



PROVINCE OF THE EASTERN CAPE  
IPHONDO LEMPUMA KOLONI  
PROVINSIE OOS-KAAP

# Provincial Gazette Igazethi Yephondo Provinsiale Koerant

Vol: 29

BISHO/KING WILLIAM'S TOWN

11 April 2022  
11 April 2022

No: 4722

**We all have the power to prevent AIDS**



**AIDS  
HELPLINE**

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DEPARTMENT OF HEALTH

**Prevention is the cure**

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**GENERAL NOTICES • ALGEMENE KENNISGEWINGS****GENERAL NOTICE 52 OF 2022****ROAD TRAFFIC MANAGEMENT CORPORATION ACT****NOTICE OF AGREEMENT BETWEEN CHIEF EXECUTIVE OFFICER OF ROAD  
TRAFFIC MANAGEMENT CORPORATION AND VARIOUS PROVINCES**

The Road Traffic Management Corporation hereby and in terms of Section 31(2) of Road Traffic Management Act, 1999 (Act No. 20 of 1999), gives Notice that the Chief Executive Officer of the Road Traffic Management Corporation has entered into agreements in the Schedule hereto with the respective Provincial Departments to perform the functions as stipulated in the agreement, functions so allocated to the Members of the Executive Council in terms of the National Road Traffic Act, 1996 (Act No. 93 of 1996), or any other law relating to road traffic, on behalf of the Members of the Executive Council.

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**Adv. MS Msibi**

**Chief Executive Officer**

**Date:**

**Schedule:**



**Road Traffic**  
Management Corporation

**ONLINE SERVICES MEMORANDUM OF UNDERSTANDING**

entered into by and between

**THE ROAD TRAFFIC MANAGEMENT CORPORATION**

and

**EASTERN CAPE DEPARTMENT OF TRANSPORT, SAFETY &  
LIAISON**

NR  
EA



## AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

**PREAMBLE**

**WHEREAS**, the Province is responsible for the testing, registration and licensing of motor vehicles in terms of the National Road Traffic Act (NRTA) and Regulations and Section 4 of the NRTA provides that the registration and licensing system of motor vehicles for each province shall be as prescribed and the Member of the Executive Council (MEC), as per the provisions of the NRTA, may prescribe baseline fees and penalties payable to the Province when a motor vehicle license is renewed;

**WHEREAS** Regulation 25A(1) of the Regulations provides that if a MEC concerned deems it expedient, he or she may allow for the licensing of a motor vehicle by the owner thereof through a bank's Automatic Teller Machine (ATM) or other form of electronic means;

**WHEREAS** the Road Traffic Management Corporation (RTMC), as the owner of the National Traffic Information System (NaTIS), has developed certain online functionalities, which functionalities includes amongst others the issuance and delivery of a motor vehicle licence disc issued online, online registration of a motor vehicle by the title holder, online notification of change of ownership by the current title holder, online booking for a learner's or driving licence test and online booking for the renewal and delivery of credit card format driving licence;

**WHEREAS** the COVID-19 outbreak of the pandemic led to the declaration of the lockdown and Risk Adjusted Strategy regulating and minimising movement and simultaneously promoting E-commerce platforms, with Health and Safety Protocols.

**WHEREAS** the Province desires the RTMC to render online motor vehicle license renewal services and collect, subject to the provisions of this Agreement, all motor vehicle license fee renewal payments and if applicable penalties, made by Motor Vehicle Owners when utilising the RTMC online services.

## AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

NOW THEREFORE THE PARTIES agree as follows –

**1. PARTIES**

1.1 The Parties to this Agreement are–

- 1.1.1 The Road Traffic Management Corporation, a statutory entity, established in terms of the Act and listed as a Schedule 3A public entity in terms of the PFMA, herein represented by Adv. M S Msibi in his capacity as Chief Executive Officer, duly authorised thereto; and
- 1.1.2 The Eastern Cape Department of Transport, ~~Safety & Liaison~~ acting for and on behalf of the Eastern Cape Provincial Government, herein represented by M C MAFANI in his/her capacity as HEAD OF DEPARTMENT and duly authorised thereto.

**2. DEFINITIONS AND INTERPRETATION**

**2.1 Definitions**

In this Agreement, the following expressions and words have the meaning assigned to them below and derivative expressions and words have a corresponding meaning, unless inconsistent with or otherwise indicated by the context–

- 2.1.1 **"Account"** means the bank account opened in the name of the RTMC to receive and manage all license renewal fee payments;
- 2.1.2 **"Act"** means the means the Road Traffic Management Corporation Act, 1999 (Act No. 20 of 1999);
- 2.1.3 **"Agreement"** means the contents of this Agreement together with the Annexures hereto;
- 2.1.3 **"Baseline Fees"** means the fees charged by the various provinces for the licensing of a motor vehicle;
- 2.1.4 **"Business Day"** means any day in the RSA which is not a Saturday, Sunday or official public holiday within the meaning of the Public Holidays Act, 1994 and all references in

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## AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

this Agreement to days shall be deemed calendar days, unless specifically stipulated as being Business Days;

- 2.1.5 **"CEO"** means the Chief Executive Officer of the RTMC appointed in terms of the Act;
- 2.1.6 **"COVID -19"**, means the Novel Coronavirus (2019 -nCov) which is an infectious disease caused by a virus, which emerged during 2019 and was declared a global pandemic by the WHO during the year 2020 that has previously not been scientifically identified in humans;
- 2.1.7 **"Confidential Information"** means all information or data of any nature, tangible or intangible, oral or in writing and in any format or medium, which by its nature or content is or ought reasonably to be identifiable as confidential and/or proprietary to the Disclosing Party's information, or which is provided or disclosed in confidence, and which the Disclosing Party or any person acting on behalf of the Disclosing Party may disclose or provide to the Receiving Party;
- 2.1.8 **"Disclosing Party"** means either of the Parties which discloses Confidential Information to the other of the Parties;
- 2.1.9 **"Effective Date"** means the date of the signature of this Agreement by the Party signing last in time
- 2.1.10 **"Head of Department"** means the public servant who is the administrative head of the Department and the accounting officer in terms of the Public Finance Management Act, 1999 (Act No. 1 of 1999).
- 2.1.11 **"MEC"** means Member of the Executive Counsel;
- 2.1.12 **"Month"** means a calendar Month;
- 2.1.13 **"NaTIS"** means the computerised National Traffic Information System that is used as a register that supports the NRTA and Regulations;
- 2.1.14 **"NRTA"** means the National Road Traffic Act, 1996 (Act No 93 of 1996);
- 2.1.15 **"Parties"** means RTMC and/or the Province as the context indicates, and "Party" shall mean either one of them as the context may indicate;

## AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 2.1.16 **"PFMA"** means the Public Finance Management Act, 1999 (Act No 1 of 1999);
- 2.1.17 **"Project Manager"** means the representatives of the Parties appointed by them in terms of clause 11 to fulfil the functions set out therein;
- 2.1.18 **"Project meetings"** means the Project meetings between the representatives of the Parties in terms of clause 11;
- 2.1.19 **"Province"** means the Party as fully described in clause 1.1.2;
- 2.1.20 **"Receiving Party"** means either of the Parties which receives Confidential Information from the other of the Parties;
- 2.1.21 **"Regulations"** means the National Road Traffic Regulations, 2000;
- 2.1.22 **"RTMC"** means the Party as more fully described in clause 1.1.1;
- 2.1.23 **"Services"** means the online motor vehicle license renewal services, which includes the collection and distribution of Licensing Renewal Fees, Penalties and Service Fees;
- 2.1.24 **"Service Fees"** means the percentage fee charged and payable to the RTMC by the Province;
- 2.1.25 **"Staff"** means any employee, independent contractor, agent, consultant, sub-contractor or other representative of either Party;
- 2.1.26 **"Transaction Fees"** means the monies charged per online NaTIS service in terms of section 24(1)(a) of the Act.

**2.2 Interpretation**

- 2.2.1 In this Agreement unless the context indicates a contrary intention an expression which denotes –
- 2.2.1.1 any reference to the singular includes the plural and vice versa;
- 2.2.1.2 any reference to the natural person includes legal persons and vice versa;





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**AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES**

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- 2.2.1.3 any reference to a gender includes the other genders;
- 2.2.2 if any provision in any definition constitutes a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of this Agreement, notwithstanding that it is only contained in the definition and interpretation clause;
- 2.2.3 when any number of days are prescribed same shall, unless otherwise specifically stated, be reckoned exclusively of the first and inclusively of the last day;
- 2.2.4 where any provision contemplates a notice to be given, such notice shall, unless expressly provided otherwise, be made in writing;
- 2.2.5 where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 2.2.6 any word or expression used in this Agreement which is defined in the Act shall bear the same meaning in this Agreement as assigned to it by the Act;
- 2.2.7 if any provision of this Agreement is in any way inconsistent with the provisions of the PFMA, or the Act, the provisions of the PFMA, or the Act shall prevail, and this Agreement shall be read in all respect subject thereto.

**3. PURPOSE OF AGREEMENT**

- 3.1 The purpose of this Agreement is to: -
- 3.1.1 formalise the relationship between the RTMC and Province pursuant to the provisions of the PFMA;
- 3.1.2 establish the terms and conditions subject to which the RTMC will render the Services to the Province;
- 3.1.3 providing for the determination of and the payment of the Service Fee by the Province to the RTMC for rendering the Services;
- 3.1.4 to establish the procedure by which the RTMC will receive all baseline fees payments made by the public for the renewal of motor vehicle licenses and payment of such

## AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

payments received to the Province.

#### 4. APPOINTMENT

The Province hereby and subject to the provisions of this Agreement and any applicable legislation, appoints the RTMC to render the Services set - out in this Agreement and the RTMC hereby accepts such appointment.

