



STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA
REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

REGULASIEKOERANT No. 3351

REGULATION GAZETTE No. 3351

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DECEMBER

[No. 7965

GOEWERMENSKENNISGEWINGS

**DEPARTEMENT VAN BINNELANDSE
AANGELEENTHEDE**

No. R. 2792 24 Desember 1981
REGULASIES KRAGTENS DIE WET OP ONDERWYS
VIR KLEURLINGE, 1963 (WET 47 VAN 1963).—
WYSIGING

Die Minister van Binnelandse Aangeleenthede het kragtens artikel 34 van die Wet op Onderwys vir Kleurlinge, 1963 (Wet 47 van 1963), die regulasies afgekondig by Goewermenskennisgewing R. 1898 van 21 November 1963 in Regulasiekoerant 257 van 4 Desember 1963, soos gewysig, met ingang van 1 Desember 1981 ge-wysig soos in die Bylae hiervan uiteengesit.

BYLAE

Regulasie Y5 word gewysig deur subregulasie 5.2 deur die volgende te vervang:

“Y5.2 Die gelde betaalbaar deur 'n kandidaat ten opsigte van die hernasien van eksamenantwoorde word deur die Sekretaris in oorleg met die Sekretaris van die Tesourie bepaal.”.

DEPARTEMENT VAN FINANSIES

No. R. 2780 24 Desember 1981
DOEANE- EN AKSYNSWET, 1964
WYSIGING VAN BYLAE 1 (No. 1/1/802)

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.

D. W. STEYN, Adjunk-minister van Finansies.

BYLAE

I		II	III		IV
Tariefpos		Statistiese Eenheid	Skaal van Reg		
			Algemeen	M.B.N.	
29.04	Deur subpos No. 29.04.82 deur die volgende te vervang: “29.04.82 Sorbitol: .10 Solied .20 Vloeibaar	kg	20% of 48,5c per kg min 80%		
		kg	20% of 48,5c per kg min 80%”		

Opmerking.—Die skaal van reg op sorbitol word van 20% of 43c per kg min 80% na 20% of 48,5c per kg min 80% gewysig.

SCHEDULE

I Tariff Heading	II Statistical Unit	III Rate of Duty		IV
		General	M.F.N.	
29.04 By the substitution for subheading No. 29.04.82 of the following: "29.04.82 Sorbitol: .10 Solid .20 Liquid	kg kg	20% or 48,5c per kg less 80% 20% or 48,5c per kg less 80%"		

Note.—The rate of duty on sorbitol is amended from 20% or 43c per kg less 80% to 20% or 48,5c per kg less 80%.

No. R. 2781

24 Desember 1981

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/1/803)

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.

D. W. STEYN, Adjunk-minister van Finansies.

No. R. 2781

24 December 1981

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/1/803)

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.

D. W. STEYN, Deputy Minister of Finance.

BYLAE

I Tariefpos	II Statistiese Eenheid	III Skaal van Reg		IV
		Algemeen	M.B.N.	
68.13 Deur tariefpos No. 68.13 deur die volgende te vervang: "68.13 Bewerkte asbes en artikels daarvan (byvoorbeeld, asbesbord, -draad en -stof; asbeskласie, asbeslasdigting), versterk al dan nie (uitgesonderd goedere wat in pos No. 68.14 vermeld word); mengsels met 'n basis van asbes en mengsels met 'n basis van asbes en magnesiumkarbonaat, en artikels van sodanige mengsels:				
68.13.05 Bewerkte asbesvesels; mengsels met 'n basis van asbes en mengsels met 'n basis van asbes en magnesiumkarbonaat	kg	vry		
68.13.20 Garing en draad	kg	vry		
68.13.27 Koorde en stringe, hetsy gevleg al dan nie	kg	vry		
68.13.33 Weef- of breistowwe	kg	vry		
68.13.37 Kласie, kласiebykomstighede, skoeisel en hoofdeksels: .10 Kласie en hoofdeksels .90 Ander		15% 20%		
68.13.45 Papier, persbord en vilt: .10 Persbord, met 'n dikte van minstens 1 mm, nie versterk en wat nie bygevoegde rubber bevat nie .90 Ander	kg	15% of 75c per kg min 85%		
68.13.55 Saamgeperste asbesvesellasdigting, in velle of rolle, nie elders voorsien nie	kg	vry		
68.13.90 Ander	kg	vry"		

Opmerking.—Tariefpos No. 68.13 word herskryf.

SCHEDULE

I Tariff Heading	II Statistical Unit	III Rate of Duty		IV
		General	M.F.N.	
68.13 By the substitution for tariff heading No. 68.13 of the following: "68.13 Fabricated asbestos and articles thereof (for example, asbestos board, thread and fabric; asbestos clothing, asbestos jointing), reinforced or not (excluding goods falling within heading No. 68.14); mixtures with a basis of asbestos and mixtures with a basis of asbestos and magnesium carbonate, and articles of such mixtures:				
68.13.05 Fabricated asbestos fibres; mixtures with a basis of asbestos and mixtures with a basis of asbestos and magnesium carbonate	kg	free		

I Tariff Heading	II Statistical Unit	III Rate of Duty		IV
		General	M.F.N.	
68.13.20 Yarn and thread	kg	free		
68.13.27 Cords and strings, whether or not plaited	kg	free		
68.13.33 Woven or knitted fabrics	kg	free		
68.13.37 Clothing, clothing accessories, footwear and headgear:				
.10 Clothing and headgear		15%		
.90 Other		20%		
68.13.45 Paper, millboard and felt:				
.10 Millboard, with a thickness of 1 mm or more, not reinforced and not containing added rubber	kg	15% or 75c per kg less 85%		
.90 Other	kg	free		
68.13.55 Compressed asbestos fibre jointing, in sheets or rolls, not elsewhere provided for	kg	free		
68.13.90 Other	kg	free"		

Note.—Tariff heading No. 68.13 is restated.

No. R. 2782

24 Desember 1981

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/1/804)

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.

D. W. STEYN, Adjunk-minister van Finansies.

No. R. 2782

24 December 1981

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/1/804)

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.

D. W. STEYN, Deputy Minister of Finance.

BYLAE

I Tariefpos	II Statistiese Eenheid	III Skaal van Reg		IV M.B.N.
		Algemeen		
84.59 Deur na subpos No. 84.59.50 die volgende in te voeg:				
"84.59.55 Klepaandrywers	getal	vry"		
84.61 Deur tariefpos No. 84.61 deur die volgende te vervang:				
"84.61 Krane, afsluiters, kleppe en dergelike toestelle, vir pype, ketelrompe, tenke, vate en soortgelyke goedere, met inbegrip van drukverminderingskleppe en termostatiesbeheerde kleppe:				
84.61.01 Veiligheidskleppe, met inbegrip van asem- of ontlugkleppe en drukverminderingskleppe:				
.10 Van 'n soort gewoonlik met huishoudelike warmwaterstelsels gebruik	getal	15%		
.20 Asem- of ontlugkleppe	getal	vry		
.90 Ander	getal	vry		
84.61.03 Druk- of vloei-beheerklappe, van 'n soort gewoonlik met huishoudelike warmwaterstelsels gebruik	getal	15%		
84.61.07 Druk- of vloei-beheerklappe, outomaties (uitgesonderd dié van 'n soort gewoonlik met huishoudelike warmwaterstelsels gebruik)	getal	vry		
84.61.09 Termostatiesbeheerde kleppe	getal	vry		
84.61.11 Kleppe van 'n soort gewoonlik met opblaasbare artikels gebruik:				
.10 Vir rubberbuite- en -binnebande	getal	30%		
.90 Ander	getal	20%		
84.61.13 Spoelklappe van 'n soort gewoonlik met spoelklosetpanne, urinale en vuilwaterbakke gebruik	getal	15%		
84.61.15 Kleppe met glas, keramiese stof of politetrahaloetiline uitgevoer	getal	vry		
84.61.17 Kleppe uitkenbaar as vir gebruik slegs of hoofsaaklik in verkoelingstelsels, geskik vir gebruik met pype met 'n binnedeursnee van hoogstens 15 mm	getal	vry		
84.61.20 Brandblustoestelle	getal	vry		
84.61.30 Slangtoebehore (uitgesonderd brandblustoestelle)	kg	20%		
84.61.40 Wasbak-, bad-, stort- en opwasbakafvoerstukke en proppe daarvoor	getal	20%		
84.61.46 Kondensaatpotte, uitkenbaar as vir gebruik slegs of hoofsaaklik met stoom- of saamgeperste lugstelsels	getal	5%		

I Tariefpos	II Statistiese Eenheid	III Skaal van Reg		IV M.B.N.
		Algemeen		
84.61.50	Slang- en wasbaptapkrane, staankrane, watermengkrane (bad-, wasbak-, bidet-, stort- of opwasbaktipe), storteenhede, watertenksluitkrane, kooktoestelkrane en aftapbeslagringe vir gebruik met aftappype met 'n binnedeursnee van hoogstens 25 mm	getal	15%	
84.61.53	Prosesbeheerklappe, outomaties, nie elders vermeld of ingesluit nie	getal	vry	
84.61.55	Vlotterklappe, nie elders vermeld of ingesluit nie:			
	.10 Vir gebruik met pype met 'n binnedeursnee van hoogstens 25 mm	getal	15%	
	.20 Vir gebruik met pype met 'n binnedeursnee van meer as 25 mm	getal	5%	
84.61.57	Koeëklappe, nie elders vermeld of ingesluit nie:			
	.10 Van geelkoper of brons	getal	vry	
	.20 Van kunsplastiekstof	getal	vry	
	.90 Ander	getal	25%	
84.61.59	Vleuelklappe, nie elders vermeld of ingesluit nie:			
	.10 Van kunsplastiekstof	getal	vry	
	.90 Ander	getal	25%	
84.61.61	Terugslagklappe, nie elders vermeld of ingesluit nie	getal	5%	
84.61.63	Diafragmakleppe, nie elders vermeld of ingesluit nie	getal	5%	
84.61.65	Sluiskleppe, nie elders vermeld of ingesluit nie:			
	.05 Van koperlegerings, geflens	getal	5%	
	.10 Van koperlegerings, nie geflens nie, vir gebruik met pype met 'n binnedeursnee van hoogstens 15 mm	getal	5%	
	.15 Van koperlegerings, nie geflens nie, vir gebruik met pype met 'n binnedeursnee van meer as 15 mm maar hoogstens 32 mm	getal	10% of 30c elk met 'n maksimum van 30%	
	.20 Van koperlegerings, nie geflens nie, vir gebruik met pype met 'n binnedeursnee van meer as 32 mm maar hoogstens 80 mm	getal	10% of 75c elk met 'n maksimum van 30%	
	.25 Van koperlegerings, nie geflens nie, vir gebruik met pype met 'n binnedeursnee van meer as 80 mm	getal	5%	
	.30 Van gietyster, vir gebruik met pype met 'n binnedeursnee van hoogstens 50 mm	getal	5%	
	.35 Van gietyster, vir gebruik met pype met 'n binnedeursnee van meer as 50 mm maar hoogstens 80 mm	getal	5% of 500c elk	
	.40 Van gietyster, vir gebruik met pype met 'n binnedeursnee van meer as 80 mm maar hoogstens 200 mm	getal	5% of 600c elk	
	.45 Van gietyster, vir gebruik met pype met 'n binnedeursnee van meer as 200 mm	getal	5% of 1 000c elk	
	.50 Van staal (uitgesonderd legeringstaal), vir gebruik met pype met 'n binnedeursnee van hoogstens 50 mm	getal	5%	
	.55 Van staal (uitgesonderd legeringstaal), vir gebruik met pype met 'n binnedeursnee van meer as 50 mm maar hoogstens 125 mm	getal	5%	
	.60 Van staal (uitgesonderd legeringstaal), vir gebruik met pype met 'n binnedeursnee van meer as 125 mm maar hoogstens 305 mm	getal	5%	
	.65 Van staal (uitgesonderd legeringstaal), vir gebruik met pype met 'n binnedeursnee van meer as 305 mm	getal	5%	
	.90 Ander	getal	5%	
84.61.67	Bolklappe, nie elders vermeld of ingesluit nie	getal	5%	
84.61.69	Propklappe, nie elders vermeld of ingesluit nie	getal	5%	
84.61.71	Skietklappe, nie elders vermeld of ingesluit nie:			
	.10 Uitkenbaar as vir gebruik met pneumatiese of hidrouliese toerusting	getal	vry	
	.90 Ander	getal	5%	
84.61.73	Lugontlaskleppe, nie elders vermeld of ingesluit nie	getal	5%	
84.61.90	Ander krane, afsluiters, kleppe en soortgelyke toestelle	getal	5%	
84.61.99	Onderdele:			
	.05 Vir veiligheids-, drukverminderings-, druk- of vloeibeheerklappe, van 'n soort gewoonlik met huishoudelike warmwaterstelsels gebruik		15%	

I Tariefpos	II Statistiese Eenheid	III Skaal van Reg		IV M.B.N.
		Algemeen		
.10 Vir kleppe van 'n soort gewoonlik met rub- berbuite- en -binnebande gebruik		30%		
.15 Vir kleppe van 'n soort gewoonlik met ander opblaasbare artikels gebruik		20%		
.20 Vir spoelkleppe van 'n soort gewoonlik met spoelklosetpanne, urinale en vuilwa- terbakke gebruik		15%		
.25 Vir slangtoebehore (uitgesonderd dié van brandblustoestelle)		20%		
.30 Vir wasbak-, bad-, stort- en opwasbakaf- voerstukke en proppe daarvoor		20%		
.35 Vir slang- en wasbaktapkrane, staankrane, watermengkrane (bad-, wasbak-, bidet-, stort- of opwasbaktipe), storteenhede, watertenksluitkrane en kooktoestelkrane		15%		
.40 Vir vlotterkleppe vir gebruik met pype met 'n binnedeursnee van hoogstens 25 mm		15%		
.45 Vir koeëlleppe		25%		
.50 Vir vleuelkleppe		25%		
.55 Van koperlegerings, vir sluiskleppe		10%		
.90 Ander		vry		

Opmerkings.—1. Spesifieke voorsiening, vry van reg, word gemaak vir klepaandrywers.

2. Tariefpos No. 84.61 word herskryf en die skale van reg op sekere krane, afsluiters, kleppe en dergelike toestelle word gewysig.

SCHEDULE

I Tariff Heading	II Statistical Unit	III Rate of Duty		IV M.F.N.
		General		
84.59 By the insertion after subheading No. 84.59.50 of the follow- ing: "84.59.55 Valve actuators	no.	free		
84.61 By the substitution for tariff heading No. 84.61 of the follow- ing: "84.61 Taps, cocks, valves and similar appliances, for pipes, boiler shells, tanks, vats and the like, including pressure reducing valves and thermostatically controlled valves:				
84.61.01 Safety valves, including breather or vent valves and pressure reducing valves:				
.10 Of a kind commonly used with domestic hot water systems	no.	15%		
.20 Breather or vent valves	no.	free		
.90 Other	no.	free		
84.61.03 Pressure or flow control valves, of a kind com- monly used with domestic hot water systems	no.	15%		
84.61.07 Pressure or flow control valves, automatic (ex- cluding those of a kind commonly used with domestic hot water systems)	no.	free		
84.61.09 Thermostatically controlled valves	no.	free		
84.61.11 Valves of a kind commonly used with inflatable articles:				
.10 For rubber tyres and inner tubes	no.	30%		
.90 Other	no.	20%		
84.61.13 Flush valves of a kind commonly used with wa- ter closet pans, urinals and slop hoppers	no.	15%		
84.61.15 Valves lined with glass, ceramic material or polytetrahaloethylenes	no.	free		
84.61.17 Valves identifiable for use solely or principally in refrigeration systems, suitable for use with pipes with an inside diameter not exceeding 15 mm	no.	free		
84.61.20 Fire-extinguishing appliances	no.	free		
84.61.30 Hose fittings (excluding fire-extinguishing ap- pliances)	kg	20%		
84.61.40 Basin, bath, shower and sink waste holes and plugs therefor	no.	20%		
84.61.46 Condensate traps, identifiable for use solely or principally with steam or compressed air sys- tems	no.	5%		
84.61.50 Hose and toilet bibcocks, pillar cocks, water mixing taps (bath, washbasin, bidet, shower or sink type), shower units, water-tank locking taps, cooking range taps and tapping ferrules for offtake pipes with an inside diameter not exceed- ing 25 mm	no.	15%		
84.61.53 Process control valves, automatic, not elsewhere specified or included	no.	free		

I Tariff Heading	II Statistical Unit	III Rate of Duty		IV M.F.N.
		General		
84.61.55	Float operated valves, not elsewhere specified or included:			
.10	For use with pipes with an inside diameter not exceeding 25 mm	no.	15%	
.20	For use with pipes with an inside diameter exceeding 25 mm	no.	5%	
84.61.57	Ball valves, not elsewhere specified or included:			
.10	Of brass or bronze	no.	free	
.20	Of artificial plastic material	no.	free	
.90	Other	no.	25%	
84.61.59	Butterfly valves, not elsewhere specified or included:			
.10	Of artificial plastic material	no.	free	
.90	Other	no.	25%	
84.61.61	Non-return valves, not elsewhere specified or included	no.	5%	
84.61.63	Diaphragm valves, not elsewhere specified or included	no.	5%	
84.61.65	Gate valves, not elsewhere specified or included:			
.05	Of copper alloys, flanged	no.	5%	
.10	Of copper alloys, not flanged, for use with pipes with an inside diameter not exceeding 15 mm	no.	5%	
.15	Of copper alloys, not flanged, for use with pipes with an inside diameter exceeding 15 mm but not exceeding 32 mm	no.	10% or 30c each with a maximum of 30%	
.20	Of copper alloys, not flanged, for use with pipes with an inside diameter exceeding 32 mm but not exceeding 80 mm	no.	10% or 75c each with a maximum of 30%	
.25	Of copper alloys, not flanged, for use with pipes with an inside diameter exceeding 80 mm	no.	5%	
.30	Of cast iron, for use with pipes with an inside diameter not exceeding 50 mm	no.	5%	
.35	Of cast iron, for use with pipes with an inside diameter exceeding 50 mm but not exceeding 80 mm	no.	5% or 500c each	
.40	Of cast iron, for use with pipes with an inside diameter exceeding 80 mm but not exceeding 200 mm	no.	5% or 600c each	
.45	Of cast iron, for use with pipes with an inside diameter exceeding 200 mm	no.	5% or 1 000c each	
.50	Of steel (excluding alloy steel), for use with pipes with an inside diameter not exceeding 50 mm	no.	5%	
.55	Of steel (excluding alloy steel), for use with pipes with an inside diameter exceeding 50 mm but not exceeding 125 mm	no.	5%	
.60	Of steel (excluding alloy steel), for use with pipes with an inside diameter exceeding 125 mm but not exceeding 305 mm	no.	5%	
.65	Of steel (excluding alloy steel), for use with pipes with an inside diameter exceeding 305 mm	no.	5%	
.90	Other	no.	5%	
84.61.67	Globe valves, not elsewhere specified or included	no.	5%	
84.61.69	Plug valves, not elsewhere specified or included	no.	5%	
84.61.71	Spool valves, not elsewhere specified or included:			
.10	Identifiable for use with pneumatic or hydraulic equipment	no.	free	
.90	Other	no.	5%	
84.61.73	Air relief valves, not elsewhere specified or included	no.	5%	
84.61.90	Other taps, cocks, valves and similar appliances	no.	5%	
84.61.99	Parts:			
.05	For safety, pressure reducing, pressure or flow control valves, of a kind commonly used with domestic hot water systems		15%	
.10	For valves of a kind commonly used with rubber tyres and inner tubes		30%	
.15	For valves of a kind commonly used with other inflatable articles		20%	
.20	For flush valves of a kind commonly used with water closet pans, urinals and slop hoppers		15%	
.25	For hose fittings (excluding those for fire-extinguishing appliances)		20%	

I Tariff Heading	II Statistical Unit	III IV Rate of Duty	
		General	M.F.N.
.30 For basin, bath, shower and sink waste holes and plugs therefor		20%	
.35 For hose and toilet bibcocks, pillar cocks, water mixing taps (bath, washbasin, bidet, shower or sink type), shower units, water-tank locking taps and cooking range taps		15%	
.40 For float operated valves for use with pipes with an inside diameter not exceeding 25 mm		15%	
.45 For ball valves		25%	
.50 For butterfly valves		25%	
.55 Of copper alloys, for gate valves		10%	
.90 Other		free"	

Notes.—1. Specific provision, free of duty, is made for valve actuators.

