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VAN
KwaZulu-Natal

IGazethi
YESIFUNDAZWE
saKwaZulu-Natali

THE
Provincial Gazette
OF
KwaZulu-Natal

Op Gesag Uitgegee
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(Irejistiwe njengephephandaba eposihhovisi)

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Isaziso esihunyushwe noma ezihlolwe uPhiko Lwemisebenzi yeziLimi zikhonjiswe ngaloluphawu †.

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ONDERSTAANDE kennisgewings word vir algemene inligting gepubliseer.

IZAZISO ezilandelayo zikhishelwe ulwazi lwawonkewonke.

Natalia
Langmarkstraat
Pietermaritzburg
9 Desember 2004

R. K. SIZANI
Direkteur-generaal

Natalia
Longmarket Street
Pietermaritzburg
9 kuZibandlela 2004

R. K. SIZANI
Umqondisi-Jikelele

THE following notices are published for general information.

R. K. SIZANI
Director-General

Natalia
Longmarket Street
Pietermaritzburg
9 December 2004

No. 1703, 2004

9 Desember 2004

DEPARTEMENT VAN TRADISIONELE EN PLAASLIKE REGERINGSACE

KENNISGEWING INGEVOLGE ARTIKEL 2(1) VAN DIE WET OP OPHEFFING VAN BEPERKINGS, 1967: WYSIGING VAN TITELVOORWAARDE; ERF 513 ATHOLL HEIGHTS, ETHEKWINI MUNISIPALITEIT

IN my hoedanigheid as Direkteur: Implementering van Ontwikkelingsbeplanning in die KwaZulu-Natal Departement van Tradisionele en Plaaslike Regeringsake, kragtens die bevoegdheid aan my verleen by artikel 2(1) van die Wet op Opheffing van Beperkings, 1967 (Wet No. 84 van 1967), saamgelees met delegasie 2 van deel VIII van hoofstuk B van die Algemene Delegering van Bevoegdhede van die KwaZulu-Natal Departement van Tradisionele en Plaaslike Regeringsake, uitgereik deur die KwaZulu-Natal lid van die Uitvoerende Raad verantwoordelik vir plaaslike regering ingevolge artikel 2 van the KwaZulu-Natal Wet op die Delegering van Bevoegdhede, 1994 (Wet No. 8 van 1994), wysig ek hiermee van Sertifikaat van Gekonsolideerde Titelakte Nr. T 26046/92 of enige daaropvolgende akte betreffende Erf 513 Atholl Heights, geleë in die eThekwin Municipality, —

voorwaarde 2. A. 3. wat soos volg lui:

"2. A. 3. No row of tenement houses, boarding house, hotel or block of residential flats and not more than one dwelling house with the necessary out-buildings shall be erected on the lot without the consent of the Administrator."

soos volg:

"2. A. 3. No row of tenement houses, boarding house, hotel or block of residential flats shall be erected on the lot without the consent of the Administrator."

Gegee onder my hand te Durban op hierdie 29ste dag van Oktober, Tweeduisend-en-vier.

T. A. BHENGU

Direkteur: Implementering van Ontwikkelingsbeplanning

Kusstreek Kantoor

Lêerverwysingsnommer: 2004/893

No. 1703, 2004

9 kuZibandlela 2004

UMNYANGO WEZENDABUKO NOHULUMENI BASEKHAYA

ISAZISO NGOKWESIGABA 2(1) SOMTHETHO WOKUSUSWA KWEMITHETHO YOKUTHIBELA, 1967: UKUGUQULWA KWESIMISO SETAYITELA; ISIZA 513 ESE-ATHOLL HEIGHTS, KUMASIPALA WASETHEKWINI

ESIKHUNDLENI sami njengomQondisi: wokuQaliswa kweziNhlelo zeNtuthuko eMnyangweni wezeNdabuko noHulumeni baseKhaya waKwaZulu-Natali, ngamandla engiwanikwe yisigaba 2(1) soMthetho wokuSuswa kweMithetho yokuThibela, 1967 (uMthetho No. 84 ka 1967), sifundwa noMthetho wokuDluliselwa kwaMandla 2 weNxenye VIII yeSahluko 2 seGunya lokuDluliselwa kwaMandla okuVamile woMnyango wezeNdabuko noHulumeni baseKhaya, esikhishwe yiLungu loMkhandlu oPhethe elibhekele ohulumeni basekhaya ngokwesigaba 2 soMthetho wokuDluliselwa kwaMandla, 1994 (uMthetho No. 8 ka 1994), ngalokhu ngikhipha umshwana weGunya lokuDlulisela iTayitela eliBhalisiwe No. T 26046/92 nanoma yiliphi elinye itayitela elilandela igunya eliphathelene neSiza ese-513 Atholl Heights, engaphansi kukaMasipala waseThekwini, Registration Division FT, esiFundazweni saKwaZulu-Natali, —

isimiso 2.A.3. esifundeka kanje:

"2. A. 3. No row of tenement houses, boarding house, hotel or block of residential flats and not more than one dwelling house with the necessary out-buildings shall be erected on the lot without the consent of the Administrator."

sifundeke kanje:

"2. A. 3. No row of tenement houses, boarding house, hotel or block of residential flats shall be erected on the lot without the consent of the Administrator."

Sinikezwe ngaphansi kwesandla sami eThekwini ngalolu suku lwesi 29 kuMfumfu, oNyakeni weziNkulungwane eziMbili naNe.

T. A. BHENGU

umQondisi: wokuQaliswa kweziNhlelo zeNtuthuko

IhhoVisi elisoGwini

Inombolo yefayela: 2004/893

No. 1703, 2004

9 December 2004

DEPARTMENT OF TRADITIONAL AND LOCAL GOVERNMENT AFFAIRS

NOTICE IN TERMS OF SECTION 2(1) OF THE REMOVAL OF RESTRICTIONS ACT, 1967: ALTERATION OF CONDITION OF TITLE:
ERF 513 ATHOLL HEIGHTS, ETHEKWINI MUNICIPALITY

IN my capacity as Director: Development and Planning Implementation in the KwaZulu-Natal Department of Traditional and Local Government Affairs, under powers vested in me by section 2(1) of the Removal of Restrictions Act, 1967 (Act No. 84 of 1967), read with Delegation 2 of Part VIII of Chapter B of the General Delegations of Authority of the KwaZulu-Natal Department of Traditional and Local Government Affairs, issued by the KwaZulu-Natal Member of the Executive Council responsible for local government in terms of section 2 of the KwaZulu-Natal Delegation of Powers Act, 1994 (Act No. 8 of 1994), I hereby alter from Certificate of Consolidated Title No. T 26046/92, or any subsequent deed pertaining to Erf 513 Atholl Heights, situated in the eThekweni Municipality, Registration Division FT, Province of KwaZulu-Natal, —

condition 2. A. 3. which reads as follows:

"2. A. 3. No row of tenement houses, boarding house, hotel or block of residential flats and not more than one dwelling house with the necessary out-buildings shall be erected on the lot without the consent of the Administrator."

to read:

"2. A. 3. No row of tenement houses, boarding house, hotel or block of residential flats shall be erected on the lot without the consent of the Administrator."

Given under my hand at Durban this 29 day of October, Two Thousand and Four.

T. A. BHENGU

Director: Development Planning Implementation

Coastal Office

File reference: 2004/893

No. 1704, 2004

9 Desember 2004

DEPARTEMENT VAN TRADISIONELE EN PLAASLIKE REGERINGSACE

KENNISGEWING INGEVOLGE ARTIKEL 3(1)(B) VAN DIE WET OP MINDER FORMELE DORPSTIGTING, 1991: AANWYSING VAN GROND AS GROND VIR MINDER FORMELE VESTIGING: RESTANT VAN DIE PLAAS NEW MORIAH 16948, RESTANT VAN GEDEELTE 1 VAN DIE PLAAS MORIAH 16743, GEDEELTE VAN DIE RESTANT VAN GEDEELTE 2 (VAN 1) VAN DIE PLAAS MORIAH 167423 (ONGEREGISTREERDE ERWE 6-9, 61-64, 66, 392, 393 EN 410), GEDEELTE VAN DIE RESTANT VAN GEDEELTE 4 (VAN 1) VAN DIE PLAAS MORIAH 16743 (ONGEREGISTREERDE ERF 285): ETHEKWINI MUNISIPALITEIT

IN my hoedanigheid as Adjunkbestuurder: Ontwikkelingsadministrasie in die KwaZulu-Natal Departement van Tradisionele en Plaaslike Regering-sake, kragtens die bevoegdheid aan my verleen by artikel 3(1)(b) van die Wet op Minder Formele Dorpstigting, 1991 (Wet No. 113 van 1991), saamgelees met delegasies 3 van deel 1 van hoofstuk B van die Algemene Delegasie van Bevoegdhede van die KwaZulu-Natal Departement van Tradisionele en Plaaslike Regeringsake, uitgereik deur die KwaZulu-Natal lid van die Uitvoerende Raad verantwoordelik vir plaaslike regering ingevolge artikel 2 van die KwaZulu-Natal Wet op die Delegering van Bevoegdhede, 1994 (Wet No. 8 van 1994) —

- (a) wys ek hierby Restant van die Plaas New Moriah 16948, Restant van Gedeelte 1 van die Plaas Moriah 16743, Gedeelte van die Restant van Gedeelte 2 (van 1) van die Plaas Moriah 16743 en Gedeelte van die Restant van Gedeelte 4 (van 1) van die Plaas Moriah 16743 soos aangetoon op Aanwysingsdiagram, Plan no. TA 246/DD/1.1 gedateer 04/11/04, opgestel deur Terraplan Associates (Natal), geleë in die eThekweni Munisipaliteit, provinsie KwaZulu-Natal, as grond vir minder formele vestiging aan: en
- (b) skort ek hierby die voorwaardes op wat geregistreer is teen Transportakte T29542/1996, Sertifikaat van Geregistreerde Titel no. T29543/1996, Sertifikaat van Geregistreerde Titel no. T29545/1996 en Sertifikaat van Gesonsolideerde Titel no. T66503/2000, aangetoon in die bylae by hierdie kennisgewing.

Gegee onder my hand te Durban op hierdie 26ste dag van November, Tweeduisend-en-vier.

G. K. SUZOR

Adjunkbestuurder: Ontwikkelingsadministrasie

KusKantoor

Lêerverwysing: 2004/334

BYLAE

Voorwaardes

Transportakte T 29542/1996
A(a)

"Subject to such of the terms and conditions of the original Government Grant 909/1850 as are still in force and applicable". These terms and conditions reads as follows:

"... On condition that all authorized Roads and Thoroughfares running over this land, shall remain free and uninterrupted; that said land shall be liable (without compensation to its proprietor), to have any road made over any part of it, for the public good, by order of Government, except those parts on which buildings may actually be erected at the time when such road is required to be made; subject also to the general right of travellers to outspan upon the land in suitable situations, for not more than twenty-four hours (unless longer detained by just cause), and to such other arrangements relative to outspan, as the Government may hereafter deem necessary for the interest of the Public, that he shall punctually pay, or cause to be paid, at the expiration of every twelfth month, from the date of these present, unto the Treasurer General of the District, the sum of Four Pounds Sterling and be bound (according to the existing laws of the District), to have the boundaries properly traced out, and the Land brought into such a state of cultivation as it is capable of; the land thus granted being further subject to all such Duties and Regulations as either are already, or shall in future be established, respecting Lands granted under similar Tenure..."

"Subject to such of the terms and conditions of the original Government Grant 789 as are still in force and applicable". These terms and conditions reads as follows:

- “... On condition that all authorized Roads and Thoroughfares running over this land, shall remain free and uninterrupted; that said land shall be liable (without compensation to its proprietor), to have any road made over any part of it, for the public good, by order of Government, except those parts on which buildings may actually be erected at the time when such road is required to be made; subject also to the general right of travellers to outspan upon the land in suitable situations, for not more than twenty-four hours (unless longer detained by just cause), and to such other arrangements relative to outspan, as the Government may hereafter deem necessary for the interest of the Public, that he shall punctually pay, or cause to be paid, at the expiration of every twelfth month, from the date of these present, unto the Treasurer General of the District, the sum of Four Pounds Sterling and be bound (according to the existing laws of the District), to have the boundaries properly traced out, and the Land brought into such a state of cultivation as it is capable of; the land thus granted being further subject to all such Duties and Regulations as either are already, or shall in future be established, respecting Lands granted under similar Tenure...”.
- B(b) “With the benefit of a servitude of aqueduct 15,24 metres wide, right to use and occupation of portion of the Farm Richmond and electricity over Rem of Richmond as created by Notarial Deed of Servitude No. 22/1933”.
- B(c) “With the benefit of a servitude of aqueduct 15,24 metres wide and electricity over Sub 18 and Rem of 21, Sub 19 and Sub 20 of Zeekoe Vallei as created by Notarial Deed of Servitude No. 21/1933.
- Sertifikaat van Geregistreerde Titel T 29543/1996
A(a) “Subject to such of the terms and conditions of the original Government Grant 909/1850 as are still in force and applicable”. These terms and conditions reads as follows:
“... On condition that all authorized Roads and Thoroughfares running over this land, shall remain free and uninterrupted; that said land shall be liable (without compensation to its proprietor), to have any road made over any part of it, for the public good, by order of Government, except those parts on which buildings may actually be erected at the time when such road is required to be made; subject also to the general right of travellers to outspan upon the land in suitable situations, for not more than twenty-four hours (unless longer detained by just cause), and to such other arrangements relative to outspan, as the Government may hereafter deem necessary for the interest of the Public, that he shall punctually pay, or cause to be paid, at the expiration of every twelfth month, from the date of these present, unto the Treasurer General of the District, the sum of Four Pounds Sterling and be bound (according to the existing laws of the District), to have the boundaries properly traced out, and the Land brought into such a state of cultivation as it is capable of; the land thus granted being further subject to all such Duties and Regulations as either are already, or shall in future be established, respecting Lands granted under similar Tenure...”.
- B(a) “Subject to such of the terms and conditions of the original Government Grant 789 as are still in force and applicable”. These terms and conditions reads as follows:
“... On condition that all authorized Roads and Thoroughfares running over this land, shall remain free and uninterrupted; that said land shall be liable (without compensation to its proprietor), to have any road made over any part of it, for the public good, by order of Government, except those parts on which buildings may actually be erected at the time when such road is required to be made; subject also to the general right of travellers to outspan upon the land in suitable situations, for not more than twenty-four hours (unless longer detained by just cause), and to such other arrangements relative to outspan, as the Government may hereafter deem necessary for the interest of the Public, that he shall punctually pay, or cause to be paid, at the expiration of every twelfth month, from the date of these present, unto the Treasurer General of the District, the sum of Four Pounds Sterling and be bound (according to the existing laws of the District), to have the boundaries properly traced out, and the Land brought into such a state of cultivation as it is capable of; the land thus granted being further subject to all such Duties and Regulations as either are already, or shall in future be established, respecting Lands granted under similar Tenure...”.
- B(b) “With the benefit of a servitude of aqueduct 15,24 metres wide, right to use and occupation of portion of the Farm Richmond and electricity over Rem of Richmond as created by Notarial Deed of Servitude No. 22/1933”.
- B(c) “With the benefit of a servitude of aqueduct 15,24 metres wide and electricity over Sub 18 and Rem of 21, Sub 19 and Sub 20 of Zeekoe Vallei as created by Notarial Deed of Servitude No. 21/1933.
- Sertifikaat van Geregistreerde Titel T 29545/1996
A(a) “Subject to such of the terms and conditions of the original Government Grant 909/1850 as are still in force and applicable”. These terms and conditions reads as follows:
“... On condition that all authorized Roads and Thoroughfares running over this land, shall remain free and uninterrupted; that said land shall be liable (without compensation to its proprietor), to have any road made over any part of it, for the public good, by order of Government, except those parts on which buildings may actually be erected at the time when such road is required to be made; subject also to the general right of travellers to outspan upon the land in suitable situations, for not more than twenty-four hours (unless longer detained by just cause), and to such other arrangements relative to outspan, as the Government may hereafter deem necessary for the interest of the Public, that he shall punctually pay, or cause to be paid, at the expiration of every twelfth month, from the date of these present, unto the Treasurer General of the District, the sum of Four Pounds Sterling and be bound (according to the existing laws of the District), to have the boundaries properly traced out, and the Land brought into such a state of cultivation as it is capable of; the land thus granted being further subject to all such Duties and Regulations as either are already, or shall in future be established, respecting Lands granted under similar Tenure...”.

- B(a) "Subject to such of the terms and conditions of the original Government Grant 789 as are still in force and applicable". These terms and conditions reads as follows:
 "... On condition that all authorized Roads and Thoroughfares running over this land, shall remain free and uninterrupted; that said land shall be liable (without compensation to its proprietor), to have any road made over any part of it, for the public good, by order of Government, except those parts on which buildings may actually be erected at the time when such road is required to be made; subject also to the general right of travellers to outspan upon the land in suitable situations, for not more than twenty-four hours (unless longer detained by just cause), and to such other arrangements relative to outspan, as the Government may hereafter deem necessary for the interest of the Public, that he shall punctually pay, or cause to be paid, at the expiration of every twelfth month, from the date of these present, unto the Treasurer General of the District, the sum of Four Pounds Sterling and be bound (according to the existing laws of the District), to have the boundaries properly traced out, and the Land brought into such a state of cultivation as it is capable of; the land thus granted being further subject to all such Duties and Regulations as either are already, or shall in future be established, respecting Lands granted under similar Tenure..."
- B(b) "With the benefit of a servitude of aqueduct 15,24 metres wide, right to use and occupation of portion of the Farm Richmond and electricity over Rem of Richmond as created by Notarial Deed of Servitude No. 22/1933".
- B(c) "With the benefit of a servitude of aqueduct 15,24 metres wide and electricity over Sub 18 and Rem of 21, Sub 19 and Sub 20 of Zeekoe Vallei as created by Notarial Deed of Servitude No. 21/1933.
- Sertifikaat van Gekonsolideerde Titel T 66503/2000
 2(a) "Subject to such of the terms and conditions of the original Government Grant 909/1850 as are still in force and applicable". These terms and conditions reads as follows:
 "... On condition that all authorized Roads and Thoroughfares running over this land, shall remain free and uninterrupted; that said land shall be liable (without compensation to its proprietor), to have any road made over any part of it, for the public good, by order of Government, except those parts on which buildings may actually be erected at the time when such road is required to be made; subject also to the general right of travellers to outspan upon the land in suitable situations, for not more than twenty-four hours (unless longer detained by just cause), and to such other arrangements relative to outspan, as the Government may hereafter deem necessary for the interest of the Public, that he shall punctually pay, or cause to be paid, at the expiration of every twelfth month, from the date of these present, unto the Treasurer General of the District, the sum of Four Pounds Sterling and be bound (according to the existing laws of the District), to have the boundaries properly traced out, and the Land brought into such a state of cultivation as it is capable of; the land thus granted being further subject to all such Duties and Regulations as either are already, or shall in future be established, respecting Lands granted under similar Tenure..."
- 2(b) "With the benefit of a servitude of aqueduct 15,24 metres wide, right to use and occupation of portion of the Farm Richmond and electricity over Rem of Richmond as created by Notarial Deed of Servitude No. 22/1933".
- 2(c) "With the benefit of a servitude of aqueduct 15,24 metres wide and electricity over Sub 18 and Rem of 21, Sub 19 and Sub 20 of Zeekoe Vallei as created by Notarial Deed of Servitude No. 21/1933.
- 3(a) "Subject to such of the terms and conditions of the original Government Grant 909/1850 as are still in force and applicable". These terms and conditions reads as follows:
 "... On condition that all authorized Roads and Thoroughfares running over this land, shall remain free and uninterrupted; that said land shall be liable (without compensation to its proprietor), to have any road made over any part of it, for the public good, by order of Government, except those parts on which buildings may actually be erected at the time when such road is required to be made; subject also to the general right of travellers to outspan upon the land in suitable situations, for not more than twenty-four hours (unless longer detained by just cause), and to such other arrangements relative to outspan, as the Government may hereafter deem necessary for the interest of the Public, that he shall punctually pay, or cause to be paid, at the expiration of every twelfth month, from the date of these present, unto the Treasurer General of the District, the sum of Four Pounds Sterling and be bound (according to the existing laws of the District), to have the boundaries properly traced out, and the Land brought into such a state of cultivation as it is capable of; the land thus granted being further subject to all such Duties and Regulations as either are already, or shall in future be established, respecting Lands granted under similar Tenure..."
- 4(a) "Subject to such of the terms and conditions of the original Government Grant 1100/1879 as are still in force and applicable". These terms and conditions reads as follows:
 "... On condition that all authorized Roads and Thoroughfares running over this land, shall remain free and uninterrupted; that said land shall be liable (without compensation to its proprietor), to have any road made over any part of it, for the public good, by order of Government, except those parts on which buildings may actually be erected at the time when such road is required to be made; subject also to the general right of travellers to outspan upon the land in suitable situations, for not more than twenty-four hours (unless longer detained by just cause), and to such other arrangements relative to outspan, as the Government may hereafter deem necessary for the interest of the Public, that he shall punctually pay, or cause to be paid, at the expiration of every twelfth month, from the date of these present, unto the Treasurer General of the District, the sum of Four Pounds Sterling and be bound (according to the existing laws

4(b)

of the District), to have the boundaries properly traced out, and the Land brought into such a state of cultivation as it is capable of; the land thus granted being further subject to all such Duties and Regulations as either are already, or shall in future be established, respecting Lands granted under similar Tenure..."

4(c)

"Subject to a road servitude 6,10 metres wide in favour of Sub E as created by Deed of Transfer T14599/1964".

4(d)

"With the benefit of a servitude of aqueduct 15,24 metres wide and electricity over Sub 18 and Rem of 21, Sub 19 and Sub 20 of Zeekoe Vallei as created by Notarial Deed of Servitude No. 21/1933".

"With the benefit of a servitude of aqueduct 15,24 metres wide and right to use and occupation of portion of Richmond and electricity over Rem of Richmond as created by Notarial Deed of Servitude No. 22/1933

No. 1704, 2004

9 kuZibandlela 2004

UMNYANGO WEZENDABUKO NOHULUMENI BASEKHAYA

ISAZISO NGOKWESIGABA 3(1)(B) SOMTHETHO WOKUSUNGULWA KWAMALOKISHI ANGAHLELEKILE NGOKUPHELELE, 1991: UKUKHONJWA KOMHLABA NJENGOMHLABA WOKUHLALISWA NGOKUNGAHLELEKILE NGOKUPHELELE; INSALELA YEPULAZI I-NEW MORIAH 16948, INSALELA YENGXENYE 1 YEPULAZI I-NEW MORIAH 16743, INSALELA YENGXENYE 2 (KA 1) YEPULAZI I-NEW MORIAH 16743 (IZIZA EZINGABHALISIWE 6-9, 61-64, 66 392, 393 KANYE NO- 410), INGXENYE YENSALELA YENGXENYE 4 (KA 1) YEPULAZI I-MORIA 16743 (ISIZA 285 ENGABHALISIWE); KUMASIPALA WASETHEKWINI

ESIKHUNDLENI sami njengeSekela loMphathi: wokuPhathwa kweNtuthuko eMnyangweni wezeNdabuko noHulumeni baseKhaya, ngaphansi kwamandla enginikezwe yisigaba 3(1)(b) soMthetho wokuSungulwa kwamaLokishi angaHlelekile ngokuPhelele, 1991 (uMthetho No. 113 ka 1991) ufundwa noMthetho wokuDluliselwa kwaMandla 3 weNngxenye 1 yeSahluko B soMthetho wokuDluliselwa kwaMandla okuVamile eMnyangweni wezeNdabuko noHulumeni baseKhaya okhishwe yiLungu loMkhandlu oPhethe KwaZulu-Natali elibhekele ohulumeni basekhaya ngokuhambisana nesigaba 2 soMthetho wokuDluliselwa kwaMandla waKwaZulu-Natali, 1994 (uMthetho No. 8 ka-1994), —

- (a) Ngikhomba iNsalela yePulazi i-New Moriah 16948, iNsalela yeNngxenye 1 yePulazi i-Moriah 16743, iNngxenye eyiNsalela kwiNngxenye 2(engu 1) kwiPulazi i-Moriah 16743 kanye neNngxenye eyinsalela kwiNngxenye 4 (engu 1) kwiPulazi i-Moriah 16743 njengalokhu kubonisiwe kumboniso mdwebo okhethekile. Inombolo yePulani ngu TA 246/DD/1.1 yangomhlaka 04/11/04 ilungiswe ngabakwa Terraplan Associates (eNatali), endaweni ekuMasipala waseThekwini, esiFundazweni saKwaZulu-Natali, njengomhlaba wokuhlala ongahlelekile ngokuphelele; futhi
- (b) ngisusa izimiso ezibhaliswe zamelana nokuDluliswa kweTayitela elingu T 29542/1996, isiTifikeli sokuBhaliswa kweTayitela esinguNombolo T29543/1996, isiTifikeli sokuBhaliswa kweTayitela esinguNombolo T29545/1996 kanye neSitifiketi sokuQinisekiswa kweTayitela esinguNombolo T66503/2000 esisohlwini loHlelo kulesi saziso.

Sinikezwe ngaphansi kwesandla sami eThekwini ngalolu suku lwama- 26 kuLwezi, oNyakeni weziNkulungwane eziMbili naNe.

G. K. SUZOR

Isekela loMphathi: EzokuPhathwa KwezeNtuthuko

Ihhovisi elisoGwini

INombolo yeFayela: 2004/334

UHLELO

ISIMISO

OKUQUKETHWE

UkuDluliselwa kweTayitela T 29542/1996

A(a)

"Subject to such of the terms and conditions of the original Government Grant 909/1850 as are still in force and applicable". These terms and conditions reads as follows:

"... On condition that all authorized Roads and Thoroughfares running over this land, shall remain free and uninterrupted; that said land shall be liable (without compensation to its proprietor), to have any road made over any part of it, for the public good, by order of Government, except those parts on which buildings may actually be erected at the time when such road is required to be made; subject also to the general right of travellers to outspan upon the land in suitable situations, for not more than twenty-four hours (unless longer detained by just cause), and to such other arrangements relative to outspan, as the Government may hereafter deem necessary for the interest of the Public, that he shall punctually pay, or cause to be paid, at the expiration of every twelfth month, from the date of these present, unto the Treasurer General of the District, the sum of Four Pounds Sterling and be bound (according to the existing laws of the District), to have the boundaries properly traced out, and the Land brought into such a state of cultivation as it is capable of; the land thus granted being further subject to all such Duties and Regulations as either are already, or shall in future be established, respecting Lands granted under similar Tenure..."

"Subject to such of the terms and conditions of the original Government Grant 789 as are still in force and applicable". These terms and conditions reads as follows:

"... On condition that all authorized Roads and Thoroughfares running over this land, shall remain free and uninterrupted; that said land shall be liable (without compensation to its proprietor), to have any road made over any part of it, for the public good, by order of Government, except those parts on which buildings may actually be erected at the time when such road is required to be made; subject also to the general right of travellers to outspan upon the land in suitable situations, for not more than twenty-four hours (unless longer detained by just cause), and to such other arrangements relative to outspan, as the Government may hereafter deem necessary for the interest of the Public, that he shall punctually pay, or cause to be paid, at the expiration of every twelfth month, from the date of these present, unto the Treasurer General of the District, the sum of Four Pounds Sterling and be bound (according to the existing laws of the District), to have the boundaries properly traced out, and the Land brought into such a state of cultivation as it is capable of; the land thus granted being further sub-

B(a)

- ject to all such Duties and Regulations as either are already, or shall in future be established, respecting Lands granted under similar Tenure..."
- B(b) "With the benefit of a servitude of aqueduct 15.24 metres wide, right to use and occupation of portion of the Farm Richmond and electricity over Rem of Richmond as created by Notarial Deed of Servitude No. 22/1933".
- B(c) "With the benefit of a servitude of aqueduct 15.24 metres wide and electricity over Sub 18 and Rem of 21, Sub 19 and Sub 20 of Zeekoe Vallei as created by Notarial Deed of Servitude No. 21/1933.
- IsiTifiketi seTayitela eliBhalisiwe T 29543/1996
A(a) "Subject to such of the terms and conditions of the original Government Grant 909/1850 as are still in force and applicable". These terms and conditions reads as follows:
"... On condition that all authorized Roads and Thoroughfares running over this land, shall remain free and uninterrupted; that said land shall be liable (without compensation to its proprietor), to have any road made over any part of it, for the public good, by order of Government, except those parts on which buildings may actually be erected at the time when such road is required to be made; subject also to the general right of travellers to outspan upon the land in suitable situations, for not more than twenty-four hours (unless longer detained by just cause), and to such other arrangements relative to outspan, as the Government may hereafter deem necessary for the interest of the Public, that he shall punctually pay, or cause to be paid, at the expiration of every twelfth month, from the date of these present, unto the Treasurer General of the District, the sum of Four Pounds Sterling and be bound (according to the existing laws of the District), to have the boundaries properly traced out, and the Land brought into such a state of cultivation as it is capable of; the land thus granted being further subject to all such Duties and Regulations as either are already, or shall in future be established, respecting Lands granted under similar Tenure..."
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- B(b) "With the benefit of a servitude of aqueduct 15.24 metres wide, right to use and occupation of portion of the Farm Richmond and electricity over Rem of Richmond as created by Notarial Deed of Servitude No. 22/1933".
- B(c) "With the benefit of a servitude of aqueduct 15.24 metres wide and electricity over Sub 18 and Rem of 21, Sub 19 and Sub 20 of Zeekoe Vallei as created by Notarial Deed of Servitude No. 21/1933.
- IsiTifiketi seTayitela eliBhalisiwe T 29545/1996
A(a) "Subject to such of the terms and conditions of the original Government Grant 909/1850 as are still in force and applicable". These terms and conditions reads as follows:
"... On condition that all authorized Roads and Thoroughfares running over this land, shall remain free and uninterrupted; that said land shall be liable (without compensation to its proprietor), to have any road made over any part of it, for the public good, by order of Government, except those parts on which buildings may actually be erected at the time when such road is required to be made; subject also to the general right of travellers to outspan upon the land in suitable situations, for not more than twenty-four hours (unless longer detained by just cause), and to such other arrangements relative to outspan, as the Government may hereafter deem necessary for the interest of the Public, that he shall punctually pay, or cause to be paid, at the expiration of every twelfth month, from the date of these present, unto the Treasurer General of the District, the sum of Four Pounds Sterling and be bound (according to the existing laws of the District), to have the boundaries properly traced out, and the Land brought into such a state of cultivation as it is capable of; the land thus granted being further subject to all such Duties and Regulations as either are already, or shall in future be established, respecting Lands granted under similar Tenure..."
- B(a) "Subject to such of the terms and conditions of the original Government Grant 789 as are still in force and applicable". These terms and conditions reads as follows:
"... On condition that all authorized Roads and Thoroughfares running over this land, shall remain free and uninterrupted; that said land shall be liable (without compensation to its proprietor), to have any road made over any part of it, for the public good, by order of Government, except those parts on which buildings may actually be erected at the time when such road is required to be made; subject also to the general right of travellers to outspan upon the land in suitable situations, for not more than twenty-four hours (unless longer detained by just cause), and to such other arrangements relative to outspan, as the Government may hereafter deem necessary for the interest of the Public, that he shall punctually pay, or cause to be paid, at the expiration of every twelfth month, from the date of these present, unto the Treasurer General of the

B(b)

District, the sum of Four Pounds Sterling and be bound (according to the existing laws of the District), to have the boundaries properly traced out, and the Land brought into such a state of cultivation as it is capable of; the land thus granted being further subject to all such Duties and Regulations as either are already, or shall in future be established, respecting Lands granted under similar Tenure..."

"With the benefit of a servitude of aqueduct 15,24 metres wide, right to use and occupation of portion of the Farm Richmond and electricity over Rem of Richmond as created by Notarial Deed of Servitude No. 22/1933".

B(c)

"With the benefit of a servitude of aqueduct 15,24 metres wide and electricity over Sub 18 and Rem of 21, Sub 19 and Sub 20 of Zeekoe Vallei as created by Notarial Deed of Servitude No. 21/1933.

IsiTifiketi sokuQinisekisa iTayitela T 66503/2000
2(a)

"Subject to such of the terms and conditions of the original Government Grant 909/1850 as are still in force and applicable". These terms and conditions reads as follows:

"... On condition that all authorized Roads and Thoroughfares running over this land, shall remain free and uninterrupted; that said land shall be liable (without compensation to its proprietor), to have any road made over any part of it, for the public good, by order of Government, except those parts on which buildings may actually be erected at the time when such road is required to be made; subject also to the general right of travellers to outspan upon the land in suitable situations, for not more than twenty-four hours (unless longer detained by just cause), and to such other arrangements relative to outspan, as the Government may hereafter deem necessary for the interest of the Public, that he shall punctually pay, or cause to be paid, at the expiration of every twelfth month, from the date of these present, unto the Treasurer General of the District, the sum of Four Pounds Sterling and be bound (according to the existing laws of the District), to have the boundaries properly traced out, and the Land brought into such a state of cultivation as it is capable of; the land thus granted being further subject to all such Duties and Regulations as either are already, or shall in future be established, respecting Lands granted under similar Tenure..."

2(b)

"With the benefit of a servitude of aqueduct 15,24 metres wide, right to use and occupation of portion of the Farm Richmond and electricity over Rem of Richmond as created by Notarial Deed of Servitude No. 22/1933".

2(c)

"With the benefit of a servitude of aqueduct 15,24 metres wide and electricity over Sub 18 and Rem of 21, Sub 19 and Sub 20 of Zeekoe Vallei as created by Notarial Deed of Servitude No. 21/1933.

3(a)

"Subject to such of the terms and conditions of the original Government Grant 909/1850 as are still in force and applicable". These terms and conditions reads as follows:

"... On condition that all authorized Roads and Thoroughfares running over this land, shall remain free and uninterrupted; that said land shall be liable (without compensation to its proprietor), to have any road made over any part of it, for the public good, by order of Government, except those parts on which buildings may actually be erected at the time when such road is required to be made; subject also to the general right of travellers to outspan upon the land in suitable situations, for not more than twenty-four hours (unless longer detained by just cause), and to such other arrangements relative to outspan, as the Government may hereafter deem necessary for the interest of the Public, that he shall punctually pay, or cause to be paid, at the expiration of every twelfth month, from the date of these present, unto the Treasurer General of the District, the sum of Four Pounds Sterling and be bound (according to the existing laws of the District), to have the boundaries properly traced out, and the Land brought into such a state of cultivation as it is capable of; the land thus granted being further subject to all such Duties and Regulations as either are already, or shall in future be established, respecting Lands granted under similar Tenure..."

4(a)

"Subject to such of the terms and conditions of the original Government Grant 1100/1879 as are still in force and applicable". These terms and conditions reads as follows:

"... On condition that all authorized Roads and Thoroughfares running over this land, shall remain free and uninterrupted; that said land shall be liable (without compensation to its proprietor), to have any road made over any part of it, for the public good, by order of Government, except those parts on which buildings may actually be erected at the time when such road is required to be made; subject also to the general right of travellers to outspan upon the land in suitable situations, for not more than twenty-four hours (unless longer detained by just cause), and to such other arrangements relative to outspan, as the Government may hereafter deem necessary for the interest of the Public, that he shall punctually pay, or cause to be paid, at the expiration of every twelfth month, from the date of these present, unto the Treasurer General of the District, the sum of Four Pounds Sterling and be bound (according to the existing laws of the District), to have the boundaries properly traced out, and the Land brought into such a state of cultivation as it is capable of; the land thus granted being further subject to all such Duties and Regulations as either are already, or shall in future be established, respecting Lands granted under similar Tenure..."

4(b)

"Subject to a road servitude 6,10 metres wide in favour of Sub E as created by Deed of Transfer T14599/1964".

4(c)

"With the benefit of a servitude of aqueduct 15,24 metres wide and electricity over Sub 18 and Rem of 21, Sub 19 and Sub 20 of Zeekoe Vallei as created by Notarial Deed of Servitude No. 21/1933".

4(d)

"With the benefit of a servitude of aqueduct 15,24 metres wide and right to use and occupation of portion of Richmond and electricity over Rem of Richmond as created by Notarial Deed of Servitude No. 22/1933

DEPARTMENT OF TRADITIONAL AND LOCAL GOVERNMENT AFFAIRS

NOTICE IN TERMS OF SECTION 3(1)(B) OF THE LESS FORMAL TOWNSHIP ESTABLISHMENT ACT, 1991: DESIGNATION OF LAND AS LAND FOR LESS FORMAL SETTLEMENT; REMAINDER OF THE FARM NEW MORIAH 16948, REMAINDER OF PORTION 1 OF THE FARM MORIAH 16743, PORTION OF THE REMAINDER OF PORTION 2 (OF 1) OF THE FARM MORIAH 16743 (UNREGISTERED ERVEN 6-9, 61-64, 66 392, 393 AND 410), PORTION OF THE REMAINDER OF PORTION 4 (OF 1) OF THE FARM MORIAH 16743 (UNREGISTERED ERF 285): ETHEKWINI MUNICIPALITY

IN my capacity as Deputy Manager: Development Administration in the KwaZulu-Natal Department of Traditional and Local Government Affairs, under powers vested in me by section 3(1)(b) of the Less Formal Township Establishment Act, 1991 (Act No. 113 of 1991), read with Delegation 3 of Part 1 of Chapter B of the General Delegations of Authority of the Department of Traditional and Local Government Affairs issued by the KwaZulu-Natal Member of the Executive Council responsible for local government in terms of section 2 of the KwaZulu-Natal Delegation of Powers Act, 1994 (Act No. 8 of 1994), I —

- (a) designate Remainder of the Farm New Moriah 16948, Remainder of Portion 1 of the Farm Moriah 16743, Portion of the Remainder of Portion 2 (of 1) of the Farm Moriah 16743 and Portion of the Remainder of Portion 4 (of 1) of the Farm Moriah 16743 as shown on Designation Diagram, Plan Number TA 246/DD/1.1 dated 04/11/04 prepared by Terraplan Associates (Natal), situate in the eThekweni Municipality, Province of KwaZulu-Natal, as land for less formal settlement; and
- (b) suspend the conditions registered against the Deed of Transfer T 29542/1996, Certificate of Registered Title No. T29543/1996, Certificate of Registered Title No. T29545/1996 and Certificate of Consolidated Title No. T66503/2000 listed in the Schedule to this notice.

Given under my hand at Durban this 26th day of November, Two Thousand and Four.