#### 5. DURATION

5.1 This Agreement shall commence on the Effective Date and shall subject to the provisions of clause 5.2, continue for a minimum period of 5 (five) years ("Termination Date") from the Effective Date.

5.2 With effect from the Termination date, this Agreement shall endure indefinitely subject to 5 (five) years written notice of termination given by either Party to the other.

#### 6. SERVICES

6.1 The RTMC shall, unless specified otherwise:

6.1.1 on NaTIS, make available online license renewal functionality to be utilised by the public to renew motor vehicle license renewals;

6.1.2 subject to the provisions of the PFMA, open and manage the Account;

6.1.3 on a daily basis manage and monitor and control all online motor vehicle license renewals and receive all license renewal fee and if applicable, penalty payments deposited into the Account by-

6.1.3.1 printing the license disc;

6.1.3.2 reconciling each payment received; and

6.1.3.3 prepare a comprehensive and detailed monthly reconciliation report;

6.1.3.4 transfer all reconciled transactions, subject to paragraph 8 hereunder, to the

## AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

account identified by the Province, which transfer will be on or before the 21st of the month following the month of receipt.

- 6.2 **Problem and negative trend identification.** Should RTMC encounter any problem or identify any trend in the services, which could cause or indicate the likely occurrence of faults, defects or delays, it shall immediately report such matter to the Province. The Parties shall thereafter agree on corrective measures to be taken to address or pre-empt the problem of this Agreement.
- 6.3 **Diligence, care and professionalism.** RTMC shall exercise all reasonable diligence, care and act in a professional manner in the execution of this Agreement and the provision of the Services and shall not do anything that would discredit, dishonour, reflect adversely on or injure the reputation of the Province.
- 6.4 RTMC shall immediately inform the Province if it appears, in the light of information that has come to hand, that the services require revision for whatsoever reason.
- 6.5 Meetings. RTMC shall attend all meetings including Steering Committee meeting aimed at monitoring the progress of the services as reasonably required by the Province.
- 6.6 RTMC shall promptly notify the Province of any information, received by RTMC, which in the opinion of RTMC is likely to be of interest, use or benefit to the Province in relation to the Services or this Agreement.
- 6.7 All reports and documentation to be provided by RTMC shall be signed off by RTMC Project Manager.
- 6.8 All reports and information provided by RTMC to the Province in terms of this Agreement shall contain accurate information so as to enable the Province to monitor the Service standards.
- 6.9 Place of payment. Payment for the Services shall be made by the RTMC to the Province by electronic transfer into the following banking account.

Bank:.....;

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## AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

Account Name:.....;

Account Number: .....

Branch Code: .....

**7. SERVICE FEE**

7.1 The RTMC shall subject to the provisions of 8.2, be entitled to and be paid a Service Fee of 8% by the Province of and for all baseline fees and penalties collected on behalf of the Province.

7.2 Collected fees and penalties shall not include Transaction Fees collected.

**8. RELATIONSHIP BETWEEN THE PARTIES**

8.1 This Agreement shall not constitute, or be deemed to constitute, a partnership between the Parties and neither Party shall have any right, authority or power to bind the other, or incur any liability on behalf of the other or to pledge the credit of the other Party.

8.2 Nothing in this Agreement shall constitute, or be deemed to constitute, an employment contract between the Parties, or be deemed to constitute such a relationship.

8.3 The Parties shall at all times have a duty of good faith in their dealings with one another.

**9. GENERAL OBLIGATIONS OF THE PARTIES**

The Parties shall co-operate with each other in good faith.

**10. WARRANTIES AND REMEDIES**

RTMC warrants that it is fully conversant with all relevant statutory requirements having a direct or indirect bearing on this Agreement and that it shall comply with all laws and regulations of the Republic of South Africa, and in particular the PFMA.



## AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

**11. CONTRACT MANAGEMENT**

- 11.1 Steering Committee.** Each Party shall appoint, in writing, after the Effective Date representatives and alternates to represent the Parties on the Steering Committee.
- 11.2 Constitution of Steering Committee.** The Steering Committee shall comprise of 2 (two) representatives of each Party.
- 11.3** The chairperson of the Steering Committee shall be the RTMC's Project Manager, to represent the Parties at a Steering Committee meeting.
- 11.4** Any appointment, removal or replacement of representatives by a Party shall be by notice to the other Party and shall be effective as soon as such notice is received by the other Party.
- 11.5** The Steering Committee may from time to time co-opt additional persons to sit on the Steering Committee, whether in a voting or monitoring capacity.
- 11.6 Functions.** The functions of the Steering Committee shall be—
- 11.6.1** continually review the management information requirements of the Steering Committee and agree on any variations in such functions to provide a means for the joint review of issues relating to all day-to-day aspects with regard to the Services;
  - 11.6.2** to provide a forum for joint strategic discussion, and possible variations of the Services to be performed by RTMC;
  - 11.6.3** in certain circumstances, pursuant to the Dispute Resolution, to provide a means of resolving disputes or disagreements between the Parties;
  - 11.6.4** to review and discuss any other issues with regard to the Services;
  - 11.6.5** where any specific action or consent is required by either Party in terms of this Agreement;
  - 11.6.6** report to each other for the duration of this Agreement and shall ensure that any unacceptable performance by a Party of its obligations in terms of this

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**AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES**

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Agreement is brought to the attention of the Steering Committee timeously to enable the RTMC to take suitable corrective action.

- 11.7 **Status of Decisions.** No decision of the Steering Committee's meetings shall have the effect of amending the terms of this Agreement.
- 11.8 **Minutes of Meetings.** All meetings between the Parties shall be recorded and signed by a member of the Parties representing each of the Parties on the Steering Committee and the minutes so kept shall be circulated to the members of the Steering Committee within 7 (seven) days of each meeting.
- 11.9 As soon as possible after the Effective Date, each Party shall appoint a Project Manager and notify the other Party of such appointment.
- 11.10 **Authority.** Each Party shall ensure that their Project Manager will have the necessary skill, expertise and experience to carry out such responsibility. Unless otherwise specifically provided in this Agreement or agreed to in writing by a Party, such Party's Project Manager shall not be entitled to make any operational decisions concerning the provision of the Services and shall not be authorised to bind or commit it to any amendments to this Agreement.
- 11.11 Either Party shall be entitled at any time to terminate the appointment of its Project Manager by notice to the other Party or to appoint any other person as Project Manager and such termination shall take effect in terms of such notice.
- 11.12 All communications concerning the management of this Agreement shall, unless otherwise agreed to between the Parties, take place between the Parties' respective Project Managers.

**12. FINANCIAL ARRANGEMENTS**

Except for the payment of the Service Fee by the Province to the RTMC each Party shall bear its own costs in the fulfilment of its obligations in terms of this Agreement.



## AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

**13. FORCE MAJEURE**

- 13.1 Force majeure event.** *Force majeure* shall mean any material event beyond the control of either Party whose occurrence could not have been reasonably foreseen at the date of execution of this Agreement and which, despite the exercise of diligent efforts, such Party was unable to prevent, limit or minimise, including but not limited to fire, explosion, war, revolution, riot, insurrection, protest and/or boycott action, floods, storms and other natural disturbances, perils of the sea, breakdown of machinery and equipment (not avoidable by proper maintenance and planning), and/or Act of God and which causes material and unavoidable damage to property, material delays or interruptions.
- 13.2 Notify of force majeure event.** The Party prevented from fulfilling its obligations in terms of this Agreement shall on becoming aware of such *force majeure* event promptly notify the other Party of such *force majeure* event and when such an event of *force majeure* has ceased.
- 13.3 No liability for force majeure.** Neither Party shall be considered to be in default or in breach of its obligations under this Agreement if and to the extent that performance of such obligation is prevented by any circumstances of *force majeure*, which arise after the Effective Date.
- 13.4 Endeavour to continue obligations.** Upon the occurrence of any *force majeure* event the Parties shall endeavour to continue to perform its obligations under this Agreement so far as reasonably possible. The Party shall notify the other of the steps it proposes to take including any reasonable alternative means for performance, which is not prevented by the *force majeure* event and shall not take such steps unless directed by the other to do so.
- 13.5** If the *force majeure* event continues for a period of 90 ((ninety) days, the Parties shall promptly consult with the view to reaching a mutually satisfactory resolution to the change in circumstances. In the event that the Parties do not reach a mutually satisfactory resolution either Party may terminate this Agreement.
- 13.6 Failure to notify force majeure event.** If a Party fails to inform the other Party of

## AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

the *force majeure* event concerned as set out in this clause 13 then such Party shall thereafter not be entitled to refer to or rely on such *force majeure* event as a reason for non-fulfilment of any obligation in terms of this Agreement, provided that this obligation to perform shall not apply if a *force majeure* event is known by both Parties or the Party is unable to inform the other Party due to the *force majeure* event.

- 13.7 The foregoing provisions of this clause 13 shall not excuse or release the Party claiming *force majeure* from obligations due or performable, or compliance required, under this Agreement prior to the *force majeure* event nor failures, delays in performance or obligations not affected by the event of *force majeure*, except to the extent that same cannot be performed.

**14. AUDIT ACCESS AND OPEN BOOK**

- 14.1 RTMC shall keep and operate a proper and efficient accounting and Procurement management system to reflect truly and fairly, in conformity with the PFMA and generally accepted accounting practices.
- 14.2 RTMC shall, in order to enable the Province to determine whether the provisions of this Agreement have been complied with provide the Province with such information as it may reasonably require.