2. Tariff heading No. 84.61 is restated and the rates of duty on certain taps, cocks, valves and similar appliances are amended.

No. R. 2783

24 Desember 1981

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/1/805)

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.

D. W. STEYN, Adjunk-minister van Finansies.

No. R. 2783

24 December 1981

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/1/805)

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.

D. W. STEYN, Deputy Minister of Finance.

BYLAE

I Tariefpos	II Statistiese Eenheid	III IV Skaal van Reg	
		Algemeen	M.B.N.
85.04 Deur tariefpos No. 85.04 deur die volgende te vervang:			
85.04.10 Elektriese akkumulators:			
85.04.20 Waarvan elke sel of eenheid 'n groter vermoë as 150 ampère-uur na een uur ontladingstyd toon 6 of 12 V, geskik vir gebruik met radio's of motorvoertuie (uitgesonderd motorfiets)	getal	5%	
85.04.90 Ander akkumulators	getal	75c elk	
85.04.99 Onderdele:	getal	20%	
.10 Vir akkumulators waarvan elke sel of eenheid 'n groter vermoë as 150 ampère-uur na een uur ontladingstyd toon		5%	
.20 Skeiplaat vir ander akkumulators		20%	
.30 Batteryplate, met 'n dikte van minstens 6,35 mm, vir ander akkumulators		10%	
.90 Ander		20%"	

Opmerking.—Met die herskryf van tariefpos No. 85.04 word spesifieke voorsiening, teen die huidige skaal van reg, vir skeiplaat vir elektriese akkumulators gemaak.

SCHEDULE

I Tariff Heading	II Statistical Unit	III IV Rate of Duty	
		General	M.F.N.
85.04 By the substitution for tariff heading No. 85.04 of the following:			
85.04.10 Electric accumulators:			
85.04.20 Of which each cell or unit is of a capacity greater than 150 ampere hours at one hour rate of discharge	no.	5%	
85.04.90 6 or 12 V, suitable for use in radios or motor vehicles (excluding motor cycles)	no.	75c each	
85.04.99 Other accumulators	no.	20%	
Parts:			
.10 For accumulators of which each cell or unit is of a capacity greater than 150 ampere hours at one hour rate of discharge		5%	
.20 Separator plates for other accumulators		20%	
.30 Battery plates, of a thickness of 6,35 mm or more, for other accumulators		10%	
.90 Other		20%"	

Note.—In restating tariff heading No. 85.04 separate provision, at the existing rate of duty, is made for separator plates for electric accumulators.

No. R. 2784

24 Desember 1981

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/1/806)

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

D. W. STEYN, Adjunk-minister van Finansies.

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24 Desember 1981

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AMENDMENT OF SCHEDULE 1 (No. 1/1/806)

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D. W. STEYN, Deputy Minister of Finance.

BYLAE

I Tariefpos	II Statistiese Eenheid	III Skaal van Reg		IV
		Algemeen	M.B.N.	
85.23 Deur tariefpos No. 85.23 deur die volgende te vervang:				
“85.23 Geïsoleerde (met inbegrip van geëmaljeerde of geanodeerde) elektriese draad, kabel, stawe, band en soortgelyke goedere (met inbegrip van koaksiale kabel), hetsy met verbindingstukke voorsien al dan nie:				
85.23.05 Wikkeldraad, naamlik verlakte of geëmaljeerde draad met 'n dwarsdeursnee-afmeting van minstens 0,25 mm maar hoogstens 2,5 mm:				
.10 Met 'n sirkelvormige dwarsdeursnee	kg	20%		
.90 Ander	kg	20%		
85.23.13 Kommunikasie-, instrumentasie- en beheerdraad en -kabel (uitgesonderd saamgestelde kabel, koaksiale kabel en kabel wat koaksiale kabel inkorporeer), met 'n lengte van meer as 50 m:				
.10 Geïsoleer of omhul met kunsplastiekstof	kg	12,5% of 200c per kg min 87,5%		
.90 Ander	kg	5%		
85.23.17 Koaksiale kabel en kabel wat koaksiale kabel inkorporeer, met 'n lengte van meer as 50 m:				
.10 Met aluminium omhul	kg	20% of 200c per kg min 80%		
.90 Ander	kg	20%		
85.23.25 Saamgestelde kommunikasie- en kragkabel, met 'n lengte van meer as 50 m:				
.10 Geïsoleer met kunsplastiekstof	kg	12,5%		
.90 Ander	kg	5%		
85.23.35 Kragdraad en -kabel (uitgesonderd saamgestelde kabel), met 'n lengte van meer as 50 m, met kopergeleiers, met vinielchloriedpolimere geïsoleer:				
.10 Met geleierdrade met 'n dwarsdeursnee-afmeting van hoogstens 0,51 mm en 'n isolasiedikte van minder as 2,2 mm	kg	12,5% of 200c per kg min 87,5%		
.20 Met geleierdrade met 'n dwarsdeursnee-afmeting van meer as 0,51 mm en 'n isolasiedikte van minder as 2,2 mm	kg	12,5% of 200c per kg min 87,5%		
.30 Met 'n isolasiedikte van minstens 2,2 mm maar hoogstens 6 mm	kg	12,5% of 200c per kg min 87,5%		
.40 Met 'n isolasiedikte van meer as 6 mm	kg	12,5%		
85.23.37 Kragdraad en -kabel (uitgesonderd saamgestelde kabel), met 'n lengte van meer as 50 m, met aluminiumgeleiers, met vinielchloriedpolimere geïsoleer:				
.10 Met geleierdrade met 'n dwarsdeursnee-afmeting van hoogstens 0,51 mm en 'n isolasiedikte van minder as 2,2 mm	kg	12,5% of 200c per kg min 87,5%		
.20 Met geleierdrade met 'n dwarsdeursnee-afmeting van meer as 0,51 mm en 'n isolasiedikte van minder as 2,2 mm	kg	12,5% of 200c per kg min 87,5%		
.30 Met 'n isolasiedikte van minstens 2,2 mm maar hoogstens 6 mm	kg	12,5% of 200c per kg min 87,5%		
.40 Met 'n isolasiedikte van meer as 6 mm	kg	12,5%		
85.23.39 Kragdraad en -kabel (uitgesonderd saamgestelde kabel), met 'n lengte van meer as 50 m, met kopergeleiers, met etileenpolimere, met inbegrip van kruisverbonde etileenpolimere, geïsoleer:				
.10 Met geleierdrade met 'n dwarsdeursnee-afmeting van hoogstens 0,51 mm en 'n isolasiedikte van minder as 2 mm	kg	12,5% of 200c per kg min 87,5%		

I Tariefpos	II Statistiese Eenheid	III Skaal van Reg		IV M.B.N.
		Algemeen		
.20 Met geleierdrade met 'n dwarsdeursnee-afmeting van meer as 0,51 mm en 'n isolasiedikte van minder as 2 mm	kg	12,5% of 200c per kg min 87,5%		
.30 Met geleierdrade met 'n dwarsdeursnee-afmeting van hoogstens 0,51 mm en 'n isolasiedikte van minstens 2 mm maar hoogstens 6 mm	kg	12,5% of 200c per kg min 87,5%		
.40 Met geleierdrade met 'n dwarsdeursnee-afmeting van meer as 0,51 mm en 'n isolasiedikte van minstens 2 mm maar hoogstens 6 mm	kg	12,5% of 200c per kg min 87,5%		
.50 Met geleiers met 'n dwarsdeursnee-afmeting van hoogstens 23 mm en 'n isolasiedikte van meer as 6 mm maar hoogstens 35 mm	kg	12,5% of 200c per kg min 87,5%		
.60 Met geleiers met 'n dwarsdeursnee-afmeting van meer as 23 mm en 'n isolasiedikte van meer as 6 mm maar hoogstens 35 mm	kg	12,5% of 200c per kg min 87,5%		
.70 Met 'n isolasiedikte van meer as 35 mm	kg	5%		
85.23.41 Kragdraad en -kabel (uitgesonderd saamgestelde kabel), met 'n lengte van meer as 50 m, met aluminiumgeleiers, met etileenpolimere, met inbegrip van kruisverbonde etileenpolimere, geïsoleer:				
.10 Met geleierdrade met 'n dwarsdeursnee-afmeting van hoogstens 0,51 mm en 'n isolasiedikte van minder as 2 mm	kg	12,5% of 200c per kg min 87,5%		
.20 Met geleierdrade met 'n dwarsdeursnee-afmeting van meer as 0,51 mm en 'n isolasiedikte van minder as 2 mm	kg	12,5% of 200c per kg min 87,5%		
.30 Met geleierdrade met 'n dwarsdeursnee-afmeting van hoogstens 0,51 mm en 'n isolasiedikte van minstens 2 mm maar hoogstens 6 mm	kg	12,5% of 200c per kg min 87,5%		
.40 Met geleierdrade met 'n dwarsdeursnee-afmeting van meer as 0,51 mm en 'n isolasiedikte van minstens 2 mm maar hoogstens 6 mm	kg	12,5% of 200c per kg min 87,5%		
.50 Met geleiers met 'n dwarsdeursnee-afmeting van hoogstens 23 mm en 'n isolasiedikte van meer as 6 mm maar hoogstens 35 mm	kg	12,5% of 200c per kg min 87,5%		
.60 Met geleiers met 'n dwarsdeursnee-afmeting van meer as 23 mm en 'n isolasiedikte van meer as 6 mm maar hoogstens 35 mm	kg	12,5% of 200c per kg min 87,5%		
.70 Met 'n isolasiedikte van meer as 35 mm	kg	5%		
85.23.43 Kragdraad en -kabel (uitgesonderd saamgestelde kabel), met 'n lengte van meer as 50 m, met kopergeleiers, met rubber geïsoleer:				
.10 Met geleierdrade met 'n dwarsdeursnee-afmeting van hoogstens 0,51 mm en 'n isolasiedikte van minder as 2,2 mm (uitgesonderd dié wat gepantser, met lood omhul of met band gebind en omvleg is)	kg	5%		
.20 Met geleierdrade met 'n dwarsdeursnee-afmeting van meer as 0,51 mm en 'n isolasiedikte van minder as 2,2 mm (uitgesonderd dié wat gepantser, met lood omhul of met band gebind en omvleg is)	kg	5%		
.30 Met geleierdrade met 'n dwarsdeursnee-afmeting van hoogstens 0,51 mm en 'n isolasiedikte van minstens 2,2 mm maar hoogstens 6 mm (uitgesonderd dié wat gepantser, met lood omhul of met band gebind en omvleg is)	kg	5%		
.40 Met geleierdrade met 'n dwarsdeursnee-afmeting van meer as 0,51 mm en 'n isolasiedikte van minstens 2,2 mm maar hoogstens 6 mm (uitgesonderd dié wat gepantser, met lood omhul of met band gebind en omvleg is)	kg	5%		
.50 Met geleierdrade met 'n dwarsdeursnee-afmeting van hoogstens 0,51 mm en 'n isolasiedikte van meer as 6 mm (uitgesonderd dié wat gepantser, met lood omhul of met band gebind en omvleg is)	kg	5%		
.60 Met geleierdrade met 'n dwarsdeursnee-afmeting van meer as 0,51 mm en 'n isolasiedikte van meer as 6 mm (uitgesonderd dié wat gepantser, met lood omhul of met band gebind en omvleg is)	kg	5%		

I Tariefpos	II Statistiese Eenheid	III Skaal van Reg		IV M.B.N.
		Algemeen		
85.23.45	.70 Gepantser of met lood omhul	kg	0,82c per kg	
	.80 Met band gebind en omvleg	kg	1,1c per kg	
	Kragdraad en -kabel (uitgesonderd saamgestelde kabel), met 'n lengte van meer as 50 m, met aluminiumgeleiers, met rubber geïsoleer:			
	.10 Met geleierdrade met 'n dwarsdeursnee-afmeting van hoogstens 0,51 mm en 'n isolasiedikte van minder as 2,2 mm (uitgesonderd dié wat gepantser, met lood omhul of met band gebind en omvleg is)	kg	5%	
	.20 Met geleierdrade met 'n dwarsdeursnee-afmeting van meer as 0,51 mm en 'n isolasiedikte van minder as 2,2 mm (uitgesonderd dié wat gepantser, met lood omhul of met band gebind en omvleg is)	kg	5%	
	.30 Met geleierdrade met 'n dwarsdeursnee-afmeting van hoogstens 0,51 mm en 'n isolasiedikte van minstens 2,2 mm maar hoogstens 6 mm (uitgesonderd dié wat gepantser, met lood omhul of met band gebind en omvleg is)	kg	5%	
	.40 Met geleierdrade met 'n dwarsdeursnee-afmeting van meer as 0,51 mm en 'n isolasiedikte van minstens 2,2 mm maar hoogstens 6 mm (uitgesonderd dié wat gepantser, met lood omhul of met band gebind en omvleg is)	kg	5%	
	.50 Met geleierdrade met 'n dwarsdeursnee-afmeting van hoogstens 0,51 mm en 'n isolasiedikte van meer as 6 mm (uitgesonderd dié wat gepantser, met lood omhul of met band gebind en omvleg is)	kg	5%	
	.60 Met geleierdrade met 'n dwarsdeursnee-afmeting van meer as 0,51 mm en 'n isolasiedikte van meer as 6 mm (uitgesonderd dié wat gepantser, met lood omhul of met band gebind en omvleg is)	kg	5%	
	.70 Gepantser of met lood omhul	kg	0,82c per kg	
85.23.47	.80 Met band gebind en omvleg	kg	1,1c per kg	
	Kragdraad en -kabel (uitgesonderd saamgestelde kabel), met 'n lengte van meer as 50 m, met kopergeleiers, met papier geïsoleer (uitgesonderd dié met olie of gasdruk gesteun):			
	.10 Met 'n isolasiedikte van minder as 1,2 mm	kg	0,55c per kg	
	.20 Met 'n isolasiedikte van minstens 1,2 mm maar hoogstens 4 mm	kg	0,55c per kg	
	.30 Met 'n isolasiedikte van meer as 4 mm maar hoogstens 11 mm	kg	0,55c per kg	
85.23.49	.40 Met 'n isolasiedikte van meer as 11 mm	kg	0,55c per kg	
	Kragdraad en -kabel (uitgesonderd saamgestelde kabel), met 'n lengte van meer as 50 m, met aluminiumgeleiers, met papier geïsoleer (uitgesonderd dié met olie of gasdruk gesteun):			
	.10 Met 'n isolasiedikte van minder as 1,2 mm	kg	0,55c per kg	
	.20 Met 'n isolasiedikte van minstens 1,2 mm maar hoogstens 4 mm	kg	0,55c per kg	
85.23.51	.30 Met 'n isolasiedikte van meer as 4 mm maar hoogstens 11 mm	kg	0,55c per kg	
	.40 Met 'n isolasiedikte van meer as 11 mm	kg	0,55c per kg	
	Kragdraad en -kabel (uitgesonderd saamgestelde kabel), met 'n lengte van meer as 50 m, met kopergeleiers, met papier geïsoleer en met olie of gasdruk gesteun:			
85.23.53	.10 Met 'n isolasiedikte van minder as 11 mm	kg	0,55c per kg	
	.20 Met 'n isolasiedikte van minstens 11 mm	kg	0,55c per kg	
85.23.60	Kragdraad en -kabel (uitgesonderd saamgestelde kabel), met 'n lengte van meer as 50 m, met aluminiumgeleiers, met papier geïsoleer en met olie of gasdruk gesteun:			
	.10 Met 'n isolasiedikte van minder as 11 mm	kg	0,55c per kg	
	.20 Met 'n isolasiedikte van minstens 11 mm	kg	0,55c per kg	
	Ander kragdraad en -kabel, met 'n lengte van meer as 50 m, met kopergeleiers:			
	.10 Met geleierdrade met 'n dwarsdeursnee-afmeting van hoogstens 0,51 mm en 'n isolasiedikte van minder as 2 mm	kg	5%	
	.20 Met geleierdrade met 'n dwarsdeursnee-afmeting van meer as 0,51 mm en 'n isolasiedikte van minder as 2 mm	kg	5%	

I Tariefpos	II Statistiese Eenheid	III Skaal van Reg		IV M.B.N.
		Algemeen		
.30 Met 'n isolasiedikte van minstens 2 mm maar hoogstens 5 mm	kg	5%		
.40 Met 'n isolasiedikte van meer as 5 mm maar hoogstens 12 mm	kg	5%		
.50 Met 'n isolasiedikte van meer as 12 mm	kg	5%		
85.23.65 Ander kragdraad en -kabel, met 'n lengte van meer as 50 m, met aluminiumgeleiers:				
.10 Met geleierdrade met 'n dwarsdeursnee-afmeting van hoogstens 0,51 mm en 'n isolasiedikte van minder as 2 mm	kg	5%		
.20 Met geleierdrade met 'n dwarsdeursnee-afmeting van meer as 0,51 mm en 'n isolasiedikte van minder as 2 mm	kg	5%		
.30 Met 'n isolasiedikte van minstens 2 mm maar hoogstens 5 mm	kg	5%		
.40 Met 'n isolasiedikte van meer as 5 mm maar hoogstens 12 mm	kg	5%		
.50 Met 'n isolasiedikte van meer as 12 mm	kg	5%		
85.23.69 Draad en kabel (uitgesonderd dié met geleiers van koper of aluminium)	kg	5%		
85.23.70 Draad (uitgesonderd wikkeldraad) en kabel, met geleiers van koper of aluminium, met 'n lengte van hoogstens 50 m:				
.10 Kommunikasie-, instrument- en beheer-draad en -kabel (uitgesonderd saamgestelde kabel, koaksiale kabel en kabel wat koaksiale kabel inkorporeer)	kg	5%		
.20 Koaksiale kabel en kabel wat koaksiale kabel inkorporeer	kg	20%		
.30 Saamgestelde kommunikasie- en kragkabel	kg	5%		
.90 Ander	kg	5%		
85.23.75 Stawe, band en soortgelyke goedere	kg	5%		
85.23.95 Bedradingsharnasse vir motorvoertuie, met inbegrip van subsamestelde, batterykabel en ander draad en kabel met aansluiters toegerus	kg	75c per kg''		

Opmerking.—Tariefpos No. 85.23 word herskryf en die skale van reg op sekere geïsoleerde elektriese draad en kabel word gewysig.