G. K. SUZOR

Deputy Manager: Development Administration

Coastal Office

File reference: 2004/334

SCHEDULE

CONDITION	CONTENTS
Deed of Transfer T 29542/1996 A(a)	"Subject to such of the terms and conditions of the original Government Grant 909/1850 as are still in force and applicable". These terms and conditions reads as follows: "... On condition that all authorized Roads and Thoroughfares running over this land, shall remain free and uninterrupted; that said land shall be liable (without compensation to its proprietor), to have any road made over any part of it, for the public good, by order of Government, except those parts on which buildings may actually be erected at the time when such road is required to be made; subject also to the general right of travellers to outspan upon the land in suitable situations, for not more than twenty-four hours (unless longer detained by just cause), and to such other arrangements relative to outspan, as the Government may hereafter deem necessary for the interest of the Public, that he shall punctually pay, or cause to be paid, at the expiration of every twelfth month, from the date of these present, unto the Treasurer General of the District, the sum of Four Pounds Sterling and be bound (according to the existing laws of the District), to have the boundaries properly traced out, and the Land brought into such a state of cultivation as it is capable of; the land thus granted being further subject to all such Duties and Regulations as either are already, or shall in future be established, respecting Lands granted under similar Tenure..."
B(a)	"Subject to such of the terms and conditions of the original Government Grant 789 as are still in force and applicable". These terms and conditions reads as follows: "... On condition that all authorized Roads and Thoroughfares running over this land, shall remain free and uninterrupted; that said land shall be liable (without compensation to its proprietor), to have any road made over any part of it, for the public good, by order of Government, except those parts on which buildings may actually be erected at the time when such road is required to be made; subject also to the general right of travellers to outspan upon the land in suitable situations, for not more than twenty-four hours (unless longer detained by just cause), and to such other arrangements relative to outspan, as the Government may hereafter deem necessary for the interest of the Public, that he shall punctually pay, or cause to be paid, at the expiration of every twelfth month, from the date of these present, unto the Treasurer General of the District, the sum of Four Pounds Sterling and be bound (according to the existing laws of the District), to have the boundaries properly traced out, and the Land brought into such a state of cultivation as it is capable of; the land thus granted being further subject to all such Duties and Regulations as either are already, or shall in future be established, respecting Lands granted under similar Tenure..."
B(b)	"With the benefit of a servitude of aqueduct 15,24 metres wide, right to use and occupation of portion of the Farm Richmond and electricity over Rem of Richmond as created by Notarial Deed of Servitude No. 22/1933".
B(c)	"With the benefit of a servitude of aqueduct 15,24 metres wide and electricity over Sub 18 and Rem of 21, Sub 19 and Sub 20 of Zeekoe Vallei as created by Notarial Deed of Servitude No. 21/1933.
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B(a)

four hours (unless longer detained by just cause), and to such other arrangements relative to outspan, as the Government may hereafter deem necessary for the interest of the Public, that he shall punctually pay, or cause to be paid, at the expiration of every twelfth month, from the date of these present, unto the Treasurer General of the District, the sum of Four Pounds Sterling and be bound (according to the existing laws of the District), to have the boundaries properly traced out, and the Land brought into such a state of cultivation as it is capable of; the land thus granted being further subject to all such Duties and Regulations as either are already, or shall in future be established, respecting Lands granted under similar Tenure...".

"Subject to such of the terms and conditions of the original Government Grant 789 as are still in force and applicable". These terms and conditions reads as follows:

"... On condition that all authorized Roads and Thoroughfares running over this land, shall remain free and uninterrupted; that said land shall be liable (without compensation to its proprietor), to have any road made over any part of it, for the public good, by order of Government, except those parts on which buildings may actually be erected at the time when such road is required to be made; subject also to the general right of travellers to outspan upon the land in suitable situations, for not more than twenty-four hours (unless longer detained by just cause), and to such other arrangements relative to outspan, as the Government may hereafter deem necessary for the interest of the Public, that he shall punctually pay, or cause to be paid, at the expiration of every twelfth month, from the date of these present, unto the Treasurer General of the District, the sum of Four Pounds Sterling and be bound (according to the existing laws of the District), to have the boundaries properly traced out, and the Land brought into such a state of cultivation as it is capable of; the land thus granted being further subject to all such Duties and Regulations as either are already, or shall in future be established, respecting Lands granted under similar Tenure...".

B(b)

"With the benefit of a servitude of aqueduct 15,24 metres wide, right to use and occupation of portion of the Farm Richmond and electricity over Rem of Richmond as created by Notarial Deed of Servitude No. 22/1933".

B(c)

"With the benefit of a servitude of aqueduct 15,24 metres wide and electricity over Sub 18 and Rem of 21, Sub 19 and Sub 20 of Zeekoe Vallei as created by Notarial Deed of Servitude No. 21/1933.

Certificate of Registered Title T 29545/1996
A(a)

"Subject to such of the terms and conditions of the original Government Grant 909/1850 as are still in force and applicable". These terms and conditions reads as follows:

"... On condition that all authorized Roads and Thoroughfares running over this land, shall remain free and uninterrupted; that said land shall be liable (without compensation to its proprietor), to have any road made over any part of it, for the public good, by order of Government, except those parts on which buildings may actually be erected at the time when such road is required to be made; subject also to the general right of travellers to outspan upon the land in suitable situations, for not more than twenty-four hours (unless longer detained by just cause), and to such other arrangements relative to outspan, as the Government may hereafter deem necessary for the interest of the Public, that he shall punctually pay, or cause to be paid, at the expiration of every twelfth month, from the date of these present, unto the Treasurer General of the District, the sum of Four Pounds Sterling and be bound (according to the existing laws of the District), to have the boundaries properly traced out, and the Land brought into such a state of cultivation as it is capable of; the land thus granted being further subject to all such Duties and Regulations as either are already, or shall in future be established, respecting Lands granted under similar Tenure...".

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"... On condition that all authorized Roads and Thoroughfares running over this land, shall remain free and uninterrupted; that said land shall be liable (without compensation to its proprietor), to have any road made over any part of it, for the public good, by order of Government, except those parts on which buildings may actually be erected at the time when such road is required to be made; subject also to the general right of travellers to outspan upon the land in suitable situations, for not more than twenty-four hours (unless longer detained by just cause), and to such other arrangements relative to outspan, as the Government may hereafter deem necessary for the interest of the Public, that he shall punctually pay, or cause to be paid, at the expiration of every twelfth month, from the date of these present, unto the Treasurer General of the District, the sum of Four Pounds Sterling and be bound (according to the existing laws of the District), to have the boundaries properly traced out, and the Land brought into such a state of cultivation as it is capable of; the land thus granted being further subject to all such Duties and Regulations as either are already, or shall in future be established, respecting Lands granted under similar Tenure...".

B(b)

"With the benefit of a servitude of aqueduct 15,24 metres wide, right to use and occupation of portion of the Farm Richmond and electricity over Rem of Richmond as created by Notarial Deed of Servitude No. 22/1933".

B(c)

"With the benefit of a servitude of aqueduct 15,24 metres wide and electricity over Sub 18 and Rem of 21, Sub 19 and Sub 20 of Zeekoe Vallei as created by Notarial Deed of Servitude No. 21/1933.

Certificate of Consolidated Title T 66503/2000
2(a)

"Subject to such of the terms and conditions of the original Government Grant 909/1850 as are still in force and applicable". These terms and conditions reads as follows:

"... On condition that all authorized Roads and Thoroughfares running over this land, shall remain free and uninterrupted; that said land shall be liable (without compensation to its proprietor), to have any road made over any part of it, for the public good, by order of Government, except those parts on which buildings may actually be erect-

- ed at the time when such road is required to be made; subject also to the general right of travellers to outspan upon the land in suitable situations, for not more than twenty-four hours (unless longer detained by just cause), and to such other arrangements relative to outspan, as the Government may hereafter deem necessary for the interest of the Public, that he shall punctually pay, or cause to be paid, at the expiration of every twelfth month, from the date of these present, unto the Treasurer General of the District, the sum of Four Pounds Sterling and be bound (according to the existing laws of the District), to have the boundaries properly traced out, and the Land brought into such a state of cultivation as it is capable of; the land thus granted being further subject to all such Duties and Regulations as either are already, or shall in future be established, respecting Lands granted under similar Tenure..."
- 2(b) "With the benefit of a servitude of aqueduct 15,24 metres wide, right to use and occupation of portion of the Farm Richmond and electricity over Rem of Richmond as created by Notarial Deed of Servitude No. 22/1933".
- 2(c) "With the benefit of a servitude of aqueduct 15,24 metres wide and electricity over Sub 18 and Rem of 21, Sub 19 and Sub 20 of Zeekoe Vallei as created by Notarial Deed of Servitude No. 21/1933.
- 3(a) "Subject to such of the terms and conditions of the original Government Grant 909/1 850 as are still in force and applicable". These terms and conditions reads as follows:
 "... On condition that all authorized Roads and Thoroughfares running over this land, shall remain free and uninterrupted; that said land shall be liable (without compensation to its proprietor), to have any road made over any part of it, for the public good, by order of Government, except those parts on which buildings may actually be erected at the time when such road is required to be made; subject also to the general right of travellers to outspan upon the land in suitable situations, for not more than twenty-four hours (unless longer detained by just cause), and to such other arrangements relative to outspan, as the Government may hereafter deem necessary for the interest of the Public, that he shall punctually pay, or cause to be paid, at the expiration of every twelfth month, from the date of these present, unto the Treasurer General of the District, the sum of Four Pounds Sterling and be bound (according to the existing laws of the District), to have the boundaries properly traced out, and the Land brought into such a state of cultivation as it is capable of; the land thus granted being further subject to all such Duties and Regulations as either are already, or shall in future be established, respecting Lands granted under similar Tenure..."
- 4(a) "Subject to such of the terms and conditions of the original Government Grant 1100/1879 as are still in force and applicable". These terms and conditions reads as follows:
 "... On condition that all authorized Roads and Thoroughfares running over this land, shall remain free and uninterrupted; that said land shall be liable (without compensation to its proprietor), to have any road made over any part of it, for the public good, by order of Government, except those parts on which buildings may actually be erected at the time when such road is required to be made; subject also to the general right of travellers to outspan upon the land in suitable situations, for not more than twenty-four hours (unless longer detained by just cause), and to such other arrangements relative to outspan, as the Government may hereafter deem necessary for the interest of the Public, that he shall punctually pay, or cause to be paid, at the expiration of every twelfth month, from the date of these present, unto the Treasurer General of the District, the sum of Four Pounds Sterling and be bound (according to the existing laws of the District), to have the boundaries properly traced out, and the Land brought into such a state of cultivation as it is capable of; the land thus granted being further subject to all such Duties and Regulations as either are already, or shall in future be established, respecting Lands granted under similar Tenure..."
- 4(b) "Subject to a road servitude 6,10 metres wide in favour of Sub E as created by Deed of Transfer T14599/1964".
- 4(c) "With the benefit of a servitude of aqueduct 15,24 metres wide and electricity over Sub 18 and Rem of 21, Sub 19 and Sub 20 of Zeekoe Vallei as created by Notarial Deed of Servitude No. 21/1933".
- 4(d) "With the benefit of a servitude of aqueduct 15,24 metres wide and right to use and occupation of portion of Richmond and electricity over Rem of Richmond as created by Notarial Deed of Servitude No. 22/1933

No. 1705, 2004

9 Desember 2004

DEPARTEMENT VAN TRADISIONELE EN PLAASLIKE REGERINGSACE

KENNISGEWING INGEVOLGE ARTIKEL 3(6)(A) VAN DIE WET OP MINDER FORMELE DORPSTIGTING, 1991: VERKLARING VAN DIE BEPALINGS VAN 'N WET VAN TOEPASSING OP GROND AANGEWYS AS GROND VIR MINDER FORMELE VESTIGING: RESTANT VAN DIE PLAAS NEW MORIAH 16948, RESTANT VAN GEDEELTE 1 VAN DIE PLAAS MORIAH 16743, GEDEELTE VAN DIE RESTANT VAN GEDEELTE 2 (VAN 1) VAN DIE PLAAS MORIAH 16743 (UNREGISTERED ERFEN 6 - 9, 61 - 64, 66 392, 393 EN 410), GEDEELTE VAN DIE RESTANT VAN GEDEELTE 4 (VAN 1) VAN DIE PLAAS MORIAH 16743 (UNREGISTERED ERF 285); ETHEKWINI MUNISIPALITEIT

IN my hoedanigheid as Adjunkbestuurder: Grondadministrasie in die KwaZulu-Natal Departement van Tradisionele en Plaaslike Regeringsake, kragtens die bevoegdheid aan my verleen by artikel 3(6)(a) van die Wet op Minder Formele Dorpstigting, 1991 (Wet No. 113 van 1991), saamgelees met delegasie 6 van deel 1 van hoofstuk B van die Algemene Delegasies van Bevoegdheid van die Departement van Tradisionele en Plaaslike Regeringsake, uitgereik deur die KwaZulu-Natal Lid van die Uitvoerende Raad verantwoordelike vir plaaslike regering ingevolge artikel 2 van die KwaZulu-Natal Wet op die Delegering van Bevoegdhede, 1994 (Wet No. van 1994), verklaar ek die bepalings van die Dorpbeplanningsordonnansie, 1949 (Ordonnansie No. 27 van 1949) as van toepassing op die grond aangewys vir 'n minder formele nedersetting ingevolge Provinsiale

Regeringskennisgewing No. 1704 van 2004, met die uitsondering van die bepalings van artikels 11, 11bis, 12, 16 - 27, 33, 35, 36 en 39, met dien verstande dat die minder formele nedersetting behandel moet word as 'n privaatdorp omskryf in artikel 1 van die Dorpbeplanningsordonnansie, 1949 vir die doeleindes van die genoemde Ordonnansie.

Gegee onder my hand te Durban op hierdie die 26ste dag van November, Tweeëuisend-en vier.

G. K. SUZOR

Adjunkbestuurder: Grondadministrasie

Kuskantoor

Lêerverwysing: 2004/334

No. 1705, 2004

9 kuZibandlela 2004

UMNYANGO WEZENDABUKO NOHULUMENI BASEKHAYA

ISAZISO NGOKWESIGABA 3(6)(A) SOMTHETHO WOKUSUNGULWA KWAMALOKISHI ANGAHLELEKILE NGOKUPHELELE, 1991: UKUMENYEZELWA KWEZINHLINZKO ZOMTHETHO OSEBENZA EMHLABENI OKHONJWE NJENGOMHLABA WOKUHLALISWA OKUNGAHLELEKILE: U-ERVEN ENGU 1 NENSALELA YENGXWENYE KA 4 (KA 1) YONKE FARM MORIAH ENGU 16743 ETHEKWINI WASEMTHSHEZI

NGOKWESIKHUNDLA sami ngeSekela loMphathi: wokuPhathwa kweNtuthuko eMnyangweni weziNdaba zoMdabu noHulumeni baseKhaya KwaZulu-Natali, ngaphansi kwamandla enginikezwe wona isigaba 3(6)(a) soMthetho wokuSungulwa kwamaLokishi angaHlelekile, 1991 (uMthetho No. 113 ka- 1991) ufundwa noMthetho wokuDluliselwa kwaMandla 6 weNgenye 1 yeSahluko B soMthetho wokuDluliselwa kwaMandla okuVamile eMnyangweni wezeNdabuko noHulumeni baseKhaya okhishwe iLungu loMkhandlu oPhethe KwaZulu-Natali elibhekene nohulumeni basekhaya ngokuhambisana nesigaba 2 soMthetho waKwaZulu-Natali wokuDluliselwa kwaMandla, 1994 (uMthetho No. 8 ka-1994), ngalokhu ngimemezela ukuthi izinhlinzko ze-Odinensi yokuHlelwa kweDolobha, 1949 (I-Odinensi No. 27 ka 1949) zisebenza emhlabeni okhonjwe njengomhlaba wokuhlala okungahlelekile ngokuhambisana neSaziso sesiFundazwe esinguNombolo 1704 ka 2004, ngaphandle kwezinhlinzko zezigaba 11, 11 bis, 12, 16-27, 33, 35, 36 no-39, inqobo nje, uma indawo yokuhlaliswa okungahlelekile izothathwa njengelokishi elizimele njengoba kuchazwe esigabeni 1 se-Odinensi yokuHlelwa kweDolobha, 1949, ukwenzela izinhloso zale Odinensi ebaluliwe.

Sinikezwe ngaphansi kwesandla sami eThekwini ngalolu suku lwama- 26 kuLwezi, oNyakeni weziNkulungwane eziMbili naNe.

G. K. SUZOR

Isekela loMphathi: EzokuPhathwa KwezeNtuthuko

IhhoVisi elisoGwini

Inombolo yeFayela: 2004/334

No. 1705, 2004

9 December 2004

DEPARTMENT OF TRADITIONAL AND LOCAL GOVERNMENT AFFAIRS

NOTICE IN TERMS OF SECTION 3(6)(A) OF THE LESS FORMAL TOWNSHIP ESTABLISHMENT ACT, 1991: DECLARING THE PROVISIONS OF A LAW APPLICABLE TO LAND DESIGNATED AS LAND FOR LESS FORMAL SETTLEMENT REMAINDER OF THE FARM NEW MORIAH 16948, REMAINDER OF PORTION 1 OF THE FARM MORIAH 16743, PORTION OF THE REMAINDER OF PORTION 2 (OF 1) OF THE FARM MORIAH 16743 (UNREGISTERED ERVEN 6 - 9, 61 - 64, 66 392, 393 AND 410), PORTION OF THE REMAINDER OF PORTION 4 (OF 1) OF THE FARM MORIAH 16743 (UNREGISTERED ERF 285): ETHEKWINI MUNICIPALITY

IN my capacity as Deputy Manager: Development Administration in the KwaZulu-Natal Department of Traditional and Local Government Affairs, under powers vested in me by section 3(6)(a) of the Less Formal Township Establishment Act, 1991 (Act No. 113 of 1991), read with Delegation 6 of Part 1 of Chapter B of the General Delegations of Authority of the Department of Traditional and Local Government Affairs issued by the KwaZulu-Natal Member of the Executive Council responsible for local government in terms of section 2 of the KwaZulu-Natal Delegation of Powers Act, 1994 (Act No. 8 of 1994), I declare the provisions of the Town Planning Ordinance, 1949 (Ordinance No. 27 of 1949) applicable to the land designated as a less formal settlement in terms of Provincial Government Notice No. 1704 of 2004, excluding the provisions of sections 11(1), 11bis, 12-24, 27, 33, 35, 36 and 39. The less formal settlement must be treated as a private township defined in section 1 of the Town Planning Ordinance, 1949, for the purposes of the said Ordinance.

Given under my hand at Durban this 26th day of November, Two Thousand and Four.

G. K. SUZOR

Deputy Manager: Development Administration

Coastal Office

File reference: 2004/334

No. 1706, 2004

9 Desember 2004

REGULASIES BETREFFENDE DIE ADMINISTRASIE, BESTUUR EN BEHEER VAN PROVINSIALE HOSPITALE, DIENSTE EN INRIGTINGS WAT KRAGTENS ARTIKEL 4 VAN DIE ORDONNANSIE OP PROVINSIALE HOSPITALE, 1961 (ORDONNANSIE NO. 13 VAN 1961), DAARGESTEL IS: WYSIGING

DIE Minister van Gesondheid het ingevolge artikel 26 van die Ordonnansie op Provinsiale Hospitale, 1961 (Ordonnansie No. 13 van 1961), die regulasies soos op 19 Oktober 1961 by Provinsiale kennisgewing 473 gepubliseer, met ingang van 1 Januarie 2005, gewysig —

1. deur bylae 1 deur die volgende bylae te vervang:

"BYLAE 1

GELDETARIEF VIR BINNE- EN BUITEPASIENTEDIENSTE GELEWER EN VOORRADE VERSKAF BY, IN OF VANUIT PROVINSIALE HOSPITALE, DIENSTE EN INRIGTINGS

1. Die volgende vorderings is betaalbaar ten opsigte van dienste gelewer en voorrade verskaf by, in of vanuit provinsiale hospitale, gemeenskaps-gesondheidsentrums en klinieke, welke vorderings bepaal is deur en onderhewig is aan die 2002 KwaZulu-Natal Hospitaalgeelde Handboek wat op versoek van enige provinsiale hospitaal in die provinsie beskikbaar is:

			Voltaarief-hospitaal Pasiënte			Private pasiënte			Deeltarief- hospitaal- pasiënte	
Kode	Beskrywing	Basis	Profes- sionele- gelde	Fasiliteitsgelde			Profes- sionele- gelde	Fasiliteitsgelde		
				Vlak 1	Vlak 2	Vlak 3		Vlak 1	Vlak 2	Vlak 3
01	Narkosemiddels									
0111	Narkosemiddels Kat A - Algemene mediesepraktisyn	prosedure	R109	N.v.t		N.v.t	N.v.t	N.v.t		N.v.t
0112	Narkosemiddels Kat A - Spesialis mediesepraktisyn	prosedure	R163	N.v.t		N.v.t	N.v.t	N.v.t		N.v.t
0121	Narkosemiddels Kat B - Algemene mediesepraktisyn	prosedure	R185	N.v.t		N.v.t	N.v.t	N.v.t		N.v.t
0122	Narkosemiddels Kat B - Spesialis mediesepraktisyn	prosedure	R278	N.v.t		N.v.t	N.v.t	N.v.t		N.v.t
0131	Narkosemiddels Kat C - Algemene mediesepraktisyn	prosedure	R650	N.v.t		N.v.t	N.v.t	N.v.t		N.v.t
0132	Narkosemiddels Kat C - Spesialis mediesepraktisyn	prosedure	R975	N.v.t		N.v.t	N.v.t	N.v.t		N.v.t
02	Bevalling									
0210	Bevalling - Fasiliteitsgeld	voorval		R2,006	R2,006	R2,335		R2,006	R2,006	R2,335
0211	Bevalling - Algemene mediesepraktisyn	voorval	R1,088				N.v.t			
0212	Bevalling - Spesialis mediesepraktisyn	voorval	R1,404				N.v.t			
0213	Bevalling - Verpleeg- praktisyn	voorval	R1,316				N.v.t			
03	Dialise									
0310	Hemo - Fasiliteitsgeld	sessie		R720	R720	R823		R720	R720	R823
0311	Hemo-Dialise - Algemene mediesepraktisyn	sessie	R137				N.v.t			
0312	Hemo-Dialise - Spesialis mediesepraktisyn	sessie	R171				N.v.t			
0320	Peritoneale Dialise - Fasiliteitsgeld	dag		R111	R111	R127		R111	R111	R127
0321	Peritoneale Dialise - Algemene medieseprak- tisyn	dag	R21				N.v.t			
0322	Peritoneale Dialise - Spesialis medieseprak- tisyn	dag	R27				N.v.t			
04	Mediese verslae	verslag								
0410	Mediese verslag - Fasiliteitsgeld	verslag		R80	R80	R92	N.v.t	R80	R80	R92
0411	Mediese verslag - Algemene medieseprak- tisyn	verslag	R145				N.v.t			
0412	Mediese verslag - Spesialis medieseprak- tisyn	verslag	R218							
05	Afbeelding	prosedure								
0510	Radiologie, Kat A - Fasiliteitsgeld	prosedure		R36	R36	R41		R36	R36	R41
0511	Radiologie, Kat A - Algemene medieseprak- tisyn	prosedure	R35				N.v.t			
0512	Radiologie, Kat A - Spesialis medieseprak- tisyn	prosedure	R68				N.v.t			
0514	Radiologie, Kat A - Verbonde gesond- heidspraktisyn	prosedure	R34				N.v.t			
0520	Radiologie, Kat B - Fasiliteitsgeld	prosedure		R100	R100	R114		R100	R100	R114
0521	Radiologie, Kat B - Algemene medieseprak- tisyn	prosedure	R96				N.v.t			
0522	Radiologie, Kat B -									

soos van tyd
tot tyddeur die
Minister
bepaal

	Spesialis mediesepraktisyn	prosedure	R188				N.v.t			
0524	Radiologie, Kat B - Verbonde gesondheidspraktisyn	prosedure	R94				N.v.t			
0530	Radiologie, Kat C - Fasiliteitsgeld	prosedure		R465	R465	R531		R465	R465	R531
0531	Radiologie, Kat C - Algemene mediesepraktisyn	prosedure	R298				N.v.t			
0532	Radiologie, Kat C - Spesialis mediesepraktisyn	prosedure	R918				N.v.t			
0540	Radiologie, Kat D - Fasiliteitsgeld	prosedure		R1,186	R1,186	R1,355		R1,186	R1,186	R1,355
0541	Radiologie, Kat D - Algemene mediesepraktisyn	prosedure	R1,097				N.v.t			
0542	Radiologie, Kat D - Spesialis mediesepraktisyn	prosedure	R2,291				N.v.t			
06	Binnepasiënte									
0610	Binnepasiënt Algemene saal - Fasiliteitsgeld	dag		R369	R470	R1,092		R369	R470	R1,092
0611	Binnepasiënt Algemene saal - Algemene mediesepraktisyn	dag	R76				N.v.t			
0612	Binnepasiënt Algemene saal - Spesialis mediesepraktisyn	dag	R175				N.v.t			
0620	Binnepasiënt Hoërsorg - Fasiliteitsgeld	12u		R571	R715	R1,025		R571	R715	R1,025
0621	Binnepasiënt Hoërsorg - Algemene mediesepraktisyn	12u	R76				N.v.t			
0622	Binnepasiënt Hoërsorg - Spesialis mediesepraktisyn	12u	R175				N.v.t			
0630	Binnepasiënt Waakeenhed - Fasiliteitsgeld	12u		R 1,878	R 1,878	R 2,246		R 1,878	R 1,878	R 2,246
0631	Binnepasiënt Waakeenhed - Algemene mediesepraktisyn	12u	R153				N.v.t			
0632	Binnepasiënt Waakeenhed - Spesialis mediesepraktisyn	12u	R351				N.v.t			
0640	Binnepasiënt Kroniese sorg - Fasiliteitsgeld	dag		R216	R216	R216		R216	R216	R216
0641	Binnepasiënt Kroniese sorg - Algemene mediesepraktisyn	dag	R25				N.v.t			
0642	Binnepasiënt Kroniese sorg - Spesialis mediesepraktisyn	dag	R58				N.v.t			
0643	Binnepasiënt Kroniese sorg - Verpleegpraktisyn	dag	R15				N.v.t			
0650	Dag pasiënt - Fasiliteitsgeld	dag		R 307	R 387	R 951		R 307	R 387	R 951
0651	Dag pasiënt - Algemene mediesepraktisyn	dag	R76				N.v.t			
0652	Dag pasiënt - Spesialis mediesepraktisyn	dag	R175				N.v.t			
0653	Dag pasiënt - Verpleegpraktisyn	dag	R45				N.v.t			
0660	Binnepasiënt Loseerder - Fasiliteitsgeld	dag		R177	R177	R177		R177	R177	R177
0663	Binnepasiënt Loseerder - Verpleegpraktisyn	dag	R15				R15			
07	Lykhuis									
0710	Lykhuis - Fasiliteitsgeld	dag		R94	R94	R107		R94	R94	R107
0720	Verassingsertifikaat - Fasiliteitsgeld	sertifikaat		R94	R94	R107		R94	R94	R107
08	Geneesmiddel									
0810	Medikasie geld - Fasiliteitsgeld	voorskrif		R17	R17	R20		R17	R17	R20
0815	Item geld	item	Soos van tyd tot tyd deur die Minister bepaal							
0820	Flat rate*	besoek		R196	R196	R210		R196	R196	R210

soos van tyd
tot tyd
deur die
Minister
bepaal

0825	Flat rate* *where no itemised billing in place	opneming		R245	R359	R564		R245	R359	R564	
09	Mondgesondheid										
0910	Mond sorg Kat A - Fasiliteitsgeld	prosedure		R14	R14	R16		R14	R14	R16	
0911	Mond sorg Kat A - Algemene mediese- praktisyn	prosedure	R24				N.v.t				
0912	Mond sorg Kat A - Spesialis mediese- praktisyn	prosedure	R20				N.v.t				
0914	Mond sorg Kat A - Verbonde gesond- heidspraktisyn	prosedure	R19				N.v.t				
0920	Mond sorg Kat B - Fasiliteitsgeld	prosedure		R43	R43	R49		R43	R43	R49	
0921	Mond sorg Kat B - Algemene mediese- praktisyn	prosedure	R47				N.v.t				
0922	Mond sorg Kat B - Spesialis mediese- praktisyn	prosedure	R74				N.v.t				
0924	Mond sorg Kat B - Verbonde gesond- heidspraktisyn	prosedure	R38				N.v.t				
0930	Mond sorg Kat C - Fasiliteitsgeld	prosedure		R260	R260	R297		R260	R260	R297	
0931	Mond sorg Kat C - Algemene mediese- praktisyn	prosedure	R288				N.v.t				
0932	Mond sorg Kat C - Spesialis mediese- praktisyn	prosedure	R494				N.v.t				
0940	Mond sorg Kat D - Fasiliteitsgeld	prosedure		R1,023	R1,023	R 1,170		R1,023	R1,023	R 1,170	
0941	Mond sorg Kat D - Algemene mediese- praktisyn	prosedure	R882				N.v.t				
0942	Mond sorg Kat D - Spesialis mediese- praktisyn	prosedure	R 1,810				N.v.t				
0950	Mond sorg Kat E - Fasiliteitsgeld	prosedure		R 3,443	R 3,443	R 3,935		R 3,443	R 3,443	R 3,935	
0951	Mond sorg Kat E - Algemene medieseprak- tisyen		R 2,967				N.v.t				
0952	Mond sorg Kat E - Spesialis medieseprak- tisyen		R 6,089				N.v.t				
10	Konsultasies										
1010	Buitepasient Konsultasie - Fasiliteits- geld	besoek		R63	R120	R221		R63	R120	R221	soos van tyd tot tyd
1011	Buitepasient Konsultasie - Algemene mediesepraktisyn	besoek	R51				N.v.t				deur die Minister bepaal
1012	Buitepasient Konsultasie - Spesialis mediesepraktisyn	besoek	R117				N.v.t				
1013	Buitepasient Konsultasie - Verpleeg- praktisyn	besoek	R30				N.v.t				
1014	Buitepasient Konsultasie - Verbonde gesondheidspraktisyn	besoek	R31				N.v.t				
1020	Nood Konsultasie - Fasiliteitsgeld	besoek		R235	R354	R484		R235	R354	R484	
1021	Nood Konsultasie - Algemene mediese- praktisyn	besoek	R76				N.v.t				
1022	Nood Konsultasie - Spesialis medieseprak- tisyen	besoek	R175				N.v.t				
1023	Nood Konsultasie - Verpleegpraktisyn	besoek	R45				N.v.t				
1024	Nood Konsultasie - Verbonde gesondheids- praktisyn	besoek	R46				N.v.t				

11	Ambulante prosedures									
1110	Ambulante prosedure Kat A - Fasiliteitsgeld	prosedure		R241	R241	R275		R241	R275	R225
1111	Ambulante prosedure Kat A - Algemene mediesepraktisyn	prosedure	R74					N.v.t		
1112	Ambulante prosedure Kat A - Spesialis mediese- praktisyn	prosedure	R165					N.v.t		
1113	Ambulante prosedure Kat A - Verpleeg- praktisyn	prosedure	R43					N.v.t		
1120	Ambulante prosedure Kat B - Fasiliteitsgeld	prosedure		R241	R241	R275		R241	R241	R275
1121	Ambulante prosedure Kat B - Algemene mediesepraktisyn	prosedure	R111					N.v.t		
1122	Ambulante prosedure Kat B - Spesialis mediesepraktisyn	prosedure	R251					N.v.t		
1130	Ambulante prosedure Kat C - Fasiliteitsgeld	prosedure		R241	R241	R275		R241	R241	R275
1131	Ambulante prosedure Kat C - Algemene mediesepraktisyn	prosedure	R174					N.v.t		
1132	Ambulante prosedure Kat C - Spesialis mediesepraktisyn	prosedure	R392					N.v.t		
1140	Ambulante prosedure Kat D - Fasiliteitsgeld	prosedure		R241	R241	R275		R241	R241	R275
1141	Ambulante prosedure Kat D - Algemene mediesepraktisyn	prosedure	R 461					N.v.t		
1142	Ambulante prosedure Kat D - Spesialis mediesepraktisyn	prosedure	R 1,038					N.v.t		
12	Operasiesaal Prosedures									
1210	Operasiesaal prosedure Kat A - Fasiliteitsgeld	prosedure		R699	R1,025	R1,499		R699	R1,025	R1,499
1211	Operasiesaal prosedure Kat A - Algemene mediesepraktisyn	prosedure	R74					N.v.t		
1212	Operasiesaal prosedure Kat A - Spesialis mediesepraktisyn	prosedure	R165					N.v.t		
1220	Operasiesaal prosedure Kat B - Fasiliteitsgeld	prosedure		R 1,058	R 1,552	R 2,271		R 1,058	R 1,552	R 271
1221	Operasiesaal prosedure Kat B - Algemene mediesepraktisyn	prosedure	R111					N.v.t		soos van tyd tot tyd
1222	Operasiesaal prosedure Kat B - Spesialis mediesepraktisyn	prosedure	R251					N.v.t		deur die Minister bepaal
1230	Operasiesaal prosedure Kat C - Fasiliteitsgeld	prosedure		R 1,818	R 2,667	R 3,901		R 1,818	R 2,667	R 3,901
1231	Operasiesaal prosedure Kat C - Algemene mediesepraktisyn	prosedure	R174					N.v.t		
1232	Operasiesaal prosedure Kat C - Spesialis mediese- praktisyn	prosedure	R392					N.v.t		
1240	Operasiesaal prosedure Kat D - Fasiliteitsgeld	prosedure		R 4,663	R 6,839	R 10,004		R 4,663	R 6,839	R 10,004
1241	Operasiesaal prosedure Kat D - Algemene mediesepraktisyn	prosedure	R 461					N.v.t		
1242	Operasiesaal prosedure Kat D - Spesialis mediesepraktisyn	prosedure	R 1,038					N.v.t		
13	Behandeling									
1310	Aanvullende Gesond- heidsbehandeling - Fasiliteitsgeld	kontak		R30	R30	R34		R30	R30	R34
1314	Aanvullende Gesond- heidsbehandeling - Verbonde gesondheids- praktisyn	kontak	R52					N.v.t		

1320	Aanvullende gesondheid groeppbehandeling - Fasiliteitsgeld	kontak		R22	R22	R25		R22	R22	R25
1324	Aanvullende gesondheid groeppbehandeling - Verbonde gesondheids- praktisyn	kontak	R39				N.v.t			
14	Mediese Nooddienste									
1410	Pasiënt vervoerdiens - Fasiliteitsgeld	100km		R218	R218	R218		R218	R218	R218
1420	Basise lewensbystand - Fasiliteitsgeld	50km		R596	R596	R596		R596	R596	R596
1430	Intermediêre lewens- bystand - Fasiliteitsgeld	50km		R805	R805	R805		R805	R805	R805
1440	Gevorderde lewens- bystand - Fasiliteitsgeld	50km		R1,337	R1,337	R1,337		R1,337	R1,337	R1,337
1450	Nooddiens paraatheid - Fasiliteitsgeld	Uur		R64	R64	R64		R64	R64	R64
1451	Nooddiens paraatheid - Algemene mediese- praktisyn	Uur	R243				N.v.t			
1452	Nooddiens paraatheid - Spesialis mediese- praktisyn	Uur	R364				N.v.t			
1453	Emergency service standby - Verpleeg- praktisyn	Uur	R162				N.v.t			
1454	Emergency service standby - Verbonde gesondheidspraktisyn	Uur	R162				N.v.t			
1460	Redding - Fasiliteitsgeld	voorval		R637	R637	R637		R637	R637	R637
1461	Redding - Algemene mediesepraktisyn	voorval	R910				N.v.t			
1462	Redding - Spesialis mediesepraktisyn	voorval	R1,365				N.v.t			
1463	Redding - Verpleeg- praktisyn	voorval	R607				N.v.t			
1464	Redding - Verbonde gesondheidspraktisyn	voorval	R607				N.v.t			
15	Hulpmiddels en Prostese									
1510	Item geld	item	Soos van tyd tot tyd deur die Minister bepaal							
16	Kosmetiese Chirurgie									
1610	Kosmetiese Chirurgie Kat A - Fasiliteitsgeld	prosedure		R 1,471	R 1,471	R 1,681		R 1,471	R 1,471	R 1,681
1611	Kosmetiese Chirurgie Kat A - Algemene praktisyn	prosedure	R1,005				N.v.t			soos van tyd tot tyd
1612	Kosmetiese Chirurgie Kat A - Spesialis Praktisyn	prosedure	R 1,508				N.v.t			deur die Minister bepaal
1620	Kosmetiese Chirurgie Kat B - Fasiliteitsgeld	prosedure		R 3,309	R 3,309	R 3,782		R 3,309	R 3,309	R 3,782
1621	Kosmetiese Chirurgie Kat B - Algemene Praktisyn	prosedure	R 848				N.v.t			
1622	Kosmetiese Chirurgie Kat B - Spesialis Praktisyn	prosedure	R 1,271				N.v.t			
1630	Kosmetiese Chirurgie Kat C - Fasiliteitsgeld	prosedure		R 5,344	R 5,344	R 6,108		R 5,344	R 5,344	R 6,108
1631	Kosmetiese Chirurgie Kat C - Algemene Praktisyn	prosedure	R 1,699				N.v.t			
1632	Kosmetiese Chirurgie Kat C - Spesialis Praktisyn	prosedure	R 2,549				N.v.t			
1640	Kosmetiese Chirurgie Kat D - Fasiliteitsgeld	prosedure		R 9,027	R 9,027	R 10,316		R 9,027	R 9,027	R 10,316
1641	Kosmetiese Chirurgie Kat D - Algemene Praktisyn	prosedure	R 1,907				N.v.t			
1642	Kosmetiese Chirurgie Kat D - Spesialis Praktisyn		R 2,860				N.v.t			
1700	Laboratoriumdienste* * waar geen gespesifiseerde fakturering bestaan nie	besoek opneeming		R196	R196	R210		R196	R196	R210

1710	Peritoneale Dialisaat	maandelikse voorraad	R6,147	R6,147	R6,147	R6,147	R6,147	R6,147
1720	Lykskouingtarief	prosedure	R158	R158	R158	R158	R158	R158
1730	Suurstof	item	R196	R196	R210	R196	R196	R210
1740	Nie-farmaseutiese items	item	R196	R196	R210	R196	R196	R210
1750	Immunisasie ten behoeve van internasionale reis	besoek	R180	R180	R180	R180	R180	R180
1760	Inenting ten behoeve van ingang in RSA	inenting	R180	R180	R180	R180	R180	R180

2. Vir die doeleindes van hierdie bylae —

(a) sluit die uitdrukking “vlak 1 inrigting” die volgende provinsiale gesondheidsgeriewe in:

Appelsbosch, Beatricestraat Kliniek, Benedictine, Bethesda, Catherine Booth, Ceza, Charles Johnson Memorial, Christ-the-King, Church of Scotland, Clairwood, Dundee, Griekwaland-Oos en Usher Gedenkhospitaal, Ekombe, Ekupumeleni, Emmaus, Estcourt, G.J. Crookes, Greytown, Hillcrest, Hlabisa, Itshelejuba, Manguzi, Mahatma Gandhi, Mbongolwane, Montebello, Mosvold, Mseleni, Niemeyer Gedenk, Nkandla, Nkonjeni, Osindisweni, Phoenix Assessment and Therapy Centre, Pietermaritzburg Assessment and Therapy Centre, St. Appolinaris, St. Andrew's, St. Francis, St. Mary's KwaMagwaza, Tayler Legaat, Umgeni Sorg- en Rehabilitasiesentrum, Umpumulo, Untunjambili, Vryheid, Wentworth en alle gemeenskapsgesondheidsentrums en klinieke; en

(b) sluit die uitdrukking “vlak 2 inrigting” die volgende provinsiale gesondheidsgeriewe in:

Addington, Edendale, Eshowe, Fort Napier, Grey's, King Edward VIII, King George V, Ladysmith, Lower Umfolozi District and War Memorial, Madadeni, Murchison, Newcastle, Ngwelezana, Northdale, Port Shepstone, Prince Mshiyeni, R.K. Khan, Stanger and Town Hill; en

(c) sluit die uitdrukking “vlak 3 inrigting” die volgende provinsiale gesondheidsgeriewe in:

Inkosi Albert Luthuli Central.”.

