



STAATSKOERANT

VAN DIE REPUBLIEK VAN SUID-AFRIKA

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GOVERNMENT GAZETTE

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PROKLAMASIES

van die Waarnemende Staatspresident van die Republiek van Suid-Afrika

No. R. 219, 1978

VERKLARING VAN 'N VARSPRODUKTEMARK TOT NASIONALE VARSPRODUKTEMARK

Kragtens die bevoegdheid my verleen by artikel 15 van die Wet op die Kommissie vir Varsprodukte, 1970 (Wet 82 van 1970), verklaar ek hierby die varsprodukte-mark in die Bylae hiervan beskryf tot 'n nasionale vars-produkte-mark vir die doeleindes van genoemde Wet.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Pretoria, op hede die Agtiende dag van Augustus Eenduisend Negehoenderd Agt-en-sewentig.

M. VILJOEN, Waarnemende Staatspresident.

Op las van die Waarnemende Staatspresident-in-rade:
H. S. J. SCHOEMAN.

BYLAE

Die munisipale varsprodukte-mark van Klerksdorp geleë op perseelnommers 59, 60, 61, 62, 63, 64, 93, 94, 95, 96 en 97 in die dorpsgebied Uraniaville, binne die munisipale gebied van Klerksdorp.

No. R. 221, 1978

DATUM VAN INWERKINGTREDING VAN DIE WYSIGINGSWET OP DIE NASIONALE INSTITUUT VIR METALLURGIE, 1978

Kragtens die bevoegdheid my verleen by artikel 6 van die Wysigingswet op die Nasionale Instituut vir Metallurgie, 1978 (Wet 45 van 1978), verklaar ek hierby dat genoemde Wet op die Eerste dag van September Eenduisend Negehoenderd Agt-en-sewentig in werking tree.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Durban, op hede die Veertiende dag van Julie Eenduisend Negehoenderd Agt-en-sewentig.

N. DIEDERICH, Staatspresident.

Op las van die Staatspresident-in-rade:

S. P. BOTHA.

PROCLAMATIONS

by the Acting State President of the Republic of South Africa

No. R. 219, 1978

DECLARATION OF A FRESH PRODUCE MARKET TO BE A NATIONAL FRESH PRODUCE MARKET

Under the powers vested in me by section 15 of the Commission for Fresh Produce Markets Act, 1970 (Act 82 of 1970), I hereby declare the fresh produce market described in the Schedule hereto, to be a national fresh produce market for the purposes of the said Act.

Given under my Hand and the Seal of the Republic of South Africa at Pretoria on this Eighteenth day of August, One thousand Nine hundred and Seventy-eight.

M. VILJOEN, Acting State President.

By Order of the Acting State President-in-Council:
H. S. J. SCHOEMAN.

SCHEDULE

The municipal fresh produce market of Klerksdorp situated on stands number 59, 60, 61, 62, 63, 64, 93, 94, 95, 96 and 97, in the Uraniaville Township within the municipal area of Klerksdorp.

No. R. 221, 1978

DATE OF COMING INTO OPERATION OF THE NATIONAL INSTITUTE FOR METALLURGY AMENDMENT ACT, 1978

Under the powers vested in me by section 6 of the National Institute for Metallurgy Amendment Act, 1978 (Act 45 of 1978), I hereby declare that the said Act shall come into operation on the First day of September, One thousand Nine hundred and Seventy-eight.

Given under my Hand and the Seal of the Republic of South Africa at Durban this Fourteenth day of July, One thousand Nine hundred and Seventy-eight.

N. DIEDERICH, State President.

By Order of the State President-in-Council:

S. P. BOTHA.

DEPARTEMENT VAN ARBEID

No. R. 1747

1 September 1978

WET OP NYWERHEIDSVERSOENING, 1956**BUITEBAND- EN RUBBERNYWERHEID,
OOSTELIKE PROVINSIE**

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Buiteband- en Rubbernywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Mei 1980 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 17, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Mei 1980 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (4) (b), 16 (1) en (2) en 17, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Mei 1980 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle Swartes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Swartes in hul diens.

S. P. BOTHA, Minister van Arbeid.

BYLAE**NYWERHEIDSRAAD VIR DIE BUITEBAND- EN RUBBER-
NYWERHEID, OOSTELIKE PROVINSIE****OOREENKOMS**

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen

The Port Elizabeth and Uitenhage Tyre and Rubber
Manufacturers Employers' Association

(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

S.A. Yster-, Staal- en Verwante Nywerhede-Unie

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Buiteband- en Rubbernywerheid, Oostelike Provinsie.

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet in die Buiteband- en Rubbernywerheid nagekom word—

(a) deur alle werkgewers en werknemers wat lede van die werkgewersorganisasie en die vakvereniging is;

(b) in die landdrostrikte Port Elizabeth en Uitenhage.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms—

(a) van toepassing op vakleerlinge slegs vir sover dit nie onbestaanbaar is nie met die bepalings van of voorwaardes gestel ingevolge die Wet op Vakleerlinge (Wet 37 van 1944);

DEPARTMENT OF LABOUR

No. R. 1747

1 September 1978

INDUSTRIAL CONCILIATION ACT, 1956**TYRE AND RUBBER MANUFACTURING
INDUSTRY, EASTERN PROVINCE**

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Tyre and Rubber Manufacturing Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 May 1980, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2 and 17, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 May 1980, upon all employers and employees other than those referred to in paragraph (a) of this notice who are engaged or employed in the said Industry in the areas specified in clause 1 (1) (b) of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the said Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 31 May 1980, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (4) (b), 16 (1) and (2) and 17, shall *mutatis mutandis* be binding upon all Blacks employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Blacks in their employ.

S. P. BOTHA, Minister of Labour.

SCHEDULE**INDUSTRIAL COUNCIL FOR THE TYRE AND RUBBER
MANUFACTURING INDUSTRY, EASTERN PROVINCE****AGREEMENT**

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between

The Port Elizabeth and Uitenhage Tyre and Rubber
Manufacturers Employers' Association

(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

S.A. Yster-, Staal- en Verwante Nywerhede-Unie

(hereinafter referred to as the "employees" or the "trade union"), of the other part,

being the parties to the Industrial Council for the Tyre and Rubber Manufacturing Industry, Eastern Province.

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Tyre and Rubber Manufacturing Industry—

(a) by all employers and employees who are members of the employers' organisation and the trade union;

(b) in the Magisterial Districts of Port Elizabeth and Uitenhage.

(2) Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall—

(a) apply to apprentices only in so far as they are not inconsistent with the provisions of, or any conditions fixed under the Apprenticeship Act (Act 37 of 1944);

(b) nie van toepassing nie op 'n onderbaas, klerk, versendingsklerk, fabrieksklerk, eerstehulpbediener, voorman, magasynman of toesighouer / skofvoorman wat op 'n maandelikse grondslag besoldig word en op alle personeelvoorregte geregtig is.

(3) Vir die toepassing van hierdie Ooreenkoms word die weekloon van vakleerlinge wat ingevolge die Wet op Vakleerlinge (Wet 37 van 1944) voorgeskryf word, geag die weekloon te wees en word die uurloon geag die weekloon gedeel deur 45 te wees.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking met ingang van 'n datum wat die Minister van Arbeid kragtens artikel 48 van die Wet vasstel en bly van krag vir die tydperk eindigende 31 Mei 1980 of vir dié tydperk of tydperke wat hy vasstel.

3. WOORDOMSKRYWING

Tensy onbestaanbaar met die samehang, het alle uitdrukkings wat in hierdie Ooreenkoms gebruik en in die Wet omskryf word, dieselfde betekenis as in daardie Wet, en waar daar van 'n wet melding gemaak word, omvat dit alle wysigings van so 'n wet; voorts, tensy onbestaanbaar met die samehang, beteken—

“Wet” die Wet op Nywerheidsversoenig, 1956;

“middagskof” 'n werktydperk waarvan die grootste gedeelte tussen 15h00 en 23h00 val;

“vakleerling” 'n werknemer wat diens doen ingevolge 'n skriftelike leerlingskontrak wat geregistreer is of geag word geregistreer te wees ingevolge die Wet op Vakleerlinge (Wet 37 van 1944), en omvat dit 'n minderjarige wat kragtens daardie Wet op proef aangestel is;

“ambagsman” 'n persoon wat sy leerlingkap uitgedien het in 'n ambag wat aangewys is of geag word aangewys te wees ingevolge die Wet op Vakleerlinge, 1944, of 'n vaardigheid-sertifikaat besit wat deur die Registrateur van Vakleerlinge kragtens artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, uitgereik is, of 'n sertifikaat wat genoemde Registrateur kragtens artikel 2 (7) of artikel 7 (3) van genoemde Wet aan hom uitgereik het, of 'n persoon wat deur die Nywerheidsraad as ambagsman erken word;

“gemiddelde verdienste” in die geval van 'n werknemer wat besoldig word op 'n ander grondslag as ooreenkomstig tyd wat werklik deur hom gewerk is, die totale loon aan hom betaal gedurende die tydperk van 13 weke onmiddellik voor enige datum of gedurende die totale tydperk van sy diens by die betrokke werkgewer, naamlik die kortste tydperk, gedeel deur die getal gewone ure deur hom gewerk gedurende genoemde tydperk;

“ketel-/kragentralebediener” 'n werknemer wat die waterstand en stoomdruk in 'n ketel handhaaf en wat die vuur in sodanige ketel kan maak, aan die gang hou of uitkrap en wat die stoom en ander krag kan distribueer na gelang van die behoeftes van die bedryfsinrigting;

“los werknemer” 'n werknemer wat op hoogstens vyf dae in enige twee agtereenvolgende weke by dieselfde werkgewer in diens is;

“onderbaas” 'n werknemer in die ingenieurs- of onderhouds-afdeling wat onder toesig van 'n voorman of toesighouer aan die hoof staan van 'n groep werknemers;

“klerk” 'n werknemer wat skryf-, tik-, lisseer- of enige ander vorm van klerklike werk verrig en omvat dit 'n kassier, magasynman, versendingsklerk en telefonis, maar nie enige ander klas werknemer wat elders in hierdie klousule omskryf word nie, al vorm klerklike werk 'n gedeelte van sodanige werknemer se werk;

“Raad” of “Nywerheidsraad” die Nywerheidsraad vir die Buiteland- en Rubbernywerheid, Oostelike Provinsie, geregistreer ingevolge artikel 19 van die Wet;

“dag” met betrekking tot 'n skofwerker, die tydperk van 24 uur bereken vanaf die tyd wat die werknemer begin werk;

“versendingsklerk” 'n werknemer wat verantwoordelik is vir die versending of verpakking van goedere vir vervoer of aflewering en wat oor die bymeekaarmaak, nagaan, massabepaling, verpakking, merk, adressering of versending van sodanige goedere of pakkette toesig kan hou;

“motorvoertuigdrywer” 'n werknemer wat 'n motorvoertuig dryf, en vir die toepassing van hierdie omskrywing omvat die uitdrukking “'n motorvoertuig dryf” alle tye wat die drywer dryf en alle tyd wat hy bestee aan werk in verband met die voertuig of die vraag en alle tydperke waarin hy op sy pos moet bly, gereed om te dryf;

“trommelervanger” 'n werknemer wat trommels stel, monteer, vervang, verwyder en herstel;

“noodwerk”—

(1) enige werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, diefstal of onklaarraking van uitrusting of masjinerie sonder versuim gedoen moet word;

(b) not apply to a chargehand, clerk, dispatch clerk, factory clerk, first-aid attendant, foreman, storeman or supervisor/ shift foreman, who is remunerated on a monthly basis and who enjoys all staff privileges.

(3) For the purposes of this Agreement the weekly wage rate of apprentices prescribed under the Apprenticeship Act (Act 37 of 1944), shall be taken to be the weekly wage, and the hourly rate shall be the weekly wage divided by 45.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be determined by the Minister of Labour in terms of section 48 of the Act and shall remain in force for the period ending 31 May 1980 or for such period or periods as may be determined by him.

3. DEFINITIONS

Unless the context otherwise indicates any expression used in this Agreement and which is defined in the Act, shall have the same meaning as in that Act, and any reference to an Act shall include any amendments to such Act and, further, unless inconsistent with the text—

“Act” means the Industrial Conciliation Act, 1956;

“afternoon shift” means any period of work, the major portion of which falls between the hours of 15h00 and 23h00;

“apprentice” means an employee serving under a written contract of apprenticeship registered or deemed to have been registered under the Apprenticeship Act (Act 37 of 1944), and includes a minor employed on probation in terms of that Act;

“artisan” means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of the said Act or a person recognised by the Industrial Council as an artisan;

“average earnings” means in the case of an employee who is remunerated on a basis other than in accordance with time actually worked by him, the total wages paid to him during the period of 13 weeks immediately preceding any date or during the total period of his employment with the employer concerned, whichever is the shorter, divided by the number of ordinary hours worked by him during the said period;

“boiler/power-house attendant” means an employee who maintains the water levels and steam pressure in a boiler and who may make, maintain or draw the fire in such boiler and who may distribute steam and other power to the requirements of the establishment;

“casual employee” means an employee who is employed by the same employer on not more than five days in any two consecutive weeks;

“chargehand” means an employee in the engineering or maintenance division who, under the supervision of a foreman or supervisor, is in charge of a group of employees;

“clerk” means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier, storeman, despatch clerk, and a telephone switch-board operator, but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a portion of such employee's work;

“Council” or “Industrial Council” means the Industrial Council for the Tyre and Rubber Manufacturing Industry, Eastern Province, registered in terms of section 19 of the Act;

“day” in relation to a shift worker means the period of 24 hours calculated from the time the employee commences work;

“despatch clerk” means an employee who is responsible for the despatch or the packing of goods for transport or delivery and who may supervise the assembling, checking, mass-measuring, packing, marking, addressing or despatching of such goods or packages;

“driver of a motor vehicle” means an employee who is engaged in driving a motor vehicle, and for the purposes of this definition the expression “driving a motor vehicle” includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

“drumchanger” means an employee who is engaged in setting, assembling, replacing, removing and repairing drums;

“emergency work” means—

(1) any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft or a breakdown of plant or machinery, must be done without delay;

(2) enige werk in verband met die laai of aflaai van—

(a) trokke of voertuie van die Suid-Afrikaanse Spoorweë en Hawens; of

(b) voertuie wat deur 'n karweier gebruik word by die uitvoering van sy kontrak as sodanig met die Suid-Afrikaanse Spoorweë en Hawens; of

(3) enige werk in verband met die skoonmaak, opknapping of herstel van uitrusting of masjinerie wat nie gedurende gewone werke verrig kan word nie;

“noodsaaklike werk” werk wat gedurende die jaarlikse verlotydperk in klousule 7 (1) bedoel, gedoen moet word deur veiligheids wagte, wagte en werknemers wat onderhoudswerk verrig, in die magasyn werk, die werk van portiers doen en in die eethuis werk;

“bedryfsinrigting” enige perseel waarin of in verband waarmee een of meer werknemers in die Buiteband- en Rubbernywerheid in diens is;

“fabrieksklerk” 'n werknemer wat onder toesig van 'n voorman of manlike klerk een of meer van die volgende werksaamhede verrig:

(1) Die tye waarop werknemers 'n bedryfsinrigting of 'n gedeelte van 'n bedryfsinrigting binnegaan of verlaat, kontroleer of aanteken;

(2) die verspreiding of ontvangs van materiaal of uitgaande produkte kontroleer of aanteken;

(3) tye of produksie aanteken;

(4) die massa van artikels bepaal en die massa aanteken;

(5) vragbriewe of verpakkingstrookies uitskryf;

“stoker” 'n werknemer wat die vuur in 'n ketel stook, hark, doodmaak of uitkrap;

“eerstehulpbediener” 'n werknemer wat 'n geldige bevoegdheidsertifikaat in eerstehulp het wat deur een van die volgende organisasies uitgereik is:

(1) Die Suid-Afrikaanse Rooikruisvereniging;

(2) Die St. John Ambulance Association;

(3) Die Suid-Afrikaanse Noodhulpiga;

en wat eerstehulp toedien in 'n bedryfsinrigting en aantekeninge kan hou van hoeveel werknemers behandel word;

“voorman” 'n werknemer wat aan die hoof staan van werknemers in 'n bedryfsinrigting, beheer oor sodanige werknemers uitoefen en daarvoor verantwoordelik is dat hulle hul pligte doeltreffend nakom;

“faktotum” 'n werknemer wat geringe herstelwerk of verstelwerk aan masjinerie of uitrusting doen, uitgesonderd aan masjinerie of uitrusting wat regstreeks by die vervaardiging van die produkte van 'n bedryfsinrigting gebruik word, en wat geringe herstelwerk of opknappingswerk aan geboue kan doen;

“uurloon” die loon in klousule 4 (1) vir 'n werknemer voorgeskryf: Met dien verstande dat indien 'n werkgewer 'n werknemer, uitgesonderd 'n werknemer wat volgens 'n aansporingswerkstelsel werk, ten opsigte van die gewone werke 'n hoër bedrag betaal as dié in klousule 4 (1) voorgeskryf, dit sodanige hoër bedrag beteken;

“aansporingsbonus” die bykomende besoldiging wat 'n werknemer kragtens klousule 11 verdien;

“aansporingswerkstelsel” 'n stelsel waarvolgens 'n werknemer se besoldiging gebaseer word op die hoeveelheid werk verrig; “laboratoriumhulp” 'n werknemer wat onder toesig van 'n laboratoriumtegnikus met die roetinewerksaamhede van die laboratorium help;

“laboratoriumtegnikus” 'n werknemer met gespesialiseerde opleiding in en/of kennis van werk van tegniese of tegnologiese aard;

“arbeider” 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(1) Blikke inmekaarsit;

(2) op afleweringvoertuie help, maar nie dryf of herstelwerk doen nie;

(3) goedere baal of in gooiing toedraai vir vervoer;

(4) bale, kiste of ander houers met die hand toebind of vasbind;

(5) skoonmaak of was, maar nie voerings met 'n masjien skoonmaak nie;

(6) gevormde goedere met die hand skoonmaak, afspoon of poleer;

(7) rubber of rubbersamestellings uit die baal met die hand opsny;

(8) boodskappe, briewe of dokumente slegs binne 'n bedryfsinrigting aflewering of afhaal;

(9) tenks of houers met die hand leeg maak;

(10) 'n masjien voer af daarvan afneem vir die indoop, droog of vulkanisering van ingedoopte Lateksgoedere;

(11) vorms vul, gelykmaak, toemaak, afstroop of spuitverf of vorms in vulkaniseeroonde sit of dit daaruit haal tydens die vervaardiging van Latekskuimprodukte;

(2) any work connected with the loading or unloading of—

(a) trucks or vehicles of the South African Railways and Harbours; or

(b) vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Railways and Harbours; or

(3) any work in connection with the cleaning, overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours;

“essential work” means work which is required to be performed during the annual leave period referred to in clause 7 (1) by security guards, watchmen and employees engaged on maintenance work, in the stores, on janitor services and in the canteen;

“establishment” means any premises in or in connection with which one or more employees are employed in the Tyre and Rubber Manufacturing Industry;

“factory clerk” means an employee who, under the supervision of a foreman or a male clerk, is engaged in any one or more of the following activities:

(1) Checking or recording times at which employees enter or leave an establishment or any portion of an establishment;

(2) checking or recording the distribution or receipt of materials or outgoing products;

(3) recording times or output;

(4) mass-measuring and recording masses;

(5) writing out consignment notes or packing slips;

“fireman” means an employee who is engaged in stoking, raking, slicing or drawing a fire of a boiler;

“first-aid attendant” means an employee who holds a current certificate of competency in first-aid issued by any of the following organisations:

(1) The South African Red Cross Society;

(2) The St John Ambulance Association;

(3) Die Suid-Afrikaanse Noodhulpiga;

and who is engaged in rendering first-aid in an establishment and who may record employee attendances for treatment;

“foreman” means an employee who is in charge of the employees in an establishment, who exercises control over such employees and who is responsible for the efficient performance by them of their duties;

“handyman” means an employee who is engaged in making minor repairs or adjustments to machinery or equipment, other than machinery or equipment directly used in the manufacture of the products of an establishment, and who may effect minor repairs or renovations to buildings;

“hourly rate” means the wage prescribed for an employee in clause 4 (1): Provided that if an employer in respect of the ordinary hours of work regularly pays an employee, other than an employee employed on an incentive work system, an amount higher than that prescribed in clause 4 (1), it means such higher amount;

“incentive bonus” means the additional remuneration earned by an employee in terms of clause 11;

“incentive system” means any system under which an employee's remuneration is based on the quantity of work done;

“laboratory helper” means an employee who assists in the routine operations of the laboratory under the supervision of a laboratory technician;

“laboratory technician” means an employee who has specialised training in and/or knowledge of work of a technical or technological nature;

“labourer” means an employee who is engaged in any one or more of the following activities:

(1) Assembling tins;

(2) assisting on delivery vehicles, other than driving or effecting repairs;

(3) baling or wrapping in hessian for transport;

(4) binding or strapping bales, boxes or other containers by hand;

(5) cleaning or washing, other than cleaning liners by machine;

(6) cleaning, sponging or polishing moulded goods by hand;

(7) cutting up rubber or rubber compounds from the bale by hand;

(8) delivering or collecting messages, letters or documents solely within an establishment;

(9) emptying tanks or containers by hand;

(10) feeding or taking off from a machine for the dipping, drying or curing of dipped Latex goods;

(11) filling, levelling off, closing, stripping or spraying moulds or putting moulds into or removing them from curing ovens all in the production of Latex foam products;

- (12) tuinwerk, dit wil sê plant, spit, hark, gras sny, onkruid uittrek, natmaak, heinings snoei of materiaal strooi of meng;
- (13) goedere of artikels met die hand of nie-kragaangedrewe voertuie oplig, dra, verskuif, uitpak of opstapel;
- (14) laai of aflaai, uitgesonderd perse laai of aflaai;
- (15) vure maak of aan die gang hou (uitgesonderd in 'n stoomketel) of afval of beskadigde materiaal verbrand;
- (16) tee of dergelike drankte vir werknemers maak;
- (17) deure of kiste, trommels, bale of ander pakkette oop- of toemaak;
- (18) 'n nie-kragaangedrewe hystoestel bedien;
- (19) artikels van eenvormige grootte en getal in houters plaas wat spesiaal gemaak is om dit te bevat;
- (20) skuim in drooggoonde plaas of daaruit neem;
- (21) afval of as verwyder;
- (22) klaargemaakte karton- of veselborddose of dergelike houters met die hand opstel;
- (23) Lateksrif;
- (24) afval sorteer of baal;
- (25) ingedoopte Lateksgoedere uit vormers of vorms stroop of sodanige goedere omdop;
- (26) Lateksskuim van rypingstenk na voertenk oorplaas;
- (27) skuimoorloop of vorms vir skuim met die hand regsny;
- (28) rubber- of ander stempels gebruik waar oordeel nie nodig is nie;

"onderhoudswerker" 'n werknemer, uitgesonderd 'n ambagsman, wat geringe herstelwerk of verstelwerk doen aan masjinerie of uitrusting wat regstreeks by die vervaardiging van die produkte van 'n bedryfsinrigting gebruik word;

"meulkamerversorger" 'n werknemer wat monsters neem en voorberei en 'n laboratoriummeul bedien om monsters voor te berei, en ook aantekening hou van sodanige monsters;

"bediener van mobiele hystoestel" 'n werknemer wat 'n mobiele kragvoertuig bedien wat gebruik word vir die laai, aflaai, verskuifing of opstapel van goedere in 'n bedryfsinrigting en omvat dit die drywer van 'n industriële trekker wat een of meer sleepwaens in 'n bedryfsinrigting trek;

"motorvoertuig" enige kragvoertuig wat gebruik word vir die vervoer van goedere, uitgesonderd handelsreisigers se monsters, en omvat dit 'n voorhaker en trekker, maar nie 'n voertuig wat uitsluitlik in 'n bedryfsinrigting gebruik word nie;

"vormvervanger" 'n werknemer wat vorms met mobiele kragvoertuie en ander meganiese toestelle opstapel, verwyder of vervang en stoom- en pypkele herstel;

"nagskof" 'n werkdagperk waarvan die grootste gedeelte tussen 19h00 en 05h00 val;

"deeltydse motorvoertuigdrywer" 'n werknemer wat gewoonlik ander pligte verrig as om 'n motorvoertuig te dryf maar wat op meer as twee dae per week 'n motorvoertuig vir altesaam hoogstens drie uur op sodanige dag dryf, en vir die toepassing van hierdie omskrywing omvat die uitdrukking "n motorvoertuig dryf" alle tye wat die drywer dryf en alle tyd wat hy, terwyl hy vir die voertuig verantwoordelik is, aan werk in verband met die voertuig of die vrug bestee;

"Loon A-werknemer" 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is:

- (1) Ambagsman;
- (2) onderbaas;
- (3) voorman;

"Loon B-werknemer" 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig:

- (1) Vervoer- en/of plat transmissiebande bou en/of nagaan;
- (2) buitebande, tipe A2 met 'n dwarsdeursnee van 21.00 en groter bou;
- (3) ketel-/kragcentralebediener;
- (4) versendingsklerk;
- (5) trommelvervanger;
- (6) uitdrukstempels maak;
- (7) eerstehulpbediener;
- (8) onderhoudswerker;
- (9) vormvervanger;
- (10) 'n gomindoompasjien bedien;
- (11) 'n kalender bedien;
- (12) 'n dubbeluitdrukmasjien bedien;
- (13) gehalte- of statistiesebeheer-inspekteur;
- (14) tabelleerklerek;
- (15) senior veiligheids wag;
- (16) magasynman;
- (17) toesighouer/skofvoorman;

(12) gardening work, i.e. planting, digging, raking, mowing, weeding, watering, trimming hedges or spreading or mixing materials;

(13) lifting, carrying, moving, unpacking or stacking goods or articles by hand or non-power-driven vehicle;

(14) loading or unloading, other than loading or unloading presses;

(15) making or maintaining fires (other than in a boiler) or burning waste or damaged materials;

(16) making tea or similar beverages for employees;

(17) opening or closing doors or boxes, drums, bales or other packages;

(18) operating a non-power-driven hoist;

(19) placing articles of uniform size and number into containers specially made to contain them;

(20) placing foam into drying ovens or removing foam therefrom;

(21) removing refuse or ashes;

(22) setting up by hand ready-made cardboard or fibreboard boxes or similar containers;

(23) sieving Latex;

(24) sorting or baling scrap;

(25) stripping dipped Latex goods from formers or moulds or turning such goods inside out;

(26) transferring Latex foam from maturing tank to feeding tank;

(27) trimming foam flash or moulds for foam by hand;

(28) using rubber or other stamps where no discretion is involved;

"maintenance man" means an employee, other than an artisan, who is engaged in making minor repairs or adjustments to machinery or equipment used directly in the manufacture of the products of an establishment;

"mill room control attendant" means an employee who is engaged in taking and preparing samples and operating a laboratory mill to prepare samples, including the recording of such samples;

"mobile hoist operator" means an employee who is engaged in operating a mobile power-driven vehicle used in the loading, unloading, moving or stacking of goods in an establishment and includes the driver of an industrial tractor towing one or more trailers within an establishment;

"motor vehicle" means any power-driven vehicle used for conveying goods, other than travellers' samples, and includes a mechanical horse and a tractor but does not include any vehicle used exclusively within an establishment;

"mould changer" means an employee who is engaged in stacking, removing and replacing moulds with mobile power-driven vehicles and other mechanical devices and repairing steam and pipe leaks;

"night shift" means any period of work, the major portion of which falls between the hours of 19h00 and 05h00;

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

"Rate A employee" means an employee who is engaged in any one or more of the following capacities:

- (1) Artisan;
- (2) chargehand;
- (3) foreman;

"Rate B employee" means an employee who is engaged in any one or more of the following capacities or operations:

- (1) Building and/or inspecting conveyor and/or flat transmission belts;
- (2) building tyres, A2 type with a cross section of 21.00 and larger;
- (3) boiler/power-house attendant;
- (4) despatch clerk;
- (5) drum changer;
- (6) extruder die-making;
- (7) first-aid attendant;
- (8) maintenance man;
- (9) mould changer;
- (10) operating a gum dip machine;
- (11) operating a calendar;
- (12) operating a dual extruding machine;
- (13) quality or statistical control inspector;
- (14) scheduling clerk;
- (15) senior security guard;
- (16) storeman;
- (17) supervisor/shift foreman;

"Loon C-werknemer" 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig:

- (1) Fabrieksklerk;
- (2) faktotum;
- (3) V-bande nagaan;
- (4) ongevulkaniseerde en/of gevulkaniseerde bande nagaan;
- (5) loopvlakrubber nagaan, indien aangestel om dit te doen;
- (6) binnebande nagaan;
- (7) instrumentversorger;
- (8) laboratoriumtegnikus;
- (9) 'n sementmengmasjiens bedien;
- (10) 'n vervoer- en/of plattransmissiebandvulkaniseerpers bedien;
- (11) 'n uitdrukmasjiens (n.e.v.) bedien;
- (12) veiligheidswag;
- (13) toetsmotordrywer;

"Loon D-werknemer" 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig:

- (1) Gereedskaphokversorger;
- (2) eerste helper by kalendermasjiens;
- (3) eerste helper by uitdrukmasjiens;
- (4) 'n Cameron-masjiens bedien, nywerheidsprodukte;
- (5) 'n spanrandisoleermasjiens en/of windwerktuig bedien;
- (6) 'n skuinsny- en/of splitslasmasjiens bedien;
- (7) buitebande modelleer en/of vulkaniseer, uitgesonder nywerheids- en/of fietsbande (n.e.v.);
- (8) buitebande bou (n.e.v.);

"Loon E-werknemer" 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig:

- (1) Vormbinnebande bou en/of 'n beskermklaag daarop aanbring en/of vormbinnebande nagaan;
- (2) vormbinnebandhandlanger;
- (3) lotte meng en/of bymeekaarmaak;
- (4) batterydeksels afwerk;
- (5) spanrande bou;
- (6) buitebande van die nywerheids- en/of kruiwa- en/of fiets-tipes bou;
- (7) binnebande vulkaniseer;
- (8) bouer en/of vulkaniseerder van trommelbande;
- (9) masjienslaaiers vulkaniseer;
- (10) tweede helper by kalendermasjiens;
- (11) tweede helper by uitdrukmasjiens;
- (12) 'n Banbury-menger bedien;
- (13) 'n Cameron-masjiens bedien, nie nywerheidsprodukte nie;
- (14) 'n binnebandsplitslasmasjiens bedien;
- (15) ongevulkaniseerde en/of gevulkaniseerde buitebande herstel;
- (16) buitebande en enkelspanrandbande vir passasiersvoertuie en/of bakkies en/of nywerheidsenkelspanrandbande modelleer en/of vulkaniseer;

"Loon F-werknemer" 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig:

- (1) Vormbinnebandbouer se helper;
- (2) straallaagbandkarkasse monteer;
- (3) bandbouer;
- (4) bandbouershelper;
- (5) skuinsnymasjiensproller;
- (6) vormbinnebande en/of binnebande poleer en/of herstel;
- (7) buitebande poleer en/of die ribbe daarvan skuur;
- (8) V-bande van meer as 2 600 mm bou;
- (9) V-bande vulkaniseer;
- (10) kragvariasiemasjiensbediener;
- (11) helper, Banburymengerbediening;
- (12) helper, Cameronmasjiens;
- (13) helper, vervoerband- en/of plattransmissiebandvulkaniseerpersbediener;
- (14) helper, vervoerband- en/of plattransmissiebandbouer;
- (15) laboratoriumhelper;
- (16) meulwerker;
- (17) bediener van mobiele hystoestel;
- (18) 'n breek- en/of slyp- en/of was- en/of raffineermeul bedien;
- (19) binnebande met die hand splitslas;
- (20) vormbinnebande uit bande haal;
- (21) buitebandboumengsel-werker;
- (22) V-bandklassifiseerder;
- (23) wag;

"Loon G-werknemer" 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig:

- (1) Gom op laagstowwe aanbring;
- (2) bandbouer se assistent;

"Rate C employee" means an employee who is engaged in any one or more of the following capacities or operations:

- (1) Factory clerk;
- (2) handyman;
- (3) inspecting V-belts;
- (4) inspecting green and/or cured tyres;
- (5) inspecting tread rubber when so appointed;
- (6) inspecting tubes;
- (7) instrument attendant;
- (8) laboratory technician;
- (9) operating cement mixing machine;
- (10) operating conveyor and/or flat transmission belt curing press;
- (11) operating extruding machines (n.e.s.);
- (12) security guard;
- (13) test car driver;

"Rate D employee" means an employee who is engaged in any one or more of the following capacities or operations:

- (1) Attendant in the tool crib;
- (2) first helper on calender machine;
- (3) first helper on extruding machine;
- (4) operating a Cameron machine, industrial products;
- (5) operating bead insulating and/or winding machine;
- (6) operating bias cutting and/or splicing machine;
- (7) tyre bagging and/or curing, excluding industrial and/or cycle tyres (n.e.s.);
- (8) tyre building (n.e.s.);

"Rate E employee" means an employee who is engaged in any one or more of the following capacities or operations:

- (1) Air bag building and/or doping and/or checking;
- (2) air bag utility man;
- (3) batch compounding and/or assembling;
- (4) battery cover finishing;
- (5) bead building;
- (6) building of tyres of the industrial and/or wheelbarrow and/or cycle types;
- (7) curing of tubes;
- (8) drum belt builder and/or cureman;
- (9) machine loader curing;
- (10) second helper on calender machine;
- (11) second helper on extruding machine;
- (12) operating Banbury mixer;
- (13) operating Cameron machine other than industrial products;
- (14) operating tube splicing machine;
- (15) repairing of green and/or cured tyres;
- (16) bagging and/or curing tyres; passenger and/or light truck single bead tyres and/or industrial single bead tyres;

"Rate F employee" means an employee who is engaged in any one or more of the following capacities or operations:

- (1) Air bag building helper;
- (2) assembling radial carcasses;
- (3) band builder;
- (4) band builder's helper;
- (5) bias cutter roll up;
- (6) buffing and/or repairing of air bags and/or tubes;
- (7) buffing and/or rib-grinding of tyres;
- (8) building of V-belts of more than 2 600 mm;
- (9) curing of V-belts;
- (10) force variation machine operator;
- (11) helper, Banbury mixer operating;
- (12) helper, Cameron machine;
- (13) helper, conveyor belt and/or flat transmission belt curing press operator;
- (14) helper, conveyor belt and/or flat transmission belt builder;
- (15) laboratory helper;
- (16) mill man;
- (17) mobile hoist operator;
- (18) operating cracker and/or grinder and/or wash and/or refiner mill;
- (19) splicing of tubes by hand;
- (20) stripping air bags from tyres;
- (21) tyre building stock serviceman;
- (22) V-belt classifier;
- (23) watchman;

"Rate G employee" means an employee who is engaged in any one or more of the following capacities or operations:

- (1) Applying gum to ply fabrics;
- (2) belt builder's assistant;

- (3) blaasmonteerder;
- (4) loopvlaklae of skokstrok vervaardig;
- (5) wile omruil of buitebande aan die werkgewer se motors sit;
- (6) water uit vormbinnebande laat;
- (7) pasta aanwend;
- (8) buiteband-, vormbinneband- of binnebandvorms met kalk blaas;
- (9) bediening van enige kragmasjiën wat nie spesifiek in hierdie klousule vermeld word nie;
- (10) 'n rubberbaalsplitsmasjiën bedien;
- (11) 'n vaste balanseermasjiën bedien;
- (12) buitebande met 'n masjiën verf, afwerk of afspons;
- (13) deelydse motorvoertuigdrywer;
- (14) kruiwa- en/of fietstipe buitebande voorberei en/of vulkaniseer;
- (15) klappe voorberei of vulkaniseer;
- (16) binnebande voorberei vir vulkanisering;
- (17) voerings oorrol en/of herstel;
- (18) skaafstrook, versterker of spanrandkernhulsel splitslas of opvol;
- (19) buitebandseksiesnyer;
- (20) V-bandbouers (minder as 2 600 mm);
- (21) V-bandwerker;
- (22) V-banddrukker;
- (23) V-bandmengsel splits en koorde behandel;

"Loon H-werknemer" 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig:

- (1) Bestellings bymekaarmaak volgens skriftelike opdragte of bestelvorms;
- (2) herstelateriaal bymekaarsit of verpak;
- (3) gedeeltes van reuse-loopvlakke aanmekaarsit;
- (4) bandvormer help met klampbandvorms of sodanige vorms oop- of toemaak;
- (5) vormbinnebande brand;
- (6) vormbinnebande vir binnebande of buitebandvorms skoonmaak;
- (7) breek-, slyp-, was- of raffineermasjiënhelpers;
- (8) miniatuurbuitebande vulkaniseer;
- (9) kleppe insit en sorteer;
- (10) instrumentkaartverwisselaar of inkaanvuller;
- (11) loopvlaksplitslasser wat met persmasjiëne werk;
- (12) vormvervanger se helper;
- (13) buitebande van vervoertoestel aflaai en hulle by 'n gepaste bergplek besorg;
- (14) binnebande verpak en poleer;
- (15) binnebandkleppe herwin of voorberei;
- (16) afvalweefsel sorteer, sny of bymekaarmaak;
- (17) buitebandboumengsel-werker se helper;

"Loon I-werknemer" 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is of een of meer van die volgende werksaamhede verrig:

- (1) Oplosmiddels of rubberlym met die hand of artikels aanbring;
- (2) 'n ambagsman bystaan op 'n ander wyse as deur die selfstandige gebruik van gereedskap;
- (3) 'n buitebandmodelleerder bystaan;
- (4) Banbury-mengsel neersit of afhaal;
- (5) binnebandkleppe buig of dele van binnebandkleppe inmekaarsit;
- (6) uitgebrande gloeilampe of fluoresseerbuis vervang;
- (7) boodskappe, briewe of goedere te voet of per fiets of met 'n ander nie-kragangedrewe voertuig aflewer of afhaal, anders as net binne 'n bedryfsinrigting;
- (8) laagmaker en/of sementeerder vir uitdrukmasjiën;
- (9) ander masjiëne of vervoerbande as meulens of Banbury voer of daarvan afneem;
- (10) gevulkaniseerde binnebande met gliserien vul;
- (11) binnebande met vloeibare rubberlym vul of binnebande sluit;
- (12) stoker;
- (13) arbeider;
- (14) goedere oplaag, dra, verskuif of opstapel deur middel van 'n voertuigbeheerde kragvoertuig;
- (15) voerings aan ongevulkaniseerde buitebande aanbring of sodanige buitebande skroei of spuitverf;
- (16) masjiënbediener, helper (n.e.v.);
- (17) 'n hyser vir die vervoer van goedere bedien;
- (18) kiste, bale of ander pakkette sjabloneer, etiketteer of merk;
- (19) ruwe rande van gevormde goedere met die hand regsnij;
- (20) met 'n gestelde massameter massa bepaal of volgens 'n gestelde maat meet;

"rubber" 'n sintetiese rubber, geregenereerde rubber, afval rubber, of saamgestelde rubber en ook eboniet, vulkaniet of enige ander dergelike soort harde rubber;

"tabelleerklerek" 'n werknemer wat onder toesig van 'n voorman of manlike klerk produksiesyfers tabelleer;

- (3) bladder assembler;
- (4) building tread plies or breakers;
- (5) changing wheels or fitting tyres to his employer's cars;
- (6) de-watering air bags;
- (7) dough application;
- (8) lime blasting tyre, air bags or tube moulds;
- (9) operating any power-driven machine not specifically mentioned in this clause;
- (10) operating a rubber bale splitting machine;
- (11) operating static balancing machine;
- (12) painting, trimming or sponging tyres by machine;
- (13) part-time driver of a motor vehicle;
- (14) preparing and/or curing wheelbarrow and/or cycle type tyres;
- (15) preparing or curing flaps;
- (16) preparing tubes for curing;
- (17) re-rolling and/or repairing liners;
- (18) splicing or spooling chafer, reinforcer or flipper;
- (19) tyre section cutter;
- (20) V-belt builders under 2 600 mm;
- (21) V-belt flappers;
- (22) V-belt printer;
- (23) V-belt stock slitting and cord treating operator;

"Rate H employee" means an employee who is engaged in any one or more of the following capacities or operations:

- (1) Assembling orders from written instructions or order forms;
- (2) assembling or packing repair materials;
- (3) assembling sections of giant treads;
- (4) assisting tyre layer with clamp tyre moulds or opening or closing such moulds;
- (5) burning air bags;
- (6) cleaning tube air bags or tyre moulds;
- (7) cracker, grinder, wash or refiner mill helper;
- (8) curing miniature tyres;
- (9) inserting and sorting valves;
- (10) instrument chart changer or ink replenisher;
- (11) machine pressing tread splicer;
- (12) mould changer's helper;
- (13) off-loading tyres from conveyor into appropriate storage;
- (14) packing and polishing tubes;
- (15) reclaiming or preparing tube valves;
- (16) sorting, cutting or assembling scrap fabric;
- (17) tyre building stock-serviceman's helper;

"Rate I employee" means an employee who is engaged in any one or more of the following capacities or operations:

- (1) Applying solvents or rubber cements to articles by hand;
- (2) assisting an artisan, other than by the independent use of tools;
- (3) assisting tyre bagger;
- (4) Banbury stock laydown or batching of;
- (5) bending tube valves or assembling tube valve parts;
- (6) changing fused bulbs or fluorescent tubes;
- (7) delivering or collecting messages, letters or goods on foot or by means of a bicycle or other non-power-driven vehicle, other than solely within an establishment;
- (8) extruder machine booker and/or cementer;
- (9) feeding or taking off from machines or conveyor belts, other than feeding or taking off from mills or Banbury;
- (10) filling cured tubes with glycerine;
- (11) filling tubes with liquid rubber cement or closing tubes;
- (12) fireman;
- (13) labourer;
- (14) lifting, carrying, moving or stacking goods by means of a power-driven but pedestrian controlled vehicle;
- (15) lining, searing or spray-painting uncured tyres;
- (16) machine operator, helper (n.e.s.);
- (17) operating an elevator for the conveyance of goods;
- (18) stencilling, labelling or marking boxes, bales or other packages;
- (19) trimming rough edges of moulded goods by hand;
- (20) mass-measuring to set scale or measuring to set measure;

"rubber" includes synthetic rubber, reclaimed rubber, scrap rubber or compounded rubber and includes ebonite, vulcanite or any other similar form of hard rubber;

"scheduling clerk" means an employee who, under supervision of a foreman or male clerk, is engaged in scheduling production figures;

"veiligheidswag" 'n werknemer wat persele of ander eiendom bewaak en 'n ingangshek te eniger tyd kan oorneem en die reg het om te deursoek;

"senior veiligheidsag" 'n werknemer wat aan die hoof staan van veiligheidsagte en beheer oor sodanige werknemers uitvoer, en wat moet toesien dat hulle hul pligte op behoorlike wyse nakom;

"korttyd" 'n tydelike vermindering van die getal gewone werkeure weens 'n handelslapse, tekort aan grondstowwe, algemene onklaarraking van uitrusting of masjinerie of weens die feit dat die geboue onbruikbaar is of dreig om dit te word;

"magasynman" 'n werknemer wat verantwoordelik is vir voorrade inkomende goedere of voltooië of halfvoltooië produkte en verantwoordelik is vir die ontvangs, berg, verpakking of uitpak van goedere in 'n magasyn of pakhuis, of die aflewering van goedere uit 'n magasyn of pakhuis aan verbruikersdepartemente in 'n bedryfsinrigting of vir versending;

"toesighouer/skofvoorman" 'n werknemer wat onder algemene toesig van 'n voorman beheer het oor 'n groep produksiewerknemers;

"sleepwa" 'n vervoermiddel wat deur 'n motorvoertuig getrek word;

"Buiteband- en Rubberywerheid" of "Nywerheid" die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is in bedryfsinrigtings wat ingevolge die Wet of Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is of moet word, met die doel om een of meer van die volgende werksaamhede te verrig:

(1) Die vervaardiging en/of regenerering van rubber;

(2) die vervaardiging van enige artikel wat uitsluitlik of hoofsaaklik bestaan uit rubber, rubberlym, buitebande, binnebande, bande, hetsy vervoer- of kragtransmissiebande, tuinslange, loopvlakrubber of ander versoolmateriaal, batterykaste, klappe, vormbinnebande, slytwerende en korrosiewerende voerings vir pompe en dergelike artikels, dokstootkussings, buigsame monterings vir enjins of masjinerie en ook alle werksaamhede wat gepaard gaan met of voortspruit uit enigene van bogenoemde werksaamhede, maar nie die vervaardiging van skoeisel en onderdele van skoeisel wanneer vervaardig in 'n bedryfsinrigting wat skoeisel vervaardig nie;

"onbelaste massa" die massa van 'n motorvoertuig of sleepwa soos aangedui op 'n lisensie of sertifikaat wat ten opsigte van sodanige motorvoertuig of sleepwa uitgereik is deur 'n owerheid wat regtens gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik: Met dien verstande dat in die geval van twee- of drie-wielmotorfietse, bromponies of bromfietse of fietse met 'n hulp-enjin, die onbelaste massa geag word hoogstens 450 kg te wees;

"wagtyd" alle tyd wat 'n werknemer as gevolg van 'n vertraging deur omstandighede buite sy beheer, nie met sy werk kan voortgaan nie;

"loon" die geldbedrag wat aan 'n werknemer betaalbaar is vir sy gewone werkeure in klousule 6 (1) en (2) voorgeskryf;

"wag" 'n werknemer wat die heining rondom 'n bedryfsinrigting en alles binne die grense daarvan bewaak;

"week" met betrekking tot—

(1) 'n werknemer wat volgens 'n drieskofstelsel werk, 'n tydperk van 37½ uur wanneer daar vyf dae per week gewerk word en 45 uur wanneer daar ses dae per week gewerk word;

(2) 'n werknemer wat volgens 'n twee- of eenskofstelsel werk, 'n tydperk van 45 uur, afgesien daarvan of daar vyf of ses dae per week gewerk word;

"weekloon" die bedrag verdien op grond van of 'n uurloon of die uurloon plus aansporingsbonusverdienste vir daardie week.