SCHEDULE

I Tariff Heading	II Statistical Unit	III Rate of Duty		IV M.F.N.
		General		
85.23 By the substitution for tariff heading No. 85.23 of the following:				
“85.23 Insulated (including enamelled or anodised) electric wire, cable, bars, strip and the like (including co-axial cable), whether or not fitted with connectors:				
85.23.05 Winding wire, namely varnished or enamelled wire with a cross-sectional dimension of 0,25 mm or more but not exceeding 2,5 mm:				
.10 With a circular cross-section	kg	20%		
.90 Other	kg	20%		
85.23.13 Communication, instrumentation and control wire and cable (excluding composite cable, co-axial cable and cable incorporating co-axial cable), of a length exceeding 50 m:				
.10 Insulated or sheathed with artificial plastic material	kg	12,5% or 200c per kg less 87,5%		
.90 Other	kg	5%		
85.23.17 Co-axial cable and cable incorporating co-axial cable, of a length exceeding 50 m:				
.10 Sheathed with aluminium	kg	20% or 200c per kg less 80%		
.90 Other	kg	20%		
85.23.25 Composite communication and power cable, of a length exceeding 50 m:				
.10 Insulated with artificial plastic material	kg	12,5%		
.90 Other	kg	5%		

I Tariff Heading	II Statistical Unit	III Rate of Duty		IV M.F.N.
		General		
85.23.35	Power wire and cable (excluding composite cable), of a length exceeding 50 m, with copper conductors, insulated with vinyl chloride polymers:			
.10	With conductor wires with a cross-sectional dimension not exceeding 0,51 mm and an insulation thickness of less than 2,2 mm	kg	12,5% or 200c per kg less 87,5%	
.20	With conductor wires with a cross-sectional dimension exceeding 0,51 mm and an insulation thickness of less than 2,2 mm	kg	12,5% or 200c per kg less 87,5%	
.30	With an insulation thickness of 2,2 mm or more but not exceeding 6 mm	kg	12,5% or 200c per kg less 87,5%	
.40	With an insulation thickness exceeding 6 mm	kg	12,5%	
85.23.37	Power wire and cable (excluding composite cable), of a length exceeding 50 m, with aluminium conductors, insulated with vinyl chloride polymers:			
.10	With conductor wires with a cross-sectional dimension not exceeding 0,51 mm and an insulation thickness of less than 2,2 mm	kg	12,5% or 200c per kg less 87,5%	
.20	With conductor wires with a cross-sectional dimension exceeding 0,51 mm and an insulation thickness of less than 2,2 mm	kg	12,5% or 200c per kg less 87,5%	
.30	With an insulation thickness of 2,2 mm or more but not exceeding 6 mm	kg	12,5% or 200c per kg less 87,5%	
.40	With an insulation thickness exceeding 6 mm	kg	12,5%	
85.23.39	Power wire and cable (excluding composite cable), of a length exceeding 50 m, with copper conductors, insulated with ethylene polymers, including cross-linked ethylene polymers:			
.10	With conductor wires with a cross-sectional dimension not exceeding 0,51 mm and an insulation thickness of less than 2 mm	kg	12,5% or 200c per kg less 87,5%	
.20	With conductor wires with a cross-sectional dimension exceeding 0,51 mm and an insulation thickness of less than 2 mm	kg	12,5% or 200c per kg less 87,5%	
.30	With conductor wires with a cross-sectional dimension not exceeding 0,51 mm and an insulation thickness of 2 mm or more but not exceeding 6 mm	kg	12,5% or 200c per kg less 87,5%	
.40	With conductor wires with a cross-sectional dimension exceeding 0,51 mm and an insulation thickness of 2 mm or more but not exceeding 6 mm	kg	12,5% or 200c per kg less 87,5%	
.50	With conductors with a cross-sectional dimension not exceeding 23 mm and an insulating thickness exceeding 6 mm but not exceeding 35 mm	kg	12,5% or 200c per kg less 87,5%	
.60	With conductors with a cross-sectional dimension exceeding 23 mm and an insulation thickness exceeding 6 mm but not exceeding 35 mm	kg	12,5% or 200c per kg less 87,5%	
.70	With an insulation thickness exceeding 35 mm	kg	5%	
85.23.41	Power wire and cable (excluding composite cable), of a length exceeding 50 m, with aluminium conductors, insulated with ethylene polymers, including cross-linked ethylene polymers:			
.10	With conductor wires with a cross-sectional dimension not exceeding 0,51 mm and an insulation thickness of less than 2 mm	kg	12,5% or 200c per kg less 87,5%	
.20	With conductor wires with a cross-sectional dimension exceeding 0,51 mm and an insulation thickness of less than 2 mm	kg	12,5% or 200c per kg less 87,5%	
.30	With conductor wires with a cross-sectional dimension not exceeding 0,51 mm and an insulation thickness of 2 mm or more but not exceeding 6 mm	kg	12,5% or 200c per kg less 87,5%	
.40	With conductor wires with a cross-sectional dimension exceeding 0,51 mm and an insulation thickness of 2 mm or more but not exceeding 6 mm	kg	12,5% or 200c per kg less 87,5%	

I Tariff Heading	II Statistical Unit	III Rate of Duty		IV
		General		M.F.N.
.50 With conductors with a cross-sectional dimension not exceeding 23 mm and an insulation thickness exceeding 6 mm but not exceeding 35 mm	kg	12,5% or 200c per kg less 87,5%		
.60 With conductors with a cross-sectional dimension exceeding 23 mm and an insulation thickness exceeding 6 mm but not exceeding 35 mm	kg	12,5% or 200c per kg less 87,5%		
.70 With an insulation thickness exceeding 35 mm	kg	5%		
85.23.43 Power wire and cable (excluding composite cable), of a length exceeding 50 m, with copper conductors, insulated with rubber:				
.10 With conductor wires with a cross-sectional dimension not exceeding 0,51 mm and an insulation thickness of less than 2,2 mm (excluding those which are armoured, sheathed in lead or taped and braided)	kg	5%		
.20 With conductor wires with a cross-sectional dimension exceeding 0,51 mm and an insulation thickness of less than 2,2 mm (excluding those which are armoured, sheathed in lead or taped and braided)	kg	5%		
.30 With conductor wires with a cross-sectional dimension not exceeding 0,51 mm and an insulation thickness of 2,2 mm or more but not exceeding 6 mm (excluding those which are armoured, sheathed in lead or taped and braided)	kg	5%		
.40 With conductor wires with a cross-sectional dimension exceeding 0,51 mm and an insulation thickness of 2,2 mm or more but not exceeding 6 mm (excluding those which are armoured, sheathed in lead or taped and braided)	kg	5%		
.50 With conductor wires with a cross-sectional dimension not exceeding 0,51 mm and an insulation thickness exceeding 6 mm (excluding those which are armoured, sheathed in lead or taped and braided)	kg	5%		
.60 With conductor wires with a cross-sectional dimension exceeding 0,51 mm and an insulation thickness exceeding 6 mm (excluding those which are armoured, sheathed in lead or taped and braided)	kg	5%		
.70 Armoured or sheathed in lead	kg	0,82c per kg		
.80 Taped and braided	kg	1,1c per kg		
85.23.45 Power wire and cable (excluding composite cable), of a length exceeding 50 m, with aluminium conductors, insulated with rubber:				
.10 With conductor wires with a cross-sectional dimension not exceeding 0,51 mm and an insulation thickness of less than 2,2 mm (excluding those which are armoured, sheathed in lead or taped and braided)	kg	kg		
.20 With conductor wires with a cross-sectional dimension exceeding 0,51 mm and an insulation thickness of less than 2,2 mm (excluding those which are armoured, sheathed in lead or taped and braided)	kg	5%		
.30 With conductor wires with a cross-sectional dimension not exceeding 0,51 mm and an insulation thickness of 2,2 mm or more but not exceeding 6 mm (excluding those which are armoured, sheathed in lead or taped and braided)	kg	5%		
.40 With conductor wires with a cross-sectional dimension exceeding 0,51 mm and an insulation thickness of 2,2 mm or more but not exceeding 6 mm (excluding those which are armoured, sheathed in lead or taped and braided)	kg	5%		
.50 With conductor wires with a cross-sectional dimension not exceeding 0,51 mm and an insulation thickness exceeding 6 mm (excluding those which are armoured, sheathed in lead or taped and braided)	kg	5%		
.60 With conductor wires with a cross-sectional dimension exceeding 0,51 mm and an insulation thickness exceeding 6 mm (excluding those which are armoured, sheathed in lead or taped and braided)	kg	5%		

I Tariff Heading	II Statistical Unit	III IV Rate of Duty	
		General	M.F.N.
.70 Armoured or sheathed in lead	kg	0,82c per kg	
.80 Taped and braided	kg	1,1c per kg	
85.23.47 Power wire and cable (excluding composite cable), of a length exceeding 50 m, with copper conductors, insulated with paper (excluding those assisted with oil or gas-pressure):			
.10 With an insulation thickness of less than 1,2 mm	kg	0,55c per kg	
.20 With an insulation thickness of 1,2 mm or more but not exceeding 4 mm	kg	0,55c per kg	
.30 With an insulation thickness exceeding 4 mm but not exceeding 11 mm	kg	0,55c per kg	
.40 With an insulation thickness exceeding 11 mm	kg	0,55c per kg	
85.23.49 Power wire and cable (excluding composite cable), of a length exceeding 50 m, with aluminium conductors, insulated with paper (excluding those assisted with oil or gas-pressure):			
.10 With an insulation thickness of less than 1,2 mm	kg	0,55c per kg	
.20 With an insulation thickness of 1,2 mm or more but not exceeding 4 mm	kg	0,55c per kg	
.30 With an insulation thickness exceeding 4 mm but not exceeding 11 mm	kg	0,55c per kg	
.40 With an insulation thickness exceeding 11 mm	kg	0,55c per kg	
85.23.51 Power wire and cable (excluding composite cable), of a length exceeding 50 m, with copper conductors, insulated with paper and assisted with oil or gas-pressure:			
.10 With an insulation thickness of less than 11 mm	kg	0,55c per kg	
.20 With an insulation thickness of 11 mm or more	kg	0,55c per kg	
85.23.53 Power wire and cable (excluding composite cable), of a length exceeding 50 m, with aluminium conductors, insulated with paper and assisted with oil or gas-pressure:			
.10 With an insulation thickness of less than 11 mm	kg	0,55c per kg	
.20 With an insulation thickness of 11 mm or more	kg	0,55c per kg	
85.23.60 Other power wire and cable, of a length exceeding 50 m, with copper conductors:			
.10 With conductor wires with a cross-sectional dimension not exceeding 0,51 mm and an insulation thickness of less than 2 mm	kg	5%	
.20 With conductor wires with a cross-sectional dimension exceeding 0,51 mm and an insulation thickness of less than 2 mm	kg	5%	
.30 With an insulation thickness of 2 mm or more but not exceeding 5 mm	kg	5%	
.40 With an insulation thickness exceeding 5 mm but not exceeding 12 mm	kg	5%	
.50 With an insulation thickness exceeding 12 mm	kg	5%	
85.23.65 Other power wire and cable, of a length exceeding 50 m, with aluminium conductors:			
.10 With conductor wires with a cross-sectional dimension not exceeding 0,51 mm and an insulation thickness of less than 2 mm	kg	5%	
.20 With conductor wires with a cross-sectional dimension exceeding 0,51 mm and an insulation thickness of less than 2 mm	kg	5%	
.30 With an insulation thickness of 2 mm or more but not exceeding 5 mm	kg	5%	
.40 With an insulation thickness exceeding 5 mm but not exceeding 12 mm	kg	5%	
.50 With an insulation thickness exceeding 12 mm	kg	5%	
85.23.69 Wire and cable (excluding those with conductors of copper or aluminium)	kg	5%	

I Tariff Heading	II Statistical Unit	III IV Rate of Duty	
		General	M.F.N.
85.23.70 Wire (excluding winding wire) and cable, with conductors of copper or aluminium, of a length not exceeding 50 m:			
.10 Communication, instrumentation and control wire and cable (excluding composite cable, co-axial cable and cable incorporating co-axial cable)	kg	5%	
.20 Co-axial cable and cable incorporating co-axial cable	kg	20%	
.30 Composite communication and power cable	kg	5%	
.90 Other	kg	5%	
85.23.75 Bars, strip and the like	kg	5%	
85.23.95 Wiring harnesses for motor vehicles, including subassemblies, battery cable and other wire and cable fitted with terminals	kg	75c per kg"	

Note.—Tariff heading No. 85.23 is restated and the rates of duty on certain insulated electric wire and cable are amended.

No. R. 2785

24 Desember 1981

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 3 (No. 3/687)

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.

D. W. STEYN, Adjunk-minister van Finansies.

No. R. 2785

24 December 1981

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 3 (No. 3/687)

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.

D. W. STEYN, Deputy Minister of Finance.

BYLAE

I Item	II Tariefpos en Beskrywing	III Mate van Korting
306.10	Deur paragrawe (2) en (3) van tariefpos No. 29.04 deur die volgende te vervang: “(2) Propyleenglikol, vir die vervaardiging van emulgeermiddels	Volle reg"

Opmerking.—Die voorsiening vir 'n korting op reg op sorbitol vir die vervaardiging van emulgeermiddels, word ingetrek.

SCHEDULE

I Item	II Tariff Heading and Description	III Extent of Rebate
306.10	By the substitution for paragraphs (2) and (3) of tariff heading No. 29.04 of the following: “(2) Propylene glycol, for the manufacture of emulsifiers	Full duty"

Note.—The provision for a rebate of duty on sorbitol for the manufacture of emulsifiers, is withdrawn.

No. R. 2786

24 Desember 1981

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 3 (No. 3/688)

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.

D. W. STEYN, Adjunk-minister van Finansies.

No. R. 2786

24 December 1981

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 3 (No. 3/688)

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.

D. W. STEYN, Deputy Minister of Finance.

BYLAE

I Item	II Tariefpos en Beskrywing	III Mate van Korting
310.08	Deur tariefpos No. 68.13 te skrap.	
313.02	Deur tariefpos No. 68.13 te skrap.	

Opmerking.—Die voorsienings vir 'n korting op reg op—

- (a) stereovormplaat, van asbes, vir gebruik deur die druk-, uitgee- en boekbindnywerheid,
- (b) asbesstowwe vir die vervaardiging van beskermende klerasie en handskoene, en
- (c) sekere asbesvilt vir die vervaardiging van vilt met bitumen of teer geïmpregneer,

word ingetrek.

SCHEDULE

I Item	II Tariff Heading and Description	III Extent of Rebate
310.08	By the deletion of tariff heading No 68.13	
313.02	By the deletion of tariff heading No. 68.13.	

Note.—The provisions for a rebate of duty on—

- (a) stereo moulding board, of asbestos, for use by the printing, publishing and bookbinding industry,
 - (b) asbestos fabrics for the manufacture of protective clothing and gloves, and
 - (c) certain asbestos felt for the manufacture of felt impregnated with bitumen or tar,
- are withdrawn.

No. R. 2787

24 Desember 1981

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 3 (No. 3/689)

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.

D. W. STEYN, Adujunkt-minister van Finansies.

No. R. 2787

24 December 1981

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 3 (No. 3/689)

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.

D. W. STEYN, Deputy Minister of Finance.

BYLAE

I Item	II Tariefpos en Beskrywing	III Mate van Korting
307.01	Deur tariefpos No. 29.01 deur die volgende te vervang: "29.01 (1) Xileen; toluen; metielstireen (vinietoluene); pentaan; butileen (2) Buteen-1, vir die vervaardiging van etileenpolimere of -kopolimere, met 'n relatiewe digtheid van hoogstens 0,940	Volle reg Volle reg"
315.10	Deur na tariefpos No. 73.15 die volgende in te voeg: "82.14 Lepels en vurke, van nikkelsilwer, ongeplateer, vir die vervaardiging van lepels en vurke met silwer geplateer	Volle reg"
320.10	Deur tariefpos No. 39.02 deur die volgende te vervang: "39.02 Gemetalliseerde vinielchloriedpolimere of -kopolimere Deur tariefpos No. 71.16 deur die volgende te vervang: "71.16 Klein artikeltjies met 'n waarde vir belastingdoeleindes van hoogstens 7c elk en gelukbringers, vir die vervaardiging van Kerskouse en Kersklappers	Volle reg" Volle reg"
		Volle reg min die reg in Afdeling B van Deel 2 van Bylae No. 1"

Opmerkings.—1. Voorsiening word gemaak vir 'n volle korting op reg op buteen-1, vir die vervaardiging van etileenpolimere of -kopolimere, met 'n relatiewe digtheid van hoogstens 0,940.

2. Voorsiening word gemaak vir 'n volle korting op reg op ongeplateerde lepels en vurke, van nikkelsilwer, vir die vervaardiging van lepels en vurke met silwer geplateer.

3. Die voorsiening vir 'n korting op reg op gemetalliseerde plate, velle, reep, film en foelie, van vinielchloriedpolimere of -kopolimere, vir die vervaardiging van Kersboomversierings en dergelike artikels vir Kersfeestelikhede, word uitgebrei om alle gemetalliseerde vinielchloriedpolimere of -kopolimere te dek.

