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GENERAL NOTICE

DEPARTMENT OF COMMERCE

No. R. 2167

3 December 1971

PRICE CONTROL

CONDITIONS OF SALE

1. I, Gabriël Joseph Johannes Fourie Steyn, Price Controller, acting under the powers vested in me by section 9 of the Price Control Act, 1964 (Act 25 of 1964), do hereby prohibit, with effect from the date of publication hereof, the sale of the goods set out in column 1 of Schedule A hereto subject to conditions in terms of which—

(a) the purchase price is paid wholly or partly out of moneys, save moneys paid or owing to the purchaser by the seller as emoluments, obtained directly or indirectly from or through the seller or any person whose business or undertaking or part of whose business or undertaking it is by arrangement with the seller to make available money for payments under agreements with the seller; or

(b) if the purchase price is payable over a period exceeding three months—

(i) less than the appropriate portion set out in column 2 of Schedule A hereto of the cash price of the goods concerned shall or may be paid in cash or kind at the time the agreement is entered into; or

(ii) the payment referred to in paragraph (i), if that payment is made wholly or partly in kind, is reduced by an amount which exceeds a reasonable price for the goods with which the payment is made; or

(iii) the amount of any one instalment differs by more than 10 per cent from any of the other instalments, save the payment referred to in paragraph (i) which may be larger and save the final instalment which may be smaller than the amount of the said one instalment or of the said other instalments; or

(iv) the full purchase price shall or may be paid over a longer period than the appropriate period set out in column 3 of Schedule A hereto; or

ALGEMENE KENNISGEWING

DEPARTEMENT VAN HANDEL

No. R. 2167

3 Desember 1971

PRYSBEHEER

VERKOOPVOORWAARDES

1. Ek, Gabriël Joseph Johannes Fourie Steyn, Prys-kontroleur, handelende kragtens die bevoegdheid my verleen by artikel 9 van die Wet op Prysbeheer, 1964 (Wet 25 van 1964), verbied hierby met ingang van die datum van publikasie hiervan, die verkoop van die goedere in kolom 1 van Bylae A hiervan vermeld op voorwaardes waarvolgens—

(a) die koopprys in sy geheel of gedeeltelik betaal word uit geld, uitgesonderd geld aan die koper deur die verkoper as emolumente betaal of verskuldig, wat regstreeks of onregstreeks verkry is van of deur bemiddeling van die verkoper of iemand wat 'n besigheid of onderneming daarvan maak of van wie se besigheid of onderneming dit 'n deel is om, volgens reëling met die verkoper, geld beskikbaar te stel vir betalings kragtens kontrakte met die verkoper; of

(b) indien die koopprys oor 'n tydperk van langer as drie maande betaalbaar is—

(i) minder as die toepaslike gedeelte vermeld in kolom 2 van Bylae A hiervan, van die kontantprys van die betrokke goed in geld of goed ten tyde van die aangaan van die ooreenkoms betaal moet kan word; of

(ii) die betaling in paragraaf (i) bedoel, indien daardie betaling in sy geheel of gedeeltelik in goed gedoen word, verminder word met 'n bedrag wat meer is as 'n redelike prys vir die goed waarmee die betaling gedoen word; of

(iii) die bedrag van 'n enkele paaïement met meer as 10 persent van enige van die ander paaïemente verskil, uitgesonderd die betaling in paragraaf (i) bedoel wat groter en uitgesonderd die finale paaïement wat kleiner as die bedrag van genoemde enkele paaïement of van genoemde ander paaïemente mag wees; of

(iv) die volle koopprys oor 'n langer tydperk as die toepaslike termyn vermeld in kolom 3 van Bylae A hiervan, betaal moet of kan word; of

(v) the seller is relieved of liability for any act, omission or representation on the part of any person acting on his behalf in connection with the conclusion of the agreement or the negotiations which precede the conclusion of the agreement; or

(vi) the purchaser is required to give a promissory note in respect of any liability under such an agreement; or

(vii) the purchaser shall be liable for any costs in connection with the recovery of any amount owed by him under the agreement, which are not recoverable under section 5 of the Limitation and Disclosure of Finance Charges Act, 1968 (Act 73 of 1968); or

(viii) the liability of the seller under any guarantee, warranty or legal provision which, in the absence of such condition, would be implied in the agreement, is excluded or restricted; or

(ix) the parties to the agreement are purported to be denied the right of alleging any relevant circumstances in connection with the matters referred to in paragraphs (i) to (vi) inclusive of this regulation, other than that mentioned in the document in which the agreement is embodied; or

(x) the purchaser represents and warrants that any expenditure for the acquisition of the goods set out in paragraph 9 of column 1 of Schedule A hereto is incurred for the production of the income of the purchaser or that, in the determination of his taxable income, depreciation or wear and tear of those goods is an amount allowed to be deducted or set off under Part I of Chapter II of the Income Tax Act, 1962 (Act 58 of 1962).