4. BESOLDIGING

(1) Behoudens paragrawe (m) en (n) van hierdie subklousule, is die minimum loon wat 'n werkgewer aan elke lid van ondergenoemde klasse van sy werknemers moet betaal, soos hieronder uiteengesit:

	Sent per uur
(a) Loon A—werknemer.....	220
(b) Loon B—werknemer.....	115
(c) Loon C—werknemer.....	88
(d) Loon D—werknemer.....	75
(e) Loon E—werknemer.....	74
(f) Loon F—werknemer.....	73
(g) Loon G—werknemer.....	72
(h) Loon H—werknemer.....	71
(i) Loon I—werknemer.....	70

"security guard" means an employee who is engaged in guarding premises or other property and who may take charge of an entrance gate at any time and have the right to search;

"senior security guard" means an employee who is in charge of security guards and who exercises control over such employees and who is responsible for the efficient performance by them of their duties;

"short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials, a general breakdown of plant or machinery or an actual breakdown or threatened breakdown of buildings;

"storeman" means an employee who is in charge of stocks of incoming goods or finished or partly finished products and who is responsible for receiving, storing, packing or unpacking goods in a store or warehouse or delivering goods from a store or warehouse to consuming departments in an establishment or for despatch;

"supervisor/shift foreman" means an employee who, under the general supervision of a foreman, is in charge of a group of production employees;

"trailer" means any conveyance drawn by a motor vehicle;

"Tyre and Rubber Manufacturing Industry" or the "Industry" means the Industry in which employers and employees are associated in establishments which are registered or liable to registration in terms of the Factories, Machinery and Building Work Act, 1941, for the purpose of carrying on any one or more of the following activities, namely:

(1) The manufacture and/or reclaiming of rubber;

(2) the manufacture of any article consisting wholly or mainly of rubber, rubber solution, tyres, tubes, belting whether conveyor or power transmission, hose-pipe, camelback or other retreading materials, battery cases, flaps, air bags, abrasion and corrosion resistant liners for pumps and the like, dock fenders, flexible mountings for engines or machinery and includes all operations incidental to or consequent on any of the aforesaid activities but does not include the manufacture of footwear and the manufacture of components of footwear when manufactured in an establishment producing footwear;

"unladen mass" means the mass of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a two or three-wheeled motor cycle, motor scooter or autocycle or cycle fitted with an auxiliary engine the unladen mass shall be deemed not to exceed 450 kg;

"waiting time" means any time during which an employee is delayed, by circumstances beyond his control, from proceeding with his work;

"wage" means the amount of money payable to an employee in respect of his ordinary hours of work prescribed in clause 6 (1) and (2);

"watchman" means an employee who guards the fence surrounding an establishment and everything within its boundaries;

"week" in relation to—

(1) an employee engaged on a three-shift system, means a period of 37½ hours when a five-day week is observed and 45 hours when a six-day week is observed;

(2) an employee engaged on a two-shift or one-shift system, means a period of 45 hours irrespective of whether a five-day or six-day week is observed;

"weekly wage" shall be the amount earned either as a result of an hourly rate or the hourly rate plus incentive bonus earnings for that week.

4. REMUNERATION

(1) Subject to paragraphs (m) and (n) of this subclause, the minimum wage which an employer shall pay to each member of the undermentioned classes of his employees shall be as set out hereunder:

	Cents per hour
(a) Rate A employee.....	220
(b) Rate B employee.....	115
(c) Rate C employee.....	88
(d) Rate D employee.....	75
(e) Rate E employee.....	74
(f) Rate F employee.....	73
(g) Rate G employee.....	72
(h) Rate H employee.....	71
(i) Rate I employee.....	70

(j) Drywer van 'n motorvoertuig waarvan die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa of sleepwaens wat daardeur getrek word—

	Sent per uur
(i) hoogstens 2 724 kg is.....	78
(ii) meer as 2 724 kg maar hoogstens 4 540 kg is.....	90
(iii) meer as 4 540 kg is.....	100

(k) *Vakleerling*.—'n Vakleerling moet minstens dié loon betaal word wat ingevolge die Wet op Vakleerlinge (Wet 37 van 1944) voorgeskryf word vir die ambag waarvoor hy ingeboek is.

(l) *Los werknemer*.—'n Los werknemer moet vir elke dag diens minstens die uurloon betaal word vir die klas werk wat hy verrig, vermenigvuldig met sewe en 'n half in die geval van 'n werknemer wat volgens 'n drieskofstelsel werk, en met nege in die geval van 'n werknemer wat volgens 'n twee- of eenskofstelsel werk: Met dien verstande dat as daar van 'n los werknemer vereis word om op enige bepaalde dag vir 'n tydperk van hoogstens vier agtereenvolgende ure te werk, sy loon verminder kan word tot sy uurloon vermenigvuldig met vier.

(m) Ondanks andersluidende bepalings hierin vervat, is die minimum loon van—

	Sent per uur
(i) 'n Loon B-werknemer wat nie op 'n aansporingswerkstelsel in diens is nie:	
Gedurende die eerste ses maande diens.....	115
Gedurende die volgende ses maande diens.....	124
Daarna.....	140
(ii) 'n Loon C-werknemer wat nie op 'n aansporingswerkstelsel in diens is nie:	
Gedurende die eerste drie maande diens.....	88
Gedurende die volgende drie maande diens.....	106
Gedurende die volgende drie maande diens.....	115
Daarna.....	130
(iii) 'n Loon D-werknemer wat nie op 'n aansporingswerkstelsel in diens is nie:	
Gedurende die eerste drie maande diens.....	75
Gedurende die volgende drie maande diens.....	82
Gedurende die volgende drie maande diens.....	98
Daarna.....	120
(iv) 'n Loon E-werknemer wat nie op 'n aansporingswerkstelsel in diens is nie:	
Gedurende die eerste drie maande diens.....	74
Gedurende die volgende drie maande diens.....	76
Daarna.....	79

(n) Ondanks andersluidende bepalings hierin vervat, is die minimum loon wat 'n werkgever 'n werknemer wat op 'n aansporingswerkstelsel in diens is, moet betaal soos hieronder uiteengesit: Met dien verstande dat sodanige werknemer 'n prestasie behaal gelykstaande met 100 persent van die standaardprestasie:

	Sent per uur
(i) Loon B-werknemer.....	140
(ii) Loon C-werknemer.....	130
(iii) Loon D-werknemer.....	120
(iv) Loon E-werknemer.....	79
(v) Loon F-werknemer.....	73
(vi) Loon G-werknemer.....	72
(vii) Loon H-werknemer.....	71
(viii) Loon I-werknemer.....	70

(2) *Differensiële lone*.—'n Werkgever wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om langer as altesaam een uur per dag werk van 'n ander klas te verrig waarvoor 'n hoër loon voorgeskryf word, moet die uurloon voorgeskryf vir elke uur of gedeelte van 'n uur wat dit geneem het om sodanige werk te voltooi, aan sodanige werknemer vir daardie dag betaal.

(3) *Berekening van lone*.—Die dagloon van 'n werknemer, uitgesonderd 'n vakleerling en 'n los werknemer, is sy uurloon vermenigvuldig met sewe en 'n half vir 'n werknemer wat volgens 'n drieskofstelsel werk en nege vir 'n werknemer wat volgens 'n twee- of eenskofstelsel werk.

(4) *Skoftoelaes*.—(a) 'n Werknemer wat skofwerk verrig, moet benewens sy loon, die volgende toelaes betaal word:

(i) In die geval van 'n werknemer wat die namiddagskof werk, 'n toelaes van minstens 5 persent van sy uurloon, met inbegrip van aansporingsbonusverdiensle maar uitgesonderd betaling vir oortydwerk, vir elke uur of gedeelte van 'n uur wat hy gedurende die namiddagskof binne sy gewone werkure werk;

(j) Driver of a motor vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by it—

	Cents per hour
(i) does not exceed 2 724 kg.....	78
(ii) exceeds 2 724 kg but does not exceed 4 540 kg.....	90
(iii) exceeds 4 540 kg.....	100

(k) *Apprentice*.—An apprentice shall be paid not less than the wage prescribed under the Apprenticeship Act (No. 37 of 1944) for the trade in which he is indentured.

(l) *Casual employee*.—A casual employee shall be paid in respect of every day of his employment not less than the hourly rate for the class of work on which he is engaged multiplied by seven and a half in respect of an employee engaged on a three-shift system and nine in respect of an employee engaged on a two-shift or one-shift system: Provided that if a casual employee is required to work for a period of not more than four consecutive hours on any day his wage may be reduced to his hourly rate multiplied by four.

(m) Notwithstanding anything to the contrary herein, the minimum wage of—

	Cents per hour
(i) a Rate B employee who is not engaged on an incentive work system shall be:	
During the first six months of employment.....	115
During the next six months of employment.....	124
Thereafter.....	140
(ii) a Rate C employee who is not engaged on an incentive work system shall be:	
During the first three months of employment....	88
During the next three months of employment....	106
During the next three months of employment....	115
Thereafter.....	130
(iii) a Rate D employee who is not engaged on an incentive work system shall be:	
During the first three months of employment....	75
During the next three months of employment....	82
During the next three months of employment....	98
Thereafter.....	120
(iv) a Rate E employee who is not engaged on an incentive work system shall be:	
During the first three months of employment....	74
During the next three months of employment....	76
Thereafter.....	79

(n) Notwithstanding anything to the contrary herein, the minimum wage which an employer shall pay to an employee engaged on an incentive work system and provided that such employee achieves a performance equal to 100 per cent of standard performance, shall be as set out hereunder:

	Cents per hour
(i) Rate B employee.....	140
(ii) Rate C employee.....	130
(iii) Rate D employee.....	120
(iv) Rate E employee.....	79
(v) Rate F employee.....	73
(vi) Rate G employee.....	72
(vii) Rate H employee.....	71
(viii) Rate I employee.....	70

(2) *Differential wages*.—An employer who requires or permits a member of one class of his employees to perform for longer than one hour in the aggregate on any day work of another class for which a higher wage is prescribed shall pay to such employee, in respect of that day, the hourly rate prescribed for each hour or part of an hour taken to perform such work.

(3) *Calculation of wages*.—The daily wage of an employee, other than an apprentice and a casual employee, shall be his hourly rate multiplied by seven and a half in respect of an employee engaged on a three-shift system and nine in respect of an employee on a two-shift or one-shift system.

(4) *Shift allowance*.—(a) An employee on shift work shall, in addition to his wage, be paid the following allowances:

(i) In the case of an employee on the afternoon shift, an allowance of not less than 5 per cent of his hourly rate, including incentive bonus earnings but excluding overtime, for each hour or part of an hour worked by him on the afternoon shift within his ordinary hours of work.

(ii) in die geval van 'n werknemer wat nagskof werk, 'n toelae van minstens 10 persent van sy uurloon, met inbegrip van aansporingsbonusverdienste maar uitgesonderd betaling vir oortydwerk, vir elke uur of gedeelte van 'n uur wat hy binne sy gewone werkure werk.

(b) 'n Werknemer wat oortyd moet werk gedurende 'n skof waarvoor 'n skoftoelae betaalbaar is, moet die toelae van 5 persent of 10 persent, na gelang van die geval, bereken volgens sy uurloon, met inbegrip van aansporingsbonusverdienste maar uitgesonderd betaling vir oortydwerk, betaal word vir elke uur of gedeelte van 'n uur waarin hy aldus werk: Met dien verstande dat hy aldus vir die grootste gedeelte van sodanige skof werk.

(c) Ondanks paragrawe (a) en (b), is hierdie subklousule nie op 'n wag, veiligheidsdag of 'n werknemer wie se teenwoordigheid nodig is in verband met die ontwikkeling van lig of krag van toepassing nie.

(5) Niks in hierdie Ooreenkoms vervat, mag die uitwerking hê dat die besoldiging wat op die datum van inwerkingtreding van hierdie Ooreenkoms aan 'n werknemer betaal word, verminder word nie, en enige werknemer wat op gemelde datum 'n hoër besoldiging ontvang as dié wat vir sy klas werk in die Ooreenkoms voorgeskryf word, moet steeds dié hoër loon ontvang terwyl hy by dieselfde werkgever dieselfde klas werk verrig.

(6) Vir die toepassing van hierdie klousule het die uitdrukking "diens" dieselfde betekenis as in klousule 7 (7) en word dit geag te begin met ingang van die datum waarop die werknemer by die werkgever in diens getree het.

5. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—'n Bedrag wat verskuldig is aan 'n werknemer, uitgesonderd 'n los werknemer, moet weekliks in kontant of per tjek betaal word gedurende die werkure of binne 20 minute na ophou tyd op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer (of in die geval van 'n skofwerker op 'n tyd waarvoor sodanige werknemer en sy werkgever ooreenkom, wat gedurende die gewone kantoorure van die bedryfsinrigting maar hoogstens 24 uur na die gewone betaaldag moet wees) of by diensbeëindiging as dit voor die gewone betaaldag plaasvind, en sodanige bedrag moet vervat wees in 'n koeverf of houer waarop die volgende getoon word, of wat vergesel moet gaan van 'n staat wat die volgende toon:

- (a) Die werkgever se naam;
 - (b) die werknemer se naam of sy betaalstaatsnommer en beroep;
 - (c) die getal gewone werkure wat die werknemer gewerk het;
 - (d) die getal oortydwerkure wat die werknemer gewerk het;
 - (e) die getal ure op 'n Sondag gewerk en die besoldiging wat daarvoor betaal is;
 - (f) die werknemer se loon;
 - (g) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;
 - (h) besonderhede van alle bedrae afgetrek;
 - (i) die werklike bedrag wat aan die werknemer betaal is; en
 - (j) die tydperk waarvoor betaling geskied;
- en sodanige koeverf, houer of staat waarop sodanige besonderhede verskyn, word die werknemer se eiendom.

(2) *Los werknemer.*—'n Werkgever moet die besoldiging wat aan 'n los werknemer verskuldig is, in kontant by sy diensbeëindiging betaal.

(3) *Koop van goedere.*—'n Werkgever mag nie van sy werknemer vereis om goedere van hom of van 'n winkel, plek of persoon deur hom aangewys, te koop nie.

(4) *Aftrekkings.*—'n Werkgever mag sy werknemers geen boetes oplê nie en hy mag geen bedrae van sy werknemers se besoldiging aftrek nie: Met dien verstande dat hy die volgende kan aftrek:

- (a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystand-, mediese bystand-, versekerings-, spaar-, voorsorg- of pensioenfonds, of vir goedere gekoop;
- (b) met die skriftelike toestemming van 'n werknemer, 'n bedrag vir bydraes tot die vakvereniging;
- (c) bydraes tot die uitgawes van die Raad ingevolge klousule 16;
- (d) bedrae wat 'n werkgever regtens of ingevolge 'n bevel van 'n hof met regsbevoegdheid moet of mag aftrek;
- (e) met die skriftelike toestemming van 'n werknemer, 'n bedrag wat 'n werkgever aan enige administrasieraad betaal het vir die huur van 'n huis of akkommodasie onder beheer van sodanige raad.

(ii) in the case of an employee on the night shift, an allowance of not less than 10 per cent of his hourly rate, including incentive bonus earnings but excluding overtime, for each hour or part of an hour worked by him within his ordinary hours of work.

(b) An employee who is required to work overtime on a shift in respect of which a shift allowance is payable, shall be paid the allowance of 5 per cent or 10 per cent, as the case may be, calculated on his hourly rate, including incentive bonus earnings but excluding overtime, for each hour or part of an hour during which he is so employed: Provided he is so employed for the major portion of such a shift.

(c) Notwithstanding the provisions of paragraphs (a) and (b) the provisions of this subclause shall not apply to a watchman, a security guard or an employee whose attendance is necessary in connection with the generation of light or power.

(5) Nothing in this Agreement shall operate to reduce the remuneration which is being paid to an employee on the date on which this Agreement comes into operation, and any employee who, on the said date, is in receipt of remuneration in excess of that prescribed for his class of work in the Agreement shall continue to receive such higher rate whilst employed by the same employer on the same class of work.

(6) For the purposes of this clause the term "employment" shall have the same meaning as in clause 7 (7) and shall be deemed to commence from the date on which the employee entered the employer's service.

5. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees.*—Any amount due to an employee, other than a casual employee, shall be paid weekly in cash or by cheque during the hours of work or within 20 minutes of ceasing work on the usual pay-day of the establishment for such employee (or in the case of a shift worker at a time agreed upon between such employee and his employer, which time shall be during the usual office hours of the establishment but not later than 24 hours after the usual pay-day) or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in an envelope or container on which shall be recorded, or which shall be accompanied by a statement showing—

- (a) the employer's name;
- (b) the employee's name or his number on the pay-roll and his occupation;
- (c) the number of ordinary hours worked by the employee;
- (d) the number of overtime hours worked by the employee;
- (e) the number of hours worked on a Sunday and remuneration paid in respect thereof;
- (f) the employee's wage;
- (g) the details of any other remuneration arising out of the employee's employment;
- (h) the details of any deductions made;
- (i) the actual amount paid to the employee; and
- (j) the period in respect of which payment is made;

and such envelope, container or statement on which these particulars are recorded shall become the property of the employee.

(2) *Casual employee.*—An employer shall pay the remuneration due to a casual employee in cash on termination of his employment.

(3) *Purchase of goods.*—An employer shall not require his employee to purchase any goods from him or from any shop, place or person nominated by him.

(4) *Deductions.*—An employer shall not levy any fines against his employee nor shall he make any deductions from his employee's remuneration: Provided that he may make the following:

- (a) With the written consent of his employee, a deduction for holiday, sick benefit, medical aid, insurance, savings, provident or pension funds, or goods purchased;
- (b) with the written consent of an employee, a deduction in respect of subscriptions to the trade union;
- (c) contributions to the expenses of the Council in terms of clause 16;
- (d) a deduction of any amount which an employer is legally or by order of any competent court required or permitted to make;
- (e) with the written consent of an employee, a deduction of any amount which an employer has paid to any municipal council or other local authority in respect of the rent of any house or accommodation under the control of such council or other local authority.

6. WERKURE, GEWONE EN OORTYD-, EN BETALING VIR OORTYDWERK

(1) *Gewone werkure.*—'n Werkgewer mag nie van 'n werknemer, uitgesonderd 'n los werknemer, vereis of hom toelaat om meer gewone werkure te werk nie as—

(a) in die geval van 'n werknemer wat ses dae per week werk—

(i) 45 in 'n bepaalde week van Maandag tot en met Saterdag; en

(ii) behoudens subparagraaf (i) hiervan, sewe en 'n half uur op ses dae of agt uur op 'n bepaalde dag, tensy die ure op een dag hoogstens vyf is;

(b) in die geval van 'n werknemer wat vyf dae per week werk—

(i) 45 in 'n bepaalde week van Maandag tot en met Vrydag; en

(ii) behoudens subparagraaf (i) hiervan, nege uur op 'n bepaalde dag;

Met dien verstande dat die gewone werkure van 'n werknemer wat volgens 'n drieskofstelsel werk en wat vyf dae per week werk, hoogstens 37½ uur in 'n bepaalde week, Maandag tot en met Vrydag, mag wees.

(2) 'n Werkgewer mag nie van 'n los werknemer vereis of hom toelaat om meer gewone werkure as nege op 'n bepaalde dag te werk nie.

(3) *Etenspouse.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om meer as vyf uur aaneen te werk nie, sonder 'n etenspouse van minstens 'n uur waarin daar nie van sodanige werknemer vereis of hy nie toegelaat mag word om enige werk te verrig nie, en sodanige pouse word geag nie deel van die gewone werkure of oortyd uit te maak nie:

Met dien verstande dat—

(i) 'n werkgewer met sy werknemer kan ooreenkom om die duur van sodanige etenspouse te verkort tot minstens 'n halfuur;

(ii) waar 'n werkgewer op enige dag weens oortydwerk 'n tweede etenspouse aan 'n werknemer moet toestaan, sodanige pouse na 15 minute verkort kan word, mits die totale tydperk deur die werknemer na die eerste etenspouse van die dag gewerk, hoogstens sewe uur is;

(iii) sodanige pouse nie aan 'n ketelbediener, stoker, wag, veiligheidswag of 'n lid van die onderhoudspersoneel gedurende sy gewone werkure toegestaan hoef te word nie as hy gedurende sodanige werkure die geleentheid gegun word om 'n maaltyd te nuttig terwyl hy werk.

(4) *Ruspouse.*—(a) 'n Werkgewer moet aan elk van sy werknemers 'n ruspouse van 10 minute so na as moontlik aan die middel van die eerste en tweede werktydperk van elke dag toestaan: Met dien verstande dat as die totale werktydperk hoogstens nege uur is, een ruspouse van 20 minute gedurende die eerste werktydperk toegestaan kan word.

(b) Daar mag nie van 'n werknemer vereis of hy mag nie toegelaat word om enige werk gedurende 'n rustydperk in paragraaf (a) vermeld, te verrig nie, en sodanige tydperk word geag deel van die werknemer se gewone werkure uit te maak.

(5) *Werkure moet agtereenvolgend wees.*—Alle werkure van 'n werknemer op enige dag moet agtereenvolgend wees.

(6) *Beperking op oortydwerk.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om oortyd te werk nie vir langer as—

(a) in die geval van 'n los werknemer, twee uur op 'n bepaalde dag;

(b) in die geval van enige ander werknemer, 10 uur in 'n bepaalde week.

(7) *Vroulike werknemers.*—Ondanks andersluidende bepalings in hierdie klousule, mag 'n werknemer nie van 'n vroulike werknemer vereis of haar toelaat om—

(a) tussen 18h00 en 06h00 te werk nie;

(b) na 13h00 op meer as vyf dae per week te werk nie;

(c) meer as twee uur oortyd op 'n dag te werk nie, behalwe dat 'n werknemer wat vyf dae in 'n week werk, tot hoogstens vier uur oortyd op 'n Saterdag mag werk;

(d) oortyd op meer as drie agtereenvolgende dae in 'n bepaalde week oortyd te werk nie.

(e) oortyd op meer as 60 dae in 'n jaar te werk nie;

(f) na voltooiing van haar gewone werkure, meer as een uur oortyd op 'n bepaalde dag te werk nie, tensy hy—

(i) sodanige werknemer voor middag daarvan kennis gegee het; of

(ii) sodanige werknemer voorsien het van 'n genoegsame maaltyd en haar voldoende tyd gegun het om dit te geniet voordat sy met oortydwerk begin; of

6. HOURS OF WORK, ORDINARY AND OVERTIME, AND PAYMENT FOR OVERTIME

(1) *Ordinary hours of work.*—An employer shall not require or permit an employee, other than a casual employee, to work more ordinary hours of work than—

(a) in the case of an employee who works a six-day week—

(i) 45 in any week from Monday to Saturday, inclusive; and

(ii) subject to subparagraph (i) hereof, seven and a half hours on six days or eight on any day, unless the hours on one day do not exceed five;

(b) in the case of an employee who works a five-day week—

(i) 45 in any week from Monday to Friday, inclusive; and

(ii) subject to subparagraph (i) hereof, nine on any day:

Provided that the ordinary hours of work of an employee engaged on a three-shift system and who works a five-day week shall not exceed 37½ hours in any week, Monday to Friday, inclusive.

(2) An employer shall not require or permit a casual employee to work more ordinary hours of work than nine on any day.

(3) *Meal intervals.*—An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than one hour during which interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed not to be part of the ordinary hours of work or overtime:

Provided that—

(i) an employer may agree with his employee to reduce the period of such meal interval to not less than half an hour;

(ii) when on any day by reason of overtime work an employer is required to give an employee a second meal interval, such interval may be reduced to 15 minutes, provided the total period worked by the employee after the first meal interval of the day does not exceed seven hours;

(iii) such interval need not be granted to a boiler attendant, a fireman, a watchman, a security guard or a member of the maintenance staff during his ordinary hours of work if he is given the opportunity during such hours of work of having a meal while at his work.

(4) *Rest intervals.*—(a) An employer shall grant to each of his employees a rest interval of 10 minutes as near as practicable in the middle of the first and second work period of each day: Provided that if the total work period does not exceed nine hours, one rest interval of 20 minutes may be granted during the first work period.

(b) An employee shall not be required or permitted to perform any work during a rest period referred to in paragraph (a) and such period shall be deemed to be part of the employee's ordinary hours of work.

(5) *Hours of work to be consecutive.*—All hours of work of an employee on any day shall be consecutive.

(6) *Limitation of overtime.*—An employer shall not require or permit an employee to work overtime for more than—

(a) in the case of a casual employee, two hours on any day;

(b) in the case of any other employee, 10 hours in any week.

(7) *Female employees.*—Notwithstanding anything to the contrary contained in this clause, an employer shall not require or permit a female employee to work—

(a) between 18h00 and 06h00;

(b) after 13h00 on more than five days a week;

(c) overtime for more than two hours on any day, except that an employee who works a five-day week may work up to four hours overtime on a Saturday;

(d) overtime on more than three consecutive days in any week;

(e) overtime on more than 60 days in any year;

(f) overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—

(i) before midday given notice thereof to such employee; or

(ii) provided such employee with an adequate meal and allowed her sufficient time to have it before she has to commence overtime; or

(iii) sodanige werknemer minstens 25c betyds betaal het om haar in staat te stel om 'n maaltyd te bekom en te geniet voordat die oortydwerk begin.

(8) *Betaling vir oortydwerk.*—Tyd gewerk deur 'n werknemer na voltooiing van sy gewone werkure op enige dag word as oortyd beskou en hy moet soos volg daarvoor betaal word:

(a) In die geval van 'n los werknemer, een en 'n derde maal sy uurloon vir elke uur of deel van 'n uur deur hom gewerk; en

(b) in die geval van enige ander werknemer, een en 'n half maal sy uurloon vir elke uur of gedeelte van 'n uur deur hom gewerk: Met dien verstande dat as oortyd hoogstens twee en 'n half uur per dag of 10 uur per week is, die oortydbetaling vir daardie dag of week verminder kan word tot een en 'n derde maal die uurloon vir elke uur of gedeelte van 'n uur aldus deur sodanige werknemer gewerk.

(9) *Die uitroep van werknemers.*—Ondanks subklousule (8) moet 'n werknemer wat sy gewone werkure voltooi het en die bedryfsinrigting verlaat het en dan teruggeroep word om oortyd te werk een en 'n half maal sy uurloon betaal word vir elke uur of gedeelte van 'n uur deur hom gewerk: Met dien verstande dat 'n werknemer wat minder as vier uur op 'n bepaalde dag aldus moet werk, betaal moet word asof hy op daardie dag vier uur gewerk het.

(10) *Gereedheidstoelae.*—Wanneer daar van 'n werknemer wat na voltooiing van sy gewone werkure die bedryfsinrigting verlaat het, vereis word om in gereedheid te wees, moet hy 'n gereedheidstoelae van R4 per skof betaal word: Met dien verstande dat—

(i) die totale gereedheidstoelae wat deur 'n werknemer ontvang word, hoogstens R60 per maand mag wees; en

(ii) 'n werknemer wat gedurende 'n gereedheidstydperk uitgeroep word, benewens die gereedheidstoelae, oortydbetaling betaal moet word ooreenkomstig klousule 6 (8) (a) en (b).

(11) Ondanks subklousule (8), waar 'n werknemer in 'n bepaalde week gedurende enigeen van of al die gewone werkure van 'n dag of dae afwesig is, kan sodanige gewone werkure wat die werknemer nie gewerk het nie, afgetrek word van die oortydure gewerk en daar moet vir die ure aldus afgetrek, teen die werknemer se uurloon betaal word:

Met dien verstande dat—

(i) as die getal gewone werkure wat die werknemer in 'n bepaalde week afwesig is, meer is as die getal oortydure gewerk, daar vir alle sodanige oortydure teen die werknemer se uurloon betaal word; en

(ii) waar 'n werknemer met die toestemming van sy werkgever of weens siekte of omstandighede buite sy beheer van die werk afwesig is, hierdie subklousule nie van toepassing is nie en dat daar vir die oortydure in so 'n geval gewerk, die oortydloon betaal moet word wat van toepassing is op die oortydure gewerk: Met dien verstande dat 'n werkgever 'n doktersertifikaat van 'n werknemer kan vereis as bewys van die oorsaak van sy afwesigheid.

(12) 'n Werknemer wat meen dat hy veronreg is deur die toepassing op hom van enigeen van die bepalings van subklousule (11), kan by die Raad appél aanteken teen die beslissing en die Raad kan nadat hy alle redes oorweeg het wat vir sodanige beslissing aangevoer word, daardie beslissing bevestig of 'n ander beslissing gee wat na sy mening in sodanige geval gegee behoort te gewees het.

(13) *Voorbehoude.*—(a) Hierdie klousule is nie op 'n wag van toepassing nie.

(b) Subklousule (3), (4), (5) en (6) is nie van toepassing op 'n werknemer wat noodwerk doen nie.

(c) Subklousule (4) is nie op 'n ketel-/kragentralebediener, stoker, eerstehulpbediener, motorvoertuigdrywer of arbeider wat op 'n afleweringsvoertuig help, van toepassing nie.

(14) In die geval van 'n wag mag die gewone werkure hoogstens 72 uur per week wees, wat, wanneer nodig, 'n Sondag moet insluit, en sodanige werknemer moet vir elke week diens 'n vry periode van minstens 24 agtereenvolgende uur toegestaan word: Met dien verstande dat sy werkgever—

(i) niks van sy wag se loon daarvoor mag aftrek nie;

(ii) in plaas daarvan om aan sy werknemer so 'n vry periode toe te staan, aan die wag die loon kan betaal wat hy sou ontvang het as hy nie gedurende sodanige periode gewerk het nie, plus 'n bedrag van minstens dubbel sy dagloon vir sodanige periode wat nie toegestaan is nie.

(15) 'n Werkgever moet, voor die dag waarop en met ingang waarvan hy korttyd wil laat werk, die betrokke werknemers daarvan in kennis stel deur 'n kennisgewing of kennisgewings met dié strekking op te plak op 'n opvallende plek of plekke wat maklik vir hulle bekombaar is: Met dien verstande dat hierdie subklousule nie van toepassing is waar geen werk weens 'n onklaarraking van masjinerie of 'n ander rede buite die werkgever se beheer

(iii) paid such employee not less than 25c in sufficient time to enable her to obtain and have a meal before overtime is due to commence.

(8) *Payment for overtime.*—Time worked by an employee after the completion of his ordinary hours of work on any day shall be regarded as overtime and shall be paid for as follows:

(a) In the case of a casual employee, one and one-third times his hourly rate in respect of each hour or part of an hour worked by him; and

(b) in the case of any other employee, one and one-half times his hourly rate in respect of each hour or part of an hour worked by him: Provided that if the overtime does not exceed two and a half hours on any one day or 10 hours in any one week the overtime payment in respect of that day or that week may be reduced to one and one-third times the hourly rate for each hour or part of an hour so worked by such employee.

(9) *Call-out.*—Notwithstanding the provisions of subclause (8) an employee who has completed his ordinary hours of work and who has left the establishment and who is then recalled to work overtime, shall be paid one and one-half times his hourly rate for each hour or part of an hour worked by him: Provided that an employee who is required so to work for less than four hours on any day shall be paid as if he had, on that day, worked four hours.

(10) *Stand-by allowance.*—Whenever an employee who has left the establishment after completion of his ordinary hours of work is required to be on stand-by, he shall be paid a stand-by allowance of R4 per shift: Provided that—

(i) the total stand-by allowance received by any employee shall not exceed R60 in any month; and

(ii) any employee called out during a stand-by period shall, in addition to the stand-by allowance, be paid overtime according to clause 6 (8) (a) and (b).

(11) Notwithstanding the provisions of subclause (8) where, in any one week, an employee absents himself from work during any or all of the ordinary hours of a day or days, such ordinary hours not worked by the employee may be deducted from the hours of overtime worked and the hours so deducted shall be paid for at the employee's hourly rate: Provided that—

(i) if the number of ordinary hours of work on which the employee is absent in any one week is in excess of the number of overtime hours worked, all such overtime hours shall be paid for at the employee's hourly rate; and

(ii) where an employee is absent from work with the permission of his employer or absent on account of sickness or circumstances beyond his control, the provisions of this subclause shall not apply and the overtime hours worked in such case shall be paid at the overtime rate applicable to the overtime hours worked: Provided that an employer may call on an employee for a medical certificate in proof of cause of absence.

(12) Any employee who is aggrieved by the application to him of any of the provisions of subclause (11) may appeal to the Council against the decision applied to him, and the Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case.

(13) *Savings.*—(a) The provisions of this clause shall not apply to a watchman.

(b) The provisions of subclauses (3), (4), (5) and (6) shall not apply to an employee engaged on emergency work.

(c) The provisions of subclause (4) shall not apply to a boiler/power-house attendant, fireman, first-aid attendant, driver of a motor vehicle or a labourer assisting on a delivery vehicle.

(14) In the case of a watchman the ordinary hours of work shall not exceed 72 hours per week which shall include a Sunday when required and such employee shall be granted a free period of at least 24 consecutive hours in respect of every week of employment: Provided that his employer—

(i) makes no deduction from his watchman's wage in respect thereof;

(ii) may, in lieu of granting his watchman any such free period, pay such watchman the wage which he would have received if he had not worked during such period, plus an amount of not less than double his daily wage in respect of such period not granted.

(15) An employer shall, prior to the day on and from which he intends to work short-time, notify the employees concerned by posting up a notice or notices to this effect in a prominent place or places easily accessible to them: Provided that this subclause shall not apply where no work is available to an employee on

aan die werknemers beskikbaar is nie, en in daardie geval moet die betrokke werknemers minstens een uur se besoldiging betaal word vanaf die tyd van die onklaarraking of ander sodanige rede.

7. JAARLIKSE VERLOF

(1) 'n Werkgewer moet verlof met besoldiging van minstens drie weke aan 'n werknemer toestaan, waarvan minstens twee weke toegestaan moet word gedurende 'n tydperk wat voor of op 24 Desember begin.

(2) Elke werknemer moet voor of op die laaste werkdag voor die begin van sodanige verlof, vir elke voltooië maand diens by dieselfde werkgewer verlofbesoldiging betaal word wat een-twaalfde van die loon beloop wat hy sou verdien gedurende die verloftydperk wat toegestaan is. Indien 'n werknemer minder as drie aaneenlopende weke lank gedurende Desember met verlof gaan, moet die balans van sy verlof, na die goeddunke van die werkgewer, gedurende enige ander tyd van die jaar, maar voor 30 November van die daaropvolgende jaar, toegestaan word, en bogenoemde voorwaardes met betrekking tot verlofbesoldiging is *mutatis mutandis* van toepassing: Met dien verstande dat die werkgewer die reg het om 'n werknemer wat nie sy volle verlof geneem het of toegestaan is nie in plaas daarvan te betaal.

(3) Sodanige verlof mag nie met die diensopseggingstermyn van 'n werknemer of 'n tydperk waarin hy militêre diens ingevolge die Verdedigingswet, 1957, verrig of met 'n tydperk van siekteverlof kragtens klousule 9 van hierdie Ooreenkoms, saamval nie.

(4) As enige openbare vakansiedag in klousule 10 (1) vermeld binne die jaarlikse verloftydperk val, moet sodanige openbare vakansiedag by genoemde tydperk gevoeg word as 'n verdere verloftydperk en die werknemer moet terselfdertyd vir sodanige openbare vakansiedag 'n bedrag betaal word in ooreenstemming met klousule 10 (1).

(5) As die dienskontrak van 'n werknemer voor die begin van die jaarlikse verloftydperk beëindig word, moet die werkgewer 'n bedrag, bereken op die grondslag in subklousule (2) bepaal, aan sodanige werknemer betaal ten opsigte van die verlofbesoldiging wat op die datum van sodanige beëindiging aan hom verskuldig is:

Met dien verstande dat 'n werknemer—

(i) wat sy diens verlaat sonder om kennis, voorgeskryf in klousule 13, te gee of uit te dien, tensy die werkgewer afsien van sodanige kennisgewing of die werknemer die werkgewer betaal het in plaas van kennisgewing; of

(ii) wat sy diens sonder kennisgewing en sonder 'n regsgeldige rede verlaat; of

(iii) wat deur sy werkgewer sonder kennisgewing ontslaan word om 'n regsgeldige rede vir sodanige ontslag sonder kennisgewing;

nie op betaling kragtens hierdie subklousule geregtig is nie.

(6) Die verlofbesoldiging betaalbaar ingevolge subklousules (2) en (4) moet bereken word volgens die besoldiging wat die werknemer ontvang het onmiddellik voor die datum waarop sy verlof toegestaan is of waarop sy diens beëindig word, na gelang van die geval: Met dien verstande dat waar 'n werknemer besoldig word op 'n ander grondslag as volgens die tyd werklik deur hom gewerk, sy besoldiging vir die berekening van die verlofbesoldiging wat aan hom verskuldig is, bereken moet word asof hy per uur betaal is en op enige datum bepaal moet word deur die totale loon wat gedurende die 13 weke onmiddellik voor daardie datum of gedurende sy totale dienстыdperk by die betrokke werknemer, naamlik die kortste tydperk, aan hom betaal is, te deel deur die getal gewone werkure wat hy gewerk het gedurende die tydperk waarvoor sodanige loon betaal is.

(7) 'n Tydperk waarin 'n werknemer—

(a) kragtens hierdie klousule met verlof is; of

(b) militêre diens ingevolge die Verdedigingswet, 1957, verrig, vir 'n tydperk van hoogstens vier maande; of

(c) op las of versoek van sy werkgewer van die werk afwesig is; of

(d) kragtens klousule 9 met siekteverlof afwesig is;

word vir die toepassing van hierdie klousule geag diens te wees.

(8) Vir die toepassing van hierdie klousule word diens geag te begin met ingang van—

(a) die datum waarop die werknemer by die werkgewer in diens tree; of

(b) die datum waarop die werknemer laas op jaarlikse verlof geregtig geword het;

naamlik die jongste datum.

(9) Die verlof in subklousule (1) voorgeskryf, moet aan 'n werknemer wat noodsaaklik werk verrig toegestaan word op 'n tyd deur die werkgewer vasgestel: Met dien verstande dat indien sodanige verlof nog nie voorheen toegestaan is nie, dit so toegestaan moet word dat die verlof 'n aanvang neem binne vier maande na afloop van die 12 maande diens waarop dit betrekking het; en die orige bepalings van hierdie klousule is *mutatis mutandis* van toepassing op 'n werknemer wat noodsaaklike werk verrig.

account of a breakdown of machinery or other cause beyond the control of the employer, in which event the employees concerned shall be given not less than one hour's pay from the time of the breakdown or other such cause.

7. ANNUAL LEAVE

(1) An employer shall grant to an employee paid leave of not less than three weeks, of which not less than two weeks shall be granted during a period commencing not later than 24 December.

(2) Every employee shall be paid not later than the last working day before the commencement of such leave, leave pay amounting to one-twelfth of the wage he would earn during the period of leave being given, for each completed month of employment with the same employer. In the event of an employee proceeding on less than three consecutive weeks' leave during December, the balance of his leave shall be granted at the employer's discretion during any other time of the year but prior to 30 November of the following year, and the above conditions relating to leave payment shall *mutatis mutandis* apply: Provided that the employer shall have the right to pay an employee who has not taken or been given his full leave in lieu thereof.

(3) The period of such leave shall not be concurrent with any period during which an employee is under notice of termination of employment or is doing military service in pursuance of the Defence Act, 1957, nor with any period of sick leave granted in terms of clause 9 of this Agreement.

(4) If any public holiday referred to in clause 10 (1) falls within the period of annual leave, such public holiday shall be added to the said period as a further period of leave and the employee shall, at the same time, be paid in respect of such public holiday, in accordance with the provisions of clause 10 (1).

(5) Should the contract of employment of an employee be terminated before the commencement of annual leave, the employer shall pay to such employee, in respect of leave pay due to him as at the date of such termination, an amount calculated on the basis provided for in subclause (2):

Provided that an employee—

(i) who leaves his employment without having given or served the period of notice prescribed in clause 13, unless the employer has waived such notice or the employee has paid the employer in lieu of notice; or

(ii) who leaves his employment without notice and without cause recognised by law as sufficient; or

(iii) who is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice;

shall not be entitled to any payment by virtue of this subclause.

(6) The amount of leave pay payable in terms of subclauses (2) and (4) shall be calculated at the rate of remuneration which the employee was receiving immediately prior to the date from which his leave is granted or on which his employment terminates, as the case may be: Provided that whenever an employee is remunerated on a basis other than in accordance with time actually worked by him, his rate of pay shall, for the purpose of calculating the leave pay due to him, be calculated as though he were paid by the hour and shall be ascertained at any date by dividing the total wages paid to him during the period of 13 weeks immediately preceding that date or during the total period of his employment with the employer concerned, whichever is the shorter, by the number of ordinary hours worked by him during the period in respect of which such wages were paid.

(7) Any period during which an employee—

(a) is on leave in terms of this clause; or

(b) does military service under the Defence Act, 1957, up to a maximum of four months; or

(c) is absent from work on the instructions or at the request of his employer; or

(d) is absent on sick leave in terms of clause 9;

shall be deemed to be in employment for the purposes of this clause.

(8) For the purposes of this clause employment shall be deemed to commence from—

(a) the date on which the employee entered the employer's service; or

(b) the date on which the employee last became entitled to annual leave;

whichever is the later.

(9) The leave prescribed in subclause (1) shall be granted to an employee on essential work at a time to be fixed by the employer: Provided that if such leave has not been granted earlier, it shall be granted so as to commence within four months of the completion of the 12 months of employment to which it relates; and the remaining provisions of this clause shall *mutatis mutandis* apply in respect of an employee on essential work.