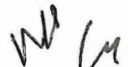
**15. CONFIDENTIAL INFORMATION**

- 15.1 **Confidentiality obligation.** Each Party ("the Receiving Party") must treat and hold as confidential all information which they may receive from the other Disclosing Party or which becomes known to them concerning the Disclosing Party during the duration of this Agreement.
- 15.2 **Nature of the Confidential Information.** The Confidential Information of the Disclosing Party shall, without limitation, include—
- 15.2.1 all software and associated material and documentation, including information contained therein;



## AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 15.2.2 all information relating to –
- 15.2.2.1 the Disclosing Party's past, present and future research and development;
  - 15.2.2.2 the Disclosing Party's business activities, service providers and such service providers confidential information;
  - 15.2.2.3 the terms and conditions of this Agreement; and
  - 15.2.2.4 the Procurement Process to appoint service providers for the Province Database.
- 15.3 The Parties shall, except as permitted by this Agreement, not disclose or publish any Confidential Information in any manner, for any reason or purpose whatsoever without the prior written consent of the Disclosing Party and in the event of the Confidential Information relating to a third party, it shall also be incumbent on the Receiving Party to obtain the consent of such third party.
- 15.4 **Receiving Party's obligations with regard to Confidential Information.** The Receiving Party agrees that in order to protect the proprietary interests of the Disclosing Party in its Confidential Information –
- 15.4.1 it will only make the Confidential Information available to those of its Staff who are actively involved in the execution of this Agreement;
  - 15.4.2 subject to the right to make the Confidential Information available to their Project Managers and the Steering Committee above, they will not at any time, whether during this Agreement or thereafter, either use any Confidential Information of the Disclosing Party or directly or indirectly disclose any confidential information of the Disclosing Party to third parties.
- 15.5 **Information not deemed Confidential Information.** The foregoing obligations shall not apply to any information which –
- 15.5.1 is lawfully in the public domain at the time of disclosure;



## AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 15.5.2 subsequently and lawfully becomes part of the public domain by publication or otherwise;
- 15.5.3 subsequently becomes available to the receiving Party from a source other than the disclosing Party, which source is lawfully entitled without any restriction on disclosure to disclose such Confidential Information; or
- 15.5.4 is disclosed pursuant to a requirement or request by operation of law, regulation or court order.
- 15.6 **Severability.** The provisions of this clause 15 are severable from the rest of the provisions of this Agreement and shall survive its termination and continue to be of full force and effect for a period of 5 (five) years after the date of termination.

**16. DISPUTE SETTLEMENT BETWEEN THE PARTIES**

- 16.1 If any dispute or difference of any kind, in connection with or arising out of this Agreement arises between the RTMC and the Province, the Parties shall make every effort to resolve the dispute amicably by consultation. The Project Managers shall discuss the dispute and attempt to resolve the dispute without the necessity of any formal proceedings.
- 16.2 If the dispute is not capable of being settled between the Project Managers amicably, such dispute shall be elevated to the Steering Committee.
- 16.3 Should the Steering Committee fail to resolve the dispute, either the RTMC or the Province, may refer the dispute to the Head of the Department and the CEO or their duly authorised employees, who shall convene a meeting within thirty (30) days of the dispute having referred to them, to resolve the dispute.
- 16.4 Should the dispute remain unresolved for a period of 30 (thirty) days after being so referred, either Party may declare such dispute a formal intergovernmental dispute by notifying the other Party of such declaration in writing, in which event the Parties will follow the procedure as outlined in Section 42 of the Intergovernmental Relations Framework Act, Act No 13 of 2005.

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## AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 16.5 Should the dispute still remain unresolved, the dispute will be adjudicated by a competent court with jurisdiction to hear the matter.
- 16.6 Notwithstanding the provisions of this clause, any Party shall be entitled to institute any proceedings for urgent interim relief arising out of or in connection with this Agreement in the High Court of South Africa having jurisdiction over the Parties.
- 16.7 Notwithstanding any dispute and/or court proceedings herein the Parties shall continue to perform their respective obligations under this Agreement unless they otherwise agree.

**17 BREACH**

- 17.1 Should either Party fail to comply with any provision of this Agreement the aggrieved Party may send a letter of demand to the defaulting Party, demanding compliance with such provision and should the defaulting Party, after a period of thirty (30) days (or such longer periods as may under the circumstances be reasonably necessary) of the date of receipt of such notice, remain in default, the aggrieved Party shall be entitled, without prejudice to any other rights it may have –
- 17.1.1 to claim specific performance from the defaulting Party and to claim such damages as it may have suffered; or
- 17.1.2 to discharge and execute the defaulting Party's obligations on its behalf and to recover the costs and disbursements incurred in respect thereof from that Party.

**18 NOTICES AND DOMICILIUM**

- 18.1 The Parties choose as their *domicilium citandi et executandi* (address for purpose of legal proceedings and legal notices) their respective addresses set out in clauses 18.1.1 and 18.1.2 below, at which addresses all processes and notices arising out of or in connection with this Agreement, its breach or termination may validly be served upon or delivered to the Parties.
- 18.1.1 RTMC:



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349 Witchhazel Avenue, Block F Eco Origins, Highveld Ext 0079.

18.1.2 **Province:**

**Qhasana Building, 6<sup>th</sup> Floor, Cnr Independent & Boulevard Avenue, Bisho (for attention of the Head of Department).**

or at such other address, not being a post office box or poste restante, of which the Party concerned may notify the other in writing.

18.2 Any written notices required in terms of clause 19.1 shall only be satisfied if such notice is given in a written, paper-based form.

18.3 Any notice given in terms of this Agreement shall be in writing and shall, unless proved otherwise -

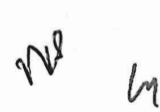
18.3.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery; or

18.3.2 if posted by prepaid registered post be deemed to have been received by the addressee on the 10th (tenth) Business Day following the date of such posting.

18.4 Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by a Party at its chosen *domicilium* address set out above shall be an adequate written notice of communication to such Party.

**19. CESSION AND DELEGATION AND SUB-CONTRACTING**

Neither Party shall be entitled to cede, delegate or assign any of its rights or obligations in terms of this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.





## AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

**20. WHOLE AGREEMENT AND NON-VARIATION**

- 20.1 This Agreement constitutes the whole of the agreement between the Parties hereto relating to the subject matter hereof and the Parties shall not be bound by any terms, conditions or representations whether written, oral or by conduct and whether express or tacit not recorded herein.
- 20.2 No addition to, variation, consensual cancellation or novation of this Agreement, including this clause, shall be of any force or effect unless reduced to writing and signed by both Parties or by their duly authorised representatives.

**21. WAIVER**

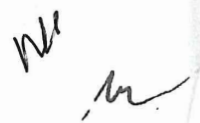
No waiver of any of the terms and conditions of this Agreement will be binding or effectual for any purpose unless expressed in writing and signed by the Party hereto giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either Party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

**22. SEVERABILITY**

Should any of the terms and conditions of this Agreement be held to be invalid, unlawful, or unenforceable, such terms and conditions will be severable from the remaining terms and conditions which will continue to be valid and enforceable. If any term or condition held to be invalid is capable of amendment to render it valid, the Parties agree to enter into negotiations to resolve the invalidity.

**23. SIGNING AUTHORITY**

The Parties warrant and represent that a duly authorised representative of that Party executes this Agreement.

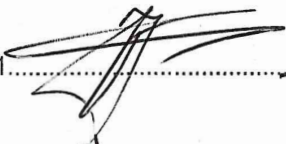
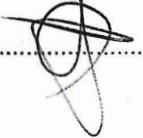


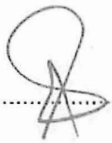
## AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

SIGNED AND EXECUTED at Centurion and in the presence of the undersigned

witnesses on this 08 day of September 2020.

## AS WITNESSES:

1.   
2. 


  
for RTMC

SIGNED AND EXECUTED at King Williams Town and in the presence of the undersigned

witnesses on this 21 day of July 2020

## AS WITNESSES:

1.   
2. 

  
for the Province

**GENERAL NOTICE 53 OF 2022****Nelson Mandela Bay Municipality (EASTERN CAPE)**

**Removal of Restrictions in terms of the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013)**

**ERF 426 FERNGLEN, NELSON MANDELA BAY METROPOLITAN MUNICIPALITY, DIVISION OF PORT ELIZABETH, EASTERN CAPE, IN EXTENT 1057 SQUARE METRES**

Under Section 47 of the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013) and upon instructions by the Local Authority, a notice is hereby given that conditions B.6(b), (c) and (d) contained in Deed of Transfer No. T35431/2015 applicable to Erf 426, Fernglen, Port Elizabeth are hereby removed.

**PROVINCIAL NOTICES • PROVINSIALE KENNISGEWINGS****PROVINCIAL NOTICE 274 OF 2022****BUFFALO CITY METROPOLITAN MUNICIPALITY (EASTERN CAPE)**

Removal of Restrictions in terms of the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013)

**ERF 11248 EAST LONDON, EASTERN CAPE**

Approval is granted under Section 47(1) of the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013) read with Section 59 of the Buffalo City Metropolitan Municipal Spatial Planning and Land Use Management By-Law of 2016, for the removal of restrictive title deed conditions B.2, 3 & 4 found in Deed of Transfer No. T1305/2017 pertaining to Erf 11248 East London.

**PROVINCIAL NOTICE 275 OF 2022****Nelson Mandela Bay Municipality (EASTERN CAPE)****Removal of Restrictions in terms of the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013)**

ERF 495, Algoa Park, PORT ELIZABETH, EASTERN CAPE

Under Section 47 of the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013) and upon instructions by the Local Authority, a notice is hereby given that conditions C5(a),(b),(c) and (d) in Deed of Transfer No. T59906/2011 applicable to Erf 495 is/are hereby removed.