2. Apart from the meaning assigned to it in section 1 of the Price Control Act, 1964, "sale" also has the meaning set out in Schedule B hereto.

3. This notice is not applicable to the sale of the goods enumerated in Schedule A hereto by a manufacturer or reseller to a reseller of such goods.

4. Government Notices R. 2113 of 27 November 1970, R. 244 of 19 February 1971 and R. 1671 of 24 September 1971 are hereby withdrawn.

G. J. J. F. STEYN, Price Controller.

SCHEDULE A

Column 1 <i>Goods</i>	Column 2 <i>Portion of the cash price</i>	Column 3 <i>Period of payment</i>
1. Household furniture, including garden furniture, mattresses, floor carpets and floor rugs, irrespective of the materials from which these articles are manufactured.....	10 per cent	24 months
2. Electrical and non-electrical appliances for domestic use, including radios as well as gramophones, sound recorders and reproducers, record players, tape and wire decks, loudspeakers and amplifiers and accessories for these articles, but excluding portable radios and car radios and coal stoves.....	10 per cent	24 months
3. Venetian and other blinds, irrespective of the materials from which these articles are manufactured.....	10 per cent	24 months
4. Musical instruments, excluding pianos and organs.....	15 per cent	24 months
5. Camping equipment, including tents but excluding caravans.....	20 per cent	24 months

(v) die verkoper van aanspreeklikheid vir die doen en late of vir 'n voorstelling van iemand wat namens hom optree in verband met die sluiting van die ooreenkoms of die onderhandelinge wat die sluiting van die ooreenkoms voorafgaan, onthef word; of

(vi) van die koper vereis word om 'n promesse te lewer ten opsigte van enige aanspreeklikheid ingevolge so 'n ooreenkoms; of

(vii) die koper aanspreeklik is vir enige koste in verband met die terugvordering van 'n bedrag wat deur hom ingevolge die ooreenkoms verskuldig is, wat nie ingevolge artikel 5 van die Wet op Beperking en Bekendmaking van Finansieringskoste, 1968 (Wet 73 van 1968), verhaalbaar is nie; of

(viii) die aanspreeklikheid van die verkoper ingevolge 'n garansie, waarborg of regsbeperking wat, by ontstentenis van so 'n voorwaarde, 'n versweë beding van die ooreenkoms sou wees, uitgesluit of beperk word; of

(ix) die partye by die ooreenkoms heet die reg ontsê te word om die bestaan te beweer van 'n ander tersaaklike omstandigheid in verband met die aangeleenthede in paragrawe (i) tot en met (vi) van hierdie regulasie vermeld, as dié wat genoem word in die dokument waarin die ooreenkoms beliggaam is; of

(x) die koper beweer en daarvoor instaan dat 'n uitgawe vir die aanskaffing van die goedere in paragraaf 9 van kolom 1 van Bylae A hiervan vermeld, ter voorbrenging van die inkomste van die koper aangegaan word of dat, by die vasstelling van sy belasbare inkomste, waardevermindering of slytasie van daardie goedere, 'n bedrag is wat, ingevolge Deel I van Hoofstuk II van die Inkomstebelastingwet, 1962 (Wet 58 van 1962), afgetrek of verreken kan word.

2. Benewens die betekenis ingevolge artikel 1 van die Wet op Prysbeheer, 1964, daaraan toegeskryf, het "verkoop" ook die betekenis soos in Bylae B hiervan uiteengesit.

3. Hierdie kennisgewing is nie van toepassing op die verkoop van die goedere in Bylae A hiervan vermeld, deur 'n vervaardiger of herverkoper aan 'n herverkoper van sodanige goedere nie.

4. Goewermentskennisgewings R. 2113 van 27 November 1970, R. 244 van 19 Februarie 1971 en R. 1671 van 24 September 1971 word hierby ingetrek.