8. JAARLIKSE BONUS

(1) Behoudens subklousule (2), moet elke werkgewer in Desember elke jaar aan elke werknemer 'n jaarlikse bonus betaal wat soos hieronder bereken is en vir die toepassing van hierdie klousule word "diens" geag te begin op die datum waarop die werknemer laas by die werkgewer in diens getree het:

<i>Jare ononderbroke diens by dieselfde werkgewer</i>	<i>Jaarlikse bonus</i>
Minder as een jaar diens.....	Minstens 4 persent van verdienste.
Een jaar diens of langer maar minder as vyf jaar diens	Minstens 6 persent van verdienste.
Vyf jaar diens of langer maar minder as 10 jaar diens	Minstens 7 persent van verdienste.
Tien jaar diens en langer.....	Minstens 8½ persent van verdienste.

(2) Die betaling van die jaarlikse bonus is aan die volgende voorwaardes onderworpe:

(a) Die werknemer moet op die datum van betaling van sodanige bonus by sy werkgewer in diens wees;

(b) die bonus moet weekliks oploop teen die skaal wat dan van toepassing is in ooreenstemming met die tabel in subklousule (1);

(c) indien 'n werknemer sonder sy werkgewer se toestemming van die werk wegbly, val aan hom geen bonus toe vir die volgende tydperke nie:

- (i) Een week ten opsigte van die eerste dag van afwesigheid;
- (ii) twee weke ten opsigte van die tweede dag van afwesigheid;
- (iii) vier weke ten opsigte van die derde dag van afwesigheid;
- (iv) agt weke ten opsigte van die vierde dag van afwesigheid;
- (v) 16 weke ten opsigte van die vyfde dag van afwesigheid;
- (vi) 32 weke ten opsigte van die sesde dag van afwesigheid;
- (vii) 52 weke ten opsigte van die sewende dag van afwesigheid;

Met dien verstande dat hierdie paragraaf nie van toepassing is nie—

(i) op afwesigheid weens siekte wat hoogstens 26 weke in enige bepaalde jaar beloop: Voorts met dien verstande dat die werkgewer die reg het om van die werknemer te vereis om 'n doktersertifikaat te toon waarin die rede vir sy afwesigheid vermeld word; of

(ii) indien die werkgewer in gebreke gebly het om die werknemer binne 14 dae na die laaste dag van sodanige afwesigheid mee te deel dat geen bonus aan hom toegeval het nie;

(d) 'n werknemer wat van die werk afwesig is weens siekte wat hoogstens 26 weke in enige bepaalde jaar beloop, word by berekening van die bonus geag die loon te ontvang het wat in klousule 4 (1) voorgeskryf word vir die klas werk wat hy op daardie stadium verrig.

(3) Vir die toepassing van hierdie klousule beteken "verdienste" die besoldiging, uitgesonderd oortydbesoldiging en skoftoelae, wat gedurende 'n tydperk van 12 maande eindigende nie vroeër nie as 1 Oktober elke jaar, aan 'n werknemer betaal is.

(4) Ondanks subklousule (2) (a), moet die bonus wat 'n werknemer toekom, ook betaal word—

(a) aan 'n werknemer wat afgetree het in ooreenstemming met 'n aftreeplan wat deur die werkgewer in stand gehou word; en

(b) aan die boedel van 'n werknemer wat gesterf het sedert die betaling van die vorige bonus.

9. SIEKTEVERLOF

(1) Behoudens subklousule (2), moet 'n werkgewer aan 'n werknemer wat weens ongeskiktheid van die werk afwesig is, siekteverlof met volle besoldiging toestaan wat altesaam 10 werkdag gedurende 'n jaar diens beloop: Met dien verstande dat die werkgewer van die werknemer kan vereis of 'n sertifikaat te toon wat deur 'n geregistreerde mediese praktisyn onderteken is en die aard en duur toon van elke afwesigheids-tydperk wat langer as twee agtereenvolgende dae duur en waarvoor betaling geëis word.

(2) Vir die toepassing van hierdie klousule het die uitdrukking "diens" dieselfde betekenis as in klousule 7 (7).

(3) Vir die toepassing van hierdie klousule beteken "ongeskiktheid" onvermoë om te werk weens siekte of besering, uitgesonderd siekte of besering wat deur die werknemer se eie wan-gedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk waarvoor vergoeding kragtens die Ongevallewet, 1941, betaalbaar is, slegs geag word ongeskiktheid wees gedurende 'n tydperk waarvoor geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

8. ANNUAL BONUS

(1) Every employer shall, subject to the provisions of sub-clause (2) and in December of each year, pay to each employee an annual bonus calculated as follows, and for the purposes of this clause, "service" shall be deemed to commence on the date on which the employee last entered the employer's service:

<i>Years of continuous service with the same employer</i>	<i>Annual bonus</i>
Less than one year's service.....	Not less than 4 per cent of earnings.
One year's service or more but less than five years' service	Not less than 6 per cent of earnings.
Five years' service or more but less than 10 years' service	Not less than 7 per cent of earnings.
Ten years' service and over.....	Not less than 8½ per cent of earnings.

(2) The payment of the annual bonus shall be subject to the following conditions:

(a) The employee shall be in the employ of his employer at the date of payment of such bonus;

(b) the bonus shall accrue weekly at the rate then applicable in accordance with the table contained in subclause (1);

(c) where an employee absents himself from work without his employer's permission no bonus shall accrue to him for a period of—

- (i) one week in respect of the first day of absence;
- (ii) two weeks in respect of the second day of absence;
- (iii) four weeks in respect of the third day of absence;
- (iv) eight weeks in respect of the fourth day of absence;
- (v) 16 weeks in respect of the fifth day of absence;
- (vi) 32 weeks in respect of the sixth day of absence;
- (vii) 52 weeks in respect of the seventh day of absence;

Provided that this paragraph shall not apply—

(i) to any absence on account of illness, amounting to not more than 26 weeks in any one year: Provided further that the employer shall be entitled to call upon the employee to produce a medical certificate in proof of cause of absence; or

(ii) where the employer failed to notify the employee within 14 days of the last day of such absence, that no bonus has accrued to him;

(d) an employee who is absent from work on account of illness amounting to not more than 26 weeks in any one year shall be deemed, for the purpose of the calculation of the bonus, to have been paid the wage prescribed in clause 4 (1) for the class of work on which he is then employed.

(3) For the purposes of this clause the term "earnings" means the remuneration, excluding overtime and shift allowances, paid to an employee during a 12-month period ending not earlier than 1 October of each year.

(4) Notwithstanding the provisions of subclause (2) (a) the amount of bonus accrued by an employee shall also be paid—

(a) to an employee who has retired in accordance with the provisions of a retirement plan operated by the employer; and

(b) to the estate of an employee who has died since the payment of the previous bonus.

9. SICK LEAVE

(1) Subject to the provisions of subclause (2), an employer shall grant to an employee who is absent from work through incapacity, sick leave on full pay amounting to 10 working days in the aggregate during any one year of employment: Provided that the employer may require the employee to provide him with a certificate signed by a registered medical practitioner showing the nature and duration of each period of absence covering more than two consecutive days for which payment is claimed.

(2) For the purposes of this clause the term "employment" shall have the same meaning as in clause 7 (7).

(3) For the purposes of this clause the term "incapacity" means inability to work owing to any sickness or injury other than sickness or injury caused by the employee's own misconduct: Provided that any such inability to work caused by an accident for which compensation is payable under the Workmen's Compensation Act, 1941, shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of the Act.

(4) Hierdie klousule is nie van toepassing nie waar die werkgewer 'n sieke- of ander fonds in stand hou waarkragtens 'n werknemer geregtig is om siekebesoldiging te ontvang wat altesaam minstens gelyk is aan die waarvoor in subklousule (1) voorsiening gemaak word.

10. OPENBARE VAKANSIEDAE EN SONDAE

(1) As 'n werknemer nie op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag of Republiekdag werk nie, moet hy sy uurloon betaal word vir die gewone werkdag vir daardie dag van die week: Met dien verstande dat waar Geloftedag, Kersdag, Nuwejaarsdag of Republiekdag op 'n Saterdag val, 'n werknemer wat nie op so 'n dag werk nie, sy uurloon betaal moet word vir die getal ure waarvoor hy betaal sou geword het as die vakansiedag binne die tydperk van Maandag tot en met Vrydag geval het.

(2) Ondanks subklousule (1), word 'n werknemer van wie daar deur sy werkgewer vereis word om die bepaalde skof te werk onmiddellik voor en/of na enigeen van die openbare vakansiedae in hierdie klousule vermeld, en wat tydens sodanige skof of skofte van die werk afwesig is, nie betaal vir sodanige vakansiedag waarop hy nie gewerk het nie, tensy hy met die toestemming van die werkgewer of weens siekte of omstandighede buite sy beheer afwesig was.

(3) As 'n werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag of Republiekdag werk, moet hy betaal word vir die getal ure ingevolge subklousule (1) betaalbaar aan 'n werknemer wat nie op sodanige dag werk nie en daarbenewens moet hy betaal word teen een en 'n half maal die uurloon vir tyd gewerk tot die getal ure ingevolge subklousule (1) betaalbaar en daarna teen twee maal die uurloon tot die gewone aanvangstyd van die volgende dag: Met dien verstande dat waar van sodanige werknemer vereis word om minder as vier uur op sodanige dag te werk hy geag word vier uur te gewerk het: Voorts met dien verstande dat in die geval van 'n werknemer van wie daar deur sy werkgewer vereis word om die skof te werk onmiddellik voor en/of na enigeen van die openbare vakansiedae in hierdie klousule vermeld en wat tydens sodanige skof van die werk afwesig is, die betaling vir werk op sodanige vakansiedag verrig, verminder kan word tot een en 'n half maal sy uurloon vir die totale tydperk deur hom op daardie dag gewerk, tensy hy met die toestemming van sy werkgewer of weens siekte of omstandighede buite sy beheer afwesig was.

(4) 'n Werknemer wat meen dat hy veronreg is deur die toepassing op hom van enigeen van die bepalinge van subklousules (2) en (3), kan by die Raad appél aanteken teen die beslissing en die Raad kan, nadat hy alle redes oorweeg het wat vir sodanige beslissing aangevoer word, daardie beslissing bevestig of 'n ander beslissing gee wat na sy mening in sodanige geval gegee behoort te gewees het.

(5) Waar 'n werknemer, uitgesonderd 'n wag, op 'n Sondag werk, moet sy werkgewer of—

(a) die werknemer—

(i) as hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens sy dagloon betaal;

(ii) as hy aldus vir 'n tydperk van langer as vier uur werk, minstens dubbel sy gewone loon betaal vir die totale tydperk wat hy op sodanige Sondag gewerk het of minstens dubbel sy dagloon, naamlik die grootste bedrag; of

(b) die werknemer minstens een en 'n derde maal sy loon betaal vir die totale tydperk wat hy op sodanige Sondag werk en hom binne sewe dae na sodanige Sondag een dag verlof toestaan en hom daarvoor minstens sy dagloon betaal: Met dien verstande dat waar so 'n werknemer minder as vier uur op so 'n Sondag moet werk, of toegelaat word om te werk, hy geag word vier uur te gewerk het.

(6) Waar 'n werknemer 'n skof werk wat gedeeltelik op 'n openbare vakansiedag in subklousule (1) vermeld of op 'n Sondag val, en gedeeltelik op 'n ander kalenderdag, moet die hele skof geag word gewerk te gewees het op die kalenderdag waarop die grootste gedeelte van sodanige skof val.

11. AANSPORINGSWERK

(1) 'n Werkgewer kan, na minstens een week kennisgewing aan sy werknemer, 'n aansporingswerkstelsel invoer en die werkgewer moet sodanige werknemer wat volgens sodanige aansporingswerkstelsel werk, besoldig teen die skale wat ingevolge sodanige stelsel toepaslik is: Met dien verstande dat sodanige besoldiging minstens gelyk moet wees aan die bedrag in klousule 4 (1) voorgeskryf.

(2) Die aansporingswerkloonboek moet vir alle werknemers ter insae beskikbaar wees op die kantoor van die voorman van die betrokke afdeling.

(4) The provisions of this clause shall not apply where the employer operates a sick or other fund which entitles an employee to receive sick pay amounting, in the aggregate, to not less than provided for in subclause (1).

10. PUBLIC HOLIDAYS AND SUNDAYS

(1) If an employee does not work on New Year's Day, Good Friday, Ascension Day, the Day of the Covenant, Christmas Day or Republic Day he shall be paid at his hourly rate for the ordinary working hours for that day of the week: Provided that, whenever the Day of the Covenant, Christmas Day, New Year's Day or Republic Day falls on a Saturday an employee who does not work on such day shall be paid at his hourly rate for the number of hours he would have been paid if the holiday had fallen within the period Monday to Friday, inclusive.

(2) Notwithstanding the provisions of subclause (1), an employee who is required by his employer to work on the scheduled shift immediately preceding and/or following any of the public holidays referred to in this clause and who absents himself from work on such shift or shifts shall not be paid for such holiday not worked unless he was absent with the permission of the employer or on account of sickness or circumstances beyond his control.

(3) Whenever an employee works on New Year's Day, Good Friday, Ascension Day, the Day of the Covenant, Christmas Day or Republic Day, he shall be paid for the number of hours payable in terms of subclause (1) to an employee who does not work on such day and shall be paid in addition at one and one half times the hourly rate for time worked up to the number of hours payable in terms of subclause (1) and thereafter at double the hourly rate until the usual starting time of the next day: Provided that where such employee is required to work for less than four hours on such day he shall be deemed to have worked for four hours: Provided further, that in the case of an employee who is required by his employer to work on the shift immediately preceding and/or following any of the public holidays referred to in this clause and who absents himself from work on such shift, the payment for work performed on the public holiday may be reduced to one and one half times his hourly rate in respect of the total period worked by him on that day unless he was absent with the permission of his employer or on account of sickness or circumstances beyond his control.

(4) Any employee who is aggrieved by the application to him of any of the provisions of subclauses (2) and (3) may appeal to the Council against the decision applied to him, and the Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case.

(5) Whenever an employee other than a watchman works on a Sunday, his employer shall either—

(a) pay the employee—

(i) if he so works for a period not exceeding four hours, not less than his daily wage;

(ii) if he so works for a period exceeding four hours, at a rate not less than double his ordinary wage in respect of the total period worked by him on such Sunday, or not less than double his daily wage, whichever is the greater; or

(b) pay him at a rate not less than one and one-third times his wage in respect of the total period worked by him on such Sunday and grant him within seven days of such Sunday one day's leave and pay him in respect thereof not less than his daily wage: Provided that where such an employee is required or permitted to work for less than four hours on such Sunday, he shall be deemed to have worked for four hours.

(6) Whenever an employee works a shift which falls partly on any public holiday mentioned in subclause (1) or on a Sunday and partly on any other calendar day, the whole shift shall be deemed to have been worked on the calendar day on which the major portion of such shift falls.

11. INCENTIVE WORK

(1) An employer may, after giving at least one week's notice to his employee, introduce an incentive work system and the employer shall pay such employee, who is employed on such incentive work system, remuneration at the rates applicable under such system: Provided that such remuneration shall not be less than the amount prescribed in clause 4 (1).

(2) The incentive work rate book shall be available for inspection by all employees in the office of the foreman of the department concerned.

(3) Aansporingswerklone of basistye mag nie verander word as hulle eers vasgestel is nie, behalwe om die volgende redes:

- (a) 'n Fout in die berekening van enigeen van die partye; of
- (b) 'n verandering in materiaal, manier of metode van produksie of die hoeveelhede; of
- (c) 'n onderlinge ooreenkoms tussen die werkgewer en die werknemer op dieselfde wyse as dié waarvolgens 'n bonuswerk-skaal gereël word.

(4) Ten opsigte van wagtyd, moet 'n werknemer 80 persent van sy gemiddelde verdienste betaal word: Met dien verstande dat indien redelike alternatiewe werkgedurende hierdie tydperk aangebied en geweier word, betaling ten opsigte van wagtyd teen die minimum loon in klousule 4 voorgeskryf, moet geskied.

(5) Ondanks andersluidende bepalings hierin vervat, mag 'n werkgewer nie van 'n vakleerling vereis of hom toelaat om aansporingswerk te verrig nie.

(6) Die voorwaardes in hierdie Ooreenkoms vervat met betrekking tot oortydwerk, nagskofwerk en werk op Sondae en sekere openbare vakansiedae is op aansporingswerknemers van toepassing.

(7) Geen aansporingsstarief waarop ooreengekom is, moet bevreëndend geag word nie tensy sodanige tarief 'n gemiddelde werknemer wat teen die besondere aansporingswerkstarief in diens is in staat stel om minstens 10 persent meer te verdien as die tarief wat vir die klas werk in klousule 4 (1) (n) gelys is.

(8) In die geval van 'n geskil betreffende die aansporingsbonustarief en indien daar nie tot 'n vergelyk geraak kan word nie en na oorlegpleging met die werkwinkelvertegenwoordiger en voltydse vakverenigingsbeampies, moet die saak onverwyld na die Nywerheidsraad verwys word.

(9) Enige aanpassing wat voortspruit uit die Nywerheidsraad se beslissing is van toepassing vanaf die datum deur die Nywerheidsraad bepaal.

12. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

(1) 'n Werkgewer wat van 'n werknemer vereis om oorpakke te dra of wat ingevolge 'n wet of regulasie verplig is om oorpakke aan 'n werknemer te verskaf, moet sodanige werknemer elke jaar kosteloos van twee oorpakke voorsien en sodanige oorpakke bly die eiendom van die werkgewer.

(2) Ondanks subklousule (1) moet 'n werkgewer iedere buitelandbouer en alle werknemers in diens in die vulkaniseerkamer, elke jaar kosteloos van twee oorpakke voorsien en sodanige oorpakke bly die eiendom van die werkgewer.

13. BEÏNDIGING VAN DIENSKONTRAK

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig, moet—

- (a) gedurende die eerste vier weke diens, minstens een werkdag;
 - (b) na die eerste vier weke diens, minstens een week;
- kennis gee van sy voorneme om die dienskontrak te beëindig, of 'n werkgewer of werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, minstens die volgende bedrag aan die werknemer te betaal of aan die werkgewer te betaal of te verbeur, na gelang van die geval:

(i) In die geval van een werkdag kennisgewing, die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang het;

(ii) in die geval van 'n week kennisgewing, die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang het:

Met dien verstande dat—

(i) die reg van 'n werkgewer of werknemer om die dienskontrak om 'n regsgeldige rede sonder kennisgewing te beëindig;

(ii) die inwerkingtreding van enige verbeuring of boete wat regtens van toepassing is op 'n werknemer wat dros;

nie hierdeur geraak word nie.

(2) Die kennisgewing in subklousule (1) voorgeskryf, kan op enige werkdag gegee word: Met dien verstande dat—

(i) die kennisgewingstydperk nie mag saamval met of kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid met verlof kragtens klousule 7 of 'n tydperk van militêre diens;

(ii) kennis nie gegee mag word gedurende 'n werknemer se afwesigheid met siekteverlof nie.

14. DIENSSERTIFIKAAT

By beëindiging van die dienskontrak, uitgesonderd waar 'n werknemer dros, moet 'n werkgewer sy werknemer, uitgesonderd 'n los werknemer, voorsien van 'n dienssertifikaat wat die volgende toon: Die volle name van die werkgewer en sy werknemer, die beroep van die werknemer, die datum waarop die kontrak gesluit en beëindig is en die werknemer se weekloon ten tyde van sodanige beëindiging.

(3) The incentive work rates or basis times once established may not be altered except for the following reasons:

- (a) A mistake in the calculation of either side; or
- (b) a change in the material, means or methods of production or the quantities; or

(c) a mutual arrangement between the employer and the employee in the same way as a bonus work rate is arranged.

(4) An employee shall, in respect of waiting time, be paid 80 per cent of his average earnings: Provided that if reasonable alternative employment during this period is offered and refused, payment in respect of waiting time shall be at the minimum wage prescribed in clause 4.

(5) Notwithstanding anything to the contrary contained herein, an employer shall not require or permit an apprentice to be employed on incentive work.

(6) The conditions contained in this Agreement relating to overtime, night shift work and work on Sundays and certain public holidays shall apply to incentive workers.

(7) No incentive rate agreed upon shall be considered satisfactory if such rate does not enable an average employee engaged at the particular incentive work rate to earn not less than 10 per cent above the rate for the class of work scheduled in clause 4 (1) (n).

(8) In the event of a disagreement concerning the incentive bonus work rate and failing an arrangement being arrived at and after consultation with the shop steward and full time trade union officials, the matter shall forthwith be referred to the Industrial Council.

(9) Any adjustment resulting from the Industrial Council decision shall be applicable as from a date decided on by the Industrial Council.

12. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

(1) An employer who requires an employee to wear overalls or who is required by any law or regulation to provide overalls to an employee shall, each year, provide such employee, free of charge, with two overalls and such overalls shall remain the property of the employer.

(2) Notwithstanding the provisions of subclause (1), an employer shall each year provide each tyre builder and all employees employed in the curing room, free of charge, with two overalls and such overalls shall remain the property of the employer.

13. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) An employer or his employee other than a casual employee, who desires to terminate the contract of employment, shall give—

- (a) during the first four weeks of employment, not less than one working day's;
- (b) after the first four weeks of employment, not less than one week's;

notice of termination of contract, or an employer or employee may terminate the contract without notice by paying the employee or paying or forfeiting to the employer, as the case may be, in lieu of such notice not less than—

- (i) in the case of one working day's notice, the daily wage, which the employee is receiving at the time of such termination;
- (ii) in the case of a week's notice, the weekly wage which the employee is receiving at the time of such termination:

Provided that this shall not affect—

(i) the right of an employer or an employee to terminate the contract without notice for any cause recognised by law as sufficient;

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

(2) The notice prescribed in subclause (1) may be given on any working day: Provided that—

(i) the period of notice shall not run concurrently with, nor shall notice be given during an employee's absence on leave granted in terms of clause 7 or any period of military service;

(ii) notice shall not be given during an employee's absence on sick leave.

14. CERTIFICATE OF SERVICE

An employer shall upon termination of the contract of employment, other than through the desertion of an employee, furnish his employee, other than a casual employee, with a certificate of service, showing the full names of the employer and his employee, the occupation of the employee, the date of commencement and the date of termination of the contract and the employee's weekly wage at the date of such termination.

15. VERBOD OP INDIENSNEMING

'n Werkgewer mag niemand onder die ouderdom van 16 jaar in diens neem nie.

16. BYDRAES TOT DIE UITGAWES VAN DIE RAAD

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer op elke betaaldag bydraes soos in subklousule (2) van hierdie klousule gespesifiseer, aftrek van die verdienste van elk van sy werknemers, uitgesonderd vakleerlinge. By die bydraes aldus afgetrek, moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag maand na maand maar voor of op die 10de dag van die maande wat volg op die maand waarop die bydraes betrekking het, aan die Sekretaris van die Raad (Postbus 2221, Port Elizabeth) stuur.

(2) Die bydraes ingevolge subklousule (1) is 1c per week.

(3) Benewens die bydraes in subklousules (1) en (2) bedoel, moet die werkgewer elke week 'n bedrag van 1c bydra ten opsigte van elke persoon in sy diens wat nie vir lidmaatskap van 'n geregistreerde vakvereniging kwalifiseer nie; en die orige bepalings van subklousule (1) is *mutatis mutandis* op sodanige bydraes van toepassing.

17. AGENTE

Die Raad kan een of meer aangewese persone as agente aanstel om te help met die toepassing van hierdie Ooreenkoms en dit is die plig van elke werkgewer en werknemer om sodanige persone toe te laat om dié bedryfsinrigtings binne te gaan, dié navrae te doen en te voltooi en dié dokumente, boeke, loonstate, tydstate en betaalstate te ondersoek en dié individue te ondervra en alles te doen wat nodig is ten einde vas te stel of hierdie Ooreenkoms nagekom word.

18. VRYSTELLINGS

(1) Die Raad kan onderworpe aan die voorbehoudsbepalings van artikel 51 (3) van die Wet, vrystelling verleen van enigeen van die bepalings van hierdie Ooreenkoms op dié voorwaardes wat hy stel.

(2) Daar moet by die Sekretaris van die Raad om vrystelling aandoek gedoen word.

19. SLUITING VAN BEDRYFSINRIGTING OP 'N GEWONE WERKDAG

(1) Ondanks andersluidende bepalings in hierdie Ooreenkoms, kan 'n bedryfsinrigting, deur onderlinge ooreenkoms tussen die werkgewer en minstens 75 persent van sy werknemers, gesluit word gedurende enige werktydperk wat vir daardie bedryfsinrigting kragtens klousule 3, gelees met klousule 6, gespesifiseer word en waar daar so vir elke bepaalde sluiting van die bedryfsinrigting ooreengekom word.

(2) Wanneer daar nie van 'n werknemer vereis word om te werk nie, as gevolg van die sluiting van die bedryfsinrigting deur onderlinge ooreenkoms ingevolge subklousule (1), kan 'n pro rata-bedrag vir die ure wat nie gewerk is nie van die bedrae wat kragtens hierdie Ooreenkoms betaalbaar is, afgetrek word.

(3) Met inagneming van die Wet op Vakleerlinge, 1944, is hierdie klousule nie op vakleerlinge van toepassing nie.

Hierdie Ooreenkoms is namens die partye op hede die 26ste dag van Junie 1978 onderteken.

R. A. MARSH, Voorsitter van die Raad.

W. BORNMAN, Ondervoorsitter van die Raad.

R. T. RAAFF, Sekretaris van die Raad.

No. R. 1748

1 September 1978

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

BUITEBAND- EN RUBBERNYWERHEID, OOSTELIKE PROVINSIE

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Buiteband- en Rubbernywerheid, gepubliseer by Goewermentskennisgewing R. 1747 van 1 September 1978 oor die algemeen vir werknemers wie se werkeure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA, Minister van Arbeid.

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15. PROHIBITION OF EMPLOYMENT

An employer shall not employ any person under the age of 16 years.

16. CONTRIBUTIONS TO THE EXPENSES OF THE COUNCIL

(1) For the purpose of meeting the expenses of the Council every employer shall on each pay-day deduct from the earnings of each of his employees, other than apprentices, contributions as specified in subclause (2) of this clause. To the contributions so deducted, the employer shall add a like contribution and shall forward month by month, but not later than the 10th day of the month following the month to which the contributions relate, the total amount of such contributions to the Secretary of the Council (P.O. Box 2221, Port Elizabeth).

(2) The contributions in terms of subclause (1) shall be 1c per week.

(3) In addition to the contributions referred to in subclauses (1) and (2) the employer shall each week contribute an amount of 1c in respect of each person in his employ who does not qualify for membership of a registered trade union and the remaining provisions of subclause (1) shall *mutatis mutandis* apply to such contributions.

17. AGENTS

The Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement and it shall be the duty of every employer and every employee to permit such persons to enter such establishment, institute and complete such enquiries and to examine such documents, books, wage sheets, time sheets and pay statements, interrogate such individuals and to do all such acts as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed.

18. EXEMPTIONS

(1) Subject to the proviso to section 51 (3) of the Act, exemption from any of the provisions of this Agreement may be granted by the Council, subject to such conditions as it may impose.

(2) Application for exemption shall be made to the Secretary of the Council.

19. CLOSING OF ESTABLISHMENT ON AN ORDINARY WORKING DAY

(1) Notwithstanding anything to the contrary contained in this Agreement, an establishment may be closed during any period of work specified for that establishment in terms of clause 3, read with clause 6, by mutual agreement between the employer and not less than 75 per cent of his employees, where such an agreement is come to for each specific closing of the establishment.

(2) Whenever an employee is not required to work as a result of the closing of the establishment by mutual agreement in terms of subclause (1), a deduction pro rata for the hours not worked may be made from the amounts payable in terms of this Agreement.

(3) Having regard to the provisions of the Apprenticeship Act, 1944, the provisions of this clause shall not apply to apprentices.

This Agreement signed on behalf of the parties this 26th day of June 1978.

R.A. MARSH, Chairman of the Council.

W. BORNMAN, Vice-Chairman of the Council.

R. T. RAAFF, Secretary of the Council.

No. R. 1748

1 September 1978

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

TYRE AND RUBBER MANUFACTURING INDUSTRY, EASTERN PROVINCE

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Tyre and Rubber Manufacturing Industry, published under Government Notice R. 1747 of 1 September 1978, to be, or the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

S. P. BOTHA, Minister of Labour.

DEPARTEMENT VAN DOEANE EN AKSYNS

No. R. 1752

1 September 1978

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 3 (No. 3/555)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964—

(1) word Bylae 3 by genoemde Wet hierby gewysig in die mate in die Bylae hiervan aangetoon; en

(2) word hierdie wysiging vir sover dit betrekking het op oopweefstowwe van poliamied- of poliëster-vesels, met 'n konstruksie van hoogstens 10 drade per cm², geag op 5 Mei 1978 in werking te getree het.

O. P. F. HORWOOD, Minister van Finansies.

DEPARTMENT OF CUSTOMS AND EXCISE

No. R. 1752

1 September 1978

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 3 (No. 3/555)

Under section 75 of the Customs and Excise Act, 1964—

(1) Schedule 3 to the said Act is hereby amended to the extent set out in the Schedule hereto; and

(2) this amendment in so far as it relates to open weave fabrics of polyamide or polyester fibres, with a construction not exceeding 10 threads per cm², shall be deemed to have come into operation on 5 May 1978.

O. P. F. HORWOOD, Minister of Finance.

BYLAE

I Item	II Tariefpos en Beskrywing	III Mate van Korting
311.12	Deur tariefpos No. 51.04 deur die volgende te vervang: „51.04 Oopweefstowwe van gefabriseerde vesels (kontinu), met 'n konstruksie van hoogstens 10 drade per cm ²	Volle reg"

Opmerkings.—1. Die voorsiening vir 'n korting op reg op oopweefstowwe van sellulosiese vesels (kontinu), met 'n konstruksie van hoogstens 10 drade per cm², word uitgebrei om alle oopweefstowwe van gefabriseerde vesels met 'n konstruksie van hoogstens 10 drade per cm² te dek.

2. Die voorsiening vir sover dit betrekking het op oopweefstowwe van poliamied- of poliëstervesels, met 'n konstruksie van hoogstens 10 drade per cm², word terugwerkend van krag gemaak tot 5 Mei 1978.

SCHEDULE

I Item	II Tariff Heading and Description	III Extent of Rebate
311.12	By the substitution for tariff heading No. 51.04 of the following: “51.04 Open weave fabrics of man-made fibres (continuous), with a construction not exceeding 10 threads per cm ²	Full duty"

Notes.—1. The provision for a rebate of duty on open weave fabrics of cellulosic fibres (continuous), with a construction not exceeding 10 threads per cm², is extended to cover all open weave fabrics of man-made fibres with a construction not exceeding 10 threads per cm².

2. The provision insofar as it relates to open weave fabrics of polyamide or polyester fibres, with a construction not exceeding 10 threads per cm², is made with retrospective effect to 5 May 1978.

No. R. 1755

1 September 1978

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 4 (No. 4/229)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Bylae 4 by genoemde Wet hierby gewysig in die mate in die Bylae hiervan aangetoon.

O. P. F. HORWOOD, Minister van Finansies.

No. R. 1755

1 September 1978

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 4 (No. 4/229)

Under section 75 of the Customs and Excise Act, 1964, Schedule 4 to the said Act is hereby amended to the extent set out in the Schedule hereto.

O. P. F. HORWOOD, Minister of Finance.

BYLAE

I Item	II Tariefpos en Beskrywing	III Mate van Korting
460.16	Deur tariefpos No. 84.59 te skrap.	

Opmerking.—Die voorsiening vir 'n korting op reg op smeestukke vir die vervaardiging van hidrouliese agglomerceerperse met 'n vermoë van minstens 5 000 t, word ingetrek.

SCHEDULE

I Item	II Tariff Heading and Description	III Extent of Rebate
460.16	By the deletion of tariff heading No. 84.59.	

Note.—The provision for a rebate of duty on forgings for the manufacture of hydraulic agglomerating presses with a capacity of 5 000 t or more, is withdrawn.

No. R. 1753

1 September 1978

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 3 (No. 3/556)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Bylae 3 by genoemde Wet hierby gewysig, met terugwerkende krag tot 30 April 1976, in die mate in die Bylae hiervan aangetoon.

O. P. F. HORWOOD, Minister van Finansies.

No. R. 1753

1 September 1978

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 3 (No. 3/556)

Under section 75 of the Customs and Excise Act, 1964, Schedule 3 to the said Act is hereby amended, with retrospective effect to 30 April 1976, to the extent set out in the Schedule hereto.

O. P. F. HORWOOD, Minister of Finance.

BYLAE

I Item	II Tariefpos en Beskrywing	III Mate van Korting
316.01	Deur na paragraaf (4) van tariefpos No. 84.06 die volgende in te voeg: „(5) Kompressie-ontstekingsenjins, vir die vervaardiging van self-aangedrewe hyskrane Deur na paragraaf (3) van tariefpos No. 84.63 die volgende in te voeg: „(4) Ratkaste en onderdele daarvan, aandryfwielasse en koppelomsetters, vir die vervaardiging van selfaangedrewe hyskrane	Volle reg min 3% Volle reg min 3%

Opmerking.—Voorsiening, met terugwerkende krag tot 30 April 1976, word gemaak vir 'n volle korting op reg min 3% op kompressie-ontstekingsenjins, ratkaste en onderdele daarvan, aandryfwielasse en koppelomsetters, vir die vervaardiging van selfaangedrewe hyskrane.

SCHEDULE

I Item	II Tariff Heading and Description	III Extent of Rebate
316.01	By the insertion after paragraph (4) of tariff heading No. 84.06 of the following: “(5) Compression ignition engines, for the manufacture of self-propelled cranes By the insertion after paragraph (3) of tariff heading No. 84.63 of the following: “(4) Gear-boxes and parts thereof, driving axles and torque converters, for the manufacture of self-propelled cranes	Full duty less 3% Full duty less 3%

Note.—Provision is made, with retrospective effect to 30 April 1976, for a rebate of the full duty less 3% on compression ignition engines, gear-boxes and parts thereof, driving axles and torque converters, for the manufacture of self-propelled cranes.

No. R. 1754

1 September 1978

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 4 (No. 4/228)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Bylae 4 by genoemde Wet hierby gewysig in die mate in die Bylae hiervan aangetoon.

O. P. F. HORWOOD, Minister van Finansies.

No. R. 1754

1 September 1978

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 4 (No. 4/228)

Under section 75 of the Customs and Excise Act, 1964, Schedule 4 to the said Act is hereby amended to the extent set out in the Schedule hereto.

O. P. F. HORWOOD, Minister of Finance.

BYLAE

I Item	II Tariefpos en Beskrywing	III Mate van Korting
402.02	Deur tariefpos No. 73.21 te skrap.	

Opmerking.—Die voorsiening vir 'n korting op reg op toerusting, met inbegrip van sluisdeure, keermuurklappe en ander staalstrukture, vir gebruik deur enige plaaslike bestuur vir die konstruksie van water-voorraadstudamme, word ingetrek.

SCHEDULE

I Item	II Tariff Heading and Description	III Extent of Rebate
402.02	By the deletion of tariff heading No. 73.21.	

Note.—The provision for a rebate of duty on equipment, including sluice gates, weir flaps and other steel structures, for use by any local authority for the construction of water supply barrages, is withdrawn.

No. R. 1762

1 September 1978

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/4/17)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 4 van Bylae 1 by genoemde Wet hierby gewysig in die mate in die Bylae hiervan aangetoon.

O. P. F. HORWOOD, Minister van Finansies.

No. R. 1762

1 September 1978

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/4/17)

Under section 48 of the Customs and Excise Act, 1964, Part 4 of Schedule 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

O. P. F. HORWOOD, Minister of Finance.

BYLAE

I	II	III
Bobelastingitem	Tariefpos en Beskrywing	Skaal van Bobelasting
176.00	Deur tariefpos No. 84.00 deur die volgende te vervang: „84.00 Ketels, masjinerie en meganiese toestelle; onderdele daarvan (uitgesonderd goedere van poste of subposte Nos. 84.01.10, 84.01.20, 84.01.40.10, 84.02.10, 84.05.20, 84.05.60, 84.05.90, 84.06.10, 84.06.20, 84.06.30, 84.06.50.20, 84.07.90, 84.08.10, 84.08.20.10, 84.10.10, 84.10.20, 84.11.20, 84.11.60, 84.11.70.40, 84.11.70.90, 84.12.90, 84.14.10, 84.15.30, 84.15.50.90, 84.15.60.90, 84.15.70.30, 84.15.70.90, 84.15.90, 84.16, 84.17.70, 84.17.80, 84.17.90, 84.18.10, 84.18.30, 84.18.40, 84.18.50, 84.18.60, 84.18.70.90, 84.18.77, 84.19.80, 84.19.90, 84.20.25, 84.20.27, 84.20.40, 84.20.50, 84.20.90, 84.21.10, 84.21.20, 84.21.30, 84.21.40, 84.22.10, 84.22.13.10, 84.22.15, 84.22.20, 84.22.22, 84.22.33.40, 84.22.45, 84.22.65.10, 84.22.65.20, 84.22.85.10, 84.23.10, 84.23.25, 84.23.45, 84.23.50.10, 84.24.55, 84.24.60, 84.24.87, 84.25.10, 84.25.15, 84.25.20.10, 84.25.30, 84.25.80, 84.26, 84.28.10, 84.29, 84.30.10, 84.30.20, 84.30.90, 84.31, 84.32, 84.33, 84.34, 84.35, 84.36, 84.37, 84.38, 84.39, 84.40.20, 84.40.40, 84.40.80, 84.40.90, 84.41.20, 84.41.90, 84.42, 84.43, 84.44, 84.45.01, 84.45.10.30, 84.45.10.40, 84.45.12, 84.45.14, 84.45.15, 84.45.20, 84.45.23, 84.45.24, 84.45.26, 84.45.27, 84.45.29, 84.45.30, 84.45.31, 84.45.32, 84.45.33, 84.45.34, 84.45.35, 84.45.36, 84.45.37, 84.45.38, 84.45.39, 84.45.40, 84.45.46, 84.45.47, 84.45.48, 84.45.49, 84.45.50, 84.45.55, 84.45.70, 84.45.90, 84.46.90, 84.47.80, 84.47.90, 84.49.30, 84.50.90, 84.51.10, 84.52.20, 84.53.10, 84.53.40, 84.54.10, 84.54.20, 84.55.60.10, 84.55.60.40, 84.55.60.50, 84.55.60.60, 84.55.60.70, 84.55.70.50, 84.56.10, 84.56.20, 84.56.40, 84.56.60, 84.56.70, 84.56.89, 84.56.90, 84.57, 84.58, 84.59.40.10, 84.59.65, 84.59.70.10, 84.59.70.30, 84.59.70.50, 84.59.70.90, 84.59.80, 84.60.10, 84.61.87.20, 84.61.87.30, 84.62.10, 84.62.15.90, 84.62.20, 84.62.25.10, 84.62.25.30, 84.62.30.90, 84.62.40.90, 84.63.10, 84.63.33, 84.63.40.90, 84.63.90.10, 84.63.90.30 en 84.65)	12,5%”

Opmerking.—Hierdie wysiging is as gevolg van die wysiging van Deel 1 van Bylae No. 1.

SCHEDULE

I	II	III
Surcharge Item	Tariff Heading and Description	Rate of Surcharge
176.00	By the substitution for tariff heading No. 84.00 of the following: “84.00 Boilers, machinery and mechanical appliances; parts thereof (excluding goods of headings or subheadings Nos. 84.01.10, 84.01.20, 84.01.40.10, 84.02.10, 84.05.20, 84.05.60, 84.05.90, 84.06.10, 84.06.20, 84.06.30, 84.06.50.20, 84.07.90, 84.08.10, 84.08.20.10, 84.10.10, 84.10.20, 84.11.20, 84.11.60, 84.11.70.40, 84.11.70.90, 84.12.90, 84.14.10, 84.15.30, 84.15.50.90, 84.15.60.90, 84.15.70.30, 84.15.70.90, 84.15.90, 84.16, 84.17.70, 84.17.80, 84.17.90, 84.18.10, 84.18.30, 84.18.40, 84.18.50, 84.18.60, 84.18.70.90, 84.18.77, 84.19.80, 84.19.90, 84.20.25, 84.20.27, 84.20.40, 84.20.50, 84.20.90, 84.21.10, 84.21.20, 84.21.30, 84.21.40, 84.22.10, 84.22.13.10, 84.22.15, 84.22.20, 84.22.22, 84.22.33.40, 84.22.45, 84.22.65.10, 84.22.65.20, 84.22.85.10, 84.23.10, 84.23.25, 84.23.45, 84.23.50.10, 84.24.55, 84.24.60, 84.24.87, 84.25.10, 84.25.15, 84.25.20.10, 84.25.30, 84.25.80, 84.26, 84.28.10, 84.29, 84.30.10, 84.30.20, 84.30.90, 84.31, 84.32, 84.33, 84.34, 84.35, 84.36, 84.37, 84.38, 84.39, 84.40.20, 84.40.40, 84.40.80, 84.40.90, 84.41.20, 84.41.90, 84.42, 84.43,	12,5%”

I Surcharge Item	II Tariff Heading and Description	III Rate of Surcharge
	84.44, 84.45.01, 84.45.10.30, 84.45.10.40, 84.45.12, 84.45.14, 84.45.15, 84.45.20, 84.45.23, 84.45.24, 84.45.26, 84.45.27, 84.45.29, 84.45.30, 84.45.31, 84.45.32, 84.45.33, 84.45.34, 84.45.35, 84.45.36, 84.45.37, 84.45.38, 84.45.39, 84.45.40, 84.45.46, 84.45.47, 84.45.48, 84.45.49, 84.45.50, 84.45.55, 84.45.70, 84.45.90, 84.46.90, 84.47.80, 84.47.90, 84.49.30, 84.50.90, 84.51.10, 84.52.20, 84.53.10, 84.53.40, 84.54.10, 84.54.20, 84.55.60.10, 84.55.60.40, 84.55.60.50, 84.55.60.60, 84.55.60.70, 84.55.70.50, 84.56.10, 84.56.20, 84.56.40, 84.56.60, 84.56.70, 84.56.89, 84.56.90, 84.57, 84.58, 84.59.40.10, 84.59.65, 84.59.70.10, 84.59.70.30, 84.59.70.50, 84.59.70.90, 84.59.80, 84.60.10, 84.61.87.20, 84.61.87.30, 84.62.10, 84.62.15.90, 84.62.20, 84.62.25.10, 84.62.25.30, 84.62.30.90, 84.62.40.90, 84.63.10, 84.63.33, 84.63.40.90, 84.63.90.10, 84.63.90.30 and 84.65)	

Note.—This amendment is consequential to the amendment of Part 1 of Schedule No. 1.

No. R. 1761

1 September 1978

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/1/574)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae 1 by genoemde Wet hierby gewysig in die mate in die Bylae hiervan aangetoon.

O. P. F. HORWOOD, Minister van Finansies.

No. R. 1761

1 September 1978

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/1/574)

Under section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

O. P. F. HORWOOD, Minister of Finance.

BYLAE

I Tariefpos	II Statistiese Eenheid	III IV V Skaal van Reg		
		Algemeen	M.B.N.	Voorkeur
84.45 Deur na subpos No. 84.45.10.30 die volgende in te voeg: „.40 Senterdraaibanke (of aldoeldraaibanke) met 'n senterhoogte bo die bed van meer as 280 mm maar hoogstens 325 mm, nie syferkontrole nie	getal	30% of 400c per kg min 70%”		
84.48 Deur subpos No. 84.48.65 deur die volgende te vervang: „84.48.70 Onderdele van senterdraaibanke (uitgesonderd syferkontroletipes) met 'n senterhoogte bo die bed van minstens 110 mm maar hoogstens 325 mm	kg	20%”		

Opmerking.—Spesifieke voorsiening word gemaak vir senterdraaibanke met 'n senterhoogte bo die bed van meer as 280 mm maar hoogstens 325 mm, nie syferkontrole nie, en die skaal van reg daarop word van vry na 30% of 400c per kg min 70% verhoog. Die skaal van reg op onderdele van hierdie draaibanke word van vry na 20% verhoog.