4. Die waarde vir belastingdoeleindes van artikeltjies wat met korting op reg by item 320.10/71.16 geklaar mag word, word van 70c per 100 na 7c elk verhoog.

SCHEDULE

I Item	II Tarief Heading and Description	III Extent of Rebate
307.01	By the substitution for tariff heading No. 29.01 of the following: "29.01 (1) Xylene; toluene; methylstyrene (vinyl toluene); pentane; butylene (2) Butene-1, for the manufacture of ethylene polymers or copolymers, of a relative density not exceeding 0,940	Full duty Full duty"
315.10	By the insertion after tariff heading No. 73.15 of the following: "82.14 Spoons and forks, of nickel silver, unplated, for the manufacture of spoons and forks plated with silver	Full duty"
320.10	By the substitution for tariff heading No. 39.02 of the following: "39.02 Metallised vinyl chloride polymers or copolymers By the substitution for tariff heading No. 71.16 of the following: "71.16 Small articles of a value for duty purposes not exceeding 7c each and charms, for the manufacture of Christmas stockings and Christmas crackers	Full duty" Full duty less the duty in section B of Part 2 of Schedule 1"

Notes.—1. Provision is made for a rebate of the full duty on butene-1, for the manufacture of ethylene polymers or copolymers, of a relative density not exceeding 0,940.

2. Provision is made for a rebate of the full duty on unplated spoons and forks, of nickel silver, for the manufacture of spoons and forks plated with silver.

3. The provision for a rebate of duty on metallised plates, sheets, strip, film and foil, of vinyl chloride polymers or copolymers, for the manufacture of Christmas tree decorations and similar articles for Christmas festivities, is extended to cover all metallised vinyl chloride polymers or copolymers.

4. The value for duty purposes of articles which may be cleared under rebate of duty under item 320.10/71.16 is increased from 70c per 100 to 7c each.

No. R. 2788

24 Desember 1981

No. R. 2788

24 December 1981

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 3 (No. 3/690)

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.

D. W. STEYN, Adjunk-minister van Finansies.

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 3 (No. 3/690)

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.

D. W. STEYN, Deputy Minister of Finance.

BYLAE

I Item	II Tariefpos en Beskrywing	III Mate van Korting
316.05	Deur tariefpos No. 39.00 deur die volgende te vervang: "39.00 Velle van kunsplastiekstof, vir gebruik as skeistof by die vervaardiging van elektriese batterye en akkumulators (uitgesonderd 6 of 12 V akkumulators geskik vir gebruik met motorvoertuie) Deur tariefposte Nos. 48.00 en 51.04 deur die volgende te vervang: "48.00 Papierbord, vir gebruik as skeistof by die vervaardiging van elektriese batterye en akkumulators (uitgesonderd 6 of 12 V akkumulators geskik vir gebruik met motorvoertuie) 51.04 Weefstowwe van sintetiese vesels (kontinu), vir gebruik as skeistof by die vervaardiging van elektriese batterye en akkumulators (uitgesonderd 6 of 12 V akkumulators geskik vir gebruik met motorvoertuie) Deur paragraaf (6) van tariefpos No. 85.04 deur die volgende te vervang: "(6) Skeiplaat, vir die vervaardiging van elektriese akkumulators (uitgesonderd 6 of 12 V akkumulators geskik vir gebruik met motorvoertuie)	Volle reg" Volle reg Volle reg" Volle reg"

Opmerking.—Die uitwerking van hierdie kennisgewing is dat sekere stowwe en skeiplaat nie meer met korting op reg geklaar mag word nie vir die vervaardiging van 6 of 12 V elektriese akkumulators geskik vir gebruik in motorvoertuie.

SCHEDULE

I Item	II Tariff Heading and Description	III Extent of Rebate
316.05	By the substitution for tariff heading No. 39.00 of the following: "39.00 Sheets of artificial plastic material, for use as separator material in the manufacture of electric batteries and accumulators (excluding 6 or 12 V accumulators suitable for use in motor vehicles) By the substitution for tariff headings Nos. 48.00 and 51.04 of the following: "48.00 Paperboard, for use as separator material in the manufacture of electric batteries and accumulators (excluding 6 or 12 V accumulators suitable for use in motor vehicles) 51.04 Woven fabrics of synthetic fibres (continuous), for use as separator material in the manufacture of electric batteries and accumulators (excluding 6 or 12 V accumulators suitable for use in motor vehicles) By the substitution for paragraph (6) of tariff heading No. 85.04 of the following: "(6) Separator plates, for the manufacture of electric accumulators (excluding 6 or 12 V accumulators suitable for use in motor vehicles)	Full duty" Full duty Full duty" Full duty"

Note.—The effect of this notice is that certain materials and separator plates may no longer be cleared under rebate of duty for the manufacture of 6 or 12 V electric accumulators suitable for use in motor vehicles.

No. R. 2800

24 Desember 1981

No. R. 2800

24 December 1981

DOEANE- EN AKSYNSWET, 1964

BEPALINGS VAN TARIEFINDELING EN VERSTREK-KING DAARVAN OP KLARINGSBRIEWE (LYS TAR/42)

Die volgende wysigings van bepalings word kragtens artikel 47 (9) van die Doeane- en Aksynswet, 1964 (Wet 91 van 1964), gepubliseer.

D. ODENDAL, Kommissaris van Doeane- en Aksyns.

Opmerking.—Lys TAR/41 is in Goewermentskennisgewing R. 2627 van 4 Desember 1981 gepubliseer.

CUSTOMS AND EXCISE ACT, 1964

DETERMINATIONS OF TARIFF CLASSIFICATION AND FURNISHING THEREOF ON BILLS OF ENTRY (LIST TAR/42)

The following amendments to determinations are published in terms of section 47 (9) of the Customs and Excise Act, 1964 (Act 91 of 1964).

D. ODENDAL, Commissioner for Customs and Excise.

Note.—List TAR/41 was published in Government Notice R. 2627 of 4 December 1981.

Beskrywing van goedere	Tariefpos/ -subpos	Bepaling No.
1. Foute in die volgende bepalinge word reggestel soos aangedui:		
(i) Die volgende bepaling word geskrap:	38.19	356
(ii) Die volgende vervang die bestaande bepalinge:		
High bulk multifilament tricot 200 denier—garing van sellulosiese vesels, rek of uitbult, van meer as 700 dtex	51.01.43.30	29
Semi-matt X-glans triasetaat 180 denier—garing van sellulosiese vesels, rek of uitbult, van meer as 150 dtex maar hoogstens 700 dtex	51.01.43.20	30
Lanese-kernuitbultgaring—garing van sellulosiese vesels rek of uitbult, van meer as 700 dtex	51.01.43.30	31
Mikroskoopstelle T687.L met 'n okulêrdeursnee van 18 mm en 'n buislengte van 80 mm—speelgoed hoofsaaklik van metaal gemaak	97.03.30	72
2. Wysigings van bepalinge as gevolg van wysigings van Deel 1 van Blye No. 1 by die Doeane- en Aksynswet (Wet 91 van 1964):		
(i) Die volgende bepalinge word ingetrek met ingang van 24 Desember 1981:	68.13	4
	84.59	15
	84.59	197
	84.59	322
	85.23	2
	85.23	7
	85.23	8
	85.23	12
	85.23	13
	85.23	15
	85.23	21
	85.23	22
(ii) Die volgende vervang die bestaande bepaling met ingang van 4 Desember 1981:		
GU-ETP-holstukke van koper—ander naatlose buise en pype van koper met 'n buitewarsdeursnee-afmeting van hoogstens 115 mm	74.07.90.10	1
(iii) Die volgende vervang die bestaande bepalinge met ingang van 24 Desember 1981:		
Asbesskywe gebruik op die rollers van glasvervaardigingsmasjiene vir regulering van die dikte van glas—bewerkte artikels van asbes, ander	68.13.90	1
Filtervelle van asbes wat papierpulp bevat—papier, persbord en vilt, ander	68.13.45.90	2
GG8 Gun Gum-verband vir herstel van lekkes in motorvoertuiguitlaatpype—papier, persbord en vilt, ander	68.13.45.90	3
Fortex-asbessylsband—weef- of breistowwe	68.13.33	5
Asbestos Millboard M5—asbesspersbord	68.13.45.10/90	6
Valvepak 1300—kooorde en stringe, hetsy gevleg al dan nie	68.13.27	7
Filtrox No. 3-filterpulp—bewerkte asbesvesels	68.13.05	8
Felbestos-velle—saamgeperste asbesveselladigting, in velle of rolle, nie elders voorsien nie	68.13.55	9
Ches-lon-pakking—kooorde en stringe, hetsy gevleg al dan nie	68.13.27	10
Magnet-asbes hol omvlegte buisleiding—kooorde en stringe, hetsy gevleg al dan nie	68.13.27	11
TBA asbesveselgevuilde toubekleding—kooorde en stringe, hetsy gevleg al dan nie	68.13.27	12
Acme geweefde asbestouweefselband—weef- of breistowwe	68.13.33	13
Silinderkoppakking van asbes versterk met metaalgaas en met metaalplate om die kante van gate gevou—bewerkte artikels van asbes, ander	68.13.90	14
Klepdekselpakking van asbes wat slegs 'n bindstof bevat—bewerkte artikel van asbes, ander	68.13.90	15
Leotite No. 495 en Leonite-suur No. 481 pakkings—saamgeperste asbesveselladigting, in velle of rolle, nie elders voorsien nie	68.13.55	16
Walkerite-pakking No. 271—saamgeperste asbesveselladigting, in velle of rolle, nie elders voorsien nie	68.13.55	17
Unilion-pakking—saamgeperste asbesveselladigting, in velle of rolle, nie elders voorsien nie	68.13.55	18
FW300 TBA Fortex-asbestouweefsel—weef- of breistowwe	68.13.33	19
Chesterton omvlegte plastiekpakking, styl 550, van grafiet en langveselasbes—kooorde en stringe, hetsy gevleg al dan nie	68.13.27	20
Asbesspersbord tipes 97B en J3—persbord met 'n dikte van minstens 1 mm, nie versterk en wat nie bygevoegde rubber bevat nie	68.13.45.10	21
Wit asbesspersbord—persbord met 'n dikte van minstens 1 mm, nie versterk en wat nie bygevoegde rubber bevat nie	68.13.45.10	22
Nipro steriele wegdoenbare 3-rigting afsluiter gebruik vir binne-aarse toediening van vloeistowwe, bloed en geneesmiddels—klep, ander	84.61.90	2
Eheim-plastiekkleppe vir akwariums—klep, ander	84.61.90	3
Geyser-tuinslangproeikop-slangtoebehoorsel	84.61.30	4
Merk II Load Genie (Control Devices Inc.) vir gebruik met lugkompressortanke—veiligheidsontlugklep	84.61.01.20	5
Bendix Westinghouse-oordraklepp R-6 en -oordranoodklep R.E.6 gebruik op die remstelsels van swaar voertuie—klep, ander	84.61.90	6
Koike Safety Z-koppelingstel vir brandstof-, gas- of suurstofslange om terugflits te voorkom—slangtoebehoorsel	84.61.30	7
Dow 3" gietsterdiafragmaklep met Saran-voering—diafragmaklep nie elders vermeld of ingesluit nie	84.61.63	8
Pope Garden Gun—slangtoebehoorsel	84.61.30	9
VRV-200-B-reeks drievoudaksie vakuuomontlasklep gebruik vir mediese/chirurgiese doeleindes—klep, ander	84.61.90	10
Kurimoto Monotight-vleuelklep met 'n romp van gietyster en staal en skyf van vlekvrystaal, met rubber uitgevoer en gebruik met bytvlloeistowwe—vleuelklep, ander	84.61.59.90	11
AR74 metaalbeslagringe vir aerosolhouerleppes—onderdele van leppes, ander	84.61.99.90	12
Lacomatic perspitator drukbeheerregeleerder vir sprinkelbesproeiing—drukbeheerleppes, outomaties	84.61.07	13
Gall Thomson Coil Core Breakaway-koppeling vir gebruik in pyplyne wanneer brandstof, chemikalieë, ens. oorgepompt word—slangtoebehoere	84.61.30	14
Saffire-slangkeerleppes vir gebruik met brandstof-, gas- en suurstofslange om terugflits te voorkom—slangtoebehoere	84.61.30	15
Rolon wegdoenbare steriele 3-posisie Luer-afsluitkraan gebruik met 'n manometerbuis vir die onttrekking van ruggraatvloeistof van 'n pasiënt—klep, ander	84.61.90	16
Sperry G.910 gekombineerde reëlaar/filter vir gasmeters—klep, ander	84.61.90	17
Ator 1/2" en 1" stoomafsluitleppes en Duator 3/4" stoomkeerleppes [Albert Taylor & Sons (Valves) Ltd.]—klep, ander	84.61.90	18
Foxboro Power Positioner—klep, ander	84.61.90	19

Beskrywing van goedere	Tariefpos/ -subpos	Bepaling No.
Beam Model 60 verdamer-reguleerder vir die ombouing van petrolenjins na vloeibare petroleumgasen-jins—drukverminderingsasem- of ontlugklep	84.61.01.20	20
Brownall-laboratoriumkrane NL1602 van geelkoper en kunsplastiekstof—kleppe, ander	84.61.90	21
Varec-terugslagdemperasemstelling—klep, ander	84.61.90	22
Klinger ABSH22-VIII-spruitafsluiters—kleppe, ander	84.61.90	23
Aga suurstof en asetileen reguleerders—drukverminderingskleppe, ander	84.61.01.90	24
Speakman Eyesaver-oog- en gesigwaseenhede om kontaminante van die gesig en oë met belugte water af te was—wasbakwatermengkrane	84.61.50	25
Venn-stoomdrukverminderingskleppe—drukverminderingskleppe, ander	84.61.01.90	26
Valvair Pilot-klep vir skietklepeenheid gebruik in fotometriese ertssorteerder—klep, ander	84.61.90	27
Harris 88-3 FGL en FGR keerkleppe vir gebruik in asetileen- en suurstofslange vir sweiswerk—slangtoebe-hore	84.61.30	28
Exactor Sterling (Sterling Hydraulics Ltd) selfseëlende trek-breek hidrouliese koppelings bestaande uit 'n trek-breek draer en 'n trek-breek voeler—slangtoebehore	84.61.30	29
Rockwell International Model 121-12 vloeibare petroleumgas reguleerder—veiligheidsklep, ander	84.61.01.90	30
Rego vloeibare petroleumgas afsluitklep Reeks 3100—diafragmaklep nie elders vermeld of ingesluit nie	84.61.63	31
Aga TMA-540 en TMO-540 konstante vloeï reguleerders vir asetileen- en suurstofverskaffing van silinders vir sweis, sweissoldeer, sny, ens.—drukverminderingskleppe, ander	84.61.01.90	32
Water Watcher III sprinkelbesproeiingklep wat 'n batteryaangedrewe tydmeganisme inkorporeer—klep, ander	84.61.90	33
Dole-slanglyntermostate vir motorvoertuie—termostatesbeheerde kleppe	84.61.90	34
Hayward Vari-Flo Cycloa Multiport-klep SP710—klep, ander	84.61.90	35
OMSCO Kelly-kleppe—kleppe, ander	84.61.90	36
P.30E Hidrotoebehoorsel, synde 'n verstelbare draaipoeleinlaat vir masseerbaddens—klep, ander	84.61.90	37
Aquagun-slangspuitstuk met 'n passtuk van skroefdraad voorsien vir insektedoderkanne, handsproeiers, ens.—'n slangtoebehoorsel	84.61.30	38
Liquidair model 466B suurstofreguleerder en model 466/18B asetileenreguleerder—drukverminderings-kleppe, ander	84.61.01.90	39
Monoflow Pig Drinker 3/8"—klep, ander	84.61.90	41
Safemix-stortbadkrane—termostatesbeheerde kleppe	84.61.09	43
Monteerdoppe (deksels) vir aerosolkanne, vir toerusting met aerosolsproeikleppe—onderdele van kleppe, ander	84.61.99.90	44
Aerosolklepdele—onderdele van kleppe, ander	84.61.99.90	45
Lindley-knipaansluiters—slangtoebehore	84.61.30	46
Lindley-knipspuitstukke—slangtoebehore	84.61.30	47
Haws model 7170 dubbele oogwaseenheid wat kleppe inkorporeer—wasbakwatermengkrane	84.61.50	48
Oildrive IGT-kragstuureenhede—kleppe, ander	84.61.90	49
IMF-binnepuise en IMF-endpuise van glasvesel—ander onderdele van elektriese akkumulators	85.04.99.90	7
Tadiran-nikkelkaadmiumselle T-103 stelle—ander onderdele van elektriese akkumulators	85.04.99.90	8
Degussa mineraalgeïsoleerde termokoppel elektriese kabel—instrumentasiekabel, met 'n lengte van meer as 50 m, ander	85.23.13.90	1
Termokoppelverlengingsdraad met teflon geïsoleer en bedek met gevulde asbes—instrumentasiekabel, met 'n lengte van meer as 50 m, geïsoleer met kunsplastiekstof	85.23.13.10	3
Termokoppelkabel geïsoleer met kompakte magnesiumoksiedpoeier en omhul in nikkelchroom—instru-mentasiekabel, met 'n lengte van meer as 50 m, ander	85.23.13.90	4
Skipbedradingskabel geïsoleer met hitteweerstand sintetiese rubber (van EPR-tipe) en omhul in polichloor-preen—ander kragkabel, met 'n lengte van meer as 50 m, met kopergeleiers	85.23.60	5
Groenlynkabel opgemaak van 6 P.V.C. geïsoleerde geleiers omhul in staalvlegwerk—kommunikasiekabel, met 'n lengte van meer as 50 m, geïsoleer met kunsplastiekstof	85.23.13.10	6
Okoguard tipe SHD-GC skopgraaf- en sleeplynkabel—ander kragkabel, met 'n lengte van meer as 50 m, met kopergeleiers, nie met rubber geïsoleer nie	85.23.60	9
ITT Powerflex 90 tipe SHD sleepkabel—ander kragkabel, met 'n lengte van meer as 50 m, met koperge-leiers	85.23.60	10
Draad met konneksies aan albei punte met 'n sekeringhouer en 'n sekering geïnkorporeer—bedradingshar-nasse vir motorvoertuie	85.23.95	11
Protolon-sleepkabel 5DK3883—kragkabel, met 'n lengte van meer as 50 m, met kopergeleiers, met rubber geïsoleer	85.23.43	14
Tipes AE 3L, AN 3L en AP 3L termokoppeldraad, asbesgeïsoleerd met 'n binneomhulsel van vogweerstandplastiekfoelie—instrumentasiedraad, met 'n lengte van meer as 50 m, geïsoleer met kunsplastiekstof	85.23.13.10	16
Tipes 9110-6 en 304-36W oorbrugleidings toegerus aan albei ente—draad en kabel, met geleiers van koper, met 'n lengte van hoogstens 50 m, ander	85.23.70.90	18
Tipe I.C.I.-206 toetsstel wat 60 oorbrugleidings bevat—draad en kabel, met geleiers van koper, met 'n lengte van hoogstens 50 m, ander	85.23.70.90	19
375/KKK/316 Hoë suiverheid termokoppelkabel—instrumentasiekabel, met 'n lengte van meer as 50 m, ander	85.23.13.90	20
Deurlopende termokoppelloordraerkabel (CT2C)—instrumentasiekabel, met 'n lengte van meer as 50 m, ander	85.23.13.90	23
3. Wysigings van bepaling kragtens artikel 47 (9) (d) van die Doeane- en Aksynswet (Wet 91 van 1964)		
(i) Die volgende bepaling word ingetrek met ingang van 24 Desember 1981:	84.54	6
(ii) Die volgende vervang die bestaande bepaling met ingang van 3 Junie 1981:	39.02.90	234
(iii) Die volgende vervang die bestaande bepaling met ingang van 24 Desember 1981:		
Voranate M269—diisosijsaats, ander	29.30.40.90	13
Ordinella 15-stasie outomatiese kollator—boekbindmasjinerie	84.32	3
Schriber standaard kollator vir besigheidvorms, gebruik vir kollasioneer, plak, nommer, krimp, perforeer en sny—ander masjinerie vir die opmaak van papier	84.33	4
GHS Koelectaset-kollator vir besigheidvorms, gebruik vir kollasioneer, plak, nommer, krimp en perforeer—ander masjinerie vir die opmaak van papier	84.33	5
(iv) Bepaling Nos. 6 en 10 onder tariefpos 84.33 word ingetrek en vervang deur die volgende bepaling met ingang van 24 Desember 1981:		
TMF Neckar N10-kollator—'n boekbindmasjien	84.32	7
Schober Junior-Kollator—'n boekbindmasjien	84.32	8