No. 1706, 2004

9 kuZibandlela 2004

IMITHETHONQUBO EMAYELANA NOKUPHATHWA, UKUSINGATHWA KANYE NOKULAWULWA KWEZIBHEDLELA, IMISEBENZI KANYE NEZIKHUNGO ZESIFUNDAZWE EZASUNGULWA NGOKWESIGABA 4 SE-ODINENSI YEZIBHEDLELA ZESIFUNDAZWE, 1961 (I-ODINENSI NO. 13 KA 1961):ISICHIBIYELO

UNGQONGQOSHE wezeMpilo ngokwesigaba 26 se-Odinensi yeziBhedlela zesiFundazwe, 1961 (i-Odinensi No 13 ka 1961), kusuka mhlaka 1 kuMasingana 2005, uchibiyele iMithethonqubo eyashicilelwa ngomhlaka 19 kuMfumfu 1961 ngaphansi kweSaziso sesiFundazwe No. 473

2. Ngokufaka iziNhlelo ezilandelayo endaweni I ngokulandelayo:

“UHLELO I

IZINDLEKO ZEZIMALI ZEMISEBENZI EHLINZEKWA IZIGULI EZILALISIWE KANYE NEZINGALALISIWE EHLINZEKWA KANYE NENIKEZELWA EZIBHEDLELA, EZIMPIKWENI KANYE NASEZIKHUNGWENI ZESIFUNDAZWE

1. Kuyokhokha mayelana nemisebenzi kanye nokuphakela okuhlinzekwa ezibhedlela, ezikhungweni zezempilo zomphakathi kanye nasemtholampilo lezi zimali ezilandelayo achazwe futhi ancike kuSomqulu weziMali zeziBhedlela waKwaZulu-Natali, 2002 otholakalayo ngesicelo kunoma yisiphi isibhedlela sesiFundazwe esiFundazwe:

Ikhodi	Incazelo	Iziguli Ezikhokha ngokugcwele	Izimali yobu-ngcweti			Iziguli ezilashwa ngasese			Iziguli ezikhokha ingxenye ezibhedlela
			Imali yobu-ngcweti	imali yesibhedlela	Imali yobu-ngcweti	imali yesibhedlela	Izinga 1	Izinga 2	Izinga 3
01	Imithi yokuqeda imizwa emzimbeni			Izinga 1	Izinga 2	Izinga 3			
0111	Imithi yokuqeda imizwa emzimbeni umkhakha A - inqubo	R109	N/a	N/a	N/a	N/a	N/a		N/a
0112	Imithi yokuqeda imizwa emzimbeni umkhakha A - uchwepheshe	R163	N/a	N/a	N/a	N/a	N/a		N/a
0121	Imithi yokuqeda imizwa emzimbeni umkhakha B - udokotela	R185	N/a	N/a	N/a	N/a	N/a		N/a
0122	Imithi yokuqeda imizwa emzimbeni umkhakha B - uchwepheshe	R278	N/a	N/a	N/a	N/a	N/a		N/a
0131	Imithi yokuqeda imizwa emzimbeni umkhakha C - udokotela	R650	N/a	N/a	N/a	N/a	N/a		N/a
0132	Imithi yokuqeda imizwa emzimbeni umkhakha C - uchwepheshe	R975	N/a		N/a	N/a	N/a		N/a
02	Ukubeletha								
0210	Ukubeletha - imali yesibhedlela	isehlakalo	R2,006	R2,006	R2,335		R2,006	R2,006	R2,335
0211	Ukubeletha - udokotela	isehlakalo	R1,088			N/a			

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[illegible]

0620	Egunjini labadinga ukunakekelwa kakhulu - imali yesibhedlela	12h		R571	R715	R1,025		R571	R715	R1,025
0621	Egunjini labadinga ukunakekelwa kakhulu - udokotela	12h	R76				N/a			
0622	Egunjini labadinga ukunakekelwa kakhulu - uchwepheshe	12h	R175				N/a			
0630	Izimali ezikhokhwa egunjini labagula kakhulu - imali yesibhedlela	12h		1878	1878	2246		1878	1878	2246
0631	Izimali ezikhokhwa egunjini labagula kakhulu - udokotela	12h	R153				N/a			
0632	Izimali ezikhokhwa egunjini labagula kakhulu - uchwepheshe	12h	R351				N/a			
0640	Ukunakekelwa kwezifo zansu zonke - imali yesibhedlela	usuku		R216	R216	R216		R216	R216	R216
0641	Ukunakekelwa kwezifo zansu zonke - udokotela	usuku	R25				N/a			
0642	Ukunakekelwa kwezifo zansu zonke - uchwepheshe	usuku	R58				N/a			
0643	Ukunakekelwa kwezifo zansu zonke - uMhlengikazi	usuku	R15				N/a			
0650	Isiguli sosuku - imali yesibhedlela	usuku		R307	R387	R 951		R 307	R 387	R 951
0651	Isiguli sosuku - udokotela	usuku	R76				N/a			
0652	Isiguli sosuku - uchwepheshe	usuku	R175				N/a			
0653	Isiguli sosuku - uMhlengikazi	usuku	R45				N/a			
0660	Izimali ezikhokhwa ngabaHlaliswa ngaphakathi - imali yesibhedlela	usuku		R177	R177	R177		R177	R177	R177
0663	Izimali ezikhokhwa ngabaHlaliswa ngaphakathi - uMhlengikazi	usuku	R15				R15			
07	Izimali ezikhokhwa emakhazeni									
0710	Izimali ezikhokhwa emakhazeni - imali yesibhedlela	usuku		R94	R94	R107		R94	R94	R107
0720	Izitifiketi zokushisa izidumbu - imali yesibhedlela	ngesitifiketi		R94	R94	R107		R94	R94	R107
08	Ukuthakwa kwemithi									
0810	Imali yemithi - imali yesibhedlela	imithi enqunyiwe		R17	R17	R20		R17	R17	R20
0815	Imali yempahla	impahla ngayinye	njengoba kunqunywe nguNgqongqoshe izikhathi ngezikhathi							
0820	Intela yefulethi *	ngokuva-kasha		R196	R196	R210		R196	R196	R210
0825	Intela yefulethi *	ukwamukelwa		R245	R359	R564		R245	R359	R564
	* lapho lungekho uhlu lwemali okufanele ikhokhwe									
09	Ezempilo ngezomlomo									
0910	Ukunakekelwa komlomo umkhakha A - imali yesibhedlela	inqubo		R14	R14	R16		R14	R14	R16
0911	Ukunakekelwa komlomo umkhakha A - udokotela	inqubo	R24				N/a			
0912	Ukunakekelwa komlomo umkhakha A - uchwepheshe	inqubo	R20				N/a			
0914	Ukunakekelwa komlomo umkhakha A - udokotela owumbimbi	inqubo	R19				N/a			
0920	Ukunakekelwa komlomo umkhakha B - imali yesibhedlela	inqubo		R43	R43	R49		R43	R43	R49
0921	Ukunakekelwa komlomo umkhakha B - udokotela	inqubo	R47				N/a			

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0922	Ukunakekelwa komlomo umkhakha B - uchwe-phephe	inqubo	R74				N/a			
0924	Ukunakekelwa komlomo umkhakha B - udokotela owumbimbi	inqubo	R38				N/a			
0930	Ukunakekelwa komlomo umkhakha C - imali yesibhedlela	inqubo		R260	R260	R297		R260	R260	R297
0931	Ukunakekelwa komlomo umkhakha C - udokotela	inqubo	R288				N/a			
0932	Ukunakekelwa komlomo umkhakha C - uchwe-phephe	inqubo	R494				N/a			
0940	Ukunakekelwa komlomo umkhakha D - imali yesibhedlela	inqubo		R1,023	R1,023	R 1,170		R1,023	R1,023	R 1,170
0941	Ukunakekelwa komlomo umkhakha D - udokotela	inqubo	R882				N/a			
0942	Ukunakekelwa komlomo umkhakha D - uchwe-phephe	inqubo	1810				N/a			
0950	Ukunakekelwa komlomo umkhakha E - imali yesibhedlela	inqubo		R 3,443	R 3,443	R 3,935		R 3,443	R 3,443	R 3,935
0951	Ukunakekelwa komlomo umkhakha E - udokotela		2967				N/a			
0952	Ukunakekelwa komlomo umkhakha E - uchwe-phephe		6089				N/a			
10	Ukubona udokotela									
1010	Ukubona udokotela ungezukulaliswa - imali yesibhedlela	ngoku-vakasha		R63	R120	R221		R63	R120	R221
1011	Ukubona udokotela ungezukulaliswa - udokotela	ngoku-vakasha	R51				N/a			
1012	Ukubona udokotela ungezukulaliswa - uchwe-phephe	ngoku-vakasha	R117				N/a			
1013	Ukubona udokotela ungezukulaliswa - uMhlengikazi	ngoku-vakasha	R30				N/a			
1014	Ukubona udokotela ungezukulaliswa - udokotela owumbimbi	ngoku-vakasha	R31				N/a			
1020	Ukubonwa okuphuthumayo - imali yesibhedlela	ngoku-vakasha		R235	R354	R484		R235	R354	R484
1021	Ukubonwa okuphuthumayo - udokotela	ngoku-vakasha	R76				N/a			
1022	Ukubonwa okuphuthumayo - uchwe-phephe	ngoku-vakasha	R175				N/a			
1023	Ukubonwa okuphuthumayo - uMhlengikazi	ngoku-vakasha	R45				N/a			
1024	Ukubonwa okuphuthumayo - udokotela owumbimbi	ngokuva-kasha	R46				N/a			
11	Ukulashwa kwabazihambelayo									
1110	Ukulashwa kwabazihambelayo Uhlobo A - imali yesibhedlela	inqubo		R241	R241	R275		R241	R241	R275
1111	Ukulashwa kwabazihambelayo Uhlobo A - udokotela	inqubo	R74				N/a			
1112	Ukulashwa kwabazihambelayo Uhlobo A - uchwe-phephe	inqubo	R165				N/a			
	Ukulashwa kwaba-									

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	zihambelayo Uhlobo A - uMhlengikazi	inqubo	R43						N/a	
1120	Ukulashwa kwabazihambelayo Uhlobo B - imali yesibhedlela	inqubo		R241	R241	R275		R241	R241	R275
1121	Ukulashwa kwabazihambelayo Uhlobo B - udokotela	inqubo	R111						N/a	
1122	Ukulashwa kwabazihambelayo Uhlobo B - uchwepheshe	inqubo	R251						N/a	
1130	Ukulashwa kwabazihambelayo Uhlobo C - imali yesibhedlela	inqubo		R241	R241	R275		R241	R241	R275
1131	Ukulashwa kwabazihambelayo Uhlobo C - udokotela	inqubo	R174						N/a	
1132	Ukulashwa kwabazihambelayo Uhlobo C - uchwepheshe	inqubo	R392						N/a	
1140	Ukulashwa kwabazihambelayo Uhlobo D - imali yesibhedlela	inqubo		R241	R241	R275		R241	R241	R275
1141	Ukulashwa kwabazihambelayo Uhlobo D - udokotela	inqubo	R 461						N/a	
1142	Ukulashwa kwabazihambelayo Uhlobo D - uchwepheshe	inqubo	R 1,038						N/a	
12	Izingubo zasegunjini lokuhlinza									
1210	Inqubo yasegunjini lokuhlinza umkhakha A - imali yesibhedlela	inqubo		R699	R1,025	R1,499		R699	R1,025	R1,499
1211	Inqubo yasegunjini lokuhlinza umkhakha A - udokotela	inqubo	R74						N/a	
1212	Inqubo yasegunjini lokuhlinza umkhakha A - uchwepheshe	inqubo	R165						N/a	
1220	Inqubo yasegunjini lokuhlinza umkhakha B - imali yesibhedlela	inqubo		R 1,058	R 1,552	R 2,271		R 1,058	R 1,552	R 2,271
1221	Inqubo yasegunjini lokuhlinza umkhakha B - udokotela	inqubo	R111						N/a	
1222	Inqubo yasegunjini lokuhlinza umkhakha B - uchwepheshe	inqubo	R251						N/a	
1230	Inqubo yasegunjini lokuhlinza umkhakha C - imali yesibhedlela	inqubo		R 1,818	R 2,667	R 3,901		R 1,818	R 2,667	R 3,901
1231	Inqubo yasegunjini lokuhlinza umkhakha C - udokotela	inqubo	R174						N/a	
1232	Inqubo yasegunjini lokuhlinza umkhakha C - uchwepheshe	inqubo	R392						N/a	
1240	Inqubo yasegunjini lokuhlinza umkhakha D - imali yesibhedlela	inqubo		R 4,663	R 6,839	R 10,004		R 4,663	R 6,839	R 10,004
1241	Inqubo yasegunjini lokuhlinza umkhakha D - udokotela	inqubo	461						N/a	
1242	Inqubo yasegunjini lokuhlinza umkhakha D - uchwepheshe	inqubo	1038						N/a	
13	Ukulashwa									
1310	Ukwelapha okwesekayo - Imali yesibhedlela	inqubo		R30	R30	R34		R30	R30	R34
1314	Ukwelapha okwesekayo - udokotela owumbimbi	inqubo	R52						N/a	
1320	Ukwelapha ngamaqogo - imali yesibhedlela	inqubo		R22	R22	R25		R22	R22	R25
1324	Ukwelapha ngamaqogo okwesekayo - udokotela owumbimbi	inqubo	R39						N/a	
14	Imisebenzi yosizo oluphuthumayo									

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1410	Umsebenzi wokuthutha iziguli - imali yesibhedlela	100km	R218	R218	R218	R218	R218	R218
1420	Ukwesekwa kwempilo okuyisisekelo - imali yesibhedlela	50km	R596	R596	R596	R596	R596	R596
1430	Ukwesekwa kwempilo okusezingeni eliphakathi - imali yesibhedlela	50km	R805	R805	R805	R805	R805	R805
1440	Ukwesekwa kwempilo okusezingeni elithe thuthu - imali yesibhedlela	50km	R1,337	R1,337	R1,337	R1,337	R1,337	R1,337
1450	Isithenjwa ezimweni eziphuthumayo - imali yesibhedlela	Ihora	R64	R64	R64	R64	R64	R64
1451	Isithenjwa ezimweni eziphuthumayo - udokotela	Ihora	R243			N/a		
1452	Isithenjwa ezimweni eziphuthumayo - uchwepheshe	Ihora	R364			N/a		
1453	Isithenjwa ezimweni eziphuthumayo - uMhlengikazi	Ihora	R162			N/a		
1454	Isithenjwa ezimweni eziphuthumayo - udokotela owumbimbi	Ihora	R162			N/a		
1460	Uhlengo - imali yesibhedlela	isehlakalo	R637	R637	R637	R637	R637	R637
1461	Uhlengo - udokotela	isehlakalo	R910			N/a		
1462	Uhlengo - uchwepheshe	isehlakalo	R1,365			N/a		
1463	Uhlengo - uMhlengikazi	isehlakalo	R607			N/a		
1464	Uhlengo - udokotela owumbimbi	isehlakalo	R607			N/a		
15	Izinsiza kanye nezitho zomzimba zokufakelwa							
1510	Imali yempahla	impahla ngayinye	Njengokunquma kukaNgqonqoshe ngezikhathi ngezikhathi					
16	Ukuhlinzwa kobuso							
1610	Ukuhlinzwa kobuso umkhakha A - imali yesibhedlela	inqubo	R 1,471	R 1,471	R 1,681	R 1,471	R 1,471	R 1,681
1611	Ukuhlinzwa kobuso umkhakha A - udokotela	inqubo	R1,005			N/a		
1612	Ukuhlinzwa kobuso umkhakha A - uchwepheshe	inqubo	R 1,508			N/a		
1620	Ukuhlinzwa kobuso umkhakha B - imali yesibhedlela	inqubo	R 3,309	R 3,309	R 3,782	R 3,309	R 3,309	R 3,782
1621	Ukuhlinzwa kobuso umkhakha B - udokotela	inqubo	R848			N/a		
1622	Ukuhlinzwa kobuso umkhakha B - uchwepheshe	inqubo	R 1,271			N/a		
1630	Ukuhlinzwa kobuso umkhakha C - imali yesibhedlela	inqubo	R 5,344	R 5,344	R 6,108	R 5,344	R 5,344	R 6,108
1631	Ukuhlinzwa kobuso umkhakha C - udokotela	inqubo	R 1,699			N/a		
1632	Ukuhlinzwa kobuso umkhakha C - uchwepheshe	inqubo	R 2,549			N/a		
1640	Ukuhlinzwa kobuso umkhakha D - imali yesibhedlela	inqubo	R 9,027	R 9,027	R 10,316	R 9,027	R 9,027	R 10,316
1641	Ukuhlinzwa kobuso umkhakha D - udokotela	inqubo	R 1,907			N/a		
1642	Ukuhlinzwa kobuso umkhakha D - uchwepheshe		R 2,860			N/a		
1700	Imisebenzi yasela-borethi* *Iapho lungekho uhla lwemali okufanele ikhokhwe	ukulaliswa	R196	R196	R210	R196	R196	R210
1710	Ukuhlanwa komhlwehlwe ngomshini	isabelo senyanga	R6,147	R6,147	R6,147	R6,147	R6,147	R6,147
1720	Ukwenziwa kokuhlinzwa kwezidumbu	inqubo	R158	R158	R158	R158	R158	R158
1730	I-Oksijini	impahla-ngayinye	R196	R196	R210	R196	R196	R210

njengoba kunqunywe nguNgqonqoshe izikhathi ngezikhathi

1740	Izinto ezingaphathelene nokuthakwa kwemithi	impahla-ngayinye	R196	R196	R210	R196	R196	R210
1750	Ukugonywa ngenhloso yokuhambela amazwe omhlaba	ngoku-vakasha	R180	R180	R180	R180	R180	R180
1760	Ukujova ngenhloso yokungena kwiRiphabhiki yaseNingizimu Afrika	ukujova	R180	R180	R180	R180	R180	R180

2. Ngezinhloso zalolu Hlelo —

- (a) amazwi "isikhungo esisesigabeni 1" ayobandakanya lezi zinsiza zezempilo zesifundazwe ezilandelayo:

Appelsbosch, Beatrice Street, Benedictine, iBethesda, iCatherine Booth, kwaCeza, Charles Johnson Memorial Christ-thKing, Church of Scotland, Clairwood, Dundee, East Griqualand nUsher Memorial, Ekhombe, eKuphumuleni, Emmaus, Charles Johnson Memorial, Estcourt, G.J. Crookes, Greytown, Hillcrest, kwaHlabisa, eTshelejoba, eManguzi, eMahatma Gandhi, eMbongolwane, eMontebello, eMosvold, eMseleni, Niemeyer Memorial, Nkandla, Nkonjeni, Osindisweni, Phoenix Assessment and Therapy Centre, Pietermaritzburg Assessment and Therapy Centre, eSt. Appolinaris, St. Andrew's, St Francis, St. Mary's KwaMagwaza, Tayler Bequest, Mngeni Care and Rehabilitation Centre, Mpumulo, kwaNtunjambili, eVryheid, Wentworth nazo zonke izikhungo zempilo nemitholampilo; futhi

- (b) amazwi "isikhungo esisesigabeni 2" ayobandakanya lezi zinsiza zezempilo ezilandelayo:

Addington, sase-Edendale, sase-Showe, sase-Fort Napier, sase-Grey's, King Edward VIII, sase-King George V, sase-Mnambithi, Lower Mfolozi District and War Memorial, saseMadadeni, saseMurchison, saseNewcastle, saseNgwelezana, saseNorthdale, sase-Port Shepstone, sase-Prince Mshiyeni, sase-R.K. Khan, sase-Stanger kanye nesase-Townhill; kanthi

- (c) amazwi "isikhungo esisesigabeni 3" ayobandakanya lezi zinsiza zezempilo ezilandelayo:

Inkosi Albert Luthuli Central."

No. 1706, 2004

9 December 2004

REGULATIONS RELATING TO THE ADMINISTRATION, MANAGEMENT AND CONTROL OF PROVINCIAL HOSPITALS, SERVICES AND INSTITUTIONS ESTABLISHED IN TERMS OF SECTION 4 OF THE PROVINCIAL HOSPITALS ORDINANCE, 1961 (ORDINANCE 13 OF 1961) : AMENDMENT

THE Minister of Health has in terms of section 26 of the Provincial Hospitals Ordinance, 1961 (Ordinance No. 13 of 1961), with effect from 1 January 2005, amended the Regulations published on 19 October 1961 under Provincial Notice 473 —

1. By the substitution for Schedules I of the following Schedule:

"SCHEDULE I

TARIFF OF FEES FOR IN- AND OUT-PATIENT SERVICES RENDERED AND SUPPLIES PROVIDED AT, IN OR FROM PROVINCIAL HOSPITALS, SERVICES AND INSTITUTIONS

1. There shall be payable in respect of services rendered and supplies provided at, in or from provincial hospitals, community health centres and clinics the following charges which are defined by and subject to the 2005 KwaZulu-Natal Hospital Fees Manual which is available on request from any Provincial hospital in the Province :

Code	Description	Basis	Professional Fee	Full-paying Hospital Patients			Professional Fee	Private Patients			Part-paying Hospital Patients
				Level 1	Level 2	Level 3		Level 1	Level 2	Level 3	
01	Anaesthetics										As determined by the Minister from time to time
0111	Anaesthetics Cat A - General Medical Practitioner	procedure	R109	N/a	N/a	N/a	N/a	N/a	N/a	N/a	
0112	Anaesthetics Cat A - Specialist Medical Practitioner	procedure	R163	N/a	N/a	N/a	N/a	N/a	N/a	N/a	
0121	Anaesthetics Cat B - General Medical Practitioner	procedure	R185	N/a	N/a	N/a	N/a	N/a	N/a	N/a	
0122	Anaesthetics Cat B - Specialist Medical Practitioner	procedure	R278	N/a	N/a	N/a	N/a	N/a	N/a	N/a	
0131	Anaesthetics Cat C - General Medical Practitioner	procedure	R650	N/a	N/a	N/a	N/a	N/a	N/a	N/a	
0132	Anaesthetics Cat C - Specialist Medical Practitioner	procedure	R975	N/a	N/a	N/a	N/a	N/a	N/a	N/a	
02	Confinement										
0210	Confinement - Facility Fee	incident		R2,006	R2,006	R2,335		R2,006	R2,006	R2,335	
0211	Confinement - General medical practitioner	incident	R1,088				N/a				
0212	Confinement - Specialist medical practitioner	incident	R1,404				N/a				

0213	Confinement - Nursing practitioner	incident	R1,316				N/a			
03	Dialysis									
0310	Haemo - Facility Fee	session		R720	R720	R823		R720	R720	R823
0311	Haemo-dialysis - General medical practitioner	session	R137				N/a			
0312	Haemo-dialysis - Specialist medical practitioner	session	R171				N/a			
0320	Peritoneal Dialysis - Facility Fee	day		R111	R111	R127		R111	R111	R127
0321	Peritoneal Dialysis - General medical practitioner	day	R21				N/a			
0322	Peritoneal Dialysis - Specialist medical practitioner	day	R27				N/a			
04	Medical Reports	report								
0410	Medical Report - Facility Fee	report		R80	R80	R92	N/a	R80	R80	R92
0411	Medical Report - General medical practitioner	report	R145				N/a			
0412	Medical Report - Specialist medical practitioner	report	R218				N/a			
05	Imaging	procedure								
0510	Radiology, Cat A - Facility Fee	procedure		R36	R36	R41		R36	R36	R41
0511	Radiology, Cat A - General medical practitioner	procedure	R35				N/a			
0512	Radiology, Cat A - Specialist medical practitioner	procedure	R68				N/a			
0514	Radiology, Cat A - Allied health practitioner	procedure	R34				N/a			
0520	Radiology, Cat B - Facility Fee	procedure		R100	R100	R114		R100	R100	R114
0521	Radiology, Cat B - General medical practitioner	procedure	R96				N/a			
0522	Radiology, Cat B - Specialist medical practitioner	procedure	R188				N/a			
0524	Radiology, Cat B - Allied health practitioner	procedure	R94				N/a			
0530	Radiology, Cat C - Facility Fee	procedure		R465	R465	R531	R465	R465	R465	R531
0531	Radiology, Cat C - General medical practitioner	procedure	R298				N/a			
0532	Radiology, Cat C - Specialist medical practitioner	procedure	R918				N/a			
0540	Radiology, Cat D - Facility Fee	procedure		R1,186	R1,186	R1,355		R1,186	R1,186	R1,355
0541	Radiology, Cat D - General medical practitioner	procedure	R1,097				N/a			
0542	Radiology, Cat D - Specialist medical practitioner	procedure	R2,291				N/a			
06	Inpatients									
0610	Inpatient General ward - Facility Fee	Day		R369	R470	R1,092		R369	R470	R1,092
0611	Inpatient General ward - General medical practitioner	Day	R76				N/a			
0612	Inpatient General ward - Specialist medical practitioner	Day	R175				N/a			
0620	Inpatient High care - Facility Fee	12h		R571	R715	R1,025		R571	R715	R1,025
0621	Inpatient High care - General medical practitioner	12h	R76				N/a			

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0622	Inpatient High care - Specialist medical practitioner	12h	R175				N/a			
0630	Inpatient Intensive care - Facility Fee	12h		R 1,878	R 1,878	R 2,246		R 1,878	R 1,878	R 2,246
0631	Inpatient Intensive care - General medical practitioner	12h	R153				N/a			
0632	Inpatient Intensive care - Specialist medical practitioner	12h	R351				N/a			
0640	Inpatient Chronic care - Facility Fee	Day		R216	R216	R216		R216	R216	R216
0641	Inpatient Chronic care - General medical practitioner	Day	R25				N/a			
0642	Inpatient Chronic care - Specialist medical practitioner	Day	R58				N/a			
0643	Inpatient Chronic care - Nursing practitioner	Day	R15				N/a			
0650	Day patient - Facility Fee	Day		R 307	R 387	R 951		R 307	R 387	R 951
0651	Day patient - General medical practitioner	Day	R76				N/a			
0652	Day patient - Specialist medical practitioner	Day	R175				N/a			
0653	Day patient - Nursing practitioner	Day	R45				N/a			
0660	Inpatient Boarder - Facility Fee	Day		R177	R177	R177		R177	R177	R177
0663	Inpatient Boarder - Nursing practitioner	Day	R15				R15			
07	Mortuary									
0710	Mortuary - Facility Fee	Day		R94	R94	R107		R94	R94	R107
0720	Cremation certificate - Facility Fee	Certificate		R94	R94	R107		R94	R94	R107
08	Pharmaceutical									
0810	Medication fee - Facility fee	prescription		R17	R17	R20		R17	R17	R20
0815	Item Fee	item	As determined by the Minister from time to time							
0820	Flat rate*	visit		R196	R196	R210		R196	R196	R210
0825	Flat rate* *where no itemised billing in place	admission		R245	R359	R564		R245	R359	R564
09	Oral Health									
0910	Oral Care Cat A - Facility Fee	procedure		R14	R14	R16		R14	R14	R16
0911	Oral Care Cat A - General practitioner	procedure	R24				N/a			
0912	Oral Care Cat A - Specialist practitioner	procedure	R20				N/a			
0914	Oral Care Cat A - Allied health practitioner	procedure	R19				N/a			
0920	Oral Care Cat B - Facility Fee	procedure		R43	R43	R49		R43	R43	R49
0921	Oral Care Cat B - General practitioner	procedure	R47				N/a			
0922	Oral Care Cat B - Specialist practitioner	procedure	R74				N/a			
0924	Oral Care Cat B - Allied health practitioner	procedure	R38				N/a			
0930	Oral Care Cat C - Facility Fee	procedure		R260	R260	R297		R260	R260	R297
0931	Oral Care Cat C - General practitioner	procedure	R288				N/a			
0932	Oral Care Cat C - Specialist practitioner	procedure	R494				N/a			
0940	Oral Care Cat D - Facility Fee	procedure		R1,023	R1,023	R 1,170		R1,023	R1,023	R 1,170
0941	Oral Care Cat D - General practitioner	procedure	R882				N/a			
0942	Oral Care Cat D - Specialist practitioner	procedure	R 1,810				N/a			
0950	Oral Care Cat E - Facility Fee	procedure		R 3,443	R 3,443	R 3,935		R 3,443	R 3,443	R 3,935
0951	Oral Care Cat E - General practitioner		R 2,967				N/a			

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0952	Oral Care Cat E - Specialist practitioner		R 6,089			N/a				
10	Consultations									
1010	Outpatient Consultation - Facility Fee	visit		R63	R120	R221		R63	R120	R221
1011	Outpatient Consultation - General medical practitioner	visit	R51				N/a			
1012	Outpatient Consultation - Specialist medical practitioner	visit	R117				N/a			
1013	Outpatient Consultation - Nursing practitioner	visit	R30				N/a			
1014	Outpatient Consultation - Allied health practitioner	visit	R31				N/a			
1020	Emergency Consultation - Facility Fee	visit		R235	R354	R484		R235	R354	R484
1021	Emergency Consultation - General medical practitioner	visit	R76				N/a			
1022	Emergency Consultation - Specialist medical practitioner	visit	R175				N/a			
1023	Emergency Consultation - Nursing practitioner	visit	R45				N/a			
1024	Emergency Consultation - Allied health practitioner	visit	R46				N/a			
11	Ambulatory Procedures									
1110	Ambulatory Procedure Cat A - Facility Fee	procedure		R241	R241	R275		R241	R241	R275
1111	Ambulatory Procedure Cat A - General medical practitioner	procedure	R74				N/a			
1112	Ambulatory Procedure Cat A - Specialist medical practitioner	procedure	R165				N/a			
1113	Ambulatory Procedure Cat A - Nursing practitioner	procedure	R43				N/a			
1120	Ambulatory Procedure Cat B - Facility Fee	procedure		R241	R241	R275		R241	R241	R275
1121	Ambulatory Procedure Cat B - General medical practitioner	procedure	R111				N/a			
1122	Ambulatory Procedure Cat B - Specialist medical practitioner	procedure	R251				N/a			
1130	Ambulatory Procedure Cat C - Facility Fee	procedure		R241	R241	R275		R241	R241	R275
1131	Ambulatory Procedure Cat C - General medical practitioner	procedure	R174				N/a			
1132	Ambulatory Procedure Cat C - Specialist medical practitioner	procedure	R392				N/a			
1140	Ambulatory Procedure Cat D - Facility Fee	procedure		R241	R241	R275		R241	R241	R275
1141	Ambulatory Procedure Cat D - General medical practitioner	procedure	R 461				N/a			
1142	Ambulatory Procedure Cat D - Specialist medical practitioner	procedure	R 1,038				N/a			
12	Theatre Procedures									
1210	Theatre Procedure Cat A - Facility Fee	procedure		R699	R1,025	R1,499		R699	R1,025	R1,499
1211	Theatre Procedure Cat A - General medical practitioner	procedure	R74				N/a			
1212	Theatre Procedure Cat A - Specialist medical practitioner	procedure	R165				N/a			
1220	Theatre Procedure Cat B - Facility Fee	procedure		R 1,058	R 1,552	R2,271		R 1,058	R 1,552	R2,271
1221	Theatre Procedure Cat B - General medical practitioner	procedure	R111				N/a			
1222	Theatre Procedure Cat B -									

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by the
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from time

										to time
	Specialist medical practitioner	procedure	R251				N/a			
1230	Theatre Procedure Cat C - Facility Fee	procedure		R 1,818	R 2,667	R 3,901		R 1,818	R 2,667	R 3,901
1231	Theatre Procedure Cat C - General medical practitioner	procedure	R174				N/a			
1232	Theatre Procedure Cat C - Specialist medical practitioner	procedure	R392				N/a			
1240	Theatre Procedure Cat D - Facility Fee	procedure		R 4,663	R 6,839	R 10,004		R 4,663	R 6,839	R 10,004
1241	Theatre Procedure Cat D - General medical practitioner	procedure	R 461				N/a			
1242	Theatre Procedure Cat D - Specialist medical practitioner	procedure	R 1,038				N/a			
13	Treatments									
1310	Supplementary Health Treatment - Facility Fee	contact		R30	R30	R34		R30	R30	R34
1314	Supplementary Health Treatment - Allied health practitioner	contact	R52				N/a			
1320	Supplementary Health Group Treatment - Facility Fee	contact		R22	R22	R25		R22	R22	R25
1324	Supplementary Health Group Treatment - Allied health practitioner	contact	R39				N/a			
14	Emergency Medical Services									
1410	Patient transport service - Facility Fee	100km		R218	R218	R218		R218	R218	R218
1420	Basic life support - Facility Fee	50km		R596	R596	R596		R596	R596	R596
1430	Intermediate life support - Facility Fee	50km		R805	R805	R805		R805	R805	R805
1440	Advanced life support - Facility Fee	50km		R1,337	R1,337	R1,337		R1,337	R1,337	R1,337
1450	Emergency service standby - Facility Fee	Hour		R64	R64	R64		R64	R64	R64
1451	Emergency service standby - General medical practitioner	Hour	R243				N/a			
1452	Emergency service standby - Specialist medical practitioner	Hour	R364				N/a			
1453	Emergency service standby - Nursing practitioner	Hour	R162				N/a			
1454	Emergency service standby - Allied health practitioner	Hour	R162				N/a			
1460	Rescue - Facility Fee	Incident		R637	R637	R637		R637	R637	R637
1461	Rescue - General medical practitioner	Incident	R910				N/a			
1462	Rescue - Specialist medical practitioner	Incident	R1,365				N/a			
1463	Rescue - Nursing practitioner	Incident	R607				N/a			
1464	Rescue - Allied health practitioner	Incident	R607				N/a			
15	Assistive Devices and Prosthesis									
1510	Item fee	item	As determined by the Minister from time to time							
16	Cosmetic Surgery									
1610	Cosmetic Surgery Cat A - Facility Fee	procedure		R 1,471	R 1,471	R 1,681		R 1,471	R 1,471	R 1,681
1611	Cosmetic Surgery Cat A - General Practitioner	procedure	R1,005				N/a			
1612	Cosmetic Surgery Cat A - Specialist Practitioner	procedure	R 1,508				N/a			
1620	Cosmetic Surgery Cat B - Facility Fee	procedure		R 3,309	R 3,309	R 3,782		R 3,309	R 3,309	R 3,782
1621	Cosmetic Surgery Cat B - General Practitioner	procedure	R 848				N/a			

As determined
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Minister
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1622	Cosmetic Surgery Cat B - Specialist Practitioner	procedure	R 1,271					N/a
1630	Cosmetic Surgery Cat C - Facility Fee	procedure		R 5,344	R 5,344	R 6,108		R 5,344 R 5,344 R 6,108
1631	Cosmetic Surgery Cat C - General Practitioner	procedure	R 1,699					N/a
1632	Cosmetic Surgery Cat C - Specialist Practitioner	procedure	R 2,549					N/a
1640	Cosmetic Surgery Cat D - Facility Fee	procedure		R 9,027	R 9,027	R 10,316		R 9,027 R 9,027 R 10,316
1641	Cosmetic Surgery Cat D - General Practitioner	procedure	R 1,907					N/a
1642	Cosmetic Surgery Cat D - Specialist Practitioner		R 2,860					N/a
1700	Laboratory Services*	visit						
		admission		R196	R196	R210		R196 R196 R210
	*where no itemised billing in place							
1710	Peritoneal Dialysis	monthly supply		R6,147	R6,147	R6,147		R6,147 R6,147 R6,147
1720	Autopsy Fee	procedure		R158	R158	R158		R158 R158 R158
1730	Oxygen	item		R196	R196	R210		R196 R196 R210
1740	Non Pharmacy	item		R196	R196	R210		R196 R196 R210
1750	Immunisation for the purpose of international travel	visit		R180	R180	R180		R180 R180 R180
1760	Vaccinations for the purpose of entering RSA	vaccination		R180	R180	R180		R180 R180 R180

2. For the purposes of this Schedule —

(a) the expression "level 1 institution" shall include the following provincial health facilities

Appelsbosch, Beatrice Street Clinic, Benedictine, Bethesda, Catherine Booth, Ceza, Charles Johnson Memorial, Christ-the-King, Church of Scotland, Clairwood, Dundee, East Griqualand and Usher Memorial, Ekombe, Ekupumleni, Emmaus, Estcourt, G.J. Crookes, Greytown, Hillcrest, Hlabisa, Itshelejoba, Manguzi, Mahatma Gandhi, Mbongolwane, Montebello, Mosvold, Mseleni, Niemeyer Memorial, Nkandla, Nkonjeni, Osindisweni, Phoenix Assessment and Therapy Centre, Pietermaritzburg Assessment and Therapy Centre, St. Appolinaris, St. Andrew's, St Francis, St. Mary's Kwamagwaza, Tayler Bequest, Umgeni Care and Rehabilitation Centre, Umpumulo, Untunjambili, Vryheid, Wentworth and all community health centres and clinics;

(b) the expression "level 2 institution" shall include the following provincial health facilities:

Addington, Edendale, Eshowe, Fort Napier, Grey's, King Edward VIII, King George V, Ladysmith, Lower Umfolozi District and War Memorial, Madadeni, Murchison, Newcastle, Ngwelezana, Northdale, Port Shepstone, Prince Mshiyeni, RK Khan, St Aidans, Stanger, Townhill; and

(c) the expression "level 3 institution" shall include the following provincial health facilities:

Inkosi Albert Luthuli Central."

No. 1707, 2004

9 Desember 2004

DEPARTEMENT VAN TRADISIONELE EN PLAASLIKE REGERINGSKE

AANSTELLING VAN AANGEWSE BEAMPTES INGEVOLGE DIE WET OP ONTWIKKELINGSFASILITERING, 1995

KRAGTENS die bevoegdheid aan my verleen deur die Wet op Ontwikkelingsfasilitering, 1995 (Wet No. 67 van 1995) saamgelees met Kabinetsbesluit 422 van 1996, as lid van die KwaZulu-Natal Uitvoerende Raad verantwoordelik vir plaaslike regering aangestel as die bevoegde gesag om die gemelde Wet in KwaZulu-Natal te administreer, en verder saamgelees met artikel 15 van die Interpretasiewet, 1957 (Wet No. 33 van 1957), stel ek die volgende persone as aangewese beamptes in die onderskeie gebiede aan vir die doel van die Wet op Ontwikkelingsfasilitering, 1995 (Wet No. 67 van 1995):

- (1) Mnr Disco Khuzwayo in die uThukela Distriksmunisipaliteit;
- (2) Mnr Bennie Schoeman, Mnr Khetha Zulu, Me Nontsundu Ndonga, en Mnr Mandla Mabece in die Ugu Distriksmunisipaliteit; en
- (3) Mnr Stuart Falconer in die KwaSani Plaaslike Munisipaliteit.

Gegee onder my hand te Durban op hierdie 2nde dag van Oktober, Tweeduisend-en-vier.

M. MABUYAKHULU

Lid van die Uitvoerende Raad van die provinsie KwaZulu-Natal
verantwoordelik vir plaaslike regering

No. 1707, 2004

9 kuZibandlela 2004

UMNYANGO WEZENDABUKO NOHULUMENI BASEKHAYA

UKUQOKWA KWEZIPHATHIMANDLA NGOKOMTHETHO WAMALUNGISELELO ENTUTHUKO, 1995

MINA, ngaphansi kwamandla engiwanikezwe uMthetho wamaLungiselelo eNtuthuko, 1995 (uMthetho No. 67 ka 1995) ofundwa nesiNqumo seKhabhinethi 422 ka 1996, esiqoka iLungu loMkhandlu oPhethe KwaZulu-Natali elibhekele ohulumeni basekhaya njengelinegunya elifanele lokuphatha uMthetho okukhulunywe ngawo KwaZulu-Natali, futhi ofundwa nesigaba 15 soMthetho wezokuTolika, 1957 (uMthetho No. 33 ka 1957), ngalokhu ngiqoka laba bantu abalandelayo njengeziphathimandla zezindawo ezikhethiwe, ngezinhloso zoMthetho wamaLungiselelo eNtuthuko, 1995 (uMthetho No. 67 ka 1995):

- (1) uMnu. Disco Khuzwayo kuMasipala wesiFunda sasoThukela;

- (2) uMnu. Bennie Schoeman, uMnu. Khetha Zulu, uNksz Nontsundu Ndonga kanye noMnu. Mandla Mabece kuMasipala wesiFunda uGu; kanye
(3) noMnu. Stuart Falconer kuMasipala waseKhaya waKwa Sani.