SCHEDULE

I Tariff Heading	II Statistical Unit	III IV V Rate of Duty		
		General	M.F.N.	Preferential
84.45 By the insertion after subheading No. 84.45.10.30 of the following: “ .40 Centre (or general purpose) lathes with a centre height above the bed exceeding 280 mm but not exceeding 325 mm, not numerically controlled	no.	30% or 400c per kg less 70%”		
84.48 By the substitution for subheading No. 84.48.65 of the following: “84.48.70 Parts of centre lathes (excluding numerically controlled types) with a centre height above the bed of 110 mm or more but not exceeding 325 mm	kg	20%”		

Note.—Specific provision is made for centre lathes with a centre height above the bed exceeding 280 mm but not exceeding 325 mm, not numerically controlled, and the rate of duty thereon is increased from free to 30% or 400c per kg less 70%. The rate of duty on parts for these lathes is increased from free to 20%.

No. R. 1756

1 September 1978

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 6 (No. 6/85)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Bylae 6 by genoemde Wet hierby gewysig in die mate in die Bylae hiervan aangetoon.

O. P. F. HORWOOD, Minister van Finansies.

No. R. 1756

1 September 1978

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 6 (No. 6/85)

Under section 75 of the Customs and Excise Act, 1964, Schedule 6 to the said Act is hereby amended to the extent set out in the Schedule hereto.

O. P. F. HORWOOD, Minister of Finance.

BYLAE

I Item	II Tariefitem en Beskrywing	III Mate van Korting	IV Mate van Terugbetaling
607.04.15	Deur paragraaf (1) van tariefitem 104.20 deur die volgende te vervang: „(1) In sodanige hoeveelhede vir die skoonmaak of sterilisering van sodanige houers en sodanige bottleleerapparate wat die Sekretaris mag toelaat	Volle reg	

Opmerking.—Die voorsiening vir 'n korting op reg op wynspiritus of druiwespiritus vir die skoonmaak van sodanige houers as wat die Sekretaris mag toelaat word uitgebrei om ook die sterilisering van sodanige houers sowel as die skoonmaak of sterilisering van bottleleerapparate te dek.

SCHEDULE

I Item	II Tariff Item and Description	III Extent of Rebate	IV Extent of Refund
607.04.15	By the substitution for paragraph (1) of tariff item 104.20 of the following: “(1) In such quantities for the cleaning or sterilising of such containers and such bottling apparatus as the Secretary may allow	Full duty	

Note.—The provision for a rebate of duty on wine spirits or grape spirits for the cleaning of such containers as the Secretary may allow is extended to also include the sterilisation of such containers as well as the cleaning and sterilisation of bottling apparatus.

No. R. 1763

1 September 1978

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 3 (No. 3/557)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Bylae 3 by genoemde Wet hierby gewysig in die mate in die Bylae hiervan aangetoon.

O. P. F. HORWOOD, Minister van Finansies.

No. R. 1763

1 September 1978

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 3 (No. 3/557)

Under section 75 of the Customs and Excise Act, 1964, Schedule 3 to the said Act is hereby amended to the extent set out in the Schedule hereto.

O. P. F. HORWOOD, Minister of Finance.

BYLAE

I Item	II Tariefpos en Beskrywing	III Mate van Korting
316.01	Deur tariefpos No. 84.48 deur die volgende te vervang: „84.48 Vaskopsamestelle, vir die vervaardiging van senterdraaibanke met 'n senterhoogte bo die bed van minstens 110 mm maar hoogstens 325 mm	Volle reg

Opmerking.—Die voorsiening vir 'n korting op reg op loskopsamestelle en beddens vir die vervaardiging van sekere senterdraaibanke word ingetrek terwyl voorsiening gemaak word vir 'n volle korting op reg op vaskopsamestelle vir die vervaardiging van senterdraaibanke met 'n senterhoogte bo die bed van meer as 280 mm maar hoogstens 325 mm.

SCHEDULE

I Item	II Tariff Heading and Description	III Extent of Rebate
316.01	By the substitution for tariff heading No. 84.48 of the following: “84.48 Headstock assemblies, for the manufacture of centre lathes with a centre height above the bed of 110 mm or more but not exceeding 325 mm	Full duty

Note.—The provision for a rebate of duty on tailstock assemblies and beds for the manufacture of certain centre lathes is withdrawn whilst provision is made for a rebate of the full duty on headstock assemblies for the manufacture of centre lathes with a centre height above the bed exceeding 280 mm but not exceeding 325 mm.

DEPARTEMENT VAN GESONDHEID

No. R. 1758

1 September 1978

**DIE SUID-AFRIKAANSE GENEESKUNDIGE EN
TANDHEELKUNDIGE RAAD**

Die Minister van Gesondheid vaardig hierby, op aanbeveling van die Suid-Afrikaanse Geneeskundige en Tandheelkundige Raad, die volgende regulasies uit kragtens artikel 26 (1B) van die Wet op Geneesherre, Tandartse en Aanvullende Gesondheidsberoep, 1974 (Wet 56 van 1974), soos gewysig:

**REGULASIES BETREFFENDE DIE EKSAMENS VIR
GENEESHERE EN TANDARTSE WAT AANSOEK
GEDOEN HET OM REGISTRASIE KRAGTENS
ARTIKEL 26 VAN DIE WET****1. In hierdie regulasies beteken—**

“eksamen” die eksamen bedoel in artikel 26 (1A) van die Wet;

“kandidaat” ’n persoon wat ingevolge artikel 26 van die Wet aansoek gedoen het om registrasie en van wie die raad vereis om die eksamen af te lê.

2. Die eksamen in geneeskunde moet bestaan uit skriftelike en/of praktiese en/of mondelinge eksamens in die volgende:

- (1) Die kandidaat se professionele kennis en vaardigheid;
- (2) een van die amptelike tale van die Republiek.

3. Die eksamen in tandheelkunde moet bestaan uit skriftelike en/of praktiese en/of mondelinge eksamens in die volgende:

- (1) Die kandidaat se professionele kennis en vaardigheid;
- (2) een van die amptelike tale van die Republiek.

4. Die standaard van die eksamen moet nie benede die standaard van die eksamen wat ingevolge artikel 28 (3) van die Wet voorgeskryf is, wees nie.

5. Die gelde vir die aflê van die eksamen is R50.

DEPARTEMENT VAN GEVANGENISSE

No. R. 1759

1 September 1978

WYSIGING VAN DIE GEVANGENISREGULASIES

Die Staatspresident het, kragtens die bevoegdheid hom verleen by artikel 94 van die Wet op Gevangenis, 1959 (Wet 8 van 1959), die regulasies uitgevaardig wat in die Bylae hiervan vervat is.

BYLAE

1. In hierdie Bylae, tensy uit die samehang anders blyk, beteken die uitdrukking “die Gevangenisregulasies” die regulasies afgekondig by Goewermentskennisgewing R. 2080 van 31 Desember 1965, soos gewysig by Goewermentskennisgewing R. 992 van 30 Junie 1967, Goewermentskennisgewing R. 411 van 22 Maart 1968, Goewermentskennisgewing R. 801 van 10 Mei 1968, Goewermentskennisgewing R. 1865 van 11 Oktober 1968, Goewermentskennisgewing R. 2227 van 6 Desember 1968, Goewermentskennisgewing R. 2325 van 20 Desember 1968, Goewermentskennisgewing R. 726 van 2 Mei 1969, Goewermentskennisgewing R. 1530 van 18 September 1970, Goewermentskennisgewing R. 1979 van 13 November 1970, Goewermentskennisgewing R. 557 van 8 April 1971, Goewermentskennisgewing R. 1199 van 9 Julie 1971, Goewermentskennisgewing R. 53 van 14 Januarie 1972, Goewermentskennisgewing R. 776 van 12 Mei 1972, Goewermentskennisgewing R. 1476 van 25 Augustus 1972, Goewermentskennisgewing R. 384 van 16 Maart 1973, Goewermentskennisgewing R. 922 van 30 Mei 1973, Goewermentskennisgewing R. 2368 van 14 Desember 1973,

DEPARTMENT OF HEALTH

No. R. 1758

1 September 1978

**THE SOUTH AFRICAN MEDICAL AND DENTAL
COUNCIL**

The Minister of Health, on the recommendation of the South African Medical and Dental Council, hereby makes the following regulations in terms of section 26 (1B) of the Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act 56 of 1974), as amended:

REGULATIONS RELATING TO THE EXAMINATIONS FOR MEDICAL PRACTITIONERS AND DENTISTS WHO HAVE APPLIED FOR REGISTRATION IN TERMS OF SECTION 26 OF THE ACT**1. In these regulations—**

“examination” means the examination referred to in section 26 (1A) of the Act;

“candidate” means a person who has applied for registration in terms of section 26 of the Act and whom the council requires to sit for the examination.

2. The examination in medicine shall consist of written and/or practical and/or oral examinations in the following:

- (1) The candidate's professional knowledge and skill;
- (2) one of the official languages of the Republic.

3. The examination in dentistry shall consist of written and/or practical and/or oral examinations in the following:

- (1) The candidate's professional knowledge and skill;
- (2) one of the official languages of the Republic.

4. The standard of the examination shall not be lower than the standard of the examination prescribed in terms of section 28 (3) of the Act.

5. The fee for sitting the examination shall be R50.

DEPARTMENT OF PRISONS

No. R. 1759

1 September 1978

AMENDMENT OF THE PRISON REGULATIONS

The State President has, under and by virtue of the powers vested in him by section 94 of the Prisons Act, 1959 (Act 8 of 1959), made the regulations contained in the Annexure hereto.

ANNEXURE

1. In this Annexure the term “the Prison Regulations”, unless the context otherwise indicates, means the regulations published under Government Notice R. 2080 of 31 December 1965, as amended by Government Notice R. 992 of 30 June 1967, Government Notice R. 411 of 22 March 1968, Government Notice R. 801 of 10 May 1968, Government Notice R. 1865 of 11 October 1968, Government Notice R. 2227 of 6 December 1968, Government Notice R. 2325 of 20 December 1968, Government Notice R. 726 of 2 May 1969, Government Notice R. 1530 of 18 September 1970, Government Notice R. 557 of 8 April 1971, Government Notice R. 1199 of 9 July 1971, Government Notice R. 53 of 14 January 1972, Government Notice R. 776 of 12 May 1972, Government Notice R. 1476 of 25 August 1972, Government Notice R. 384 of 16 March 1973, Government Notice R. 922 of 30 May

Goewermentskennisgewing R. 1842 van 11 Oktober 1974,
Goewermentskennisgewing R. 1311 van 11 Julie 1975,
Goewermentskennisgewing R. 921 van 28 Mei 1976,
Goewermentskennisgewing R. 2261 van 3 Desember 1976,
Goewermentskennisgewing R. 967 van 3 Junie 1977,
Goewermentskennisgewing R. 1047 van 17 Junie 1977,
Goewermentskennisgewing R. 1199 van 23 Junie 1977,
Goewermentskennisgewing R. 1584 van 12 Augustus 1977,
Goewermentskennisgewing R. 1731 van 2 September 1977,
Goewermentskennisgewing R. 2094 van 14 Oktober 1977
en Goewermentskennisgewing R. 992 van 19 Mei 1978.

2. Regulasie 71 van die Gevangenisregulasies word hierby gewysig deur subregulasie (1) (y) deur die volgende te vervang:

“(y) van sy posisie in die Departement van Gevangenisgebruik maak om die belange van ’n politieke party te bevorder of te benadeel; of”.

DEPARTEMENT VAN LANDBOU-EKONOMIE EN -BEMARKING

No. R. 1750

1 September 1978

REGULASIES MET BETREKKING TOT DIE GRADERING, VERPAKKING EN MERK VAN AARTAPPELS BESTEM VIR UITVOER UIT DIE REPUBLIEK VAN SUID-AFRIKA

Die Minister van Landbou het, kragtens die bevoegdheid hom verleen by artikel 4 van die Wet op Uitvoer van Landbouprodukte, 1971 (Wet 51 van 1971), die regulasies in die Bylae hiervan uiteengesit gemaak ter vervanging van die regulasies afgekondig by Goewermentskennisgewing R. 3023 van 1 Augustus 1969, soos gewysig.

1973, Government Notice R. 2368 of 14 December 1973, Government Notice R. 1842 of 11 October 1974, Government Notice R. 1311 of 11 July 1975, Government Notice R. 921 of 28 May 1976, Government Notice R. 2261 of 3 December 1976, Government Notice R. 967 of 3 June 1977, Government Notice R. 1047 of 17 June 1977, Government Notice R. 1199 of 23 June 1977, Government Notice R. 1584 of 12 August 1977, Government Notice R. 1731 of 2 September 1977, Government Notice R. 2094 of 14 October 1977 and Government Notice R. 992 of 19 May 1978.

2. Regulation 71 of the Prison Regulations is hereby amended by the substitution for subregulation (1) (y) of the following:

“(y) makes use of his position in the Prisons Department to promote or to prejudice the interests of any political party; or”.

DEPARTMENT OF AGRICULTURAL ECONOMICS AND MARKETING

No. R. 1750

1 September 1978

REGULATIONS RELATING TO THE GRADING, PACKING AND MARKING OF POTATOES INTENDED FOR EXPORT FROM THE REPUBLIC OF SOUTH AFRICA

The Minister of Agriculture has, under the powers vested in him by section 4 of the Agricultural Produce Export Act, 1971 (Act 51 of 1971), made the regulations set out in the Schedule hereto in substitution of the regulations published by Government Notice R. 3023 of 1 August 1969, as amended.

BYLAE

INHOUD

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Woordomskrywings

1. In hierdie regulasies, tensy uit die samehang anders blyk, bet 'n woord of uitdrukking waaraan in die Wet op Uitvoer van Landbou-produkte, 1971 (Wet 51 van 1971) 'n betekenis geheg is, 'n ooreenstemmende betekenis, en beteken—
 - "aartappelmoer" die knol van die plant *Solanum tuberosum* wat vir plantdoeleindes bestem is;
 - "bederf" 'n toestand van verrotting of swamontwikkeling, uitgesonderd droë stingelentverrotting, wat deels of in die geheel die kwaliteit van die aartappel nadelig beïnvloed;
 - "besending", 'n hoeveelheid aartappels van dieselfde cultivar en van dieselfde graad wat op 'n bepaalde tydstip afgelewer word onder dekking van dieselfde vragbrief, afleveringsbrief of ontvangsbewys, of van dieselfde voertuig, of indien so 'n hoeveelheid van dieselfde graad ingedeel is in verskillende groottegroepen, elke hoeveelheid van elk van die verskillende groottegroepen;
 - "Departement" die Departement van Landbou-ekonomie en -bemarking;
 - "Direkteur van Inspeksiedienste" die Direkteur van die Afdeling Inspeksiedienste van die Departement;
 - "die Wet" die Wet op Uitvoer van Landbouprodukte, 1971 (Wet 51 van 1971);
 - "misvormd" dat die fatsoen van 'n aartappel van enige cultivar, nie kenmerkend van daardie cultivar is nie;
 - "ongespesifiseerde gebreke" enige gebrek wat veroorsaak is deur fisiologiese of nie fisiologiese faktore wat die gehalte van die aartappel nadelig beïnvloed;
 - "onverwerk" dat die aartappels nie gekook, geskil of op enige ander wyse verwerk is uitgesonderd normale sorterings-, graderings-, verpakkings- en skoonmaakpraktieke;
 - "tafelaartappel" die onverwerkte knol van die plant *Solanum tuberosum* wat vir menslike gebruik bestem is; en
 - "vreemde stowwe" enige materiaal nie normaalweg in, op of tussen die aartappels teenwoordig nie, uitgesonderd grond.

DEEL I

ONDERSOEKMETODES

Monsterneming

2. 'n Inspekteur moet 'n aantal houters vir ondersoek op 'n ewekansige wyse onttrek en homself tevrede stel dat die houters aldus onttrek, verteenwoordigend van die betrokke besending is. Elke houer wat op so 'n wyse onttrek is moet afsonderlik ondersoek word.

Toepassing van resultate

3. 'n Besending aartappels moet deur 'n inspekteur goedgekeur of na 'n laer graad afgemerkt word op grond van die gemiddelde ondersoekresultate wat verkry is tydens die ondersoek van die houters wat onttrek is soos in regulasie 2 voorgeskryf.

Monsterneming vir inwendige gehalte in die geval van tafelaartappels

4. Indien tafelaartappels vir inwendige gehalte ondersoek word, moet die inspekteur—

- (a) uit elke houer volgens regulasie 2 onttrek, 'n ewekansige monster van 3 kg aartappels onttrek; en
- (b) uit elke in subparagraaf (a) voorgeskrewe 3 kg monster ongeveer, maar nie meer nie as 750 g aartappels, wat na sy mening van die swakste inwendige gehalte is, uitsoek en sny. Die massa van die gesnyde aartappels wat nie aan die vereistes van die besondere graad voldoen nie, in verhouding tot die totale massa van die 3 kg monster, moet op 'n persentasie-basis bepaal word.

Ondersoekgeld

5. 'n Ondersoekgeld van 1,4c per houer moet aan die Departement deur die uitvoerder van aartappels betaal word, wanneer sodanige aartappels vir ondersoek aangebied word.

Verwydering van afgekeurde aartappels

6. Aartappels wat vir uitvoer afgekeur is moet binne 'n tydperk van 48 uur (uitgesonderd Sondae en openbare vakansiedae) na sodanige afkeuring deur die persoon wat sodanige aartappels vir ondersoek aangebied het, van die plek van ondersoek verwyder word. Met dien verstande dat indien 'n appèl ten opsigte van sodanige aartappels aangeteken is en die appèl afgewys word, moet sodanige aartappels binne 48 uur (uitgesonderd Sondae of openbare vakansiedae) na die bekendmaking van die uitslag van sodanige appèl, verwyder word.

DEEL II

ALGEMEEN

Kennisgewing

7. (1) Iemand wat van voorneme is om 'n besending aartappels uit te voer, moet minstens 10 dae voor die datum van uitvoer skriftelik aan die Direkteur van Inspeksiedienste, Privaatsak X258, Pretoria, 0001, of aan 'n inspekteur, kennis gee van sodanige voorneme.
- (2) Sodanige kennisgewing moet verstrek—
 - (a) die aantal houters in die besending en die totale netto massa in kilogram;
 - (b) die naam van die uitvoerder of sy agent;
 - (c) die hawe waarvandaan die uitvoer sal plaasvind;
 - (d) besonderhede aangaande die merk en bestemming daarvan;
 - (e) die datum van uitvoer; en
 - (f) die nommer en datum van die uitvoerpermit ingevolge die bepalinge van artikel 87 van die Bemarkingswet, 1968 (Wet 59 van 1968) uitgereik.

Aanbieding vir ondersoek

8. Aartappels vir uitvoer bestem, moet vir ondersoek aangebied word minstens 48 uur voor die laai daarvan in die skip of voertuig waarin dit beoog word om die aartappels uit te voer.

Ondersoek

9. (1) 'n Inspekteur mag in enige besending aartappels soveel houters onttrek en oopmaak en die inhoud daarvan ondersoek en monsters van sodanige inhoud neem vir die doel van verdere ondersoek of ontleding as wat hy nodig mag ag.
- (2) 'n Inspekteur se bevinding met betrekking tot die houters deur hom oopgemaak uit hoofde van die bepalinge van subregulasie (1) en die inhoud van sodanige houters, sal as 'n beslissing ten opsigte van die hele besending waaruit sodanige houters onttrek is, geld.
- (3) Indien 'n inspekteur tevrede is dat daar ten opsigte van 'n besending aartappels aan die vereistes van hierdie regulasies en die Wet voldoen is, moet hy sodanige besending vir uitvoer goedkeur deur of die houters of etikette aan die houters te merk of te laat merk met die woorde "Goedgekeur deur Staatsinspekteur—Approved by Government Inspector", of 'n sertifikaat wat sy goedkeuring aantoon, uit te reik.

Appèl

10. (1) Iemand wat hom deur enige beslissing of optrede van 'n inspekteur veronreg ag, mag appèl aanteken teen sodanige beslissing of optrede deur binne 24 uur nadat hy van daardie beslissing of optrede in kennis gestel is, 'n kennisgewing van appèl by 'n inspekteur in te dien en binne genoemde tydperk by dié inspekteur of by enige kantoor van die Afdeling Inspeksiedienste van die Departement, 'n deposito van R20 te deponeer. Met dien verstande dat 'n afsonderlike deposito gestort moet word ten opsigte van elke afsonderlike besending en met dien verstande verder dat indien die kennisgewing van appèl en die deposito nie binne die voorgeskrewe tydperk van 24 uur ingehandig en gedeponeer word nie, die appellant sy reg van appèl ingevolge hierdie regulasies verbeur.
- (2) 'n Inspekteur mag aan aartappels ten opsigte waarvan 'n appèl aangeteken is, of aan die houters daarvan, enige merk of merke aanbring wat hy vir uitkenningsdoeleindes nodig mag ag, en sodanige besending aartappels mag nie sonder sy toestemming van die plek waar dit ondersoek was of opgeberg word, verwyder word nie.
- (3) Die Sekretaris van die Departement of 'n beampte van die Departement deur hom benoem, moet 'n persoon of persone aanwys deur wie oor so 'n appèl beslis moet word binne 72 uur (uitgesonderd Sondae en openbare vakansiedae) na indiening daarvan, en die beslissing van die aldus aangewese persoon of persone sal afdoende wees.

(4) Die aldus aangewese persoon of persone moet die appellant of sy verteenwoordiger minstens twee uur kennis gee van die tyd en plek bepaal vir die verhoor van die appèl en mag, nadat die betrokke aartappels vertoon en uitgeken is en alle belanghebbendes aangehoor is, alle persone (met inbegrip van die appellant, sy verteenwoordiger en die inspekteur) gelas om die plek waar die appèl oorweeg word, te verlaat.

(5) (a) Indien 'n appèl gehandhaaf word, word die bedrag wat ten opsigte daarvan gedeponeer is aan die appellant terugbetaal.

(b) Indien 'n appèl van die hand gewys word, of as die aartappels waarop dit betrekking het nie op die tyd en plek soos bepaal deur die persoon of persone wat aangewys is om oor die appèl te beslis, vertoon word nie, sal die bedrag wat ten opsigte daarvan gedeponeer is, verbeur word.

Vrystellings

11. Ondanks andersluidende bepalings is hierdie regulasies nie van toepassing nie—

(a) op aartappels wat vir uitvoer na die Koninkryk van Lesotho, die Koninkryk van Swaziland, die Republiek van Botswana, die Republiek van Transkei, die Republiek van Bophuthatswana en die gebied van Suidwes-Afrika, bestem is;

(b) op aartappels ten opsigte waarvan die Direkteur van Inspeksiedienste skriftelike goedkeuring het dat dit, onderworpe aan voorwaardes deur hom bepaal, by wyse van 'n proefneming uitgevoer word en ten opsigte waarvan sodanige voorwaardes nagekom is; of

(c) op aartappels wat ingeneem word as voorraad vir verbruik op 'n skip of ander vervoermiddel na die buiteland.

TAFELAARTAPPELS

DEEL III

GEHALTEVEREISTES

Grade

12. (1) Daar is twee grade tafelaartappels naamlik Graad 1 en Graad 2.

(2) *Spesifikasies*.—Die in subregulasie (1) genoemde grade moet aan die volgende spesifikasies voldoen:

Gehaltesfaktor	Graad 1	Graad 2
(a) Gespesifiseerde gebreke:		
(i) Bederf.....	Geen.....	Geen.
(ii) Insekbesmetting en -beskadiging.....	Geen.....	Feitlik vry.
(iii) Kouebeskadiging.....	Geen.....	Geen.
(iv) Hittebeskadiging.....	Geen.....	Geen.
(v) Beskadiging deur ander plant.....	Geen.....	Feitlik vry.
(vi) Holhart.....	Geen.....	Geen.
(vii) Droë stingelentverrotting.....	Geen.....	Geen.
(viii) Bruinvlek.....	Geen.....	Feitlik vry.
(ix) Waterigheid.....	Geen.....	Feitlik vry.
(x) Verleptheid.....	Geen.....	Feitlik vry.
(xi) Uitloopsels.....	Geen.....	Geen.
(xii) Vergroening.....	Geen.....	Geen.
(xiii) Voorkoms.....	Goed.....	Goed.
(xiv) Misvormd.....	Geen.....	Mag effens misvormd wees.
(xv) Vreemde stowwe.....	Geen.....	Geen.
(xvi) Meganiese beskadiging.....	Geen.....	Feitlik vry.
(xvii) Grond.....	Feitlik vry.....	Taamlik vry.
(b) Ongespesifiseerde gebreke.....	Geen.....	Feitlik vry.
(c) Groottegroep:	<i>Minimum</i> <i>Maksimum</i>	Soos vir Graad 1.
(i) Groot.....	<i>massa</i> <i>massa</i>	
(ii) Medium.....	200 g *	
(iii) Klein.....	55 g 250 g	
	20 g 85 g	

* Nie van toepassing nie.

(3) *Afwykinge (maksimum persentasie toegelaat, m/m)*.—Die in subregulasie (1) bedoelde grade mag tot die mate hieronder uiteengesit afwyk van die in subregulasie (2) voorgeskrewe spesifikasies:

Gehaltesfaktor	Graad 1	Graad 2
(a) Bederf: Met dien verstande dat geen van die aartappels in die res van die houer, of die houer self, deur bederfde knolle nat of besmeer is nie.....	1	1
(b) Misvormd.....	10	15
(c) Uitwendige kwaliteitsgebreke met inbegrip van die in paragraaf (a) genoem maar uitgesonderd die in paragraaf (b) genoem: Met dien verstande dat bederf binne die perke soos hierbo gespesifiseer is.....	5	10
(d) Inwendige kwaliteitsgebreke uitgesonderd die in paragraaf (a) genoem.....	4	8
(e) Afwykings in paragrafe (c) en (d) gesamentlik: Met dien verstande dat sodanige afwykings individueel binne die perke soos hierbo gespesifiseer is.....	8	12
(f) Groottegroepafwykings—		
(i) te klein.....	10	15
(ii) te groot.....	10	15
(iii) te klein en te groot gesamentlik.....	15	20

DEEL IV

HOUERS

13. Tafelaartappels moet in houters verpak wees wat—

(a) heel, skoon, geskik en sterk genoeg vir die verpakking en normale hantering van tafelaartappels is;

(b) nie 'n smaak of reuk aan die aartappels oodra nie; en

(c) bestaan uit Tipe W of Y houters.

Spesifikasies

14. Behoudens die bepaling van regulasie 13 is die spesifikasies vir die onderskeie tipes houers soos volg:

Houerfaktor	Tipe W sakkie	Tipe Y sakkie
(1) Binne-afmetings:		
(a) Lengte.....	685 mm.....	750 mm.
(b) Breedte.....	368 mm.....	335 mm.
(2) Materiaal.....	Goiing wat 'n massa van minstens 185 g en hoogstens 215 g per m ² het en wat onderskeidelik minstens 38 skeringsdrade en 24 inslagdrade per 100 mm het	Gebreide poliëtileen wat 'n massa van minstens 90 g en hoogstens 110 g per m ² het en wat onderskeidelik minstens 25 skeringsdrade en 52 inslagdrade per 100 mm het of wat hoogstens 45 persent lig deurlaat.
(3) Minimum netto verpakkings kapasiteit	16 kg aartappels.....	Soos vir Tipe W.
(4) Kleur.....	Vaalbruin.....	Goudbruin.

DEEL V

VERPAKKINGSVEREISTES

Algemeen

15. (1) In die geval van Graad 1 en Graad 2 moet—

- (a) tafelaartappels in dieselfde besending min of meer in cultivar, voorkoms en rypheid ooreenstem; en
(b) tafelaartappels van verskillende grade of van verskillende grootte-groepe nie saam in dieselfde houer verpak wees nie.

Toemaak van houers

16. (1) Tipe W houers moet met 'n geskikte bindlyn toegewerk of toegeryg word en nie toegebind word nie.

Massa

17. Die netto massa van tafelaartappels in Tipe W en Y houers moet minstens 15 kilogram wees.

DEEL VI

MERKVEREISTES

Etiket

18. Elke Tipe W of Y houer wat tafelaartappels bevat moet van 'n etiket voorsien wees—

- (a) wat van wit of vaal manillapapier is;
(b) wat minstens 80 mm in lengte en 40 mm in breedte en nie meer as 85 mm in lengte en 50 mm in breedte is nie;
(c) wat van 'n ronde of langwerpige versterkte vasbindgaatjie voorsien is;
(d) wat heel, skoon en netjies is;
(e) wat aan die een kant 'n horisontale lyn van 0,5 mm in breedte moet hê, wat oor die lengte en min of meer in die middel van die etiket aangebring is, soos in regulasie 19 (3) aangedui;
(f) wat aan die teenoorgestelde kant van die in paragraaf (e) bedoelde kant, 'n horisontale lyn van minstens 4 mm in breedte moet hê, wat oor die lengte en min of meer in die middel van die etiket aangebring is, soos in regulasie 19 (3) aangedui; en
(g) waarop die in regulasie 19 voorgeskrewe besonderhede met die volgende kleure gedruk is—

Graad 1—blou.

Graad 2—groen.

Besonderhede

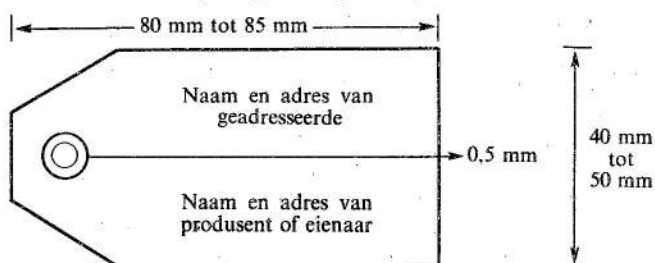
19. (1) Tipe W en Y houers wat tafelaartappels bevat moet in duidelike leesbare blokletters op 'n etiket soos in regulasie 18 voorgeskryf, met die volgende besonderhede gemerk wees:

- (a) Die naam en adres van die produsent of eienaar;
(b) die naam en adres van die geadresseerde indien van toepassing;
(c) die grootte-groepe naamlik "Groot", "Medium", of "Klein", na gelang van die geval, met letters minstens 5 mm hoog;
(d) die graad naamlik "Graad 1" of "Graad 2", na gelang van die geval, met letters minstens 5 mm hoog: Met dien verstande dat die woord "Graad" hoogstens 2 mm klein mag wees;
(e) die uitdrukking "15 kg" of "15 kilogram" met letters minstens 5 mm hoog; en
(f) die woord "Aartappels" met letters minstens 3 mm hoog.

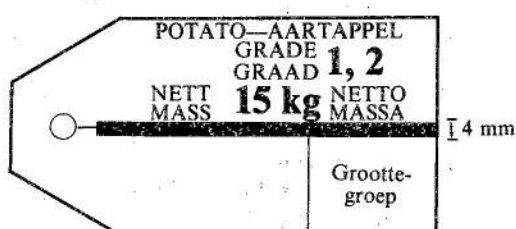
(2) Indien die graad- of groottebenaming, op enige stadium sou verander, moet die etikette vervang word tensy die nuwe grootte- of graadbenaming in duidelike, leesbare blokletters van minstens 2 mm groter as die vorige merke dwarsoor die ou grootte- of graadbenaming in rooi ink met 'n geskikte rubberstempel gestempel word.

(3) Besonderhede moet soos volg op die etiket wat in regulasie 18 voorgeskryf word, uiteengesit wees: Met dien verstande dat slegs een graadbenaming op die etiket gedruk mag wees:

Een kant van etiket (lettergrootte opsioneel):



Teenoorgestelde kant van etiket



(4) Besonderhede moet in een of albei amptelike landstale gedruk wees.

Aanhegting van etikette

20. (1) Slags een etiket moet aan elke houer vasgeheg word.
 (2) Etikette moet stewig met geskikte bindmateriaal deur die vasbindgaatjie van die etiket aan die toegewerkte of toegerygde bo-ent van die houer, vasgeheg wees.
 (3) Alle etikette moet op so 'n wyse aan die houters vasgeheg wees dat oorstempelning moontlik is sonder om die houters oop te maak of te beskadig.

Verbode besonderhede

21. Geen bewoording, illustrasie of ander metode van begripsuitdrukking wat 'n wanvoorstelling behels of wat regstreeks of by implikasie, 'n misleidende indruk van die inhoud kan skep, mag op 'n houer wat tafelaartappels bevat, of op 'n etiket daaraan geheg, verskyn nie.

DEEL VII

AARTAPPELMOERE

GEHALTEVEREISTES

22. (1) Aartappelmoere moet vry van bederf en droë verrotting wees: Met dien verstande dat die aartappelmoere van hierdie vereistes mag afwyk, tot die mate in subregulasie (2) uiteengesit.

(2) *Afwykinge (maksimum persentasie toegelaat, m/m):*

- | | |
|---|----|
| (a) Nat tipe bederf..... | 0% |
| (b) Droë verrotting (insluitende droë stingelverrotting)..... | 4% |

DEEL VIII

GROOTTEGROEPE

23. Aartappelmoere moet ooreenkomstig met die volgende groottegroepe verpak word:

- (1) Moere met 'n massa van minstens 28 g en hoogstens 117 g elk;
 (2) moere met 'n massa van minstens 28 g en hoogstens 170 g elk; of
 (3) soos verlang deur die invoerder.

DEEL IX

HOUERS

24. Aartappelmoere moet verpak word in—

- (a) skoon, nuwe goingsakkies wat van 185 g tot 215 g per m² materiaal vervaardig is en 'n netto inhoudsvermoë vir minstens 30 kg aartappels het: Met dien verstande dat tou en nie draad nie by die toemaak van sakkies gebruik moet word en met dien verstande verder dat sakkies toegewerk en nie kropgebind moet word nie;
 (b) kartonne met 'n netto massa vir minstens 15 kg aartappels en binne afmetings 247 mm (lengte) × 247 mm (breedte) × 369 mm (hoogte) met 'n klap van 127 mm; of
 (c) enige ander houer deur die Direkteur van Inspeksiedienste goedgekeur.

DEEL X

MERKVEREISTES

25. (1) Houers waarin aartappelmoere verpak is, moet—

- (a) in die geval van goingsakkies, op 'n etiket van manillapapier wat aan die bo-ent daarvan vasgeheg is; en
 (b) in die geval van enige ander goedgekeurde soort houer, of op die voorgeskrewe etiket wat vasgeheg is aan die buitekant van die houer, of op die houer self met die volgende gegewens in duidelike, leesbare blokletters (in blou of swart ink) van minstens 6 mm hoog gemerk wees met:

- (i) Die naam en adres van die uitvoerder;
 (ii) die woorde "Staatsgesertifiseerde Moere" of "Government Certified Seed Potatoes";
 (iii) die groottegroep; en
 (iv) die kultivar van die aartappelmoere.

- (2) Besonderhede mag in een of albei amptelike tale gedruk wees.

Verbode besonderhede

26. Geen bewoording, illustrasie of ander metode van begripsuitdrukking wat 'n wanvoorstelling behels of wat regstreeks of by implikasie, 'n misleidende indruk van die inhoud mag skep, mag op 'n houer wat aartappelmoere bevat of op 'n etiket daaraan geheg, verskyn nie.

DEEL XI

DIVERSE BEPALINGS

Herroeping van regulasies

27. Die regulasies afgekondig by Goewermentskennigewing R. 203 van 1 Augustus 1969, soos gewysig deur Goewermentskennigewings R. 3913 van 12 Desember 1969 en R. 56 van 6 Januarie 1978, word hierby herroep.

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Definitions

1. In these regulations, unless inconsistent with the context, a word or expression to which a meaning has been assigned in the Agricultural Produce Export Act, 1971 (Act 51 of 1971), shall have a corresponding meaning, and—

“consignment” means a quantity of potatoes of the same cultivar and of the same grade delivered at any one time under cover of the same consignment note, delivery note or receipt note, or from the same vehicle, or if such quantity of the same grade is subdivided into different size groups, each quantity of each of the different size groups;

“decay” means a state of decomposition or fungus development except dry stem end rot, partly or completely affecting the quality of the potato detrimentally;

“Department” means the Department of Agricultural Economics and Marketing;

“Director of Inspection Services” means the Director of the Division of Inspection Services of the Department;

“foreign matter” means any material not normally present in, on or between the potatoes with the exception of soil;

“malformed” means that the shape of a potato of any cultivar is not typical of that cultivar;

“seed potato” means the tuber of the plant *Solanum tuberosum* intended for planting purposes;

“table potato” means the unprocessed tuber of the plant *Solanum tuberosum* intended for human consumption;

“the Act” means the Agricultural Produce Export Act, 1971 (Act 51 of 1971);

“unprocessed” means that the potatoes have not been cooked, peeled or processed in any other way, excluding normal sorting, grading, packing and cleaning practices; and

“unspecified defects” means any defect caused by physiological or non-physiological factors affecting the quality of the potato detrimentally.

PART I

INSPECTION METHODS

Sampling

2. An inspector shall abstract at random for inspection purposes a number of containers and satisfy himself that the containers so abstracted are representative of the consignment concerned. Each container abstracted in this manner shall be inspected separately.

Application of results

3. A consignment of potatoes shall be passed or degraded to a lower grade by an inspector by virtue of the average inspection results obtained from the inspection of the containers abstracted as prescribed in regulation 2.

Sampling for internal quality in the case of table potatoes

4. If table potatoes are inspected for internal quality the inspector shall—

(a) abstract at random 3 kg sample of potatoes from every container abstracted in accordance with regulation 2; and

(b) from every 3 kg sample prescribed in subparagraph (a) select and cut approximately, but not more than 750 g of the potatoes that have, in his opinion, the poorest internal quality. The mass of the cut potatoes which do not comply with the requirements of the grade concerned, in proportion to the total mass of the 3 kg sample, shall then be determined on a percentage basis.

Inspection fee

5. An inspection fee of 1,4c per container shall be paid to the Department by the exporter of potatoes when such potatoes are submitted for inspection.

Removal of rejected potatoes

6. Potatoes which have been rejected for export shall be removed from the place of inspection by the person who submitted such potatoes for inspection within a period of 48 hours (excluding Sundays and public holidays) after such rejection: Provided that whenever an appeal has been lodged in respect of such potatoes and the appeal is dismissed, such potatoes shall be removed within 48 hours (excluding Sundays and public holidays) after the results of such an appeal has been made known.

PART II GENERAL

Notice

7. (1) Any person intending to export a consignment of potatoes shall give written notice of his intention to the Director of Inspection Services, Private Bag X258, Pretoria, 0001, or to an inspector, at least 10 days prior to the date of export.

(2) Such notice shall state—

- (a) the number of containers in the consignment and the total net mass in kilograms;
- (b) the name of the exporter or his agent;
- (c) the port from which the export shall take place;
- (d) particulars concerning the marking and destination thereof;
- (e) the date of export; and
- (f) the number and date of the export permit issued in terms of the provision of section 87 of the Marketing Act, 1968 (Act 59 of 1968).

Submission for inspection

8. Potatoes intended for export shall be submitted for inspection at least 48 hours prior to the loading thereof into the vessel or vehicle in which it is intended to export the potatoes.

Inspection

9. (1) An inspector may in any consignment of potatoes, abstract and open as many containers and examine the contents thereof and remove samples of such contents, for the purpose of further examination or analysis, as he may deem necessary.

(2) An inspector's finding in regard to the containers opened by him by virtue of the provisions of subregulation (1) and the contents of such containers, shall apply as a finding in respect of the whole consignment from which such containers were abstracted.

(3) If an inspector is satisfied that the requirements of these regulations and the Act have been complied with in respect of any consignment of potatoes, he shall approve such consignment for export either by marking or causing to be marked on each container or label affixed thereto the words "Goedgekeur deur Staatsinspekteur—Approved by Government Inspector" or by issuing a certificate which indicates such approval.

Appeal

10. (1) Any person who feels aggrieved as a result of any decision or action taken by an inspector, may appeal against such decision or action by submitting a notice of appeal to an inspector within 24 hours after he has been notified of that decision or action, and depositing within the said period with such inspector or at any office of the Division of Inspection Services of the Department, a deposit of R20: Provided that a separate deposit shall be deposited in respect of each separate consignment and provided further that if the notice of appeal and deposit are not submitted and deposited within the prescribed period of 24 hours the appellant shall lose his right of appeal in terms of this regulation.

(2) An inspector may apply to potatoes in respect of which an appeal has been lodged, or to the containers thereof, any mark or marks which he may deem necessary for identification purposes and such consignment of potatoes shall not, without his consent, be removed from the place where it was inspected or where it is stored.

(3) The Secretary of the Department or an officer of the Department nominated by him, shall designate a person or persons who shall decide such an appeal within 72 hours (excluding Sundays and public holidays) after it was lodged, and the decision of the person or persons so designated shall be final.

(4) The person or persons so designated, shall give the appellant or his representative at least two hours notice of the time and place determined for the hearing of the appeal, and may, after the potatoes concerned have been produced and identified and all the interested parties have been heard, instruct all persons (including the appellant, his representative and the inspector), to leave the place where the appeal is being considered.

(5) (a) If an appeal is upheld, the amount deposited in respect thereof, shall be refunded to the appellant.

(b) If an appeal is dismissed, or if the potatoes to which it relates are not produced at the time and place determined by the person or persons designated to decide the appeal, the amount deposited in respect thereof shall be forfeited.

Exemptions

11. Notwithstanding anything to the contrary these regulations shall not apply—

(a) to potatoes intended for export to the Kingdom of Lesotho, the Kingdom of Swaziland, the Republic of Botswana, the Republic of Transkei, the Republic of Bophuthatswana and the territory of South West Africa;

(b) to potatoes in respect of which the Director of Inspection Services has approved, in writing that, subject to conditions determined by him, they be exported as an experiment, and in respect of which such conditions have been complied with; or

(c) to potatoes shipped as provisions for consumption aboard a ship or other means of transport to foreign countries.

PART III TABLE POTATOES QUALITY REQUIREMENTS

Grades

12. (1) There shall be two grades of table potatoes namely Grade 1 and Grade 2.

(2) *Specifications.*—The grades mentioned in subregulation (1) shall comply with the following specifications:

Quality factor	Grade 1		Grade 2
(a) Specified defects:			
(i) Decay.....	None.....		None.
(ii) Insect infestation and insect damage.....	None.....		Practically free.
(iii) Cold damage.....	None.....		None.
(iv) Heat damage.....	None.....		None.
(v) Damage by other plants.....	None.....		Practically free.
(vi) Hollow heart.....	None.....		None.
(vii) Dry stem end rot.....	None.....		None.
(viii) Brown fleck.....	None.....		Practically free.
(ix) Watery.....	None.....		Practically free.
(x) Wilt.....	None.....		Practically free.
(xi) Sprouts.....	None.....		None.
(xii) Greening.....	None.....		None.
(xiii) Appearance.....	Good.....		Good.
(xiv) Malformation.....	None.....		May be slightly malformed.
(xv) Foreign matter.....	None.....		None.
(xvi) Mechanical damage.....	None.....		Practically free.
(xvii) Soil.....	Practically free.....		Fairly free.
(b) Unspecified defects.....	None.....		Practically free.
(c) Size groups:			As for Grade 1.
(i) Large.....	Minimum mass	Maximum mass	
(ii) Medium.....	200 g	*	
(iii) Small.....	55 g	250 g	
	20 g	85 g	

* Not applicable.