Beskrywing van goedere	Tariefpos/ -subpos	Bepaling No.
(v) Bepaling No. 28 onder tariefpos 84.35 word ingetrek en vervang deur die volgende bepaling met ingang van 24 Desember 1981: Auto-Sorter AS100—'n boekbindmasjien.....	84.32	9
(vi) Bepaling Nos. 15, 118, 148, 149 en 151 onder tariefpos 84.45 word ingetrek en vervang deur die volgende bepaling met ingang van 24 Desember 1981: Peddinghaus-betonstaafafsnymasjien—'n skeermasjien met 'n snylengte van hoogstens 415 cm	84.45.65.60	15
Mubea H50E-betonstaafafsnymasjien—'n skeermasjien met 'n snylengte van hoogstens 415 cm	84.45.65.60	118
Uni-Cropper UC-40 wapeningstaafafsnymasjien—'n skeermasjien met 'n snylengte van hoogstens 415 cm	84.45.65.60	148
Uni-shear model 55-300—'n skeermasjien met 'n snylengte van hoogstens 415 cm	84.45.65.60	149
High Speed Chopper, 'n masjien om draadrame en gaas mee te sny—'n skeermasjien met 'n snylengte van hoogstens 415 cm	84.45.65.60	151
(vii) Bepaling No. 7 onder tariefpos 84.28 word ingetrek en vervang deur die volgende bepaling met ingang van 24 Desember 1981: Sanovo 400-eierbreker en -skeier—ander industriële masjien, ander.....	84.59.80.90	495
(viii) Bepaling No. 197 onder tariefpos 85.22 word ingetrek en vervang deur die volgende bepaling met ingang van 24 Desember 1981: Loma 3 S-metaalverklipper, gebruik om ysterhoudende en nie-ysterhoudende metale in voedselprodukte op te spoor—elektriese meet-, kontroleer-, ens. instrument, ander	90.28.90	529
(ix) Bepaling No. 111 onder tariefpos 90.28 word ingetrek en vervang deur die volgende bepaling met ingang van 24 Desember 1981: Foxboro 63U reeks elektroniese Consotrol-differensie-alarm—elektriese klank-of visuele seinapparaat, ander	85.17.90	84
(x) Die volgende vervang die bestaande bepaling met ingang van 24 Desember 1981: Butterfly-19 INT en -21 INT-infusiestelle, gebruik vir die toedien van geneesmiddels en die neem van bloedmonsters—buis van kunsplastiekstof, met trokarnaalde of ander toestelle toegevoeg, gebruik vir bloed- of plasmatransfusie of -infusie	90.17.60.05	16

Description of goods	Tariff heading/ subheading	Determina- tion No.
1. Errors in the following determinations are corrected as indicated: (i) The following determination is deleted:	38.19	356
(ii) The following are substituted for the existing determinations: High bulk multifilament tricel 200 denier—yarn of cellulosic fibres, stretch or bulked, exceeding 700 dtex	51.01.43.30	29
Semi-matt X-bright tri-acetate 180 denier—yarn of cellulosic fibres, stretch or bulked, exceeding 150 dtex but not exceeding 700 dtex	51.01.43.20	30
Lanese core-bulked yarn—yarn of cellulosic fibres, stretch or bulked, exceeding 700 dtex	51.01.43.30	31
Microscope sets T687.L with an eyepiece diameter of 18 mm and a tube length of 80 mm—toys made chiefly of metal	97.03.30	72
2. Amendments to determinations resulting from amendments to Part 1 of Schedule No. 1 to the Customs and Excise Act (Act 91 of 1964) (i) The following determinations are withdrawn with effect from 24 December 1981:	68.13	4
	84.59	15
	84.59	197
	84.59	322
	85.23	2
	85.23	7
	85.23	8
	85.23	12
	85.23	13
	85.23	15
	85.23	21
	85.23	22
(ii) The following is substituted for the existing determination with effect from 4 December 1981: GU-ETP hollow copper sections—other seamless tubes and pipes of copper with an outside cross-sectional dimension not exceeding 115 mm	74.07.90.10	1
(iii) The following are substituted for the existing determinations with effect from 24 December 1981: Asbestos discs used on the rollers of glassmaking machines for regulating the thickness of glass—fabricated asbestos articles, other	68.13.90	1
Filter sheets of asbestos containing paper pulp—paper, millboard and felt, other	68.13.45.90	2
GG8 Gun-Gum bandage for repairing motor vehicle exhaust leaks—paper, millboard and felt, other	68.13.45.90	3
Fortex asbestos listing tape—woven or knitted fabrics	68.13.33	5
Asbestos Millboard M5—asbestos millboard	68.13.45.10/90	6
Valvepack 1300—cords and strings, whether or not plaited	68.13.27	7
Filtrox No. 3 filter pump—fabricated asbestos fibres	68.13.05	8
Felbestos sheets—compressed asbestos fibre jointing, in sheets or rolls, not elsewhere provided for	68.13.55	9
Ches-lon packing—cords and strings, whether or not plaited	68.13.27	10
Magnet asbestos hollow braided tubing—cords and strings, whether or not plaited	68.13.27	11
TBA asbestos fibre filled rope lagging—cords and strings, whether or not plaited	68.13.27	12
Acme woven asbestos webbing tape—woven or knitted fabrics	68.13.33	13
Cylinder head gasket of asbestos reinforced with metal gauze and which metal sheeting folded around the edges of holes—fabricated asbestos articles, other	68.13.90	14
Valve cover gasket of asbestos containing a bonded substance only—fabricated asbestos articles, other	68.13.90	15
Leotite No. 495 and Leonite acid No. 481 jointing—compressed asbestos fibre jointing, in sheets or rolls, not elsewhere provided for	68.13.55	16
Walkerite jointing No. 271—compressed asbestos fibre jointing, in sheets or rolls, not elsewhere provided for	68.13.55	17

Description of goods	Tariff heading/ subheading	Determina- tion No.
Unilion jointing—compressed asbestos fibre jointing, in sheets or rolls, not elsewhere provided for	68.13.55	18
FW300 TBA Fortex asbestos webbing—woven or knitted fabrics	68.13.33	19
Chesterton braided plastic packing, style 550, of graphite and long fibre asbestos—cords and strings, whether or not plaited	68.13.27	20
Asbestos millboard types 97B and J3—millboard with a thickness of 1 mm or more, not reinforced and not containing added rubber	68.13.45.10	21
White asbestos millboard—millboard with a thickness of 1 mm or more, not reinforced and not containing added rubber	68.13.45.10	22
Nipro sterile disposable 3-way stopcock used for intravenous administration of fluids, blood and medications—valve, other	84.61.90	2
Eheim plastic valves for aquariums—valves, other	84.61.90	3
Geyser garden hose spray nozzle—hose fitting	84.61.30	4
Mark II Load Genie (Control Devices Inc.) for use with air compressor tanks—safety vent valve	84.61.01.20	5
Bendix Westinghouse relay valve R-6 and relay emergency valve R.E.6 used on heavy vehicle braking systems—valves, other	84.61.90	6
Koike Safety Z coupling set for fuel, gas or oxygen hoses to prevent flashback—hose fitting	84.61.30	7
Dow 3" cast iron diaphragm valve with Saran liner—diaphragm valve, not elsewhere specified or included	84.61.63	8
Pope Garden Gun—hose fitting	84.61.30	9
VRV-200-B series triple action vacuum relief valve used for medical/surgical purposes—valve, other	84.61.90	10
Kurimoto Monotight butterfly valve with body of cast iron and stem and disc of stainless steel, rubber lined and used with corrosive fluids—butterfly valve, other	84.61.59.90	11
AR74 metal ferrules for aerosol container valves—parts of valves, other	84.61.99.90	12
Lacomat precipitator pressure control regulator for sprinkler irrigation—pressure control valve, automatic	84.61.07	13
Gall Thomson Coil Core Breakaway couplings used in pipelines when transferring fuel, chemicals, etc.—hose fittings	84.61.30	14
Saffire hose check valves for use with fuel, gas and oxygen hoses to prevent flashback—hose fittings	84.61.30	15
Rolon disposable sterile 3 position Luer stopcock used with a manometer tube for withdrawing spinal fluid from a patient—valve, other	84.61.90	16
Sperry G.910 combined governor/filter for gas meter—valve, other	84.61.90	17
Ator 1/2" and 1" steam stop valves and Duator 3/4" steam check valves [Albert Taylor & Sons (Valves) Ltd.]—valves, other	84.61.90	18
Foxboro Power Positioner—valve, other	84.61.90	19
Beam Model 60 vaporizer-regulator for converting petrol engines to liquid petroleum gas engines—pressure reducing breather or vent valve	84.61.01.20	20
Brownall laboratory taps NL 1602 of brass and artificial plastic material—valves, other	84.61.90	21
Varec flame trap assembly—valve, other	84.61.90	22
Klinger ABSH22-VIII manifold cocks—valves, other	84.61.90	23
Aga oxygen and acetylene regulators—pressure reducing valves, other	84.61.01.90	24
Speakman Eyesaver eye and face wash units for washing away contaminants from face and eyes with aerated water—washbasin water mixing taps	84.61.50	25
Venn steam pressure reducing valves—pressure reducing valves, other	84.61.01.90	26
Valvair Pilot valve for blast valve unit used in photometric ore sorter—valve, other	84.61.90	27
Harris 88-3 FGL and FGR check valves for use in acetylene and oxygen hoses for welding—hose fittings	84.61.30	28
Extractor Sterling (Sterling Hydraulics Ltd.) self sealing pull-break hydraulic couplings consisting of a pull-break carrier and a pull-break probe—hose fittings	84.61.30	29
Rockwell International Model 121-12 liquid petroleum gas regulator—safety valve, other	84.61.01.90	30
Rego liquid petroleum gas shut off valve Series 3100—diaphragm valve, not elsewhere specified or included	84.61.63	31
Aga TMA-540 and TMO-540 constant flow regulators for acetylene and oxygen supply from cylinders for welding, brazing, cutting, etc.—pressure reducing valves, other	84.61.01.90	32
Water Watcher III sprinkler irrigation valve incorporating a battery-operated timing mechanism—valve, other	84.61.90	33
Dole hose line thermostats for motor vehicles—thermostatically controlled valves	84.61.09	34
Hayward Vari-Flo Cyclo Multiport valve Sp-710—valve, other	84.61.90	35
OMSCO Kelly valves—valves, other	84.61.90	36
P.30E Hydro fitting, being an adjustable whirlpool inlet for massage baths—valve, other	84.61.90	37
Aquagun hose nozzle with threaded adaptor for insecticide jars, hand sprays, etc.—a hose fitting	84.61.30	38
Liquidair model 466B oxygen regulator and model 466/18B acetylene regulator—pressure reducing valves, other	84.61.01.90	39
Monoflow Pig Drinker 3/8"—valve, other	84.61.90	41
Safemix shower taps—thermostatically controlled valves	84.61.09	43
Mounting cups (closing caps) for aerosol cans, to be fitted with aerosol spray valves—parts of valves, other	84.61.99.90	44
Aerosol valve components—parts of valves, other	84.61.99.90	45
Lindley snap adapters—hose fittings	84.61.30	46
Lindley snap nozzles—hose fittings	84.61.30	47
Haws model 7170 twin eye wash unit incorporating valves—washbasin water mixing taps	84.61.50	48
Oildrive IGT power steering units—valves, other	84.61.90	49
IMF inner tubes and IMF end tubes of glass fibre—other parts of electric accumulators	85.04.99.90	7
Tadiran nickel cadmium cells T-103 kits—other parts of electric accumulators	85.04.99.90	8
Degussa mineral insulated thermocouple electric cable—instrumentation cable, of a length exceeding 50 m, other	85.23.13.90	1
Thermocouple extension wire, teflon insulated and covered with felted asbestos—instrumentation cable, of a length exceeding 50 m, insulated with artificial plastic material	85.23.13.10	3
Thermocouple cable insulated with compacted magnesium oxide powder and sheathed in nickel chrome—instrumentation cable, of a length exceeding 50 m, other	85.23.13.90	4
Ship wiring cable insulated with heat-resistant synthetic rubber (of EPR type) and sheathed in polychloroprene—other power cable, of a length exceeding 50 m, with copper conductors	85.23.60	5
Green line cable made-up of 6 P.V.C. insulated conductors sheathed in steel braiding—communication cable, of a length exceeding 50 m, insulated with artificial plastic material	85.23.13.10	6
Okoguard type SHD-GC shovel and dragline cable—other power cable, of a length exceeding 50 m, with copper conductors, not insulated with rubber	85.23.60	9
ITT powerflex 90 type SHD trailing cable—other power cable, of a length exceeding 50 m, with copper conductors	85.23.60	10

Description of goods	Tariff heading/ subheading	Determina- tion No.
Wire with connections at both ends and incorporating a fuse holder with a fuse—wiring harnesses for motor vehicles	85.23.95	11
Protolon trailing cable 5DK3883—power cable, of a length exceeding 50 m, with copper conductors, insulated with rubber	85.23.43	14
Types AE 3L, AN 3L and AP 3L thermocouple wire, asbestos insulated with a moisture resistant plastic foil inner wrapping—instrumentation wire, of a length exceeding 50 m, insulated with artificial plastic material	85.23.13.10	16
Types 9110-6 and 304-36W jumper leads fitted on both ends—wire and cable, with conductors of copper, of a length not exceeding 50 m, other	85.23.70.90	18
Type I.C.I.-206 test kit containing 60 jumpers—wire and cable, with conductors of copper, of a length not exceeding 50 m, other	85.23.70.90	19
375/KKK/316 High purity thermocouple cable—instrumentation cable, of a length exceeding 50 m, other ..	85.23.13.90	20
Continuous thermocouple transducer cable (CT2C)—instrumentation cable, of a length exceeding 50 m, other	85.23.13.90	23
3. Amendments to determinations in terms of section 47 (9) (d) of the Customs and Excise Act (Act 91 of 1964)		
(i) The following determination is withdrawn with effect from 24 December 1981:	84.54	6
(ii) The following is substituted for the existing determination with effect from 3 June 1981: Norsolene 9090—other polymerisation and copolymerisation product	39.02.90	234
(iii) The following are substituted for the existing determinations with effect from 24 December 1981: Voramate M269—diisocyanate, other	29.30.40.90	13
Ordinella 15-station automatic collator—bookbinding machinery	84.32	3
Schriber standard collator for business forms, used for collating, glueing, numbering, crimping, perforating and cutting—other machinery for making up paper	84.33	4
GHS Kolectaset collator for business forms, used for collating, glueing, numbering, crimping and perforating—other machinery for making up paper	84.33	5
(iv) Determination Nos. 6 and 10 under tariff heading 84.33 are withdrawn and replaced by the following determinations with effect from 24 December 1981: TMF Neckar N10 collating machine—a book-binding machine	84.32	7
Schober Junior collator—a book-binding machine	84.32	8
(v) Determination No. 28 under tariff heading 84.35 is withdrawn and replaced by the following determination with effect from 24 December 1981: Auto-Sorter AS100—a bookbinding machine	84.32	9
(vi) Determination Nos. 15, 118, 148, 149 and 151 under tariff heading 84.45 are withdrawn and replaced by the following determinations with effect from 24 December 1981: Peddinghaus concrete reinforcing steel bar cropping machine—a shearing machine with a cutting length not exceeding 415 cm	84.45.65.60	15
Mubea H50E concrete reinforcing rod cutting machine—a shearing machine with a cutting length not exceeding 415 cm	84.45.65.60	118
Uni-Cropper UC-40 reinforcing bar cropping machine—a shearing machine with a cutting length not exceeding 415 cm	84.45.65.60	148
Uni-Shear model 55-300—a shearing machine with a cutting length not exceeding 415 cm	84.45.65.60	149
High Speed Chopper, a machine for cutting wire frames and shearing gauze—a shearing machine with a cutting length not exceeding 415 cm	84.45.65.60	151
(vii) Determination No. 7 under tariff heading 84.28 is withdrawn and replaced by the following determination with effect from 24 December 1981: Sanovo 400 eggbreaker and separator—other industrial machine, other	84.59.80.90	495
(viii) Determination No. 197 under tariff heading 85.22 is withdrawn and replaced by the following determination with effect from 24 December 1981: Loma 3 S electric metal detector, used for detection of ferrous and non-ferrous metals in food products, etc.—electrical measuring, checking, etc. instrument, other	90.28.90	529
(ix) Determination No. 111 under tariff heading 90.28 is withdrawn and replaced by the following determination with effect from 24 December 1981: Foxboro 63U series electronic Consotrol difference alarm—electric sound or visual signalling apparatus, other	85.17.90	84
(x) The following is substituted for the existing determination with effect from 24 December 1981: Butterfly-19 INT and -21 INT infusion sets, used for the administration of medications and for collecting of blood samples—tubes of artificial plastic material, fitted with trocars or other devices, for blood or plasma transfusion or infusion	90.17.60.05	16