Sinikezwe ngaphansi kwesandla sami eThekwini ngalolu suku lwesi-2 kuMfumfu, oNyakeni weziNkulungwane eziMbili naNe.

M. MABUYAKHULU

iLungu loMkhandlu oPhethe KwaZulu-Natali elibhekele ohulumeni basekhaya

No. 1707, 2004

9 December 2004

DEPARTMENT OF TRADITIONAL AND LOCAL GOVERNMENT AFFAIRS

APPOINTMENT OF DESIGNATED OFFICERS IN TERMS OF THE DEVELOPMENT FACILITATION ACT, 1995

I under powers vested in me by the Development Facilitation Act, 1995 (Act No. 67 of 1995) read with Cabinet Resolution 422 of 1996, appointing the Member of the KwaZulu-Natal Executive Council responsible for local government as the competent authority to administer the said Act in KwaZulu-Natal, and further read with section 15 of the Interpretation Act, 1957 (Act No. 33 of 1957), hereby appoint the following persons as designated officers in the respective areas, for the purposes of the Development Facilitation Act, 1995 (Act No. 67 of 1995):

- (1) Mr Disco Khuzwayo in the Uthukela District Municipality;
- (2) Mr Bennie Schoeman, Mr Khetha Zulu, Ms Nontsundu Ndonga, and Mr Mandla Mabece in the Ugu District Municipality; and
- (3) Mr Stuart Falconer in the Kwa Sani Local Municipality

Given under my hand at Durban on this 2nd day of October, Two Thousand and Four.

M. MABUYAKHULU

Member of the Executive Council of the Province of KwaZulu-Natal responsible for local government

KWAZULU-NATAL PROCUREMENT OFFICE

TENDERS ARE INVITED FOR THE UNDERMENTIONED REQUIREMENTS OF THE PROVINCIAL ADMINISTRATION OF
KWAZULU-NATAL

- (i) Tenders must be on the official tender form which shall be completed in all respects and all information must be supplied as stipulated in the tender document.
- (ii) Tenders must be submitted in separate sealed envelopes.
- (iii) Separate envelopes must be used for each tender invitation.
- (iv) The address, tender number and closing date must be endorsed on the back of the envelope.
- (v) The name and address of the tenderer must be endorsed on the back of the envelope.

SERVICE:

Tender number:

Building of classrooms

Closing date:

Various

Time:

2005-01-07

Documents available from:

11:00

Documents will be available from Friday 10 December 2004 between 08:00 and 12:00 and from Monday 13 December 2004 until the compulsory tender briefing meeting from Procurement Administration, Treasury House (a.k.a. NBS Building), Ground Floor, 145 Commercial Road (cnr. Commercial Road and Church Street), Pietermaritzburg

Compulsory tender briefing meeting:

Date:

2004-12-15

Time:

10:00

Venue:

Procurement Administration, Treasury House (a.k.a. NBS Building), Ground Floor, 145 Commercial Road (cnr. Commercial Road and Church Street), Pietermaritzburg

Technical enquiries:

Mr Mark Shepherd, Telephone: (033) 8465138

NB. None attendance of the compulsory tender briefing meeting will invalidate the tender

DEPARTMENT OF HEALTH

R. K. KHAN HOSPITAL

QUOTATIONS ARE INVITED FOR THE UNDER-MENTIONED REQUIREMENTS OF THE PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL

- (i) Quotations must be on the official quotation form, which shall be completed in all respects.
- (ii) Each quotation must be submitted in a sealed envelope.
- (iii) Quotation documents are available from the Department of Health, R. K. Khan Hospital, Private Bag X004, Chatsworth, 4030, Telephone: (031) 4596300, Facsimile: (031) 4030217.

Closing time of quotation: 11:00

Closing date: 2004-12-24

SUPPLY:

Quotation numbers:

Contact person:

Enquiries regarding specification:

Fresh milk and dairy products

ZNQ 2566/2004

Mr D. Naidoo

Mr D. Naidoo, Telephone: (031) 4596300

SUPPLY:

Quotation number:

Contact person:

Enquiries regarding specification:

Fresh fruit and vegetables

ZNQ 2567/2004

Mr D. Naidoo

Mr D. Naidoo, Telephone: (031) 4596300

Award of quotations

NB: The following awards are subject to appeals being timeously lodged (if any) and letters of acceptance being issued.

SUPPLY:

Quotation number:

Contractor:

Frozen vegetables and hake fillets

ZNQ 2188/2004

Medina Meats

SUPPLY:

Quotation number:

Contractor:

Meat, mince and processed items

ZNQ 2266/2004

Medina Meats

SERVICE:

Quotation number:

Contractor:

Eradication of household pests

ZNQ 2267/2004

Just Pest

SUPPLY:

Quotation number:

Contractor:

Bread sliced and bagged

ZNQ 2268/2004

Albany Bakery

SERVICE:

Quotation number:

Contractor:

Pauper Burials

ZNQ 2270/2004

Durban South Funerals

Non-Acceptance of offers received

SUPPLY:

Quotation number:

Fresh milk and dairy products

ZNQ 2265/2004

SUPPLY:

Quotation number:

Fresh fruit and vegetables

ZNQ 2269/2004

DEPARTMENT OF HEALTH

ESHOWE DISTRICT HOSPITAL

Award of quotations

SUPPLY:

Quotation number:

Contractor:

100 Pastoe upholstered chairs with armrests (maroon)

ZNQ 07/2004

Biddas Business Projects

SERVICE:

Quotation number:

Contractor:

Supply and fitting of P. A. System

ZNQ 08/2004

D&M Service

No. 1711, 2004

9 December 2004

DEPARTMENT OF HEALTH

LOWER UMFOLOZI DISTRICT WAR MEMORIAL HOSPITAL

QUOTATIONS ARE INVITED FOR THE UNDERMENTIONED REQUIREMENTS OF THE PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL

- (i) Quotations must be on the official quotation form, which shall be completed in all respect, and all information must be supplied as stipulated in the quotation document.
- (ii) Quotations must be submitted in sealed envelopes.
- (iii) The envelope must be addressed to Lower Umfolozi District War Memorial Hospital, Quotation Evaluation Committee together with the quotation number and closing date.
- (iv) The name and address of the quoting contractor must be endorsed on the back of the envelope.
- (v) All Department of Health contracts awarded are subject to appeals being timeously lodged (if any) and letters of acceptance being issued.
- (vi) Quotation documents are available from Lower Umfolozi District War Memorial Hospital, Stores Department, 29 Union Street, Empangeni, Telephone: (035) 9028502/9028503, Fax: (035) 7726630.
- (vii) For quotation exceeding R30 000.00 and original ZNT 30 (Application for Preference Points) form must be submitted with the quotation. An original Tax Clearance Certificate must accompany the quotation regardless of the price.

SUPPLY:

Quotation number:

Closing date:

Closing time:

Contact person:

Enquiries regarding specification:

Dinamap (x 4)

ZNQ 852

2005-01-03

11:00

Mr S. Naidoo/Miss D. Templeton

Mr S. Naidoo/Miss D. Templeton: (035) 9028502/8503

SUPPLY:

Quotation number:

Closing date:

Closing time:

Contact person:

Enquiries regarding specification:

ICU beds with Sides (x 4)

ZNQ 851

2005-01-03

11:00

Mr S. Naidoo/Miss D. Templeton

Mr S. Naidoo/Miss D. Templeton

Award of quotation

SUPPLY:

Quotation number:

Contractor:

Cardiotocograph (Single) x 1

ZNQ 403/04

Medhold Gems

Cancellation of quotations

SUPPLY:

Quotation number:

Electosurgical Unit (LLETZ) X 1

ZNQ 405/2004/05

SUPPLY:

Quotation number:

Cardiotocograph (Twins) X 1

ZNQ 404/2004/05

No. 1712, 2004

9 December 2004

DEPARTMENT OF HEALTH

CHRIST THE KING HOSPITAL

QUOTATIONS ARE INVITED FOR THE UNDERMENTIONED REQUIREMENTS OF THE PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL

- (i) Quotations must be on the official quotation form, which shall be completed in all respects, and all information must be supplied as stipulated in the quotation document.
- (ii) Quotations must be submitted in sealed envelopes.
- (iii) Separate envelopes must be used for each quotation.
- (iv) The envelope must be addressed to the Department of Health, Christ the King Hospital, Private Bag X542, Ixopo, 3276, together with quotation number and closing date.
- (v) The name and address of the quoting contractor must be endorsed on the back of the envelope.
- (vi) All Department of Health contracts are subject to appeals being timeously lodged (if any) and letters of acceptance being issued.
- (vii) Quotation documents are available from Christ the King Hospital, 1 Peter Hauff Drive, Ixopo, Telephone: (039) 8342067, Fax: (039) 8341116.

SUPPLY:

Quotation number:

Closing date:

Closing time:

Contact person:

ECG Recorder x 1

ZNQ 298-04/05

2004-12-21

11:00

Mr M. Mayaba

SERVICE:	Temporary clerks
Quotation number:	ZNQ 299-04\05
Closing date:	2004-12-17
Closing time:	11:00
Contact person:	Mr M. Mayaba
SERVICE:	Development of parking area
Quotation number:	ZNQ 300-04\05
Closing date:	2004-12-21
Closing time:	11:00
Site inspection date:	2004-12-14
Site inspection time:	11:00
Contact person:	Mr M. Mayaba
SERVICE:	Tiling of passages and toilets
Quotation number:	ZNQ 301-04\05
Closing date:	2004-12-21
Closing time:	11:00
Site inspection date:	2004-12-13
Site inspection time:	11:00
Contact person:	Mr M. Mayaba
SERVICE:	Painting of hospital windows
Quotation number:	ZNQ 302-04\05
Closing date:	2004-12-21
Closing time:	11:00
Site inspection date:	2004-12-14
Site inspection time:	13:30
Contact person:	Mr M. Mayaba

No. 1713 2004

9 December 2004

DEPARTMENT OF HEALTH

FACILITIES MANAGEMENT SUB-DIRECTORATE (CAPSO)

Award of quotations

SERVICE:	Upgrade of entrance for security reasons at Esplamed Pharmacy
Quotation number:	ZNQ 56.04/05-H
Contractor:	Nevendra Appanah cc t/a Nevcon Construction
SERVICE:	Refurbishment of Telephonist PABX Room Furniture at Natalia Building
Quotation number:	ZNQ 55.04/05-H
Contractor:	Meteor Office Furniture cc

No. 1714, 2004

9 December 2004

DEPARTMENT OF HEALTH

UMGENI CARE AND REHABILITATION CENTRE

Award of quotations

SERVICE:	Replacement of roof on Main Store
Quotation number:	ZNQ 69/04/05
Contractor:	Thembi's Multi Services
SERVICE:	Replacement of roof on 1:1 and Pottery
Quotation number:	ZNQ 70/04/05
Contractor:	Thembi's Multi Services
SERVICE:	Supply and installation of concrete fencing
Quotation number:	ZNQ 71/04/05
Contractor:	Thembi's Multi Services
SERVICE:	Replacement of various fences from Wards 2 to 9
Quotation number:	ZNQ 109/04/05
Contractor:	Dialberton Business Enterprises cc
SERVICE:	Painting of roof on Saamstap Ward
Quotation number:	ZNQ 110/04/05
Contractor:	Cankar & Simune
SERVICE:	Replacement of roof on Board Room and Tuck Shop
Quotation number:	ZNQ 111/04/05
Contractor:	B. S. Steel

No. 1715, 2004

9 December 2004

DEPARTMENT OF HEALTH

DUNDEE HOSPITAL

Award of quotation

SUPPLY:	Coal
Quotation number:	ZNQ DD15/08/2004
Contractor:	Midlands Coal
Contract price:	R94 050.00

No. 1716, 2004

9 December 2004

DEPARTMENT OF HEALTH

G. J. CROOKES PROVINCIAL HOSPITAL

QUOTATIONS ARE INVITED FOR THE UNDERMENTIONED REQUIREMENTS OF PROVINCIAL ADMINISTRATION OF
KWAZULU-NATAL

- (i) Quotations must be on the official quotation form, which shall be completed in all respects, and all information must be supplied as stipulated in the quotation documents.
- (ii) Quotations must be submitted in sealed envelopes, no faxed copies will be accepted.
- (ii) The envelope must be addressed to Hospital Manager, G. J. Crookes Provincial Hospital, P Bag X5501, Scottburgh, 4180. The quotation number must be clearly marked on the bottom left hand corner of the envelope.
- (iv) The name and address of the quoting contractor must be endorsed on the back of the envelope.
- (v) All Department of Health contracts/quotations awarded are subject to appeals being timeously lodged (if any) and letters of acceptance being issued.
- (vi) Quotation documents will be handed out at the site meetings.

SERVICE:

Rendering of Pest Control Services at G. J. Crookes Hospital, Scottburgh
Contract period January 2005–December 2005

Quotation no:
Closing date:
Closing time:
Compulsory site meeting:
Enquiries pertaining specification:

ZNQ W130/04
2005-01-06
11:00
2004-12-21
Mr Malcolm Ridgway, Tel.: (039) 9787066

SERVICE:

Supply and installation of new aluminum windows at G. J. Crookes Hospital
Scope of supply: Staff Development Center
Manufacture and fit shop front with door and windows into newly created office
Size: 3655 mm x 2620 mm x 1
Manufacture and fit windows into newly created office
Size: 2790 mm x 2130 mm x 1
"H" ward Mothers Lodge
Manufacture and fit shop front with windows into Mothers Lodge
Size: 3700 mm x 3450 mm x 1 and 5800 mm x 2735 mm x 1
Strip out old windows, manufacture new windows and fit into Mothers lodge
link passage
Size: 32 mm x 1145 mm x 8

Quotation number:
Closing date:
Closing time:
Compulsory site meeting:
Enquiries regarding specification:

ZNQ W 131/04
2005-01-27
11:00
2005-01-18 at 10:30 on site at G. J. Crookes Hospital, Maintenance Division
Mr M. Ridgway, Tel No.: (039) 9787066

No. 1717, 2004

9 December 2004

DEPARTMENT OF HEALTH

APPELSBOSCH HOSPITAL

Award of quotation

SERVICE:	Cutting down of trees
Quotation number:	ZNQ 56/2004/A
Contractor:	ZD Enterprise

No. 1718, 2004

9 December 2004

DEPARTMENT OF HEALTH

KWADABEKA CHC

QUOTATIONS ARE INVITED FOR THE UNDERMENTIONED REQUIREMENTS OF THE PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL

- (i) Quotations must be submitted on the official quotation form, which shall be completed in all respects, and all the information must be supplied as stipulated in the quotation document.
- (ii) Quotations must be submitted in sealed envelopes.
- (iii) The envelope must be addressed to KwaDabeka CHC, Quotation Evaluation Committee, together with the quotation number and closing date.
- (iv) The name and address of the quoting contractor must be endorsed on the back of the envelope.
- (v) All Department of Health contracts awarded are subject to appeals being timeously lodged (if any) and letters of acceptance being issued.
- (vi) Quotation documents are available from KwaDabeka CHC, Stores Department, 4 Spine Road, KwaDabeka, Tel.: (031) 7072371, Fax: (031) 7111151.

SUPPLY:

Quotation number:

Closing date:

Closing time:

Contact person:

Enquiries regarding specification:

Paspoe Chairs Plastic Fixed Chairs of 6 together 44 x 6

ZNQ 277/2004

2004-12-20

11:00

R. Naidoo, Telephone: (031) 7072371

R. Naidoo, Telephone: (031) 7072371

SUPPLY:

Quotation number:

Closing date:

Closing time:

Contact person:

Enquiries regarding specification:

Burglar gates supply and fitting Admin. Pharmacy and X-ray

ZNQ 278/2004

2004-12-20

11:00

R. Naidoo, Telephone: (031) 7072371

R. Naidoo, Telephone: (031) 7072371

No. 1719, 2004

9 December 2004

DEPARTMENT OF HEALTH

BETHESDA PROVINCIAL HOSPITAL

QUOTATIONS ARE INVITED FOR THE UNDERMENTIONED REQUIREMENTS OF THE PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL

- (i) Quotations must be on the official quotation form, which shall be completed in all respects, and all information must be supplied as stipulated in the quotation document.
- (ii) Quotations must be submitted and deposited into a tender box at OPD entrance in sealed envelopes.
- (iii) The envelope must be addressed to Bethesda Hospital, Quotation Evaluation Committee, together with the quotation number and closing date.
- (iv) The name and address of the quoting contractor must be endorsed on the back of the envelope.
- (v) All Department of Health contracts awarded are subject to appeals being timeously lodged (if any) and letters of acceptance being issued.
- (vi) Quotation documents are available from Bethesda Hospital, Stores Department, Private Bag X602, Ubombo, 3970, Telefax: (035) 5951004, Ext. 138, Ubombo Road.

SERVICE:

Quotation number:

Closing date:

Closing time:

Contact person:

Enquiries regarding specification:

Site inspection date:

Venue:

Time:

Maintenance of hospital garden and grounds

ZNQ 263/04/05

2004-12-22

11:00

Ms R. N. Ndlovu, Telephone: (035) 5951004, Ext. 139

Mr B. C. Myeni, Telephone: (035) 5951004, Ext. 137

2004-12-15

Bethesda Hospital Boardroom

10:00

No. 1720, 2004

9 December 2004

DEPARTMENT OF HEALTH

EDENDALE HOSPITAL

Withdrawal of quotation

SUPPLY:

Quotation number:

Contact person:

2 x Datex Ohmeda Cardiocap 5

ZNQ 2047/11/04

Mr Ricky Govender, Tel.: (033) 3954257

No. 1721, 2004

9 December 2004

DEPARTMENT OF WORKSNORTH COAST REGIONAward of tender

SERVICE: New three (3) Classroom Block and Toilets: Hlabisa District: Mbongeni High School
Tender No.: ZNT 6421W
Contractor: Sixaxambinji Construction cc

No. 1722, 2004

9 December 2004

DEPARTMENT OF HEALTHHILLCREST HOSPITALQUOTATIONS ARE INVITED FOR THE UNDERMENTIONED REQUIREMENTS OF THE PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL

- (i) Quotations must be submitted on the official quotation form, which shall be completed in all respects, and all the information must be supplied as stipulated in the quotation document.
- (ii) Quotations must be submitted in sealed envelopes.
- (iii) The envelope must be addressed to Hillcrest Hospital, Quotation Evaluation Committee, together with the quotation number and closing date.
- (iv) The name and address of the quoting contractor must be endorsed on the back of the envelope.
- (v) All Department of Health contracts awarded are subject to appeals being timeously lodged (if any) and letters of acceptance being issued.
- (vi) Quotation documents are available from Hillcrest Provincial Hospital, Stores Department, 50 Hospital Road, Hillcrest, 3610, Telephone: (031) 7651316, Ext. 226, Fax No.: (031) 7658837.

SERVICE: Laying of Vinyl Sheeting for Floor (Colour – Light Grey)
Quotation number: ZNQ 375/04-05
Closing date: 2005-01-13
Closing time: 11:00
Site meeting: 2005-01-06

For specifications and quotation documents please contact Mr Dumisani Nqubeni/Mr Jerry Musgrove, Tel.: (031) 7651316, Extension 226

No. 1723, 2004

9 December 2004

DEPARTMENT OF HEALTHTRANSPORT AND OFFICE SERVICES – H/OQUOTATIONS ARE INVITED FOR THE UNDERMENTIONED REQUIREMENTS OF THE PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL

- (i) Quotations must be on the official quotation form, which shall be completed in all respects, and all information must be supplied as stipulated in the quotation document.
- (ii) Quotations must be submitted in a tender box written Transport and Office Services, in a sealed envelope.
- (iii) Separate envelopes must be used for each quotation.
- (iv) The envelope must be addressed to Transport and Office Services for attention Mr J. C. Joubert, together with the quotation number and closing date of the quotation.
- (v) The name and address of the quoting contractor/supplier must be endorsed on the back of the envelope.
- (vi) All Department of Health contracts awarded are subject to appeals being timeously lodged (if any) and letters of acceptance being issued.
- (vii) Please note that the Department/Section reserves the right to award the quotation as a whole or a part thereof to the company/contractor as desired.
- (viii) Quotation documents and specifications are available from Mrs T. J. Mulder, Natalia Building, 330 Longmarket Street (1st Floor, Room 127, South Tower), Pietermaritzburg, Telephone: (033) 3952567, Fax: (033) 3941802.

SUPPLY: Industrial Carpet Cleaning Machine x 2
Quotation number: ZNQ 898/2004/2005
Closing date: 2004-12-29
Closing time: 11:00
Contact person: Mr J. C. Joubert
Enquiries regarding specification: Mr J. C. Joubert, Telephone: (033) 3952289

No. 1724, 2004

9 December 2004

DEPARTMENT OF HEALTH

TRANSPORT AND OFFICE SERVICES – H/O

QUOTATIONS ARE INVITED FOR THE UNDERMENTIONED REQUIREMENTS OF THE PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL

- (i) Quotations must be on the official quotation form, which shall be completed in all respects, and all information must be supplied as stipulated in the quotation document.
- (ii) Quotations must be submitted in a tender box written Transport and Office Services, in a sealed envelope.
- (iii) Separate envelopes must be used for each quotation.
- (iv) The envelope must be addressed to Transport and Office Services for attention Mr J. C. Joubert, together with the quotation number and closing date of the quotation.
- (v) The name and address of the quoting contractor/supplier must be endorsed on the back of the envelope.
- (vi) All Department of Health contracts awarded are subject to appeals being timeously lodged (if any) and letters of acceptance being issued.
- (vii) Please note that the Department/Section reserves the right to award the quotation as a whole or a part thereof to the company/contractor as desired.
- (viii) Quotation documents and specifications are available from Mrs T. J. Mulder, Natalia Building, 330 Longmarket Street (1st Floor, Room 127, South Tower), Pietermaritzburg, Telephone: (033) 3952567, Fax: (033) 3941802.

SUPPLY:

Quotation number:

Closing date:

Closing time:

Contact person:

Enquiries regarding specification:

Heavy duty stitcher (stapling machine)

ZNQ 920/2004/05

2004-12-29

11:00

Mr J. Harvey

Mr J. Harvey, Telephone: (033) 3952230

No. 1725, 2004

9 December 2004

DEPARTMENT OF HEALTH

CHURCH OF SCOTLAND HOSPITAL

QUOTATIONS ARE INVITED FOR THE UNDERMENTIONED REQUIREMENTS OF THE PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL

- (i) Quotations must be submitted on the official quotation form, which shall be completed in all respects, and all the information must be supplied as stipulated in the quotation document.
- (ii) Quotations must be submitted in sealed envelopes.
- (iii) Separate envelopes must be used for each quotation.
- (iv) The envelope must be addressed to Church of Scotland Hospital, Quotation Evaluation Committee, together with the quotation number and closing date.
- (v) The name and address of the quoting contractor must be endorsed on the back of the envelope.
- (vi) All Department of Health contracts awarded are subject to appeals being timeously lodged (if any) and letters of acceptance being issued.
- (vii) Quotation documents are available from Church of Scotland Hospital, Stores Department, Private Bag X502, Tugela Ferry, 3010, Telephone: (033) 4930004, Fax: (033) 4930073.

SUPPLY:

Quotation number:

Closing date:

Time:

Contact person:

Enquiries regarding specification:

Bulk copier/Risograph. Speed 80, 100, 130 copies per minute

ZNQ 1045

2004-12-21

11:00

Mr T. A. Sokhela, Tel.: (033) 4930004, Ext. 3034

Miss C. V. Dlamini, Tel.: (033) 4930004, Ext. 3033

SERVICE:

Quotation number:

Closing date:

Time:

Compulsory site inspection:

Contact person:

Enquiries regarding specification:

Security Services for Church of Scotland Hospital

ZNQ 1046

2004-12-28

11:00

2004-12-20

Mr T. A. Sokhela, Tel.: (033) 4930004, Ext. 3034

Mr B. W. Mchunu, Tel.: (033) 4930004, Ext. 3035

SERVICE:

Quotation number:

Closing date:

Time:

Compulsory site inspection:

Contact person:

Enquiries regarding specification:

Replacement of vinyl flooring sheeting OPD and History Room at Church of Scotland Hospital (Tugela Ferry)

ZNQ 1047

2004-12-28

11:00

2004-12-21

Mr T. A. Sokhela, Tel.: (033) 4930004, Ext. 3034

Mr C. Khumalo, Tel.: (033) 4930004, Ext. 3048

Cancellation of quotation

SERVICE:
Quotation number:
To be re-advertised

Gardens and Grounds at Church of Scotland Hospital
ZNQ 0137

No. 1726, 2004

9 December 2004

DEPARTMENT OF HEALTH**OSINDISWENI HOSPITAL**

**QUOTATIONS ARE INVITED FOR THE UNDERMENTIONED REQUIREMENTS OF THE PROVINCIAL ADMINISTRATION OF
KWAZULU-NATAL**

- (i) Quotations must be submitted on the official quotation form, which shall be completed in all respects, and all the information must be supplied as stipulated in the quotation document.
- (ii) Each quotation must be submitted in a sealed envelope.
- (iii) The envelope must be addressed to Osindisweni Hospital, Quotation Evaluation Committee, together with the quotation number and closing date.
- (iv) The name and address of the quoting contractor must be endorsed on the back of the envelope.
- (v) All Department of Health contracts awarded are subject to appeals being timeously lodged (if any) and letters of acceptance being issued.
- (vi) Quotation documents are available from the Department of Health, (Osindisweni Hospital), Telephone No.: (032) 5410343, Fax No.: (032) 5410343.

SERVICE:
Quotation number:
Closing date:
Closing time:
Contact person:
Enquiries regarding specification:

Prepare floors and installation of 2.5 mm vinyl sheeting in CSSD
ZNQ 17/2004
2004-12-16
11:00
Mr P. N. Moodley, Tel.: (032) 5410323, Ext. 2249
Mr V. Sookdeo, Tel.: (032) 5410323, Ext. 2225

No. 1727, 2004

9 December 2004

DEPARTMENT OF HEALTH**UMZINYATHI DISTRICT OFFICE**

**QUOTATIONS ARE INVITED FOR THE UNDERMENTIONED REQUIREMENTS OF THE PROVINCIAL ADMINISTRATION OF
KWAZULU-NATAL**

- (i) Quotations must be submitted on the official quotation form, which shall be completed in all respects, and all the information must be supplied as stipulated in the quotation document.
- (ii) Quotations must be submitted in sealed envelopes.
- (iii) The envelope must be addressed to uMzinyathi District Office, Quotation Evaluation Committee, together with the quotation number and closing date.
- (iv) The name and address of the quoting contractor must be endorsed on the back of the envelope.
- (v) All Department of Health contracts awarded are subject to appeals being timeously lodged (if any) and letters of acceptance being issued.
- (vi) Quotation documents are available from uMzinyathi District Office: Finance Section, 28 Beaconsfield Street, Dundee, 3000, Telephone: (034) 2123116; Fax: (034) 2124800.
- (vii) For quotations exceeding R30 000.00 an original ZNT 30 (application for preference points) form must be submitted to the uMzinyathi District Office, an original Tax Clearance Certificate must also be submitted regardless of prices.

SUPPLY:
Quotation number:
Closing date:
Closing time:
Contact person:
Enquiries regarding specification:

Office Furniture
ZNQ 489/2004
2004-12-23
11:00
Mrs E. W. Montague
Mrs E. W. Montague, Telephone: (034) 2123116

No. 1728, 2004

9 December 2004

DEPARTMENT OF HEALTH**ITSHELEJUBA HOSPITAL****Award of quotations**

SERVICE:
Quotation number:
Contractor:

Guttering of buildings
ZNQ 00925/2004-2005
Matikos Construction

SERVICE:
Quotation number:
Contractor:

Painting of the exterior of buildings lower block (C)
ZNQ 00926/2004-2005
Tuftrade

SERVICE:	Painting of the exterior of buildings lecture room (D)
Quotation number:	ZNQ 00926/2004-2005
Contractor:	Quantum Leap Investments
SERVICE:	Painting of the exterior of buildings upper block (H)
Quotation number:	ZNQ 00926/2004-2005
Contractor:	Mthoba Construction
SERVICE:	Painting of the exterior of buildings new nurses home (I)
Quotation number:	ZNQ 00926/2004-2005
Contractor:	Tufrade
SERVICE:	Supply and installation of built-in cupboards
Quotation number:	ZNQ 00927/2004-2005
Contractor:	Tufrade
SERVICE:	Supplying and erection of carports
Quotation number:	ZNQ 00928/2004-2005
Contractor:	Izenzo Business Enterprise
SERVICE:	Fencing of Doctor's residence (A)
Quotation number:	ZNQ 00929/2004-2005
Contractor:	Sinothando Construction
SERVICE:	Fencing of male residence (B)
Quotation number:	ZNQ 00928/2004-2005
Contractor:	Tufrade

No. 1729, 2004

9 December 2004

DEPARTMENT OF HEALTH

KING EDWARD VIII HOSPITAL

QUOTATIONS ARE INVITED FOR THE UNDERMENTIONED REQUIREMENTS OF THE PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL

- (i) Quotations must be on the official quotation form, which shall be completed in all respects, and all information must be supplied as stipulated in the quotation document.
- (ii) Quotations must be submitted in sealed envelopes.
- (iii) Separate envelopes must be used for each quotation.
- (iv) The envelope must be addressed to the Department of Health: King Edward VIII Hospital together with the quotation number and closing date.
- (v) The name and address of the tendered must be endorsed on the back of the envelope.
- (vi) All Department of Health contracts awarded are subject to appeals being lodged (if any) and letters of acceptance being issued.
- (vii) Quotation documents are available from the Department of Health: King Edward VIII Hospital, Stores Department, Private Bag X02, Congella, 4013, Telephone: (031) 3603448.

SUPPLY: 10 Units of stimulators, peripheral- nerve-block as per specification No. 25/1999
 Quotation number: ZNQ LS794
 Closing date: 2005-01-27
 Time: 11:00
 Contact person: Louise Steyn, Telephone: (031) 3603448
 Enquiries regarding specification: Nancy Mposula, Telephone: (031) 3603425

SUPPLY: 3 Units of manual resuscitators – new born infant as per specification No. A15
 Quotation number: ZNQ LS795
 Closing date: 2005-01-27
 Time: 11:00
 Contact person: Louise Steyn, Telephone: (031) 3603448
 Enquiries regarding specification: Mrs Ngema, Telephone: (031) 3603448

SUPPLY: 1 Units of incubators infant transport as per specification No. 1/1999
 Quotation number: ZNQ LS796
 Closing date: 2005-01-27
 Time: 11:00
 Contact person: Louise Steyn, Telephone: (031) 3603448
 Enquiries regarding specification: Mrs Ngema, Telephone: (031) 3603448

SUPPLY: 2 Units of oximeter, pulse as per specification No. 7/1997
 Quotation number: ZNQ LS797
 Closing date: 2005-01-27
 Time: 11:00
 Contact person: Louise Steyn, Telephone: (031) 3603448
 Enquiries regarding specification: Mrs Louis, Telephone: (031) 3603448

SUPPLY: 2 Units of incubators infant intensive care crib as per specification No. 22/1999
 Quotation number: ZNQ LS798
 Closing date: 2005-01-27

Time:	11:00
Contact person:	Louise Steyn, Telephone: (031) 3603448
Enquiries regarding specification:	Mrs Louis, Telephone: (031) 3603448
SUPPLY:	4 Units of physiologic monitoring systems: as per specification No. 10/2000
Quotation number:	ZNQ LS799
Closing date:	2005-01-27
Time:	11:00
Contact person:	Louise Steyn, Telephone: (031) 3603448
Enquiries regarding specification:	Mrs Louis, Telephone: (031) 3603448
SUPPLY:	2 Units of electrocardiographs 12 channel ECG rec. as per specification
Quotation number:	No. 07/1998
Closing date:	ZNQ LS800
Closing date:	2005-01-27
Time:	11:00
Contact person:	Louise Steyn, Telephone: (031) 3603448
Enquiries regarding specification:	Mrs Dlamini, Telephone: (031) 3603448
SUPPLY:	2 Units of portable defibrillator/monitor with ECG/ recorder as per specification
Quotation number:	No. 11/1997
Closing date:	ZNQ LS801
Closing date:	2005-01-27
Time:	11:00
Contact person:	Louise Steyn, Telephone: (031) 3603448
Enquiries regarding specification:	Mrs Mchunu, Telephone: (031) 3603448
SUPPLY:	3 Units of Radiographic daylight identification camera – UMDNS 10552
Quotation number:	ZNQ LS802
Closing date:	2005-01-27
Time:	11:00
Contact person:	Louise Steyn, Telephone: (031) 3603448
Enquiries regarding specification:	Mrs Ramlakan, Telephone: (031) 3603479
SUPPLY:	Books for Radiology/Radiography – as per specification
Quotation number:	ZNQ LS803
Closing date:	2005-01-27
Time:	11:00
Contact person:	Louise Steyn, Telephone: (031) 3603448
Enquiries regarding specification:	Mrs Ramlakan, Telephone: (031) 3603479
SUPPLY:	2 Units of lightweight mobile X-ray unit – UMDNS 13272
Quotation number:	ZNQ LS804
Closing date:	2005-01-27
Time:	11:00
Contact person:	Louise Steyn, Telephone: (031) 3603448
Enquiries regarding specification:	Mrs Ramlakan, Telephone: (031) 3603479
SUPPLY:	3 Units of real-time colour Doppler Ultrasound System – UMDNS 14278
Quotation number:	ZNQ LS805
Closing date:	2005-01-27
Time:	11:00
Contact person:	Louise Steyn, Telephone: (031) 3603448
Enquiries regarding specification:	Mrs Ramlakan, Telephone: (031) 3603479
SUPPLY:	38 Units of X-ray cassettes as per specification
Quotation number:	ZNQ LS806
Closing date:	2005-01-27
Time:	11:00
Contact person:	Louise Steyn, Telephone: (031) 3603448
Enquiries regarding specification:	Mrs Ramlakan, Telephone: (031) 3603479
SUPPLY:	5 Units of Multiple Medical Anesthetic Gas Monitors –specification No. E13
Quotation number:	ZNQ LS807
Closing date:	2005-01-27
Time:	11:00
Contact person:	Louise Steyn, Telephone: (031) 3603448
Enquiries regarding specification:	Nancy Mposula, Telephone: (031) 3603425
SUPPLY:	6 Units of Patient slides – as per specification
Quotation number:	ZNQ LS808
Closing date:	2005-01-27
Time:	11:00
Contact person:	Louise Steyn, Telephone: (031) 3603448
Enquiries regarding specification:	Mrs Ramlakan, Telephone: (031) 3603479
SUPPLY:	2 Units of Grids parallel ratio 8.1 as per specification
Quotation number:	ZNQ LS809
Closing date:	2005-01-27
Time:	11:00

Contact person:
Enquiries regarding specification:

Louise Steyn, Telephone: (031) 3603448
Mrs Ramlakan, Telephone: (031) 3603479

SUPPLY:

2 Units of quality assurance equipment (dosimeter/sensitometer) as per specification

Quotation number:

ZNQ LS810

Closing date:

2005-01-27

Time:

11:00

Contact person:

Louise Steyn, Telephone: (031) 3603448

Enquiries regarding specification:

Mrs Ramlakan, Telephone: (031) 3603479

SUPPLY:

1 Units of self contained ventilator as per specification C.E. No. A47

Quotation number:

ZNQ LS811

Closing date:

2005-01-27

Time:

11:00

Contact person:

Louise Steyn, Telephone: (031) 3603448

Enquiries regarding specification:

Mrs Bhengu, Telephone: (031) 3603581/2

SUPPLY:

1 Units of self contained ventilator as per specification C.E. No. 10/1997

Quotation number:

ZNQ LS812

Closing date:

2005-01-27

Time:

11:00

Contact person:

Louise Steyn, Telephone: (031) 3603448

Enquiries regarding specification:

Mrs Bhengu, Telephone: (031) 3603581/2

SUPPLY:

1 Units of X-ray film copier as per specification

Quotation number:

ZNQ LS813

Closing date:

2005-01-27

Time:

11:00

Contact person:

Louise Steyn, Telephone: (031) 3603448

Enquiries regarding specification:

Mrs Ramlakan, Telephone: (031) 3603479

Award of quotations**SUPPLY:**

200 Units of castors rubber – 2470

Quotation number:

ZNQ SR294

Contractor:

Hirst Handling

SERVICE:

Waterproofing and repair to gutters at main kitchen

Quotation number:

ZNQ SR289

Contractor:

Thekwini Roofing & Waterproofing

SERVICE:

Construction of new heli pad

Quotation number:

ZNQ SR288

Contractor:

Siyazama Housing cc

SERVICE:

Replace damaged awnings in S.O.T

Quotation number:

ZNQ SR291

Contractor:

4 AM Business Enterprise cc

SERVICE:

Repair to vinyl flooring in medical registry

Quotation number:

ZNQ SR292

Contractor:

Ntanzimdu Construction

SERVICE:

Pating of interior walls to office in admin block

Quotation number:

ZNQ SR293

Contractor:

PSB Paint & Hardware Suppliers

SERVICE:

Repairs to ceilings in admin block

Quotation number:

ZNQ SR290

Contractor:

Ntanzimdu Construction

SERVICE:

Repairs and renovation to consulting rooms and dressing rooms at trauma unit

Quotation number:

ZNQ SR287

Contractor:

Ntanzimdu Construction

No. 1730, 2004

9 December 2004

DEPARTMENT OF HEALTH**ADDINGTON HOSPITAL****Award of quotation****SUPPLY:**

Fibre Optic Flexible Nasopharyngoscope

Quotation number:

ZNQ 468a

Contractor:

New Medica

No. 1731, 2004

9 December 2004

DEPARTMENT OF ECONOMIC DEVELOPMENT

Invitation to tender

(Ref. ZNT1046/2004 EDD - AGRI)

The Directorate: Agri-Business of the KwaZulu-Natal Department of Economic Development is committed to encouraging the development of export-led "new economy" pilot projects in the Province's marginalized rural areas. With a specific focus on the Agro-Processing and Biotechnology Clusters, the Directorate aims to initiate pilot projects that are implemented in close partnership with sister Departments, and interested parties such as Municipalities and Development Agencies that are committed to Black Economic Empowerment, and the improved competitiveness of our rural areas. The Directorate would therefore like to invite Service Providers (individual firms/consultants or a consortium of firms) encompassing the combination of rural economic development specialists, agri-business specialists and consulting commercial producers to tender for the following project:

Agri-Business Project

Project	Description
1. Business Plan and Implementation Plan for Regional Flori-culture Hub:	A feasibility study undertaken by the Department, has indicated that the current rise in cut flower production can only be maintained if a co-ordinated marketing effort is initiated to drive the value chain. It has been proposed that a Flori-culture Hub be created in the province to act as the marketing catalyst. This project looks at developing a business plan or the establishment of the Flori-culture Hub.
2. ILembe Agri-Processing Hub: Business and Implementation Plan	The viability of establishing an integrated Agriprocessing initiative in the ILembe District Council area has been confirmed by a feasibility study. The current project will consist of the compiling of a business and implementation plan for an integrated Agriprocessing hub in the ILembe District, which is supplied by both established and smaller farmers from the three target local municipalities. Markets to be defined in the business plan will be both local and international. The detailed institutional design, financials and partnership issues need to be clearly spelt out in this phase.
3. Food Sector Study	The agro-food complex (inputs, primary production, processing) contributes approximately R214bn to South Africa's GDP and employs 451 000 people in the formal sector. Exports of processed agricultural products amounted to R17.2bn in 2001. The project aims to unpack the Food and Beverage industry in order to identify development opportunities for post-harvest value adding.
4. eMnambithi/Ladysmith Pecan Nut Processing Business Plan	This project aims to undertake a detailed feasibility and the establishment of a small pilot Pecan Nut Scheme using municipal-owned land. A detailed feasibility study on the establishment of a pilot Pecan Nut Scheme using municipal-owned land was conducted, ending October 2004. The outcome of the feasibility study indicated that the scheme should be initiated on the 61-hectare bend of the Klip River, south of Thembalihle. The "core estate" involves the establishment of 50ha pecans as well as a processing facility capable of processing 60 tons of nuts.
5. Agribusiness Export and Market Intelligence Support	A large amount of market intelligence exists both nationally and internationally for the agribusiness sector. An urgent need exists to consolidate and report on this data on a monthly basis to facilitate access to market, trading and agribusiness research in support of the development of the agribusiness sector in KZN. The project will develop for the Department the means of a providing a comprehensive market intelligence service to key Agri-Business stakeholders, including municipalities.