(3) *Deviations (maximum percentage allowed, m/m).*—The grades mentioned in subregulation (1) may deviate from the specifications prescribed in subregulation (2) to the extent set out hereunder:

Quality factor	Grade 1	Grade 2
(a) Decay: Provided that none of the remainder of the potatoes in the container or the container itself, is wet or soiled by decayed tubers.....	1	1
(b) Malformed.....	10	15
(c) External quality defects including those mentioned in paragraph (a) but with the exception of those mentioned in paragraph (b): Provided that decay is within the limits as specified above.....	5	10
(d) Internal quality defects excluding those mentioned in paragraph (a).....	4	8
(e) Deviations in paragraphs (c) and (d) collectively: Provided that such deviations are individually within the limits as specified above.....	8	12
(f) Size group deviations—	10	15
(i) too small.....	10	15
(ii) too large.....	15	20
(iii) too small and too large collectively.....		

PART IV CONTAINERS

13. Table potatoes shall be packed in containers which—

- (a) are unbroken, clean, suitable and strong enough for the packing and normal handling of table potatoes;
- (b) shall not impart a taste or odour to the potatoes; and
- (c) consist of Type W or Y containers.

Specifications

14. Subject to the provisions of regulation 13 the specifications for the different types of containers shall be as follows:

Container factor	Type W pocket	Type Y pocket
1. Internal dimensions:		
(a) Length.....	685 mm.....	750 mm.
(b) Width.....	368 mm.....	335 mm.
2. Material.....	Hessian with a mass of at least 185 g and not more than 215 g per m ² with at least 38 warp threads and 24 weft threads per 100 mm respectively	Knitted polyethylene with a mass of at least 90 g and not more than 110 g per m ² with at least 25 warp threads and 52 weft threads per 100 mm respectively or which transmits not more than 45 per cent light.
3. Minimum net packing capacity.....	16 kg of potatoes.....	As for Type W.
4. Colour.....	Greyish brown.....	Golden brown.

PART V PACKING REQUIREMENTS

General

15. In the case of Grade 1 and Grade 2—

- (a) table potatoes in the same consignment shall more or less correspond in cultivar, maturity and appearance; and
- (b) table potatoes of different grades or of different size groups shall not be packed together in the same container.

Closing of containers

- 16. (1) Type W containers shall be closed by sewing or threading with suitable tying string and not by tying.
- (2) Type Y containers shall be firmly closed with a suitable draw string and not by tying.

Mass

17. The net mass of table potatoes in Type W and U containers shall be at least 15 kilograms.

PART VI MARKING REQUIREMENTS

Labels

18. Each Type W and Y container containing table potatoes shall be supplied with a label that shall—

- (a) be of a white or buff manilla paper;
- (b) be at least 80 mm in length and 40 mm in width, and not more than 85 mm in length and 50 mm in width;
- (c) be provided with a round or longitudinal reinforced tying hole;
- (d) be unbroken, clean and neat;
- (e) have on one side a horizontal line of 0.5 mm in width passing along the length and more or less through the centre as indicated in regulation 19 (3);
- (f) on the opposite of the side mentioned in paragraph (e) have a horizontal line of at least 4 mm in width passing along the length and more or less through the centre as indicated in regulation 19 (3); and
- (g) have the particulars, prescribed in regulation 19, printed in the following colours—
 Grade 1—blue.
 Grade 2—green.

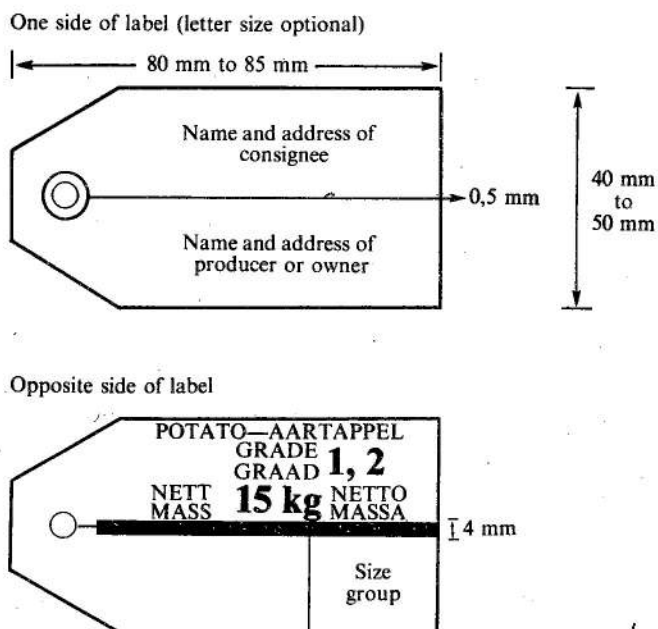
Particulars

19. (1) Type W and Y containers containing table potatoes shall be marked in clear legible block letters on the label prescribed in regulation 18 with the following particulars:

- (a) The name and address of the producer or owner;
- (b) the name and address of the consignee if applicable;
- (c) the size group name "Large", "Medium" or "Small", as the case may be, in letters of at least 5 mm in height;
- (d) the grade namely "Grade 1" or "Grade 2", as the case may be, in letters of at least 5 mm in height: Provided that the word "Grade" may be up to 2 mm smaller;
- (e) the expression "15 kg" or "15 kilograms" in letters of at least 5 mm in height; and
- (f) the word "Potatoes" in letters of at least 3 mm in height.

(2) If at any stage the grade or size designation is altered labels shall be replaced unless the new grade or size designation is stamped in red ink across the old size or grade designation in clear legible block letters of at least 2 mm larger than the previous marks with a suitable rubber stamp.

(3) Particulars shall be set out on the label prescribed in regulation 18 as follows: Provided that only one grade designation may be printed on the label:



(4) Particulars shall be printed in one or both official languages.

Attaching of labels

20. (1) Only one label shall be attached to each container.
 (2) Labels shall be firmly attached with suitable tying material through the tying hole of the label to be sewn or threaded top end of the container.
 (3) All labels shall be affixed to the containers in such a way that re-stamping is possible without opening or damaging the containers.

Prohibited particulars

21. No wording, illustration or other means of expression which constitutes a misrepresentation or which directly or by implication may create a misleading impression of the contents, shall appear on a container containing table potatoes or on a label attached thereto.

PART VII

SEED POTATOES

QUALITY REQUIREMENTS

22. (1) Seed potatoes shall be free from decay or dry rot: Provided that seed potatoes may deviate from these requirements to the extent set out in subregulation (2).

(2) Deviation (maximum percentage allowed, m/m):

- (a) Wet type of decay..... 0%
 (b) Dry rot (including dry stem end rot)..... 4%

PART VII

SIZE GROUPS

23. Seed potatoes shall be packed according to the following size groups:

- (1) Seed potatoes with a mass of at least 28 g and not more than 117 g each;
 (2) seed potatoes with a mass of at least 28 g and not more than 170 g each; or
 (3) as required by the importer.

PART IX

CONTAINERS

24. Seed potatoes shall be packed in—

(a) clean new hessian pockets manufactured from 185 g to 215 g per m² material and with a net capacity for at least 30 kg potatoes: Provided that string and not wire shall be used for the closing of pockets and provided further that pockets shall be sewn closed and not bunch tied;

(b) cartons with a net capacity for at least 15 kg potatoes with internal dimensions 247 mm (length) × 247 mm (width) × 369 mm (height) and a flap of 127 mm; or

(c) any other container approved by the Director of Inspection Services.

PART X

MARKING REQUIREMENTS

25. (1) Containers containing seed potatoes shall—

- (a) in the case of hessian pockets, be marked on a label of manilla paper which shall be affixed to the top end thereof; and
 (b) in the case of any other type of container, be marked either on the prescribed label so affixed to the exterior of the container or on the container itself with the following particulars in clear and legible block letters (in blue or black ink) at least 6 mm in height:

- (i) The name and address of the exporter;
 (ii) the word "Government Certified Seed Potatoes" or "Staatsgesertifiseerde Moere";
 (iii) the size group; and
 (iv) the cultivar of the seed potatoes.

(2) Particulars shall be printed in one or both official languages.

Prohibited particulars

26. No wording, illustration or other means of expression which constitutes a misrepresentation or which, directly or by implication, may create a misleading impression of the contents shall appear on a container containing seed potatoes or on a label attached thereto.

PART XI

DIVERSE PROVISIONS

Regulations repealed

27. The regulations published by Government Notice R. 2023 of 1 August 1969, as amended by Government Notices R. 3913 of 12 December 1969 and R. 56 of 6 January 1978, are hereby repealed.

No. R. 1751

1 September 1978

REGULASIES MET BETREKKING TOT DIE GRADERING, VERPAKKING EN MERK VAN AARTAPPELS BESTEM VIR VERKOOP IN SEKERE GEBIEDE VAN DIE REPUBLIEK VAN SUID-AFRIKA

Die Minister van Landbou het, kragtens die bevoegdheid hom verleen by artikel 89 van die Bemarkingswet, 1968 (Wet 59 van 1968), die regulasies in die Bylae hiervan uiteengesit gemaak ter vervanging van die regulasies afgekondig by Goewermentskennisgewing R. 535 van 30 Maart 1972, soos gewysig.

No. R. 1751

1 September 1978

REGULATIONS RELATING TO THE GRADING, PACKING AND MARKING OF POTATOES INTENDED FOR SALE IN CERTAIN AREAS OF THE REPUBLIC OF SOUTH AFRICA

The Minister of Agriculture has, under the powers vested in him by section 89 of the Marketing Act, 1968 (Act 59 of 1968), made the regulations set out in the Schedule hereto in substitution of the regulations published by Government Notice R. 535 of 30 March 1972, as amended.

BYLAE

INHOUD

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Woordskrywings

1. In hierdie regulasies, tensy uit die samehang anders blyk, het 'n woord of uitdrukking waaraan in die Bemarkingswet, 1968 (Wet 59 van 1968) 'n betekenis geheg is, 'n ooreenstemmende betekenis, en beteken—

“aartappels” die onverwerkte knolle van die plant *Solanum tuberosum*;

“bederf” 'n toestand van verrotting of swamontwikkeling, uitgesonderd droë stingelentverrotting, wat deels of in die geheel die kwaliteit van die aartappels nadelig beïnvloed;

“besending” 'n hoeveelheid aartappels van dieselfde cultivar en van dieselfde graad wat op 'n bepaalde tydstip afgelewer word onder dekking van dieselfde vragbrief, afleveringsbrief of ontvangsbewys, of van dieselfde voertuig, of indien so 'n hoeveelheid van dieselfde graad ingedeel is in verskillende groottegroepe, elke hoeveelheid van elk van die verskillende groottegroepe;

“Departement” die Departement van Landbou-ekonomie en -bemarking;

“die Wet” die Bemarkingswet, 1968 (Wet 59 van 1968);

“inspekteur” 'n persoon aangewys ingevolge artikel 85 van die Wet;

“misvormd” dat die fatsoen van 'n aartappel van enige cultivar, nie kenmerkend van daardie cultivar is nie;

“ongespesifiseerde gebreke” enige gebrek wat veroorsaak is deur fisiologiese of nie-fisiologiese faktore wat die gehalte van die aartappel nadelig beïnvloed;

“onverwerk” dat die aartappels nie gekook, geskil of op enige ander wyse verwerk is nie, uitgesonderd normale sorterings-, gradeerings-, verpakkings- en skoonmaakpraktjke; en

“vreemde stowwe” enige materiaal nie normaalweg in, op of tussen die aartappels teenwoordig nie, uitgesonderd grond.

DEEL I

GEHALTEVEREISTES

Grade

2. (1) Daar is vier grade aartappels, naamlik Graad 1, Graad 2, Graad 3 en Ondergraad.

(2) *Spesifikasies*.—Die in subregulasie (1) genoemde grade moet aan die volgende spesifikasies voldoen:

Gehaltesfaktor	Graad 1	Graad 2	Graad 3	Ondergraad
(a) Gespesifiseerde gebreke:				
(i) Bederf.....	Geen.....	Geen.....	Geen.....	*
(ii) Insekbesmetting en -beskadiging.....	Geen.....	Feitlik vry.....	Taamlik vry.....	*
(iii) Kouebeskadiging.....	Geen.....	Geen.....	Feitlik vry.....	*
(iv) Hittebeskadiging.....	Geen.....	Feitlik vry.....	Taamlik vry.....	*
(v) Beskadiging deur ander plante.....	Geen.....	Feitlik vry.....	Taamlik vry.....	*
(vi) Holhart.....	Geen.....	Geen.....	Feitlik vry.....	*
(vii) Droë stingelentverrotting.....	Geen.....	Geen.....	Feitlik vry.....	*
(viii) Bruinvlek.....	Geen.....	Feitlik vry.....	Taamlik vry.....	*
(ix) Waterigheid.....	Geen.....	Feitlik vry.....	Taamlik vry.....	*
(x) Verleptheid.....	Geen.....	Feitlik vry.....	Slegs verleptheid wat nie die voorkoms ernstig benadeel nie, is toelaatbaar	*
(xi) Uitloopsels.....	Feitlik vry.....	Taamlik vry.....	Redelik vry.....	*
(xii) Vergroening.....	Geen.....	Geen.....	Geen: Met dien verstande dat 'n effense ligte groen skynsel toelaatbaar is	*
(xiii) Voorkoms.....	Goed.....	Goed.....	Redelik goed.....	*
(xiv) Misvormd.....	Geen.....	Mag effens misvormd wees	*	*
(xv) Vreemde stowwe.....	Geen.....	Geen.....	Geen.....	*
(xvi) Meganiese beskadiging.....	Geen.....	Feitlik vry.....	Taamlik vry.....	*
(xvii) Grond.....	Feitlik vry.....	Taamlik vry.....	Redelik vry.....	*
(b) Ongespesifiseerde gebreke.....	Geen.....	Feitlik vry.....	Taamlik vry.....	*
(c) Groottegroep:	<i>Minimum massa</i> g	<i>Maksimum massa</i> g	Soos vir Graad 1.....	*
(i) Groot.....	200	—		
(ii) Medium.....	55	250		
(iii) Klein.....	20	85		

* Geen spesifikasie.

— Nie van toepassing nie.

(3) *Afwykinge (maksimum persentasie toegelaat, m/m)*.—Die in subregulasie (1) bedoelde grade mag tot die mate hieronder uiteengesit afwyk van die in subregulasie (2) voorgeskrewe spesifikasies:

Gehaltesfaktor	Graad 1	Graad 2	Graad 3
(a) Bederf: Met dien verstande dat nie meer as 4 persent, van die res van die aartappels in die houer deur bederfde knolle nat of besmeer is nie.....	2	4	6
(b) Bederf: Met dien verstande dat indien meer as 4 persent van die res van die aartappels in die houer deur bederfde knolle nat of besmeer is.....	1	2	3
(c) Nat of besmeer deur bederfde knolle.....	5	10	15
(d) Misvormd.....	10	15	—
(e) Uitwendige kwaliteitsgebreke met inbegrip van (a), (b) en (c) maar uitgesonderd die in paragraaf (d) genoem: Met dien verstande dat sodanige afwykings individueel binne die perke soos hierbo gespesifiseer is.....	5	10	15
(f) Inwendige kwaliteitsgebreke uitgesonderd die in paragrafe (a) en (b) genoem.....	4	8	12
(g) Afwykings in paragrafe (e) en (f) gesamentlik: Met dien verstande dat sodanige afwykings individueel binne die perke soos hierbo gespesifiseer is.....	8	12	20
(h) Groottegroepafwykings—			
(i) te klein.....	10	15	—
(ii) te groot.....	10	15	—
(iii) te klein en te groot gesamenlik.....	15	20	—

— Nie van toepassing nie.

DEEL II

HOUERS

3. Aartappels moet in houters verpak wees wat—

(a) heel, skoon, geskik en sterk genoeg vir die verpakking en normale hantering van aartappels is;

(b) nie 'n smaak of reuk aan die aartappels oordra nie; en

(c) bestaan uit Tipe W, X, Y of Z houters.

Spesifikasies

4. Behoudens die bepalings van regulasie 3 is die spesifikasies vir die onderskeie tipes houers soos volg:

Houerfaktor	Tipe W sakkie	Tipe X sakkie	Tipe Y sakkie	Tipe Z houder
(1) Binne-afmetings:				
(a) Lengte.....	685 mm.....	890 mm.....	750 mm.....	*
(b) Breedte.....	368 mm.....	285 mm.....	335 mm.....	
(c) Insetsel.....	—	80 mm.....	—	*
(2) Materiaal.....	Goiing wat 'n massa van minstens 185 g en hoogstens 215 g per m ² het en wat onderskeidelik minstens 38 skeringsdrade en 24 inslagdrade per 100 mm het	Papier: Met dien verstande dat die sakkie volgens S.A.S. en H. spesifikasie C.P. 2/8 of die byvoegsel van S.A.B.S. spesifikasie 694-19 vervaardig is	Gebreide poliëtileen wat 'n massa van minstens 90 g en hoogstens 110 g per m ² het en wat onderskeidelik minstens 25 skeringsdrade en 52 inslagdrade per 100 mm het of wat hoogstens 45 persent lig deurlaat	
(3) Minimum netto verpakings kapasiteit	16 kg aartappels.....	Soos vir Tipe W.....	Soos vir Tipe W.....	*
(4) Maksimum netto verpakings kapasiteit	—	—	—	5,5 kg aartappels.
(5) Kleur.....	Vaalbruin.....	Vaalbruin.....	Goudbruin.....	*

* Geen spesifikasie.

— Nie van toepassing nie.

DEEL III

VERPAKKINGSVEREISTES

Algemeen

5. (1) In die geval van Graad 1 en Graad 2 moet—

- aartappels in dieselfde besending min of meer in cultivar, grootte en gehalte ooreenstem;
- aartappels van verskillende grade of van verskillende groottegroepe nie saam in dieselfde houer verpak wees nie; en
- aartappels wat in dieselfde houer verpak is, min of meer in ryphed, cultivar en voorkoms ooreenstem.

(2) In die geval Graad 1, Graad 2 en Graad 3 moet die kwaliteit van die aartappels bo in die houer in ooreenstemming wees met dié van die res van die aartappels in die houer.

Toemaak van houers

- (1) Tipe W houers moet met 'n geskikte bindlyn toegewerk of toegeryg wees en nie toegebund wees nie.
- (2) Tipe X houers moet minstens 100 mm vanaf die bek van die sak kromgebund wees (op die horisontale lyn wat deur die sakvervaardiger aangedui word) met 'n draadstrop, waarvan die minimum deursnee 1,25 mm is en wat spesiaal vir hierdie doel vervaardig is.
- (3) Tipe Y houers moet stewig met 'n geskikte toetreklyn toegemaak word en nie toegebund wees nie.
- (4) Tipe Z houers mag op enige geskikte wyse toegemaak word.

Massa

7. Die netto massa van aartappels in die verskillende houers moet soos volg wees:

Tipe houder	Netto massa
W, X en Y.....	Minstens 15 kg.
Z.....	Hoogstens 5 kg.

DEEL IV

MERKVEREISTES

Etiket

8. (1) Elke Tipe W, X en Y houder wat aartappels bevat moet van 'n etiket voorsien wees—

- wat van wit of vaal manillapapier vervaardig is;
- wat minstens 80 mm in lengte en 40 mm in breedte en nie meer as 85 mm in lengte en 50 mm in breedte is nie;
- wat van 'n ronde of langwerpige versterkte vasbindgaatjie voorsien is;
- wat heel, skoon en netjies is;
- wat aan die een kant 'n horisontale lyn van 0,5 mm in breedte moet hê wat oor die lengte en min of meer in die middel van die etiket aangebring is, soos in regulasie 9 (4) aangedui;
- wat aan die teenoorgestelde kant van die in paragraaf (e) bedoelde kant, 'n horisontale lyn van minstens 4 mm in breedte moet hê, wat oor die lengte en min of meer in die middel van die etiket aangebring is, soos in regulasie 9 (4) aangedui; en
- waarop die in regulasie 9 voorgeskrewe besonderhede, met die volgende kleure, gedruk is—

Graad 1—blou;

Graad 2—groen;

Graad 3—rooi;

Ondergraad—swart: Met dien verstande dat name en adresse in blou of swart gedruk mag wees.

(2) In die geval van Tipe X houers moet etikette weggelaat word indien 'n vorm soos in regulasie 9 (5) voorgeskryf, op die houer gedruk en met die besonderhede soos in regulasie 9 (1) voorgeskryf, voltooï is.

Besonderhede

9. (1) Tipe W, X en Y houers wat aartappels bevat moet in duidelike leesbare blokletters op 'n etiket of vorm soos in regulasie 8 voorgeskryf, met die volgende besonderhede gemerk wees—

- die naam en adres van die produsent of eienaar;
- die naam en adres van die geadresseerde indien van toepassing;
- in die geval van Graad 1 en Graad 2 die groottegroep naamlik "Groot", "Medium" of "Klein", na gelang van die geval, met letters minstens 5 mm hoog;
- die graad naamlik "Graad 1", "Graad 2", "Graad 3" of "Ondergraad", na gelang van die geval, met letters minstens 5 mm hoog; Met dien verstande dat die woord "Graad" hoogstens 2 mm kleiner mag wees;
- die uitdrukking "15 kg" of "15 kilogram" met letters minstens 5 mm hoog; en
- die woord "Aartappels" met letters minstens 3 mm hoog.

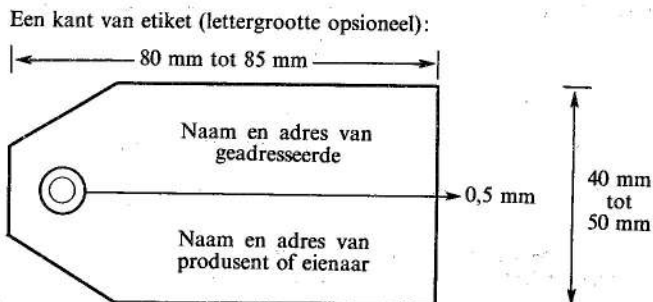
(2) Tipe Z houers wat aartappels bevat moet in duidelike leesbare blokletters van minstens 3 mm hoog of op die houer of op 'n etiket daaraan vasgeheg, met die volgende gegewens gemerk wees—

- (a) die naam en adres van die produsent of eienaar van die aartappels;
- (b) die graad van die aartappels naamlik "Graad 1", "Graad 2", "Graad 3" of "Ondergraad", na gelang van die geval;
- (c) in die geval van Graad 1 en Graad 2, die groottegroep van die aartappels naamlik "Groot", "Medium" of "Klein", na gelang van die geval; en

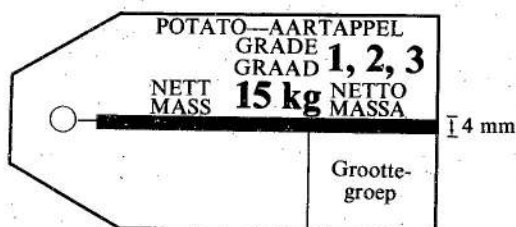
(d) die netto massa van die inhoud: Met dien verstande dat indien Tipe Z houers wat aartappels bevat in Tipe W, X of Y of enige ander groot houer verpak word, elke sodanige Tipe Z houer aldus met die voorgeskrewe gegewens gemerk moet wees en daar op die groot houer ook die aantal Z houers daarin, aangedui moet word.

(3) Indien die graad- of groottebenaming op enige stadium sou verander, moet die etikette vervang word tensy die nuwe grootte- of graadbenaming in duidelike leesbare blokletters van minstens 2 mm groter as die vorige merke dwarsoor die ou grootte- of graadbenaming in rooi ink met 'n geskikte rubberstempel gestempel word.

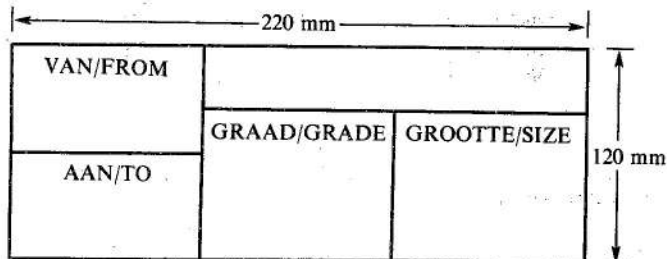
(4) Besonderhede moet soos volg op die etikette in regulasie 8 voorgeskryf uiteengesit wees: Met dien verstande dat slegs een graad benaming op die etiket gedruk mag wees:



Teenoorgestelde kant van etiket



(5) Die vorm, in regulasie 8 voorgeskryf, moet aan die volgende spesifikasies voldoen:



(6) *Plasing van vorms op houer.*—Alle vorms moet aan die onderent van die sakkie, nie meer as 50 mm van die stiksel af nie, gedruk word.

(7) Besonderhede moet in een of albei amptelike tale gedruk wees.

Aanhegting van etikette

10. (1) Slegs een etiket moet aan elke houer vasgeheg word.

(2) In die geval van Tipe W en Y houers moet etikette met geskikte bindmateriaal deur die vasbindgaatjie van die etiket aan die toegewerkte of toegerygde bo-ent van die houer stewig vasgeheg wees.

(3) In die geval van Tipe X houers moet etikette met geskikte bindmateriaal deur die vasbindgaatjie van die etiket aan die lus van die binddraad van die houer vasgeheg wees: Met dien verstande dat indien die etikette van 'n langwerpige versterkte vasbindgaatjie voorsien is, dit oor die draadlus gedruk mag wees. Die inbind van etikette onder die draad is nie toelaatbaar nie.

(4) Alle etikette moet op so 'n wyse aan die houers vasgeheg wees dat oorstempelings moontlik is sonder om die houers oop te maak of te beskadig.

Uitstalling van los hoeveelhede aartappels

11. Wanneer aartappels in houers anders as in Tipe W, X, Y of Z houers vir verkoop uitgestal word—

(a) mag 'n hoeveelheid van 'n bepaalde graad of bepaalde groottegroep nie deurmekaar met aartappels van 'n ander graad of groottegroep aldus uitgestal word nie; en

(b) moet die graad, en in die geval van Graad 1 en Graad 2 ook die groottegroep van so 'n hoeveelheid aartappels, in duidelike leesbare blokletters van minstens 10 mm hoog aangedui word op 'n kennisgewingbord wat opvallend by die betrokke hoeveelheid aartappels geplaas is.

Verbode besonderhede

12. Geen bewoording, illustrasie of ander metode van begripsuitdrukking wat 'n wanvoorstelling behels of wat regstreeks of by implikasie, 'n misleidende indruk van die inhoud kan skep, mag op 'n houer wat aartappels bevat of op 'n etiket daaraan geheg of op 'n in regulasie 11 (b) beoogde kennisgewingbord, verskyn nie.

DEEL V INSPEKSIEMETODES

Monsterneming

13. 'n Inspekteur moet 'n aantal houers vir inspeksiedoeleindes op 'n ewekansige wyse onttrek en homself tevrede stel dat die houers aldus onttrek, verteenwoordigend van die betrokke besending is. Elke houer wat op so 'n wyse onttrek is, moet afsonderlik geïnspekteer word.

Toepassing van resultate

14. 'n Besending aartappels moet deur 'n inspekteur goedgekeur of na 'n laer graad afgemerk word op grond van die gemiddelde inspeksieresultate wat verkry is tydens inspeksie van die houers onttrek soos in regulasie 13 voorgeskryf.

Monsterneming vir inwendige gehalte

15. Indien aartappels vir inwendige gehalte geïnspekteer word, moet die inspekteur—

- (a) uit elke houer volgens regulasie 13 onttrek, 'n ewekansige monster van 3 kg aartappels onttrek; en
- (b) uit elke in subparagraaf (a) voorgeskrewe 3 kg monster ongeveer, maar nie meer nie as 750 g aartappels, wat na sy mening, van die swakste inwendige gehalte is, uitsoek en sny. Die massa van die gesnyde aartappels wat nie aan die vereistes van die besondere graad voldoen nie, in verhouding tot die totale massa van die 3 kg monster, moet dan op 'n persentasie-basis bepaal word.

DEEL VI ALGEMEEN

Doel van regulasies

16. Hierdie regulasies is gemaak vir die doel van die verbod wat kragtens artikel 84 van die Wet op die verkoop van aartappels in sekere gebiede opgelê is.

Inspeksie

17. (1) 'n Inspekteur mag in enige besending aartappels soveel houers onttrek en oopmaak en die inhoud daarvan inspekteer en monsters van sodanige inhoud neem, vir die doel van verdere ondersoek en ontledings, as wat hy nodig mag ag.

(2) 'n Inspekteur se bevinding met betrekking tot die houers deur hom oopgemaak uit hoofde van die bepalings van subregulasie (1) en die inhoud van sodanige houers, sal as 'n beslissing ten opsigte van die hele besending waaruit sodanige houers onttrek is, geld.

Appel

18. (1) Iemand wat hom deur enige beslissing of optrede van 'n inspekteur veronreg ag, mag appel aanteken teen sodanige beslissing of optrede deur binne 24 uur nadat hy van daardie beslissing of optrede in kennis gestel is, 'n kennisgewing van appel by 'n inspekteur in te dien en binne genoemde tydperk by die inspekteur of by enige kantoor van die Afdeling Inspeksiedienste van die Departement, 'n deposito van R15 te deponeer: Met dien verstande dat 'n afsonderlike deposito gestort moet word ten opsigte van elke afsonderlike besending en met dien verstande verder dat indien die kennisgewing van appel en die deposito nie binne die voorgeskrewe tydperk van 24 uur ingehandig en gedeponeer word nie, die appellant sy reg van appel ingevolge hierdie regulasie verbeur.

(2) 'n Inspekteur mag aan aartappels ten opsigte waarvan 'n appel aangeteken is, of aan die houers daarvan, enige merk of merke aanbring wat hy vir uitkenningdoeleindes nodig mag ag en sodanige besending aartappels mag nie sonder sy toestemming van die plek waar dit geïnspekteer of opgeberg is, verwyder word nie.

(3) Die Sekretaris van die Departement of 'n beampte van die Departement deur hom benoem, moet 'n persoon of persone aanwys deur wie oor so 'n appel beslis moet word, binne 72 uur (uitgesonderd Sondae en openbare vakansiedae) na indiening daarvan en die beslissing van die aldus aangewese persone sal afdoende wees.

(4) Die aldus aangewese persoon of persone moet die appellant of sy verteenwoordiger minstens twee uur kennis gee van die tyd en plek bepaal vir die verhoor van die appel, en mag, nadat die betrokke aartappels vertoon en uitgeken is en alle belanghebbendes aangehoor is, alle persone (met inbegrip van die appellant, sy agent en die inspekteur) gelas om die plek waar die appel oorweeg word, te verlaat.

(5) (a) Indien 'n appel gehandhaaf word, word die bedrag wat ten opsigte daarvan gedeponeer is aan die appellant terugbetaal.

(b) Indien 'n appel van die hand gewys word, of as die aartappels waarop dit betrekking het, nie op die tyd en plek, soos bepaal deur die persoon of persone wat aangewys is om oor die appel te beslis, vertoon word nie, sal die bedrag wat ten opsigte daarvan gedeponeer is verbeur word.

Herroeping van regulasies

19. Die regulasies afgekondig by Goewermentskennisgewing R. 535 van 30 Maart 1972, soos gewysig deur Goewermentskennisgewing R. 1762 van 19 September 1975 word hierby herroep.

SCHEDULE

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Definitions

1. In these regulations, unless inconsistent with the context, a word or expression to which a meaning has been assigned in the Marketing Act, 1968 (Act 59 of 1968), shall have a corresponding meaning and—

"consignment" means a quantity of potatoes of the same cultivar and of the same grade delivered at any one time under cover of the same consignment note, delivery note or receipt note, or from the same vehicle, or if such quantity of the same grade is subdivided into different size groups, each quantity of each of the different size groups;

"decay" means a state of decomposition or fungus development except dry stem-end rot, partly or completely affecting the quality of the potato detrimentally;

"Department" means the Department of Agricultural Economics and Marketing;

"foreign matter" means any material not normally present in, on or between the potatoes with the exception of soil;

"inspector" means a person designated in terms of section 85 of the Act;

"malformed" means the shape of a potato of any cultivar is not typical of that cultivar;

"potatoes" means the unprocessed tubers of the plant *Solanum tuberosum*;

"the Act" means the Marketing Act, 1968 (Act 59 of 1968);

"unprocessed" means that the potatoes have not been cooked, peeled or processed in any other way, excluding normal sorting, grading, packing or cleaning practices; and

"unspecified defects" means any defect caused by physiological or non physiological factors affecting the quality of the potato detrimentally.

PART I**QUALITY REQUIREMENTS****Grades**

2. (1) There shall be four grades of potatoes, namely Grade 1, Grade 2, Grade 3 and Undergrade.

(2) *Specifications.*—The grades mentioned in subregulation (1) shall comply with the following specifications:

Quality factor	Grade 1	Grade 2	Grade 3	Undergrade
(a) Specified defects				
(i) Decay.....	None.....	None.....	None.....	*
(ii) Insect infestation and insect damage	None.....	Practically free.....	Fairly free.....	*
(iii) Cold damage.....	None.....	None.....	Practically free.....	*
(iv) Heat damage.....	None.....	Practically free.....	Fairly free.....	*
(v) Damage by other plants.....	None.....	Practically free.....	Fairly free.....	*
(vi) Hollow heart.....	None.....	None.....	Practically free.....	*
(vii) Dry stem-end rot.....	None.....	None.....	Practically free.....	*
(viii) Brown fleck.....	None.....	Practically free.....	Fairly free.....	*
(ix) Watery.....	None.....	Practically free.....	Fairly free.....	*
(x) Wilt.....	None.....	Practically free.....	Only wilt not seriously affecting the appearance detrimentally, is allowable	*
(xi) Sprouts.....	Practically free.....	Fairly free.....	Reasonably free.....	*
(xii) Greening.....	None.....	None.....	None: Provided that a slight shade of light green is allowable	*
(xiii) Appearance.....	Good.....	Good.....	Reasonably good.....	*
(xiv) Malformation.....	None.....	May be slightly malformed	*	*
(xv) Foreign matter.....	None.....	None.....	None.....	*
(xvi) Mechanical damage.....	None.....	Practically free.....	Fairly free.....	*
(xvii) Soil.....	Practically free.....	Fairly free.....	Reasonably free.....	*
(b) Unspecified defects.....	None.....	Practically free.....	Fairly free.....	*
(c) Size groups	Minimum mass g	Maximum mass g	As for Grade 1.....	*
(i) Large.....	200	—		
(ii) Medium.....	55	250		
(iii) Small.....	20	85		

* No specification.

— Not applicable.

(3) *Deviations (maximum percentage allowed, m/m).*—The grades mentioned in subregulation (1) may deviate from the specifications prescribed in subregulation (2) to the extent set out hereunder:

Quality factor	Grade 1	Grade 2	Grade 3
(a) Decay: Provided that not more than 4 per cent of the remainder of the potatoes in the container are wet or soiled by decayed tubers.....	2	4	6
(b) Decay: Provided that if more than 4 per cent of the remainder of the potatoes in the container are wet or soiled by decayed tubers.....	1	2	3
(c) Wet or soiled by decayed tubers.....	5	10	15
(d) Malformed.....	10	15	—
(e) External quality defects including those mentioned in paragraphs (a), (b) and (c) but with the exception of those mentioned in paragraph (d): Provided that such deviations are individually within the limits as specified above.....	5	10	15
(f) Internal quality defects excluding those mentioned in paragraphs (a) and (b).....	4	8	12
(g) Deviations in paragraphs (e) and (f) collectively: Provided that such deviations are individually within the limits as specified above.....	8	12	20
(h) Size group deviations—			
(i) too small.....	10	15	—
(ii) too large.....	10	15	—
(iii) too small and too large collectively.....	15	20	—

— Not applicable.

PART II

CONTAINERS

3. Potatoes shall be packed in containers which—

- (a) are unbroken, clean, suitable and strong enough for the packing and normal handling of potatoes;
- (b) shall not impart a taste or odour to the potatoes; and
- (c) consist of Type W, X, Y or Z containers.

Specification

4. Subject to the provisions of regulation 3 the specifications for the different types of containers shall be as follows:

Container factor	Type W pocket	Type X pocket	Type Y pocket	Type Z container
(1) Internal dimensions:				
(a) Length.....	685 mm.....	890 mm.....	750 mm.....	*
(b) Width.....	368 mm.....	285 mm.....	335 mm.....	
(c) Gusset.....	—	80 mm.....	—	*
(2) Material.....	Hessian with a mass of at least 185 g and not more than 215 g per m ² with at least 38 warp threads and 24 weft threads per 100 mm respectively	Paper: Provided that the pocket is manufactured according to S.A.R. and H. specification C.P. 2/8 or the annexure of S.A.B.S. specification 694-19	Knitted polyethylene with a mass of at least 90 g and not more than 110 g per m ² with at least 25 warp threads and 52 weft threads per 100 mm respectively or which transmits not more than 45 per cent light	
(3) Minimum net packing capacity	16 kg of potatoes.....	As for Type W.....	As for Type W.....	*
(4) Maximum net packing capacity	—	—	—	5,5 kg of potatoes.
(5) Colour.....	Greyish brown.....	Greyish brown.....	Golden brown.....	

* No specification.

— Not applicable.

PART III

PACKING REQUIREMENTS

General

5. (1) In the case of Grade 1 and Grade 2—

- (a) potatoes in the same consignment shall more or less correspond in cultivar, size and quality;
- (b) potatoes of different grades or of different size groups shall not be packed together in the same container; and
- (c) potatoes packed in the same container, shall more or less correspond in ripeness, cultivar and appearance.

(2) In the case of Grade 1, Grade 2 and Grade 3, the quality of the potatoes at the top of the container shall correspond with that of the rest of the potatoes in the container.

Closing of containers

6. (1) Type W containers shall be closed by sewing or threading with suitable tying string and not by tying.
- (2) Type X containers shall be closed by bunch tying, not less than 100 mm from the top opening of the pocket (on a horizontal line indicated by the pocket manufacturer) with a wire tie of which the minimum diameter is 1,25 mm and which is specially manufactured for this purpose.
- (3) Type Y containers shall be firmly closed with a suitable draw string and not by tying.
- (4) Type Z containers may be closed in any suitable manner.

Mass

7. The net mass of potatoes in the various containers shall be as follows:

Type of container	Nett mass
W, X and Y.....	At least 15 kg.
Z.....	Not more than 5 kg.

PART IV

MARKING REQUIREMENTS

Labels

8. (1) Each Type W, X and Y container containing potatoes shall be supplied with a label that shall—

- (a) be of a white or buff manilla paper;
- (b) be at least 80 mm in length and 40 mm in width and not more than 85 mm in length and 50 mm in width;
- (c) be provided with a round or longitudinal reinforced tying hole;
- (d) be unbroken, clean and neat;
- (e) have on the one side a horizontal line of 0,5 mm in width passing along the length and more or less through the centre as indicated in regulation 9 (4);
- (f) on the opposite of the side mentioned in paragraph (e), have a horizontal line of at least 4 mm in width passing along the length and more or less through the centre as indicated in regulation 9 (4); and
- (g) have the particulars, prescribed in regulation 9 printed in the following colours—

Grade 1—blue;
 Grade 2—green;
 Grade 3—red;
 Undergrade—black: Provided that names and addresses may be printed in blue or black.

(2) Labels shall be omitted in the case of Type X containers if a form is printed on the container as prescribed in regulation 9 (5) and completed as prescribed in regulation 9 (1).

Particulars

9. (1) Type W, X and Y containers containing potatoes shall be marked in clear, legible block letters on the label or form prescribed in regulation 8 with the following particulars:

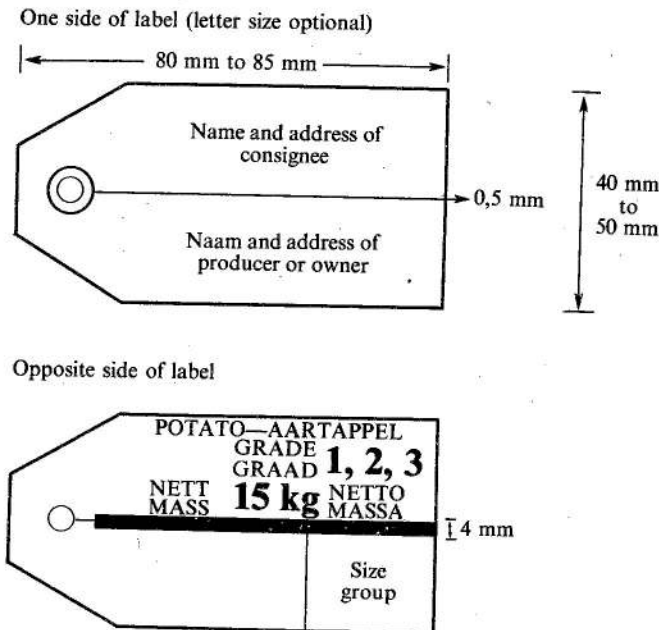
- (a) the name and address of the producer or owner;
- (b) the name and address of the consignee if applicable;
- (c) in the case of Grade 1 and Grade 2 the size group namely "Large", "Medium" or "Small", as the case may be, in letters of at least 5 mm in height: Provided that the word "Grade" may be up to 2 mm smaller;
- (d) the grade namely "Grade 1", "Grade 2", "Grade 3" or "Undergrade", as the case may be, in letters of at least 5 mm in height;
- (e) the expression "15 kg" or "15 kilograms" in letters of at least 5 mm in height; and
- (f) the word "Potatoes" in letters of at least 3 mm in height.

(2) Type Z containers containing potatoes shall be marked in clear legible block letters of at least 3 mm in height either on the container itself or on a label attached thereto, with the following particulars—

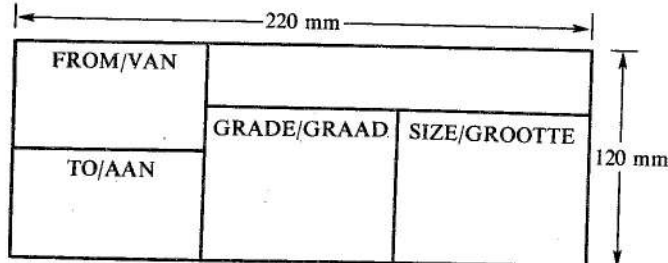
- (a) the name and address of the producer or owner or the potatoes;
- (b) the grade of the potatoes namely "Grade 1", "Grade 2", "Grade 3" or "Undergrade", as the case may be;
- (c) in the case of Grade 1 and Grade 2, the size group of the potatoes namely "Large", "Medium" or "Small", as the case may be; and
- (d) the net mass of the contents: Provided that if Type Z containers containing potatoes are packed in Type W, X, Y or any other large container, each such Type Z container shall be marked with the prescribed particulars and the number of Z containers a large container contains shall be indicated thereon.

(3) If at any stage the grade or size designation should change the labels shall be replaced unless the new grade or size designation is stamped in red ink across the old size or grade designation in clear legible block letters of at least 2 mm larger than the previous marks with a suitable rubber stamp.

(4) Particulars shall be set out, on the labels prescribed in regulation 8, as follows: Provided that only one grade designation may be printed on the label:



(5) The form prescribed in regulation 8 shall comply with the following specifications:



(6) *Placing of forms on container.*—All forms shall be printed at the bottom-end of the pocket not more than 50 mm from the stitching.

(7) Particulars shall be printed in one or both official languages.

Attaching of labels

10. (1) Only one label shall be attached to each container.

(2) In the case of Type W and Y containers the labels shall be firmly attached with suitable tying material through the tying hole of the label to the sewn or threaded top end of the container.

(3) In the case of Type X containers the labels shall be tied with suitable tying material through the tying hole of the label to the loop of the wire tie of the container: Provided that if the labels are provided with a longitudinal reinforced tying hole, it may be pushed over the eyes of the wire tie. The tying of labels under the wire tie shall not be allowed.

(4) All labels shall be affixed to the containers in such a way that re-stamping is possible without opening or damaging the containers.