CF01/495

**PROVINCIAL NOTICE 276 OF 2022**

Buffalo City Metropolitan Municipality (EASTERN CAPE)

Removal of Restrictions in terms of the Spatial Planning and Land Use Management Act 2013 (Act 16 of 2013) and the Buffalo City Metropolitan Municipality Spatial Planning and Land Use Management By-Law (2016).

ERF 691, BEACON BAY (16 KELVIN GROVE).

1. Under Section 47 of the Spatial Planning and Land Use Management Act 2013 (Act 16 of 2013) read with Section 59 of the Buffalo City Metropolitan Municipal Spatial Planning & Land Use Management Bylaw of 2016 and upon instructions of the Local Authority a notice is hereby given that conditions C.4 (a, b and d) and D.3 in the Deed of Transfer T 201/2010 applicable to Erf 691 Beacon Bay are hereby removed.

**PROVINCIAL NOTICE 277 OF 2022**



# **DRAFT BY-LAW ON INFORMAL TRADING**

## INFORMAL TRADING BY-LAW, 2018

To provide for the right to engage in informal trading; to establish informal trading areas and informal trading sites on municipal property; to provide for the granting of trading permits to trade on municipal property; to restrict and prohibit informal trading in certain areas; to regulate the conduct of informal traders; to regulate informal trading at special events; to provide for measures to ensure health and safety; to create offences and penalties; to provide for the repeal of laws and savings; and to provide for matters incidental thereto.

### PREAMBLE

**WHEREAS** the council recognises the key role that informal trading plays in poverty alleviation, income generation and entrepreneurial development and, in particular, the positive impact that informal trading has on historically disadvantaged individuals and communities;

**WHEREAS** the council recognises the need to adopt a developmental approach to informal trading within a well-managed municipal area. This requires that, in managing informal trading, consideration must also be given to – (a) the promotion of social and economic development; (b) the promotion of a safe and healthy environment; (c) municipal planning; (d) the licensing and control of undertakings that sell food to the public; and (e) the management of public places and public roads;

**WHEREAS** the council has competence in terms of Part B of Schedules 4 and 5 of the Constitution relating to such matters as the control of street trading, trading, markets and beaches;

**AND WHEREAS** the eThekweni municipal council has competence, in terms of the section 156 (2) of the Constitution of the Republic of South Africa, to make and administer by-laws for the effective administration of the matters which it has the right to administer;

**NOW THEREFORE** the Buffalo City Metropolitan Municipal council, acting in terms of section 156 read with Part B of Schedule 5 of the Constitution of the Republic of South

Africa, and read with section 11 of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000), hereby makes the following By-law:

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## 1. Definitions

In this By-law, unless the context indicates otherwise –

**"beach"** means the portion of land above and contiguous to the seashore and includes any grass verge (where such verge exists);

**"beach trading"** means informal trading that takes place on a beach and includes trading on a parking area adjacent to the beach;

**"black person"** is a generic term as contemplated in the Employment Equity Act, No. 55 of 1998 which means Africans, Coloureds, Indians and South African Chinese persons;

**"Businesses Act"** means the Businesses Act, No. 71 of 1991 including any regulations issued thereunder;

**"Constitution"** means the Constitution of the Republic of South Africa, 108 of 1996;

**"Council"** means the Council means the Council of the Buffalo City Metropolitan Municipality as established in terms of Section 18 of the Local Government: Municipal Structures Act, No. 117 of 1998, and includes any

employee of the Council exercising powers or performing duties or functions delegated to him or her by the Council

**"high-water mark"** means the high-water mark as defined in the Seashore Act, No. 21 of 1935 as amended from time to time;

**"historically disadvantaged individual"** means a "Historically Disadvantaged Individual" (HDI) is defined as a South African citizen – 1) who, due to the apartheid policy that was in place, had no voting rights in the national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 100 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) ("the interim Constitution"), and/or 2) who is a woman, and/or 3) who has a disability With the understanding that any person who received South African citizenship on or before the introduction of the interim Constitution, will not be deemed to be HDI.

- (a) is a black person;
- (b) is a woman; or
- (c) has a disability;

**"illegal goods"** means -

- (a) goods that are illegal to sell or to buy (including but not limited to counterfeit goods as defined in the Counterfeit Goods Act No. 37 of 1997); and/or
- (b) goods that are bought or sold in a manner which contravenes the law;

**"impoundment costs"** means all costs incurred by the Municipality in impounding and storing property impounded in terms of section 18.2, and, where applicable, the costs incurred as a result of the disposal or releasing of the impounded property and any other associated costs;

**"informal trader"** means a person, or an enterprise which is not registered or incorporated in terms of the corporate laws of South Africa and which engages in informal trading;

**"informal trading"** means the trading in goods and services in the informal sector by an informal trader and which typically constitutes the types of trading described in section 3.1 and section 3.2;

**"market"** means a demarcated area within a trading area which is designated as such in a trading plan and which is managed in a co-ordinated manner;

**"municipal property"** means property owned, leased by, or under the management control of the Municipality;

**"Municipality"** means the Buffalo City Metropolitan Municipality as envisaged in terms of Section 155 (1) of the Constitution of the Republic of South Africa, 108 of 1996, read together with Section 12 of the Local Government: Municipal Structures Act, 117 of 1998;

**"non-municipal property"** means property that is situated within the jurisdictional area of the Municipality but which is not owned, leased by, or under the management control of the Municipality;

**"nuisance"** includes, but is not limited to, an act or omission which is offensive, injurious or dangerous to health, or which materially interferes with the ordinary comfort, convenience, peace or quiet of the public or which adversely affects the public at large;

**"officer"** means -

- (a) a traffic officer appointed in terms of section 3 of the Road Traffic Act, No. 29 of 1989 or section 3A of the National Road Traffic Act No. 93 of 1996 as the case may be;
- (b) a member of the South African Police Service;

- (c) a peace officer contemplated in section 334 of the Criminal Procedure Act, No. 51 of 1977;
- (d) a municipal police officer of the Municipal Police, which has been established in terms of section 64A of the South African Police Services Act, No. 68 of 1995; or
- (e) an employee, agent, representative and/or service provider of the City who are specifically authorised by the City in this regard;

**"permit-holder"** means an informal trader who has been granted a permit by the Municipality to conduct informal trading in a trading area;

**"Pedestrian Crossing"** means

- (a) any portion of a public road designated as a pedestrian crossing by an appropriate road traffic sign, or
- (b) that portion of a public road at an intersection included within the prolongation or connection of the kerb line and adjacent boundary line such road, when no pedestrian crossing has been designated by appropriate road traffic sign.

**"Public Road"** means any road, street or thoroughfare or any other place (whether a thoroughfare or not) which is commonly used by the public or any section thereof or to which the public or any section thereof has a right of access, and includes –

- (a) the verge of any such road, street, or thoroughfare
- (b) any bridge, ferry or drift traversed by any such road, street or thoroughfare:  
and
- (c) any other work or object forming part of or connected with or belonging to such road, street or thoroughfare.

The following areas have also been found to be public roads:

- A beach on which motorcars parked
- A private road linking a road with a petrol garage and paving around pumps
- A private road where public use is allowed
- The whole area fenced in by a freeway

- Parking areas at shopping centres
- A parking garage even if entry must be paid for.

**“Road traffic sign”** means a road traffic sign prescribed under section 56 of the National Road Traffic Act 93/1996

**"seashore"** holds the same meaning as it is defined in the Sea Shore Act, No. 21 of 1935 as amended from time to time;

**"special events"** may include, but are not limited to, sports events, night markets, cultural events, music festivals, promotional, filming activities and religious events;

**“Sidewalk”** means that portion of a verge intended for the exclusive use of pedestrians

**"Systems Act"** means the Local Government: Municipal Systems Act, No. 32 of 2000;

**"trading area"** means an area in respect of which a trading plan has been adopted in terms of this By-Law;

**"trading plan"** means a trading plan adopted by the Municipality to govern informal trading within a trading area.

**“Verge”** means that portion of a road, street or thoroughfare, including the sidewalk, which is not the roadway or the shoulder

**“Vehicle”** means a device designed or adapted mainly to travel on wheels or crawler tracks and includes such a device which is connected with a draw-bar to breakdown vehicle and is used as part of the towing equipment of a breakdown vehicle to support any axle or all the axles of a motor vehicle which is being salvaged other than such a device which moves solely in rail.

**2. Interpretation**

- (a) If there is a conflict of interpretation between the English version of this By-law and a translated version, the English version prevails.
- (b) This By-law must be read in conjunction with any other By-law applicable hereto.

**3. Objects of By-law**

This By-Law, accordingly aims to:-

- (a) govern informal trading within its area of jurisdiction; and
- (b) provide for matters incidental thereto.

**4. Application of By-law**

This By-law applies to all areas which fall under the jurisdiction of the Buffalo City Metropolitan Municipality

**5. Types of informal trading**

- (1) Informal trading may include, amongst others-
  - (a) street trading;
  - (b) trading in pedestrian malls;
  - (c) trading at markets;
  - (d) trading at transport interchanges;
  - (e) trading in public open spaces;
  - (f) mobile trading, such as from caravans, and light delivery vehicles;
  - (g) roving traders; and

- (h) trading at special events.
- (2) Beach trading includes -
  - (a) trading from fixed trading bays;
  - (b) mobile trading, such as from caravans and light delivery vehicles;
  - (c) roving traders; and
  - (d) mobile or removable kiosks.

## **6. Freedom to engage in informal trading**

Informal trading is permitted in any area within the jurisdiction of the Municipality, subject to any trading plans adopted by the Municipality, the provisions of this By-Law and any other applicable law.