Service providers will be selected primarily on the basis of the experience or service excellence they can provide, their commitment to Black Economic Empowerment (i.e. support of SMME's and PDI's), their previous track record, and the competitiveness of their proposal.

Tenderers must (1) be registered with the Provincial Treasury Service Providers Database, and (2) strictly abide by the requirements of the KZN Procurement Act (Act No. 3 of 2001) and Regulations – more particularly in terms of Declarations and the submission of an original Tax Clearance Certificate. A Provincial Treasury Service Providers Database number must be provided as part of the tender documentation, together with a completed ZNT30 form (preference points application).

Terms of Reference for the above projects and Provincial Treasury Forms are available from the Procurement Officers: Ms Sisima Mkhize, Telephone: (031) 3105360, Fax: (031) 3105423. Technical enquiries should be made to the Project Manager: Agri-Business, Mrs Rene Ford via telephone: (031) 3105320, Fax: (031) 3105419 or e-mail (fordr@ecotourl.kzntl.gov.za).

Four sealed copies of the tender clearly marked "Agri-Business Tenders" and addressed to the Project Manager: Agri-Business must be submitted to the DEDT Procurement Office, 1st Floor, The Marine, 22 Gardiner Street, Durban.

A compulsory project briefing session will be held in the Department's SME Boardroom at 9:00 on 14 December 2004. The closing date for tenders is the 14 January 2005 at 11:00 sharp.

Emailed, telefaxed or late tenders will not be accepted. Tenders submitted without the basic requirements or clear evidence of Provincial Treasury Database Registration (Database Number) will be immediately disqualified.

Tenders are valid for a period of 12 (twelve) months, and the KwaZulu-Natal Department of Economic Development and Tourism reserves the right not to accept the lowest tender or any tender it receives.

"TOGETHER, BUILDING A WINNING PROVINCE"

No. 1732, 2004

9 December 2004

DEPARTMENT OF HEALTH
REGIONAL LABORATORY SERVICES

Award of quotations

NB: The following award is subject to appeals being timeously lodged (if any) and letters of acceptance being issued.

SUPPLY:	Centrifuge x 5 as per specification
Quotation number:	ZNQ B864
Contractor:	Beckman Coulter
SUPPLY:	Glass test/tube washing machine
Quotation number:	ZNQ B868
Contractor:	The Scientific Group
SUPPLY:	Teaching Microscope
Quotation number:	ZNQ B870
Contractor:	Innovative Met products
SUPPLY:	Benchtop centrifuge x5
Quotation number:	ZNQ B872 Offer B
Contractor:	Laboratory & Scientific Equip.
SERVICE:	1x new hyster/forklift
Quotation number:	ZNQ B874
Contractor:	NFS Industrial
SERVICE:	Haemoglobinometer
Quotation number:	ZNQ B863
Contractor:	Calicom Trading a/s Kat medical
SERVICE:	Light routine Microscope
Quotation number:	ZNQ B867
Contractor:	Wirsam Scientific

No. 1733, 2004

9 December 2004

DEPARTMENT OF HEALTH

DUNDEE HOSPITAL

QUOTATIONS ARE INVITED FOR THE UNDERMENTIONED REQUIREMENTS OF THE PROVINCIAL ADMINISTRATION OF
KWAZULU-NATAL

- (i) Quotations must be on the official quotation form, which shall be completed in all respects and all information must be supplied as stipulated in the quotation document.
- (ii) Quotation must be deposited in the tender box at Dundee Hospital, Stores Department in a sealed envelope.
- (iii) The envelope must be addressed to Dundee Hospital for attention Hospital Manager, together with quotation number and closing date of the quotation.
- (iv) The name and address of the quoting contractor/supplier must be endorsed on the back of the envelope.
- (v) The name and address of the quoting contractor/supplier must be endorsed on the back of the envelope.
- (vi) All Department of Health contracts awarded are subject to appeals being timeously lodged (if any) and letters of acceptance being issued.
- (vii) Quotation documents are available from the Department of Health, Dundee Hospital; Telephone: (034) 2121111, Fax: (034) 2182525.
- (viii) A completed ZNT 30 document and a Tax Clearance Certificate to be submitted with quotation document.

SUPPLY:	Receipting machine with remote slip printer
Quotation number:	ZNQ DD02/12/2004
Closing date:	2004-12-29
Contact person:	R. Parkas
Enquiries regarding specification:	R. Parkas

No. 1734, 2004

9 December 2004

DEPARTMENT OF HEALTH

UNTUNJAMBILI HOSPITAL

Award of quotations

SUPPLY:	10 x 5 Batches of pastor chairs burgundy
Quotation number:	ZNQ 740
Contractor:	Thusanang Hospital Supplies

SUPPLY: 60 x 25kg metso powder
 60 x 25kg laundry super
 60 x 25l liquid bleach
 40 x 25l fabric softener
 Quotation number: ZNQ 793
 Contractor: KwaZulu Industrial Chemicals

No. 1735, 2004

9 December 2004

DEPARTMENT OF HEALTH

ITSHELEJUBA HOSPITAL

QUOTATIONS ARE INVITED FOR THE UNDERMENTIONED REQUIREMENTS OF THE PROVINCIAL ADMINISTRATION OF
 KWAZULU-NATAL

- (i) Quotations must be on the official quotation form, which shall be completed in all respects, and all information must be supplied as stipulated in the quotation document.
- (ii) Quotations must be submitted in sealed envelopes.
- (iii) The envelope must be addressed to Itshelejuba Hospital, Quotation Evaluation Committee together with the quotation number and closing date.
- (iv) The name and address of the quoting contractor must be endorsed on the back of the envelope.
- (v) All Department of Health contracts awarded are subject to appeals being timeously lodged (if any) and letters of acceptances being issued.
- (vi) Documents are available from Itshelejuba Hospital, Stores Department, Alongside N2 Road between Piet Retief and Pongola Towns, Telephone: (034) 4132542/3/4, Fax: (034) 4132545.

SUPPLY: 4 x Wall mounted diagnostic set
 Quotation number: ZNQ 002184
 Closing date: 2004-12-10
 Closing time: 11:00
 Enquiries regarding specification: Dr J. Garcia
 Contact person: Miss N. Mnyezima

No. 1736, 2004

9 December 2004

DEPARTMENT OF HEALTH

ITSHELEJUBA HOSPITAL

Award of quotations

SUPPLY: 1x Dental Chair OLSEN
 1x Spittoon with suction unit
 1x Overpatient delivery 2 port unit
 1x Unit Mount overhead Light
 1x Doctors Stool
 1x Dental assistant Stool
 1x Autoclave Prestige Series 2100
 1x X-Ray Hand Developer
 1x Wall mount X-Ray unit
 1x Compressor 50 litre belt drive
 1x Ultra Sonis Scaler
 Quotation number: ZNQ 002089
 Contractor: Istrodent

SUPPLY: 3x Upper Right Molar Aesculap forceps
 3x Upper Left Molar Aesculap forceps
 3x Lower Molar Aesculap forceps
 3x Lower Molar Cowhorn Aesculap forceps
 2x Lower Canine and Premolar Aesculap forceps
 2x Lower Root Aesculap forceps
 1x Lower Root and Crowded Insicor Aesculap forceps
 2x Upper Incisal and Canine Aesculap forceps
 2x Upper Premolar Aesculap forceps
 2x Cryer left elevator Aesculap
 2x Cryer right elevator Aesculap
 4x London Hospital Straight Elevator
 1x London Hospital Left Elevator
 1x London Hospital Right Elevator
 Quotation number: ZNQ 002120
 Contractor: Zenith Surgical

No. 1737 2004

9 December 2004

DEPARTMENT OF HEALTH

MADADENI PROVINCIAL HOSPITAL

QUOTATIONS ARE INVITED FOR UNDERMENTIONED REQUIREMENTS OF THE PROVINCIAL ADMINISTRATION OF
KWAZULU-NATAL

- (i) Quotations must be on the official quotation form, which shall be completed in respects, and all information must be supplied as stipulated in the quotation document.
- (ii) Quotations must be submitted in sealed envelopes.
- (iii) The envelopes must be addressed to Madadeni Provincial Hospital, Quotation Evaluation Committee together with the quotation number and closing date.
- (iv) The name and address of the quoting contractor must be endorsed on the back of the envelope.
- (v) All Departments of Health contracts awarded are subject to appeals being timeously lodged (if any) and letters of acceptance being issued.
- (vi) Quotations documents are available from Madadeni Provincial Hospital, Stores Department, Section Five, Madadeni Township, Telephone number: (034) 3288206, Fax: (034) 3288222.

SUPPLY:

Upgrade of machinery in the capentry workshop and fitters workshop
 Metabo planer thicknesser model HCO260
 Metabo table saw model PK300
 Framgram bench grinder 200M
 Record bolt cutter 924H
 HSS planer blades for metabo model HC 260
 Tungsten saw blades for metabo table saw PK300
 Makita impact machine model HM1303
 Transarc 170I Inverter welding machine
 ZNQ 1136/04
 2004-12-14
 Mr R. A. Mohanlal, Tel.: (034) 3288020
 Ms P. A. Chabeli, Tel.: (034) 3288205

Quotation number:

Closing date:

Contact regarding specification:

Contact regarding quotation:

No. 1738, 2004

9 December 2004

DEPARTMENT OF HEALTH

CHRIST THE KING HOSPITAL

QUOTATIONS ARE INVITED FOR THE UNDERMENTIONED REQUIREMENTS OF THE PROVINCIAL ADMINISTRATION OF
KWAZULU-NATAL

- (i) Quotations must be on the official quotation form, which shall be completed in all respect, and all information must be supplied as stipulated in the quotation document.
- (ii) Quotations must be submitted in sealed envelopes.
- (iii) Separate envelopes must be used for each quotation.
- (iv) The envelope must be addressed to the Department of Health, Christ the King Hospital, Private Bag X542, Ixopo, 3276, together with quotation number and closing date.
- (v) The name and address of the quoting contractor must be endorsed on the back of the envelope.
- (vi) All Department of Health contracts are subject to appeals being timeously lodged (if any) and letters of acceptance being issued.
- (vii) Quotation documents are available from Christ the King Hospital, 1 Peter Hauff Drive, Ixopo. Tel.: (039) 8342067, Fax: (039) 8341116.

SERVICE:

Quotation number:

Closing date:

Closing time:

Site inspection date:

Site inspection time:

Contact person:

Security Services (Christ the King Hospital)
 ZNQ 343-04\05
 2005-01-11
 11:00
 2005-01-07
 11:00
 Mr M. Mayaba

SERVICE:

Quotation number:

Closing date:

Closing time:

Site inspection date:

Site inspection time:

Contact person:

Security Services (Ixopo Health Centre)
 ZNQ 342-04\05
 2005-01-11
 11:00
 2005-01-07
 11:00
 Mr M. Mayaba

No. 1739, 2004

9 December 2004

DEPARTMENT OF HEALTH

KING GEORGE V HOSPITAL

Award of quotations

SUPPLY:

Quotation number:

Contractor:

Spongostan standard

ZNQ 148 of 2004/2005

Gabler Medical Devices (Pty) Ltd

SUPPLY:

Quotation number:

Contractor:

Oesophago Gastrectomy Cutter and Staples

ZNQ 158 of 2004/2005

Johnson & Johnson Medical (Pty) Ltd

No. 1740, 2004

9 December 2004

DEPARTMENT OF HEALTH

PRINCE MSHIYENI MEMORIAL HOSPITAL

QUOTATIONS ARE INVITED FOR THE UNDERMENTIONED REQUIREMENTS OF THE PROVINCIAL ADMINISTRATION OF
KWAZULU-NATAL

- (i) Quotations must be on the official quotation form, which shall be completed in all respects, and all information must be supplied as stipulated in the quotation document.
- (ii) Quotations must be submitted in sealed envelopes.
- (iii) Separate envelopes must be used for each quotation.
- (iv) The envelope must be addressed to the Department of Health: Prince Mshiyeni Memorial Hospital, with the quotation number and closing date.
- (v) The name and address of the quoting contractor must be endorsed on the back of the envelope.
- (vi) All Department of Health contracts awarded are subject to appeals being timeously lodged (if any) and letters of acceptance being issued.
- (vii) Quotation documents are available from the Department of Health: Prince Mshiyeni Memorial Hospital, Buying Section, Mangosuthu Highway, Unit "V" Umlazi, Telephone No.: (031) 9078163, Facsimile: (031) 9061391.

SUPPLY:

Quotation number:

Closing date:

Closing time:

Contact person:

Enquiries regarding specification:

21 Units, Ambubags, with dust containereach set to have Adult, Neonatal, Neonatal and Paediatric Units

ZNQ 1650/12/04

2004-12-22

11:00

Mr Martin Dercksen, Telephone: (031) 9078412

Mr Martin Dercksen, Telephone: (031) 9078412

SUPPLY:

Quotation number:

Closing date:

Closing time:

Contact person:

Enquiries regarding specification:

93 Units, Stethoscope Double Head

ZNQ 1666/12/04

2004-12-22

11:00

Mr Martin Dercksen, Telephone: (031) 9078412

Mr Martin Dercksen, Telephone: (031) 9078412

SUPPLY:

Quotation number:

Closing date:

Closing time:

Contact person:

Enquiries regarding specification:

20 Units, Diagnostics Sets with Otoscope and Ophthalmoscope

ZNQ 1652/12/04

2004-12-22

11:00

Mr Albert Mngadi, Telephone: (031) 9078412

Mr Martin Dercksen, Telephone: (031) 9078412

SUPPLY:

Quotation number:

Closing date:

Closing time:

Contact person:

Enquiries regarding specification:

21 Units, Resuscitation Trolley Utility, Intensive Care

ZNQ 1653/12/04

2004-12-22

11:00

Mr Martin Dercksen, Telephone: (031) 9078412

Mr Martin Dercksen, Telephone: (031) 9078412

SUPPLY:

Quotation number:

Closing date:

Closing time:

Contact person:

Enquiries regarding specification:

21 Units, H B Meters

ZNQ 1654/12/04

2004-12-22

11:00

Mr Martin Dercksen, Telephone: (031) 9078412

Mr Martin Dercksen, Telephone: (031) 9078412

SUPPLY:

Quotation number:

Closing date:

Closing time:

Contact person:

Enquiries regarding specification:

20 Units, Silent Care Oxygen Concentrator

ZNQ 1667/12/20

2004-12-22

11:00

Mr Albert Mngadi, Telephone: (031) 9078412

Mr Martin Dercksen, Telephone: (031) 9078412

SERVICE: 20 Units, NIBP Monitor, Electronic Sphgmomanometer
 Quotation number: ZNQ 1668/12/04
 Closing date: 2004-12-22
 Closing time: 11:00
 Contact person: Mr Albert Mngadi, Telephone: (031) 9078412
 Enquiries regarding specification: Mr Martin Dercksen, Telephone: (031) 9078412

SERVICE: Repairs cleaning clearing of rubble/dirt as per scope of work – Nurse's Home
 Quotation number: ZNQ 1669/12/04
 Closing date: 2004-12-22
 Closing time: 11:00
 Site Meeting: 2004-12-15 at 09.30 am
 Contact person: Mr Albert Mngadi, Telephone: (031) 9078214
 Enquiries regarding specification: Mr M. A. Naidoo, Telephone: (031) 9078266

No. 1741, 2004

9 December 2004

DEPARTMENT OF HEALTH

E. G. AND USHER MEMORIAL HOSPITAL

QUOTATIONS ARE INVITED FOR THE UNDERMENTIONED REQUIREMENTS OF THE PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL

- (i) Quotations must be on the official quotation form, which shall be completed in all respects, and all information must be supplied as stipulated in the quotation document.
- (ii) Quotations must be submitted in sealed envelopes.
- (iii) The envelope must be addressed to the Department of Health, E. G. and Usher Memorial Hospital, Private Bag X506, Kokstad, 4700, together with the quotation number and closing date.
- (iv) The name and the address of the quoting supplier/contractor must be endorsed on the back of the envelope.
- (v) All Department of Health contracts awarded are subject to appeals being timeously lodged (if any) and letters of acceptance being issued.
- (vi) Quotation documents are available from the Department of Health, E.G. and Usher Memorial Hospital, corner of the The Avenue and Elliot Street, Kokstad, 4700, Telephone: (039) 7978100, Facsimile: (039) 7978162.
- (vii) NB: Each quotation must be on its own quotation price page.

SUPPLY: Fresh meats for E. G. and Usher Memorial Hospital
 Quotation number: ZNQ 1192/2004
 Closing date: 2004-12-24
 Time: 11:00
 Enquiries regarding specifications: Mrs B. Cele (kitchen supervisor)
 Contact person: Mr B. Dweba, Tel.: (039) 7978121

No. 1742, 2004

9 December 2004

DEPARTMENT OF HEALTH

CLAIRWOOD HOSPITAL

Award of quotation

SUPPLY/SERVICE: Customer Care Service Delivery for 50 people
 Quotation number: ZNQ 15/2004 H
 Contractor: Ikaheng Staffing

No. 1743, 2004

9 December 2004

DEPARTMENT OF AGRICULTURE AND ENVIRONMENTAL AFFAIRS

Invitation of tenders

Tenders are invited for the undermentioned requirements:

SERVICE: Installation of dragline sprinkler irrigation system for Bhadeni – Zululand
 Tender number: ZNT 3321/04A
 Closing date: 2005-01-06
 Closing time: 11:00
 Enquiries regarding specification: H. H. Bezuidenhout, Tel.: (035) 8310326/0731809177
 Compulsory site inspection:
 Date: 2004-12-21
 Venue: Paulpietersburg at the Natalspa – Vryheid T-junction just East of the town. It will be the Tenderer's responsibility to follow the engineer to the site which is approximately 30 km away, at 10:10
 Time: 10:00
 SERVICE: Appointment of a service provider to develop, train, implement and monitor systems around implementation of projects in the Siyavuna Programme
 Tender number: ZNT 4147/04A

Closing date: 2004-12-23
 Closing time: 11:00
 Enquiries regarding specification: Ms Nana Shange, Telephone: (033) 3559577
 Documents are available from Cedara (Pietermaritzburg)
 Contact persons for documents: Mrs G. N. Khumalo, Tel.: (033) 3559290
 Miss S. N. Mbuyazi, Tel.: (033) 3559228
 Mr T. W. Ndawonde, Tel.: (033) 3559626

Award of tenders

NB: All departmental contract awards are subject to appeals being lodged (if any) and letter of acceptance being issued.

SERVICE: Security services – Cedara (Administration)
Tender number: ZNT 5129/04A
Contractor: Securiteq Services

SERVICE: Security services – Cedara (Farm Services)
Tender number: ZNT 5130/04A
Contractor: Securiteq Services

SERVICE: Design of a corporate image and identity for the Department of Agriculture and Environmental Affairs
Tender number: ZNT 3260/04A
Contractor: Sizanolwazi Consulting

No. 1744, 2004

9 December 2004

DEPARTMENT OF HEALTH**CHARLES JOHNSON MEMORIAL HOSPITAL**

QUOTATIONS ARE INVITED FOR THE UNDERMENTIONED REQUIREMENTS OF THE PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL

- (i) Quotations must be on the official quotation form, which shall be completed in all respects, and all the information must be supplied as stipulated in the quotation document.
- (ii) Quotations must be submitted in sealed envelopes.
- (iii) The envelope must be addressed to Charles Johnson Memorial Hospital, Quotation Evaluation Committee, together with the quotation number and closing date.
- (iv) The name and address of the quoting contractor must be endorsed on the back of the envelope.
- (v) All Department of Health contracts awarded are subject to appeals being timeously lodged (if any) and letters of acceptance being issued.
- (vi) Quotation documents are available from Charles Johnson Memorial Hospital, Stores Department, Flint Street, Nqutu, Telephone: (034) 2711900, Fax: (034) 2710169.
- (vii) For quotations exceeding R30 000.00 an original ZNT 30 (application for preference points) form must be submitted to the Charles Johnson Memorial Hospital, an original Tax Clearance Certificate must also be submitted regardless of prices.

SUPPLY: OPD expanding doors (4)
 Size 815 x 2400 m
Quotation number: ZNQ 0482 and 0483 2004/2005
Closing date: 2004-12-23
Closing time: 11:00
Contact person: Mr N. G. Mkhwanazi
Enquiries regarding specification: Mr M. Ngcobo, Telephone: (034) 2711900
Site inspection date: 2004-12-21 at 9:00

SUPPLY: Doctors' houses expanding windows (40)
 Size 1,200 x 1,500 (8 per house)
 900 x 1000 (5) (1 per house)
 900 x 2000 (5) (1 per house)
 Expanding doors
 Size 1500 x 2100 (5) (1 per house)
 1000 x 1200 (5) (1 per house)
Quotation number: ZNQ 0483 2004/2005
Closing date: 2004-12-23
Closing time: 11:00
Contact person: Mr N. G. Mkhwanazi
Enquiries regarding specification: Mr M. Ngcobo
Site inspection date: 2004-12-21 at 9:00

DEPARTMENT OF HEALTH

HEALTH TECHNOLOGY UNIT: CLINICAL ENGINEERING

QUOTATIONS ARE INVITED FOR THE UNDERMENTIONED REQUIREMENTS OF THE PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL

- (i) Quotations must be on the official quotation form, which shall be completed in all respects, and all the information must be supplied as stipulated in the quotation document.
- (ii) Quotations must be submitted in sealed envelopes.
- (iii) Separate envelopes must be used for each quotation.
- (iv) The envelope must be addressed to the Department of Health, Health Technology Unit: Clinical Engineering together with the quotation number and closing date.
- (v) The name and address of the quoting contractor must be endorsed on the back of the envelope.
- (vi) Suppliers must supply a valid, original Tax Clearance Certificate.
- (vii) Suppliers may submit a ZNT 30 to claim preference points for items over R30,000.00 in value.
- (viii) All Department of Health contracts awarded are subject to appeals being timeously lodged (if any) and letters of acceptance being issued.
- (ix) Quotation documents are available from the Department of Health, Health Technology Unit: Assets Management, Telephone: (031) 4614531, Fax: (031) 4689594, between 07:00 to 15:30.

SUPPLY:

Quotation number:

Closing date:

Closing time:

Contact person:

Batteries/Cells (Period Quotation)

ZNQ 1063 of 2004/2005

2004-01-07

11:00

A. Godefroy, D. Pillay, Tel.: (031) 4614531

SUPPLY:

Quotation number:

Closing date:

Closing time:

Contact person:

Cardiotocograph Accessories (Period Quotation)

ZNQ 1064 of 2004/2005

2004-01-07

11:00

A. Godefroy, D. Pillay, Tel.: (031) 4614531

SUPPLY:

Quotation number:

Closing date:

Closing time:

Contact person:

Electro-Cardiograph Accessories (Period Quotation)

ZNQ 1065 of 2004/2005

2004-01-07

11:00

A. Godefroy, D. Pillay, Tel.: (031) 4614531

SUPPLY:

Quotation number:

Closing date:

Closing time:

Contact person:

Electrical Material (Period Quotation)

ZNQ 1066 of 2004/2005

2004-01-07

11:00

A. Godefroy, D. Pillay, Tel.: (031) 4614531

SUPPLY:

Quotation number:

Closing date:

Closing time:

Contact person:

Electronic Spares (Period Quotation)

ZNQ 1067 of 2004/2005

2004-01-07

11:00

A. Godefroy, D. Pillay, Tel.: (031) 4614531

SUPPLY:

Quotation number:

Closing date:

Closing time:

Contact person:

Hardware (Period Quotation)

ZNQ 1068 of 2004/2005

2004-01-07

11:00

A. Godefroy, D. Pillay, Tel.: (031) 4614531

SUPPLY:

Quotation number:

Closing date:

Closing time:

Contact person:

Incubator Spares (Period Quotation)

ZNQ 1069 of 2004/2005

2004-01-07

11:00

A. Godefroy, D. Pillay, Tel.: (031) 4614531

SUPPLY:

Quotation number:

Closing date:

Closing time:

Contact person:

Ivac 560 Infusion Pump Spares (Period Quotation)

ZNQ 1070 of 2004/2005

2004-01-07

11:00

A. Godefroy, D. Pillay, Tel.: (031) 4614531

SUPPLY:

Quotation number:

Closing date:

Closing time:

Contact person:

Ivac 591 Infusion Pump Spares (Period Quotation)

ZNQ 1071 of 2004/2005

2004-01-07

11:00

A. Godefroy, D. Pillay, Tel.: (031) 4614531

SUPPLY:	Ivac 597 Infusion Pump Spares (Period Quotation)
Quotation number:	ZNQ 1072 of 2004/05
Closing date:	2004-01-07
Closing time:	11:00
Contact person:	A. Godefroy, D. Pillay, Tel.: (031) 4614531
SUPPLY:	Keypads-Electronics (Period Quotation)
Quotation number:	ZNQ 1073 of 2004/2005
Closing date:	2004-01-07
Closing time:	11:00
Contact person:	A. Godefroy, D. Pillay, Tel.: (031) 4614531
SUPPLY:	Printed Labels (Period Quotation)
Quotation number:	ZNQ 1074 of 2004/2005
Closing date:	2004-01-07
Closing time:	11:00
Contact person:	A. Godefroy, D. Pillay, Tel.: (031) 4614531
SUPPLY:	Replacement Lamps for Medical Equipment (Period Quotation)
Quotation number:	ZNQ 1075 of 2004/2005
Closing date:	2004-01-07
Closing time:	11:00
Contact person:	A. Godefroy, D. Pillay, Tel.: (031) 4614531
SUPPLY:	Medical Gas-Accessories (Period Quotation)
Quotation number:	ZNQ 1076 of 2004/2005
Closing date:	2004-01-07
Closing time:	11:00
Contact person:	A. Godefroy, D. Pillay, Tel.: (031) 4614531
SUPPLY:	SPO2-Accessories (Period Quotation)
Quotation number:	ZNQ 1077 of 2004/2005
Closing date:	2004-01-07
Closing time:	11:00
Contact person:	A. Godefroy, D. Pillay, Tel.: (031) 4614531
SUPPLY:	Surgical Equipment-Parts (Period Quotation)
Quotation number:	ZNQ 1078 of 2004/2005
Closing date:	2004-01-07
Closing time:	11:00
Contact person:	A. Godefroy, D. Pillay, Tel.: (031) 4614531
SUPPLY:	Medical Temperature Accessories (Period Quotation)
Quotation number:	ZNQ 1079 of 2004/2005
Closing date:	2004-01-07
Closing time:	11:00
Contact person:	A. Godefroy, D. Pillay, Tel.: (031) 4614531
SUPPLY:	10 x Patient Trolleys for King George V Hospital
Quotation number:	ZNQ 1100 of 2004/2005
Closing date:	2004-12-30
Closing time:	11:00
Contact person:	J. Anthony/J. Jones, Tel.: (031) 4614531
Enquiries regarding specification:	R. Govender, Tel.: (031) 4614531
SUPPLY:	1 x Ventilator - Neonatal ICU for Ladysmith Hospital
Quotation number:	ZNQ 1101 of 2004/2005
Closing date:	2004-12-30
Closing time:	11:00
Contact person:	J. Anthony/J. Jones, Tel.: (031) 4614531
Enquiries regarding specification:	R. Govender, Tel.: (031) 4614531
SUPPLY:	1 x Ventilator - Neonatal ICU for Port Shepstone Hospital
Quotation number:	ZNQ 1102 of 2004/2005
Closing date:	2004-12-30
Closing time:	11:00
Contact person:	J. Anthony/J. Jones, Tel.: (031) 4614531
Enquiries regarding specification:	R. Govender, Tel.: (031) 4614531
SUPPLY:	3 x Pulse Oximeters for Ngwelezana Hospital
Quotation number:	ZNQ 1103 of 2004/2005
Closing date:	2004-12-30
Closing time:	11:00
Contact person:	J. Anthony/J. Jones, Tel.: (031) 4614531
Enquiries regarding specification:	R. Govender, Tel.: (031) 4614531
SUPPLY:	1 x Intra Oral Dental X-ray Unit for Catherine Booth Hospital
Quotation number:	ZNQ 1104 of 2004/2005
Closing date:	2004-12-30
Closing time:	11:00

Contact person:
Enquiries regarding specification:

J. Anthony/J. Jones, Tel.: (031) 4614531
R. Govender, Tel.: (031) 4614531

SUPPLY:
Quotation number:
Closing date:
Closing time:
Contact person:
Enquiries regarding specification:

1 x Black and White Ultrasound Unit for ICU, Ngwelezana Hospital
ZNQ 1105 of 2004/2005
2004-12-30
11:00
J. Anthony/J. Jones, Tel.: (031) 4614531
R. Govender, Tel.: (031) 4614531

Award of quotations

SUPPLY:
Quotation number:
Contractor:

1 x Field Analyser for Prince Mshiyeni Memorial Hospital
ZNQ 401 of 2004/2005
General Optical Company (Pty) Ltd

SUPPLY:
Quotation number:
Contractor:

1 x Light Meter (Photometer) for HUT-AM
ZNQ 769 of 2004/2005
AEC-Amersham (Pty) Ltd

SUPPLY:
Quotation number:
Contractor:

3 x Pulse Oximeters for Itshelejuba Hospital
ZNQ 549 of 2004/2005
Newport Medical (Pty) Ltd t/a IBuki Medical

SUPPLY:
Quotation number:
Contractor:

10 x Desolder Stations for HTU-CE
ZNQ 537 of 2004/2005
Christensen Tools (Natal) (Pty) Ltd

SUPPLY:
Quotation number:
Contractor:

1 x Defibrillator for Estcourt Hospital
ZNQ 5 of 2004/2005
Medtronic Africa (Pty) Ltd

Cancellation of quotation

SUPPLY:
Quotation number:

40 x Cast Cutters
ZNQ 920 of 2004/2005
Please note this quotation was incorrectly advertised on 25/11/2004 as Non-Acceptance of offers received. This quotation has been cancelled.

No. 1746, 2004

9 December 2004

DEPARTMENT OF HEALTH

TAYLER BEQUEST HOSPITAL

QUOTATIONS ARE INVITED FOR THE UNDERMENTIONED REQUIREMENTS OF THE PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL

- (i) Quotations must be on the official quotation form, which shall be completed in all respects, and all information must be supplied as stipulated in the quotation document.
- (ii) Quotations must be submitted in sealed envelopes.
- (iii) Separate envelopes must be used for each quotation.
- (iv) The envelope must be addressed to the Department of Health, Tayler Bequest Hospital, Private Bag X836, Matatiele, 4730 together with the quotation number and closing date.
- (v) The name and address of the quoting contractor must be endorsed at the back of the envelope.
- (vi) All Department of Health contracts awarded are subject to appeals being timeously lodged (if any) and letters of acceptance being issued.
- (vii) Quotation documents are available from the Department of Health, Tayler Bequest Hospital, Main Street, Matatiele, 4730, Tel.: (039) 7373107, Fax: (039) 7304865.

SERVICE:
Quotation number:
Closing date:
Closing time:
Contact person:
Contact number:
Period of contract:

Rendering a burila service for Tayler Bequest Hospital
ZNQ 307/2004/2005
2004-12-23
11:00
E. P. Lecheke/Miss P. P. Gambushe
(039) 7373107
6 Months

SUPPLY:
Quantity:
Quotation number:
Closing date:
Closing time:
Contact person:
Contact number:

Intercom pager
One
ZNQ 538/2004/2005
2004-12-23
11:00
E. P. Lecheke/Miss P. P. Gambushe
(039) 7373107

SUPPLY:
Quantity:
Quotation number:

Bone wax (sterile) 2.5 g
4
ZNQ 539/2004/2005

Closing date:	2004-12-23
Closing time:	11:00
Contact person:	E. P. Lecheko/Miss P. P. Gambushe
Contact number:	(039) 7373107
SUPPLY:	Surgical absorbable haemostat (oxidized regenerated cellulose) 5 cm x 7.5 cm
Quantity:	4
Quotation number:	ZNQ 540/2004/2005
Closing date:	2004-12-23
Closing time:	11:00
Contact person:	E. P. Lecheko/Miss P. P. Gambushe
Contact number:	(039) 7373107
SUPPLY:	Fish frozen
Quotation number:	ZNQ 265/2004/2005
Closing date:	2004-12-23
Closing time:	11:00
Contact person:	E. P. Lecheko/Miss P. P. Gambushe
Contact number:	(039) 7373107
Period of contract:	3 months
SUPPLY:	Bread
Quotation number:	ZNQ 267/2004/2005
Closing date:	2004-12-23
Closing time:	11:00
Contact person:	E. P. Lecheko/Miss P. P. Gambushe
Contact number:	(039) 7373107
Period of contract:	3 months
SUPPLY:	Frozen vegetable
Quotation number:	ZNQ 264/2004/2005
Closing date:	2004-12-23
Closing time:	11:00
Contact person:	E. P. Lecheko/Miss P. P. Gambushe
Contact number:	(039) 7373107
Period of contract:	3 months

Award of quotations

SERVICE:	Security services
Quotation number:	ZNQ 463/2004/2005
Contractor:	Mvimbeni Security Services
SUPPLY:	Rice
Quotation number:	ZNQ 313/2004/2005
Contractor:	Qaia Investment Holding
SUPPLY:	Processed item
Quotation number:	ZNQ 262/2004/2005
Contractor:	Matatiele Milk Depot
SUPPLY:	Full cream milk
Quotation number:	ZNQ 263/2004/2005
Contractor:	Matatiele Milk Depot

No. 1747, 2004

9 December 2004

DEPARTMENT OF TRANSPORT

Award of quotations

SUPPLY:	Geo-Technical Laboratory Equipment
Quotation number:	ZNQ 756/04 T
Contractor:	Dick King Lab Supplies
SUPPLY:	Summer Holiday Festive Period Promotional License Cardholders
Quotation number:	ZNQ 757/04 T
Contractor:	Key Connections Promotional Services (Sole Supplier)
SUPPLY:	Summer Holiday Festive Period Promotional Bumper Stickers and Crayons
Quotation number:	ZNQ 757/04 T
Contractor:	Techno Signs
SERVICE:	Interior and Exterior Painting of the New Cost Centre Offices in Dundee
Quotation number:	ZNQ 758/04 T
Contractor:	Mohamed Ismail Plumbing

No. 1748, 2004

9 December 2004

DEPARTMENT OF WORKS

ETHEKWINI REGION: MAYVILLE

Award of tender

SERVICE:

KwaZulu-Natal: Ndwedwe: Kwa Ngcolosi Clinica: Major upgrade and internal alterations

Tender number:

ZNT 2348 W

Contractor:

Impact Construction

No. 1749, 2004

9 December 2004

DEPARTMENT OF WORKS

SOUTHERN REGIONAL OFFICE

Invitation to tender

SERVICE:

Pietermaritzburg: Dunveria Secondary School: Repairs to Storm Damaged Barge Boards, Gutters, Gable Ends and Boundary Fence

Tender number:

ZNQ NO: PMBDO - 116/2004/2005

Closing date:

2004-12-17

Closing time:

11:00

Documents available from:

Department of Works, 10-18 Prince Alfred Street Extension, Pietermaritzburg

Contact person:

Mr David Mere, Tel.: (033) 3557100

Compulsory tender meeting:

Time:

09:00

Date:

2004-12-08

Venue:

Tenderers to meet Dunveria Secondary School

Contact person:

Mr David Mere, Tel.: (033) 3557100

SERVICE:

Harding: Department of Welfare: Supply and erect two Parkhome Offices at Harding Depot

Tender number:

ZNQ PMBDO 374/2004/2005

Closing date:

2004-12-20

Closing time:

11:00

Documents available from:

Department of Works, 10-18 Prince Alfred Street Extension, Pietermaritzburg

Contact person:

Mr F. George, Tel.: (033) 3557100

Compulsory tender meeting:

Time:

09:00

Date:

2004-12-13

Venue:

Tenderers to meet at site next to clinic and taxi rank in McKenzie Road, Harding

Contact person:

Mr F. George, Tel.: (033) 3557100

SERVICE:

Impendle: Department of Welfare: Supply and erect two Parkhome Offices at Impendle Depot

Tender number:

ZNQ PMBDO 375-2004/2005

Closing date:

2004-12-20

Closing time:

11:00

Documents available from:

Department of Works, 10-18 Prince Alfred Street Extension, Pietermaritzburg

Contact person:

Mr F. George, Tel.: (033) 3557100

Compulsory tender meeting:

Time:

09:00

Date:

2004-12-13

Venue:

Tenderers to meet at site next to the community hall at Impendle

Contact person:

Mr F. George, Tel.: (033) 3557100

SERVICE:

Department of Works: Port Shepstone District Office: Disabled Toilet and Parking Facilities and Minor Alterations to Building

Tender number:

ZNQ NO. 111/2004/2005 P/S

Closing date:

2004-12-17

Closing time:

11:00

Documents available from:

Department of Works District Office: 17 Andreassan Street, Port Shepstone on the First Floor Landing

Contact person:

Mr B. J. Zindela, Tel.: (039) 6822316

Compulsory tender meeting:

Time:

10:00

Date:

2004-12-09

Venue:

Tenderers to meet at Department of Works: Port Shepstone

Contact person:

Mr B. J. Zindela, Tel.: (039) 6822316

No. 1750, 2004

9 December 2004

DEPARTMENT OF HEALTH

ST APOLLINARIS HOSPITAL

QUOTATIONS ARE INVITED FOR THE UNDERMENTIONED REQUIREMENTS OF THE PROVINCIAL ADMINISTRATION OF
KWAZULU-NATAL

- (i) Quotations must be on the official quotation forms obtainable at:
St Apollinaris Hospital
Private Bag X206, Creighton, 3263
Telephone No.: (039) 8331045, Ext. 212, Fax No.: (039) 8331062
- (ii) Specifications may only be obtainable from St Apollinaris Hospital.
- (iii) Quotations may be put in the hospital tender box or posted to the above address and must be sealed.
- (iv) Envelopes should be marked for attention of Mrs B. P. Mthembu with quotation number and closing date stipulated.
- (v) Name and address of the contractor must be written at the back of the envelope.