DEPARTEMENT VAN GESONDHEID, WELSYN EN PENSIOENE

No. R. 2794

24 Desember 1981

DIE SUID-AFRIKAANSE APTEKERSRAAD

WYSIGING VAN DIE REGULASIES, INSLUITENDE DIE MINIMUM LEERGANG, VIR 'N GRAAD IN FARMASIE

Die Minister van Gesondheid, Welsyn en Pensioene het kragtens artikel 49 (1) (j) van die Wet op Aptekers, 1974 (Wet 53 van 1974), op aanbeveling van die Suid-Afrikaanse Aptekersraad, die Regulasies, insluitende die minimum leergang, vir 'n Graad in Farmasie, afgekondig by

DEPARTMENT OF HEALTH, WELFARE AND PENSIONS

No. R. 2794

24 December 1981

THE SOUTH AFRICAN PHARMACY BOARD

AMENDMENT OF THE REGULATIONS, INCLUDING THE MINIMUM CURRICULUM, FOR A DEGREE IN PHARMACY

The Minister of Health, Welfare and Pensions has, in terms of section 49 (1) (j) of the Pharmacy Act, 1974 (Act 53 of 1974), on the recommendation of the South African Pharmacy Board, amended the Regulations, including the minimum curriculum, for a Degree in Pharmacy, published

Goewermentskennisgewing R. 1476 van 1 Augustus 1975 en gewysig by Goewermentskennisgewing R. 2504 van 9 November 1979, gewysig—

(1) deur die byvoeging voor regulasie 1 van die volgende paragraaf: "Die volgende regulasies is van toepassing op alle studente wat hulle studies in Farmasie I na 1 Januarie 1982 begin."; en

(2) deur die skraping in regulasie 2 (1) van die letter "(a)" en die woorde "of (b) Chemie, Dierkunde, Fisika en Plantkunde";

(3) deur die vervanging van die lys vakke in regulasie 2 (2) deur die volgende lys:

Biochemie (halwe kursus);
Farmakologie I (volle kursus) en II (een en 'n halwe kursus);
Farmaseutika I, II en III;
Farmasie-administrasie A en B (twee halwe kursusse);
Farmasiepraktyk (Halwe kursus);
Farmaseutiese Chemie I, II (volle kursusse) en III (halwe kursus);
Fisiologie;
Geregtelike Farmasie (halwe kursus);
Gesondheidkunde.

under Government Notice R. 1476 of 1 August 1975 and amended by Government Notice R. 2504 of 9 November 1979—

(1) by the addition before regulation 1 of the following paragraph: "The following regulations shall be applicable to all students who commence their studies in Pharmacy I after 1 January 1982.";

(2) by the deletion in regulation 2 (1) of the letter "(a)" and of the following words "or (b) Botany, Chemistry, Physics and Zoology";

(3) by the substitution for the list of subjects in regulation 2 (2) of the following list:

Biochemistry (half course);
Forensic Pharmacy (half course);
Health Science;
Pharmaceutics I, II and III;
Pharmaceutical Chemistry I, II (full courses) and III (half course);
Pharmacology I (full course) and II (one and a half courses);
Pharmacy Administration A and B (two half courses);
Pharmacy Practice (half course);
Physiology.

No. R. 2795

24 Desember 1981

STANDAARDE EN VEREISTES WAARAAN PERSELE, GEBOUE, PRIVAAT WONINGS, APPARAAT EN TOERUSTING WAAR VOEDSEL OP ENIGE WYSE GEHANTEER OF BEREI WORD VIR VERKOOP AAN DIE PUBLIEK MOET VOLDOEN.—WYSIGING

Die Minister van Gesondheid, Welsyn en Pensioene het, kragtens die bevoegdheid aan hom verleen by artikel 35 saamgelees met artikel 40 van die Wet op Gesondheid, 1977 (Wet 63 van 1977), die regulasies in die Bylae hiervan uiteengesit, uitgevaardig.

BYLAE

1. In hierdie Bylae beteken "regulasies" die regulasies afgekondig by Goewermentskennisgewing R. 2795 van 14 Desember 1979.

2. Regulasie 2 (3) (d), (e), (f) en (6) van die regulasies word hierby geskrap.

3. Regulasie 3 van die regulasies word hierby gewysig deur die woorde "beligting en ventilasie" onmiddellik na die woord "strukturele" in reël vier in te voeg.

4. Regulasie 8 (b) van die regulasies word hierby deur die volgende vervang:

"(b) indien dit na die mening van 'n plaaslike bestuur nodig is, vereistes te stel vir die verskaffing op sodanige perseel van kleedkamers, wat was-, toilet- of opbergingsgeriewe vir kleren kan insluit, vir persone wat op die perseel werk;"

5. Regulasie 9 (b) van die regulasies word hierby deur die volgende vervang:

"(b) die verkoop van sodanige voedingsmiddel geskied tydens 'n eenmalige funksie soos 'n kermis of 'n ander funksie van soortgelyke aard: Met dien verstande dat sodanige funksie nie meer as vier keer per jaar, bereken vanaf 1 Januarie van enige jaar tot 31 Desember van sodanige jaar, plaasvind nie;"

No. R. 2795

24 December 1981

STANDARDS TO WHICH AND REQUIREMENTS WITH WHICH PREMISES, BUILDINGS, PRIVATE DWELLINGS, APPARATUS AND EQUIPMENT WHERE FOOD IS HANDLED, OR PROCESSED IN ANY OTHER WAY, FOR THE PURPOSES OF SALE TO THE PUBLIC, SHALL CONFORM.—AMENDMENT

The Minister of Health, Welfare and Pensions has, under the powers vested in him by section 35 read with section 40 of the Health Act, 1977 (Act 63 of 1977), made the regulations set out in the Schedule hereto.

SCHEDULE

1. In this Schedule "regulations" means the regulations published under Government Notice R. 2795 of 14 December 1979.

2. Regulation 2 (3) (d), (e), (f) and (6) of the regulations is hereby repealed.

3. Regulation 3 of the regulations is hereby amended by the insertion of the words "lighting and ventilation" immediately after the word "structural" in the fourth line.

4. The following is hereby substituted for regulation 8 (b) of the regulations:

"(b) if, in the opinion of the local authority, it is necessary to lay down requirements for the provision of change-rooms, which may include washing, toilet or storing facilities for clothes, on such premises for persons who work on the premises;"

5. The following is hereby substituted for regulation 9 (b) of the regulations:

"(b) the selling of such foodstuffs takes place at an isolated function like a fête or any other function of a similar nature: Provided that such function shall not be held more than four times per year, calculated from 1 January of any year to 31 December of such year;"

DEPARTEMENT VAN MANNEKRAG

No. R. 2791

24 Desember 1981

WET OP MANNEKRAGOPLEIDING, 1981

MANNEKRAGOPLEIDINGSKOMITEE VIR DIE HAARKAPPERSBEDRYF, PORT ELIZABETH.—WYSIGING VAN LEERVOORWAARDES

Ek, Stephanus Petrus Botha, Minister van Mannekrag, handelende kragtens artikel 13 van bogemelde Wet, wysig hierby Goewermentskennisgewing R. 1808 van 4 Oktober 1968 (soos toegepas by Goewermentskennisgewing R. 591 van 18 April 1969), soos gewysig by Goewermentskennisgewings R. 1926 van 6 November 1970 (soos toegepas by Goewermentskennisgewing R. 50 van 15 Januarie 1971), R. 2135 van 12 November 1976 (soos toegepas by Goewermentskennisgewing R. 198 van 11 Februarie 1977), R. 1208 van 8 Junie 1979 (soos toegepas by Goewermentskennisgewing R. 1826 van 24 Augustus 1979), R. 779 van 11 April 1980 (soos toegepas by Goewermentskennisgewing R. 1350 van 27 Junie 1980) en R. 2110 van 17 Oktober 1980 (soos toegepas by Goewermentskennisgewing R. 54 van 9 Januarie 1981), deur klousules 1 en 2 (1) van die Leervoorwaardes deur die volgende klousules te vervang:

"1. KWALIFIKASIES OM MET VAKLEERLINGSKAP TE BEGIN

Die minimum leeftyd en opvoedkundige kwalifikasies om met vakleerlingskap te begin is 16 jaar en standerd VIII of 'n verklaring van prestasie uitgereik deur of namens die skool wat deur die voornemende vakleerling besoek is, waarin verklaar word dat hy op die standerd VIII-peil geslaag het in die vakke Afrikaans, Engels en minstens twee ander vakke."

"2. (1) Behoudens subklousule (2) is die leertyd drie jaar in beide aangewese ambagte: Met dien verstande dat 'n vakleerling wat 'n sertifikaat verwerf het wat deur 'n Staatsondersteunde inrigting uitgereik is, waarin verklaar word dat hy 'n eenjarige intensiewe opleidingskursus in die ambag waarvoor hy ingeboek gaan word, met welslae deurloop het en 'n Nasionale Tegniese Sertifikaat, Deel II (N2), verwerf het, behalwe vir die doeleindes van klousule 6 (a) (ii) en (b) (ii), geag word die eerste jaar van gemelde leertyd te voltooi het."

S. P. BOTHA, Minister van Mannekrag.

No. R. 2813

24 Desember 1981

WET OP ARBEIDSVERHOUDINGE, 1956

ELEKTROTEGNIJSE NYWERHEID, OOS-LONDEN.—VERLENGING VAN OOREENKOMS

Ek, Johan Gert Hendrik Botha, Adjunk-direkteur-generaal: Mannekrag, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verleng hierby, kragtens artikel 48 (4) (a) (i) van die Wet op Arbeidsverhoudinge, 1956, die tydperke vasgestel deur die Minister in Goewermentskennisgewings R. 2224 van 10 November 1978, R. 1115 van 22 Mei 1981 en R. 1610 van 31 Julie 1981 met 'n verdere tydperk wat op 30 Junie 1982 eindig.

J. G. H. BOTHA, Adjunk-direkteur-generaal: Mannekrag.

DEPARTMENT OF MANPOWER

No. R. 2791

24 December 1981

MANPOWER TRAINING ACT, 1981

MANPOWER TRAINING COMMITTEE FOR THE HAIRDRESSING TRADE, PORT ELIZABETH.—AMENDMENT OF CONDITIONS OF APPRENTICESHIP

I, Stephanus Petrus Botha, Minister of Manpower, acting in terms of section 13 of the above-mentioned Act, hereby amend Government Notice R. 1808 of 4 October 1968 (as applied by Government Notice R. 591 of 18 April 1969), as amended by Government Notices R. 1926 of 6 November 1970 (as applied by Government Notice R. 50 of 15 January 1971), R. 2135 of 12 November 1976 (as applied by Government Notice R. 198 of 11 February 1977), R. 1208 of 8 June 1979 (as applied by Government Notice R. 1826 of 24 August 1979), R. 779 of 11 April 1980 (as applied by Government Notice R. 1350 of 27 June 1980) and R. 2110 of 17 October 1980 (as applied by Government Notice R. 54 of 9 January 1981), by the substitution for clauses 1 and 2 (1) of the Conditions of Apprenticeship of the following clauses:

"1. QUALIFICATIONS FOR COMMENCING APPRENTICESHIP

The minimum age and educational qualifications for commencing apprenticeship shall be 16 years and Standard VIII or a statement of attainment issued by or on behalf of the school attended by the prospective apprentice reflecting a pass at Standard VIII level in the subjects Afrikaans, English and at least two other subjects."

"2. (1) Subject to subclause (2) the period of apprenticeship shall be three years in both designated trades: Provided that an apprentice who has obtained a certificate issued by a State-aided institution stating that he has successfully completed a one-year intensive training course in the trade in which he is to be indentured and who has obtained a National Technical Certificate, Part II (N2), shall, except for the purposes of clause 6 (a) (ii) and (b) (ii), be deemed to have completed the first year of the said period of apprenticeship."

S. P. BOTHA, Minister of Manpower.

No. R. 2813

24 December 1981

LABOUR RELATIONS ACT, 1956

ELECTRICAL INDUSTRY, EAST LONDON.—EXTENSION OF AGREEMENT

I, John Gert Hendrik Botha, Deputy Director General: Manpower, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (i) of the Labour Relations Act, 1956, extend the periods fixed by the Minister in Government Notices R. 2224 of 10 November 1978, R. 1115 of 22 May 1981 and R. 1610 of 31 July 1981 by a further period ending 30 June 1982.

J. G. H. BOTHA, Deputy Director General: Manpower.

No. R. 2814

24 Desember 1981

WET OP ARBEIDSVERHOUDINGE, 1956

ELEKTROTEGNIËSE NYWERHEID, NATAL.—HER-
NUWING VAN OOREENKOMS VIR DIE ELEKTRO-
TEGNIËSE AANNEMINGSEKSIE

Ek, Stephanus Petrus Botha, Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermentskennisgewings R. 1109 van 22 Mei 1981 en R. 1785 van 28 Augustus 1981, van krag is vanaf 1 Januarie 1982 en vir die tydperk wat op 28 Februarie 1982 eindig.

S. P. BOTHA, Minister van Mannekrag.

No. R. 2815

24 Desember 1981

WET OP ARBEIDSVERHOUDINGE, 1956

ELEKTROTEGNIËSE NYWERHEID, NATAL.—WY-
SIGING VAN OOREENKOMS VIR DIE ELEKTROTEG-
NIËSE AANNEMINGSEKSIE

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

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Elektrotegniese Nywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 28 Februarie 1982 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms aange- gaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgeson- derd dié vervat in klousule 1 (1) (a), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 28 Februarie 1982 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 die Wysigingsooreenkoms.

S. P. BOTHA, Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIËSE NYWERHEID
(NATAL)

ELEKTROTEGNIËSE AANNEMINGSEKSIE

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aange- gaan tussen die

Electrical Contractors' Association (South Africa)

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

Amalgamated Engineering Union

en die

South African Electrical Workers' Association

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

wat die partye is by die Nywerheidsraad vir die Elektrotegniese Nywerheid (Natal),

om die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1109 van 22 Mei 1981, soos gewysig en hernieu deur Goewermentskennisge- wings R. 1785 en R. 1786 van 28 Augustus 1981, te wysig.

No. R. 2814

24 December 1981

LABOUR RELATIONS ACT, 1956

ELECTRICAL INDUSTRY, NATAL.—RENEWAL OF
AGREEMENT FOR THE ELECTRICAL CONTRACT-
ING SECTION

I, Stephanus Petrus Botha, Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices R. 1109 of 22 May 1981 and R. 1785 of 28 August 1981, to be effective from 1 January 1982 and for the period ending 28 February 1982.

S. P. BOTHA, Minister of Manpower.

No. R. 2815

24 December 1981

LABOUR RELATIONS ACT, 1956

ELECTRICAL INDUSTRY, NATAL.—AMENDMENT
OF AGREEMENT FOR THE ELECTRICAL CON-
TRACTING SECTION

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

(a) in terms of section 48 (1) (a) of the Labour Rela- tions Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Electrical Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 28 February 1982, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and the period ending 28 February 1982, 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 Amending Agreement.

S. P. BOTHA, Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE ELECTRICAL INDUSTRY
(NATAL)

ELECTRICAL CONTRACTING SECTION

AGREEMENT

in terms of the Industrial Conciliation Act, 1956, made and entered into by and between the

Electrical Contractors' Association (South Africa)

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

Amalgamated Engineering Union

and the

South African Electrical Workers' Association

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

being the parties to the Industrial Council for the Electrical Industry (Natal),

to amend the Agreement published under Government Notice R. 1109 of 22 May 1981, as amended and renewed by Government Notices R. 1785 and R. 1786 of 28 August 1981.

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet nagekom word deur werkgewers en werknemers in die Elektrotegniese Nywerheid—

(a) wat lede van onderskeidelik die werkgewersorganisasie en die vakverenigings is; en

(b) wat betrokke is by of in diens is in die landdrosdistrikte Alfred, Babanango, Bergville, Camperdown, Dannhauser, Dundee, Durban, Eshowe, Estcourt, Glencoe, Hlabisa, Impendle, Inanda, Ingwavuma, Ixopo, Kliprivier, Kranskop, Lionsrivier, Lower Tugela, Lower Umfolozi, Mahlabatini, Mapamulo, Mooirivier, Msinga, Mtonjaneni, Mtunzini, Ndwedwe, Newcastle, New Hanover, Ngotshe, Nkandla, Nongoma, Nqutu, Paulpietersburg, Pietermaritzburg, Pinetown, Polela, Port Shepstone, Richmond, Ubombo, Umbumbulu, Umvoti, Umzinto, Underberg, Utrecht, Vryheid en Weenen, maar uitgesonderd enige gedeeltes van hierdie landdrosdistrikte wat ingevolge Proklamasie R. 11, 1977, wat in die Staatskoerant van 28 Januarie 1977 verskyn het, binne die selfregerende grondgebied van KwaZulu val, in die werksaamhede uiteengesit in paragrawe (a), (b) en (c) van die omskrywing van "Elektrotegniese Nywerheid" in klausule 3.

(2) Ondanks subklausule (1), is die Ooreenkoms van toepassing op—

(a) vakleerlinge slegs vir sover dit nie strydig is nie met die Wet op Vakleerlinge, 1944, of met voorwaardes wat daarkragtens gestel is;

(b) kwekelinge slegs vir sover dit nie strydig is nie met die Wet op Opleiding van Ambagsmanne, 1951, of met voorwaardes wat daarkragtens voorgeskryf is.

(3) Vir die toepassing van hierdie Ooreenkoms word die weeklikse loonskaal van vakleerlinge, voorgeskryf kragtens die Wet op Vakleerlinge, 1944 (Wet 37 van 1944), as die weekloon van sodanige werknemers geneem en is die "uurloon" die weekloon soos hierbo bereken, gedeel deur die getal-gewone ure wat daar in die betrokke bedryfsinrigting gewerk word.

2. KLOUSULE 4.—ALGEMENE BEPALINGS

Vervang klausule 4 deur die volgende:

"4. ALGEMENE BEPALINGS

Die bepaling vervat in klausules 3 tot 9 (3) (g), 9 (3) (i) tot 9 (4), 10 tot 17, 19, 20 en 22 tot 31 van Deel I, klausules 1 tot 9, 11 en 12 van Seksie I en Seksie 2 van Deel II, klausules 1 (soos gewysig deur klausule 3 hieronder) en 2 tot 4 van Seksie 3 van Deel II van die Vorige Ooreenkoms is van toepassing op werkgewers en werknemers".