## **7. Adoption of trading plans**

- (1) The Municipality must, where appropriate, adopt trading plans, particularly in areas where there is a significant overlap between formal and informal trading. A trading plan may allow and regulate informal trading on non-municipal property, subject to the rights of the owners of such property.
- (2) A trading plan must:
  - (a) define the geographic boundary of the trading area; and
  - (b) demarcate informal trading bays and markets where informal trading is permitted, outside of which informal trading shall be prohibited in that trading area.
- (3) A trading plan may include any other matters governing informal trading in the relevant trading area, such as -

- (a) prescribing any informal trading conditions, including such terms and conditions to be imposed in terms of permits to be issued by the Municipality in terms of section 8 and subject to any requirements of this By-Law;
- (b) the manner in which social and economic development will be promoted through the trading plan;
- (c) the manner in which sensitive heritage and environmental areas within the proposed trading area will be protected;
- (d) matters relating to a market which may be located within the relevant trading area, including, but not limited to:
  - (i) the demarcation of the area within the trading area which constitutes a market;
  - (ii) where appropriate, the demarcation of trading bays within the market;
  - (iii) the legal arrangements between the Municipality and any third party in respect of the obligations relating to the general management of the market in terms of which the third party is responsible for at least the following:
    - (aa) the management of the operations of the market;
    - (bb) the management of informal traders operating within the market;
    - (cc) ensuring that all relevant persons participate in appropriate decisions;
    - (dd) providing guidance to the informal traders operating within the market with business support and development services; and



(ee) any service which is in addition to the services provided by the Municipality.

- (4) A trading plan must comply with sections 11, 12 and 13 of this By-Law and with any other applicable law.
- (5) Any person shall be entitled to request that the Municipality considers the adoption of a trading plan; provided that where a proposed trading plan contemplates trading taking place on non-municipal property, the request is accompanied by the written consent of the owner of such non-municipal property. The Municipality must consider and decide upon the request within a reasonable period.
- (6) When considering a request for the adoption of a trading plan, the Municipality shall have due regard to any existing and proposed trading plans in the vicinity of the proposed trading area in order to determine the desirability of the adoption of a trading plan.

## **7. Public participation in respect of the adoption of a trading plan**

### *Public Notice requesting comments and objections*

Before adopting a trading plan, the Municipality is obliged to-

- (1) consult with interested and affected role players including the informal and formal sectors with the view to compiling a draft trading plan;
- (2) compile a draft trading plan following the consultation process in terms of section 6.1;
- (3) publish notices in two (2) local daily newspapers that are circulated in the area in which the proposed trading area is situated, unless a community newspaper which is free to the public is circulated in such area in which case one (1) of the two (2) notices must be published in such community newspaper, that -

- (a) contains the key aspects of the draft trading plan and which notifies the public that the draft trading plan is available for inspection at a specified location; and
  - (b) invites comments and objections from the public in relation to such draft trading plan, to be received by the Municipality within 30 (thirty) days from the date of publication of the notice.
- (4) When the Municipality publishes a notice in terms of section 6.3, it must, where applicable, convey the contents of the notice by radio on a local radio-station that broadcasts in the area concerned.

*Public meeting*

- (5) In the notice referred to in section 6.3, the Municipality must invite interested and affected parties to a public meeting.
- (6) The public meeting must be held -
  - (a) within the vicinity of the proposed trading area; and
  - (b) after seven (7) days but not later than 60 (sixty) days from the date of publication of the notice published in terms of section 6.3.
- (7) At the public meeting, the Municipality must -
  - (a) be represented by a Councillor who will chair and oversee the meeting proceedings
  - (b) A staff member from Economic Development Directorate as duly authorised by the Municipality who must make a presentation to the public present at the meeting in which the draft trading plan is explained;
  - (b) reasonably respond to any queries related to the draft trading plan which may be posed by the public at the public meeting; and

- (c) give interested and affected parties an opportunity to make comments and objections at the public meeting, and such comments and objections must be recorded.

*Consideration of options prior to adoption of a trading plan*

- (8) The Municipality must consider all objections or comments that the Municipality may receive pursuant to the process outlined in this section.
- (9) After having considered the comments and objections, the Council must, within a reasonable period from the commencement of the public participation process in respect of the relevant draft trading plan, notwithstanding the provisions of any other law, and at a meeting of the Council-
  - (a) adopt the draft trading plan;
  - (b) amend and adopt the draft trading plan; or
  - (c) reject the draft trading plan.
- (10) Notwithstanding the provisions of section 59 of the Systems Act, the Council may not delegate the decision-making powers referred to in section 6.9.
- (11) In the event that the Municipality adopts a draft trading plan, a notice must be published in two (2) daily newspapers circulated in the trading area, unless a community newspaper which is free to the public is circulated in such area in which case one (1) of the two (2) notices must be published in such community newspaper, and the Provincial Gazette, which informs the public-
  - (a) that the draft trading plan has been adopted as a trading plan;
  - (b) of the key aspects of the trading plan including the date upon which it shall become effective; and
  - (c) that the trading plan is available for inspection at a specified location.

**8. Amendment, revocation and review of trading plans**

The Municipality -

- (1) may amend or revoke an adopted trading plan, provided that:
  - (a) if the amendment deviates materially from the trading plan, the Municipality must comply with section 7 with the necessary changes required by the context, provided further that where persons are adversely affected by a proposed amendment that does not require compliance with section 7, such persons will be afforded their just administrative rights; or
  - (b) in the case of a revocation the Municipality shall afford all affected persons their administrative justice rights;
- (2) must review trading plans from time to time as the Municipality deems fit.

**Informal trading on Municipal property****Trading areas and trading sites**

- (1) The council may, by resolution—
  - (a) set apart informal trading areas on municipal property within any area designated as an informal trading area in terms of an informal trading policy; and
  - (b) demarcate informal trading sites within informal trading areas.
- (2) The council may, by resolution –
  - (a) extend, reduce or disestablish any informal trading area or informal trading site; or
  - (b) lease any verge or any portion of a verge to the owner or occupier of any contiguous land on condition that the owner or occupier must allow a specified number of informal

traders to trade from sites on such verge on such terms and conditions as the council may determine.

### **Trading hours and other conditions**

The Municipality may when setting apart informal trading areas, or at any time thereafter on reasonable notice, impose –

- (a) trading days and hours; and
- (b) any other conditions.

### **Prohibition: informal trading on municipal property without licence**

No person may conduct informal trading on municipal property without a valid informal trading license from the Municipality.

## **9. License**

- (1) No person may conduct informal trading on municipal property in a trading area without a valid license from the Municipality.
- (2) The Municipality is entitled to charge a licence-holder:
  - (a) a trading fee;
  - (b) an application fee; and
  - (c) an additional fee or tariff, which is to be determined by the Municipality in its sole discretion, in respect of additional costs incurred or services provided by the Municipality, including but not limited to circumstances where the license-holder trades within a market.
- (3) In the event that a person qualifies for a license, but has motivated in writing the inability to pay the fee contemplated in section 9.2 and has provided

sufficient proof thereof to the reasonable satisfaction of the City, the Municipality may waive the fee in whole or in part, or may determine a payment system in terms of which the person may pay the fee over a stipulated period by way of instalments.

- (4) In order to qualify for a licence, the applicant -
  - (a) must be an informal trader;
  - (b) may not already hold a permit in respect of the trading area in respect of which a license is being applied;
  - (c) must be a South African citizen, failing which, must be in possession of a valid work permit which includes, but is not limited to, a refugee permit; and
  - (d) must not employ and actively utilise the services of more than 20 (twenty) persons.
- (5) The Municipality must take into account the following factors when considering an application for a license-
  - (a) the applicant's ability to meet the trading hours for the relevant trading area as the Municipality may determine;
  - (b) the need to give preference to applicants that are historically disadvantaged individuals;
  - (c) where there are a limited number of trading bays available in the trading area in respect of which a permit is sought, the need to give preference to applicants that would be new entrants to informal trading within the Municipality;
  - (d) the nature of the trading goods which the applicant intends selling, or the services which the applicant intends rendering, bearing in mind the

nature of the businesses within that trading area or in its immediate vicinity;

- (e) the need to give preference to unemployed applicants;
  - (f) the need to give preference to applicants who do not share a household with an existing license-holder, unless:
    - (i) the number of available trading bays for the relevant trading area is more than the number of applicants seeking licenses for those trading bays; or
    - (ii) the applicant who shares a household with a license-holder is not a dependant or financially reliant upon such license-holder;
  - (g) whether the applicant has, in terms of this By-Law, been convicted of an offence or had a license revoked or suspended;
  - (h) where trading plans are adopted in areas previously not subject to such plans, the need to give preference to applicants who have an established informal trading operation in the location for which a new trading area is adopted.
- (6) The Municipality is entitled to impose such terms and conditions in respect of licenses as it deems fit, subject to the provisions of the applicable trading plan, including but not limited to the right to -
- (a) specify the-
    - (i) trading hours during which the license-holder may trade;
    - (ii) nature of the goods or services the license-holder is permitted to trade; and
    - (iii) license-holder's trading bay number;
  - (b) allocate the informal trader an alternative bay in the same trading area;

- (c) specify the type of structure(s), if any, which may be erected on a trading bay or in a trading area;
- (d) impound trading goods in terms of section 19.2 or section 19.8 in the event of a contravention of any provision of this By-Law or any other law;
- (e) suspend a license for a special event on reasonable prior notice where practicable to the informal trader, with no compensation payable to the informal trader, notwithstanding that informal trading may be permitted by the Municipality at the special event in terms of section 15;
- (f) on reasonable prior notice to the informal trader and after affording the relevant informal trader an opportunity to make written representations, revoke or suspend a permit in the event of an informal trader -
  - (i) breaching any provisions of the permit or the By-Law or any other law;
  - (ii) being convicted of trading in illegal goods or providing a service unlawfully; or
  - (iii) wilfully supplying incorrect information when required to provide the Municipality with information;
  - (iv) being found to be unsuitable as contemplated in section 9 (5)(h) with the necessary changes required by the context.
- (7) Notwithstanding the contents of the relevant trading plan, the Municipality has the right to, upon reasonable prior notice to the informal trader and with no compensation payable by the Municipality to the license-holder, temporarily:
  - (a) relocate a license-holder;
  - (b) suspend the validity of a license; or
  - (c) prohibit a license-holder from trading at the relevant trading bay, should it be necessary to do so because of the performance of activities which renders the



continuation of trading from the relevant trading bay impractical or severely inconvenient.