SERVICE:	Security tender for three months
Quotation number:	ZNQ 345/2004
Closing date:	2004-12-21
Closing time:	11:00
Enquiries:	Prudence Mthembu, Tel.: (039) 8331045, Ext. 212

No. 1751, 2004

9 December 2004

DEPARTMENT OF HEALTH

HLABISA HOSPITAL

Award of quotations

SUPPLY:	1 x Pneumatic ventilator
Quotation number:	ZNQ 80-04/05
Contractor:	Drager Medical

SERVICE:	Renovation to residence bathrooms
Quotation number:	ZNQ 93-04/05
Contractor:	Sidlasonke MZO

SUPPLY:	Sutures and Ligatures
Quotation number:	ZNQ 81-04/05
Contractor:	Johnson & Johnson

SUPPLY:	NIBP Monitor
Quotation number:	ZNQ 25-04/05
Contractor:	Duomed cc

SUPPLY:	Multiparameter monitor x 3, ECG, NIBP and Pulse Oximeter (spo 2) monitor
Quotation number:	ZNQ 24-04/05
Contractor:	Medhold Medical

Cancellation of quotation

SUPPLY:	Wash Machine
Quotation number:	ZNQ 77-04/05

MUNISIPALE KENNISGEWINGS— IZAZISO ZIKAMASIPALA — MUNICIPAL NOTICES

No. 68, 2004

9 December 2004

CHAPTER 17**Manufacture, storage and sale of foodstuffs****KWADUKUZA MUNICIPALITY****BYLAWS RELATING TO THE MANUFACTURE, STORAGE AND SALE OF FOODSTUFFS**

THE KwaDukuza Municipality acting in terms of section 156(2) of the Constitution of the Republic of South Africa Act 1996, (Act 108 of 1996) read with section 13 of the Local Government Municipal Systems Act (Act No. 32 of 2000) hereby publishes the bylaws as set forth hereafter as bylaws made by the Municipality which bylaws will come into effect on the first day of the month following the date of publication hereof.

1. Definitions

For the purpose of these bylaws, unless the context otherwise indicates —

“authorised officer” means any of the undermentioned persons:

The Municipal Manager

The Environmental Health Officer

Any Health Inspector in the employ of the Municipality

Any other person specially authorised by resolution of the Municipality to perform the functions of a duly authorised officer under these bylaws;

“area” means the area of jurisdiction of the KwaDukuza Municipality;

“food” and “article of food” shall include any animal products, poultry, fish, fruit, vegetables, condiments, spices, bread, confectionery, beverages and any other article, product or thing other than a drug or water, but including ice, in any state, form or stage of preparation and however packed; which is intended or ordinarily used for human consumptions;

“handling” means the manufacture, preparation, conveyance, sale, delivery, storage, serving or any other contact;

“Municipality” means the KwaDukuza Municipal Council and includes the Mayor, Political Office Bearers, Political Structures, Municipal Manager and any Official who has delegated powers in terms of Section 59 of the Local Government Municipal Systems Act (Act No. 32 of 2000);

“Municipal Manager” means the person appointed in terms of Section 82 of the Local Government Municipal Structures Act 1998, (Act No. 117 of 1998);

“premises” means premises used for the carrying on of any business involving the handling of food.

2. Requirements of premises

No person shall carry on any business or occupation within the area involving the handling of food unless the following requirements are complied with:

- (1) The premises shall be constructed in accordance with and ventilated and lighted in the manner prescribed by the Municipality's Building Bylaws.
- (2) The walls of every kitchen, scullery and preparation room shall be glazed, tiled or otherwise treated to provide a light-coloured washable and impervious surface to a height of not less than 2 m from floor level.
- (3) The floor of every kitchen, scullery and preparation room having an internal area in excess of 14 m² shall be graded to an outside gully.
- (4) The walls of every room shall be constructed of brick, cement, concrete or other permanent substantial and impervious material approved by the Municipality.
- (5) The walls of every room shall be plastered and brought to a smooth finish and painted with a light-coloured washable paint or plastic finish or otherwise treated so that they have a smooth, light-coloured surface.
- (6) The minimum ceiling height of every room shall be 3m from floor level.
- (7) The floor of every room shall be constructed of concrete or other impervious material and rendered to a smooth finish.
- (8) Every room and storeroom shall have a ceiling or other approved means of preventing or, in the case of a warehouse, of adequately limiting the entry of dust from above.
- (9) There shall be provided on the same lot or stand as the premises and with adequate access thereto, a properly ventilated and rodent-proof storeroom having a floor area of not less than 9 m² and a ceiling height of not less than 2,6 m.
- (10) Every kitchen, scullery, preparation room or other room in which any food cleansing or washing-up operation is carried out shall be provided with an adequate and wholesome supply of hot and cold water laid over a double sink having an adequate draining surface or draining rack made of stainless steel.
- (11) Every sink or draining board shall be located at a distance of not less than 150 mm from a wall and provided with a splash screen rising to a height of not less than 150 mm above the top of the sink.
- (12) Every part of a wall within 600mm from any part of a sink or draining board shall be tiled with ceramic or other approved tiles to a height of not less than 1,4 m from floor level.
- (13) Means shall be provided for the innocuous and effective disposal of waste water.
- (14) No room in which food is handled shall communicate with any water closet, or urinal otherwise than through a passageway, lobby or other compartment which shall be separated by a door both from the said room and from the said water closet or urinal and shall be provided with two approved airbricks and with a window to the open air which can be opened to give an unobstructed aperture at least 0,09 m² in area.
- (15) Wash-hand basins provided with a wholesome supply of hot and cold water shall be installed at approved places in the ratio of one for every 15 persons or part thereof.
- (16) There shall be provided an adequate and wholesome supply of water effectively distributed.
- (17) All tables, other than tables at which persons consumes food or drink, and all other working surfaces or appliances with the exception of meat blocks, used in connection with the handling, preparation or conveying of food on the premises, shall be constructed of stainless steel or other approved material having similar non-absorbent properties and not table or other surface shall be used as aforesaid within 600 mm of any wall, unless that wall is tiled to a height of at least 1,4 m from the floor and for a distance extending at least 600 mm beyond each end or other extremity of the table, surface or appliance.

- (18) The surface of every yard, shall be suitably graded to a storm water drain and shall be paved with concrete or other durable and impervious material to an extent of at least 9 m² outside each entrance to or exit from the premises and where the area of a yard is less than 9 m² the whole surface thereof shall be paved as in this paragraph prescribed.
- (19) Where cooking is carried out on the premises there shall be provided immediately over every cooking stove, oven or similar apparatus a hood or canopy of adequate size having a flue at least 300mm in diameter, in addition to such mechanical device as the Municipality shall consider necessary in the circumstances, discharging to the atmosphere at such a height and in such a position or manner as is necessary to prevent the discharge there from constituting a nuisance or annoyance to the neighbourhood, provided that where the Municipality is satisfied that the purpose of ventilation will be effectively achieved thereby, a mechanical device may be provided instead of a hood or canopy as aforesaid.
- (20) Premises on which perishable foodstuffs are handled shall be equipped with adequate cold-room or refrigeration accommodation capable of being maintained at a temperature not exceeding 7.2°C.
- (21) There shall be provided a sufficient number of covered metal or other approved refuse receptacles which shall be kept in an enclosed and screened yard or area at the rear or side of the premises.
- (22) No part of the premises shall be used as living quarters or for sleeping purposes.
3. Premises in existence at the time of promulgation of these bylaws will not be required to conform with the provisions of bylaw 2 if they are considered by the Environmental Health Officer or the Chief Health Inspector to be satisfactory.
4. **Duties of persons carrying on or in control of a food handling business**
No person carrying on or in control of a food handling business shall —
 - (1) allow any part of such premises or any utensil, vessel, container, sack, basket or other receptacle, or any apparatus or machinery or other equipment and the appurtenances thereto or any table linen, towels, cloths or any vehicle used in such business to be otherwise than in a clean and sanitary condition and in good repair;
 - (2) have, keep, sell or supply on such premises any food or drink which is not sound and wholesome;
 - (3) use for or in connection with the containing, wrapping, covering or handling in any manner of food, and crockery, utensil, receptacle, container, paper, wrapping or other appliance or material which is, as the case may be, chipped, cracked or in any way damaged or not in a clean and sanitary condition;
 - (4) handle any unwrapped, cooked or prepared food otherwise than by the use of approved clean apparatus, instruments or material or in such manner that it comes into contact with the human hand; provided that this paragraph shall not apply —
 - (a) to the actual cooking or preparation of food, including all operations pertaining to the baking of bread so long as no individual operation is carried out by hand which could in the opinion of the Municipality equally well be carried out by means of some machine or appliance; or
 - (b) to the unloading of bread or any bakery product from the container in which it is placed for delivery or sale;
 - (5) provide, for the consumption of drinks, straws or other similar devices, which are not adequately protected from contamination;
 - (6) provide for human consumption any ice which has not been made on the premises or which has been used for any other purpose;
 - (7) fail to provide and maintain effective measures for the prevention, harbouring or breeding, and for the destruction of flies, cockroaches and other insects, rodents and other vermin;
 - (8) fail to protect effectively all food from contamination or from contact with dirt, dust, insects, rodents or other vermin or dogs and cats;
 - (9) otherwise than for the purpose of handling or delivering it to a purchaser, allow any perishable food or any other food liable to deterioration to be outside a refrigerator or cold-room maintained at a temperature of not more than 7°C, unless the said food is itself in some other manner so maintained, or unless it is being kept heated at a temperature of at least 66°C for sale for immediate consumption; provided that the foregoing requirements of this paragraph shall not apply to —
 - (a) any food which, for the avoidance of spoilage or other deterioration, is kept at room temperature for an approved period to allow it to cool;
 - (b) fruit or vegetables; or
 - (c) any other food as to which the Municipality is satisfied that it is not so susceptible to early deterioration as to render necessary its being kept at all times in a refrigerator;
 - (10) keep any article of wearing apparel elsewhere than in a change room or locker;
 - (11) fail to provide and maintain for the use of the employees engaged in the handling of foodstuffs and adequate supply of soap, nail brushes, disposable towels and a container for used towels;
 - (12) fail to provide for the use of the persons mentioned in paragraph (11) cleaned and sound overalls of a light coloured material or some approved protective apparel; fail to ensure that the same be worn by such persons when on duty; fail to ensure that such overalls are kept in a change room or locker when not being worn, or to have them maintained in a clean and sound condition;
 - (13) use any change room for any purpose other than of a change- or restroom for employees; provided that where more than 25 persons are employed on the premises, a change room may be used also as an eating room for employees if the area of unobstructed floor space is not less than 0.6 m² for every person using the room;
 - (14) where more than 25 persons of either sex or race are employed on the premises fail to provide for such persons of the same race a separate eating room having not less than 0.4 m² of floor space for each such person;
 - (15) sleep in any part of the premises where food is stored, prepared or consumed or to store any article of food in any bedroom or living room or elsewhere than in the approved part of the premises;
 - (16) whether by way of sale or otherwise part with the possession of, or convey through the street any article of food including read sold or for sale by retail, unless it is wrapped in its entirety with a clean sheet of paper (not being newspaper or other similar printed paper) or other wrapping of such quality and size as will preclude its contamination by or contact with any other object; provided that this shall not apply —
 - (a) to a licensed bakery from which in the course of wholesale business is delivered or conveyed bread or confectionery in the manner prescribed by bylaw 13;
 - (b) to the conveyance of meat in the course of wholesale business through the street, carried out in accordance with bylaw 28;
 - (c) to the supply of food for consumption on the premises; or
 - (d) to fruit, eggs or vegetables or any canned, bottled or other factory wrapped food.
 - (17) permit any person to stand, sit or recline —
 - (a) on a milk churn or can; or
 - (b) on any article of food;

- (18) keep any animal in, or permit any animal to be introduced into any part of the premises on which food is handled or stored; provided that this paragraph shall not apply to a guide-dog accompanying a blind person and attached to a leash;
- (19) display articles of food not individually wrapped excepting fruit or vegetables, in the window of a shop, unless an approved dustproof display case is provided for this purpose;
- (20) keep elsewhere than in a storeroom any food not on display for sale or any article or material not reasonably and immediately required or necessary for the conduct of business; provided that empty mineral water bottles and the cases therefore may be stored in any such other place and in such manner as may be approved;
- (21) stack or store bulk goods in such manner as to preclude the effective inspection thereof at all times;
- (22) keep, deposit, store, stack or display for sale outside any shop, storeroom or licensed premises any article of food;
- (23) store or display or expose for sale except in a dustproof case any unwrapped food.

5. Handling of food

The requirements prescribed in the succeeding paragraphs of the bylaw shall be observed by all persons engaged on the premises in work in, or in connection with any business or occupation involving the handling of food:

- (1) Clean personal clothing and clean sound overalls or other adequate protective apparel shall be worn by such persons whenever they are actually so engaged, and they shall maintain themselves at all times in a state of personal cleanliness.
- (2) All clothing, headgear and footwear shall be kept in a change room or locker when not in use.
- (3) The said persons shall immediately before beginning their work and immediately after any break therein liable to result in the contamination of their hands, and after every visit to a closet, latrine or urinal, wash and scrub their hands and fingernails with a nailbrush, soap and water.
- (4) No person who has handled raw fruit or vegetables or any other material liable to contaminate his hands, shall handle any other unwrapped food without first washing and scrubbing his hands with a nail brush, soap and water.
- (5) No person shall smoke or use tobacco in any manner whatsoever in any part of the premises whilst actually engaged in the handling of food.

6. Prohibition of employment of certain persons

- (1) No person shall be employed in any business or occupation or in any premises in which food is handled unless such person has been examined by a Medical Practitioner at the cost of the employer and has been certified to be free from any notifiable infectious or contagious disease. The Environmental Health Officer may require any person employed or engaged in the handling of food to be re-examined on such occasions, as he may deem necessary.
- (2) No person engaged or employed in the business of handling food may handle food while suffering from any illness or injury likely to contaminate it.
- (3) The provisions of this bylaw shall apply to any person engaged, whether as employer or employee, in the carrying on of the business or occupation of the handling of food.
- (4) The Environmental Health Officer shall be entitled, for the purpose of these bylaws, to take or order to be taken from any person as referred to herein such nasal, throat, or other swab, or such blood or other specimen or X-ray, as he may deem necessary.

7. General provisions

- (1) It shall be an offence to spit on the premises.
- (2) On every vehicle used in connection with the business or undertaking involving the handling of food, there shall appear in a conspicuous position the name and address of that undertaking.
- (3) It shall be an offence for any member of the general public or any person not connected with the business being carried on, on food handling premises, to touch any unwrapped food except, food which he has purchased or selected for purchase or raw fruit and vegetables, provided this sub-bylaw shall not apply to the Environmental Health Officer or any Health Inspector examining the food in the course of his duty.

SPECIAL PROVISIONS IN REGARD TO SPECIFIED TRADES

Manufacture and preparation of mineral and aerated waters and other drinks

For the purpose of these bylaws the definitions in the preceding bylaws shall be operative so far as is practicable and, in addition, unless the context indicates otherwise —

“mineral or aerated water manufacturer” means any person carrying on the business of manufacturing mineral or aerated waters or other drinks;

“mineral or aerated waters” means syrups, squashes, carbonate and other beverages, and shall include malt, spirituous liquors and wines; and

“premises” means the portion of the premises used in the manufacture of mineral or aerated waters and shall include all wash-up and sterilising rooms.

9. Requirements of premises

In respect of any premises to which these bylaws apply the requirements prescribed in the succeeding paragraphs shall be complied with in addition to the requirements of bylaw 2 to 8, both inclusive.

- (1) There shall be provided separate apartments to be used respectively as a syrup room, a fruit juice room and a bottling preparation room, a washing room and in addition thereto adequate store room and change room accommodation shall be provided.
- (2) There shall be provided to the satisfaction of the Environmental Health Officer, suitable apparatus for the automatic mechanical washing and sterilising of bottles.
- (3) Only stencilled or embossed or other approved bottles shall be used.
- (4) The provisions of bylaw 2(10) of these bylaws shall *mutatis mutandis* apply.
- (5) Bylaw 4 of these bylaws shall apply *mutatis mutandis* and such change room shall not communicate directly with the premises.

10. Bakeries

For the purpose of these bylaws the definitions in the preceding, bylaws shall be operative so far as applicable and, in addition, unless the context indicates otherwise —

“baker” shall mean any person who carries on the business of manufacturing bakery products as hereinafter defined;

“bakery products” shall include bread, rolls, pies, biscuits, cakes, fancy cakes, tarts, confectionery, sweets and similar products;

“bake house” shall mean the portion of a bakery which is used for the baking or manufacture of bakery products;

“premises” or “bakery” shall mean the premises or any part thereof on or in connection with which the business of a baker is carried on.

11. Requirements for premises

In respect of any premises to which these bylaws apply the requirements prescribed in the succeeding paragraphs of this bylaw shall be complied with —

- (1) There shall be provided separate apartments to be used respectively as a bake house and as a room for the washing up of utensils, and in addition thereto adequate store room and change room accommodation shall be provided.
- (2) Adequate ventilation shall be provided for the effective removal from the bake house of fumes and hot air and for their innocuous discharge into the atmosphere.
- (3) The furnace or ash pit doors or apertures of coal-fired or similar ovens shall be situated outside the bake house and at least 3m from the nearest part of any door or window serving the bake house or any store room.
- (4) The provisions of bylaw 2(10) of these bylaws shall apply *mutatis mutandis*.
- (5) Bylaw 4 of these bylaws shall apply *mutatis mutandis* and such change rooms may not directly communicate with the bake house.
- (6) Adequate apparatus shall be provided for the steam cleaning of metal racks, trays and utensils, and it shall be installed in a separate bay of the washing-up room or in some other equally suitable place.
- (7) Separate storerooms shall be provided respectively for raw materials for, and products of, baking.
- (8) The process of kneading shall only be carried out in readily moveable mechanical kneading troughs.

12. Delivery requirements

The requirements prescribed in the succeeding paragraphs of this bylaw shall be observed in respect of every bakery product when delivered or conveyed from a bakery.

- (1) The bakery product shall be placed in an approved dustproof container and covered with a clean cloth or other approved material in such a manner as will be effective to protect it from contamination unless in the case of bread each individual loaf is separately wrapped in paper or other suitable material.
- (2) No container as referred to in paragraph (1) or bakery products may be placed on the floor of any premises or vehicle or on the ground without the inter-position of a metal stand so constructed and arranged that no part of the said container is nearer than 100mm to the floor or ground.
- (3) No person shall be or remain in any part of a vehicle used for the delivery of bakery products save for the purpose of unloading, loading or cleaning it, and the door of such vehicle shall not be or remain open except so far as is absolutely necessary for loading, unloading or cleaning.
- (4) No container containing any bakery product shall be placed elsewhere in a vehicle other than in such approved part thereof as is intended and designed for that purpose, and no bakery product shall be conveyed in a vehicle for delivery unless it is in an approved container or unless, in the case of bread, each loaf is individually wrapped.
- (5) No bakery product shall be removed from the container in which it was placed in terms of paragraph (1) until it is delivered.

13. Caps

In addition to complying with the requirements prescribed in bylaw 5(12) of these bylaws, all persons engaged in the handling of raw materials for, or the products of, baking shall wear such a cap as completely covers the hair of the head and persons engaged in the handling of dough shall wear an apron of non-absorbent material.

14. Mixing machines

Every baker shall ensure that all dough, batter or paste is mixed in and by means of proper and suitable mixing machines; provided that this bylaw shall not apply to any person who mixes any batter or paste of a quantity not exceeding 4,536 kg in mass and prepared in a proper and suitable mixing utensil for confectionery purposes only.

15. Sale of bakery products in the area

- (1) No person shall knowingly introduce into, or sell or distribute within the area any bakery products which were not made or manufactured in a bakery or a provision factory which had been licensed or otherwise approved; provided that this paragraph shall not apply in respect of any bakery products made by a person in a private dwelling house for sale at a cake sale or fête for charitable purposes.
- (2) In a prosecution for an alleged contravention of paragraph (1) the onus shall lie on the defendant of proving that the articles in question were manufactured in a licensed provision factory, or if they were not, that he did not know, and could not by the exercise of reasonable diligence have discovered that fact.

16. Restaurants and tearooms

For the purpose of these bylaws the definitions in the preceding bylaws shall be operative so far as applicable and in addition, unless the context indicates otherwise —

“restaurants” shall mean premises on which any article of food or drink is served, sold or supplied for consumption whether on or off the premises and shall include Tearooms and Eating Houses;

“premises” shall mean the premises on which the business of a restaurant is carried on.

17. Requirements of premises

No person shall carry on in or upon any premises the business of a restaurant unless the requirements, prescribed by the succeeding paragraphs of this bylaw, so far as respectively applicable thereto are complied with —

- (1) There shall be provided for the preparation of food or drink in every restaurant a room or area of at least 14 m² provided that the requirements of this paragraph may be applied to existing premises as to which the Municipality is satisfied that the application of the said requirements in whole or in part is essential in the interests of public health, after 12 months' written notice
- (2) The sink as required in terms of bylaw 2(10) of these bylaws shall be a double compartment sink of stainless steel, each compartment having a minimum depth of 200 mm and a minimum capacity of 9l, and where the Municipality deems necessary, an approved pot-washing sink shall also be installed on the premises.
- (3) In the case of restaurants, toilet accommodation reasonably accessible, clearly marked for the separate sexes and provided with adequate natural and artificial lighting shall be made available for the use of customers.
- (4) The surface of every tabletop and counter shall be of an impermeable and washable material.
- (5) In addition to the provisions of bylaw 5(12) of these bylaws, all persons actually engaged in the cooking and preparation of food shall wear a cap which completely covers the hair, is in a clean and sound condition and is made of light-coloured material and it shall be the duty of the person in control of the business to provide the said caps.

18. Hotels, boarding and lodging houses

For the purpose of these bylaws the definitions of the preceding bylaws shall be operative so far as applicable and, in addition, unless the context

indicates otherwise, the word "hotel" means and includes hotels, private hotels, boarding houses, lodging houses and in every case any annex thereto where board and lodging is provided for consideration.

19. Requirements for premises

No person shall carry on the business of a hotel unless the conditions prescribed by the succeeding paragraphs of this bylaw are complied with:

- (1) Where the number of guests which may be accommodated in a hotel in terms of any law does not exceed sixteen at least two bathrooms shall be provided for guests, one of which shall be reserved for women and children and one reserved for men. Where the number of guests as aforesaid exceeds sixteen, or part of that number, for each sex one bathroom or shower compartment; provided that not more than fifty per cent of the total bathing accommodation so provided shall consist of separate shower compartments.
- (2) There shall be provided separately for male and female staff one toilet and one bathroom and shower cubicle for the first ten persons or part of that number of each sex and for every additional fifteen employees of each sex or part of that number, an additional toilet and bathroom and shower cubicle.
- (3) No two or more bathrooms, shower compartments or water closets shall be served by a common entrance unless they are all reserved for the same sex.
- (4) Every bathroom and shower compartment shall be kept at all times supplied with hot and cold water.
- (5) Where the number of guests which may be accommodated in an hotel in terms of any Act exceeds eight, there shall be provided in addition to the dining-room a lounge adequate in size and suitably furnished and equipped; provided that this paragraph shall not apply to a lodging house.
- (6) The premises and all furniture fittings, appliances, curtains, coverings, drapings and other soft furnishings, table linen, bed linen and other bedding, towels and cloths of any kind therein shall be kept at all times in a clean and sanitary condition and in good repair.
- (7) No article of bed linen and no towel or serviette may be provided for the use of a guest which has been used by any other person since it was last laundered.
- (8) No bed linen, table linen, towels, blankets or other articles and no overalls or other similar wearing apparel used in the hotel shall be washed or laundered elsewhere than in a licensed laundry or in a separate place on the hotel premises, reserved for that purpose, in which equivalent facilities are provided.

20. Meat

Definitions

For the purpose of these bylaws the definitions in the preceding bylaws shall be operative as far as applicable and unless the context indicates otherwise —

"animal" shall include every bull, ox, bullock, cow, heifer, steer, calf, sheep, lamb, goat, pig, rabbit or other quadruped commonly used for the food of man;

"butcher" shall mean a person carrying on the business of selling meat in wholesale quantities, offering or exposing meat for sale by retail in a shop or fixed place, or by offering meat for sale or delivery from some other place;

"butcher shop" shall mean any premises used for the purpose of such business;

"meat" shall include the flesh or offal of any bull, ox, bullock, cow, heifer, steer, calf, sheep, lamb, goat, pig, rabbit or other quadruped as well as poultry intended for human consumption, sausages and polony, but shall not include canned meats, potted meats or dried meat or biltong.

21. Import of meat for own consumption

The provisions of the succeeding bylaw shall not apply to any person introducing into the area meat, including game, which is personally conveyed by himself or his servant, for his own consumption and that of his household.

22. Requirements for premises

No person shall carry on in or upon any premises the business of a butcher's shop unless —

- (1) there is provided a room in which the meat is exposed for sale and sold;
- (2) the total area of windows and openings of the room referred to in paragraph (1) is equal to not less than one-fifth of the floor area of such room;
- (3) the inner walls are glazed or tiled with glass bricks or glazed tiles or other approved material to a height of 1.98 m and all other wall surfaces are plastered with cement plaster and the surface brought to a smooth finish and painted with a light-coloured enamel paint;
- (4) the surfaces of all shelves, window sills and window cases are of a smooth, hard and impervious material;
- (5) excepting such as are portions of a cold storage apparatus, the tops of counters or tables on which meat is prepared or handled are made of stainless steel which are supported on solid impervious piers so constructed as to afford a clear view from back to front or which are of the pedestal type.

23. Duties of trader

No person carrying on the business of a butcher's shop shall —

- (1) keep or cause or permit to be kept in or on his butcher's shop any uncleansed offal, except in a fly proof structure not forming part of the shop or storeroom;
- (2) store, handle or prepare or cause or permit to be stored, handled or prepared any meat or meat products elsewhere than in the shop or cool chamber;
- (3) store, keep or accumulate or cause or permit to be stored, kept or accumulated in the shop any article, thing or matter not required or necessary for the proper conduct of the business.

24. Overall for person employed in conveyance of meat

No butcher's employee or other person employed in the conveyance of meat to a butcher's shop shall fail to wear a clean, properly hooded, washable overall when conveying meat and no butcher shall permit his employee to convey meat unless so clad.

25. Wrapping of meat

No butcher or butcher's employee or other person engaged in the retail conveyance or purveying of meat products shall fail to convey or purvey such meat products in a double wrapping, the internal wrapping of which shall be of such quality or size as will preclude possible contamination of the meat or meat products so conveyed or purveyed and no butcher shall permit his employees to convey or purvey meat or meat products unless wrapped in such a manner.

26. Transport of meat

No person shall in the process of loading, unloading or transporting meat cause or permit any liquids or dripping there from to escape on to any road, pavement or yard adjoining the pavement, or any other approaches to a butcher's premises.

27. No contact between offal and other meat

- (1) No person shall convey any offal in any vehicle containing any other meat, unless such offal be placed in a separate clean box or a separate clean compartment of such vehicle so as effectively to prevent any contact between such offal and such other meat.
- (2) For the purposes of this bylaw the term "meat" shall not include offal and the term "offal" shall not include heads and feet which have been skinned and cleaned and dressed as tripe.

28. Fish friers and fishmongers

No person shall carry on in any premises the trade or business of a fishfrier or fishmonger unless the following requirements are complied with:

- (1) There shall be provided and maintained solely for the purpose a kitchen, scullery or preparation room for the cleaning and scaling of fish.
- (2) An ice box, refrigerator or cooling room lined with an impervious material shall be provided for the storage of fish.
- (3) The tops of tables or counters shall be constructed of marble slab, or other impervious and washable material.
- (4) There shall be provided a suitable and sufficient metal fish scaling box placed so as to catch all refuse and drippings produced during the cleaning and dressing of fish.
- (5) All trade refuse shall be placed at once in a covered metal receptacle and removed from premises at least once every twenty-four hours.

29. Every fish frier shall provide and use suitable means for preventing offensive smells by effectively controlling the oil temperature or the provision of adequate means for the innocuous disposal of fumes given off from the frying apparatus.**30. No person shall store on the premises any boxes used for the transporting of fish.****31. No person shall carry on the business of a fishmonger in or upon any premises upon which any other business or occupation is carried on except in a section having a minimum floor area of not less than 9m² reasonably separated by a partition of impervious material from the remainder thereof and maintained solely for the purpose.****32. Seizure and condemnation of foodstuffs**

The Environmental Health Officer or any Health Inspector or any other duly authorised officer of the Municipality may, at any reasonable time as often as he may deem necessary, enter any premises on which any article of food or drink is manufactured, prepared, stored, kept, handled, exposed for sale or sold, for the purpose of inspecting and examining —

- (a) any article of food or drink on such premises;
- (b) any ingredient used on such premises in the manufacture or preparation of any article of food or drink;
- (c) any machinery, utensil, vessel, receptacle, implement, appliance or other thing by means of or in which any food or drink intended for sale for human consumption is manufactured, prepared, stored or kept or any vehicle or the like in which any food is conveyed or delivered in;
- (d) subject to the provisions of section 101 of the Local Government Municipal Systems Act 2000 (Act No. 32 of 2000) the premises.

33. The Environmental Health Officer or any Health Inspector or any other duly authorised officer of the Municipality may demand, on tender of payment therefore, from the occupier or person in charge of any premises on which any article of food or drink is manufactured, prepared, stored, kept, handled, sold or exposed for sale, a sample or samples of any such articles of food or drink.**34. The Environmental Health Officer or any Health Inspector or any other duly authorised officer of the Municipality may, on making an inspection or examination of any article of food or drink on any premises cut into or open any article, container or package of food or drink.****35. If, after inspection and examination, it appears to any such Environmental Health Officer or other duly authorised officer of the Municipality that such article of food or drink or sample thereof is diseased, unsound, unwholesome or otherwise unfit for human consumption, he may seize and take possession of such article and may prohibit the occupier or person in possession or in charge of such article from selling or disposing of any article of food or drink, then upon his premises and of the same nature as that seized, for a reasonable time to allow of the examination of such article by the Environmental Health Officer.****36. If, after examination, the Environmental Health Officer is satisfied that any such article of food or drink is so diseased or unsound or unwholesome that it is unfit for human consumption he may order such article to be destroyed, and may order all articles of food or drink of the same nature found on such premises to be seized and examined and if, after examination, all or any of such articles of food or drink are found to be unfit for human consumption he may, by a certificate under his hand, order them to be destroyed; provided that the Environmental Health Officer, may in place of ordering any article of food or drink to be destroyed under this bylaw, permit such treatment, at the owner's risk, as may render such article fit for human consumption.****37. Sale of food from a vehicle**

No person shall use any vehicle (other than a bicycle) for the sale of food therefrom except under the written permission of the Environmental Health Officer or Health Inspector, which permission the Environmental Health Officer or Health Inspector may grant (subject to such conditions or restrictions as they may determine) or refuse.

38. Every vehicle intended for the conveyance of perishable food for sale shall —

- (i) be designed for the purpose for which it is to be used;
- (ii) be constructed of non-absorbent material;
- (iii) have the name and address of the owner of the vehicle and the name of the perishable food contained therein and the address of the premises at which the perishable food conveyed in such a vehicle is stored or prepared marked on the vehicle;
- (iv) be so constructed that it can be easily cleaned;
- (v) be provided to the satisfaction of the Environmental Health Officer or Health Inspector with protection from contamination by dust, vermin or other cause. For the purpose of this bylaw perishable food shall be packed in a sealed wrapping or container at the premises referred to in bylaw 42.

39. The owner of any vehicle intended for the conveyance of perishable food shall specify in writing to the Environmental Health Officer or Health Inspector —

- (i) the place at which such vehicle is to be kept when not in use; and
- (ii) the premises at which the perishable food conveyed in and sold from such vehicle is being prepared.

No vehicle shall, when not in use, be kept at a place other than the place so specified and no perishable food shall be conveyed in or sold from the vehicle unless it is prepared at the premises so specified.

40. Whenever, in the opinion of the Environmental Health Officer or Health inspector, any vehicle in respect of which permission has been granted, ceases to conform to the requirements of this bylaw, or whenever the owner of any vehicle intended for the conveyance of perishable food fails to comply with the requirements of these bylaws, or any conditions or restrictions imposed by the Environmental Health Officer or Health inspector in regard to such vehicle or the sale of food therefrom the Environmental Health Officer or Health inspector may, after notice to the owner of the vehicle, revoke such permission.

41. Offences and penalties

Any person who contravenes any provision of these bylaws or who fails to comply with the requirements thereof shall be guilty of an offence and upon conviction shall be liable to the fines determined by a Chief Magistrate of the Magistrate's Court with jurisdiction in the area in which the offence has been committed or imprisonment as determined by a competent court.

42. Repeal of bylaws

All Municipal Bylaws, and amendments thereto, relating to Manufacture, storage and sale of foodstuffs made by the local authorities of Nkwazi/Zinkwazi Beach Transitional Local Council, KwaDukuza/Stanger Transitional Local Council and Dolphin Coast Transitional Local Council, disestablished in terms of Provincial Notice No. 345 of 2000 in terms of section 12 of the Local Government: Municipal Structures Act, 1998: Establishment of Municipalities 9DC 29, KZ 291, KZ 292, KZ 293, KZ 294) as published on 19 September 2000, are hereby repealed.

No. 69, 2004

9 December 2004

CHAPTER 18**Markets****KWADUKUZA MUNICIPALITY****BYLAWS RELATING TO MARKETS**

THE KwaDukuza Municipality, acting in terms of section 156(2) of the Constitution of the Republic of South Africa Act 1996, (Act 108 of 1996) read with section 13 of the Local Government Municipal Systems Act (Act No. 32 of 2000) hereby publishes the bylaws as set forth hereafter as bylaws made by the Municipality which bylaws will come into effect on the first day of the month following the date of publication hereof.

Definitions

In these Bylaws, unless the context otherwise indicate —

"municipality" means the KwaDukuza Municipal Council and includes the Mayor, Political Office Bearers, Political Structures, Municipal Manager and any Official who has delegated powers in terms of Section 59 of the Local Government Municipal Systems Act (Act No. 32 of 2000);

"market" means the Market situated on Lot 473, Stanger Township; or on such other land as may be decided to be used as a market from time to time;

"market supervisor" means the person appointed by the Municipality to act as such, and who shall so act, or his duly authorised representative or representatives.

PART I**STALLS AND STANDS****1. Definitions**

In the part of these bylaws, unless the context otherwise indicates —

"article" means produce, meat, game, poultry, goods or anything whatsoever brought to the market for sale and offered for sale;

"stall-holder" means the holder of a permit to occupy a stall or stand in the market issued to him by the Municipality in terms of these bylaws;

"Trading Licence" means a licence or permit issued in terms of the Businesses Act 1991 (Act No. 71 of 1991), as amended.

2. Permission to occupy a stall or stand in the market

(1) Subject to the provisions of Section 22 of the Constitution of the Republic of South Africa Act 1996 (Act 108 of 1996) no person shall occupy a stall or stand in the market or sell any goods or carry on any business, trade or occupation from any stall or stand except under the authority of the written permission of the Municipality granted in terms of these bylaws.

(2) The permit issued by the Municipality in terms of sub-bylaws (1) shall show the name of the stall-holder and the number of the stall or stand to which it relates.

3. Sale of right to occupy vacant stall or stand in the market

(1) Whenever a stall or stand in the Market is or becomes vacant, the Municipality shall sell the right to occupy such a stall or stand either by public action or public tender.

(2) The Municipality shall give at least 14 days notice of the intention to sell the right to occupy a vacant stall or stand by advertisement on a approved municipal notice board in KwaDukuza and shall in such notice specify the prescribed upset bonus for the stall or stand, and, in the case of a sale by public auction, the time, date and place of sale.

(3) Subject to the Municipality's Policies on Economic Development of Previously Disadvantaged Individuals or Groups of Individuals or Business Entities the Municipality shall issue a permit in the prescribed form to the highest bidder in the case of a sale by public auction or to the person offering the highest price in the case of a sale by public tender.

4. Transfer of stall or stand

(1) No stall-holder shall sub-let, assign or transfer his rights to occupy any stall or stand in the market without the written authority of the Municipality, which authority the Municipality may grant or refuse, at its sole discretion.

(2) Application for the transfer of a stall or stand shall be made to the Municipality by the stall-holder and shall be accompanied by the transfer fee prescribed in the Municipality Tariff of Charges.

(3) upon the grant of such application the Municipality shall issue a permit in the prescribed form to the person to whom the stall is sub-let, assigned or transferred. Such permit shall be conditional upon the issue to the permit holder of the appropriate trading licence and shall be subject to any condition or restriction imposed by such licence and to the provisions of these bylaws.

(4) Where the application for the transfer of a stall or stand is refused, the transfer fee paid in terms of sub-bylaw (2) shall be refunded.

5. Period of validity of permit

(1) Every permit issued in terms of bylaws (3) and (4) of these bylaws shall be valid for an indefinite period, provided that the right to occupy may be terminated by the Municipality or the permit holder on one month's notice in writing.

(2) The Municipality may on one week's notice in writing to the stall-holder cancel the permit issued to him, should the stall-holder —

(i) be convicted twice within any period of three years of a contravention of these bylaws;

(ii) die or be declared of unsound mind by a competent court;

(iii) have his estate sequestered as insolvent;

(iv) be 30 days in arrears with the payment of the prescribed monthly fees in respect of the stall or stand occupied by him;

(v) disregard any lawful direction given to him by the market master.

- (3) Except as otherwise provided in Bylaw 4(4) the stall-holder shall not, upon the termination of his right to occupy a stall or stand at the market in terms of sub-bylaws (1) and (2) be entitled to a refund of any bonus or fee paid by him in terms of these Bylaws.

6. Payment of fees

- (1) Every stall-holder shall pay to the Chief Financial Officer of the Municipality the fees prescribed in the Municipality Tariff of Charges on or before the 7th day of each calendar month in advance.
- (2) The person to whom any receipt for payment in terms of section 6(1) hereof is issued shall retain it for the period such validity and shall, when requested to do so during that period, produce such receipt for the purpose of inspection by the Market Master, or any person appointed by him for that purpose, or any police officer.

7. Prohibited Acts

No stall-holder shall —

- (a) within the Market sell or offer or expose for sale any goods other than goods which he is authorised by his permit to sell;
- (b) make, cause or permit any structural alteration to be made to the stall or stand occupied by him without the prior written approval of the Municipality.

8. Duties of stall-holders

Every stall-holder shall —

- (a) keep his stall or stand and all fittings and utensils clean and in good order to the satisfaction of the Market Master;
- (b) when cutting meat, fish, poultry or game, have a watertight vessel with a lid wherein to put the offal;
- (c) keep all articles intended for sale by him either on tables or in receptacles approved by the Market master;
- (d) personally supervise the business carried on by him and shall not, save with the written permission of the Municipality, appoint or permit any other person to supervise and carry on the said business on his behalf;
- (e) if his goods are left in the Market after the closing hour, so arrange his goods that the floor of the Market can be properly flushed, washed and cleaned;
- (f) display in a prominent position in the stall or stand the permit issued to him in terms of Bylaws (2) (3) or (4).

PART II

INFORMAL TRADERS SECTION

1. Definitions

In this part of these bylaws, unless the context otherwise indicated —

“Agricultural Produce” or “Products” means anything grown on a farm or garden for human consumption and includes flowers;

“closing hour” means not later than 1 p.m. on Mondays to Saturdays, both days inclusive;

“Informal Traders’ Section” means that section of the Market set-aside by the Municipality for occupation by Informal Traders who are plot holders;

“opening hour” means 5.30am on Mondays to Saturdays, both days inclusive;

“plot” means any space allotted by the Market Master to any person for the purpose of selling agricultural produce therefrom;

“plot-holder” means the authorised occupier of any plot in the Informal Traders’ Section;

2. Sections of Informal Traders’ Section

- (1) The Market Master may, from time to time, with the approval of the Municipality, divide the informal traders’ section in sub-sections for the sale of different classes of produce.
- (2) No produce may be sold from any section or sub-section other than the class of produce for which that section or sub-section has been set aside.

3. Occupation of plots

- (1) No person shall become a plot-holder and entitled to occupy a plot in any section unless he shall —
- (a) have made application to the Market Master for the occupation of such plot;
- (b) have obtained the Market Master’s consent to such occupation and to the selling from such plot of agricultural produce; and
- (c) have paid in advance each day, in respect of each of such occupation the prescribed fee and have obtained a receipt from the Market master for such payment.
- (2) No person shall occupy any plot in the Market other than the plot allotted to him by the Market Master.
- (3) Every plot-holder shall pay daily in advance for the stand the fee prescribed in the Tariff of Charges.
- (4) Every plot-holder shall be in personal attendance and shall personally supervise the business carried on his plot during the hours when sales take place.
- (5) Every plot-holder shall at all time keep his plot clean and tidy to the satisfaction of the Market Master.
- (6) Every plot-holder shall confine his business to the limits of his plot.