G. J. J. F. STEYN, Pryscontroleur.

BYLAE A

Kolom 1 <i>Goedere</i>	Kolom 2 <i>Gedeelte van kontant-prys</i>	Kolom 3 <i>Afbetalings-termyn</i>
1. Huishoudelike meubels, met inbegrip van tuinmeubels, matrasse, vloertapyte en vloermatjies, ongeag die materiaal waaruit hierdie artikels vervaardig is.....	10 persent	24 maande
2. Elektriese en nie-elektriese toestelle vir huishoudelike gebruik, met inbegrip van radiotoestelle asook grammofoone, klankopnemers en -weergewers, platespelers, band- of draadeenhede, luidsprekers en klankversterkers en bykomende benodigdhede vir hierdie artikels, maar uitgesonderd draagbare radio's en motorradio's en koolstowe	10 persent	24 maande
3. Hortjies en ander blindings, ongeag die materiaal waar uit hierdie artikels vervaardig is.....	10 persent	24 maande
4. Musiekinstrumente, uitgesonderd klaviere en orrels.....	15 persent	24 maande
5. Kampeertoerusting, met inbegrip van tente maar uitgesonderd woonwaens..	20 persent	24 maande

Column 1	Column 2	Column 3
<i>Goods</i>	<i>Portion of the cash price</i>	<i>Period of payment</i>
6. Jewellery and parts thereof, including clocks and watches.....	25 per cent	24 months
7. Photographic and cinematographic cameras, enlargers and reducers; projectors including accessories for these articles, but excluding closed circuit television equipment and equipment for cinemas and theatres.....	30 per cent	24 months
8. Sporting and pleasure vessels of all kinds including inboard and outboard engines for such vessels.....	40 per cent	24 months
9. Mechanically propelled motor vehicles, in respect of which expenditure for the acquisition thereof is not incurred for the production of the income of the purchaser and in respect of which depreciation, wear and tear thereof, in the determination of the taxable income of the purchaser, are not amounts allowed to be deducted or set off under Part I of Chapter II of the Income Tax Act, 1962 (Act 58 of 1962)	40 per cent	24 months

SCHEDULE B

DEFINITION OF "SALE"

For the purposes of section 9 of the Price Control Act, 1964 (Act 25 of 1964), unless the context otherwise indicates the term "sale" shall, for the purposes of this notice, have the following meanings in addition to the meaning assigned to it in terms of section 1 of the Act:

1. The conclusion of any contract, or the issue of any offer or invitation, whether orally, in writing or by way of advertisement, to enter into a contract, in terms of which one party, the creditor, undertakes to transfer possession, use or enjoyment of goods to some other party, the debtor, and in terms of which the debtor undertakes to pay an amount in cash or in kind to the creditor or his successors in title and any other contract which has, or contracts which together have, the same import, irrespective of the form which such contract or contracts may assume, unless—

(a) in such contract or contracts, offer, invitation or advertisement it is specified—

(i) that the debtor or any person on his behalf shall not at any stage during the term of validity of the contract or thereafter acquire ownership of the goods or retain possession, use or enjoyment of the goods after the termination of the contract; and

(ii) when the period of the contract does not exceed three months, that the debtor may at any time after the contract is entered into return the goods to the creditor; and

(b) when the period of the contract exceeds three months—

(i) the payments in terms of the contract, in the determination of the taxable income of the debtor, are amounts allowed to be deducted or set off wholly or partly under Part I of Chapter II of the Income Tax Act, 1962 (Act 58 of 1962); and

(ii) the creditor has taken reasonable steps to ascertain whether the said payments are amounts allowed to be deducted or set off as contemplated in paragraph (i).

Kolom 1	Kolom 2	Kolom 3
<i>Goedere</i>	<i>Gedeelte van kontant-prys</i>	<i>Afbetalingstermyn</i>
6. Juweliersware en onderdele daarvan, met inbegrip van uurwerke en horlosies.....	25 persent	24 maande
7. Fotografiese en kinematografiese kameras, vergroters en verkleiners en projektors, met inbegrip van bykomende benodigdhede vir hierdie artikels maar uitgesonderd televisietoerusting met geslote baan en toerusting vir bioskope en teaters.....	30 persent	24 maande
8. Sport- en plesiervaartuie van alle soorte, met inbegrip van binne- en buiteboordmotore daarvoor.....	40 persent	24 maande
9. Meganies aangedrewe motorvoertuie ten opsigte waarvan uitgawe vir die aanskaffing daarvan nie ter voortbrenging van die inkomste van die koper aangegaan word nie en ten opsigte waarvan die waardevermindering en slytasie daarvan by die vasstelling van die belasbare inkomste van die koper, nie bedrae is wat ingevolge Deel I van Hoofstuk II van die Inkomstebelastingwet, 1962 (Wet 58 van 1962), afgetrek of verreken kan word	40 persent	24 maande

BYLAE B

DEFINISIE VAN "VERKOOP"