(8) Activities referred to in section 9 (7) shall include, but not be limited to, maintenance or construction of infrastructure or buildings performed by the Municipality, property developments, alterations or refurbishments by any entity, or activities by public entities conducted in terms of their powers and functions. No compensation is payable by the Municipality to an informal trader if—

- (a) the trader is relocated;
- (b) the license is suspended; or
- (c) trading is suspended from an informal trading area or trading site.

No informal trading fee shall be payable during any period where –

- (a) the validity of an informal trading license is suspended; or
- (b) informal trading in an informal trading area or from a particular informal trading site is suspended or prohibited, without an alternate site being provided to the license holder concerned.

#### **10. Transfer of license**

(1) A license may be permanently transferred, with the written approval of the Municipality, to a dependant, or an assistant acting on behalf of the dependant, who will continue trading until the license is no longer valid, in the event of -

- (a) the death of the license-holder; and
- (b) if the loss of income generated by the informal trading would place the dependent under undue or severe economic hardship.

(2) A license may be temporarily transferred, with the written approval of the Municipality, to a dependent or, where there is no dependent, to an individual nominated by the permit-holder, where the license-holder-

- (a) is incapable of trading because of an illness, provided that:

- (i) proof from a medical practitioner is provided to the Municipality which certifies that the license-holder is unable to trade; and
    - (ii) the dependent or assistant is only permitted to replace the license-holder for the period stipulated by the medical practitioner in the certificate for which the license-holder will be incapable of trading;
  - (b) has to be absent for an extended period in order to fulfill religious or cultural duties, provided that where the validity of the license extends beyond one (1) month, then the license-holder must resume trading within one (1) month, unless the City consents to a longer period in exceptional circumstances.
- (3) Subject to section 10 (2), a license-holder may not transfer a license to any other person in any manner, including but not limited to, by way of lease or sale.
- (4) A license must immediately be returned to the Municipality should the Municipality revoke such license in the event of the permit-holder -
- (a) being refused permission to transfer the license and the license-holder failing to resume trading; and
  - (b) no longer wishing to trade as an informal trader from the relevant trading bay.

**11. Obligations on owners of non-municipal property**

An owner of non-municipal property which has been demarcated in a trading plan as land where informal trading is permitted, must -

- (1) ensure that all informal trading that takes place on the owner's property complies with the applicable trading plan and this By-Law;
- (2) permit any officer access to the owner's property to enforce the provisions of this By-Law;

- (3) ensure, at the owner's cost, that sufficient services are provided to maintain acceptable hygienic conditions in respect of the informal trading;
- (4) ensure that trading from formal business premises does not encroach upon the property of another property owner.

## **12. General prohibitions on informal trading**

Informal trading may not be conducted:-

- (1) in a garden or park under the control of the Municipality and to which the public has the right of access, unless such area has been declared by the Municipality as a trading area;
- (2) on a verge or sidewalk (as defined in section 1 of the National Road Traffic Act, No. 93 of 1996) next to -
  - (a) building belonging to or occupied solely by the state or Municipality, unless the Municipality has given its prior written consent after it has-
    - (i) duly considered any relevant trading plan; and
    - (ii) consulted with the relevant property owner and, where relevant, the tenant of such property;
  - (b) a place of worship such as a church, synagogue or mosque unless a trading plan permits informal trading at that area; or
  - (c) a national monument as determined in accordance with the provisions of the National Heritage Resources Act, 25 of 1999;
- (3) at a place where it -
  - (a) obstructs access to fire fighting equipment;
  - (b) obstructs any entry to or exit from a building;
  - (c) substantially obstructs pedestrians in their use of a sidewalk;

- (d) obstructs vehicular traffic or in a manner by which it creates a traffic hazard;
- (e) obstructs access to street furniture, bus passenger benches and shelters, queuing lines, refuse disposal bins or other facilities intended for the use of the general public;
- (f) obstructs the visibility of a display window of business premises, and if the person carrying on business in that business premises objects thereto;
- (g) obstructs access to a pedestrian crossing;
- (h) obstructs access to a vehicle;
- (i) obscures any road traffic sign;
- (j) obstructs access to an automatic teller machine;
- (k) limits access to parking or loading bays or other facilities for vehicular traffic;
- (l) obstructs access to a pedestrian arcade or mall;
- (m) obstructs the view of CCTV cameras; or
- (n) falls below the high water mark, unless a trading plan expressly provides for informal trading at that area;
- (o) no trading in front of the bank
- (p) no traders in shacks / shelters in non-demarcated areas

- (4) on the half of a public road which is next to a building that is being used for residential purposes, if the owner or occupier of that building objects to the informal trading taking place at that location.

### **13. Restrictions on informal trading**

No person shall-

- (1) obstruct access to any service of the municipality or municipal service works;
- (2) unless prior written approval is granted by the Municipality, at any public road or public place -
  - (a) stay overnight at the place where informal trading is conducted; or
  - (b) erect any structure, other than as stipulated in the relevant trading area plan or permit conditions, for the purpose of providing shelter;
- (3) carry on business as an informal trader in a manner which-
  - (a) creates a nuisance;
  - (b) damages or defaces the surface of any public road or public place or any other property belonging to the Municipality; or
  - (c) creates a traffic hazard;
- (4) attach an object to any building, structure, pavement, footway, tree, parking meter, lamp pole, electricity pole, telephone booth, post-box, traffic sign, bench or any other street furniture or device in or on a public road or public place that is generally intended for public use;
- (5) make a fire at any place either than specified areas;
- (6) deliver or provide goods or equipment to an informal trader if that trader trades in contravention of this By-Law;

- (7) after having been requested to do so by any person carrying out an activity contemplated in section 9 (7) who requires access to a facility or area, fail to remove or move any goods, or refuse to do so; and
- (8) if permitted to conduct beach trading:
  - (a) sell or promote alcoholic products;
  - (b) use bells, hooters, amplified equipment or similar devices, which emit sound, in order to attract customers; or
  - (c) use any electrical supply or power generator, unless expressly approved and provided for in the relevant permit.

**14. Waste removal, cleansing and hygiene**

- (1) An informal trader must -
  - (a) maintain the informal trader's allocated informal trading site in a clean and sanitary condition;
  - (b) on a daily basis and at the conclusion of trading, collect and remove from any public road or public place all waste, packaging material, stock and equipment that are utilised in connection with or produced by the informal trader's business, unless the Municipality grants a written exemption in this regard;
  - (c) carry on business in a manner which does not cause a threat to public or public safety; and
  - (d) at the request of an officer or duly authorised employee of the Municipality, move or remove any object so that the area or site from which informal trading is conducted may be cleaned.
- (2) Failure to comply with the provisions of this section or the lawful request of an officer in terms of this section, will be regarded as a contravention of the By-

Law and the informal trader shall be subject to the enforcement provisions of this By-Law

**15. Special events**

The Municipality may permit or prohibit informal trading for purposes of special events on such terms and conditions as it may deem fit, notwithstanding the terms of any trading plan or any permits issued in respect of the relevant trading area.

**16. Guidelines and policies**

The Municipality may at any time publish or amend guidelines or policies in respect of informal trading in the municipal area.

**17. Powers and functions**

- (1) Subject to section 17 (3), the Municipal Manager shall be responsible for:
  - (a) all functions and decisions contemplated in this By-Law; and
  - (b) the administration of this By-Law.
- (2) The Municipal Manager may delegate any of his or her powers and functions to an appropriate official with the power to sub-delegate in order to maximise administrative and operational efficiency.
- (3) The decisions contemplated in sections 7 (9), 7 (1)(a) and 7 (1)(b) must be taken by Council and may not be delegated.

**18. Appeals**

A person whose rights are affected by a decision taken by the Municipality in terms of this By-Law under a duty or power which has been delegated or sub-delegated, may appeal against that decision in terms of section 62 of the Systems Act.

**19. Enforcement**

- (1) An officer may issue a person with a written warning if, in the opinion of the officer, that person has traded in goods or provided services in contravention of this By-Law or that person has contravened this By-Law in any other manner, including but not limited to, in violation of a permit condition, or any other applicable law.
- (2) In the event of a person continuing or repeating a contravention in respect of which a written warning has already been issued to that person, then an officer must

impound, in the case of an informal trader, any property used by the informal trader in conducting the informal trade, and in the case of any other person, any property, including but not limited to, goods, equipment, structures and motor vehicles, in which case the officer must -

- (a) complete a full inventory of all the property that has been impounded and such inventory must include information on the consequences of such impoundment should the person fail to pay the impoundment costs and collect the goods;
  - (b) provide the person with a copy of the inventory; and
  - (c) immediately store the impounded property in an area designated by the Municipality for the storage of impounded property.
- (3) Property which has been impounded from a person may be released after the presentation by the person of the inventory contemplated in section 19 (2) and the payment of the impoundment costs, provided that the Municipality is reasonably satisfied that the relevant person will not, upon the release of the property, continue to commit any contravention which led to the goods being impounded; provided further that, where the Municipality is not so satisfied, it



may withhold the goods for up to 30 (thirty) days after payment of any fine and/or impoundment costs.