3. KLOUSULE 1 VAN SEKSIE 3 VAN DEEL II VAN DIE VORIGE OOREENKOMS.—VOORGESKREWE LONE EN/OF VERDIENSTE

In subklausules (8) en (9), vervang—

(a) die woorde "munisipale gebied van Pietermaritzburg" deur die woorde "landdrosdistrik Pietermaritzburg"; en

(b) die woorde "munisipale gebiede van Newcastle, Ladysmith, Empangeni en Richardsbaai" deur die woorde "landdrosdistrikte Newcastle, Kliprivier en Lower Umfolozi".

Vir en namens die partye op hede die 1ste dag van September 1981 te Durban onderteken.

B. NICHOLSON, Voorsitter van die Raad.

M. GEORGE, Ondervoorsitter van die Raad.

D. F. ANTHONY, Sekretaris van die Raad.

No. R. 2816

24 Desember 1981

WET OP ARBEIDSVERHOUDINGE, 1956

ELEKTROTEGNIJSE AANNEMINGSNYWERHEID, TRANSVAAL.—VERLENGING VAN HOOFOOREENKOMS

Ek, Johan Gert Hendrik Botha, Adjunk-direkteur-generaal: Mannekrag, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verleng hierby, kragtens artikel 48 (4) (a) (i) van die Wet op Arbeidsverhoudinge, 1956, die tydperke vasgestel deur die Minister in Goewermentskennisgewings R. 1748 van 17 Augustus 1979, R. 1907 van 12 September 1980, R. 688 van 27 Maart 1981 en R. 1296 en R. 1297 van 19 Junie 1981, met 'n verdere tydperk wat op 28 Februarie 1982 eindig.

J. G. H. BOTHA, Adjunk-direkteur-generaal: Mannekrag.

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed by employers and employees in the Electrical Industry—

(a) who are members of the employers' organisation and trade unions, respectively; and

(b) who are engaged or employed in the Magisterial Districts of Alfred, Babanango, Bergville, Camperdown, Dannhauser, Dundee, Durban, Eshowe, Estcourt, Glencoe, Hlabisa, Impendle, Inanda, Ingwavuma, Ixopo, Klip River, Kranskop, Lions River, Lower Tugela, Lower Umfolozi, Mahlabatini, Mapamulo, Mooi River, Msinga, Mtonjaneni, Mtunzini, Ndwedwe, Newcastle, New Hanover, Ngotshe, Nkandla, Nongoma, Nqutu, Paulpietersburg, Pietermaritzburg, Pinetown, Polela, Port Shepstone, Richmond, Ubombo, Umbumbulu, Umvoti, Umzinto, Underberg, Utrecht, Vryheid and Weenen, but excluding any portions of those magisterial districts falling within the self-governing territory of KwaZulu in terms of Proclamation R. 11, 1977, which appeared in the *Government Gazette* of 28 January 1977, in the operations set forth in paragraphs (a), (b) and (c) of the definition of "Electrical Industry" in clause 3.

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

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

(b) to trainees only to the extent to which they are not inconsistent with any provisions of the Training of Artisans Act, 1951, or any conditions prescribed in terms thereof.

(3) For purposes of this Agreement, the weekly wage rate of apprentices prescribed under the Apprenticeship Act, 1944 (Act 37 of 1944), shall be taken to be the weekly wage of such employees, and the "hourly rate" shall be the weekly wage calculated as above, divided by the number of ordinary hours worked in the establishment concerned.

2. CLAUSE 4.—GENERAL PROVISIONS

Substitute the following for clause 4:

"4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 9 (3) (g), 9 (3) (i) to 9 (4), 10 to 17, 19, 20 and 22 to 31 of Part I, clauses 1 to 9, 11 and 12 of Section 1 and Section 2 of Part II, clauses 1 (as amended by clause 3 hereunder) and 2 to 4 of section 3 of Part II of the former Agreement shall apply to employers and employees".

3. CLAUSE 1 OF SECTION 3 OF PART II OF THE FORMER AGREEMENT.—SCHEDULE OF WAGES AND/OR EARNINGS

In subclauses (8) and (9), substitute—

(a) the words "Magisterial District of Pietermaritzburg" for the words "Municipal Area of Pietermaritzburg"; and

(b) the words "Magisterial Districts of Newcastle, Klip River and Lower Umfolozi" for the words "Municipal Areas of Newcastle, Ladysmith, Empangeni and Richards Bay".

Signed at Durban, as authorised, for and on behalf of the parties this 1st day of September 1981.

B. NICHOLSON, Chairman of the Council.

M. GEORGE, Vice-Chairman of the Council.

D. F. ANTHONY, Secretary of the Council.

No. R. 2816

24 December 1981

LABOUR RELATIONS ACT, 1956

ELECTRICAL CONTRACTING INDUSTRY, TRANSVAAL.—EXTENSION OF MAIN AGREEMENT

I, Johan Gert Hendrik Botha, Deputy Director General: Manpower, duly authorised thereto by the Minister of Manpower, hereby in terms of section 48 (4) (a) (i) of the Labour Relations Act, 1956, extend the periods fixed by the Minister of Government Notices R. 1748 of 17 August 1979, R. 1907 of 12 September 1980, R. 688 of 27 March 1981 and R. 1296 and R. 1297 of 19 June 1981, by a further period ending 28 February 1982.

J. G. H. BOTHA, Deputy Director General: Manpower.

No. R. 2817

24 Desember 1981

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELNYWERHEID, NATAL.—VOORSORGFONDS-, SIEKTEBYSTANDSGENOOTSKAP- EN STERFTEBYSTANDSVERENIGINGOOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Meubelnywerheid betrekking het, met ingang van 1 Januarie 1982 en vir die tydperk wat op 31 Maart 1982 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(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 5 van Hoofstuk I, klousule 4 (5) (a) van Hoofstuk II, en Hoofstuk III, met ingang van 1 Januarie 1982 en vir die tydperk wat op 31 Maart 1982 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 Hoofstuk I van genoemde Ooreenkoms.

S. P. BOTHA, Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID, NATAL.—VOORSORGFONDS, SIEKTEBYSTANDSGENOOTSKAP EN STERFTEBYSTANDSVERENIGING

OOREENKOMS

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

Natal Furniture Manufacturers' Association

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

National Union of Furniture and Allied Workers of South Africa

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

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid, Natal.

HOOFSTUK I

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Meubelnywerheid, Natal, nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is en wat onderskeidelik by die Nywerheid betrokke of daarin werksaam is;

(b) in die landdrostdistrikte Durban, Inanda, Pietermaritzburg, Pinetown en Mount Currie.

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

(a) slegs van toepassing op werknemers vir wie minimum lone in die Hofooreenkoms voorgeskryf word;

(b) van toepassing op vakleerlinge in sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of kontrakte aangegaan of voorwaardes vasgestel ingevolge genoemde Wet nie;

(c) nie van toepassing nie op 'n werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms 'n deelnemer in of lid is of daarna word van 'n ander fonds wat pensioen- en/of bystandsvoordele verskaf en wat op genoemde datum bestaan en waarin die werkgewer van daardie werknemer op genoemde datum 'n deelnemer is, of op die werkgewer van sodanige werknemer, slegs gedurende dié tydperk waarin sodanige ander fonds voortbestaan en beide werkgewer en werknemer deelnemers daarin is, indien die voordele wat sodanige ander fonds verskaf na die mening van die Raad oor die algemeen nie minder gunstig is as die voordele wat deur die Raad se fonds verskaf word nie.

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op 'n datum wat kragtens artikel 48 van die Wet deur die Minister van Mannekrag bepaal word en bly van krag vir die tydperk wat op 31 Maart 1982 eindig of vir sodanige tydperk as wat hy vasstel.

No. R. 2817

24 December 1981

LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY, NATAL.—PROVIDENT FUND, SICK BENEFIT SOCIETY AND MORTALITY BENEFIT ASSOCIATION AGREEMENT

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

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Furniture Manufacturing Industry, shall be binding, with effect from 1 January 1982 and for the period ending 31 March 1982, upon the employer's 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; and

(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 5 of Chapter I, clause 4 (5) (a) of Chapter II, and Chapter III, shall be binding, with effect from 1 January 1982 and for the period ending 31 March 1982, 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 Chapter I of the said Agreement.

S. P. BOTHA, Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, NATAL.—PROVIDENT FUND, SICK BENEFIT SOCIETY AND MORTALITY BENEFIT ASSOCIATION

AGREEMENT

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

Natal Furniture Manufacturers' Association

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

National Union of Furniture and Allied Workers of South Africa

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

being the parties to the Industrial Council for the Furniture Manufacturing Industry, Natal.

CHAPTER I

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry, Natal—

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union who are engaged or employed in the Furniture Manufacturing Industry;

(b) in the Magisterial Districts of Durban, Inanda, Pietermaritzburg, Pinetown and Mount Currie.

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

(a) only apply in respect of employees for whom minimum wages are prescribed in the Main Agreement;

(b) apply to apprentices in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contracts entered into or any condition fixed thereunder;

(c) not apply to any employee who at the date of coming into operation of this Agreement is, or thereafter becomes a participant in and member of any other fund providing pension and/or provident benefits, which is in existence on the said date and in which the employer of that employee is on the said date a participant, or to the employer of such employee, during such period only as such other fund continues to operate and both employer and employee are participants therein, if in the opinion of the Council the benefits which such other fund provides are on the whole not less favourable than the benefits provided by the Council's fund.

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister of Manpower in terms of section 48 of the Act, and shall remain in operation for the period ending 31 March 1982 or for such period as he may determine.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Arbeidsverhoudinge, 1956, omskryf word, het dieselfde betekenis as in daardie Wet en tensy die teenoorgestelde bedoeling blyk, omvat alle woorde en uitdrukkings wat die manlike geslag aandui ook die vroulike, en dié wat die enkelvoud aandui ook die meervoud, en omgekeerd; voorts, tensy dit onbestaanbaar met die samehang is, beteken—

“Wet” die Wet op Arbeidsverhoudinge, 1956;

“vakleerling” ’n werknemer wat gebind is by ’n skriftelike leerlingskontrak, geregistreer kragtens die Wet op Mannekragopleiding, 1981;

“Vereniging” die Sterftebystandsvereniging vir Natalse Meubelwerkers wat ingevolge klousule 1 (1) van Hoofstuk IV van hierdie Ooreenkoms voortgesit word;

“ouditeur” ’n openbare rekenmeester soos in die Wet omskryf;

“los werknemer” ’n werknemer wat hoogstens drie dae in ’n bepaalde week by dieselfde werkgever in diens is om grondstowwe van watter aard ook al op te laai en/of af te laai en/of op te berg;

“Komitee” of “Bestuurskomitee”, vir die doel van die administrasie van die Fonds, die Komitee deur die Raad aangestel ooreenkomstig klousule 2 (1) (a) van Hoofstuk II van hierdie Ooreenkoms, en vir die doel van die administrasie van die Vereniging, die Komitee deur die Raad aangestel ooreenkomstig klousule 7 van Hoofstuk IV van hierdie Ooreenkoms;

“bydraes” die geld wat ingevolge klousule 4 van Hoofstuk II aan die Fonds betaalbaar is en/of geld oorgedra aan die Genootskap ingevolge klousule 4 (5) van Hoofstuk II van hierdie Ooreenkoms ooreenkomstig klousule 7 (1) van Hoofstuk III en/of aan die Vereniging ingevolge klousule 4 (1) van Hoofstuk IV;

“Raad” die Nywerheidsraad vir die Meubelnywerheid, Natal;

“dag”, met betrekking tot die siektebesoldigingsbystand, ’n dag tussen en met begrip van Maandag en Vrydag in ’n werkweek van vyf dae en Maandag en Saterdag in ’n werkweek van ses dae;

“afhanklike”, met betrekking tot ’n lid vir die toepassing van Hoofstuk II—

(a) sy vrou;

(b) sy weduwee;

(c) sy minderjarige kind, wettig aangenome kind, pleegkind of minderjarige stiefkind; of

(d) iemand anders wat geheel en al van sodanige lid afhanklik is en wat aan die Komitee bewys lewer dat hy aldus afhanklik is: Met dien verstande dat die Komitee se beslissing oor wie die afhanklikes van die oorlede lid is finaal is;

“Fonds” die Voorsorgfonds vir die Meubelnywerheid, Natal, voortgesit ingevolge klousule 1 (1) van Hoofstuk II van hierdie Ooreenkoms;

“Fondsweek” die tydperk vanaf middernag tussen Donderdag en Vrydag tot middernag van die volgende Donderdag en Vrydag of sodanige ander tydperk waaroor die Raad ooreenkom;

“Meubelnywerheid” of “Nywerheid”, sonder om die gewone betekenis van die uitdrukking enigsins te beperk, die vervaardiging, hetsy in die geheel of gedeeltelik, van meubels van alle tipes, afgesien van die materiaal wat gebruik word, en dit sluit onder andere ook die volgende werksaamhede in:

Herstelwerk, stoffeerwerk, herstoffeerwerk, beitswerk, spuitwerk of poleerwerk en/of herpoleerwerk, die maak van los oortreksels en/of stoelkussings en/of gordyne en/of die maak en/of herstel van raamveermatrasses en/of rame vir stoffeerwerk, houtmasjienwerk, fineerwerk, bomatrassie, houtsnijwerk in verband met die vervaardiging en/of herstel van meubels, poleerwerk en/of herpoleerwerk aan klaviere of die vervaardiging van en/of beitswerk, spuitwerk en poleerwerk en/of herpoleerwerk aan meubels vir teekamers, kantore, kerke, skole, kroë of teaters, kabinette vir musiek-instrumente en radio- of draadlooskabinette en ook die vervaardiging van of die prosesse by die vervaardiging van beddegoed wat so omskryf en vertolk moet word dat dit alle soorte matrassie, veermatrassie, bomatrassie, kussings, peule en stoelkussings insluit, en ook die werksaamhede wat uitgevoer word op alle persele waar houtmasjienwerk, houtdraaiwerk en/of houtsnijwerk uitgevoer word in verband met die vervaardiging van meubels; voorts ook herstelwerk, herstoffeerwerk of herpoleerwerk aan meubels in of in verband met bedryfsinrigtings waarin die vervaardiging van meubels of ’n werksaamheid wat in verband staan met die finale bereiding van ’n meubelstuk vir verkoop, of in sy geheel of gedeeltelik, uitgevoer word, en die fineerwerk aan gelamelleerde blokbord- of laaghoudeure wat vir meubels gebruik word, en alle gedeeltes van materiaal wat by die vervaardiging van meubels gebruik word, maar uitgesonderd die vervaardiging van artikels wat hoofsaaklik van mandjiesgoed, gras en/of rottang gemaak word en die vervaardiging van metaalmeubels, met inbegrip van metaalkatels;

“leerling” ’n werknemer wat as ’n leerling gemagtig is of geag word gemagtig te wees ingevolge ’n ooreenkoms gepubliseer kragtens die Wet wat van tyd tot tyd op die Nywerheid van toepassing is of was;

3. DEFINITIONS

All expressions used in this Agreement which are defined in the Labour Relations Act, 1956, shall have the same meaning as in that Act and unless the contrary intention appears, all words and expressions importing the masculine shall include the feminine gender, and those signifying the singular shall include the plural and vice versa; further, unless inconsistent with the context—

“Act” means the Labour Relations Act, 1956;

“apprentice” means an employee who is bound by a written contract of apprenticeship, registered under the provisions of the Manpower Training Act, 1981;

“Association” means The Natal Furniture Workers’ Mortality Benefit Association continued in terms of clause 1 (1) of Chapter IV of this Agreement;

“auditor” means a public accountant as defined in the Act;

“casual employee” means an employee who is employed by the same employer on not more than three days in any one week for the purpose of loading and/or off-loading and/or storing raw materials of any kind;

“Committee” or “Management Committee” shall, for the purposes of the administration of the Fund, means the Committee appointed by the Council in accordance with the provisions of clause 2 (1) (a) of Chapter II of this Agreement, and for the purposes of the administration of the Association shall mean the Committee appointed by the Council in accordance with the provisions of clause 7 of Chapter IV of this Agreement;

“contributions” means the moneys payable to the Fund in terms of clause 4 of Chapter II and/or moneys diverted to the Society in terms of clause 4 (5) of Chapter II of this Agreement in accordance with clause 7 (1) of Chapter III and/or to the Association in terms of clause 4 (1) of Chapter IV;

“Council” means the Industrial Council for the Furniture Manufacturing Industry, Natal;

“day” means, in relation to the sick pay benefits, any day between and including a Monday and Friday in any five-day week, and Monday and Saturday in any six-day week;

“dependant” means, in relation to a member for the purposes of Chapter II—

(a) his wife;

(b) his widow;

(c) his minor child, legally adopted child, foster-child, or minor step-child; or

(d) any other person wholly dependent upon such member and who satisfies the Committee that he is so dependent: Provided that the Committee’s decision as to who the dependants of the deceased member are shall be final;

“Fund” means the Provident Fund for the Furniture Manufacturing Industry, Natal, continued in terms of clause 1 (1) of Chapter II of this Agreement;

“Fund week” means the period from midnight between Thursday and Friday to midnight of the following Thursday and Friday, or such other time agreed upon by the Council;

“Furniture Manufacturing Industry” or “Industry” means, without in any way limiting the ordinary meaning of the expression, the manufacture, either in whole or in part, of all types of furniture, irrespective of the materials used, and shall include, *inter alia*, the following operations:

Repairing, upholstering, re-upholstering, staining, spraying or polishing, and/or repolishing, making of loose covers and/or cushions and/or curtains, and/or the making and/or repairing of boxspring mattresses and/or frames for upholstering, woodmachining, veneering, woodturning, carving in connection with the manufacture and/or repair of furniture, polishing and/or repolishing of pianos, or the manufacture and/or staining, spraying and polishing and/or repolishing of tearoom, office, church, school, bar or theatre furniture, cabinets for musical instruments and radio or wireless cabinets and shall include the manufacture or processes in the manufacture of bedding, the definition and interpretation of which shall include all manner and/or types of mattresses, spring-mattresses, overlays, pillows, bolsters and cushions, and includes the activities carried on in any premises where wood-machining, wood-turning and/or carving in connection with the production of furniture is carried on; and includes, further, the repairing, re-upholstering or repolishing of furniture in or in connection with establishments in which the production of furniture or any operation associated with the final preparation of any article of furniture for sale, either in whole or in part is carried on, and the veneering of laminated block-board or plywood doors used for furniture, and all parts of material used in the construction of furniture, but excludes the manufacture of articles made principally of wicker, grass and/or cane, and the manufacture of metal furniture including the manufacture of metal bedsteads;

“learner” means an employee who is authorised or deemed to have been authorised a learner in terms of any Agreement published in terms of the Act which is or was binding on the Industry from time to time;