4. No plot-holder shall construct any fixtures or erect any structures on his plot.

5. Closing Hour

At closing hour a warning bell will be rung, after which no further sales shall take place in the Informal Traders’ Section, and all plot-holders shall forthwith remove all unsold goods from the Market.

6. Fees and Production of receipts

All fees payable in terms of this part of these bylaws shall be paid to the officials appointed for that purpose by the Market Master, who shall issue receipts on his behalf in exchange for the fees received. The person to whom any such receipt is issued shall retain it for a period of its validity and shall, when required to do so during that period, produce such receipt for the purpose of inspection by the Market Master, or any person appointed by him for that purpose, or any police officer.

PART III

GENERAL

1. Definitions

In this part of these bylaws, unless the context otherwise indicates —

"Stall-holder" means the holder of a permit to occupy a stall or stand in the market issued to him by the Municipality in terms of these bylaws and a plot-holder as defined in Part II of these bylaws.

2. **Duties of stall-holder**
Every stall-holder shall —
 - (a) place all refuse and sweepings from his stall or stand and or plot in the receptacles provided by the Municipality for such purpose; and
 - (b) dispose of all liquid waste from his stall or stand or plot in the drains provided for that purpose.
3. **Prohibited Acts**
No stall-holder shall —
 - (a) place any article or goods upon or project any article over any path or passage in the Market;
 - (b) attach any article or goods to the rafters above the stall or stand or plot or place any article or goods above the ceiling of such stall, stand or plot;
 - (c) sell any goods by public auction within the Market;
 - (d) carry on or attempt to carry on any business within the market outside the limits of the stall, stand or plot occupied by him; and
 - (e) sell expose or offer for sale any offal in the Market without the written authority of the Municipality and except from a stall set aside for the sale thereof.
4. **Conduct of persons within the Market**
 - (1) No person shall within the Market —
 - (a) directly or indirectly molest, importune, solicit from or interfere with any person or tout, shout or call for customer or cause annoyance or discomfort to persons using the market;
 - (b) cause any disturbance or use any offensive, obscene, injurious or unbecoming language;
 - (c) wash or clean vegetables, produce or any other article except in the sink provided for such purpose;
 - (d) improperly use or waste water or damage or deface or foul or misuse any part of the Market or any convenience therein or adjacent thereto;
 - (e) deposit or throw on the floor of the Market or entrance or any steps leading thereto any refuse, fruit peel or other vegetable substance;
 - (f) interfere with or obstruct any employee of the Municipality in the execution of his duty
 - (2) No person suffering from any contagious disease shall enter or remain in the Market.
 - (3) No person under the influence of liquor and no beggar shall enter the Market or remain therein after being required by the Market Master or any policeman to remove himself therefrom.
 - (4) No person shall expectorate or urinate in or about the Market, except in those places provided for those purposes.
 - (5) No person shall take in the Market any dog or other living animal other than his poultry, birds, rabbits or guinea pigs intended for sale.
5. **Vehicles**
 - (1) No person shall take into the Market any vehicle other than a vehicle bringing goods to the Market for sale therein or a hand barrow.
 - (2) No person shall take into the Market any vehicle or hand barrow the wheels of which are not fitted with rubber tyres.
 - (3)
 - (a) every person in charge of a vehicle which enters the Market for the purpose of conveying goods for sale therein shall unload such vehicle without delay, and forthwith remove the same from the Market.
 - (b) where goods are being off-loaded from a vehicle in the vicinity of the entrance to the Market, the person in charge thereof shall, upon arrival, forthwith unload the vehicle and shall not, for a longer period than may be necessary for that purpose, leave the vehicle stationary in the vicinity of the Market entrance.
 - (4) No person shall drive or take or cause or suffer to be driven or taken, any vehicle into the Market at a speed in excess of 8 km per hour.
6. **Entrance and exit to Market**
The Municipality shall from time to time appoint and mark clearly which gate or gates shall be used as an entrance or entrances and which gate or gates as exit or exits. No person shall drive or take or cause or suffer to be driven or taken any vehicles into the Market through a gate marked "out", and no person shall drive or take or cause or suffer to be driven or take any vehicle out of the Market through a gate marked "in".
7. **Opening and closing hours**
 - (1) The Market, with the exception of the Informal Traders' section shall remain open during such hours of every day, as prescribed by the Municipality.
 - (2) Notice of the opening and closing hours fixed by the Municipality in terms of sub-bylaws (1) shall be posted on the notice board by the Market Master.
 - (3) Every stall-holder shall leave the Market not later than 5 minutes after the closing hour fixed in terms of sub-bylaw (1).
 - (4) The Informal Traders' section as defined in Part II of these bylaws, shall remain open every day except Sundays and public holidays referred to in the Second Schedule of the Public Holidays Act, 1952 (Act No. 5 of 1952), between the opening hour and closing hour as defined in Part II of these bylaws.
 - (5) Except as provided in sub-bylaw (3), no person shall, without the authority of the Market Master enter or remain in the Market during the period the Market is closed.
8. **Powers of Market Master**
 - (1) The Market Master may —
 - (a) with the consent of the Municipality, divide the Market into sections for the sale of different classes of articles and may direct that any particular article or class of article shall be sold only in the section set aside for the sale thereof;
 - (b) inspect or cause to be inspected any article of food exposed for sale on the Market in order to ascertain whether it is clean, wholesome, sound and free from disease, infection or contamination, or is found and destroy the same;
 - (c) if he is of the opinion that danger from fire exists, because of the excessive quantity or the inflammable nature of the goods stored on any stall or stand or because of the manner in which goods are stored in any stall or stand, require the stall-holder to reduce the quantity of such goods or to remove the inflammable goods from the stall or to take such other steps as may be necessary to remove the danger from fire.
 - (2) The owner of any article seized, condemned and destroyed in terms of sub-bylaw (1)(b) shall not be entitled to any compensation therefore.
 - (3) Any stall-holder who fails to comply with the directive of the Market Master issued in terms of sub-bylaws (1)(c) within seven days of receipt of a written notice conveying such directive shall be guilty of an offence.

9. Municipality not liable for loss or damage

The Municipality shall not be responsible for the loss or damage by fire, flood, theft or from any other cause of any goods the property of any stall-holder in the Market.

10. Sale of poultry

Live poultry shall only be sold in the Market from crates, pens or baskets which are approved by the Market Master and which contain a suitable drinking vessel with a sufficient supply of clean water.

11. Notices

The Market Master may post all notices relating to the closing and opening of the Market, or any matter affecting the Market on a notice board, in a prominent position in the Market, and such posting shall be deemed to be sufficient notice of any such matter to all stall-holders or other persons concerned.

12. Settlement of disputes

Any question or dispute arising in respect of any matter not provided for in these bylaws shall be decided by the market Master. Any person aggrieved by such decision may appeal in writing within fourteen (14) days to the Municipality whose decision shall be final.

13. Offences and penalties

Any person who contravenes any provision of these bylaws shall be guilty of an offence and upon conviction be liable to such penalty as may be prescribed by a Magistrate of a Magistrate's Court with jurisdiction in the area in which the market is situated.

14. Repeal of bylaws

All Municipal Bylaws, and amendments thereto, relating to Markets made by the local authorities of Nkwazi/Zinkwazi Beach Transitional Local Council, KwaDukuza/ Stanger Transitional Local Council and Dolphin Coast Transitional Local Council, disestablished in terms of Provincial Notice No. 345 of 2000 in terms of section 12 of the Local Government: Municipal Structures Act, 1998: Establishment of Municipalities 9DC 29, KZ 291, KZ 292, KZ 293, KZ 294) as published on 19 September 2000, are hereby repealed.

No. 70, 2004

9 December 2004

CHAPTER 19**Museums****KWADUKUZA MUNICIPALITY****BYLAWS RELATING TO THE MUSEUM**

THE KwaDukuza Municipality in terms of section 156(2) of the Constitution of the Republic of South Africa Act 1996, (Act 108 of 1996) read with section 13 of the Local Government Municipal Systems Act (Act No. 23 of 2000), publishes the bylaws as set forth hereafter as bylaws made by the Municipality which bylaws will come into effect on the first day of the month following the date of publication hereof.

1. Definitions

In these bylaws, unless the context otherwise indicates, the following words and phrases shall have the following meaning ascribed to them:

"authorised official" means any person authorised by the Municipality to exercise any right to carry out any duty or function under these bylaws;

"hours of opening" means the hours during which any museum is open to the public as prescribed in respect of such museum by the Municipality and exhibited by the Municipality on the notice board at the entrance to such museum;

"municipality" means the KwaDukuza Municipal Council and includes the Mayor, Political Office Bearers, Political Structures, Municipal Manager and any Official who has delegated powers in terms of Section 59 of the Local Government Municipal Systems Act (Act No. 32 of 2000);

"Municipal Manager" means the person appointed in terms of Section 82 of the Local Government Municipal Structures Act 1998, (Act No. 117 of 1998);

"museum" means any museum or art gallery maintained by the Municipality (including any portion of such museum or gallery) and other building, portion of building or site on or in which a museum or art gallery is housed or may in future be housed; and

"public room" means any room in or any portion of any museum to which the authorised official has not restricted access by way of a sign.

2. Public rights, duties, powers and immunities

(1) Subject to the further provisions of these bylaws and to any permanent or temporary reservation, letting or setting apart of a museum or any portion thereof under any law or contract, admission to all public rooms shall be open free of charge to all persons during the hours of opening.

(2) The authorised official may —

(1) refuse admission to any person whenever he is of the opinion that the admission of such person would not be in the public interest, and in so deciding the authorised delegate shall have regard to the comfort, health convenience or feelings of other users of the museum, the habits and the age of the person concerned and questions of public health; and

(2) forthwith remove the museum any person who is conducting himself in a manner prohibited by section 3.3 hereof.

(3) No person shall —

(a) engage in audible conversation in any part of the museum to the annoyance of any other person;

(b) obstruct, distract, intercept, or annoy any other person in the property use of the museum;

(c) (i) behave in a disorderly manner; or

(ii) use violent, obscene, abusive or blasphemous language; or

(iii) bet or gamble; in any part of the museum;

(d) (i) light a match or cigarette lighter; or

(ii) smoke; or

(iii) spit; or

(iv) sleep in any public room; or anywhere in the museum

(e) consume refreshments in any public room unless such public room has been specifically designated for such purpose;

(f) cause or permit any animal (other than a guide dog) under his control or in his custody to enter or remain in any museum;

(g) damage any part of any museum building or the contents thereof;

- (h) enter or remain in any museum while unclean in body or apparel or while suffering from any infections or offensive disease or while drink, under the influence of intoxicating liquor or drugs having a narcotic effect;
 - (i) furnish a false name and address to any person employed in a museum when reasonably required to do so;
 - (j) enter or remain in the museum after having been refused admission otherwise than during the hours of opening;
 - (k) without special authority from the authorised official, enter a museum otherwise than during the hours of opening;
 - (l) contravene any restriction imposed by any sign in any museum erected under the authority of the authorised delegate;
 - (m) use photographic equipment or filming within the museum complex.
- (4) The Municipality shall not be responsible for any loss or damage sustained by any person using any museum howsoever such loss or damage may arise.

3. Offences and Penalties

Any person who contravenes any of the provisions of section 2.3 of these bylaws shall be guilty of an offence and upon conviction shall be liable to the fines determined by a Chief Magistrate of the Magistrate's Court with jurisdiction in the area in which the offence has been committed or imprisonment as determined by a competent court.

4. Repeal of bylaws

All Municipal Bylaws, and amendments thereto, relating to Museums made by the local authorities of Nkwazi/Zinkwazi Beach Transitional Local Council, KwaDukuza/ Stanger Transitional Local Council and Dolphin Coast Transitional Local Council, disestablished in terms of Provincial Notice No. 345 of 2000 in terms of section 12 of the Local Government: Municipal Structures Act, 1998: Establishment of Municipalities 9DC 29, KZ 291, KZ 292, KZ 293, KZ 294) as published on 19 September 2000, are hereby repealed.

No. 71, 2004

9 December 2004

UMHLATHUZE MUNICIPALITY

THE Council of the uMhlathuze Municipality has in terms of Section 156 of the Constitution, 1996 (Act 108 of 1996), reading conjunction with section 11 of the Municipal Systems Act, 2000 (Act No. 32 of 2000), made the following bylaws:

CITY OF UMHLATHUZE ELECTRICITY SUPPLY BYLAWS

CHAPTER 1

GENERAL

1. Definitions

In this bylaw, unless inconsistent with the context —

"accredited person" means a person registered in terms of the Regulations as an electrical tester for single phase, an installation electrician or a master installation electrician, as the case may be;

"applicable standard specification" means any approved National Rationalized Specification (NRS), South African National Standards (SANS), South African Bureau of Standards (SABS) or any other specification accepted as a standard by the Engineer;

"approved" means approved by the Engineer or his authorised representative in writing as deemed suitable and satisfactory for the purpose, in respect of safety, design, performance and the method of application thereof; and **"approval"** has a corresponding meaning;

"area of supply" means the licensed area of supply of the Service Provider operating under a distribution licence issued by the National Electricity Regulator (NER) instituted in terms of the Electricity Act as amended;

"authorised maximum demand" means the allocated maximum demand allowed for a particular premises determined and approved by the Engineer;

"authorised official" or **"representative"** means any official from the Service Provider acting within the scope of their duties;

"certificate of compliance" means a certificate issued in terms of the Regulations in respect of an electrical installation or part of an electrical installation issued by an accredited person;

"conventional meter" means a meter where an account is issued subsequent to the consumption of electricity;

"customer" has a corresponding meaning as **"consumer"** in relation to the supply of electricity and means —

- (a) the occupier of any premises to which the Service Provider has agreed to supply or is actually supplying electricity;
- (b) if there is no occupier, the person who has entered into a current agreement with the Service Provider for the supply of electricity to such premises, or;
- (c) if there is no such person, the owner of the premises;

"dedicated equipment" means the electrical and metering equipment used for the sole benefit of the supply to a specific customer;

"electrical contractor" means an electrical contractor as defined in the Regulations;

"electrical installation" means an electrical installation as defined in the Regulations;

"Electricity Act" means the Electricity Act, 1987 (Act No. 41 of 1987), as amended;

"Engineer" means the official appointed in charge of the electricity undertaking of the Service Provider or any other person duly authorised to perform this duty on its behalf;

"estimated load" means the load in kilovolt-amperes (kVA) the customer intends to draw and that the Service Provider can supply;

"high voltage" (hereinafter referred to as HV) means the set of nominal voltage levels that are used in power systems for bulk transmission of electricity in the range of 44kV < Un 220 kV as defined in SABS 1019;

"law" means any applicable law, proclamation, ordinance, act of parliament or enactment having force of law;

"low voltage" (hereinafter referred to as LV) means the set of nominal voltage levels that are used for the distribution of electricity and of which the upper limit is generally accepted to be an alternating current (a.c.) voltage of 1 000V (or a direct current (d.c.) voltage of 1 500 V) as defined in SABS 1019;

"medium voltage" (hereinafter referred to as MV) means the set of nominal voltage levels that lie above low voltage and below high voltage in the range of 1 kV < Un 44 kV as defined in SABS 1019;

"meter" means a device which records the demand and/or the electrical energy consumed and includes conventional and pre-payment meters.

"metering equipment" shall have the same meaning and includes all related equipment to measure maximum demand and energy consumed;

"motor rating" means the maximum continuous kW output of a motor as stated on the manufacturer's rating plate mounted on the motor;

"motor starting current" in relation to alternating current motors, means the root mean square value of the symmetrical current taken by a motor when energised at its rated voltage with its starter in the starting position and the rotor locked;

"Municipality" means the uMhlathuze Municipality and its successors in law, and includes the Council of that municipality or its Executive Committee or any other body acting by virtue of any power delegated to it in terms of legislation, as well as any officer to whom the Executive Committee has delegated any powers and duties with regard to these by-laws;

"notified maximum demand" means the load in kilovolt-amperes (kVA) which the customer is entitled to draw and the Service Provider has agreed to supply;

"NRS" means the National Rationalisation of Specifications;

"occupier" in relation to any premises means —

- (a) any person in actual occupation of such premises;
- (b) any person legally entitled to occupy such premises;
- (c) in the case of such premises being subdivided and let to lodgers or various tenants, the person receiving the rent payable by such lodgers or tenants, whether on his own account or as agent for any person entitled thereto or interested therein; or
- (d) any person in charge of such premises or responsible for the management thereof, and includes the agent of any such person when he is absent from the Republic of South Africa or his whereabouts are unknown;

"OH&S Act" means the Occupational Health and Safety Act, 1985 (Act No. 85 of 1993), as amended;

"owner" in relation to immovable property means the person in whom is vested the legal title thereto; provided that —

- (a) in the case of immovable property —
 - (i) leased for a period of not less than 50 years, whether the lease is registered or not, the lessee thereof; or
 - (ii) beneficially occupied under a servitude or right analogous thereto, the occupier thereof;
- (b) if the owner as hereinbefore defined —
 - (i) is dead or insolvent, has assigned his estate for the benefit of his creditors, has been placed under curatorship by order of court or is a company being wound up or under judicial management, the person in whom the administration of such property is vested as executor, administrator, trustee, assignee, curator, liquidator or judicial manager, as the case may be; or
 - (ii) is absent from the Republic, or if his address is unknown to the Service Provider, any person who as agent or otherwise receives or is entitled to receive the rent in respect of such property; and
- (c) if the Service Provider is unable to determine who such person is, the person who is entitled to the beneficial use of such property, shall be deemed to be the owner thereof to the exclusion of the person in whom is vested the legal title thereto;

"point of common coupling" means the point in the electrical network at which the customer is connected to a common bus bar with other customers' supplies;

"point of consumption" means a point of consumption as defined in the Regulations;

"point of control" means a point of consumption as defined in the Regulations;

"point of metering" means the point at which the customer's consumption of electricity is metered and which may be at any point on the distribution system of the Service Authority or the electrical installation of the customer, as specified by the Engineer; provided that it shall meter all of, and only, the customer's consumption of electricity;

"point of supply" means the point where the connection crosses the boundary of the property or the point alternatively determined by the Engineer at which electricity is supplied to any premises by the Service Provider. This point separates the accountability for supply equipment belonging to the Service Provider and the Customer;

"power factor" means the cosine of the angle between the phase voltage and current;

"premises" means any land or any building or structure above or below ground and includes any vehicle, aircraft or vessel and **"property"** and **"erf"** has a corresponding meaning;

"prepayment meter" means a meter that can be programmed to allow the flow of pre-purchased amounts of energy in an electrical circuit;

"protective devices" means the current limiting equipment in an electrical circuit that protects electrical equipment and persons against over-load or electrical faults;

"rating of motor" means the full load in kilowatts (kW) stipulated on the motor name plate;

"registered demand" means the load in kilovolt-amperes (kVA) supplied by the Service Provider to the customer during any successive thirty (30) minutes and is reset to zero on a monthly basis;

"Regulations" means Regulations made in terms of the Electricity and OH&S Acts, as amended;

"safety standard" means the regulations and Code of Practice for the Wiring of Premises SANS 10142 being incorporated into the Regulations;

"Service Authority" means the uMhlathuze Municipality being established in terms of Section 12 of the Local Government: Municipal Structures Act, 1998 as amended, and the Provincial Notices for the Province of the KwaZulu-Natal to regulate the provision of electricity service, Notice 346 of 19 September 2000, and has the same meaning as **"municipality"** or **"Local Authority"**;

"service connection" means all electrical cables and equipment required to connect the supply mains to the electrical installation of the customer at the point of supply and includes all metering and any other equipment belonging to the Service Provider;

"service protective device" means any protection device such as a fuse or circuit breaker installed for the purpose of protecting equipment against overload or faults occurring on the installation or on the service connection;

"Service Provider" means the licensed supplier of electricity within the jurisdiction of the Service Authority (the Service Authority may also be the Service Provider), and has the same meaning as **"undertaking"** or **"supplier"**, both as defined in the Regulations;

"standby supply" means an alternative electricity supply not normally used by the customer;

"supply" means the provision or distribution of electricity or both as defined in the Regulations;

"supply agreement" means the agreement for the supply of electricity between the Service Provider and the Customer of which this bylaw forms an integral part thereof;

"supply mains" means any part of the Service Provider's electricity network;

"tamper" means to illegally interfere with the supply connection or to affect the equipment in such a way that it does not register all the electricity consumed;

"tariff" means the tariff of charges annually accepted and approved by the Service Authority in terms of the Systems Act for the supply of electricity, as amended from time to time;

"the law" means any applicable law, proclamation, ordinance, act of parliament or enactment having force of law;

"token" means the essential element of a pre-payment metering system used to transfer information from a point of sale for electricity credit to a pre-payment meter and *vice versa*;

"total connected motor load" means the sum total of the kW input ratings of all the individual motors connected to an installation;

"total motor load connected" means the sum total of the kW input ratings of all the individual motors connected to an installation;

"vending" means the transaction where pre-paid electricity is sold and a token is produced;

"voltage" means the root-mean-square value of electrical potential between two conductors.

2. Other terms

All other terms used in this bylaw shall, unless the context otherwise requires, have the meaning assigned thereto in the Electricity Act, the OH and S Act, or the Local Government: Municipal Systems Act 2000 (Act No. 32 of 2000).

3. Headings and titles

The headings and titles in this bylaw shall not affect the interpretation or construction thereof.

CHAPTER 2

GENERAL CONDITIONS OF SUPPLY

4. Provision of Electricity Services

Only the Service Provider appointed by the Service Authority shall supply or contract for the supply of electricity within the jurisdiction of the Municipality.

5. Supply by agreement

(1) No person shall use or be entitled to use an electricity supply from the Service Provider unless or until such person have entered into an agreement in writing with the Service Provider for such supply. The agreement and supply of electricity shall in all respects be governed by this Bylaw, which shall, *mutatis mutandis*, be deemed to be conditions to which every agreement entered into between the Service Provider and a customer is subject.

(2) If a person uses electricity without entering into an agreement with the Service Provider, the Service Provider may discontinue the supply immediately without any notice. Such person will be liable for the cost of electricity used as provided in section 19 of this bylaw.

6. Service of notice

(1) Any notice or other document that is served on any person in terms of this bylaw is regarded as having been served —

(a) when it has been delivered to that person personally;

(b) when it has been left at that person's place of residence or business in the Republic with a person apparently over the age of sixteen years;

(c) when it has been posted by registered or certified mail to that person's last known residential or business address in the Republic and an acknowledgement of the posting thereof from the postal service is obtained;

(d) if that person's address in the Republic is unknown, when it has been served on that person's agent or representative in the Republic in the manner provided by paragraphs (a), (b) or (c); or

(e) if that person's address and agent or representative in the Republic is unknown, when it has been posted in a conspicuous place on the property or premises, if any, to which it relates.

(2) When any notice or other document must be authorised or served on the owner, occupier or holder of any property or right in any property, it is sufficient if that person is described in the notice or other document as the owner, occupier or holder of the property or right in question, and it is not necessary to name that person.

(3) Any legal process is effectively and sufficiently served on the Service Authority when it is delivered to the Municipal Manager or a person in attendance at the municipal manager's office.

7. Compliance with notices

Any person on whom a notice duly issued or given under this bylaw is served shall, within the time specified in such notice, comply with its terms.

8. Application for supply

(1) An application for an initial supply of electricity or an application for a connection with greater capacity shall be made in writing by the customer on the prescribed form obtainable at the office of the Service Provider, and the estimated load, in kVA or Amps, of the installation, shall be stated therein. Such application shall be made as early as possible before the supply is required in order to facilitate the work of the Service Provider.

(2) A temporary supply shall be valid for a period of three months unless explicitly authorised by the Engineer in writing for a longer term, after which renewal application must be approved by the Engineer.

(3) Should there be no renewal application or the application not being approved by the Engineer as contemplated in subsection (2), the supply may be disconnected at the Service Provider's sole discretion without giving written notice of its intention to do so.

9. Processing of requests for supply

(1) Applications for an initial supply of electricity will be processed and the supply made available within the periods stipulated in NRS 047- Quality of Service, which will be subject to the timeous payment of the relevant connection fees and deposit.

(2) The Engineer may, before granting an application for an initial supply, inspect the electrical installation to ensure that it is safe and complies with this bylaw and all other relevant legislation and the applicant must provide a valid Certificate of Compliance, signed by an accredited person.

(3) No electricity will be provided to an electrical installation until all the necessary documentation have been duly signed and lodged and all the prescribed fees and deposits paid.

10. Arbitration

If at any time any difference or question arises between the Service Provider and the Customer as to the construction, interpretation or effect of this bylaw or as to the rights, obligations or liabilities of either party, such difference or question or matter or thing so subject to agreement or adjustment shall be referred to the National Electricity Regulator (NER) for a decision. An appeal from the decision of the National Electricity Regulator shall be dealt with in accordance with the Electricity Act, provided that the provisions of this section do not relieve any customer from the obligation to pay the account and to comply with these bylaws.

11. Wayleaves

(1) The Service Provider may lay or erect services above or below ground on any thoroughfare or land not vested in the Service Authority or on

any private property where it is impractical to use an alternative route. The Service Provider shall give written notice of its intention to do so to the owner of the said private property or to the person in whom is vested the legal title to the land or thoroughfare as aforesaid exists, as the case may be. The Service Provider shall only apply this alternative as a last resort.

- (2) The Service Provider shall take all reasonable precautions not to damage or disrupt the use of the said land.
- (3) The Service Provider may remove any object or rectify any activity that may endanger the integrity of the distribution system under his control.

12. Servitudes and right of way

- (1) Subject to the provisions of subsection (3) the Service Provider may directly, or through the services of a Service Provider that it appoints, within its municipal area —
 - (a) provide, establish and maintain electricity services;
 - (b) acquire, construct, lay, extend, enlarge, divert, maintain, repair, discontinue the use of, close up and destroy electricity supply mains;
 - (c) construct, erect or lay any electricity supply main on, across, through, over or under any street or immovable property and the ownership of any such main shall vest in the Service authority or the Service Provider, as the case may be;
 - (d) do any other thing necessary or desirable for or incidental, supplementary or ancillary to any matter contemplated by paragraphs (a) to (c).
- (2) If the Service Provider constructs, erects or lays any electricity supply main on, across, through, over or under any street or immovable property not owned by the Service Authority or Service Provider or under the control of or management of the Service Authority or Service Provider, it shall not be obliged to pay to the owner of such street or property any compensation in the absence of agreement, or as determined by arbitration or a court of law.
- (3) The Service Provider shall, before commencing any work other works than repairs or maintenance on or in connection with any electricity supply main on immovable property not owned by the Service Authority or under the control or management of the Service Provider, give the owner or occupier of such property reasonable notice of the proposed work and the date on which the Service Provider proposes to commence such work.

13. Right of admittance to inspect, test and/or do maintenance work

- (1) The Service Provider shall, through its employees, contractors and their assistants and advisers, have access to or over any property for the purposes of —
 - (a) doing anything authorised or required to be done by the Service Provider under this bylaw or any other law;
 - (b) inspecting and examining any service mains and anything connected therewith;
 - (c) enquiring into and investigating any possible source of electricity supply or the suitability of immovable property for any work, scheme or undertaking of the Service Provider and making any necessary survey in connection therewith;
 - (d) ascertaining whether there is or has been a contravention of the provisions of this bylaw or any other law; and
 - (e) enforcing compliance with the provisions of this bylaw or any other law.
- (2) The Service Provider may, by notice in writing served on the owner or occupier of any property, require such owner or occupier to make acceptable arrangements within the time stipulated in such notice with the Engineer to provide access to such property to the Engineer's representatives for a purpose referred to in sub-section (1).
- (3) In consequence of the existence of a state of war or the occurrence of any calamity, emergency or disaster, the Service Provider may gain access to or over any property without notice and may take whatever action as may, in its opinion, be necessary or desirable.

14. Refusal or failure to give information

No person may refuse or fail to give such information as may be reasonably required of him by any duly authorised official of the Service Provider, or render any false information to any such official regarding any aspect of the electrical installation, electricity consumption or any matter affected by the electricity supply agreement.

15. Refusal of admittance

No person shall hinder, obstruct, interfere with or refuse admittance to the Engineer or any duly authorised official of the Service Provider in the performance of his /her duties under this bylaw or of any duty connected therewith or relating thereto.

16. Improper use

- (1) A customer may not, without the prior written consent of the Engineer, supply electricity, whether temporarily or permanently, to any point or place which does not constitute part of the electrical installation for which a supply has been agreed upon.
- (2) If the customer uses the electricity for any purpose or deals with the electricity in any manner which the Engineer has reasonable grounds for believing it interferes in an improper or unsafe manner or is calculated to interfere in an improper or unsafe manner with the efficient supply of electricity to any other customers, the Service Provider may, with or without notice, immediately disconnect the electricity supply.
- (3) Supply disconnected in terms of subsection (2) shall be restored as soon as the cause for the disconnection has been permanently remedied or removed and all requirements laid down by the Engineer have been met.
- (4) The fee as prescribed by the Service Provider for the disconnection and reconnection shall be payable by the customer before the electricity supply is restored, unless it can be shown to the satisfaction of the Engineer that the customer did not use or deal with the electricity in an improper or unsafe manner.

17. Electricity tariffs and fees

The Service Provider will make information on the approved tariffs and fees available to any member of the public. Copies of the approved electricity tariffs, charges and fees may be obtained from the offices of the Service Authority or Service Provider.

18. Deposit

- (1) The Service Provider reserves the right to require the customer to deposit a sum of money as security in payment of any charges which are due or may become due to the Service Provider. The amount of the deposit or acceptable security in respect of each electricity installation shall be determined in accordance with the Municipality's Credit Management Bylaws.
- (2) The deposit may be increased if the Service Provider deems the deposit held to be inadequate.
- (3) Such deposit shall not be regarded as being in payment or part payment of any accounts due for the supply of electricity for the purpose of obtaining any discount provided for in the electricity tariff referred to in this bylaw.
- (4) On cessation of the supply of electricity, the amount of such deposit, free of any interest, less any amounts owing to the Service Provider at that stage whether for electricity or otherwise, shall be refunded to the customer.
- (5) If a deposit paid in terms of this bylaw is not claimed and refunded to the customer within one year after termination of the supply agreement

or within one year of a customer ceasing to use electricity for any reason whatsoever, then such deposit shall be deemed to have been forfeited to the Service Provider, who shall be entitled to deal with that deposit as it deems fit.

19. Payment of charges

- (1) The customer shall be liable for all charges listed in the prescribed tariff for the electricity service provided or supplied to his/her premises.
- (2) The Service Provider shall provide on the account or token all relevant information (units, date, amount, etc) on which the account or token is based.
- (3) All accounts shall be deemed to be payable when issued by the Service Provider and each account shall, on its face, reflect the due date and a notice indicating that the supply may be disconnected in terms of the Electricity Act should the charges in respect of such supply remain unpaid after the due date. Such notice shall be regarded as adequate written notice for the supply to be disconnected when payment is not received.
- (4) An error or omission in any account or failure to render an account shall not relieve the customer of his obligation to pay the correct amount due for electricity supplied to the premises.
- (5) Where a duly authorized official of the Service Provider has visited the premises for the purpose of disconnecting the supply in terms of subsection (3) and he is obstructed or prevented from effecting such disconnection, the charge shall become payable for each visit necessary for the purpose of such disconnection.
- (6) After disconnection for non-payment of an account or a contravention of any provision of this bylaw, the prescribed fees and any amounts due for electricity consumed shall be paid before re-connection.

20. Interest on overdue accounts

The Service Provider may charge interest on overdue accounts that are not paid by the due date appearing on the account, at an interest rate as determined from time to time by the Service Provider.

21. Resale of electricity

- (1) Unless otherwise authorised by the Engineer, no person may sell or supply electricity to any other person or entity for use on any other premises, or permit or offer such resale or supply to take place. If electricity is resold for use on the same premises, the electricity resold shall be measured by a submeter of a type which has been approved by the South African Bureau of Standards and installed and programmed in accordance with the standards of the Engineer.
- (2) The tariff, rates and charges at which, and the conditions of sale under which the electricity is resold, shall not be less favourable to the purchaser than those that would have been payable and applicable had the purchaser been a direct customer of the Service Provider. Every reseller shall furnish the purchaser with monthly accounts that are at least as detailed as the relevant billing information provided by the Service Provider to its electricity customers.
- (3) Any person reselling electricity as contemplated in this section shall furnish a statement showing the consumption, the previous and current readings and amount payable by every customer supplied, upon request by the Engineer. Such statement shall be furnished to the Engineer within thirty (30) days of such a request.

22. Right to disconnect supply

- (1) Unless otherwise provided, the Service Provider shall have the right to disconnect the supply to any premises if, after notice has been given to the occupier of its intention to do so —
 - (a) the person liable to pay for such supply fails to pay any charge due to the Service Provider in connection with any supply which he/she may at any time have received from the Service Provider in respect of such premises;
 - (b) the person liable to pay for such supply fails to pay any charge due to the Service Authority in connection with any other service;
 - (c) if there has been a deliberate overloading or increase of the supply above the notified maximum demand;
 - (d) where any of the provisions of this bylaw and/or the Regulations are being contravened.
- (2) In the case where an installation has been illegally reconnected after having been previously disconnected by the Service Provider, or in the case where the Service Provider's electrical equipment has been tampered with to prevent the full registration of consumption by the meter, the electricity supply may be physically removed from those premises.
- (3) Notwithstanding the above, in the case of a grave risk or where tampering with the supply is detected by the Engineer or his duly authorised representative, no notice is required.
- (4) After disconnection for non-payment of accounts or the improper or unsafe use of electricity, the fee as prescribed by the Service Provider shall be payable by the customer.

23. Non-liability of the Service Authority and the Service Provider

Neither the Service Authority nor the Service Provider shall be liable for any loss or damage, direct or consequential, suffered or sustained by a customer as a result of or arising from the cessation, interruption or discontinuance of the supply of electricity, unless caused by negligence on the part of the Service Authority or the Service Provider.

24. Unusual consumption of electricity

Under no circumstances shall any rebate be allowed on the account for electricity supplied and accurately metered in respect of additional electricity being consumed due to failure of any equipment.

25. Failure of supply

The Service Provider will not attend to a failure of supply due to a fault in the electrical installation or the Service cable beyond the point of supply of the Customer. When any failure of supply is found to be due to a fault in the electrical installation of the customer or to the faulty operation of apparatus used in connection therewith, the Service Provider shall have the right to —

- (1) charge the customer the prescribed fee for each restoration of the supply; and
- (2) recover from the customer the cost of making good or repairing any damage which may have been done to the Service Provider's equipment by such fault or faulty operation as aforesaid.

26. Seals of the Service Provider

The meter, service protective devices and all apparatus belonging to the Service Provider shall be sealed or locked by a duly authorised official of the Service Provider, and no person, unless being duly authorised thereto, shall in any manner or for any reason whatsoever remove, break, deface, or tamper or interfere with such seals or locks.

27. Tampering with service connection or supply mains

- (1) No person shall, or allow any other person, in any manner or for any reason whatsoever to tamper or interfere with any meter or service connection or service protective device or supply mains or any other equipment of the Service Provider.
- (2) Where prima facie evidence of tampering exists, or where metering equipment has been by-passed, the Service Provider shall have the right

to disconnect the supply immediately and without prior notice to the customer. The customer shall be liable for all fees and charges levied by the Service Provider for such disconnection.

- (3) Where tampering, interfering or bypassing has resulted in the metering equipment recording less than the true consumption, the Service Provider shall have the right to recover from the customer the full cost of its estimated consumption as determined by the Engineer.
- (4) Where consecutive tampering occurred and the supply has been removed by the Service Provider, an application for an initial connection needs to be done and all related fees are payable prior to the connection of the supply.

28. Protection of Service Provider's electrical network

- (1) No person shall, except with the consent of the Engineer and subject to such conditions as may be imposed —
 - (a) construct, erect or position, or permit the construction, erection or laying of any structure, building or other object, or plant trees or vegetation over, or in such a position or in such a manner as to interfere with or endanger the electrical network;
 - (b) excavate, open up or remove the ground above, next to, under or near any part of the electrical network;
 - (c) damage, endanger, remove or destroy, or do any act likely to damage, endanger or destroy any part of the electrical network;
 - (d) make any unauthorized connection to any part of the electrical network or divert or cause to be diverted any electricity therefrom;
 - (e) install paving over distribution or service cables without adequate sleeves. The Service Provider will not be liable for any damage caused to paving in a street reserve or servitude;
 - (f) do excavations over the Service Provider's cables without a permit issued by the Engineer.
- (2) The owner and/or occupier shall limit the height of trees or length of projecting branches in the proximity of overhead lines or provide a means of protection which, in the opinion of the Engineer, will adequately prevent the tree from interfering with the conductors should the tree or branch fall or be cut down. Should the owner fail to observe this provision, the Service Provider shall have the right, and after prior written notification, or without notification in an emergency, to cut or trim the trees or other vegetation in such a manner as to comply with this provision and shall be entitled to enter the property for this purpose.
- (3) The cost of any such work performed by the Service Provider which was necessary due to the contravention of this bylaw, shall be for the account of the person who instructed or acted in contravention of this bylaw.
- (4) The Service Provider reserves the right to implement any policy in the form of regulations regarding the rights of the Service Provider in respect of the protection of the electricity distribution system.
- (5) The Service Provider may —
 - (a) fill-in and make good any ground excavated or removed in contravention with this bylaw;
 - (b) repair and make good any damage done in contravention of this bylaw or resulting from a contravention of this bylaw; and
 - (c) remove anything damaging, obstructing or endangering or likely to damage, obstruct, endanger or destroy any part of the electrical distribution system.
- (6) The Service Provider may, subject to obtaining an order of court, demolish, alter or otherwise deal with any building, structure or other object constructed, erected or laid in contravention with this bylaw.
- (7) The Service Provider may, in case of an emergency or disaster, remove anything damaging, obstructing or endangering or likely to damage, obstruct, endanger or destroy any part of the electrical distribution system.

29. Unauthorised reconnections

- (1) No person other than a person specifically authorised thereto by the Service Provider in writing shall reconnect, attempt to reconnect or cause or permit to be reconnected to the supply mains or service connection any electrical installation or installations which have been disconnected by the Service Provider.
- (2) Where the supply that has previously been disconnected is found to have been reconnected, the customer using the supply shall be liable for all charges and for electricity consumed or estimated by the Engineer to have been consumed between the date of disconnection and the date the supply was found to be reconnected and any other charges raised in this regard. Furthermore, the Service Provider reserves the right to remove part or all of the supply equipment until such time as payment has been received in full. In addition, the customer will be required to apply for a new connection and will be responsible for all the costs associated with the reinstatement of such supply equipment.
- (3) Where the electricity supply has been disconnected due to unsafe conditions in the customer's installation, the supply may only be reconnected after the customer has submitted a valid certificate of compliance to the Service Provider.

30. Temporary disconnection and reconnection

- (1) The Service Provider shall, at the request of the customer, temporarily disconnect and reconnect the supply to the customer's electrical installation upon payment of the prescribed fee for each such disconnection and subsequent reconnection.
- (2) In the event of the necessity arising for the Service Provider to effect a temporary disconnection and reconnection of the supply to a customer's electrical installation and the customer is in no way responsible for bringing about this necessity, the Engineer shall waive payment of the fee hereinbefore referred to.
- (3) The Engineer may only under exceptional circumstances temporarily disconnect the supply to any premises without notice, for the purpose of effecting repairs or carrying out tests or for any other legitimate purpose. In all other instances adequate notice shall be given.