- (4) Perishable goods that have been impounded may, at any time after the impoundment, be sold or otherwise disposed of by the Municipality. The Municipality may destroy the goods if the condition of those goods renders them unfit for human consumption.
- (5) Impounded property other than perishable goods, may be sold by the Municipality if the owner does not, or is unable to, pay the impoundment costs within one (1) month from the date of impoundment of that property.
- (6) In the event of the impounded property being sold by the Municipality in terms of sections 19 (4) or 19 (5), and upon the presentation of the inventory as contemplated in section by the owner, the Municipality must pay to that owner-
  - (a) the proceeds of the sale less the impoundment costs; or
  - (b) if the owner has previously paid the impoundment costs, the proceeds must be paid to the owner free of any such deduction.
- (7) If the owner does not claim the proceeds derived from the sale of the impounded goods within three (3) months from the date of impoundment, then the proceeds will be forfeited to the Municipality.
- (8) If in the reasonable opinion of an officer, an informal trader is suspected of trading in illegal goods or that a supplier as contemplated in section 13 (6) is supplying the trader with illegal goods, then such goods may be immediately confiscated. In the event of such a confiscation, the officer must:
  - (a) complete a full inventory of all the property that has been confiscated;
  - (b) provide the informal trader or person contemplated in section 13 (6) with a copy of the inventory; and

- (c) immediately surrender the suspected illegal goods to the possession of the South African Police Service.

## **20. Offences**

Any person who -

- (1) contravenes any provision of this By-Law or fails to comply with any condition imposed in terms hereof;
- (2) threatens, resists, interferes with or obstructs any officer or any employee of the Municipality in the performance of official duties or functions in terms of or under this By-Law; or
- (3) deliberately furnishes false or misleading information to an officer or an employee of the City;

is guilty of an offence and liable on conviction to a fine not exceeding R3,000.00 (five thousand Rand) or to imprisonment for a period not exceeding three (3) months, subject to the Adjustment of Fines Act, No 101 of 1991.

## **21. Transitional provisions**

Notwithstanding the enactment of this By-Law:

- (1) any declaration in terms of the Businesses Act of an area within the jurisdiction of the Municipality as an area in which the carrying on of the business of street vendor, peddler or hawker may be restricted or prohibited, shall remain valid until such time as the Municipality adopts a trading plan in respect of such area in terms of this By-Law;
- (2) where an informal trader had been issued with a lease or permit prior to the enactment of this By-Law which permits trading from a particular bay, such lease or permit shall remain valid until an integrated permit system is adopted

by the Municipality which complies with the permit system as contemplated in this By-Law.

**22. Repeal of by-laws**

Any by-law previously promulgated by the Municipality or any of the disestablished municipalities now incorporated into the municipality, in so far as it relates to any matter provided for in this by-law, is hereby repealed.

**23. Short title and commencement**

This By-Law is called the Buffalo City Metropolitan Municipality Informal Trading By-Law and takes effect on the date of publication in the Provincial Gazette.

**PROVINCIAL NOTICE 278 OF 2022**

**Nelson Mandela Bay Municipality (EASTERN CAPE)**

**Removal of Restrictions in terms of the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013)**

**ERF 533, COTSWOLD, PORT ELIZABETH, EASTERN CAPE**

Under Section 47 of the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013) and upon instructions by the Local Authority, a notice is hereby given that condition/s B.6.(a), (b), (c) and (d) in Deed of Transfer No. T56488/2011 applicable to Erf 533 is/are hereby removed.

## LOCAL AUTHORITY NOTICES • PLAASLIKE OWERHEIDS KENNISGEWINGS

## LOCAL AUTHORITY NOTICE 417 OF 2022



SENQU MUNICIPALITY

## NOTICE 30 /2022

## PUBLIC NOTICE CALLING FOR INSPECTION OF SUPPLEMENTARY VALUATION ROLL AND LODGING OF OBJECTION/S

Notice is hereby given in terms of Section 49(1)(a)(i) read together with Section 78 (2) of the Local Government: Municipal Property Rates Act, 2004, (Act No. 6 of 2004), hereinafter referred to as the "Act", that the supplementary valuation roll for the financial year 2022/2023 is open for public inspection at all Senqu Municipality Offices and public libraries at Lady Grey, Sterkspruit, Rhodes, Rossouw and Barkly East from 4<sup>th</sup> April 2022 to 19<sup>th</sup> May 2022.

In addition, the supplementary valuation roll is available at the following website: [www.senqu.gov.za](http://www.senqu.gov.za)

An invitation is hereby made in terms of Section 49(1)(a)(i) read together with Section 78 (2) of the Act that any owner of property or other person who so desires should lodge an objection with the municipal manager in respect of any matter reflected in or omitted from the supplementary valuation roll within the above-mentioned period.

Attention is specifically drawn to the fact that in terms of section 50(2) of the Act an objection must be in relation to a specific individual property and not against the supplementary valuation roll as such.

The form for the lodging of an objection is obtainable at the following addresses:

Senqu Municipal Offices (Lady Grey Offices) 19 Murray Street Lady Grey 9755	Senqu Municipal Offices (Sterkspruit Offices) 79 Main Street Sterkspruit 9762	Senqu Municipal Offices (Barkly East Offices) Molteno Street Barkly East 9786	Senqu Municipal Library (Rossouw Library) Erf 876 Cnr Clarke & Market Street Rossouw 5437	Senqu Municipal Library (Rhodes Library) Erf 147 Muller Street Rhodes 9787
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or on the website [www.senqu.gov.za](http://www.senqu.gov.za)

(Please use: the following forms when lodging an objection)

**Form a:** residential (full title and sectional title used for residential purposes)

**Form b:** properties other than residential or agricultural (e.g. businesses, factories, schools)

**Form c:** agricultural holdings or farms)

The completed forms must be returned to the following address:	Or Posted to the Following Address:	Or emailed to the Following Address:
Senqu Municipal Office 19 Murray Street Lady Grey 9755	Senqu Municipality Private Bag X 03 Lady Grey 9755	<a href="mailto:debtcollection@senqu.gov.za">debtcollection@senqu.gov.za</a>

**Please Note that all forms must be clearly marked with the words: "Supplementary Valuation Objection"**

Objections may also be faxed to 086 585 5302 but the onus is on the sender to ensure that the administration of Senqu Municipality receives such faxed objections.

For enquiries, please telephone or email.

Mr Andile Gushmani : Tel 051 603 1322 mailto: [gushmania@senqu.gov.za](mailto:gushmania@senqu.gov.za)

Ms Zifikile Luwaca : Tel 051 603 1363 mailto: [luwacaz@senqu.gov.za](mailto:luwacaz@senqu.gov.za)

MR MM YAWA  
Municipal Manager

18 March 2022

4-11

**LOCAL AUTHORITY NOTICE 421 OF 2022****Nelson Mandela Bay Municipality (EASTERN CAPE)****Removal of Restrictions in terms of the Spatial Planning and Land Use Management Act, 2013  
(Act 16 of 2013)****ERF 85, SUMMERSTRAND, PORT ELIZABETH, EASTERN CAPE**

Under Section 47 of the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013) and upon instructions by the Local Authority, a notice is hereby given that conditions B. (a-d) any similar conditions in Deed of Transfer No. T4114/95 applicable to Erf 85, Summerstrand is hereby removed.

**LOCAL AUTHORITY NOTICE 422 OF 2022****PROVINCIAL NOTICE NO 56/2022****EASTERN CAPE PROVINCE****KOUGA MUNICIPALITY (EC 108)****SUBDIVISION, REZONING  
&  
REMOVAL OF RESTRICTIVE CONDITION****ERF 2095, JEFFREYS BAY****SPATIAL PLANNING AND LAND USE MANAGEMENT BY-LAW, 2016: KOUGA  
MUNICIPALITY**

Notice is given that the Municipal Planning Tribunal on 16 March 2022, approved the removal of title conditions No.4 applicable to Erf 2095 Jeffreys Bay, as contained in Certificate of Consolidation Title T 000352/2015 in terms of Section 69 of the Spatial Planning and Land Use Management By-Law, 2016: Kouga Municipality.

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**D de JAGER**  
**ACTING DEPUTY MUNICIPAL MANAGER**

**JEFFREYS BAY**  
**PO BOX 21**  
**6330**

**LOCAL AUTHORITY NOTICE 423 OF 2022****PROVINCIAL NOTICE NO 55/2022****EASTERN CAPE PROVINCE****KOUGA MUNICIPALITY (EC 108)****REMOVAL OF RESTRICTIVE TITLE DEED CONDITIONS  
&  
DEPARTURE FROM THE ZONING SCHEME PROVISIONS****ERF 556, PARADISE BEACH****SPATIAL PLANNING AND LAND USE MANAGEMENT BY-LAW, 2016: KOUGA MUNICIPALITY**

Notice is given that the Municipal Planning Tribunal on 16 March 2022, approved the removal of title conditions No. D.6(a), D.6(b), D.6(b)(i), D.6(b)(ii)) & D.6(e) applicable to Erf 556 Paradise Beach, as contained in Certificate of Consolidation Title T54431/2012 in terms of Section 69 of the Spatial Planning and Land Use Management By-Law, 2016: Kouga Municipality.

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**D de JAGER**  
**ACTING DEPUTY MUNICIPAL MANAGER**

**JEFFREYS BAY**  
**PO BOX 21**  
**6330**



**LOCAL AUTHORITY NOTICE 424 OF 2022****PROVINCIAL NOTICE NO 54/2022****EASTERN CAPE PROVINCE****KOUGA MUNICIPALITY (EC 108)****REMOVAL OF RESTRICTIVE TITLE DEED CONDITIONS  
&  
DEPARTURE FROM THE ZONING SCHEME PROVISIONS****ERF 305, ASTON BAY****SPATIAL PLANNING AND LAND USE MANAGEMENT BY-LAW, 2016: KOUGA MUNICIPALITY**

Notice is given that the Municipal Planning Tribunal on 16 March 2022, approved the removal of title conditions No. B.6; B.7; B.7(i) & B.7(ii) applicable to Erf 305 Aston Bay, as contained in Certificate of Consolidation Title T88073/2001 in terms of Section 69 of the Spatial Planning and Land Use Management By-Law, 2016: Kouga Municipality.