Display of loose quantities of potatoes

11. Whenever potatoes are displayed for sale other than in containers—

(a) any quantity of a particular grade or a particular size group shall not be so displayed mixed with potatoes of any other grade or size group; and

(b) the grade, and in the case of Grade 1 and Grade 2 also the size group of such quantity of potatoes, shall be indicated in clear legible block letters of at least 10 mm in height on a notice board prominently placed at such a quantity of potatoes.

Prohibited particulars

12. No wording, illustration or other means of expression which constitutes a misrepresentation or which directly or by implication may create a misleading impression of the contents, shall appear on a container containing potatoes or on a label attached thereto or on a notice board contemplated in regulation 11 (b).

PART V

INSPECTION METHODS

Sampling

13. An inspector shall abstract at random for inspection purposes a number of containers and satisfy himself that the containers so abstracted are representative of the consignment concerned. Each container abstracted in this manner shall be inspected separately.

Application of results

14. A consignment of potatoes shall be passed or degraded to a lower grade by an inspector by virtue of the average inspection results obtained from the inspection of the containers abstracted as prescribed in regulation 13.

Sampling for internal quality

15. If potatoes are inspected for internal quality, the inspector shall—

(a) abstract a random 3 kg sample of potatoes from every container abstracted in accordance with regulation 13; and

(b) from every 3 kg sample prescribed in subparagraph (a) select and cut approximately, but not more than 750 g of the potatoes that have, in his opinion, the poorest internal quality. The mass of the cut potatoes which do not comply with the requirements of the grade concerned, in proportion to the total mass of the 3 kg sample, shall then be determined on a percentage basis.

PART VI

GENERAL

Purpose of regulations

16. These regulations have been made for the purpose of the prohibition of the sale of potatoes in certain areas imposed under section 84 of the Act.

Inspection

17. (1) An inspector may in any consignment of potatoes, abstract and open as many containers and examine the contents thereof and remove samples of such contents, for the purpose of further examination or analysis, as he may deem necessary.

(2) An inspector's finding in regard to the containers opened by him by virtue of the provisions of subregulation (1) and the contents of such containers, shall apply as a finding in respect of the whole consignment from which such containers were abstracted.

Appeal

18. (1) Any person who feels aggrieved as a result of any decision or action taken by an inspector, may appeal against such decision or action by submitting a notice of appeal to an inspector within 24 hours after he has been notified of that decision or action, and depositing within the said period with such inspector or at any office of the Division of Inspection Services of the Department, a deposit of R15: Provided that a separate deposit shall be deposited in respect of each separate consignment and provided further that if the notice of appeal and deposit are not submitted and deposited within the prescribed period of 24 hours, the appellant shall lose his right of appeal in terms of this regulation.

(2) An inspector may apply to potatoes in respect of which an appeal has been lodged, or to the containers thereof, any mark or marks which he may deem necessary for identification purposes and such consignment of potatoes shall not, without his consent, be removed from the place where it was inspected or where it is stored.

(3) The Secretary of the Department or an officer of the Department nominated by him, shall designate a person or persons who shall decide such an appeal within 72 hours (excluding Sundays and public holidays) after it was lodged, and the decision of the person or persons so designated shall be final.

(4) The person or persons so designated, shall give the appellant or his representative at least two hours notice of the time and place determined for the hearing of the appeal, and may, after the potatoes concerned have been produced and identified and all the interested parties have been heard, instruct all persons (including the appellant, his representative and the inspector), to leave the place where the appeal is being considered.

(5) (a) If an appeal is upheld, the amount deposited in respect thereof, shall be refunded to the appellant.

(b) If an appeal is dismissed or if the potatoes to which it relates are not produced at the time and place determined by the person or persons designated to decide the appeal, the amount deposited in respect thereof shall be forfeited.

Regulations repealed

19. The regulations published by Government Notice R. 535 of 30 March 1972, as amended by Government Notice R. 1762 of 19 September 1975 are hereby repealed.

No. R. 1771

1 September 1978

REGULASIES MET BETREKKING TOT DIE GRADERING EN MERK VAN MIELIEPRODUKTE BESTEM VIR VERKOOP IN DIE REPUBLIEK.—WYSIGING

Die Minister van Landbou het, kragtens die bevoegdheid hom verleen by artikel 89 van die Bemarkingswet, 1968 (Wet 59 van 1968), die regulasies in die Bylae hiervan uiteengesit, gemaak.

BYLAE

1. In hierdie Bylae beteken "regulasies" die regulasies afgekondig by Goewermentskennisgewing R. 515 van 26 Maart 1976.

2. Regulasie 1 van die regulasies word hierby gewysig deur die invoeging van die volgende woordomskrywing na die woordomskrywing van "mielieprodukt":

"nywerheidsgraad mielieprodukt" 'n mielieprodukt wat nie voldoen aan die vereistes van enigeen van die grade van mielieprodukte in regulasie 4 uiteengesit nie en wat vir industriële verwerking bestem is;"

3. Regulasie 4 word hierby deur die volgende regulasie vervang:

"4. (1) Daar is 17 grade mielieprodukte waarvan die benamings en vereistes in subregulasie (2) voorgeskryf is.

(2) Die benamings van die in subregulasie (1) ingestelde grade en die vereistes waaraan dit moet voldoen is soos volg:

No. R. 1771

1 September 1978

REGULATIONS RELATING TO THE GRADING AND MARKING OF MAIZE PRODUCTS INTENDED FOR SALE IN THE REPUBLIC.—AMENDMENT

The Minister of Agriculture has, under the powers vested in him by section 89 of the Marketing Act, 1968 (Act 59 of 1968), made the regulations set out in the Schedule hereto.

SCHEDULE

1. In this Schedule "regulations" means the regulations published by Government Notice R. 515 of 26 March 1976.

2. Regulation 1 of the regulations is hereby amended by the insertion of the following definition after the definition of "bulk probe":

"'industrial grade maize product' means a maize product which does not comply with the requirements of any of the grades of maize products laid down in regulation 4 and is intended for industrial processing;"

3. The following regulation is hereby substituted for regulation 4:

"4. (1) There are 17 grades of maize products of which the designations and requirements are prescribed in sub-regulation (2).

(2) The designations of the grades established by sub-regulation (1) and the requirements to which they shall conform are as follows:

Graadbenaming	Vetinhoud volgens massa (op 'n vogvrye basis) (persent)	Veselinhoud volgens massa (op 'n vogvrye basis) (persent)	Fynheid
Stampmielies.....	Maksimum 1,0.....	Maksimum 0,8.....	Hoogstens vyf persent (m/m) mag heel graan wees en hoogstens vyf persent (m/m) mag deur die 2,5 mm-sif gaan.
Mielierys.....	Maksimum 1,5.....	Maksimum 0,8.....	Minstens 90 persent (m/m) moet deur die 4 mm-sif en hoogstens vyf persent (m/m) deur die 1,12 mm-sif gaan.
Mieliegruis.....	Maksimum 1,5.....	Maksimum 0,8.....	Minstens 90 persent (m/m) moet deur die 2 mm-sif en hoogstens vyf persent (m/m) deur die 0,8 mm-sif gaan.
Mieliemeelblom.....	Minder as 2,2.....	Maksimum 0,8.....	Minstens 90 persent (m/m) moet deur die 0,315 mm-sif gaan.
Supermieliemeel.....	Minder as 2,2.....	Maksimum 0,8.....	Minstens 90 persent (m/m) moet deur die 0,5 mm-sif en hoogstens 60 persent (m/m) deur die 0,315 mm-sif gaan.
Spesiale meliemeel.....	Minder as 3,2 (minimum 2,2)	Maksimum 1,4.....	Minstens 90 persent (m/m) moet deur die 1,4 mm-sif gaan.
Gesifte meliemeel.....	Minimum 3,2.....	Maksimum 1,4.....	Minstens 90 persent (m/m) moet deur die 1,4 mm-sif gaan.
Ongesifte meliemeel.....	Minimum 3,7.....	Meer as 1,4 (maksimum 2,5)	Minstens 90 persent (m/m) moet deur die 1,4 mm-sif gaan.
No. 1 volmieliemeel.....	Minimum 3,7.....	Minimum 1,8 (Maksimum 2,5)	Minstens 90 persent (m/m) moet deur die 2,5 mm-sif gaan.
No. 2 volmieliemeel.....	Minimum 3,7.....	Meer as 2,5 (Maksimum 6,5)	Minstens 90 persent (m/m) moet deur die 2,5 mm-sif gaan.
Ongesifte gebreekte mielies....	Minimum 3,2.....	Maksimum 2,5.....	Hoogstens vyf persent (m/m) mag heel graan wees en hoogstens 40 persent (m/m) mag deur die 2,5 mm-sif gaan.
Gesifte gebreekte mielies.....	Minimum 1,5.....	Maksimum 2,0.....	Hoogstens vyf persent (m/m) mag heel graan wees en hoogstens vyf persent (m/m) mag deur die 1,25 mm-sif gaan.
Fyngebreekte mielies.....	Minimum 1,5.....	Maksimum 2,3.....	Minstens 90 persent (m/m) moet deur die 2,5 mm-sif en hoogstens 10 persent (m/m) deur die 1 mm-sif gaan.
Mieliekiemmeel.....	Minimum 10,0.....	Geen voorskrif.....	Geen voorskrif.
Fyn meliesemels.....	Minder as 10,0.....	Meer as 6,5 (maksimum 17,0)	Minstens 90 persent (m/m) moet deur die 2 mm-sif en minstens 50 persent (m/m) deur die 1,4 mm-sif gaan.
Growwe meliesemels.....	Minder as 10,0.....	Meer as 6,5 (maksimum 17,0)	Geen voorskrif.
Nywerheidsgraad mielieprodukt	Geen voorskrif.....	Geen voorskrif.....	Geen voorskrif."

Grade designation	Fat content by mass (on a dry basis) (per cent)	Fibre content by mass (on a dry basis) (per cent)	Fineness
Samp.....	Maximum 1,0.....	Maximum 0,8.....	Not more than 5 per cent (m/m) shall be whole grain and not more than 5 per cent (m/m) shall pass through the 2,5 mm sieve.
Maize rice.....	Maximum 1,5.....	Maximum 0,8.....	At least 90 per cent (m/m) to pass through the 4 mm sieve and not more than 5 per cent (m/m) through the 1,12 mm sieve.
Maize grits.....	Maximum 1,5.....	Maximum 0,8.....	At least 90 per cent (m/m) to pass through the 2 mm sieve and not more than 5 per cent (m/m) through the 0,8 mm sieve.
Maize flour.....	Less than 2,2.....	Maximum 0,8.....	At least 90 per cent (m/m) to pass through the 0,315 mm sieve.
Super maize meal.....	Less than 2,2.....	Maximum 0,8.....	At least 90 per cent (m/m) to pass through the 0,5 mm sieve and not more than 60 per cent (m/m) through the 0,315 mm sieve.
Special maize meal.....	Less than 3,2 (Minimum 2,2)	Maximum 1,4.....	At least 90 per cent (m/m) to pass through the 1,4 mm sieve.
Sifted maize meal.....	Minimum 3,2.....	Maximum 1,4.....	At least 90 per cent (m/m) to pass through the 1,4 mm sieve.
Unsifted maize meal.....	Minimum 3,7.....	More than 1,4 (Maximum 2,5)	At least 90 per cent (m/m) to pass through the 1,4 mm sieve.
No. 1 straightrun maize meal..	Minimum 3,7.....	Minimum 1,8 (maximum 2,5)	At least 90 per cent (m/m) to pass through the 2,5 mm sieve.
No. 2 straightrun maize meal..	Minimum 3,7.....	More than 2,5 (maximum 6,5)	At least 90 per cent (m/m) to pass through the 2,5 mm sieve.
Unsifted crushed maize.....	Minimum 3,2.....	Maximum 2,5.....	Not more than five per cent (m/m) shall be whole grain and not more than 40 per cent (m/m) shall pass through the 2,5 mm sieve.
Sifted crushed maize.....	Minimum 1,5.....	Maximum 2,0.....	Not more than five per cent (m/m) shall be whole grain and not more than five per cent (m/m) shall pass through the 1,25 mm sieve.
Fine crushed maize.....	Minimum 1,5.....	Maximum 2,3.....	At least 90 per cent (m/m) to pass through the 2,5 mm sieve and not more than 10 per cent (m/m) to pass through the 1 mm sieve.
Maize germ meal.....	Minimum 10,0.....	No specification....	No specification.
Fine maize bran.....	Less than 10,0.....	More than 6,5 (maximum 17,0)	At least 90 per cent (m/m) to pass through the 2 mm sieve and at least 50 per cent (m/m) through the 1,4 mm sieve.
Coarse maize bran.....	Less than 10,0.....	More than 6,5 (maximum 17,0)	No specification.
Industrial grade maize product	No specification....	No specification....	No specification."

4. Regulasie 5 word hierby gewysig deur subregulasie (1) deur die volgende subregulasie te vervang:

"(1) Elke houer wat enige van die by regulasie 4 ingestelde grade mielieprodukte bevat, moet duidelik op die houer self of op 'n etiket van minstens 25 mm by 50 mm wat aan die houer geheg is, gemerk wees, en dit moet die volgende besonderhede bevat:

- (a) Naam van die verpakker van die betrokke mielieprodukt;
- (b) die netto massa van die mielieprodukt; en
- (c) die graad van die mielieprodukt wat in regulasie 4 genoem word:

Met dien verstande dat enige ander besonderhede wat nie strydig met enige wetlike vereiste is nie, ook op sodanige houer of etiket kan verskyn."

5. Hierdie regulasies tree op 1 Februarie 1979 in werking.

4. Regulation 5 is hereby amended by the substitution for subregulation (1) of the following subregulation:

"(1) Each container containing any of the grades of maize products established by regulation 4 shall be plainly marked on the container itself or on a label of not less than 25 mm by 50 mm attached to the container and shall contain the following particulars:

- (a) Name of the packer of the relevant maize product;
- (b) the net mass of the maize product; and
- (c) the grade of the maize product referred to in regulation 4:

Provided that any other particulars not contrary to any statutory requirement may also appear on such container or label."

5. These regulations shall come into operation on 1 February 1979.

No. R. 1772

1 September 1978

REGULASIES TER REËLING VAN DIE UITVOER VAN SITRUSVRUGTE UIT DIE REPUBLIEK VAN SUID-AFRIKA.—WYSIGING

Die Minister van Landbou het, kragtens die bevoegdheid hom verleen by artikel 4 van die Wet op Uitvoer van Landbouprodukte, 1971 (Wet 51 van 1971), die regulasies in die Bylae hiervan uiteengesit, gemaak.

No. R. 1772

1 September 1978

REGULATIONS FOR REGULATING THE EXPORT OF CITRUS FRUIT FROM THE REPUBLIC OF SOUTH AFRICA.—AMENDMENT

The Minister of Agriculture has, under the powers vested in him by section 4 of the Agricultural Produce Export Act, 1971 (Act 51 of 1971), made the regulations as set out in the Schedule hereto.

BYLAE

1. In hierdie Bylae beteken "regulasies" die regulasies afgekondig by Goewermentskennisgewing R. 1136 van 13 Junie 1975, soos gewysig deur Goewermentskennisgewings R. 1830 van 26 September 1975, R. 803 van 14 Mei 1976, R. 547 van 1 April 1976, R. 2244 van 3 Desember 1976, R. 1146 van 24 Junie 1977, R. 18 van 6 Januarie 1978 en R. 1059 van 26 Mei 1978.

2. Regulasie 8 (2) (v) van die regulasies word hierby gewysig deur die subopskrif "Maksimum persentasie suur", onder die hoofopskrif "Nartjies", te vervang met die subopskrif "Minimum persentasie suur".

No. R. 1778

1 September 1978

VOORGESTELDE WYSIGING VAN DIE PIESANGSKEMA KRAGTENS DIE BEMARKINGSWET, 1968 (WET 59 VAN 1968)

Ingevolge artikel 9 (2) (b) van die Bemarkingswet, 1968 (Wet 59 van 1968), word hierby vir algemene inligting besonderhede gepubliseer van wysigings van die Piesangskema wat verskyn in die Bylae hiervan en wat ingevolge artikel 8 (1) (a) van genoemde Wet deur die Piesangraad vermeld in Proklamasie R. 109 van 1976 aan die Minister van Landbou voorgelê is.

Ingevolge die bevoegdheid hom verleen deur artikel 9 (1) van genoemde Wet is die genoemde wysigings, na oorlegpleging met die Nasionale Bemarkingsraad, voorlopig deur die Minister goedgekeur.

Belanghebbendes wat verlang om beswaar in te dien of vertoë te rig in verband met die genoemde wysigings word hierby versoek om binne vier weke vanaf datum van publikasie van hierdie kennisgewing sodanige besware of vertoë skriftelik by die Sekretaris van Landbou-ekonomie en -bemarking, Privaatsak X250, Pretoria, 0001, in te dien.

BYLAE

Die Piesangskema, afgekondig by Proklamasie R. 109 van 1976, word hierby gewysig deur die woordskrywing van "produksiegebied" in artikel 1 deur die volgende te vervang:

(a) die landdrostdistrikte Barberton, Belfast, Carolina, Letaba, Lydenburg, Nelspruit, Pelgrimsrus, Pietersburg, Soutpansberg en Witrivier in Transvaal;

(b) die landdrostdistrikte Eshowe, Lower Umfolozi, Lower Tugela, Mtunzini, Port Shepstone en Umzinto in Natal.

DEPARTEMENT VAN MYNWESE

No. R. 1766

1 September 1978

REGULASIES KRAGTENS DIE WET OP DIE NASIONALE INSTITUUT VIR METALLURGIE, 1965 (WET 90 VAN 1965)

Die Minister van Mynwese het kragtens die bevoegdheid hom verleen by artikel 12 van die Wet op die Nasionale Instituut vir Metallurgie, 1965 (Wet 90 van 1965), die volgende regulasies uitgevaardig:

REGULASIES*Woordskrywings*

1. In hierdie regulasies, tensy uit die samehang anders blyk, het 'n uitdrukking waaraan 'n betekenis in die Wet geheg is, die betekenis aldus daaraan geheg, en beteken—

(i) "Wet" die Wet op die Nasionale Instituut vir Metallurgie, 1965 (Wet 90 van 1965), soos van tyd tot tyd gewysig;

(ii) "komitee" 'n komitee wat die raad ingevolge artikel 5 van die Wet instel;

SCHEDULE

1. In this Schedule "regulations" means the regulations published by Government Notice R. 1136 of 13 June 1975, as amended by Government Notices R. 1830 of 26 September 1975, R. 803 of 14 May 1976, R. 547 of 1 April 1976, R. 2244 of 3 December 1976, R. 1146 of 24 June 1977, R. 18 of 6 January 1978 and R. 1059 of 26 May 1978.

2. Regulation 8 (2) (v) of the regulations is hereby amended by the substitution for the subheading "Maximum percentage acid", under the heading "Naartjies", of the subheading "Minimum percentage acid".

No. R. 1778

1 September 1978

PROPOSED AMENDMENT OF THE BANANA SCHEME UNDER THE MARKETING ACT, 1968 (ACT 59 OF 1968)

In terms of section 9 (2) (b) of the Marketing Act, 1968 (Act 59 of 1968), particulars of amendments of the Banana Scheme appearing in the Schedule hereto, which has, in terms of section 8 (1) (a) of the said Act, been submitted to the Minister of Agriculture by the Banana Board referred to in Proclamation R. 109 of 1976, are hereby published for general information.

In terms of the powers vested in him by section 9 (1) of the said Act, the said amendments have, after consultation with the National Marketing Council, been provisionally approved by the Minister.

Any person desiring to submit any objection or representations concerning the said amendments is hereby invited to lodge such objections or representations in writing, within four weeks of the publication of this notice, to the Secretary for Agricultural Economics and Marketing, Private Bag X250, Pretoria, 0001.

SCHEDULE

The Banana Scheme, published by Proclamation R. 109 of 1976, is hereby amended by the substitution for the definition of "production area" in section 1 of the following:

(a) the Magisterial Districts of Barberton, Belfast, Carolina, Letaba, Lydenburg, Nelspruit, Pilgrim's Rest, Pietersburg, Zoutpansberg and White River in Transvaal;

(b) the Magisterial Districts of Eshowe, Lower Umfolozi, Lower Tugela, Mtunzini, Port Shepstone and Umzinto in Natal.

DEPARTMENT OF MINES

No. R. 1766

1 September 1978

REGULATIONS IN TERMS OF THE NATIONAL INSTITUTE FOR METALLURGY ACT, 1965 (ACT 90 OF 1965)

The Minister of Mines has, under the powers vested in him by section 12 of the National Institute for Metallurgy Act, 1965 (Act 90 of 1965), made the following regulations:

REGULATIONS*Definitions*

1. In these regulations, unless the context otherwise indicates, any expression to which a meaning has been assigned in the Act shall have the meaning thus assigned, and

(i) "Act" means the National Institute for Metallurgy Act, 1965 (Act 90 of 1965), as amended from time to time;

(ii) "committee" means a committee established by the board in terms of section 5 of the Act;

(iii) "uitvoerende komitee" 'n komitee, bekend as die uitvoerende komitee, wat deur die raad kragtens artikel 5 van die Wet ingestel is.

Vergaderings van die raad

2. 'n Gewone vergadering van die raad word gehou op 'n tyd en plek wat die raad bepaal.

3. Die president kan te eniger tyd 'n spesiale vergadering van die raad byeenroep en so 'n vergadering word gehou op 'n tyd en plek wat die president bepaal.

Kennisgewing van vergaderings

4. Kennis van elke vergadering van die raad, tesame met die agenda vir die vergadering, moet minstens 14 dae voor die datum wat vir die vergadering bepaal is per aangetekende pos aan al die lede van die raad gestuur word: Met dien verstande dat die raad korter kennisgewing in die geval van spesiale vergaderings kan kondoneer of punte vir insluiting by die agenda kan aanvaar ten opsigte waarvan daar minder as 14 dae kennis gegee is.

Kworum

5. Vyf persone wat lede van die raad of plaasvervangers vir lede van die raad is, maak 'n kworum vir 'n vergadering van die raad uit.

Stemming

6. Die beslissing van die meerderheid van die lede van die raad (met inbegrip van plaasvervangers vir afwesige lede) wat op 'n raadsvergadering aanwesig is, maak 'n besluit van die raad uit, en by 'n staking van stemme oor enige aangeleentheid het die president of 'n lid wat kragtens artikel 4 (4) van die Wet by die vergadering voorsit, na gelang van die geval, benewens sy beraadslagende stem, ook 'n beslissende stem.

Notule

7. (1) Notule van die verrigtinge op 'n vergadering van die raad moet gehou word en so gou doenlik daarna in skriftelike vorm onder toesig van die president opgestel word.

(2) Behoudens opdragte van die raad, moet die president sorg dra dat geen inligting ten opsigte waarvan openbaarmaking na sy mening ondoenlik is, in die notule aangeteken word nie.

(3) 'n Afskrif van die notule van 'n vergadering moet minstens 14 dae voor die eersvolgende gewone vergadering van die raad aan elke lid van die raad gestuur word.

(4) 'n Notule word op 'n gewone vergadering van die raad vir bekragtiging voorgelê en die raad kan 'n notule wat aldus voorgelê is, met of sonder wysigings bekragtig.

Komitees van die raad

8. (1) 'n Gewone vergadering van 'n komitee word gehou op 'n tyd en plek wat die betrokke komitee bepaal: Met dien verstande dat die eerste vergadering van 'n komitee gehou word op 'n tyd en plek deur die president bepaal.

(2) Die voorsitter van 'n komitee of die president kan te eniger tyd 'n spesiale vergadering van 'n komitee byeenroep en so 'n vergadering word gehou op 'n tyd en plek wat die betrokke voorsitter of die president, na gelang van die geval, bepaal.

9. Die meerderheid van die lede van 'n komitee maak 'n kworum vir 'n vergadering van so 'n komitee uit.

10. Die beslissing van 'n meerderheid van die lede van 'n komitee (met inbegrip van plaasvervangers vir afwesige lede) wat op 'n vergadering van daardie komitee aanwesig is, maak 'n besluit van die komitee uit, en by 'n staking

(iii) "executive committee" means a committee, known as the executive committee, established by the board in terms of section 5 of the Act.

Meetings of the board

2. An ordinary meeting of the board shall be held at such time and place as may be determined by the board.

3. A special meeting of the board may at any time be called by the president and such a meeting shall be held at such time and place as may be determined by the president.

Notice of meetings

4. Notice of each meeting of the board, together with the agenda for the meeting, shall be sent by registered mail to all members of the board not less than 14 days before the day appointed for the meeting: Provided that the board may condone shorter notice in respect of special meetings, or accept items for the agenda of which less than 14 days' notice has been given.

Quorum

5. Five persons who are members of the board or alternates for members of the board shall constitute a quorum of the board.

Voting

6. The decision of the majority of the members of the board present at a board meeting (including alternates for absent members) shall constitute a decision of the board and, in the event of an equality of votes on any matter, the president or any member taking the chair at the meeting in terms of section 4 (4) of the Act, as the case may be, shall have a casting vote in addition to his deliberative vote.

Minutes

7. (1) Minutes shall be kept of the proceedings at any meeting of the board and shall be prepared as soon as possible thereafter in written form under supervision of the president.

(2) Subject to the instructions of the board, the president shall ensure that no information the disclosure of which he considers to be unsuitable is recorded in the minutes.

(3) A copy of the minutes of any meeting shall be sent to each member of the board at least 14 days before the next ordinary meeting of the board.

(4) Minutes shall be submitted for confirmation at an ordinary meeting of the board and the board may confirm minutes so submitted with or without amendment.

Committees of the board

8. (1) An ordinary meeting of a committee shall be held at such time and place as the committee concerned may determine: Provided that the first meeting of a committee shall be held at such time and place as may be determined by the president.

(2) The chairman of a committee or the president may at any time call a special meeting of the committee and such meeting shall be held at such time and place as may be determined by the chairman concerned or the president, as the case may be.

9. The majority of the members of a committee shall constitute a quorum for any meeting of such committee.

10. The decision of the majority of the members of a committee present at a meeting of that committee (including alternates for absent members) shall constitute a decision of the committee and, in the event of a

van stemme oor enige aangeleentheid het die voorsitter van die komitee of 'n ander lid wat op die betrokke vergadering voorsit, na gelang van die geval, benewens sy beraadslagende stem, ook 'n beslissende stem.

11. Die bepalings van regulasies 4 en 7 is *mutatis mutandis* ten opsigte van 'n komitee van toepassing en by sodanige toepassing word 'n verwysing na die raad as 'n verwysing na 'n komitee uitgelê.

Geheimhouding

12. (1) Niemand mag sonder die goedkeuring van die raad, die uitvoerende komitee of die president inligting openbaar wat hy by die uitoefening van sy bevoegdheide, die verrigting van sy werksaamhede of die uitvoering van sy pligte ingevolge die Wet of hierdie regulasies verkry het nie, behalwe—

(a) in die mate waarin dit vir die behoorlike toepassing van die Wet of hierdie regulasies nodig is; of

(b) vir doeleindes van 'n regseding daarkragtens.

(2) Iemand wat die bepalings van subregulasie (1) oortree, is aan 'n misdryf skuldig en by skuldigbevinding strafbaar met 'n boete van hoogstens R200 of met gevangenisstraf vir 'n tydperk van hoogstens 12 maande of met daardie boete sowel as daardie gevangenisstraf.

Verhaal van verliese en skade

13. Indien iemand wat in diens van die Instituut is of was, die Instituut 'n verlies of skade berokken het deurdat hy—

(1) versuim het om die Instituut se geld, waarvan hy vir die invordering verantwoordelik is of was, in te vorder;

(2) vir 'n onreëlmatige uitbetaling van die Instituut se geld of vir 'n uitbetaling van sodanige geld wat nie deur 'n behoorlike bewysstuk gestaaf word nie, verantwoordelik is of was;

(3) weens versuim om sy pligte uit te voer, vir 'n vrugtelose uitgawe van die Instituut se geld verantwoordelik is of was;

(4) vir 'n tekort in, of 'n vernietiging of beskadiging van die Instituut se geld, seëls, sigwaardestukke en vorms wat 'n potensiele waarde het, sekuriteite, toerusting, voorrade of ander eiendom van die Instituut verantwoordelik is of was;

(5) weens versuim om sy pligte uit te voer, vir 'n eis teen die Instituut verantwoordelik is of was;

moet die president die bedrag van sodanige verlies of skade vasstel en kan hy genoemde persoon by skriftelike kennisgewing gelas om die geheel of 'n gedeelte van sodanige bedrag, wat aldus vasgestel is, binne 30 dae vanaf die datum van die kennisgewing te betaal.

14. Indien iemand wat in diens van die Instituut is en wat ingevolge regulasie 13 gelas is om 'n bedrag te betaal, versuim om dié bedrag te betaal binne die tydperk in die betrokke kennisgewing bepaal, word dié bedrag behoudens die bepalings van regulasies 16, 17 en 18 van sy maandelikse salaris afgetrek: Met dien verstande dat so 'n aftrekking nie in een maand meer as een kwart van sy maandelikse salaris mag beloop nie.

15. Indien iemand wat in diens van die Instituut was en wat ingevolge regulasie 13 gelas is om 'n bedrag te betaal, versuim om die bedrag te betaal binne die tydperk in die betrokke kennisgewing bepaal, moet die president, behoudens die bepalings van regulasies 16, 17 en 18, dié bedrag deur middel van geregtelike proses op dié persoon verhaal.

16. Indien iemand wat ingevolge regulasie 13 gelas is om 'n bedrag te betaal, binne die tydperk in die betrokke kennisgewing bepaal, aanbied om dié bedrag in paaielemente te betaal, kan die president hom toelaat om te betaal in dié paaielemente wat na sy mening redelik is.

equality of votes on any matter, the chairman of the committee or any other member taking the chair at the meeting concerned, as the case may be, shall have a casting vote in addition to his deliberative vote.

11. The provisions of regulations 4 and 7 shall apply *mutatis mutandis* to a committee and in such application a reference to the board shall be interpreted as a reference to a committee.

Secrecy

12. (1) No person may, without the approval of the board, the executive committee or the president, disclose any information obtained in the exercising of his powers, the performance of his activities or the execution of his duties in terms of the Act or these regulations, except—

(a) to the extent to which it is necessary for the proper application of the Act or these regulations; or

(b) for the purposes of a lawsuit thereunder.

(2) Any person who contravenes the provisions of sub-regulation (1) shall be guilty of an offence and liable on conviction to a fine not exceeding R200 or to imprisonment for a period not exceeding 12 months or to both such fine and such imprisonment.

Recovery of losses and damages

13. If any person who is or was in the employment of the Institute caused the Institute any loss or damage because he—

(1) failed to collect Institute moneys for the collection of which he is or was responsible;

(2) is or was responsible for an irregular payment of Institute moneys or for a payment of such moneys not supported by a proper voucher;

(3) is or was responsible for fruitless expenditure of Institute moneys due to an omission to carry out his duties;

(4) is or was responsible for a deficiency in, or for the destruction of, or damage to, Institute moneys, stamps, face value documents and forms having a potential value, securities, equipment, stores or any other Institute property;

(5) is or was responsible for a claim against the Institute, due to an omission to carry out his duties;

the president shall determine the amount of such loss or damage, and he may, by notice in writing, order the said person to pay within 30 days from the date of such notice, the whole or any part of such amount so determined.

14. If any person who is in the employment of the Institute and who has in terms of regulation 13 been ordered to pay any amount, fails to pay such amount within the period stipulated in the notice in question, such amount shall, subject to the provisions of regulations 16, 17 and 18, be deducted from his monthly salary: Provided that such deduction shall not in any month exceed one fourth of his monthly salary.

15. If any person who was in the employment of the Institute and who has, in terms of regulation 13, been ordered to pay any amount, fails to pay such amount within the period stipulated in the notice in question, the president shall, subject to the provisions of regulations 16, 17 and 18, recover such amount from such person by legal process.

16. If any person who has been ordered to pay any amount in terms of regulation 13 makes, within the period stipulated in the notice in question, an offer to pay the amount in instalments, the president may allow payment in such instalments as he may consider reasonable.

17. Iemand wat ingevolge regulasie 13 gelas is om 'n bedrag te betaal, kan binne 'n tydperk van 30 dae van die datum van die lasgewing by die raad appèl aanteken met opgaaf van die gronde vir sy appèl, en die raad kan, na verdere ondersoek, die appèl verwerp of gelas dat die appellant geheel en al of ten dele, na gelang van wat die raad billik en redelik ag, van die betaling van daardie bedrag kwytgeskeld word.

18. Iemand wat ingevolge regulasie 13 gelas is om 'n bedrag te betaal, kan in plaas van kragtens regulasie 17 by die raad appèl aan te teken, by 'n bevoegde hof aansoek doen, binne 'n tydperk van 30 dae van die datum van die lasgewing of binne die verdere tydperk wat die hof toelaat, om 'n bevel waarby sodanige lasgewing ter syde gestel of sodanige bedrag verminder word, en die hof kan op so 'n aansoek, indien hy nie deur die president aan die hand van omstandighede van die geval oortuig word dat die lasgewing tereg opgelê is of dat daardie bedrag juis is nie, 'n bevel uitreik waarby sodanige lasgewing ter syde gestel word of die bedrag verminder word, na gelang van die geval.

Herroeping van vorige regulasies

19. Goewermentskennisgewings R. 1282 van 25 Augustus 1967 en R. 680 van 27 April 1973 word hierby herroep.

Inwerkingtreding van regulasies

20. Hierdie regulasies tree in werking op 1 September 1978.

DEPARTEMENT VAN PLURALE BETREKKINGE EN ONTWIKKELING

No. R. 1760 1 September 1978

INSTELLING VAN DORPSRADE. — KAMAQHEKEZA, KAMHLUSHWA EN EKULINDENI

Ek, Wilhelm Laubscher Vosloo, Adjunk-minister van Plurale Betrekkinge en Ontwikkeling, handelende namens die Minister van Plurale Betrekkinge en Ontwikkeling kragtens die bevoegdheid hom verleen by regulasie 1 (1) van Hoofstuk 8 van die Regulasies vir die Administrasie en Bestuur van Dorpe in Bantoegebiede, afgekondig by Proklamasie R. 293 van 1962, stel hierby dorpsrade in vir die dorpe Kamaghekeza, Kamhlushwa en Ekulindeni, geleë in die gebied van die KaNgwane-Wetgewende Vergadering.

W. L. VOSLOO, Adjunk-minister van Plurale Betrekkinge en Ontwikkeling.

(Lêer T60/5/1279)

DEPARTEMENT VAN SPOORWEE, HAWENS EN LUGDIENS

No. R. 1764 1 September 1978

DEPARTEMENT VAN DIE SUID-AFRIKAANSE SPOORWEE EN HAWENS.—WYSIGING IN DIE ALGEMENE SPOORWEGREGULASIES

Dit het die Staatspresident behaag om kragtens artikel 3 van die Konsolidasiewet op die Beheer en Bestuur van Spoorweë en Hawens, 1957 (Wet 70 van 1957), goedkeuring te verleen aan die volgende wysiging van regulasie 197 van die Algemene Spoorwegregulasies afgekondig by Goewermentskennisgewing R. 1560 van 11 Oktober 1963:

Regulasie No. 197 (d)

197. (d) Rollende materiaal wat ontspoor in 'n private sylyn, mag nie sonder die toestemming van die Administrasie deur die applikant herspoor word nie en mag ook nie weer in bedryf gestel word nie tensy dit deur die Administrasie ondersoek is en geskik bevind word. Die

17. Any person who has in terms of regulation 13 been ordered to pay any amount may, within a period of 30 days from the date of such order, appeal to the board, stating the grounds for his appeal, and the board may, after further investigation, dismiss the appeal or order that the appellant be exempted either wholly or partly, according to what the board may consider fair and reasonable, from the payment of such amount.

18. Any person who has in terms of regulation 13 been ordered to pay any amount may, instead of appealing to the board under regulation 17, apply within a period of 30 days from the date of such order, or within such further period as the court may allow, to a competent court for an order setting aside such first-mentioned order or reducing such amount, and the court may upon such an application, if it is not convinced by the president on the merits of the case that the order was rightly made or that that amount is correct, make an order setting aside such first-mentioned order or reducing that amount, as the case may be.

Withdrawal of previous regulations

19. Government Notices R. 1282 of 25 August 1967 and R. 680 of 27 April 1973 are hereby withdrawn.

Coming into force of regulations

20. These regulations shall come into force on 1 September 1978.

DEPARTMENT OF PLURAL RELATIONS AND DEVELOPMENT

No. R. 1760 1 September 1978

ESTABLISHMENT OF TOWNSHIP COUNCILS.—KAMAGHEKEZA, KAMHLUSHWA AND EKULINDENI

I, Wilhelm Laubscher Vosloo, Deputy Minister of Plural Relations and Development, acting on behalf of the Minister of Plural Relations and Development by virtue of the powers vested in him by regulation 1 (1) of Chapter 8 of the Regulations for the Administration and Control of Townships in Bantu Areas, published under Proclamation R. 293 of 1962, hereby establish townships councils for the Kamaghekeza, Kamhlushwa and Ekulindeni townships, situate in the area of the KaNgwane Legislative Assembly.

W. L. VOSLOO, Deputy Minister of Plural Relations and Development.

(File T60/5/1279)

DEPARTMENT OF RAILWAYS, HARBOURS AND AIRWAYS

No. R. 1764 1 September 1978

DEPARTMENT OF THE SOUTH AFRICAN RAILWAYS AND HARBOURS.—AMENDMENT OF THE GENERAL RAILWAY REGULATIONS

The State President has been pleased, in terms of section 3 of the Railways and Harbours Control and Management (Consolidation) Act, 1957 (Act 70 of 1957), to approve of the following amendment to regulation 197 of the General Railway Regulations published under Government Notice R. 1560 of 11 October 1963:

Regulation No. 197 (d)

197. (d) Rolling stock derailed while on a private siding shall not be rerailed by the applicant without the consent of the Administration nor returned to traffic unless

applikant moet die kontrolestasie onmiddellik in kennis stel van enige sodanige ontsporing sodat reëlins getref kan word vir die herspoor en ondersoek van die rollende materiaal.

Die applikant is verantwoordelik vir die koste van hersporing en die herstel van enige skade wat deur die ontsporing aan die rollende materiaal en/of spoorlyn veroorsaak is, asook vir die koste van die ondersoek deur die Administrasie van die spoorlyn en rollende materiaal.

DEPARTEMENT VAN VERVOER

No. R. 1749

1 September 1978

WYSIGING VAN DIE MOTORVOERTUIGVERSEKERINGSREGULASIES, 1972

Die Minister van Vervoer het kragtens artikel 32 van die Wet op Verpligte Motorvoertuigversekering, 1972 (Wet 56 van 1972), die regulasies yervat in die Bylae hiervan uitgevaardig.

BYLAE

1. In hierdie Bylae, tensy uit die samehang anders blyk, beteken "die regulasies" die regulasies afgekondig by Goewermentskennissgewing R. 1710 van 29 September 1972, soos gewysig by Goewermentskennissgewings R. 544 van 29 Maart 1974, R. 1223 van 19 Julie 1974, R. 152 van 27 Januarie 1978 en R. 1453 van 14 Julie 1978.

2. Die inhoudsopgawe van die regulasies word gewysig deur die volgende regulasiennommers na regulasiennommer 15 in te voeg:

"15A. Kennissgewing van verandering van eiendomsreg en bewys van versekering.

15B. Voorwaardes vir vervoer van sekere dienspligtiges."

3. Regulasie 2 van die regulasies word hierby gewysig deur paragraaf (a) deur die volgende paragraaf te vervang:

"(a) 'gemagtigde amptenaar' 'n gemagtigde amptenaar soos in artikel 1 van die Wet op Padvervoer, 1977 (Wet 74 van 1977), omskryf;"

4. Regulasie 5 van die regulasies word hierby gewysig—

(a) deur in paragraaf (a) van subregulasie (1) die volgende subparagraaf (v) by te voeg:

"(v) die bepalings van artikels 21 (1C) en 23 van die Wet *mutatis mutandis* van toepassing is ten opsigte van die aanspreeklikheid van die MVA-fonds ingevolge hierdie regulasie."; en

(b) deur subparagraaf (ii) van paragraaf (b) van subregulasie (1) deur die volgende subparagraaf te vervang:

"(ii) Ingeval die eienaar of bestuurder van 'n onversekerde motorvoertuig nie binne die voorgeskrewe tydperk verskyning aangeteken het om die aksie te verdedig nie of indien om die een of ander rede aansoek by 'n hof gedoen word om 'n vonnis by verstek, moet die derde party of die eiser in die aksie die MVA-fonds nie later nie as veertien dae voor die datum van die verhoor van sodanige aansoek skriftelik hiervan in kennis stel en hom dan toelaat om in enige stadium van die verrigtinge as 'n party tot die geding toe te tree en om sy regte ooreenkomstig die bepalings van hierdie subregulasie uit te oefen. Indien die hof die MVA-fonds se aansoek om toetrede tot die geding sou weier, vervall die MVA-fonds se aanspreeklikheid".

inspected and passed by the Administration. The applicant shall notify the controlling station immediately of any such derailment in order that arrangements can be made for rerailing and inspection of the rolling stock.

The applicant shall be responsible for the cost of rerailing and repairing any damage to rolling stock and/or the track caused by the derailment including the cost of examination and inspection of the track and rolling stock by the Administration.

DEPARTMENT OF TRANSPORT

No. R. 1749

1 September 1978

AMENDMENT OF THE MOTOR VEHICLE INSURANCE REGULATIONS, 1972

The Minister of Transport has, in terms of section 32 of the Compulsory Motor Vehicle Insurance Act, 1972 (Act 56 of 1972), made the regulations contained in the Schedule hereto.

SCHEDULE

1. In this Schedule "the regulations", unless the context otherwise indicates, means the regulations promulgated under Government Notice R. 1710 of 29 September 1972, as amended by Government Notices R. 544 of 29 March 1974, R. 1223 of 19 July 1974, R. 152 of 27 January 1978 and R. 1453 of 14 July 1978.

2. The index to the regulations is hereby amended by the insertion of the following regulation numbers after regulation number 15:

"15A. Notice of change of ownership and proof of insurance.

15B. Conditions for the conveyance of certain servicemen."

3. Regulation 2 of the regulations is hereby amended by the substitution for paragraph (a) of the following paragraph:

"(a) 'authorised officer' means an authorised officer as defined in section 1 of the Road Transportation Act, 1977 (Act 74 of 1977);"

4. Regulation 5 of the regulations is hereby amended—

(a) by the addition to paragraph (a) of subregulation (1) of the following subparagraph (v):

"(v) the provisions of sections 21 (1C) and 23 of the Act shall *mutatis mutandis* apply to the liability of the MVA Fund in terms of this regulation."; and

(b) by the substitution of the following subparagraph for subparagraph (ii) of paragraph (b) of subregulation (1):

"(ii) If the owner or driver of an uninsured motor vehicle has not entered appearance to defend the action within the prescribed period or if for some reason application is made to the court for a judgment by default, the third party or the claimant in the action shall give the MVA Fund written notification not later than fourteen days prior to the date of the hearing of such application and permit it to join the proceedings as a party at any stage of the proceedings and to exercise its rights in accordance with the provisions of this subregulation. In the event of the court refusing the MVA Fund's application to join the proceedings the liability of the MVA Fund shall lapse;"

5. Regulاسie 6 van die regulاسies word hierby gewysig—

(a) deur subparagrafe (i) en (iii) van paragraaf (b) van subregulasie (1) deur die volgende subparagrafe te vervang:

“(i) ’n Eis om skadevergoeding vir verlies of skade aan die voornoemde eiser moet binne twee jaar vanaf die datum van die gebeurtenis wat voormelde dood of liggaamlike besering tot gevolg gehad het, aan die MVA-fonds gelewer word *mutatis mutandis* die bepalinge van artikel 25 (1) van die Wet [behalwe dat die Vorm MVA 13 genoem in regulاسie 16 (1) deur die Vorm MVA 22 genoem in regulاسie 16 (2) vervang moet word]. Hierdie bepaling is ook van toepassing op alle derde partye en eisers, afgesien van enige regs-onbevoegdheid waaronder hulle mag verkeer.

