xitsonga Spelling and Orthography Rules. The Committee believes that a physical

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meeting would be more effective than written communication (emails or letters) for addressing these issues.

b) Final Resolution: The Xitsonga NLB convened with the DBE to address all authentication issues related to the Xitsonga Curriculum and Assessment Policy Statement (CAPS) for Mathematics, Natural Science, and Technology. Following constructive discussions, a consensus was reached, and the Xitsonga NLB authenticated the learning materials, which were subsequently submitted to the DBE. This matter is concluded.

5.3. **Co-option of Hosi Ngove PC to the Xitsonga National Language Body**

a) **Summary**: The Xitsonga National Language Body (NLB) received letters of objection regarding the co-option of Hosi Ngove PC as a member of the Xitsonga NLB, following a nomination by the Limpopo Provincial House of Traditional Leaders. After review, the Xitsonga NLB rejected the objection, thereby upholding the original nomination of Hosi Ngove by the Limpopo Provincial House of Traditional Leaders.

b) **Resolution:** It was resolved that the correspondence be redirected to the Limpopo House of Traditional Leaders, in line with the provincial COGTA advice. The letter has been duly amended to reflect this change and dispatched. The advice is still pending a final response from the Limpopo House of Traditional Leaders.

5.4. **Usage of Sesotho sa Leboa in schools**

a) **Summary**: During its quarter three meeting, the Sesotho sa Leboa National Language Body (NLB) took a resolution that the NLB must request the introduction of phonetics instruction within the curriculum of the Department of Basic Education (DBE), particularly in the Foundation and Intermediate Phases. This intervention is proposed as a measure to strengthen literacy development, improve pronunciation standards, and enhance multilingual education outcomes across official languages.

b) **Operational Recommendation:** The Sesotho sa Leboa NLB should first familiarise itself with the Department of Basic Education's literacy programmes, including curriculum initiatives and plans to address low literacy levels in the language. It should further empower the DBE around the reintroduction of the phonetics based on a research study that the NLB shall conduct. The matter was considered not ready for escalation to the Board. The Sesotho sa Leboa NLB is expected to strengthen its advice by aligning it with national literacy programmes and by conducting a supporting research study. This study will inform the advice by providing proposals and recommendations for the reintroduction of phonetics in Sesotho sa Leboa.

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Language Advice and Recommendations
2025/2026

6. LANGUAGE RECOMMENDATIONS TO ORGANS OF STATE BY PanSALB BOARD

6.1. Advisory Report on Matters Relating to Language Use in Gauteng: Gauteng Provincial Language Committee (GPLC)

a) **Summary:** The Gauteng Provincial Language Committee (GPLC) previously submitted advice—through the PanSALB Board—to the Gauteng Department of Education (GDE) regarding the Gauteng post-provisioning model. The GDE responded by indicating that the matter falls under the mandate of the national Department of Basic Education (DBE).

b) **Final Resolution:** A formal letter was submitted to the National Department of Basic Education (DBE) requesting special dispensation for post-provisioning for previously marginalised languages, irrespective of learner enrolment numbers. The DBE acknowledged receipt of the letter and committed to considering and implementing the recommendations put forward by PanSALB. PanSALB will monitor DBE's implementation of this recommendation.

6.2. LACK OF SASL INTERPRETER AT MADLANGA COMMISSION

a) **Summary**: PanSALB is established under the Constitution and the PanSALB Act, and is responsible for promoting and protecting all official languages, including South African Sign Language (SASL). The Act requires PanSALB to operate impartially and independently, while organs of state must support its effectiveness. PanSALB also has the authority to advise government bodies on language-related policies and practices. PanSALB expressed concern that the Madlanga Commission's public proceedings did not provide a SASL interpreter. This exclusion prevented the Deaf community from accessing information, which is especially troubling during Deaf Awareness Month as it infringes on their linguistic rights and undermines inclusivity.

PanSALB advised that:

i. The Department of Justice and Constitutional Development (DoJ&CD) must provide SASL interpreting services for the full duration of the Madlanga Commission to ensure accessibility for the Deaf community.

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ii. Consideration should also be given to making information available in all other official languages.

iii. PanSALB offered to be consulted on the practical modalities for implementing these measures

b) **Final Resolution**: The DoJ&CD responded positively and provided SASL interpretation throughout the sessions. However, it remains the sole responsibility of broadcasting houses to include departmental interpreting in their broadcasts.

6.3. PROMULGATE THE LANGUAGE POLICY OF THE DEPARTMENT OF BASIC EDUCATION

a) **Summary:** PanSALB is a constitutional body mandated to promote and protect all languages in South Africa and to advise organs of state on language policy matters. Acting under its legal mandate, PanSALB raised concern that although the Department of Basic Education (DBE) published a draft Language Policy for public comment in 2015, the policy has still not been promulgated nearly ten years later. This prolonged delay may undermine the promotion of multilingual education and compliance with language legislation.

b) **Recommendation**:

PanSALB advised that the DBE must:

i. Explain why the DBE Language Policy has not been finalised and made legally enforceable.

ii. Clarify the impact of this delay on multilingual education.

iii. Confirm whether the DBE has an established and functional Language Unit as required by law.

iv. Indicate whether the Language Unit, if it exists, is adequately resourced to operate effectively.

6.4. **Resolution**: A recommendation letter was sent to the DBE Minister, and PanSALB is still waiting for a response.

7. Conclusion

7.1. The advice and recommendations issued by the Pan South African Language Board (PanSALB) to organs of state are grounded in its constitutional and legislative mandate to promote multilingualism, protect language rights, and ensure compliance with national language legislation.

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Language Advice and Recommendations 2025/2026

7.2. Through these interventions, PanSALB seeks to strengthen accountability, enhance institutional capacity, and ensure that language policies are effectively developed, promulgated, and implemented.

7.3. Organs of state are encouraged to give due consideration to PanSALB's advice and recommendations, as doing so contributes to the advancement of equitable access to services, the promotion of social cohesion, and the realization of constitutional language rights.

7.4. Effective collaboration and responsiveness by organs of state are essential to ensure that South Africa's linguistic diversity is meaningfully respected and integrated into public administration and service delivery.

END

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Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001
Contact Centre Tel: 012-748 6200. eMail: info.egazette@gpw.gov.za
Publications: Tel: (012) 748 6053, 748 6061, 748 6065

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