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**D de JAGER**  
**ACTING DEPUTY MUNICIPAL MANAGER**

**JEFFREYS BAY**  
**PO BOX 21**  
**6330**

**LOCAL AUTHORITY NOTICE 425 OF 2022****PROVINCIAL NOTICE NO 53/2022****EASTERN CAPE PROVINCE****KOUGA MUNICIPALITY (EC 108)****REMOVAL OF RESTRICTIVE TITLE DEED CONDITIONS  
&  
DEPARTURE FROM THE ZONING SCHEME PROVISIONS****ERF 153, ASTON BAY****SPATIAL PLANNING AND LAND USE MANAGEMENT BY-LAW, 2016: KOUGA MUNICIPALITY**

Notice is given that the Municipal Planning Tribunal on 16 March 2022, approved the removal of title conditions No. B.(f), B.(g), B.(g)(i) & B.(g)(ii) applicable to Erf 153 Aston Bay, as contained in Certificate of Consolidation Title T4355/84 in terms of Section 69 of the Spatial Planning and Land Use Management By-Law, 2016: Kouga Municipality.

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**D de JAGER**  
**ACTING DEPUTY MUNICIPAL MANAGER**

**JEFFREYS BAY**  
**PO BOX 21**  
**6330**

**LOCAL AUTHORITY NOTICE 426 OF 2022****PROVINCIAL NOTICE NO 52/2022****EASTERN CAPE PROVINCE****KOUGA MUNICIPALITY (EC 108)****REMOVAL OF RESTRICTIVE TITLE DEED CONDITIONS &  
DEPARTURE****ERF 125, PARADISE BEACH****SPATIAL PLANNING AND LAND USE MANAGEMENT BY-LAW, 2016: KOUGA  
MUNICIPALITY**

Notice is hereby given that the Municipal Planning Tribunal on 16 March 2022, approved the removal of title conditions B.5; B.6; B.7; B.7(a) & B.7(b) applicable to Erf 125 Paradise Beach as contained in Certificate of Consolidation Title T57178/2016, in terms of Section 69 of the Spatial Planning and Land Use Management By-Law, 2016: Kouga Municipality.

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**D de JAGER**  
**ACTING DEPUTY MUNICIPAL MANAGER**

**JEFFREYS BAY**  
**PO BOX 21**  
**6330**

**LOCAL AUTHORITY NOTICE 427 OF 2022**

Closure of Public Places Erven 350 and 351, Cofimvaba

Intsika Yethu Municipality (SG Reference: xxxxxxxxx)

Consolidation, Subdivision and Closure of Public Place Application in terms of the Spatial Planning and Land Use Management Act 2013 (Act 16 of 2013) and the Engcobo Local Municipality Spatial Planning and Land Use Management By-Law (2016).

**EXEMPTION OF SURVEYED STATE LAND FOR THE CLOSURE OF ERVEN 350 and 351 COFIMVABA AS PUBLIC PLACES TO ALLOW FOR RESIDENTIAL USE IN COFIMVABA.**

Notice is hereby given that the closure for Erven 350 and 351 as a public place to allow for residential use in Cofimvaba, has been exempted in terms of section 66 of the Spatial Planning and Land Use Management By-law for the purpose of developing the land for residential purposes by the Intsika Yethu Municipality.

The exemption is made based on the following sub sections of section 66 (1) of the Spatial Planning and Land Use Management By-law of the Intsika Yethu Municipality.

(j) The subdivision of land in order to bring about its conveyance to a local authority, semi state institution or other statutory body.

(l) The subdivision of land where the State may require a survey, whether or not the State is the landowner.

(TRANSKEI)

Tel: (043) 783 1400

Fax: (043) 726 4279

OFFICE OF THE SURVEYOR-GENERAL  
PRIVATE BAG X9086  
EAST LONDON  
5200

2015-05-13

OFFICE OF THE MUNICIPAL MANAGER  
INTSIKA YETHU MUNICIPALITY  
PRIVATE BAG X1251  
COFIMVABA  
5380

**MY REF: 13/3/04 v1 p192**

Your ref:  
Dated: 2014.02.28

Madam/Sir,

## FINAL CERTIFICATE

### CLOSING OF PUBLIC PLACE ERVEN 350 AND 351 COFIMVABA

It is hereby certified that all my requirements in regard to the above have been met.

**NB:**

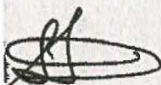
When submitting the final closure notice in terms of the Municipal Act 1979 to the Director of Local Government, it must be accompanied by a copy of this certificate. Failure to do so, will lead to the refusal by the Director to publish the notice.

To expedite this matter please notify me after the final notice of closure has appeared in the Official Gazette.

The wording must be strictly in accordance with the above heading.

Yours faithfully,

**NB:** The Surveyor-General's reference must be quoted in the Notice of closure in the Official Gazette.



**S TOLI**  
For SURVEYOR-GENERAL: EASTERN CAPE

**LOCAL AUTHORITY NOTICE 428 OF 2022**

**Nelson Mandela Bay Municipality (EASTERN CAPE)**

**Removal of Restrictions in terms of the Spatial Planning and Land Use Management Act, 2013  
(Act 16 of 2013)**

**ERF 104, SUMMERSTRAND, PORT ELIZABETH, EASTERN CAPE**

Under Section 47 of the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013) and upon instructions by the Local Authority, a notice is hereby given that conditions B. (a-d) any similar conditions in Deeds of Transfer No. T66758/1994 applicable to Erf 104, Summerstrand is hereby removed.



# Closing times for **ORDINARY WEEKLY** **2022** **EASTERN CAPE PROVINCIAL GAZETTE**

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

- **24 December 2021**, Friday for the issue of Monday **03 January 2022**
- **03 January**, Monday for the issue of Monday **10 January 2022**
- **10 January**, Monday for the issue of Monday **17 January 2022**
- **17 January**, Monday for the issue of Monday **24 January 2022**
- **24 January**, Monday for the issue of Monday **31 January 2022**
- **31 January**, Monday for the issue of Monday **07 February 2022**
- **07 February**, Monday for the issue of Monday **14 February 2022**
- **14 February**, Monday for the issue of Monday **21 February 2022**
- **21 February**, Monday for the issue of Monday **28 February 2022**
- **28 February**, Monday for the issue of Monday **07 March 2022**
- **07 March**, Monday for the issue of Monday **14 March 2022**
- **14 March**, Monday for the issue of Monday **21 March 2022**
- **18 March**, Friday for the issue of Monday **28 March 2022**
- **28 March**, Monday for the issue of Monday **04 April 2022**
- **04 April**, Monday for the issue of Monday **11 April 2022**
- **08 April**, Friday for the issue of Monday **18 April 2022**
- **14 April**, Thursday for the issue of Monday **25 April 2022**
- **22 April**, Friday for the issue of Monday **02 May 2022**
- **29 April**, Friday for the issue of Monday **09 May 2022**
- **09 May**, Monday for the issue of Monday **16 May 2022**
- **16 May**, Monday for the issue of Monday **23 May 2022**
- **23 May**, Monday for the issue of Monday **30 May 2022**
- **30 May**, Monday for the issue of Monday **06 June 2022**
- **06 June**, Monday for the issue of Monday **13 June 2022**
- **13 June**, Monday for the issue of Monday **20 June 2022**
- **20 June**, Monday for the issue of Monday **27 June 2022**
- **27 June**, Monday for the issue of Monday **04 July 2022**
- **04 July**, Monday for the issue of Monday **11 July 2022**
- **11 July**, Monday for the issue of Monday **18 July 2022**
- **18 July**, Monday for the issue of Monday **25 July 2022**
- **25 July**, Monday for the issue of Monday **01 August 2022**
- **01 August**, Monday for the issue of Monday **08 August 2022**
- **05 August**, Friday for the issue of Monday **15 August 2022**
- **15 August**, Monday for the issue of Monday **22 August 2022**
- **22 August**, Monday for the issue of Monday **29 August 2022**
- **29 August**, Monday for the issue of Monday **05 September 2022**
- **05 September**, Monday for the issue of Monday **12 September 2022**
- **12 September**, Monday for the issue of Monday **19 September 2022**
- **19 September**, Monday for the issue of Monday **26 September 2022**
- **26 September**, Monday for the issue of Monday **03 October 2022**
- **03 October**, Monday for the issue of Monday **10 October 2022**
- **10 October**, Monday for the issue of Monday **17 October 2022**
- **17 October**, Monday for the issue of Monday **24 October 2022**
- **24 October**, Monday for the issue of Monday **31 October 2022**
- **31 October**, Monday for the issue of Monday **07 November 2022**
- **07 November**, Monday for the issue of Monday **14 November 2022**
- **14 November**, Monday for the issue of Monday **21 November 2022**
- **21 November**, Monday for the issue of Monday **28 November 2022**
- **28 November**, Monday for the issue of Monday **05 December 2022**
- **05 December**, Monday for the issue of Monday **12 December 2022**
- **09 December**, Friday for the issue of Monday **19 December 2022**
- **19 December**, Monday for the issue of Monday **26 December 2022**





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Also available at the Legal Advisory Services, **Province of the Eastern Cape**, Private Bag X0047, Bisho, 5605.  
Tel. (040) 635-0052.