Vir die toepassing van artikel 9 van die Wet op Prysbeheer, 1964 (Wet 25 van 1964), het die woord "verkoop", tensy uit die samehang anders blyk, benewens die betekenis ingevolge artikel 1 van die Wet daaraan geheg, vir die toepassing van hierdie kennisgewing ook die volgende betekenis:

1. Die aangaan van 'n kontrak, of die uitreik van 'n aanbod of uitnodiging, hetsy mondeling, skriftelik of by wyse van advertensie, om 'n kontrak aan te gaan waarkragens een party, die skuldeiser, hom verbind om die besit, gebruik of genot van goedere aan 'n ander party, die skuldenaar, oor te dra en waarkragens die skuldenaar hom verbind om 'n bedrag in geld of goed aan die skuldeiser of sy opvolgers in titel te betaal en enige ander kontrak wat, of enige ander kontrakte wat gesamentlik, dieselfde strekking het, ongag die vorm wat daardie kontrak of kontrakte ook al aanneem, tensy—

(a) in sodanige kontrak of kontrakte, aanbod, uitnodiging of advertensie gespesifiseer word—

(i) dat die skuldenaar, of enige persoon namens hom in geen stadium gedurende die geldigheidsduur van die kontrak of daarna eiendomsreg op die goedere mag verkry nie en, na die beëindiging van die kontrak, nie die besit, gebruik of genot van die goedere mag behou nie; en

(ii) waar die kontraktermyn nie drie maande oorskry nie, dat die skuldenaar die goedere te eniger tyd na die aangaan van die kontrak aan die skuldeiser kan teruggee; en

(b) waar die kontraktermyn drie maande oorskry—

(i) die betalings ingevolge die kontrak, by die vasstelling van die belasbare inkomste van die skuldenaar, bedrae is wat, kragens Deel I van Hoofstuk II van die Inkomstebelastingwet, 1962 (Wet 58 van 1962), in hul geheel of gedeeltelik afgetrek of verreken kan word; en

(ii) die skuldeiser redelike stappe gedoen het om te bepaal of genoemde betalings bedrae is wat, soos in paragraaf (i) bedoel, afgetrek of verreken kan word.

2. Any contract or contracts envisaged in paragraph 1, the period of which exceeds three months and in which is embodied a provision which purports—

(a) to hold the debtor liable for costs in connection with the recovery of any amount owed by him under the contract, which are not recoverable from him under section 5 of the Limitation and Disclosure of Finance Charges Act, 1968 (Act 73 of 1968); or

(b) to exclude or restrict the liability of the creditor under any guarantee, warranty or legal provision which, in the absence of the provision, would be implied in the contract; or

(c) to relieve the creditor of liability for any act, omission or representation on the part of any person acting on his behalf in connection with the conclusion of the agreement of the negotiations which precede the conclusion of the agreement; or

(d) to deny the parties to the agreement the right of alleging any relevant circumstances in connection with the matters referred to in paragraphs (i) to (vi) inclusive of regulation 1 (b) of this notice other than that mentioned in the document in which the agreement is embodied.

2. 'n Kontrak of kontrakte in paragraaf 1 beoog, waarvan die termyn drie maande oorskry en waarin 'n bepaling beliggaam is wat heet—

(a) die skuldenaar aanspreeklik te hou vir koste in verband met die terugvordering van 'n bedrag wat deur hom ingevolge die kontrak verskuldig is, wat nie ingevolge artikel 5 van die Wet op Beperking en Bekendmaking van Finansieringskoste, 1968 (Wet 73 van 1968) verhaalbaar is nie; of

(b) die aanspreeklikheid van die skuldeiser ingevolge 'n garansie, waarborg of regsbeepaling wat, by ontstentenis van die bepaling, 'n versweë beding van die kontrak sou wees, uit te sluit of te beperk; of

(c) die skuldeiser van aanspreeklikheid vir die doen en late of vir 'n voorstelling van iemand wat namens hom optree in verband met die sluiting van die kontrak of die onderhandelinge wat die sluiting van die kontrak voorafgaan, te onthef; of

(d) die partye by die kontrak die reg te ontsê om die bestaan te beweer van 'n ander tersaaklike omstandigheid in verband met die aangeleenthede in paragrawe (i) tot en met (vi) van regulasie 1 (b) van hierdie kennisgewing vermeld, as dié wat genoem word in die dokument waarin die kontrak beliggaam is.

CONTENTS

Commerce, Department of

GENERAL NOTICE

No.	PAGE
2167. Price Control: Conditions of sale ...	1

INHOUD

Handel, Departement van

ALGEMENE KENNISGEWING

No.	BLADSY
2167. Prysbeheer: Verkoopsvoorwaardes ...	1