(iii) Die MVA-fonds doen geen aanspreeklikheid op nie tensy die dagvaarding wat uit die bepalinge van subparagraaf (ii) hierbo voortspruit binne twee jaar en 90 dae vanaf die datum van die gebeurtenis wat voormelde dood of liggaamlike besering tot gevolg gehad het, behoorlik aan die MVA-fonds beteken is: Met dien verstande dat verjaring nie teen die eiser loop nie gedurende die tydperk bereken vanaf die dag waarop die eiser se vertoë die Minister bereik het tot die dag waarop die Minister se beslissing of die eiser die MVA-fonds mag dagvaar of nie, skriftelik aan die eiser of sy verteenwoordiger oorgedra word.”;

(b) deur paragraaf (c) van subregulasie (1) deur die volgende paragraaf te vervang:

“(c) In enige geding kragtens hierdie regulاسie is ’n sertifikaat van die Minister of die skriftelike toestemming van die MVA-fonds ooreenkomstig paragraaf (b) (ii) bewys van die reg van die eiser om die MVA-fonds te dagvaar, en die geskilpunte voor die hof is dan, behoudens die bepalinge van hierdie regulاسie, *mutatis mutandis* dieselfde as wat dit sou gewees het indien die MVA-fonds ’n bevoegde versekeraar was wat die ongeïdentifiseerde motorvoertuig ooreenkomstig die Wet verseker het. So ’n sertifikaat deur die Minister of die toestemming van die MVA-fonds geld nie as ’n erkenning van aanspreeklikheid van die MVA-fonds ten opsigte van die betrokke eis nie.”;

(c) deur subparagraaf (iii) van paragraaf (e) van subregulasie (1) deur die volgende subparagraaf te vervang:

“(iii) die MVA-fonds skriftelik voorsien van sodanige verdere besonderhede as wat die MVA-fonds mag verlang ten opsigte van die voorval of ongeluk en van hoe dit plaasgevind het.”; en

(d) deur paragraaf (g) van subregulasie (1) deur die volgende paragraaf te vervang:

“(g) Subparagrafe (i), (iii), (iv) en (v) van regulاسie 5 (1) (a) en subparagrafe (ii), (iii), (iv) en (vii) van regulاسie 5 (1) (b) is *mutatis mutandis* van toepassing op alle eise en aksies wat ingevolge hierdie regulاسie ingestel word.”.

6. Die volgende regulاسies word hierby in die regulاسies na regulاسie 15 ingevoeg:

“KENNISGEWING VAN VERANDERING VAN EIENDOMSREG EN BEWYS VAN VERSEKERING

15A. ’n Kennisgewing ingevolge artikel 19 (2) en (4) van die Wet van verandering van eiendomsreg op ’n motorvoertuig, wat ook as bewys van versekering sal geld, moet wees in die Vorm MVA 11 wat in die Aanhangsel hiervan uiteengesit is.

5. Regulation 6 of the regulations is hereby amended—

(a) by the substitution of the following subparagraphs for subparagraphs (i) and (iii) of paragraph (b) of subregulation (1):

“(i) A claim for compensation for loss or damage to the aforesaid claimant shall be delivered to the MVA Fund within two years of the date of the occurrence which gave rise to the aforesaid death or bodily injury, *mutatis mutandis* the provisions of section 25 (1) of the Act [except that the Form MVA 22 referred to in regulation 16 (2) shall be substituted for the Form MVA 13 referred to in regulation 16 (1)]. This provision shall apply to all third parties and claimants, irrespective of whether they are subject to any legal disability.

(iii) The MVA Fund shall not incur any liability unless the summons arising out of the provisions of subparagraph (ii) above has been properly served on the MVA Fund within two years and 90 days of the date of the occurrence which gave rise to the aforesaid death or bodily injury: Provided that prescription shall not run against the claimant during the period reckoned from the date on which the claimant’s representations reached the Minister until the date on which the Minister’s decision whether the claimant may or may not sue the MVA Fund is conveyed by written notification to the claimant or his representative.”;

(b) by the substitution of the following paragraph for paragraph (c) of subregulation (1):

“(c) In any action in terms of this regulation, a certificate by the Minister or the written consent of the MVA Fund in terms of paragraph (b) (ii) shall establish the claimant’s right to sue the MVA Fund, whereupon the issues before the court shall, save for the provisions of this regulation, *mutatis mutandis* be the same as they would have been had the MVA Fund been an authorized insurer which had insured the unidentified vehicle in terms of the Act. Such a certificate by the Minister or the consent of the MVA Fund shall not constitute an admission of the liability of the MVA Fund in respect of the claim concerned.”;

(c) by the substitution of the following subparagraph for subparagraph (iii) of paragraph (e) of subregulation (1):

“(iii) to supply the MVA Fund in writing with such further particulars as the MVA Fund may require in respect of the occurrence or accident, and of how these occurred.”; and

(d) by the substitution of the following paragraph for paragraph (g) of subregulation (1):

“(g) subparagraphs (i), (iii), (iv) and (v) of regulation 5 (1) (a) and subparagraphs (ii), (iii), (iv) and (vii) of regulation 5 (1) (b) shall *mutatis mutandis* apply to all claims and actions instituted in terms of this regulation.”.

6. The following regulations are inserted in the regulations after regulation 15:

“NOTICE OF CHANGE OF OWNERSHIP AND PROOF OF INSURANCE

15A. A notice in terms of section 19 (2) and (4) of the Act of change of ownership of a motor vehicle shall be in the Form MVA 11 set out in the Annex hereto, which will also serve as proof of insurance.

VOORWAARDES VIR VERVOER VAN SEKERE DIENSPILIGTIGES

15B. 'n Bevoegde versekerer se verpligting om skadevergoeding te betaal ten opsigte van 'n persoon wat ingevolge artikel 22 (1) (a) (iA) van die Wet vervoer word, is onderworpe aan die nakoming van die volgende voorwaardes:

(a) Die betrokke persoon moet in besit wees van 'n skriftelike magtiging van die offisier in bevel van sy eenheid wat die datum van aanvang van sodanige vervoer aandui; en

(b) geen vergoeding hoegenaamd moet vir sodanige vervoer betaal word nie.”

7. Regulasie 16 van die regulasies word hierby gewysig—

(a) deur paragraaf (a) van subregulasie (1) deur die volgende paragraaf te vervang:

“(a) (i) Die eisvorm en mediese verslag waarvoor in artikel 25 (1) van die Wet voorsiening gemaak word, moet saamgevat word in die Vorm MVA 13 wat in die Aanhangsel hiervan uiteengesit is en moet in al die besonderhede ingevul word en moet vergesel wees van stawende bewyse en afsonderlike state waar toepaslik. 'n Duidelike antwoord moet op elke vraag verstrek word en indien 'n vraag nie van toepassing is nie, moet die woorde 'nie van toepassing nie' ingevoeg word. 'n Vorm wat aftikmerkies, strepies, skrappings en veranderings bevat wat nie deur 'n handtekening bevestig is nie, word geag nie behoorlik ingevul te wees nie. Noukeurige besonderhede moet ten opsigte van elke item onder die hoof 'Skadevergoeding geëis' verstrek word en moet, waar toepaslik, van stawende bewyse vergesel wees.

(ii) Waar 'n ander persoon as die eiser die eisvorm MVA 13 onderteken, moet skriftelike bewys dat hy gemagtig is om as verteenwoordiger van die eiser op te tree, op versoek gelewer word.”;

(b) deur paragraaf (b) van subregulasie (1) deur die volgende paragraaf te vervang:

“(b) (i) Die mediese verslag op die Vorm MVA 13 moet deur die geneesheer wat die oorledene of beseerde persoon behandel het vir die liggaamlike beserings wat hy opgedoen het in die voorval waaruit die eis voortspuit, of deur die superintendent (of sy verteenwoordiger) van die hospitaal waar die oorledene of beseerde vir sodanige liggaamlike beserings behandeling ontvang het, ingevul word: Met dien verstande dat indien die betrokke geneesheer versuim om op versoek die tersaaklike mediese verslag binne 'n redelike tyd in te vul en dit blyk dat as gevolg van die tydsverloop verjaring van die betrokke eis kan intree, 'n ander geneesheer wat hom ten volle vergewis het van die oorsaak van die dood of van die aard en behandeling van die liggaamlike beserings ten opsigte waarvan die eis ingestel is, die mediese verslag kan invul.

(ii) Waar 'n persoon op slag in 'n motorongeluk gedood is, is die invul van die voormelde mediese verslag nie 'n vereiste nie, maar in so 'n geval moet die Vorm MVA 13 vergesel wees van 'n afskrif van die verslag oor die nadoodse ondersoek waarin duidelik aangedui word dat die persoon se dood voortgespruit het uit die ongeluk waarop die eis betrekking het.”;

(c) deur subregulasie (2) deur die volgende subregulasie te vervang:

“(2) Die eisvorm en mediese verslag waarvoor in regulasies 5 en 6 voorsiening gemaak word, moet wees in die Vorm MVA 22 wat in die Aanhangsel hiervan uiteengesit is en die voorskrifte in subregulasie (1) hierbo in verband met die invul van die Vorm MVA 13 is

CONDITIONS FOR THE CONVEYANCE OF CERTAIN SERVICEMEN

15B. An authorized insurer's liability for payment of compensation in respect of a person conveyed in terms of section 22 (1) (a) (iA) of the Act shall be subject to compliance with the following conditions:

(a) The person concerned shall be in possession of a written authority by the officer in charge of his unit indicating the date of commencement of such conveyance; and

(b) no reward whatsoever is to be paid for such conveyance.”

7. Regulation 16 of the regulations is hereby amended—

(a) by the substitution of the following paragraph for paragraph (a) of subregulation (1):

“(a) (i) The claim form and medical report provided for in section 25 (1) of the Act shall be combined in the Form MVA 13 set out in the Annex hereto and shall be completed in all its particulars and accompanied by supporting vouchers and separate statements, where applicable. A clear reply shall be given to each question and if a question is not applicable the words 'not applicable' shall be inserted. A form on which ticks, dashes, deletions and alterations have been made and not confirmed by a signature shall not be regarded as properly completed. Precise details shall be given in respect of each item under the heading 'Compensation claimed' and shall, where applicable, be accompanied by supporting vouchers.

(ii) Where a person other than the claimant signs the claim form MVA 13, proof in writing that he is authorized to act as representative of the claimant shall be produced on request.”;

(b) by the substitution of the following paragraph for paragraph (b) of subregulation (1):

“(b) (i) The medical report on the Form MVA 13 shall be completed by the medical practitioner who treated the deceased or injured person for the bodily injuries sustained by such person in the occurrence out of which the claim arises, or by the superintendent (or his representative) of the hospital where the deceased or injured person was treated for such bodily injuries: Provided that if the medical practitioner concerned fails to complete the medical report on request within a reasonable time and it becomes apparent that as a result of the passage of time the claim in question may become prescribed, the relevant medical report may be completed by another medical practitioner who has fully satisfied himself regarding the cause of the death or the nature and treatment of the bodily injuries in respect of which the claim is made.

(ii) Where a person is killed outright in a motor accident, the completion of the aforementioned medical report is not a requirement but in such an event the Form MVA 13 shall be accompanied by a copy of the report on the post mortem examination in which it is clearly indicated that such person's death resulted from the accident to which the claim relates.”;

(c) by the substitution of the following subregulation for subregulation (2):

“(2) The claim form and medical report provided for in regulations 5 and 6 shall be in the Form MVA 22 set out in the Annex hereto and the provisions of subregulation (1) above in connection with the com-

mutatis mutandis van toepassing in verband met die invul van hierdie vorm en moet van die toepaslike bewyse en state soos op die vorm aangedui vergesel wees.”; en

(d) deur subregulasie (4) deur die volgende subregulasie te vervang:

“(4) (i) Indien die eisvorms MVA 13 en MVA 22 wat in hierdie regulasies voorgeskryf is, nie van die toepaslike stawende bewyse ten opsigte van die tersaaklike items onder die hoof ‘Skadevergoeding geëis’ vergesel is nie, is die eis ten opsigte van die ontbrekende bewyse nie aanvaarbaar nie, totdat genoegsame dokumentêre bewys ter staving van die betrokke items gelewer word.

(ii) Enige vorm wat in hierdie regulasie voorgeskryf is en nie volgens voorskrifte ingevul is nie, is nie as ’n eis ingevolge die Wet aanvaarbaar nie.”.

8. Die Aanhangsel van die regulasies word hierby gewysig—

(a) deur die volgende item na MVA 10 in te voeg:

“MVA 11 Kennisgewing van verandering van eiendomsreg en bewys van versekering.”; en

(b) deur die vorms MVA 1, MVA 3, MVA 13, MVA 14 en MVA 22 deur die volgende vorms MVA 1, MVA 3, MVA 13, MVA 14 en MVA 22 te vervang:

pletion of the Form MVA 13 shall *mutatis mutandis* apply in connection with the completion of this form, which shall be accompanied by the appropriate supporting vouchers and statements specified thereon.”; and

(d) by the substitution of the following subregulation for subregulation (4):

“(4) (i) If the claim forms MVA 13 and MVA 22 prescribed in these regulations are not accompanied by the required supporting vouchers in respect of the relevant items under the heading ‘Compensation claimed’, the claim in respect of the missing vouchers shall not be acceptable until satisfactory documentary proof is produced in support of the items concerned.

(ii) Any form provided for in this regulation and not completed as prescribed shall not be acceptable as a claim under the Act.”;

8. The Annexure to the regulations is hereby amended—

(a) by the insertion of the following item after MVA 10:

“MVA 11 Notice of change of ownership and proof of insurance.”; and

(b) by the substitution for the forms MVA 1, MVA 3, MVA 13, MVA 14 and MVA 22 of the following forms MVA 1, MVA 3, MVA 13, MVA 14 and MVA 22:

MVA 1

WET OP VERPLIGTE MOTORVOERTUIGVERSEKERING, 1972 (WET 56 VAN 1972)

AANSOEK OM SPESIFIEKE VERSEKERING VAN ’N BEPAALDE MOTORVOERTUIG

(’n Motorhandelaar wat aansoek doen om die versekering van motorvoertuie wat hy in verband met sy besigheid as ’n motorhandelaar besit, moet vorm MVA 2 gebruik; en ’n houer van ’n motortransportlisensie wat aansoek doen om die versekering van motorvoertuie wat hy ingevolge sodanige lisensie gebruik, moet vorm MVA 2A gebruik.)

Ek/Ons, die ondergetekende(s), doen hierby ooreenkomstig bogemelde Wet aansoek om die versekering van die motorvoertuig wat hieronder beskryf word:

1. Naam van eienaar.....
Adres.....
2. Besonderhede van motorvoertuig en versekeringstydperk:

Fabrikaat van motorvoertuig en tipe bak	Registrasieletters en -nommer of nommer van spesiale of tydelike permit	Groepverwysingsnommer	Gebied (X of Z)	Premie	
				R	c

(plus heffing ten behoeve van Nasionale Verkeersveiligheidsraad en seëlreg)

Versekeringstydperk: Vanaf.....19..... tot.....19..... beide datums

ingesluit.

Teken-/Versekeringsverklaringnommer.....

3. (a) (i) Wyse waarop en doel waarvoor voertuig gebruik word.....
- (ii) Word die voertuig normaalweg ook vir die gratis vervoer van persone in die loop van die besigheid of diens van die eienaar gebruik? (JA of NEE).....
- (iii) Word die voertuig ook vir doeleindes van ’n saamryklub gebruik? (JA of NEE).....
(Indien JA, sien VOETNOOT.)
- (b) Indien goederevoertuig, meld dravermoë soos deur die vervaardigers gesertifiseer.....
- (c) Indien passasiersdiensvoertuig, meld gelisensieerde passasiersdravermoë.....
- (d) Is die voertuig hierbo vermeld, in ’n padwaardige toestand?.....

WAARBORG

Ek/Ons waarborg hierby dat die verklarings en besonderhede hierbo uiteengesit in alle opsigte waar en juis is en dat die wyse waarop en doel waarvoor die voertuig in 2 hierbo beskryf, gebruik sal word, sal bly soos in 3 (a) hierbo aangedui en dat u skriftelik van enige verandering in kennis gestel sal word.

Geteken te....., op hede die.....dag van.....19.....

Handtekening van aplikant

Voetnoot.—Indien die voertuig ook vir doeleindes van ’n saamryklub verseker moet word, moet die naam en adres van elke ander lid van die saamryklub, asook die registrasienommer van die voertuig wat deur elke ander lid gebruik word, op ’n afsonderlike staat verstrek word wat aan hierdie aansoek geheg moet word.

Daar moet op gelet word dat slegs motorvoertuie wat ontwerp of ingerig is vir die vervoer van hoogstens 9 persone, met inbegrip van die bestuurder, vir doeleindes van ’n saamryklub verseker mag word.

WET OP VERPLIGTE MOTORVOERTUIGVERSEKERING, 1972 (WET 56 VAN 1972)

VERSEKERINGSVERKLARING

Hierby word verklaar dat die bepaalde motorvoertuig gespesifiseer in die Bylae hiervan, ooreenkomstig die Wet op Verpligte Motorvoertuig-versekering, 1972 (Wet 56 van 1972), vir die tydperk gemeld in die Bylae verseker is en dat 'n teken met die nommer gemeld in die Bylae aan die eienaar uitgereik is.

Geteken vir en namens....., op hede die.....dag van.....19.....

BYLAE

1. Naam van eienaar.....
Volledige adres.....
2. Versekerde motorvoertuig:.....

Fabrikaat en tipe bak	Registrasieletters en -nommer, of nommer van spesiale of tydelike permit	Groepverwysingsnommer	Gebied (X of Z)	Premie	
				R	c

(plus heffing ten behoeve van Nasionale Verkeersveiligheidsraad en seëlreg)

3. Versekeringstydperk: Vanaf.....19..... tot.....19..... beide datums ingesluit.

Teken-/Versekeringsverklaringnommer.....

BELANGRIKE KENNISGEWING

Voormelde Wet bepaal as volg:

- (1) Die eienaar van die versekerde motorvoertuig moet die versekeraar in kennis stel van enige voorgenome verandering in die gebruik van die voertuig of 'n verandering aan die voertuig self. (Versuim om dit te doen, is 'n misdryf wat onder andere 'n boete van R100 of gevangenisstraf kan meebring) (artikel 18 van die Wet).
- (2) Indien die eienaar sy eiendomsreg op hierdie voertuig aan iemand anders oordra, moet hy die versekeraar op vorm MVA 11 daarvan in kennis stel. (Versuim om aan hierdie vereiste te voldoen, is strafbaar met 'n boete van R50) (artikel 19 van die Wet).
- (3) Kennis van 'n ongeluk wat veroorsaak is deur die bestuur van die versekerde motorvoertuig en as gevolg waarvan iemand beseer of gedood is, moet (indien redelikerwys moontlik) binne veertien dae na die voorval aan die versekeraar van die voertuig gegee word. (Versuim om aan hierdie vereiste te voldoen, is strafbaar met 'n boete van R50, en 'n reg van verhaal kan teen die eienaar van die versekerde voertuig ontstaan) (artikels 20 en 28 van die Wet).
- (4) Indien hierdie versekeringsverklaring ook die gebruik van die versekerde motorvoertuig vir doeleindes van 'n saamryklub dek, moet die versekeraar onverwyld in kennis gestel word van enige verandering in die samestelling van die betrokke saamryklub. (Versuim om dit te doen, sal die versekering ten opsigte van die saamryklub ongeldig maak).

MVA 11

WET OP VERPLIGTE MOTORVOERTUIGVERSEKERING, 1972 (WET 56 VAN 1972)

KENNISGEWING VAN VERANDERING VAN EIENDOMSREG EN BEWYS VAN VERSEKERING

Kennis word hierby ingevolge artikel 19 (2)/(4) van bogemelde Wet gegee dat die eiendomsreg op die spesifiek versekerde motorvoertuig gespesifiseer in die Bylae hiervan oorgedra is soos aangedui in die Bylae.

Hiermee word verklaar dat die besonderhede in die Bylae in alle opsigte waar en juis is.

Datum.....

Handtekening van verkoper of sy verteenwoordiger

Datum.....

Handtekening van koper of sy verteenwoordiger

BYLAE

1. Motorvoertuig:
 - (a) Fabrikaat en tipe.....
 - (b) Registrasieletters en -nommer.....
2. Versekering:
 - (a) Naam van bevoegde versekeraar.....
 - (b) Versekeringstekennummer.....
 - (c) Groepverwysingsnommer en Gebied (X of Z).....
 - (d) Verseker vir tydperk eindigende 30 April 19.....
3. Eienaar:
 - (a) Naam en adres van vorige eienaar.....
 - (b) Naam en adres van nuwe eienaar.....
 - (c) Wyse waarop en doel waarvoor voertuig deur nuwe eienaar gebruik sal word.....
4. Datum van oordrag.....

Kennis geneem

Datum.....

Bevoegde versekeraar of enige agent wat derdeparty-versekering uitreik

BELANGRIKE KENNISGEWING

Voormelde Wet bepaal as volg:

- (1) 'n Persoon wat sy eiendomsreg op 'n versekerde motorvoertuig aan iemand anders oordra, asook die persoon aan wie die voertuig oorgedra word, moet die betrokke bevoegde versekeraar van die oordrag in kennis stel. (Versuim om aan hierdie vereiste te voldoen, is strafbaar met 'n boete van hoogstens R50) (artikel 19 van die Wet).
- (2) Die eienaar van die versekerde motorvoertuig moet die versekeraar in kennis stel van enige voorgenome verandering in die gebruik van die voertuig of 'n verandering aan die voertuig self. (Versuim om dit te doen, is 'n misdryf wat onder andere 'n boete van R100 of gevangenisstraf kan meebring) (artikel 18 van die Wet).
- (3) Kennis van 'n ongeluk wat veroorsaak is deur die bestuur van die versekerde motorvoertuig en as gevolg waarvan iemand beseer of gedood is, moet (indien redelikerwys moontlik) binne veertien dae na die voorval aan die versekeraar van die voertuig gegee word. (Versuim om aan hierdie vereiste te voldoen, is strafbaar met 'n boete van R50 en 'n reg van verhaal kan teen die eienaar van die versekerde voertuig ontstaan) (artikels 20 en 28 van die Wet).

MVA 13

WET OP VERPLIGTE MOTORVOERTUIGVERSEKERING, 1972 (WET 56 VAN 1972)

EIS OM SKADEVERGOEDING EN MEDIESE VERSLAG KRAGTENS ARTIKELS 21 EN 25
VAN WET 56 VAN 1972 EN REGULASIE 16

Opmerkings:

- (i) 'n Afsonderlike vorm moet ingevul en by die betrokke bevoegde versekeraar ingedien word ten opsigte van elke persoon of oorledene vir wie se besering of dood skadevergoeding geëis word, en in die geval waar 'n eis teen meer as een bevoegde versekeraar ingestel word uit hoofde van dieselfde ongeluk, moet 'n afsonderlike vorm ingevul en by elke sodanige bevoegde versekeraar ingedien word.
 - (ii) Ten einde die versekeraar in staat te stel om hierdie eis spoedig af te handel, is dit noodsaaklik dat al die vereiste stawende bewysstukke en state hierdie vorm vergesel, en in die geval van paragraaf 9 van hierdie vorm is dit wenslik om ook—
 - (a) alle regsmediese verslae in besit van die eiser aan te heg; en
 - (b) in verband met 'n eis vir toekomstige verlies aan verdienste, op 'n afsonderlike staat aan te dui hoe sodanige verlies bereken is.
 - (iii) Skriftelike magtiging aan die bevoegde versekeraar tot inspeksie deur of namens die bevoegde versekeraar van alle rekords met betrekking tot die beseerde of oorledene wat in besit is van enige hospitaal of geneesheer moet hierdie vorm vergesel of op versoek verstrekk word.
 - (iv) Paragraaf 1 tot 4 asook paragraaf 6 (a) hieronder moet ingevul word voordat hierdie vorm aan die geneesheer voorgelê word vir voltooiing van die Mediese Verslag.
1. Naam van bevoegde versekeraar van wie skadevergoeding geëis word:
 2. Eiser:
 - (a) (i) Volle naam en woonadres.....
 - (ii) Posadres.....
 - (iii) Burgerskap.....
 - (iv) Identiteitsnommer..... of (v) Paspoortnommer.....
 - (b) As die eiser skadevergoeding namens 'n ander persoon/persone as hyself/haarself eis, meld—
 - (i) hoedanigheid waarin eiser optree.....
 - (ii) naam en adres van persoon/persone namens wie skadevergoeding geëis word.....
 - (iii) Identiteitsnommer van sodanige persoon..... of (iv) Paspoortnommer.....
 - (v) verwantskap van eiser aan sodanige persoon/persone.....
(In die geval van 'n eis vir verlies aan onderhoud, of 'n eis ten behoeve van iemand anders, moet fotokopieë van die tersaaklike huweliks- en geboortsertifikate, na gelang van die geval, hierdie vorm vergesel of op versoek verstrekk word.)
 3. Besonderhede van motorvoertuig verseker deur die bevoegde versekeraar in paragraaf 1 genoem:
 - (a) Naam en adres van eienaar.....
 - (b) Registrasieletters en -nommer.....
 - (c) Teken-/Versekeringsverklaringnommer.....
 - (d) Naam en adres van bestuurder ten tyde van ongeluk (indien bekend).....
 4. Besonderhede van die ongeluk waarin die voertuig beskryf in paragraaf 3, betrokke was:
 - (a) Datum..... tyd.....
 - (b) Plek.....
 - (c) Polisiestasie waar ongeluk aangegee is en verwysingsnommer van Polisie (indien bekend).....
 - (d) Is eiser in besit van 'n polisieverslag en -plan?.....
 5. Besonderhede van ander voertuie in ongeluk betrokke (indien bekend):

	(i)	(ii)	(iii)
(a) Registrasieletters en -nommer.....			
(b) (i) Naam van eienaar.....			
(ii) Adres (indien bekend).....			
(iii) Beroep (indien bekend).....			
(c) Naam en adres van bestuurder ten tyde van die ongeluk.....			
(d) Teken-/Versekeringsverklaringnommer (indien bekend).....			
(e) Naam van versekeraar.....			
 6. Besonderhede van persoon ten opsigte van wie se liggaamlike besering of dood skadevergoeding geëis word:
 - (a) Volle naam en adres.....
 - (b) (i) Identiteitsnommer..... of (ii) Paspoortnommer.....
 - (c) Geslag.....
 - (d) Geboortedatum.....
 - (e) Ras.....
 - (f) Huwelikstaats op datum van ongeluk (meld of nooit getroud nie, getroud, geskei, weduwee, wewenaar of geregtelik geskei).....
 - (g) Indien getroud, meld of getroud in of buite gemeenskap van goed of volgens gebruikelike verbintenis.....
 - (h) Besigheid of beroep.....
 - (i) Het hy/sy ten tyde van die ongeluk in een van die voertuie wat in of paragraaf 3 of paragraaf 5 beskryf word, gereis? (JA of NEE).....
 - (j) Indien JA, meld: (i) registrasieletters en -nommer van voertuig..... en (ii) as passasier of bestuurder.....

- (k) Indien hy/sy nie as 'n passasier of bestuurder in een van die voertuie wat in of paragraaf 3 of paragraaf 5 beskryf word, gereis het nie:
 (i) waarmee het hy/sy gereis?.....
 of (ii) was hy/sy 'n voetganger?.....
- (l) Naam en adres van gewone geneesheer (indien daar is).....
- (m) Name en adresse van alle geneeshere wat hom/haar na die ongeluk behandel het (indien bekend).....
- (n) (i) By watter hospitaal of verpleeginrigting of ander plek (indien daar is) het hy/sy behandeling na die ongeluk ontvang.....; en
 (ii) vir hoe lank as binnepasiënt (vanaf..... tot.....) en/of buitepasiënt (vanaf..... tot.....)?
 (iii) Klassifikasie vir hospitaaldoeleindes (hospitaal- of privaatpasiënt).....
 (iv) Hospitaalverwysingsnommer (indien bekend).....
- (o) Het hy/sy onmiddellik voor die ongeluk aan 'n liggaamlike gebrek of swakheid gely? (JA of NEE).....
- (p) Indien JA, verstrek besonderhede.....
- (q) (i) Naam en adres van werkgewer ten tyde van ongeluk (indien daar meer as een werkgewer is, meld name en adresse van almal).....
 (ii) Tydperk in sy diens, vanaf..... tot.....
 (iii) Aard van werk.....
 (iv) Datum van hervatting van werk.....
- (r) Is hy/sy in die loop van sy/haar diens gedood of beseer? (JA of NEE).....
- (s) Meld sy/haar inkomste vir die 12 maande onmiddellik voor die ongeluk—
- | | |
|--|--------|
| (i) uit werk..... | R..... |
| (ii) uit enige ander bron (verstrek besonderhede)..... | |
| Totaal..... | R..... |
7. Indien die persoon in paragraaf 6 genoem, noodlottig beseer is, word onderstaande bykomende inligting ten opsigte van sodanige persoon vereis:
- (a) Plek waar dood plaasgevind het.....
- (b) Datum van afsterwe.....
- (c) Is dit bekend of daar 'n geregtelike doodsondersoek gehou is? (JA of NEE).....
- (d) Indien bekend, meld in watter hof..... datum.....
 en verwysingsnommer.....
 (Heg 'n afskrif aan van die verslag oor die nadoodse ondersoek, indien beskikbaar)
- (e) Naam en adres van eksekuteur van die oorledene se boedel.....
8. Indien die persoon in paragraaf 6 genoem, noodlottig beseer is en skadevergoeding geëis word deur of namens afhanklikes van daardie persoon, word onderstaande inligting ten opsigte van elke sodanige afhanklike vereis. (Indien skadevergoeding geëis word deur of namens meer as een afhanklike, moet die inligting wat by hierdie paragraaf vereis word, ten opsigte van elke afhanklike verstrek word op 'n afsonderlike staat wat aan hierdie vorm geheg moet word.)
- (a) Volle naam en adres.....
- (b) (i) Identiteitsnommer..... of (ii) Paspoortnommer.....
- (c) Geslag.....
- (d) Geboortedatum.....
- (e) Ras.....
- (f) Verwantskap aan oorledene.....
 (Heg 'n fotokopie aan van die betrokke huwelik- en geboortesertifikate, na gelang van die geval)
- (g) Huwelikstaats op datum van ongeluk (meld of nooit getroud nie, getroud, geskei, wewenaar, weduwee of geregtelik geskei).....
- (h) Indien getroud, meld of getroud in of buite gemeenskap van goed of volgens gebruikelike verbintenis.....
- (i) Besigheid of beroep.....
- (j) Ly hy/sy aan 'n liggaamlike gebrek of swakheid? (JA of NEE).....
- (k) Indien JA, verstrek volledige besonderhede.....
- (l) Naam en adres van werkgewer op datum van ongeluk en hoe lank in sy diens (indien daar meer as een werkgewer is, meld name en adresse van almal).....
- (m) Meld sy/haar inkomste vir die 12 maande onmiddellik voor die ongeluk—
- | | |
|--|--------|
| (i) uit werk..... | R..... |
| (ii) uit enige ander bron (verstrek besonderhede)..... | |
| Totaal..... | R..... |
- (n) Besonderhede en bedrag van enige erfenis of ander voordele wat uit die boedel van die oorledene ontvang is of wat as gevolg van die dood van die persoon bedoel in paragraaf 6, hom/haar toekom uit enige ander bron, uitgesonderd versekerings- en/of pensioengelde.....

9. Skadevergoeding geëis:

Noukeurige besonderhede moet verstrek word ten opsigte van elkeen van die volgende items en moet, waar toepaslik, deur bewysstukke gestaaf word. (Indien nodig, kan die inligting wat by hierdie afdeling vereis word, verstrek word in 'n afsonderlike staat wat behoorlik onderteken en aan hierdie vorm geheg is.)

Item	Bedrag R
(i) Hospitaalkoste (Provinsiale hospitale).....	
(ii) Hospitaalkoste (ander hospitale).....	
(iii) Mediese koste.....	
(iv) Geraamde toekomstige mediese koste.....	
(v) Verlies aan verdienste (vanaf datum van ongeluk tot op datum hiervan).....	
(vi) Geraamde toekomstige verlies aan verdienste.....	
(vii) Geraamde verlies aan onderhoud.....	
(viii) Algemene skadevergoeding (spesifiseer of vir pyn en lyding, permanente ongeskiktheid, ens.).....	
Totaal.....	R.....

[Kyk ook Opmerking (ii) bo-aan vorm.]

10. Indien die persoon genoem in paragraaf 6 hierbo in die loop van sy/haar diens gedood of beseer is meld—

- (i) of die eiser geregtig is op skadeloosstelling ingevolge die Ongevallewet, 1941 (Wet 30 van 1941), soos gewysig. (JA of NEE).....
- (ii) Indien JA, meld of die Ongevallekommissaris of sy/haar werkgewer, na gelang van die geval, in kennis gestel is dat 'n eis teen die bevoegde versekeraar genoem in paragraaf 1, ingestel word. (JA of NEE).....
- (iii) Indien JA, verstrek datum en besonderhede van sodanige kennisgewing en meld deur wie aldus kennis gegee is.....
- (iv) Indien die eiser alreeds 'n bedrag as skadeloosstelling ingevolge die Ongevallewet ontvang het, meld bedrag.....

Ek verklaar hierby dat al die inligting in hierdie vorm vervat, na my beste wete en oortuiging waar en korrek is.

Geteken te....., op hede die..... dag van..... 19.....

As getuies:

1.

2.

Handtekening van eiser (genoem in paragraaf 2) of sy/haar gemagtigde verteenwoordiger. (Indien bostaar die handtekening nie dié van die eiser is nie, moet skrifte. ike bewys dat hy gemagtig is om as verteenwoordiger van die eiser op te tree hierdie vorm vergesel.)

MEDIËSE VERSLAG

Opmerkings:

- (i) Regulasie 16(1) (b) bepaal dat hierdie verslag ingevul moet word deur die geneesheer wat die oorledene of beseerde persoon behandel het vir die liggaamlike beserings wat hy opgedoen het in die voorval waaruit die eis voortspruit, of deur die superintendent (of sy verteenwoordiger) van die hospitaal waar die oorledene of beseerde vir sodanige liggaamlike beserings behandel is.
- (ii) Waar blokke vir die antwoord op 'n vraag verskaf word, plaas 'n kruis in die toepaslike blok.

1. (a) Naam van persoon op wie hierdie verslag betrekking het.....

(b) Is u daarvan oortuig dat hierdie persoon die persoon is wat in paragraaf 6 van die eisvorm gemeld word? JA ☐ NEE ☐

2. Datum waarop vir die eerste maal gesien na die ongeluk.....

3. Het u hom/haar te eniger tyd voor die ongeluk behandel? JA ☐ NEE ☐

Indien JA, meld datum van laaste sodanige behandeling en aard van ongesteldheid.....

4. Liggaamsdele beseer en mate van besering:

	Kop	Borskas	Nek	Buik	Rug	Boonste ledemate	Onderste ledemate	Bekken
Gering.....	☐	☐	☐	☐	☐	☐	☐	☐
Taamlik ernstig.....	☐	☐	☐	☐	☐	☐	☐	☐
Ernstig.....	☐	☐	☐	☐	☐	☐	☐	☐

5. (a) Verstrek volledige besonderhede van die aard van die beserings en enige komplikasies (byvoorbeeld gebreke ribbes met hemotoraks, ope breuk van linkerskeenbeen, skending, ens.).....

(b) meld die behandeling wat tot op datum gegee is.....

6. Sal die persoon, na verwag word, permanent ongeskik wees? JA ☐ NEE ☐

Indien JA, verstrek volledige besonderhede.....

Indien NEE, het sy/haar toestand gestabiliseer geraak?.....

7. Word daar spesialisbehandeling gegee? JA ☐ NEE ☐

Indien JA, meld naam en adres van spesialis.....

8. (a) Is daar na verwagting toekomstige mediese behandeling nodig? JA ☐ NEE ☐
- (b) Indien JA:
- (i) Wat is die waarskynlike aard van sodanige behandeling en ten opsigte van watter beserings?.....
- (ii) Verwagte datum daarvan.....
- (iii) Verwagte duur daarvan.....
- (iv) Geraamde koste daarvan (indien moontlik) R.....
- (c) Word daar verwag dat opnemings in 'n hospitaal in verband met die toekomstige behandeling genoem in (a) hierbo nodig sal wees? JA ☐ NEE ☐
- (d) Indien JA, meld:
- (i) Verwagte datum van opnemings in hospitaal.....
- (ii) Verwagte duur van verblyf in hospitaal.....
9. Het die beserings enige patologiese toestand wat voorheen bestaan het, vererger? JA ☐ NEE ☐
10. Het enige sodanige patologiese toestand wat voorheen bestaan het die gevolge van 'n trauma vererger? JA ☐ NEE ☐
11. Indien die antwoord op of 9 of 10 hierbo JA is, verstrek volledige besonderhede.....
12. Is die persoon in 'n hospitaal/verpleeginrigting gehou? JA ☐ NEE ☐
- Indien JA, meld:
- (a) Naam en adres van hospitaal/verpleeginrigting.....
- (b) Hospitaalverwysingsnommer (indien bekend).....
- (c) Datum waarop hy/sy ontslaan is of na verwagting ontslaan sal word.....
13. Indien hy/sy op datum van ongeluk in diens was, meld datum van verwagte terugkeer na diens.....
14. Waar die uiteinde noodlottig was, meld:
- (a) Datum van dood..... (b) Oorsaak.....
- (c) Het enige patologiese toestand wat voorheen bestaan het, bygedra tot die dood? JA ☐ NEE ☐
- (d) Indien JA, verstrek volledige besonderhede.....

Naam van geneesheer.....

Handtekening.....

Kwalifikasies.....

Adres.....

Datum.....

WET OP VERPLIGTE MOTORVOERTUIGVERSEKERING, 1972 (WET 56 VAN 1972)

MVA 14

EIS VIR BYKOMSTIGE KOSTE OOREENKOMSTIG ARTIKEL 26 VAN WET 56 VAN 1972

TOELIGTING

- (i) 'n Afsonderlike vorm moet ten opsigte van elke derde party aan wie goedere of dienste gelewer is, ingevul en by die betrokke bevoegde versekeraar ingedien word, en ingeval 'n eis teen meer as een bevoegde versekeraar ingestel word uit hoofde van dieselfde ongeluk, moet 'n afsonderlike vorm ingevul en by elke sodanige versekeraar ingedien word.
- (ii) Artikel 26 (2), gelees met artikel 25 van Wet 56 van 1972, bepaal onder andere dat 'n eis ooreenkomstig artikel 26 die besonderhede moet bevat soos vermeld in 'n vorm wat by regulasie voorgeskryf word. Met die oog op hierdie bepaling van die Wet, moet hierdie vorm in al sy besonderhede ingevul word. 'n Duidelike antwoord moet verstrek word op elke vraag, en as 'n vraag nie op die eis van toepassing is nie, moet die woorde "nie van toepassing nie" ingevoeg word. 'n Vorm wat aftikmerkies, strepies, skrappings en veranderings bevat wat nie deur 'n handtekening bevestig is nie, word geag nie behoorlik ingevul te wees nie.
- (iii) Genoemde artikel, gelees met genoemde artikel 25, bepaal voorts dat sodanige eis per aangetekende pos gestuur of per hand afgelewer moet word aan die bevoegde versekeraar by sy geregistreerde kantoor of plaaslike takkantoor, en dat die bevoegde versekeraar, in die geval van aflewering per hand, ten tyde van die aflewering die ontvangs daarvan en die datum van sodanige ontvangs skriftelik moet erken.

1. Naam van bevoegde versekeraar teen wie eis ingestel word.....

2. Eiser:

(a) Volle naam en adres.....

(b) Indien die eiser 'n geneesheer of tandarts is, meld:

(i) Geregistreerde kwalifikasies.....

(ii) Of hy 'n algemene praktisyn of geregistreerde spesialis is.....

(iii) Volle naam van beseerde derde party wat behandeling ontvang of ontvang het.....

(iv) Name van al die hospitale of ander inrigtings waarin die derde party behandel is of behandel word.....

(v) Hospitaalverwysingsnommer (indien bekend).....

(vi) Klassifikasie van pasiënt vir hospitaaldoeleindes (privaat- of hospitaalpasiënt).....

(vii) Aard van beserings deur derde party opgedoen.....

(viii) Datums, duur en aard (met inbegrip van snykundige operasies) van die behandeling wat gegee is.....

(ix) Bedrag geëis vir gelewerde dienste (spesifiseer in die besonder die werklike dienste gelewer).....	R
.....	
Totaal.....	R.....
(x) Bedrag geëis vir materiaal gelewer en werklik gebruik by behandeling (verstrek besonderhede).....	R
.....	
Totaal.....	R.....
(xi) As die bedrae genoem in subparagrafe (ix) en (x) hierbo, ook van 'n ander bevoegde versekeraar geëis word, verstrek besonderhede.....	
(c) Indien die eiser 'n hospitaal of verpleeginrigting is, meld:	
(i) Volle naam van beseerde derde party wat behandeling ontvang of ontvang het.....	
(ii) Naam van hospitaal/hospitale of verpleeginrigting/s waar behandeling gegee word of gegee is.....	
(iii) Hospitaalverwysingsnommer.....	
(iv) Tydperk van behandeling in hospitaal/hospitale of verpleeginrigting/s ten opsigte waarvan eis ingestel word: Vanaf.....tot.....	
(v) (1) Getal dae.....teen.....per dag.....	R
(2) Buitepasiëntbehandelings.....teen.....elk.....	
(3) Operasiekamer.....	
(4) Ander (spesifiseer).....	
.....	
Totaal.....	R.....
(d) As die eiser 'n apteker of ander verskaffer van goedere aan die derde party is, meld:	
(i) Volle naam van derde party aan wie goedere gelewer is.....	
(ii) Naam van apteker of verskaffer.....	
(iii) Datum en besonderhede van goedere gelewer (spesifiseer).....	R
.....	
Totaal.....	R.....
(e) Indien die eiser 'n verpleegster/verpleër is, meld:	
(i) Volle naam van derde party wat behandeling en/of dienste ontvang het.....	
(ii) Naam van verpleegster/verpleër en geregistreerde kwalifikasies.....	
(iii) Datum en duur van behandeling en/of dienste gelewer.....	
(iv) Besonderhede van behandeling en/of dienste gelewer (spesifiseer).....	R
.....	
Totaal.....	R.....
3. Besonderhede van motorvoertuig verseker deur die bevoegde versekeraar genoem in paragraaf 1 (indien bekend):	
(a) Registrasieletters en -nommer.....	
(b) Teken-/Versekeringsverklaringnommer.....	

Handtekening van eiser

MVA 22

WET OP VERPLIGTE MOTORVOERTUIGVERSEKERING, 1972 (WET 56 VAN 1972)
EIS OM SKADEVERGOEDING EN MEDIESE VERSLAG KRAGTENS ARTIKELS 7 (2) EN 25
VAN WET 56 VAN 1972 EN REGULASIES 5 EN 6

Opmerkings:

- (i) Daar moet 'n afsonderlike vorm ingevul en by die MOTORVOERTUIGASSURANSIEFONDS ingedien word ten opsigte van elke persoon of oordelede ten opsigte van wie se besering of dood 'n skadevergoedingeis ingestel word.
- (ii) Ten einde die MOTORVOERTUIGASSURANSIEFONDS in staat te stel om hierdie eis spoedig af te handel, is dit noodsaaklik dat al die vereiste stawende bewyse en state hierdie vorm vergesel en in die geval van paragraaf 9 van hierdie vorm is dit wenslik om ook—
 - (a) alle regsmediese verslae in besit van die eiser aan te heg; en
 - (b) in verband met 'n eis vir toekomstige verlies aan verdienste, op 'n afsonderlike staat aan te dui hoe sodanige verlies bereken is.
- (iii) Skriftelike magtiging tot inspeksie deur of namens die MOTORVOERTUIGASSURANSIEFONDS van alle rekords met betrekking tot die beseerde of oordelede wat in besit is van enige hospitaal of geneesheer moet hierdie vorm vergesel.
- (iv) Paragrafe 1 tot 4 asook paragraaf 6 (a) hieronder moet ingevul word voordat die vorm aan die geneesheer voorgelê word vir voltooiing van die Mediese Verslag.