31. Temporary work

Electrical installations requiring a temporary supply shall not be connected directly or indirectly to the supply mains, except with the written permission of the Engineer. Full information as to the reasons for and nature of such temporary work shall accompany the application for the aforesaid permission, and the Engineer may refuse such permission or may grant the same upon such terms and conditions as he deems desirable and necessary.

32. Load reduction

- (1) At times of peak load, or in an emergency, or when, in the opinion of the Engineer, it is necessary for any reason to reduce the load on the electricity supply system of the Service Provider, the Engineer may without notice interrupt and, for such period as the Engineer may deem necessary, discontinue the electricity supply to any customer's electrically operated thermal storage water heater or any specific appliance or the whole installation. Neither the Service Authority, the Service Provider nor the Engineer shall be liable for any loss or damage directly or consequentially due to or arising from such interruption and discontinuance of the electricity supply.
- (2) The Service Provider may install upon the premises of the customer such apparatus and equipment as may be necessary to give effect to the provisions of subsection (1), and the Engineer may at any reasonable time enter any premises for the purpose of installing, inspecting, testing adjusting and/or changing such apparatus and equipment.
- (3) Notwithstanding the provisions of subsection (2), the customer or the owner, as the case may be, shall, when installing an electrically operated water storage heater, provide such necessary accommodation and wiring specified by the Engineer to facilitate the installation of the apparatus and equipment referred to in subsection (2).

33. Switchgear and equipment

- (1) The supply and installation of all dedicated equipment such as switchgear, cables and equipment which forms part of the service connection shall, unless otherwise approved, be paid for by the customer. The customer shall also contribute towards the equipment required in the distribution network to make available his supply.
- (2) In the case of an high or medium voltage supply, the customer's electrical installation and protection equipment interfacing with the electricity supply, shall be approved by the Engineer and such equipment shall be installed under the supervision of a registered engineer.
- (3) No person shall operate high or medium voltage equipment under control of the Service Provider without the written authority of the Engineer.
- (4) All earthing and testing of high or medium voltage equipment linked to the Service Provider's network shall be conducted by or under the supervision of the Engineer.
- (5) The customer shall provide and install an approved main switch/es and/or any other equipment required at his/her point of control.

34. Substation accommodation

- (1) The Engineer may, on such conditions as may be deemed fit by the Service Provider, require the owner to provide and maintain approved accommodation which shall constitute a substation or switch or meter room and which shall consist of a separate room or rooms to be used exclusively for the purpose of housing the Service Provider's equipment necessary for the supply requested by the applicant. The accommodation shall be situated at a point to which free and unrestricted access is available at all times for purposes of meter reading, operation and maintenance.
- (2) The Service Provider reserves the right to supply its own networks from its own equipment installed in such accommodation.
- (3) If additional accommodation is required by the Service Provider, such additional accommodation shall be provided by the applicant at no cost to the Service Provider.

35. Supply diagram and specification

- (1) When more than one electrical installation or electricity supply from a common main or more than one meter is required for any building or block of buildings, or where an alternative source of electricity supply is used, the schematic diagram of the circuits starting from the main switch and a specification shall on request be supplied to the Engineer in duplicate for approval, before any construction work commences or any material in connection therewith is ordered.
- (2) Where an electrical installation is to be supplied from the MV system of the Service Provider, a complete specification and drawings of the MV installation to be installed by the customer shall, if so required, be submitted to the Engineer for approval before any construction work commences or any material in connection therewith is ordered.

36. Standby supply

Where a standby supply of electricity is required from the Service Provider for any premises having a separate source of electricity supply, prior written approval of the Engineer must be obtained and will be subject to such terms and conditions laid down by the Engineer.

37. Customer's emergency / standby supply equipment

- (1) No emergency or standby equipment provided by a customer in terms of any Regulations for his own operational requirements shall be connected to any installation without the prior written approval of the Engineer. Application for such approval shall be made in writing and shall include a full specification of the equipment and a wiring diagram. The standby equipment shall be so designed and installed that it is impossible for the Service Provider's supply mains to be energized by means of a back-feed from such equipment. The customer shall be responsible for providing and installing all such protective equipment.
- (2) A customer's standby generating equipment will only be permitted to run in parallel with the Service Provider's supply mains with special written permission from by the Engineer and in terms of a customised agreement. The customer shall be responsible for providing, installing and maintaining all the necessary synchronizing and protective equipment required for such safe parallel operation, to the satisfaction of the Engineer.

38. Installation requirements and standards

- (1) The Engineer may from time-to-time issue requirements and standards specifying the requirements of the Service Provider regarding matters not specifically covered in the Regulations or this bylaw, but which are necessary for the safe, efficient operation and management of the supply of electricity.
- (2) Notwithstanding the provisions in subsection (1), the onus for obtaining the latest information remains on the customer, their contractors, consultants and architects.

CHAPTER 3**RESPONSIBILITIES OF CUSTOMERS****39. Customer to erect and maintain electrical installation**

Any electrical installation connected or to be connected to the supply mains, and any additions or alterations thereto which may be made from time to time, shall at all times be provided, erected, maintained and kept in good order by the customer at his own expense and in accordance with this bylaw and the Regulations.

40. Fault in the electrical installation

- (1) If a customer becomes aware of any fault that develops in the electrical installation which constitutes a hazard to persons, livestock or property, the customer shall immediately disconnect the electricity supply and take steps to remedy the fault.
- (2) The Engineer may require the customer to reimburse the Service Provider for any expense which it may incur as a result of a fault in the customer's electrical installation.

41. Discontinuance of use of supply

- (1) In the event of a customer being metered by a conventional meter and monthly billed for electricity and desiring to discontinue using the electricity supply or vacating any premises, he/she shall give at least two full working days' notice in writing to the Service Provider of such intended discontinuance and cancellation of the supply agreement, failing which he/she shall remain liable for payment of electricity consumption, due in terms of the approved tariffs for the supply of electricity until the expiration of two full working days after such notice has been given.
- (2) In the event of a customer being metered by a prepayment meter and desiring to discontinue using the electricity supply or vacating any premises, he/she shall give notice in writing to the Service Provider of such intended discontinuance and cancellation of the supply agreement, failing which he/she shall remain liable for payment of any amounts due in terms of the approved tariffs for the supply of electricity until after such notice has been given.

42. Change of occupier

- (1) If the person taking over occupation of the premises desires to continue using the electricity supply, he/she shall apply in accordance with the provisions of section 5 of these bylaws.

- (2) If the new occupier referred to in subsection (1) fails to make application for an electricity supply within three (3) working days of taking occupation of the premises, the supply may be disconnected at the Service Provider's sole discretion without giving written notice of its intention to do so.
- (3) The new occupier shall be liable to the Service Provider for the electricity supply and electricity consumption from the date of occupation or the person referred to in subsection (2) from the date the previous occupier indicated he/she vacated the premises.
- (4) Where premises are fitted with pre-payment meters, the customer occupying the premises at the time shall be deemed to be the customer. Until such time as an application is made for an electricity supply in terms of section 5 of these bylaws by such person, he/she will be liable for all charges and fees owed to the Service Provider in respect of that metering point as well as any outstanding charges and fees whether accrued by that customer or not.

43. Service apparatus

- (1) The customer shall be liable to the Service Provider for all costs arising from any damage to or loss of any metering equipment, service protective device, service connection cable or other apparatus on the premises, being the property of the Service Provider, unless such damage or loss is shown to have been occasioned by an Act of God, an act or omission of an employee of the Service Provider, is a result of normal aging or caused by an abnormality in the supply of electricity to the premises.
- (2) Where there is a common metering position, the liability detailed in subsection (1) shall devolve on the owner of the premises.
- (3) The amounts due in terms of subsections (1) and (2) shall be determined and certified by the Engineer.

CHAPTER 4

SPECIFIC CONDITIONS OF SUPPLY

44. Service connection

- (1) The customer shall bear the cost of the service connection, as determined by the Service Provider, and shall not be entitled to any compensation from the Service Authority nor the Service Provider in respect of such service connection.
- (2) Notwithstanding subsection 1, ownership of the service connection shall vest in the Service Provider. The Service Provider shall be responsible for maintaining such service connection up to the point of supply.
- (3) The Service Provider or any person duly authorised by the Engineer shall determine the work required and the cost for a service connection.
- (4) All service connections shall be laid underground, unless otherwise required by the Engineer.
- (5) The customer shall provide, fix and/or maintain on his premises such ducts, wire ways, trenches and fastenings for the service connection as may be required by the Engineer.
- (6) The conductors used for a service connection shall have a cross-sectional area of not less than 10 mm² (copper or copper equivalent), and all conductors shall have the same cross-sectional area, unless otherwise approved by the Engineer.
- (7) The Service Provider shall only provide one service connection to each registered erf unless specifically otherwise approved by the Engineer. In respect of two or more premises belonging to one owner and situated on adjacent erven, a single supply may be made available provided the erven are consolidated or notarially tied.
- (8) The customer shall ensure that all covers of a wire way carrying the supply circuit from the point of supply to the metering equipment, are made to fit the seals of the Service Provider.
- (9) Any person making a service connection must ensure that within the meter box, the service conductors or cable, as the case may be, terminate in an unobscured position and that the conductors are visible throughout their length when cover plates are removed.
- (10) In the case of blocks of buildings occupied by a number of individual customers, the owner shall ensure that separate wire ways and conductors or cables are laid from the common metering room or rooms to each individual customer in the blocks of buildings. Alternatively, if trunking is used, the conductors of the individual circuits shall be clearly identified and tied together every 1,5m throughout its length.

45. Metering accommodation

- (1) Only where required by the Engineer, the customer shall provide approved accommodation for switchgear and metering equipment in a position acceptable by the Engineer. The customer shall also provide an approved meter board complete with adequate conductors for the Service Provider's metering equipment, service apparatus and protective devices. Such accommodation and protection shall be provided and maintained to the satisfaction of the Engineer at the cost of the owner.
- (2) The accommodation referred to in subsection (1) shall be situated to provide free and unrestricted access at all times for purposes of operation and maintenance of the service equipment. Access at all reasonable hours shall be afforded for the inspection of meters.
- (3) The owner of the premises shall provide adequate electric lighting in the space set aside for accommodating the metering equipment and service apparatus.
- (4) Where in the opinion of the Engineer the position of the meter, service connection, protective devices or main distribution board is no longer readily accessible or becomes a source of danger to life or property or in any way becomes unsuitable, the customer shall move it to a new position approved by the Engineer. The cost of such repositioning shall be borne by the customer and carried out within the time period specified by the Engineer.
- (5) Only apparatus in connection with the supply of electricity shall be installed or stored in accommodation for the Service Provider's metering equipment, unless specifically approved by the Engineer in writing.

CHAPTER 5

SYSTEMS OF SUPPLY

46. Quality of Supply

The Service Provider shall give alternating current supplies at nominal declared voltages and at 50 Hz as prescribed by the Electricity Act, (Act No. 41 of 1987). In the absence of a quality of supply agreement, the parameters and requirements as set out in NRS 047 and NRS 048 (as amended) shall be applicable.

47. Load limitations

- (1) Where the estimated load, calculated in terms of sound engineering practices does not exceed 15 kVA, the customer shall ensure that electrical installation is arranged for a two-wire single-phase and the point of control in the electrical installation shall be equipped with a 60 A single-phase Curve 2 Circuit breaker, unless otherwise approved by the Engineer.
- (2) Where a three-phase four-wire supply is required by the customer, the customer shall ensure that the load is approximately balanced over the three phases. The maximum out-of-balance load shall not exceed 15 kVA, unless otherwise approved by the Engineer.
- (3) No person may connect any current-consuming appliance, inherently single phase in character and with a rating that exceeds 15 kVA to the electrical installation without the prior written approval of the Engineer.

48. Interference with other customers

- (1) No person shall operate electrical equipment having load characteristics which, singly or collectively, give rise to voltage variations, harmonic currents or voltages, or unbalanced phase currents that fall outside the limits of the supply agreement or standards determined by the Engineer from time to time, at the relevant point of common coupling and the fault level on the distribution system. If such supply is found to interfere with the supply of electricity to other customers, the Engineer shall have the right, after written notice, or in exceptional circumstances without notice, to terminate such supply at any time. Neither the Service Authority, nor the Service Provider or the Engineer, shall be liable for any loss or damage occasioned by the customer as a result of such termination.
- (2) The assessment of interference with other customers shall be conducted by means of measurement taken at the point of common coupling.
- (3) Should the measurement referred to in subsection 1 indicate that undue interference is occurring, the customer shall, at his / her own cost, install the necessary equipment to filter out the interference and prevent it reaching the supply mains.
- (4) No person may erect any structures or grow vegetation within a safe distance from the Service Provider's distribution system or electrical servitudes, which distance is determined by the Engineer in accordance with the OH and S Act.

49. Supplies to motors

- (1) Unless otherwise approved by the Engineer the rating of motors connected to the electrical installation and distribution system shall be limited as follows:
 - (a) Limited size for low voltage motors —
The rating of a low voltage single-phase motor shall be limited to 2 kW and/or the starting current shall not exceed 70 A. All motors exceeding these limits shall be wound for three phases.
 - (b) The maximum starting and accelerating currents of LV three-phase alternating current motors shall be related to the capacity of the customer's service connection, as follows:

Insulated service cable, size in mm ² , copper equivalent mm ²	Maximum permissible starting current A	Suggested maximum motor rating in kW		
		Direct-on-line (6 x full-load current kW	Star/Delta (2,5 x full- load current) kW	Other means (1,5 x full-load current) kW
16	72	6	13,5	23
25	95	7,5	18	30
35	115	9	22	36,5
50	135	10	25	45
70	165	13	31	55
95	200	16	—	67
120	230	—	—	77
150	260	—	—	87

- (c) Customers supplied at medium voltage —
Where an installation is supplied at medium voltage, the starting current of a low voltage motor shall be limited to 1,5 times the rated full-load current of the transformer supplying such a motor.
The starting arrangement for all medium voltage motors shall be subject to the approval of the Engineer.
- (2) Electrical protective devices for motors shall be of such a design to effectively prevent sustained over-current and single-phasing where applicable.

50. Power factor

- (1) The power factor of any electrical connection shall be maintained by the customer within the limits of 0,85 lagging and 0,9 leading.
- (2) Where it is necessary to install power factor corrective equipment to comply with subsection (1), such corrective devices shall be connected to the individual appliance terminals unless the correction of the power factor is automatically controlled.
- (3) The consumer shall, at his/her own cost, install such corrective devices.

CHAPTER 6 MEASUREMENT OF ELECTRICITY

51. Metering

- (1) The Service Provider shall, subject to payment of the prescribed fees, provide, install and maintain appropriately rated metering equipment at the point of metering for the purpose of measuring the electricity supplied.
- (2) Electricity used by a customer where conventional metering is used, shall be ascertained by the reading the appropriate meter or meters at regular intervals. Where the metering equipment is found to be defective, the consumption for the period shall be estimated based on at least three (3) months consumption.
- (3) Where the electricity used by a customer is charged at different tariff rates, the consumption shall be metered separately for each rate.
- (4) The Service Provider reserves the right to meter the supply to blocks of shops and flats, tenement-houses and similar buildings for the buildings as a whole, or for individual units, or for groups of units.
- (5) A person may not make any alterations, repairs, additions or electrical connections of any description on the supply side of the point of metering, unless authorised to do so or specifically approved in writing by the Engineer.

52. Accuracy of metering

- (1) Any meter shall be conclusively presumed to be registering accurately when tested in the manner prescribed in Subsection (5) hereof and if its error is found to be within the limits of error as contemplated in NRS 057, Part 2: Electricity Metering: Minimum Requirements or other approved standard specifications.
- (2) The Service Provider shall have the right to test its metering equipment. If it is established by test or otherwise that such metering equipment is defective, the Service Provider shall in accordance with the provisions of sub-section (6) and (7) —
 - (a) in the case of a conventional meter, adjust the account rendered;

- (b) in the case of a pre-payment meter —
 - (i) render an account where the meter has been under-registering, or
 - (ii) issue a free token where the meter has been over-registering;
- (3) The customer shall be entitled to have the metering equipment tested by the Service Provider upon payment of the prescribed fee. If such tests reveal that the metering equipment does not comply with the system accuracy requirements stipulated in NRS 057, Part 2 or other approved standard specifications, an adjustment in accordance with the provisions of subsections (2) and (6) shall be made and the appropriate fee shall be refunded.
- (4) If the customer disputes the results of the tests referred to in subsection 3, he/she has the right to have the metering equipment under dispute tested by an independent testing authority accredited by the South African Accreditation Services at his / her own cost. The result of such test shall be final and binding.
- (5) Meters shall be tested in the manner prescribed by NRS 057 Part 2: Electricity Metering: Minimum Requirements or other approved standard specifications.
- (6) When an adjustment is made to the electricity consumption registered by a meter in terms of this section, such adjustment shall either be based on the percentage error of the meter as determined by the test referred to in sub-section (5), or upon a calculation by the Engineer from consumption data in his possession.
- (7) In the event of an adjustment made in terms of subsection (6), the adjustment may not exceed a period of twelve (12) months preceding the date on which the metering equipment was found to be inaccurate, provided that this subsection does not prevent payment for over or under-recovery for any longer period where any one of the parties is able to prove and substantiate the electricity consumption.
- (8) Where the actual load of a customer exceeds the capacity of the metering to the extent that the Service Provider deems it necessary to alter or replace its metering equipment to match the increased load, the costs of such alteration or replacement shall be borne by the customer and will be regarded part of the supply upgrade costs.
- (9) (a) Prior to the Service Provider making any adjustment to an account in terms of sub-section (6), the Engineer shall —
 - (i) notify the customer in writing of the monetary value of the adjustment to be made and the reasons therefore; and
 - (ii) in such notification provide sufficient particulars to enable the customer to submit representations thereon.
 (b) The Engineer shall consider any presentation provided by the customer in terms of subsection (a) and shall, after consideration of all the facts, decide whether the account should be adjusted.
- (c) The consumer has a right to appeal against the decision of the Engineer in terms of section 62 of the Municipal Systems Act, 2000.
- (10) If the Engineer is satisfied that a pre-payment meter did not register correctly, the Service Provider must replace the meter immediately and any credits still registered in favour of the customer on the faulty meter must be transferred to the new pre-payment meter.

53. Reading of conventional meters

- (1) Unless otherwise prescribed, conventional meters shall be read at intervals of approximately one month and the fixed charges due in terms of the tariff shall be determined accordingly.
- (2) If the Service Provider is for any reason unable to read the conventional meter, it may render an estimated account. The energy consumption shall be adjusted in a subsequent account in accordance with the actual energy consumption.
- (3) When a customer vacates a property and the Service Provider is for any reason unable to make a final reading, an estimation of the consumption may be made and the final account rendered accordingly.
- (4) A customer may at any stage and upon payment of the prescribed fee, request the Service Provider to do an additional reading.
- (5) If any calculation, reading or metering error is discovered in respect of any account rendered to a customer, the Service Provider shall rectify the error in subsequent accounts. Any such correction shall be based on the actual tariffs applicable during the period in question;
- (6) No person may influence or try to influence or interfere with the metering or meter readings in any manner.

54. Prepayment metering

- (1) No refund of the amount tendered for the purchase of electricity shall be given at the point of sale after initiation of the vending process by which the prepayment meter token is issued.
- (2) At the request of the customer, the Service Provider will issue copies of the most recent issued token for the transfer of credit to a prepayment meter.
- (3) When a customer vacates any premises where a prepayment meter is installed, no refund for the credit remaining in the meter shall be made to the customer.
- (4) The Service Provider shall not be liable for the reinstatement of credit in a prepayment meter lost due to tampering with, or the incorrect use or the abuse of, pre-payment meters and/or tokens.
- (5) Where a customer is indebted to the Service Provider for electricity consumed or to the Service Authority for any other service supplied by the Service Authority, including rates, or for any charges previously raised against him in connection with any service rendered, the Service Provider may deduct any amount tendered to first offset the amount owing to the Service Authority.
- (6) The Service Provider may, in its discretion, appoint vendors for the sale of credit for prepayment meters.

CHAPTER 7 ELECTRICAL CONTRACTORS

- 55. (1) Where an application for a new or increased supply of electricity has been made to the Service Provider, the Engineer may in his discretion accept notification of the completion of any part of an electrical installation, the circuit arrangements of which permit the electrical installation to be divided up into well-defined separate portions, and such part of the electrical installation may, at the discretion of the Engineer, be inspected, tested and connected to the supply mains as though it was a complete installation.
- (2) The examination, test and inspection that may be carried out at the discretion of the Service Provider in no way relieves the electrical contractor/accredited person, the user or lessor, as the case may be, from its responsibility for any defect in the installation. Such examination, test and inspection shall not be taken under any circumstances (even where the electrical installation has been connected to the supply mains) as indicating or guaranteeing in any way that the electrical installation has been carried out efficiently with the most suitable materials for the purpose or that it is in accordance with this bylaw or the safety standard, and neither the Service Authority nor the Service Provider shall be held responsible for any defect or fault in such electrical installation.
- 56. Neither the Service Authority nor the Service Provider shall be held responsible for the work done by the electrical contractor/accredited person at a customer's premises and shall not in any way be responsible for any loss or damage which may be occasioned by fire or by any accident arising from the state of the wiring on the premises.

**CHAPTER 8
COST OF WORK**

57. The Service Provider may repair and make good any damage done in contravention of this bylaw or resulting from a contravention of this bylaw. The cost of any such work carried out by the Service Provider which was necessary due to the contravention of this bylaw, shall be to the account of the person who acted in contravention of this bylaw.

**CHAPTER 9
LEGAL MATTERS**

58. Offences and Penalties

- (1) Any person who contravenes any of the provisions of these bylaws shall be guilty of an offence and is liable upon conviction to the penalties prescribed in these Bylaws.
- (2) Any person who continues to commit an offence after notice has been served on him/her to cease committing such offence or after he/she has been convicted of such offence shall be guilty of a continuing offence.
- (3) Any person convicted of an offence under these bylaws for which no penalty is expressly provided shall be liable to a fine not exceeding ten thousand rands or imprisonment for a period not exceed six months or to such imprisonment without the option of a fine or to both such fine and such imprisonment and, in the case of a continuing offence, to an additional fine not exceeding two hundred rands or additional imprisonment for a period not exceeding ten days or to such additional imprisonment without the option of a fine or to both such additional fine and imprisonment for each day on which such offence is continued.
- (4) Every person committing a breach of the provisions of these bylaws shall be liable to recompense the Service Authority and/or Service Provider for any loss or damage suffered or sustained by it in consequence of such breach.

59. Applicability

This bylaw is applicable to the supply of electricity within the supply area of the Service Authority, irrespective of whether or not the locus of consumption falls within the judicial boundaries of the Service Authority.

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**DORPE: WYSIGING EN OPHEFFING VAN BEPERKINGS
TOWNSHIPS AMENDMENT AND REMOVAL OF RESTRICTIONS****AANSOEKE OOREENKOMSTIG DIE WET OP OPHEFFING VAN BEPERKINGS, NO. 84 VAN 1967
APPLICATIONS IN TERMS OF THE REMOVAL OF RESTRICTIONS ACT, NO. 84 of 1967****KENNISGEWING No. 116**

Aansoeke ooreenkomstig bostaande wet om die wysiging, opskorting of verpligtinge met betrekking tot die onderstaande eiendomme is ontvang.

Die redes vir die aansoeke word hieronder verstrek. (Die letters "DBS" dui aan dat die toekomstige gebruik van die grond ooreenkomstig 'n dorpebeplanningskema beheer sal word.)

Enige besware, verkieslik met volledige redes daarvoor, moet skriftelik voor of op die sluitingsdatum soos hieronder bepaal, aan die Waarnemende Hoof, van Departement Tradisionele en Plaaslike Regeringsake, Privaatsak X54310, Durban, 4000, besorg word. Die voorgename beswaar sal die volgende vervat:

- (1) die verwysingsnommer en eiendom wat deur die beswaar geraak word;
- (2) die naam, adres, eiendomsbeskrywing en telefoonnommer van die beswaarmaker; en
- (3) of sodanige beswaarmaker sal verkies om enige verhoor en inspeksie, wat uit die beswaar mag voorspruit, by te woon.

Die aansoek sal tot 12 Januarie 2005 by die Kantoor van die Waarnemende Hoof van Departement, Tradisionele en Plaaslike Regeringsake, Kamer 268, 1ste Vloer, Burosingel 7, Mayville, Durban, ter inslae lê.

Account No. B0001130

Verw No./Ref. No. 2004/1139

Eiendom/Property:

Restant van/Remainder of Erf 325 Salt Rock

Street Address: 11 Peter Hulett Weg/Place

NOTICE No. 116

Applications have been received in terms of the abovementioned Act for the alteration, suspension or removal of restrictions or obligations pertaining to the undermentioned properties.

The reasons for the applications are set out hereunder. (The letters "TPS" indicate that the future use of the land will be controlled in terms of a town planning scheme.)

Any objections, preferably with full reasons therefor, must be lodged in writing, with the Acting Head of Department Traditional and Local Government Affairs, Private Bag X54310, Durban, 4000, so as to be received by him no later than the closing date specified below. A letter of objection must furthermore indicate the following:

- (1) the reference number and the property to which the application pertains;
- (2) the name, address, lot number and telephone number of the objector; and
- (3) whether the objector wishes to attend any hearing and inspection which may result from the objection.

The application will be open for inspection in the Office of the Acting Head of Department, Room 268, 1st Floor, Traditional and Local Government Affairs, 7 Buro Crescent, Mayville, Durban until 12 January 2005.

Rede
Reason

Om 'n titelvoorwaarde op te hef wat die oprigting van skakelhuis, losieshuis, hotel of woonstelle en meer as een woning met buitegeboue verbied sodat 'n addisionele huis opgerig mag word in terme van die Dorpebeplanningskema./To remove a condition of title that prohibits the erection of tenement houses, boarding house, hotel or block of residential flats and more than one dwelling with the necessary outbuildings so as to enable the erection of a second dwelling in terms of the Town Planning Scheme.

Account No. B0001120
 Verw No./Ref. No. 2004/1003
 Eiendom/Property: Erf 2204 Uvongo
 Street Address: Orange Rock Weg/Road

Om 'n titelvoorwaarde op te hef wat:
 die oprigting van meer as een woning met die nodige buitegeboue verbied en die boumateriaal tot baksteen, klip, beton of ander permanent en brandvry materiaal beperk; en opereer ten gunste van die eienaar van die Restant van Erf 8 Umhlangeni onder behou van Transportakte No. 4262/1936 en die onderverdelings daarvan getranspoteer op gelyksoortige voorwaardes van tyd tot tyd en deur die eienaars bekragtig mag word, sodat 'n woonstelblok opgerig mag word in terme van die Dorpsbeplanningskema.

To remove a condition of title that:
 prohibits the erection of more than one dwelling house with the necessary outbuildings and restricts the building materials to good class brick, stone, concrete or other hard permanent and fireproof material; and operates in favour of the owner of the Remainder of Lot 8 Umhlangeni held under Deed of Transfer No. 4262/1936 and the subdivisions thereof transferred on similar conditions from time to time and may be enforced by such owners, so that a block of flats may be erected on the property in terms of the Town Planning Scheme.

Account No. B0001135
 Verw No./Ref. No. 2004/1147
 Erf 647 Ramsgate, Oswald Road, Ramsgate

Om 'n titelvoorwaarde op te hef wat die oprigting van meer as een woning met die nodige buitegeboue verbied sodat vier addisionele huise opgerig mag word. (DBS)/To remove a condition of title that prohibits the erection of more than one dwelling house with the necessary outbuildings so as to enable the erection of four additional dwellings. (TPS)

Account No. B0001141
 Verw No./Ref. No. 2004/1257
 Eiendom/Property: Erf 824 Durban
 Street Address: 85 Claribel Weg/Road

Om titelvoorwaardes op te hef wat die oprigting van meer as een woning en die oprigting van 'n gebou met voorkant teenoor die agtersteeg verbied sodat addisionele woning en kantore opgerig mag word./To remove conditions of title that prohibit the erection of more than one dwelling house and the erection of a building fronting the back lane so as to enable the erection of additional dwelling and offices.

Account No. B0001160
 Verw No./Ref. No. 2004/1339
 Eiendom/Property:
 Erf 476 La Mercy
 Street Address: 228 South Beach Road

Om 'n titelvoorwaarde op te hef wat die oprigting van deelhuis, skakelhuis, losieshuis, hotel of woonstelle en meer as een woning verbied sodat 'n deeltitelhuisvesting ontwikkel kan word. (DBS)/To remove a condition of title that prohibits the erection of semi-detached house, tenement houses, boarding house, hotel or block of residential flats and more than one dwelling house so as to enable the erection of a sectional title development. (TPS)

Account No. B0001149
 Verw No./Ref. No. 2004/1340
 Eiendom/Property: Remainder of Erf 387 Umtentweni
 Street/Straat Address: 387 Commercial Weg/Road

Om 'n voorwaarde op te hef wat die oprigting van meer as een woning, een losieshuis, of een hotel, of een blok woonstelle met die nodige buitegeboue verbied sonder die voorafgaande goedkeuring van die Minister sodat meereenheidswonings op die eiendom opgerig mag word in terme van die Dorpsbeplanningskema./To remove a condition of title that prohibits the erection of more than one dwelling house, one boarding house, or one hotel, or one block of residential flats with the necessary outbuildings without the prior approval of the Minister so as to enable the erection of Multi Family Units on the property in terms of the Town Planning Scheme.

Account No. B0001150
 Verw No./Ref. No. 2004/1341
 Eiendom/Property: Remainder of Erf 384 Umtentweni
 Street/Straat Address: Commercial Weg/Road

Om 'n voorwaarde op te hef wat die oprigting van deelhuis, losieshuis, hotel of blok woonstelle en meer as een woning met die buitegeboue verbied sonder die goedkeuring van die Minister sodat meereenheidswonings op die eiendom opgerig mag word in terme van die Dorpsbeplanningskema./To remove a condition of title that prohibits the erection of tenement houses, boarding house, hotel or block of residential flats and more than one dwelling house together with outbuildings without the consent of the Minister so as to enable the erection of Multi Family Units on the property in terms of the Town Planning Scheme.

Account No. B0001151
 Verw No./Ref. No. 2004/1342
 Eiendom/Property: Remainder of Erf 391 Umtentweni
 Street/Straat Address: Commercial Weg/Road

Om 'n voorwaarde op te hef wat die oprigting van meer as een woonhuis, of een losieshuis of een hotel of een blok woonstelle met die nodige buitegeboue verbied sonder die voorafgaande goedkeuring van die Premier sodat meereenheidswonings op die eiendom opgerig mag word in terme van die Dorpsbeplanningskema./To remove a condition of title that prohibits the erection of more than one dwelling house or one boarding house or one block of residential flats with the necessary outbuildings without the prior approval of the Premier so as to enable the erection of Multi Family Units on the property in terms of the Town Planning Scheme.

MISCELLANEOUS/DIVERSE

Kennisgewing ingevolge Regulasie 21(10) van die Regulasie op Grondfasilitering ingevolge die Wet op Ontwikkelingsfasilitering, 1995

OWEN MURRAY GREENE het 'n aansoek ingedien ingevolge die Wet op Ontwikkelingsfasilitering, 1995, vir die stigting van 'n grondontwikkelingsgebied te Gedeelte 6 van die Plaas Prosper No. 6853, geleë in die Munisipaliteit uMngeni.

Die ontwikkeling sal bestaan uit die volgende: 11 residensiele erven, 1 besigheids erf, 1 landbou erf.

Die betrokke planne, dokumente en inligting is beskikbaar vir inspeksie te uMpofana Munisipale Kantoor, Mooi Rivier vir 'n tydperk van 21 dae vanaf 9 Desember 2004.

Die aansoek sal oorweeg word tydens 'n Tribunaalverhoor wat gehou sal word te Mpofana Stadsaal, Mooi Rivier, op 1 Maart 2005 om 09:30 en die voorverhoorsamesprekings sal gehou word te selfde plek op 3 Februarie 2005 om 10:00.

U kan 'n inspeksie ter plaatse van die grondontwikkelingsgebied wat op 28 Februarie 2005 om 14:00 deur die Tribunaal gehou sal word, bywoon.

Enige persoon wat 'n belang het by die aansoek neem asseblief kennis:

1. U mag binne 'n tydverloop van 21 dae vanaf die eerste publikasie van hierdie kennisgewing, die aangewese beampte skriftelik van u besware of verdoë; of
2. Indien u kommentaar neerkom op 'n beswaar met betrekking tot enige aspek van die grondontwikkelingsaansoek, moet u persoonlik voor die Tribunaal by die voorverhoorsamesprekings verskyn of verteenwoordig word, op die datum hierbo genoem.

Enige geskrewe beswaar of verdoë moet ingedien word by die aangewese beampte, S. Mlotshwa, te Mgungundlovu Distrik Munisipale Kantoor, Posbus 3235, Pietermaritzburg, 3200, en u indien u enige navrae het, kan u in aanraking kom met die aangewese beampte by Telefoon No. 033-897 6700 en Faks No. 033-342 5502.

H2—Desember 9, 16, 2004.

Umthetho 21(10) wemithetho yokuKhuthaza iNtuthuko ngokulandela uMthetho wokuKhuthaza iNtuthuko ka-1995

OWEN MURRAY GREENE ufake isicelo ngokulandela uMthetho wokuKhuthaza iNtuthuko mayelana nokumiswa kwendawo yokuthuthukiswa Portion 6 of the Farm Prosper No. 6853 KwaZulu-Natal.

Ukuthuthukisa kubandakanywa lokhu okulandelayo: kuzobe kunendawo yokuwakha-izindlu eziwu 11 zokuhlala, neofisi yomsebenzi eyodwa, nendawo yepulazi eyodwa.

Ipulani (amapulani), incwadi (izincwadi) neminingwane edingekayo ukuze ihlolwe itholakale: eMunicipal Manager, Mpofana Municipality, Mooi River isikhathi esiyizinsuku ezingama-21 kusukela 9 kuNdasa 2004.

Isicelo siyocutshungulwa eNkundleni yokulalela izicelo eyokuhlala eMpofana Town Hall, Mooi River, amhla ka 1 kuNdasa 2005 ngo 09:30 kanti umhlangano wokwendulela uyoba Mpofana Town Hall, Mooi River mhla ka 3 kuNhlolanja 2005 ngo 10:00.

Ungaba khona lapho kuhlolwa mathupha indawo ethuthukiswayo okuyokwenziwa yiNkundla yokulalela izicelo mhla ka 28 kuNhlolanja 2005 ngo 14:00.

Yinoma yimuphi umuntu onentshisekelo mayelana nesicelo kumele aqaphele lokhu:

1. Ezinsukwini ezingamashumi amabili nanye lesi saziso sokugala simenyezwe, unganikeza isiphathi-mandla esiqokwe isikhalo noma umbono wakho obhalwe phansi; noma.
2. Uma umbono wakho kuyisikhalo esiqondene nokuthile mayelana nesicelo sokuthuthukisa umhlaba, kumele ube khona mathupha noma umelwe ummeli eNkundleni ngosuku olubalulwe ngenhla.

Noma yisiphi isikhalo noma umbono obhalwe phansi kumele uthunyelwe kwisiphathimandla esiqokwe Ms S. Mlotshwa, uMgungundlovu District Municipality, 242 Longmarket Street, Pietermaritzburg, 3201, P.O. Box 3235, Pietermaritzburg, 3200, futhi ungathintana nesiphathi-mandla lapha. Inombolo yocingo: 033-897 6700, Inombolo yefeksi: 033-342 5502.

H2—kuZibandlela 9, 16, 2004.

Notice in terms of Regulation 21(10) of the Development Facilitation Regulations in terms of the Development Facilitation Act, 1995

OWEN MURRAY GREENE has lodged an application in terms of the Development Facilitation Act, 1995, for the establishment of a land development area on Portion 6 of the Farm Prosper No. 866, situate in the uMngeni Municipality.

The development will consist of the following: 11 residential sites, 1 business site, 1 agricultural site.

The relevant plans, documents and information are available for inspection at the Mpofana Municipality Offices, Mooi River for a period of 21 days from 9 December 2004.

The application will be considered at a Tribunal hearing to be held at 09:30 on 1 March 2004 at the Mpofana Town Hall, Mooi River, and the pre-hearing conference will be held at 10:00 on 3 February 2005 at the same venue.

You may attend an inspection *in loco* of the land development area, which will be conducted by the Tribunal on 28 February 2005 at 14:00.

Any person having an interest in the application should please note:

1. You may within a period of 21 days from the date of the first publication of this notice, provide the designated officer with your written objections or representations; or
2. If your comments constitute an objection to any aspect of the land development application, you must appear in person or through a representative before the Tribunal at the pre-hearing conference, on the date mentioned above.

Any written objection or representation must be delivered to the designated officer, Ms S. Mlotshwa at the uMgungundlovu District Municipal Offices, 242 Longmarket Street, Pietermaritzburg, P.O. Box 3235, Pietermaritzburg, 3200; and you may contact the designated officer if you have any queries at the following: Telephone Number: 033-897 6700, Fax Number: 033-343 5502.

H2—December 9, 16, 2004.

EXPROPRIATION : LOT 515 A OF FARM 9588 DISTRICT CREIGHTON KWAZULU-NATAL

In order to provide much needed housing for the inhabitants within the area of the Ingwe Municipality it is necessary to construct houses.

In terms of a resolution passed by the Council Notice is therefore given in terms of the Local Authorities Ordinance (25 of 1974) that it is the Council's intention to expropriate the immovable property described as Lot 515 A of farm 9588 Registration Division FS, diagram deed number G9588/920 province KwaZulu-Natal commonly known as Tarr's Valley for the construction of housing with effect from 1 September 2004. The Municipality will take possession of the said property on 1 October 2004.

The said diagram is available for inspection at the offices of the Ingwe Municipality during office hours.

Your attention is further drawn to the provisions of sections 9(1) and 12(3)

(a)(ii) of the Expropriation Act No. 63 of 1975 relating to compensation.

I am also required to advise you that with effect from the date of publication of this notice any person who effects improvements to, demolishes, damages, alters, or in any other manner impairs such immovable property shall be guilty of an offence.

Any objection to the proposed expropriation must be lodged with the Municipal Manager within 30 days of this notice.

L.M. HEINER
Municipal Manager
Ingwe Municipality
Main Street
Creighton
KwaZulu-Natal

H5—December 2, 9 2004.

EXPROPRIATION : SUB-DIVISION I OF C31 NO. 7043 CREIGHTON KWAZULU-NATAL

In order to provide much needed housing for the inhabitants within the area of Ingwe Municipality it is necessary to construct houses.

In terms of a resolution passed by the Council Notice is therefore given in terms of the Local Authorities Ordinance (25 of 1974) that it is the Council's intention to expropriate the immovable property described as Portion 1 of the Farm Lot S 31 C No. 7043, Registration Division FT, Province of KwaZulu Natal in the extent of 60.7029 (sixty comma seven zero two nine) hectares, commonly known as Ngcobo's Farm for the construction of housing with effect from 1 September 2004. The Municipality will take possession of the said property on 1 October 2004.

Your attention is further drawn to the provisions of sections 9(1) and 12(3)

(a)(ii) of the Expropriation Act No. 63 of 1975 relating to compensation.

I am also required to advise you that with effect from the date of publication of this notice any person who effects improvements to, demolishes, damages, alters, or in any other manner impairs such immovable property shall be guilty of an offence.

Any objection to the proposed expropriation must be lodged with the Municipal Manager within 30 days of this notice.

L.M. HEINER
Municipal Manager
Ingwe Municipality
Main Street
Creighton
KwaZulu-Natal

H6—December 2, 9 2004.