1. (a) (i) Volle naam en woonadres van eiser.....
 (ii) Burgerskap.....
 (iii) Identiteitsnommer..... of (iv) Paspootnommer.....
- (b) Indien die eiser skadevergoeding namens 'n ander persoon/persone as homself/haarself eis, meld—
 (i) Die hoedanigheid waarin die eiser optree.....
 (ii) Naam en adres van persoon/persone namens wie skadevergoeding geëis word.....
 (iii) Identiteitsnommer van sodanige persoon..... of (iv) Paspootnommer.....
 (v) Verwantskap van eiser aan sodanige persoon/persone.....
 (In die geval van 'n eis vir verlies aan onderhoud, of 'n eis ten behoeve van iemand anders, moet fotokopieë van die tersaaklike huweliks- en geboortesertifikate, na gelang van die geval, hierdie vorm vergesel of op versoek verstrek word.)
2. Meld of die eis ingevolge regulasie 5 of regulasie 6 ingestel word.....
3. (i) Indien die eis kragtens regulasie 5 ingestel word: Besonderhede van onversekerde motorvoertuig:
 (a) Naam en adres van eienaar.....
 (b) Registrasieletters en -nommer.....
 (c) Naam en adres van die bestuurder ten tyde van die ongeluk (indien bekend).....
 (d) Datum waarop vorm MVA 13 aan eienaar beteken is.....
 (e) Bewys dat die motorvoertuig wel onverseker was. (Moet op 'n afsonderlike staat wat aan hierdie vorm geheg is, verstrek word.)
 (ii) Indien die eis kragtens regulasie 6 ingestel word:
 (a) Beskrywing van ongeïdentifiseerde voertuig (indien bekend).....
 (b) Meld welke pogings aangewend is om die identiteit van die eienaar of bestuurder van die voertuig en die bevoegde versekeraar wat die voertuig mag verseker het, vas te stel. (Moet op 'n afsonderlike staat wat aan hierdie vorm geheg is, verstrek word.)
4. Besonderhede van die ongeluk waarin die voertuig beskryf in paragraaf 3, betrokke was:
 (a) Datum..... Tyd.....
 (b) Plek.....
 (c) Polisiestasie waar ongeluk aangegee is en verwysingsnommer van Polisie (indien bekend).....
 (d) Volledige beskrywing van die ongeluk asook 'n rowwe skets van die toneel van die ongeluk, gestaaf deur 'n beëdigde verklaring van eiser en van enige ooggetuie (as daar is). (Moet op 'n afsonderlike staat wat aan hierdie vorm geheg is, verstrek word.) Heg ook afskrifte aan van die Polisieverslag en -plan, indien beskikbaar.
5. Besonderhede van ander voertuie in ongeluk betrokke (indien bekend):

	(i)	(ii)	(iii)
(a) Registrasieletters en -nommer.....			
(b) (i) Naam van eienaar.....			
(ii) Adres (indien bekend).....			
(iii) Beroep (indien bekend).....			
(c) (i) Naam van bestuurder ten tyde van ongeluk.....			
(ii) Adres (indien bekend).....			
(d) Teken-/Versekeringsverklaringnommer (indien bekend).....			
(e) Naam van versekeraar.....			

6. Besonderhede van persoon ten opsigte van wie se liggaamlike besering of dood skadevergoeding geëis word:
 (a) Volle naam en adres.....
 (b) (i) Identiteitsnommer..... of (ii) Paspootnommer.....
 (c) Geslag.....
 (d) Geboortedatum.....
 (e) Ras.....
 (f) Huwelikstaat op datum van ongeluk (Meld of nooit getroud nie, getroud, geskei, weduwee, wewenaar of geregtelik geskei).....
 (g) Indien getroud, meld of getroud in of buite gemeenskap van goed of volgens gebruikelike verbintenis.....
 (h) Besigheid of beroep.....
 (i) Het hy/sy ten tyde van die ongeluk in een van die voertuie wat in of paragraaf 3 of paragraaf 5 beskryf word, gereis? (JA of NEE).....
 (j) Indien JA, meld (i) registrasieletters en -nommer van voertuig..... en (ii) as passasier of bestuurder.....
 (k) Indien hy/sy nie as 'n passasier of bestuurder in een van die voertuie wat in of paragraaf 3 of paragraaf 5 beskryf word, gereis het nie, (i) waarmee het hy/sy gereis?..... of (ii) was hy/sy 'n voetganger?.....
 (l) Naam en adres van gewone geneesheer (indien daar is).....
 (m) Name en adresse van alle geneesheer wat hom/haar na die ongeluk behandel het (indien bekend).....
 (n) (i) By watter hospitaal of verpleeginrigting of ander plek (indien daar is) het hy/sy behandeling na die ongeluk ontvang.....
 (ii) vir hoe lank as binnepasiënt (vanaf..... tot.....) en of buitepasiënt (vanaf..... tot.....)?
 (iii) Klassifikasie vir hospitaaldoeleindes (hospitaal- of privaatpasiënt).....
 (iv) Hospitaalverwysingsnommer (indien bekend).....
 (o) Het hy/sy onmiddellik voor die ongeluk aan 'n liggaamlike gebrek of swakheid gely? (JA of NEE).....
 (p) Indien JA, verstrek besonderhede.....
 (q) Is hy/sy in die loop van sy/haar diens gedood of beseer?.....
7. Indien die persoon in paragraaf 6 genoem, noodlottig beseer is, word onderstaande bykomende inligting ten opsigte van sodanige persoon vereis:
 (a) Plek waar dood plaasgevind het.....
 (b) Datum van afsterwe.....
 (c) Is dit bekend of daar 'n geregtelike doodsondersoek gehou is? (JA of NEE).....
 (d) Indien bekend, meld in watter hof..... datum.....
 en verwysingsnommer..... (Heg 'n afskrif aan van die verslag oor die nadoode ondersoek, indien beskikbaar)
 (e) Naam en adres van eksekuteur van die oordelede se boedel.....

8. Indien die persoon in paragraaf 6 genoem, noodlottig beseer is en skadevergoeding geëis word deur of namens afhanklikes van daardie persoon, word onderstaande inligting ten opsigte van elke sodanige afhanklike vereis. (Indien skadevergoeding geëis word deur of namens meer as een afhanklike, moet die inligting wat by hierdie paragraaf vereis word, ten opsigte van elke afhanklike verstrek word op 'n afsonderlike staat wat aan hierdie vorm geheg moet word.)

- (a) Volle naam en adres.....
 (b) (i) Identiteitsnommer..... of (ii) Paspoortnommer.....
 (c) Geslag.....
 (d) Geboortedatum.....
 (e) Ras.....
 (f) Verwantskap aan oorledene.....
 (Heg 'n fotokopie aan van die tersaaklike huweliks- en geboortesertifikaat, na gelang van die geval)
 (g) Huwelikstaat op datum van ongeluk (Meld of nooit getroud nie, getroud, geskei, wewenaar, weduwee of geregteik geskei).....
 (h) Indien getroud, meld of getroud in of buite gemeenskap van goed of volgens gebruiklike verbintenis.....
 (i) Besigheid of beroep.....
 (j) Ly hy/sy aan 'n liggaamlike gebrek of swakheid? (JA of NEE).....
 (k) Indien JA, verstrek volledige besonderhede.....

- (1) Besonderhede en bedrag van enige erfenis of ander voordele wat uit die boedel van die oorledene ontvang is of wat as gevolg van die dood van die persoon bedoel in paragraaf 6, hom/haar toekom uit enige ander bron, uitgesonderd versekerings- en/of pensioengelde.....

9. Skadevergoeding geëis:

Noueureige besonderhede moet verstrek word ten opsigte van elkeen van die volgende items en moet, waar toepaslik, deur bewysstukke gestaaft word. (Indien nodig, kan die inligting wat by hierdie afdeling vereis word, verstrek word in 'n afsonderlike staat wat behoorlik onderteken en aan hierdie vorm geheg is.)

Item	Bedrag R
(i) Hospitaal- en mediese koste.....	
(ii) Geraamde toekomstige mediese koste.....	
(iii) Verlies aan verdienste (vanaf datum van ongeluk tot op datum hiervan).....	
(iv) Geraamde toekomstige verlies aan verdienste.....	
(v) Geraamde verlies aan onderhoud.....	
(vi) Algemene skadevergoeding. (Spesifiseer of vir pyn en lyding, permanente ongeskiktheid ens.).....	
Totaal.....	R.....

[Kyk ook Opmerking (ii) bo-aan vorm.]

10. Indien die persoon genoem in paragraaf 6 hierbo in die loop van sy/haar diens gedood of beseer is meld—
- (i) of die eiser geregtig is op skadeloosstelling ingevolge die Ongevallewet, 1941 (Wet 30 van 1941), soos gewysig. (JA of NEE).....
 - (ii) Indien JA, meld of die Ongevallekommissaris of sy/haar werkgewer, na gelang van die geval, in kennis gestel is dat 'n eis teen die MVA-fonds of die eienaar van die betrokke voertuig ingestel word. (JA of NEE).....
 - (iii) Indien JA, meld datum en besonderhede van sodanige kennisgewing en deur wie.....
 - (iv) Indien die eiser alreeds 'n bedrag as skadeloosstelling ingevolge die Ongevallewet ontvang het, meld bedrag..... en die Ongevallekommissaris se verwysing.....

Ek verklaar hierby dat al die inligting in hierdie vorm vervat, na my beste wete en oortuiging waar en korrek is.

Geteken te, op hede die dag van 19

As getuies:

1.
2.

Handtekening van eiser (genoem in paragraaf 1) of sy/haar gemagtigde verteenwoordiger. (Indien bostaande handtekening nie dié van die eiser is nie, moet skriftelike bewys dat hy gemagtig is om as verteenwoordiger van die eiser op te tree hierdie vorm vergesel.)

MEDIESE VERSLAG

Opmerkings:

- (i) Regulasie 16 (1) (b) bepaal dat hierdie verslag ingevul moet word deur die geneesheer wat die oorledene of beseerde persoon behandel het vir sy liggaamlike beserings wat hy opgedoen het in die voorval waaruit die eis voortspruit, of deur die superintendent (of sy verteenwoordiger) van die hospitaal waar die oorledene of beseerde vir sodanige liggaamlike beserings behandel is.
- (ii) Waar blokke vir die antwoord op 'n vraag verskaf word, plaas 'n kruis in die toepaslike blok.

- (ii) Waar blokke vir die antwoord op 'n vraag verskaf word, plaas 'n kruis in die toepaslike blok.

1. (a) Naam van persoon op wie hierdie verslag betrekking het.....

- (b) Is u daarvan oortuig dat hierdie persoon die persoon is wat in paragraaf 6 van die eisvorm gemeld word? JA ☐ NEE ☐

2. Datum waarop vir die eerste maal gesien na die ongeluk.....

3. Het u hom/haar te eniger tyd voor die ongeluk behandel? JA ☐ NEE ☐

Indien JA, meld datum van laatste sodanige behandeling en aard van ongesteldheid.....

4. Liggaamsdele beseer en mate van besering:

[illegible]

5. (a) Verstrek volledige besonderhede van die aard van die beserings en enige komplikasies (byvoorbeeld gebreke ribbes met hemotoraks, ope breuk van linkerskeelbeen, skending, ens.).....
 (b) meld die behandeling wat tot op datum gegee is.....
6. Sal die persoon, na verwag word, permanent ongeskik wees? JA ☐ NEE ☐
 Indien JA, verstrek volledige besonderhede.....
 Indien NEE, het sy/haar toestand gestabiliseer geraak?.....
7. Word daar spesialisbehandeling gegee? JA ☐ NEE ☐
 Indien JA, meld naam en adres van spesialis.....
8. (a) Is daar na verwagting toekomstige mediese behandeling nodig? JA ☐ NEE ☐
 (b) Indien JA:
 (i) Wat is die waarskynlike aard van sodanige behandeling en ten opsigte van watter besering?.....
 (ii) Verwagte datum daarvan.....
 (iii) Verwagte duur daarvan.....
 (iv) Geraamde koste daarvan (indien moontlik) R.....
 (c) Word daar verwag dat opneming in 'n hospitaal in verband met die toekomstige behandeling genoem in (a) hierbo nodig sal wees?
 JA ☐ NEE ☐
 (d) Indien JA, meld:
 (i) Verwagte datum van opneming in hospitaal.....
 (ii) Verwagte duur van verblyf in hospitaal.....
9. Het die beserings enige patologiese toestand wat voorheen bestaan het, vererger? JA ☐ NEE ☐
10. Het enige sodanige patologiese toestand wat voorheen bestaan het die gevolge van 'n trauma vererger? JA ☐ NEE ☐
11. Indien die antwoord op of 9 of 10 hierbo JA is, verstrek volledige besonderhede.....
12. Is die persoon in 'n hospitaal/verpleeginrigting gehou? JA ☐ NEE ☐
 Indien JA, meld:
 (a) Naam en adres van hospitaal/verpleeginrigting.....
 (b) Hospitaalverwysingsnommer (indien bekend).....
 (c) Datum waarop hy/sy ontslaan is of na verwagting ontslaan sal word.....
13. Indien hy/sy op datum van ongeluk in diens was, meld datum van verwagte terugkeer na diens.....
14. Waar die uiteinde noodlottig was, meld:
 (a) Datum van dood..... (b) Oorsaak.....
 (c) Het enige patologiese toestand wat voorheen bestaan het, bygedra tot die dood? JA ☐ NEE ☐
 (d) Indien JA, verstrek volledige besonderhede.....

Naam van geneesheer.....

Handtekening.....

Kwalifikasies.....

Adres.....

Datum.....

MVA 1

COMPULSORY MOTOR VEHICLE INSURANCE ACT, 1972 (ACT 56 OF 1972)
 APPLICATION FOR SPECIFIC INSURANCE OF PARTICULAR MOTOR VEHICLE

(Motor dealers applying for the insurance of motor vehicles in their possession in connection with their business as motor dealers shall use form MVA 2; and the holder of a motor transport licence applying for the insurance of motor vehicles operated under such licence shall use form MVA 2A).

I/We, the undersigned, hereby apply in terms of the above-mentioned Act for the insurance of the motor vehicle described below:

1. Name of owner.....
 Address.....
2. Particulars of motor vehicle and insurance period:

Make of motor vehicle and type of body	Registration letters and number, or special or temporary permit Number	Group reference number	Area (X or Z)	Premium	
				R	c

(plus National Road Safety Council levy and stamp duty)

Insurance period: From.....19..... to19....., both dates inclusive.

Token/Insurance declaration number.....

3. (a) (i) Manner and purpose of use of vehicle.....
 (ii) Is the vehicle normally also used for the purpose of conveying persons free of charge in the course of the business or employment of the owner? (YES or NO).....
 (iii) Is the vehicle also used for the purposes of a lift club? (YES or NO).....
 (If YES, see NOTE below).
 (b) If goods vehicle, state carrying capacity as certified by manufacturers.....
 (c) If passenger service vehicle, state licensed passenger-carrying capacity.....
 (d) Is the vehicle described above in a roadworthy condition?.....

WARRANTY

I/We hereby warrant that the statements and particulars set forth above are true and correct in all respects and that the manner and purpose of use of the vehicle described in 2 above will continue to be as stated in 3 (a) above and that you will be notified in writing of any change.
 Signed at.....this.....day of.....19.....

Signature of applicant

Note.—If the vehicle is also to be insured for the purposes of a lift club, the name and address of every other member of such lift club, as well as the registration number of the vehicle used by every other member, shall be furnished on a separate statement, which shall be attached to this application.

It should be noted that only motor vehicles designed or adapted for the conveyance of not more than 9 persons, including the driver, may be insured for the purposes of a lift club.

COMPULSORY MOTOR VEHICLE INSURANCE ACT, 1972 (ACT 56 OF 1972)

MVA 3

DECLARATION OF INSURANCE

It is hereby declared that the particular motor vehicle specified in the Schedule hereto is insured in accordance with the provisions of the Compulsory Motor Vehicle Insurance Act, 1972 (Act 56 of 1972), for the period stated in the Schedule and that a token numbered as shown in the Schedule has been issued to the owner.

Signed for and on behalf of.....at.....this.....day of.....19.....

SCHEDULE

1. Name of owner.....
 Full address.....
 2. Insured motor vehicle:

Make and type of body	Registration letters and number, or special or temporary permit number	Group reference number	Area (X or Z)	Premium	
				R	c

(plus National Road Safety Council levy and stamp duty)

3. Period of insurance:
 From.....19.....to.....19....., both dates inclusive.
 Token/Insurance declaration number.....

IMPORTANT NOTICE

The aforementioned Act provides as follows:

- (1) The owner of the insured vehicle shall notify the insurer of any proposed change in the use of the vehicle or of any alteration to the vehicle itself. (Failure to do so is an offence liable, *inter alia*, to a fine of R100 or to imprisonment) (Section 18 of the Act).
- (2) If the owner transfers his ownership in this vehicle to another person he shall notify the insurer thereof on form MVA 11. (Failure to comply with this requirement carries a penalty not exceeding R50) (Section 19 of the Act).
- (3) Notice of any accident involving injury to or the death of any person resulting from the driving of the insured vehicle shall, if reasonably possible, be given to the insurer of the vehicle within fourteen days after the occurrence. (Failure to comply with this requirement is an offence carrying a penalty of R50 and may result in a right of recourse against the owner of the insured vehicle) (Sections 20 and 28 of the Act).
- (4) If this declaration of insurance also covers the use of the insured vehicle for the purposes of a lift club, the insurer shall forthwith be notified of any change in the constitution of the lift club. (Failure to do so will render the insurance in respect of the lift club invalid).

COMPULSORY MOTOR VEHICLE INSURANCE ACT, 1972 (ACT 56 OF 1972)

MVA 11

NOTICE OF CHANGE OF OWNERSHIP AND PROOF OF INSURANCE

Notice is hereby given in terms of section 19(2)/(4) of the above Act that ownership in the specifically insured motor vehicle specified in the Schedule hereto has been transferred as indicated in the Schedule.

It is hereby declared that the particulars set forth in the Schedule are true and correct in all respects.

Date.....

Signature of seller or his representative

Date.....

Signature of buyer or his representative

SCHEDULE

1. Motor vehicle:
 (a) Make and type.....
 (b) Registration letters and number.....

2. Insurance:

- (a) Name of authorized insurer.....
 (b) Insurance token number.....
 (c) Group reference number and Area (X or Z).....
 (d) Insured for the period ending 30 April 19.....

3. Owner:

- (a) Name and address of previous owner.....
 (b) Name and address of new owner.....
 (c) Manner and purpose of use of vehicle by new owner.....

4. Date of transfer.....

Noted:

Date..... Authorised insurer or any agent who issues third party insurance

IMPORTANT NOTICE

The aforesaid Act provides as follows:

- (1) Any person transferring his insured motor vehicle to another person, as well as the person to whom the vehicle is transferred, shall notify the authorized insurer concerned of the transfer. (Failure to comply with this requirement carries a penalty not exceeding R50.) (Section 19 of the Act.)
 (2) The owner of the insured vehicle shall notify the insurer of any proposed change in the use of the vehicle or of any alteration to the vehicle itself. (Failure to do so is an offence liable, *inter alia*, to a fine of R100 or to imprisonment.) (Section 18 of the Act.)
 (3) Notice of any accident involving injury to or the death of any person resulting from the driving of the insured vehicle shall, if reasonably possible, be given to the insurer within fourteen days after the occurrence. (Failure to comply with this requirement is an offence carrying a penalty of R50 and may result in a right of recourse against the owner of the insured vehicle.) (Sections 20 and 28 of the Act.)

MVA 13

COMPULSORY MOTOR VEHICLE INSURANCE ACT, 1972 (ACT 56 OF 1972)

CLAIM FOR COMPENSATION AND MEDICAL REPORT IN TERMS OF SECTIONS 21 AND 25 OF ACT 56 OF 1972 AND REGULATION 16

Notes:

- (i) A separate form shall be completed and lodged with the authorised insurer concerned in respect of each person or deceased person for whose injury or death compensation is claimed, and in the event of a claim being made against more than one authorised insurer arising out of the same accident, a separate form shall be completed and lodged with each such authorised insurer.
 (ii) In order to enable the insurer to finalise this claim at an early date it is essential that all the required supporting vouchers and statements accompany this form, and in the case of paragraph 9 of this form it is desirable also to—
 (a) attach all medico-legal reports in the possession of the claimant; and
 (b) indicate in regard to a claim for future loss of earnings on a separate statement how such loss is calculated.
 (iii) Written authority for the inspection by or on behalf of the authorised insurer of all records of the injured or deceased person which may be in the possession of any hospital or medical practitioner should also accompany this form or be furnished on request.
 (iv) Paragraphs 1 to 4 as well as paragraph 6 (a) hereunder shall be completed before submitting this form to the medical practitioner for completion of the Medical Report.

1. Name of authorised insurer from whom compensation is claimed:

2. Claimant:

- (a) (i) Full name and residential address.....
 (ii) Postal address.....
 (iii) Citizenship.....
 (iv) Identity number..... or (v) Passport number.....
 (b) If the claimant is claiming compensation on behalf of a person or persons other than himself/herself, state—
 (i) capacity in which claimant is acting.....
 (ii) name and address of person(s) on whose behalf compensation is being claimed.....
 (iii) Identity number of such person(s)..... or (iv) Passport number.....
 (v) relationship of claimant to such person(s).....

(In the case of a claim for loss of support, or on behalf of other persons, photocopies of relevant marriage and birth certificates, as the case may be, should accompany the form or be furnished on request.)

3. Particulars of motor vehicle insured by the authorised insurer named in paragraph 1:

- (a) Name and address of owner.....
 (b) Registration letters and number.....
 (c) Token/Insurance declaration number.....
 (d) Name and address of driver at time of accident (if known).....

4. Particulars of accident in which the vehicle described in paragraph 3 was involved:

- (a) Date..... time.....
 (b) Place.....
 (c) Police station to which reported and Police reference number (if known).....
 (d) Is claimant in possession of a Police report and plan?.....

5. Particulars of any other vehicles involved in accident (if known):

	(i)	(ii)	(iii)
(a) Registration letters and number.....			
(b) (i) Name of owner.....			
(ii) Address (if known).....			
(iii) Occupation (if known).....			
(c) Name and address of driver at time of accident.....			
(d) Token/Insurance declaration number (if known).....			
(e) Name of insurer.....			

6. Particulars of person in respect of whose bodily injury or death compensation is claimed:

- (a) Full name and address.....
- (b) (i) Identity number..... or (ii) Passport number.....
- (c) Sex.....
- (d) Date of birth.....
- (e) Race.....
- (f) Marital status at date of accident (state whether never married, married, divorced, widowed or legally separated).....
- (g) If married, state whether in or out of community of property or by customary union.....
- (h) Business or occupation.....
- (i) At the time of the accident was he/she travelling in one of the vehicles described in either paragraph 3 or paragraph 5? (YES or NO).....
- (j) If YES, state: (i) Registration letters and number of vehicle..... and (ii) whether passenger or driver.....
- (k) If he/she was not travelling as a passenger or driver in one of the vehicles described in either paragraph 3 or paragraph 5, (i) what was his/her mode of conveyance?..... or (ii) was he/she a pedestrian?.....
- (l) Name and address of usual medical attendant (if any).....
- (m) Names and addresses of all medical practitioners who attended him/her after the accident (if known).....
- (n) (i) At which hospital or nursing home or other place (if any), did he/she receive treatment after the accident?.....
- (ii) for what period as in-patient (from..... to.....); and
- (iii) Classification for hospital purposes (hospital patient or private patient).....
- (iv) Hospital reference number (if known).....
- (o) Was he/she suffering from any physical defects or infirmities immediately prior to the accident? (YES or NO).....
- (p) If YES, give details.....
- (q) (i) Name and address of employer at date of accident (if more than one employer, state names and addresses of all).....
- (ii) Period in his employ, from..... to.....
- (iii) Nature of work.....
- (iv) Date of resumption of work.....
- (r) Was he/she injured or killed in the course of his/her employment? (YES or NO).....
- (s) State his/her income for the 12 months immediately preceding the accident—
- (i) from employment..... R
- (ii) from any other source (give details).....

Total..... R

7. If the person named in paragraph 6 was fatally injured the following additional information is required in respect of such person:

- (a) Place where death occurred.....
- (b) Date of death.....
- (c) Is it known whether an inquest has been held? (YES or NO).....
- (d) If known, state in what court..... date.....
- and reference number..... (Attach copy of report on the post mortem examination, if available)
- (e) Name and address of the executor of the deceased's estate.....

8. If the person named in paragraph 6 was fatally injured and compensation is claimed by or on behalf of dependants of that person the following information is required in respect of each such dependant. (If compensation is claimed by or on behalf of more than one dependant the information required by this paragraph in respect of each dependant should be set out on a separate statement, which should be attached to this form.)

- (a) Full name and address.....
- (b) (i) Identity number..... or (ii) Passport number.....
- (c) Sex.....
- (d) Date of birth.....
- (e) Race.....
- (f) Relationship to deceased person.....
- (g) Marital status at date of accident (state whether never married, married, divorced, widowed or legally separated).....
- (h) If married, state whether in or out of community of property or by customary union.....
- (i) Business or occupation.....
- (j) Is he/she suffering from any physical defects or infirmities? (YES or NO).....
- (k) If YES, give full particulars.....
- (l) Name and address of employer at date of accident and how long employed by such employer (if more than one employer, state names and addresses of all).....

(m) State his/her income for the 12 months immediately preceding the accident—

R

- (i) from employment.....
 (ii) from any other source (give details).....

Total.....

R.....

(n) Details and amount of any inheritance or any other benefits received from the estate of the deceased or accruing from any other source as a result of the death of the person referred to in paragraph 6, other than insurance and/or pension moneys.....

9. Compensation claimed:

Precise details must be given in respect of the following items and supported by vouchers, where applicable. (If necessary, the information required by this section may be set out on a separate statement duly signed and attached to this form.)

Item	Amount R
(i) Hospital expenses (Provincial hospitals).....	
(ii) Hospital expenses (other hospitals).....	
(iii) Medical expenses.....	
(iv) Estimated future medical expenses.....	
(v) Loss of earnings (from date of accident to date hereof).....	
(vi) Estimated future loss of earnings.....	
(vii) Estimated loss of support.....	
(viii) General damages (specify whether for pain and suffering, permanent disability, etc.).....	
Total.....	R.....

[See also Note (ii) at top of form.]

10. If the person mentioned in paragraph 6 above was killed or injured in the course of his/her employment state:

- (i) Whether the claimant is entitled to compensation under the Workmen's Compensation Act, 1941 (Act 30 of 1941), as amended. (YES or NO).....
 (ii) If YES, state whether the Workmen's Compensation Commissioner or his/her employer, as the case may be, has been notified that a claim is being lodged against the authorised insurer named in paragraph 1 above (YES or NO).....
 (iii) If YES, give date and details of such notification and state by whom given.....
 (iv) If the claimant has already been compensated in terms of the Workmen's Compensation Act, state amount received..... and Workmen's Compensation Commissioner's reference.....

I hereby declare that to the best of my knowledge and belief all the information contained in this form is true and correct.

Signed at..... this..... day of..... 19.....

As witnesses:

1.
 2.

Signature of claimant (named in paragraph 2) or his/her authorised representative. (If the above signature is not that of the claimant, proof in writing that he is authorised to act as representative of the claimant must accompany this form.)

MEDICAL REPORT

Notes:

- (i) Regulation 16 (1) (b) provides that this report shall be completed by the medical practitioner who treated the deceased or injured person for the bodily injuries sustained by him in the occurrence out of which this claim arises or by the superintendent (or his representative) of the hospital in which the deceased or injured person was treated for such bodily injuries.
 (ii) Where blocks are provided for the purpose of a reply to a question, place a cross in the appropriate block.

1. (a) Name of person to whom this report relates.....

(b) Are you satisfied that this is the person named in paragraph 6 of the claim form? YES ☐ NO ☐

2. Date when first seen after accident.....

3. Did you treat him/her at any time before the accident? YES ☐ NO ☐

If YES, give date of last such treatment and nature of ailment.....

4. Parts of body injured and degree of injuries:

	Head	Chest	Neck	Abdomen	Back	Upper limbs	Lower limbs	Pelvis
Minor.....	☐	☐	☐	☐	☐	☐	☐	☐
Moderately severe.....	☐	☐	☐	☐	☐	☐	☐	☐
Severe.....	☐	☐	☐	☐	☐	☐	☐	☐

5. (a) Give full details of the nature of the injuries and any complications (e.g. fractured ribs with haemothorax, compound fracture left tibia, disfigurement, etc.).....

.....and

(b) state treatment given to date.....

6. Is permanent disability expected? YES ☐ NO ☐

If YES, give full details.....

If NO, has his/her condition become stabilised?.....

7. Is specialist treatment being given? YES ☐ NO ☐

If YES, give name and address of specialist.....

8. (a) Is future medical treatment foreseen? YES ☐ NO ☐

(b) If YES:

(i) What will the probable nature of such treatment be and in respect of which injuries?.....

(ii) Expected date thereof.....

(iii) Expected duration thereof.....

(iv) Estimated cost thereof (if possible) R.....

(c) Is hospitalisation foreseen in connection with the future treatment referred to in (a) above? YES ☐ NO ☐

(d) If YES, state:

(i) Expected date of such hospitalisation.....

(ii) Expected duration thereof.....

9. Have the injuries aggravated any pre-existing pathological condition? YES ☐ NO ☐

10. Has any such pre-existing pathological condition aggravated the effects of trauma? YES ☐ NO ☐

11. If the answer to either 9 or 10 above is YES, give full details.....

12. Has there been any confinement to a hospital/nursing home? YES ☐ NO ☐

If YES, state:

(a) Name and address of hospital/nursing home.....

(b) Hospital reference number (if known).....

(c) Date when discharged or when discharge is expected.....

13. If in employment at date of accident, state date when return to employment is expected.....

14. Where there has been a fatal termination, state:

(a) Date of death.....

(b) Cause.....

(c) Did any pre-existing pathological condition contribute to death? YES ☐ NO ☐

(d) If YES, give full details.....

Name of medical practitioner.....

Signature.....

Qualifications.....

Address.....

Date.....

COMPULSORY MOTOR VEHICLE INSURANCE ACT, 1972 (ACT 56 OF 1972)

MVA 14

CLAIM FOR INCIDENTAL EXPENSES IN TERMS OF SECTION 26 OF ACT 56 OF 1972

EXPLANATORY NOTES

- (i) A separate form shall be completed and lodged with the authorised insurer concerned in respect of each third party to whom goods have been supplied or services have been rendered, and in the event of a claim against more than one authorised insurer arising out of the same accident, a separate form shall be completed and lodged with each such insurer.
- (ii) Section 26 (2), read with section 25, of Act 56 of 1972 provides, inter alia, that a claim under section 26 shall contain the particulars set out in a form prescribed by regulation. In view of this provision of the Act this form shall be completed in all its particulars. A clear reply shall be given to each question, and if a question is not applicable to the claim, "not applicable" shall be inserted. Ticks, dashes, deletions and alterations not confirmed by a signature shall not be regarded as proper completion of the form.
- (iii) The said section, read with the said section 25, further provides that such claim shall be sent by registered post or delivered by hand to the authorised insurer at its registered office or local branch office, and that the authorised insurer shall, in the case of delivery by hand, at the time of the delivery acknowledge receipt thereof and the date of such receipt in writing.

1. Name of authorised insurer against whom claim is made.....

2. Claimant:

(a) Full name and address.....

(b) If claimant is a medical or dental practitioner, state:

(i) Registered qualifications.....

(ii) Whether general practitioner or registered specialist.....

(iii) Full name of injured third party who received or is receiving treatment.....

(iv) Names of all hospitals or other institutions in which third party was or is being treated.....

- Signature of claimant

COMPULSORY MOTOR VEHICLE INSURANCE ACT, 1972 (ACT 56 OF 1972)

Notes:

(i) A separate form shall be completed and lodged with the MOTOR VEHICLE ASSURANCE FUND in respect of each person or deceased person for whose injury or death compensation is claimed.

- (ii) In order to enable the MOTOR VEHICLE ASSURANCE FUND to finalise this claim at an early date it is essential that all the required supporting vouchers and statements should accompany this form and in the case of paragraph 9 of this form it is desirable also to—
- (a) attach all medico-legal reports in the possession of the claimant; and
- (b) indicate in regard to a claim for future loss of earnings on a separate statement how such loss is calculated.
- (iii) Written authority for inspection by or on behalf of the MOTOR VEHICLE ASSURANCE FUND of all records of the injured or deceased person which may be in the possession of any hospital or doctor shall accompany this form.
- (iv) Paragraphs 1 to 4 as well as paragraph 6 (a) hereunder shall be completed before this form is submitted to the medical practitioner for completion of the Medical Report.
1. (a) (i) Full name and residential address of claimant.....
- (ii) Citizenship.....
- (iii) Identity number..... or (iv) Passport number.....
- (b) If the claimant is claiming compensation on behalf of a person(s) other than himself/herself, state—
- (i) capacity in which claimant is acting.....
- (ii) name and address of person(s) on whose behalf compensation is being claimed.....
- (iii) Identity number of such person(s)..... or (iv) Passport number.....
- (v) relationship of claimant to such person(s).....
- (In the event of a claim for loss of support or on behalf of another person, photocopies of relevant marriage and birth certificates, as the case may be, should accompany this form or be furnished on request.)
2. State whether claim is made in terms of regulation 5 or in terms of regulation 6.....
3. (i) If claim is made in terms of regulation 5 (particulars of uninsured motor vehicle):
- (a) Name and address of owner.....
- (b) Registration letters and number.....
- (c) Name and address of driver at time of accident (if known).....
- (d) Date on which form MVA 13 was served on owner.....
- (e) Evidence that the motor vehicle was in fact uninsured (to be furnished on a separate statement attached to this form).
- (ii) If claim is made in terms of regulation 6:
- (a) Description of unidentified vehicle (if known).....
- (b) State what efforts were made to establish the identity of the owner or driver of the vehicle and the authorised insurer which may have insured the vehicle (to be furnished on a separate statement attached to this form).
4. Particulars of accident in which the vehicle described in paragraph 3 was involved:
- (a) Date..... Time.....
- (b) Place.....
- (c) Police station to which reported and Police reference number (if known).....
- (d) Detailed account of the accident, including a rough sketch of the scene of the accident supported by sworn statements by claimant and eyewitnesses (if any). (To be furnished on a separate statement attached to this form.) Also attach copies of the Police report and plan, if available.
5. Particulars of any other vehicles involved in accident (if known):
- | | (i) | (ii) | (iii) |
|--|-------|-------|-------|
| (a) Registration letters and number..... | | | |
| (b) (i) Name of owner..... | | | |
| (ii) Address (if known)..... | | | |
| (iii) Occupation (if known)..... | | | |
| (c) (i) Name of driver at time of accident..... | | | |
| (ii) Address (if known)..... | | | |
| (d) Token/Insurance declaration number (if known)..... | | | |
| (e) Name of insurer..... | | | |
6. Particulars of person in respect of whose bodily injury or death compensation is claimed:
- (a) Full name and address.....
- (b) (i) Identity number..... or (ii) Passport number.....
- (c) Sex.....
- (d) Date of birth.....
- (e) Race.....
- (f) Marital status at date of accident (state whether never married, married, divorced, widowed or legally separated).....
- (g) If married, state whether in or out of community of property or by customary union.....
- (h) Business or occupation.....
- (i) At the time of the accident was he/she travelling in one of the vehicles described in either paragraph 3 or paragraph 5? (YES or NO).....
- (j) If YES, state (i) registration letters and number of vehicle..... and (ii) whether passenger or driver.....
- (k) If he/she was not travelling as a passenger or driver in one of the vehicles described in either paragraph 3 or paragraph 5, (i) what was his/her mode of conveyance?..... or (ii) was he/she a pedestrian?.....
- (l) Name and address of usual medical attendant (if any).....
- (m) Names and addresses of all medical practitioners who attended him/her after the accident (if known).....
- (n) (i) At which hospital or nursing home or other place, if any, did he/she receive treatment after the accident?.....; and
- (ii) for what period as in-patient (from..... to.....) and/or out-patient (from..... to.....)?
- (iii) Classification for hospital purposes (hospital patient or private patient).....
- (iv) Hospital reference number (if known).....
- (o) Was he/she suffering from any physical defects or infirmities immediately prior to the accident? (YES or NO).....
- (p) If YES, give details.....
- (q) Was he/she injured or killed in the course of his/her employment?.....

7. If the person named in paragraph 6 was fatally injured the following additional information is required in respect of such person:
- Place where death occurred.....
 - Date of death.....
 - Is it known whether an inquest has been held? (YES or NO)..... date.....
 - If known, state in what court..... and reference number.....
(Attach a copy of the report on the post mortem examination, if available.)
 - Name and address of the executor of the deceased's estate.....
8. If the person named in paragraph 6 was fatally injured and compensation is claimed by or on behalf of dependants of that person the following information is required in respect of each such dependant. (If compensation is claimed by or on behalf of more than one dependant the information required by this paragraph in respect of each dependant should be set out on a separate statement, which shall be attached to this form.)
- Full name and address.....
 - (i) Identity number..... or (ii) Passport number.....
 - Sex.....
 - Date of birth.....
 - Race.....
 - Relationship to deceased person.....
(Attach photocopy of relevant marriage and birth certificates, as the case may be)
 - Marital status at date of accident (state whether never married, married, divorced, widowed or legally separated).....
 - If married, state whether in or out of community of property or by customary union.....
 - Business or occupation.....
 - Is he/she suffering from any physical defects or infirmities? (YES or NO).....
 - If YES, give full particulars.....
 - Details and amount of any inheritance or any other benefits received from the estate of the deceased or accruing from any other source as a result of the death of the person referred to in paragraph 6, other than insurance and/or pension moneys.....
9. Compensation claimed:
- Precise details shall be given in respect of each of the following items and supported by vouchers, where applicable. (If necessary, the information required by this section may be set out on a separate statement duly signed and attached to this form.)

Item	Amount R
(i) Hospital and medical expenses.....	
(ii) Estimated future medical expenses.....	
(iii) Loss of earnings (from date of accident to date hereof).....	
(iv) Estimated future loss of earnings.....	
(v) Estimated loss of support.....	
(vi) General damages (specify whether for pain and suffering, permanent disability, etc.).....	
Total.....	R.....

[See also Note (ii) at top of form.

10. If the person mentioned in paragraph 6 above was killed or injured in the course of his/her employment, state:
- Whether the claimant is entitled to compensation under the Workmen's Compensation Act, 1941 (Act 30 of 1941), as amended (YES or NO).....
 - If YES, state whether the Workmen's Compensation Commissioner or his/her employer, as the case may be, has been notified that a claim is being lodged against the MVA Fund or the owner of the vehicle concerned (YES or NO).....
 - If YES, give date and details of such notification and state by whom given.....
 - If the claimant has already been compensated in terms of the Workmen's Compensation Act, state amount received..... and Workmen's Compensation Commissioner's reference.....

I hereby declare that to the best of my knowledge and belief all the information contained in this form is true and correct.

Signed at..... this..... day of..... 19.....

As witnesses:

-
-

Signature of claimant (named in paragraph 1) or his/her authorised representative. (If the above signature is not that of the claimant, proof in writing that he is authorised to act as representative of the claimant shall accompany this form.)

Notes:

MEDICAL REPORT

- Regulation 16 (1) (b) provides that this report shall be completed by the medical practitioner who treated the deceased or injured person for the bodily injuries sustained by him in the occurrence out of which this claim arises or by the superintendent (or his representative) of the hospital in which the deceased or injured person was treated for such bodily injuries.
- Where blocks are provided for the purpose of a reply to a question, place a cross in the appropriate block.

- (a) Name of person to whom this report relates.....

(b) Are you satisfied that this is the person named in paragraph 6 of the claim form? YES ☐ NO ☐

- Date when first seen after accident.....

- Did you treat him/her at any time before the accident? YES ☐ NO ☐

If YES, give date of last such treatment and nature of ailment.....

4. Parts of body injured and degree of injuries:

	Head	Chest	Neck	Abdomen	Back	Upper limbs	Lower limbs	Pelvis
Minor.....	☐	☐	☐	☐	☐	☐	☐	☐
Moderately severe.....	☐	☐	☐	☐	☐	☐	☐	☐
Severe.....	☐	☐	☐	☐	☐	☐	☐	☐

5. (a) Give full details of the nature of the injuries and any complications (e.g. fractured ribs with haemothorax, compound fracture left tibia, disfigurement, etc.).....

(b) state treatment given to date.....and

6. Is permanent disability expected? YES ☐ NO ☐

If YES, give full details.....

If NO, has his/her condition become stabilised?.....

7. Is specialist treatment being given? YES ☐ NO ☐

If YES, give name and address of specialist.....

8. (a) Is future medical treatment foreseen? YES ☐ NO ☐

(b) If YES:

(i) What will the probable nature be and in respect of which injuries?.....

(ii) Expected date thereof.....

(iii) Expected duration thereof.....

(iv) Estimated cost thereof (if possible) R.....

(c) Is hospitalisation foreseen in connection with the future treatment referred to in (a) above? YES ☐ NO ☐

(d) If YES, state:

(i) Expected date of such hospitalisation.....

(ii) Expected duration thereof.....

9. Have the injuries aggravated any pre-existing pathological condition? YES ☐ NO ☐10. Has any such pre-existing pathological condition aggravated the effects of trauma? YES ☐ NO ☐

11. If the answer to either 9 or 10 above is YES, give full details.....

12. Has there been any confinement to a hospital/nursing home? YES ☐ NO ☐

If YES, state:

(a) Name and address of hospital/nursing home.....

(b) Hospital reference number (if known).....

(c) Date when discharged or when discharge is expected.....

13. If in employment at date of accident, state date when return to employment is expected.....

14. Where there has been a fatal termination, state:

(a) Date of death.....

(b) Cause.....

(c) Did any pre-existing pathological condition contribute to death? YES ☐ NO ☐

(d) If YES, give full details.....

Name of medical practitioner.....

Signature.....

Qualifications.....

Address.....

Date.....

No. R. 1767

1 September 1978

PADVERVOERREGULASIES, 1977.—KORREKSIE-
KENNISGEWING

Paragraaf 6 van Goewermentskennisgewing R. 1491 van 21 Julie 1978, word hierby deur die onderstaande paragraaf vervang:

"6. Regulasie 25 (3) word deur die volgende regulasie vervang:

'Die letters en syfers wat by die aanbring van gegewens ingevolge subregulasie (1) of by die aanbring van die kennisgewing ingevolge subregulasie (2) gebruik word, moet die minimum afmetings hê wat in regulasie 2 (2) uiteengesit is.'"

No. R. 1767

1 September 1978

ROAD TRANSPORTATION REGULATIONS, 1977.—
CORRECTION NOTICE

Paragraph 6 of Government Notice R. 1491 of 21 July 1978, is hereby corrected by the substitution of the following paragraph:

"6. The following regulation is substituted for regulation 25 (3):

'The letters and figures used in the inscription of particulars in terms of subregulation (1) or of the notice in terms of subregulation (2) shall have the minimum dimensions specified in regulation 2 (2).'

Werk mooi daarmee.
Ons leef  daarvan

Use it.
Don't abuse  it.
water is for everybody

INHOUD

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