"Hofooreenkoms" 'n geldige ooreenkoms vir die Meubelnywerheid, Natal, gepubliseer kragtens artikel 48 van die Wet, waarin lere voorgeskryf word of, by afwesigheid van so 'n ooreenkoms die jongste loonooreenkoms wat kragtens die Wet vir die Nywerheid gepubliseer is;

"Mediese Komitee" die Mediese Komitee deur die Raad aangestel ooreenkomstig klousule 12 van Hoofstuk III van hierdie Ooreenkoms;

"lid" 'n werknemer wat as lid van die Fonds en/of Genootskap en/of Vereniging toegelaat is ingevolge klousule 3 van Hoofstuk II, klousule 3 van Hoofstuk III en klousule 3 van Hoofstuk IV, en het die woorde "lid" en "lidmaatskapp" 'n ooreenstemmende betekenis;

"gewone loon" die loon gebaseer op 'n werknemer se verdienste, uitgesonderd betaling vir oortydwerk, vakansiebesoldiging en enige bonus, wat betaalbaar is as hy gedurende 'n bepaalde week 44 uur gewerk het;

"hoë ouderdom" die leeftyd van 60 jaar of ouer;

"betaaldag" Vrydag in elke week, behalwe as Vrydag nie 'n werkdag is nie, wanneer die betaaldag dan die laaste werkdag voor Vrydag is of 'n dag ten opsigte waarvan die Raad vrystelling verleen het sodat dit 'n betaaldag kan wees;

"regulasies" die Genootskap se regulasies soos van tyd tot tyd deur die Mediese Komitee opgestel ooreenkomstig klousule 9 van hierdie Hoofstuk en Hoofstuk III van hierdie Ooreenkoms;

"afrede" permanente afrede uit die Nywerheid weens ongeskiktheid, swak gesondheid of hoë ouderdom en het "afree" 'n ooreenstemmende betekenis;

"reëls" die reëls van die Fonds of die Vereniging deur die Raad opgestel ooreenkomstig klousule 2 (1) (b) van Hoofstuk II en klousule 8 (3) van Hoofstuk IV van hierdie Ooreenkoms;

"Sekretaris" die Sekretaris aangestel ooreenkomstig klousule 4 van hierdie Hoofstuk;

"siekte" 'n liggaamlike aandoening, ongeskiktheid of ongesteldheid weens 'n kwaal of besering as gevolg waarvan lede en afhanklikes geregtig is op bystand kragtens klousule 2 en ingevolge klousule 8 soos beperk by klousule 10 van Hoofstuk III van hierdie Ooreenkoms, of as gevolg waarvan lede geregtig is op siektebesoldiging ingevolge klousule 9 van Hoofstuk III van hierdie Ooreenkoms;

"siektebesoldiging" die siektebesoldiging betaalbaar ingevolge klousule 9 van Hoofstuk III van hierdie Ooreenkoms;

"Genootskap" die Siektebystandsgenootskap vir Natalse Meubelwerkers ingestel ingevolge klousule 1 (1) van Hoofstuk III van hierdie Ooreenkoms;

"trustee(s)" die trustee(s) aangestel ingevolge klousule 7 van Hoofstuk 11, klousule 15 van Hoofstuk III of klousule 10 van Hoofstuk IV van hierdie Ooreenkoms.

4. ADMINISTRASIE

Die Raad moet 'n ouditeur, 'n Sekretaris en personeel aanstel op sodanige grondslag en voorwaardes as wat hy geskik ag en hy kan sodanige aanstellings verander, reëlins tref en voorsiening maak vir persele, kantoormeubels en -uitrusting vir die administrasie van die Ooreenkoms.

5. AGENTE

'n Agent wat deur die Raad aangestel word, moet behulpsaam wees met die uitvoering van hierdie Ooreenkoms. Dit is elke werkgever se plig om sodanige agente tot sy bedryfsinrigting toe te laat ten einde sodanige ondersoeke in te stel en sodanige dokumente, boeke, loonstate, loonkoevertes en loonkaartjies te ondersoek en sodanige persone te ondervra as wat nodig is om vas te stel of hierdie Ooreenkoms nagekom word, en ingeval die Raad geen agente aanstel nie kan hy die Bestuurskomitee magtig om een of meer agente aan te stel met dieselfde bevoegdhede en pligte as die agente hierbo genoem, so lank as wat die lede bydraes aan die Fonds, die Genootskap of die Vereniging verskuldig is.

6. VRYSTELLINGS

(1) Die Bestuurskomitee of die Mediese Komitee kan vrystelling verleen van enige en van of al die bepalinge van hierdie Ooreenkoms ten opsigte van 'n werkgever en/of een of meer van sy werknemers.

(2) Die Bestuurskomitee of die Mediese Komitee moet, ten opsigte van elke werkgever of persoon aan wie vrystelling ingevolge subklousule (1) hierbo, verleen is, die voorwaardes, as daar is, vasstel waaronder sodanige vrystelling verleen word en die tydperk waartydens sodanige vrystelling van krag is: Met dien verstande dat die Bestuurskomitee of die Mediese Komitee, indien hy dit gerade ag, nadat hy drie maande skriftelik kennis aan die betrokke werkgever of werknemer gegee het, 'n vrystellingssertifikaat kan intrek of wysig, ongeag of die tydperk waarvoor vrystelling verleen was, verstryk het of nie.

(3) Die Sekretaris moet aan elke werkgever/werknemer aan wie vrystelling ingevolge hierdie klousule verleen word, 'n sertifikaat onder sy handtekening uitreik waarin hy die volgende besonderhede vermeld:

- Die naam van die betrokke werkgever/werknemer voluit;
- die bepalinge van die Ooreenkoms waarvan vrystelling verleen word;
- die voorwaardes, as daar is, vasgestel ingevolge subklousule (2) hiervan waarop sodanige vrystelling verleen word; en
- die tydperk waartydens vrystelling van krag is.

"Main Agreement" means any current agreement for the Furniture Manufacturing Industry, Natal, published in terms of section 48 of the Act, in which wages are prescribed, or in the absence of such an agreement, the last wage agreement published for the Industry in terms of the Act;

"Medical Committee" means the Medical Committee appointed by the Council in accordance with the provisions of clause 12 of Chapter III of this Agreement;

"member" means an employee who has been admitted as a member of the Fund and/or Society and/or Association in terms of clause 3 of Chapter II, clause 3 of Chapter III and clause 3 of Chapter IV, and the words "member" and "membership" shall have a corresponding meaning;

"normal wage" means the wage based on an employee's earnings and payable had he worked 44 hours, excluding overtime, holiday pay and any bonus, during any one week;

"old age" means the age of 60 years or over;

"pay-day" means Friday in each week except where Friday is a non-working day, when the pay-day shall be the last working day preceding Friday or any day in respect of which exemption has been granted by the Council to permit of its being a pay-day;

"regulations" means the regulations of the Society made by the Medical Committee from time to time in accordance with the provisions of clause 9 of this Chapter and the provisions of Chapter III of this Agreement;

"retirement" means permanent retirement from the Industry through incapacity, ill-health or old age and "retire" has a corresponding meaning;

"rules" means the rules of the Fund or the Association made by the Council in terms of clause 2 (1) (b) of Chapter II and clause 8 (3) of Chapter IV respectively of this Agreement;

"Secretary" means the Secretary appointed in terms of clause 4 of this Chapter;

"sickness" means any physical disorder, incapacity or indisposition through ailment, disease, illness or injury for which members and dependants are entitled to benefits by virtue of clause 2 and in terms of clause 8 as limited by clause 10 of Chapter III of this Agreement, or for which members are entitled to sick pay in terms of clause 9 of Chapter III of this Agreement;

"sick pay" means the sick pay payable in terms of clause 9 of Chapter III of this Agreement;

"Society" means the Natal Furniture Workers' Sick Benefit Society established in terms of clause 1 (1) of Chapter III of this Agreement;

"trustee(s)" means the trustee(s) appointed in terms of clause 7 of Chapter II, clause 15 of Chapter III or clause 10 of Chapter IV of this Agreement.

4. ADMINISTRATION

The Council shall appoint an auditor, a Secretary and staff on such terms and conditions as it may deem fit and may vary such appointments, arrange and provide for premises, office furniture and equipment for the administration of the Agreement.

5. AGENTS

Any agent appointed by the Council shall assist in giving effect to the terms of this Agreement. It shall be the duty of every employer to permit such agents to enter his establishment and to institute such enquiries and to examine such documents, books, wage-sheets, pay envelopes and pay tickets and to interrogate such individuals as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed, and in the event of there being no agents appointed by the Council it may authorise the Management Committee to appoint one or more agents, with similar powers and duties of the agents referred to above for so long as contributions are due to the Fund, Society or Association by members and employers.

6. EXEMPTIONS

(1) The Management Committee or the Medical Committee may grant exemption from any or all of the provisions of this Agreement in respect of an employer and/or one or more of his employees.

(2) The Management Committee or the Medical Committee shall fix in respect of any employer or person granted exemption under the provisions of subclause (1) above the conditions, if any, subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Management Committee or the Medical Committee may, if it deems fit, after giving three months notice, in writing, to the employer or employee concerned, withdraw or vary any certificate of exemption whether or not the period for which exemption was granted has expired.

(3) The Secretary shall issue to every employer/employee granted exemption in accordance with the provisions of this clause a certificate signed by him setting out—

- the full name of the employer/employee concerned;
- the provisions of the Agreement from which exemption is granted;
- the conditions, if any, fixed in accordance with the provisions of subclause (2) hereof subject to which such exemption is granted; and
- the period during which the exemption shall operate.

(4) Die Sekretaris moet—

- (a) alle uitgereikte sertifikate in volgorde nommer;
- (b) 'n kopie van elke sodanige uitgereikte sertifikaat bewaar; en
- (c) wanneer 'n vrystelling aan 'n werknemer verleen word, 'n kopie van die vrystellingsertifikaat aan die betrokke werkgewer stuur.

(5) Elke werkgewer/werknemer moet die bepalings van die vrystellingsertifikaat wat ingevolge hierdie klousule uitgereik is nakom.

7. VRYWARING

(1) Die lede van die Raad, die lede van die Bestuurskomitee of van die Mediese Komitee en die beamptes van die Fonds, die Genootskap of die Vereniging moet nie verantwoordelik gehou word vir 'n daad wat kan lei tot verlies vir die Fonds, die Genootskap of die Vereniging, as sodanige daad te goeder trou gedoen is nie, en hulle is nie aanspreeklik vir die skulde en die laste van die Fonds, die Genootskap of die Vereniging nie, en hulle word hierby deur die Fonds, die Genootskap of die Vereniging gevrywaar teen alle verliese en uitgawes deur hulle aangegaan by of in verband met die bona fide-uitvoering van hul pligte.

(2) Die Raad en/of die Bestuurskomitee en/of die Mediese Komitee mag nie verantwoordelik gehou word vir bydraes afgetrek en bydraes verskuldig en betaalbaar deur sodanige lid teen die Fonds die Genootskap of Vereniging by sekwestrasie of liwidasië van die werkgewer se boedel of hoognaamd inbetaal is nie.

8. ALGEMENE BEPALINGS

(1) Die bystand, reg of belang waarop 'n lid van die Fonds, die Genootskap of die Vereniging, na hy beweer, ingevolge hierdie Ooreenkoms geregtig is, mag nie as grond aangewend word vir skadevergoeding in 'n geding wat deur sodanige lid teen die werkgewer ten opsigte van sy ontslag ingestel word nie. Niks in hierdie Ooreenkoms mag op enige wyse die reg van 'n werkgewer om die diens van sodanige lid te beëindig, beperk nie.

(2) Niemand, hetsy 'n lid of nie, het enige eis, reg of belang teen, op of ten opsigte van die Fonds, die Genootskap of die Vereniging of bydraes daartoe of enige eis teen die Raad of die Bestuurskomitee of die Mediese Komitee wat ingevolge hierdie Ooreenkoms ingestel is en die werkgewers nie, behalwe ingevolge en ooreenkomstig hierdie Ooreenkoms.

(3) Behoudens die Insolvensiewet, 1936, of 'n ander wet, mag die bystand waarop 'n lid en/of sy afhanklike geregtig is, by sekwestrasie of afstanddoening van sy boedel nie deel uitmaak van die bates van sy insolvente of afgestande boedel nie maar moet dit terugval aan die Fonds, die Genootskap of die Vereniging, na gelang van die geval, en kan die betrokke Komitee daarvoor beskik op 'n wyse wat na die Komitee se mening daarop bereken is om sodanige lid of afhanklike te bevoordeel.

9. REGULASIES

(1) Die Mediese Komitee het die bevoegdheid om regulasies op te stel, te wysig en te herroep, mits dit nie strydig is met die bepalings van Hoofstuk III van hierdie Ooreenkoms of 'n ander wet nie, ten einde die Genootskap se doelstellings doeltreffend uit te voer en die bedrag vas te stel van die bystand wat die Genootskap moet verleen en die voorwaardes wat daarop van toepassing is.

(2) 'n Afskrif van die regulasies asook afskrifte van alle wysigings daarvan moet op aanvraag aan elke lid van die Genootskap uitgereik word en ook aan die Direkteur-generaal van Mannekrag gestuur word.

HOOFSTUK II

1. VOORSORGFONDS VIR DIE MEUBELNYWERHEID, NATAL

(1) Die Fonds voorheen bekend as die "Bystandsfonds vir die Meubelnywerheid" wat kragtens die Ooreenkoms gepubliseer by Goewermentskenningsgewing 475 van 28 Maart 1958 ingestel is en wat daarna as die "Siektebystands- en Voorsorgfonds vir die Meubelnywerheid, Natal" bekend was, word hierby vir sover dit sake in verband met die Voorsorgfonds betref onder die benaming "Voorsorgfonds vir die Meubelnywerheid, Natal" voortgesit.

(2) Die Fonds bestaan uit—

(a) geld in die krediet van die Fonds op die datum van inwerkingtreding van hierdie Ooreenkoms;

(b) die totale weeklikse bydraes van sowel werkgewer as werknemer wat in die Fonds inbetaal word, min die bedrae wat ingevolge klousule 4 (5) van hierdie Hoofstuk oorgedra moet word;

(c) rente wat verkry word uit die belegging van geld van die fonds;

(d) geld waarmee individuele lede ingevolge klousule 6 van hierdie Hoofstuk gekrediteer word;

(e) alle ander geld waarop die fonds uit hoofde van hierdie Ooreenkoms of om 'n ander rede geregtig word, of wat aan die Fonds geskenk word.

(4) The Secretary shall—

(a) number consecutively all certificates issued;

(b) retain a copy of each such certificate issued; and

(c) where an exemption is granted to an employee, forward a copy of the certificate of exemption to the employer concerned.

(5) Every employer/employee shall observe the provisions of any certificate of exemption issued in terms of this clause.

7. INDEMNITY

(1) The members of the Council, the members of the Management Committee or of the Medical Committee and the officers of the Fund, Society or Association shall not be held responsible for any act which may result in loss to the Fund, Society or Association, where such act was done in good faith, and shall not be liable for the debts and liabilities of the Fund, Society or Association, and they are hereby indemnified by the Fund, Society or Association against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

(2) The Council and/or the Management Committee and/or the Medical Committee shall not be held responsible for any contributions deducted and any contributions due and payable by the employer not paid into the Fund, Society or Association, upon the sequestration or liquidation of the employer's estate or at all.

8. GENERAL PROVISIONS

(1) Any benefits, right or interest to which a member of the Fund, Society or Association, may claim to be entitled in terms of this Agreement shall not be used as a ground for damages in any action brought by such member against the employer in respect of dismissal. Nothing in this Agreement shall in any way restrict the right of an employer to terminate the employment of such a member.

(2) No person, whether a member or otherwise, shall have any claim, right or interest upon, to or in respect of the Fund, Society or Association or any contributions thereto or any claim against the Council or the Management Committee or the Medical Committee established in terms of this Agreement and the employers, except under and in accordance with the provisions of this Agreement.

(3) Subject to the provisions of the Insolvency Act, 1936, or any Act, if the estate of any member and/or his dependant is sequestered or assigned, the benefit to which such member or dependant is entitled, shall not form part of the assets of his insolvent or assigned estate but shall revert to the Fund, Society or Association, as the case may be, and may be dealt with by the Committee concerned in a manner calculated, in the opinion of the Committee, to benefit such member or dependant.

9. REGULATIONS

(1) The Medical Committee shall have the power to make, vary and repeal regulations not inconsistent with the provisions of Chapter III of this Agreement or any other Act for the efficient carrying out of the Society's objects and for determining the extent of the benefits to be granted by the Society and the terms and conditions applicable thereto.

(2) A copy of the regulations shall be issued to every member of the Society upon request and shall also be transmitted to the Director-General of Manpower as well as copies of any amendments thereto.

CHAPTER II

1. THE PROVIDENT FUND FOR THE FURNITURE MANUFACTURING INDUSTRY, NATAL

(1) The Fund formerly known as the "Benefit Fund for the Furniture Industry" which was established in terms of the Agreement published under Government Notice 475, dated 28 March 1958, and which was subsequently known as the "Sick Benefit and Provident Fund for the Furniture Industry, Natal", is hereby continued in so far as matters relating to the Provident Fund are concerned under the style "Provident Fund for the Furniture Manufacturing Industry, Natal".

(2) The Fund shall consist of—

(a) moneys standing to the credit of the Fund at the date of coming into operation of this Agreement;

(b) the total weekly contributions of both employer and member paid into the Fund, less any amounts to be diverted in terms of clause 4 (5) of this Chapter;

(c) interest derived from the investment of any moneys of the Fund;

(d) any moneys credit to individual members in terms of clause 6 of this Chapter;

(e) any other moneys to which the Fund may become entitled by virtue of this Agreement or for any other reason, or which may be donated to the Fund.

2. ADMINISTRASIE VAN DIE FONDS

(1) (a) Die administrasie van die Fonds berus by 'n Bestuurskomitee bestaande uit die Voorsitter en Ondervoorsitter van die Raad tesame met drie werkgewervertewoordigers en drie werknemerverteewoordigers wat lede van die Raad moet wees en deur die Raad aangestel moet word. Vir elke vertewoordiger moet die Raad uit sy geledere 'n plaasvervanger aanstel. Die Voorsitter en Ondervoorsitter van die Raad is onderskeidelik Voorsitter en Ondervoorsitter van die Komitee.

(b) Die Raad het die bevoegdheid om sy eie prosedureëls vir die Komitee voor te skryf, te verander en te wysig en om reëls rakende die administrasie van die Fonds op te stel, te wysig en te verander. Met dien verstande dat dié reëls of wysigings daarvan nie strydig is met hierdie Ooreenkoms of 'n ander wet nie. 'n Afskrif van die reëls of wysigings daarvan moet aan die Direkteur-generaal van Mannekrag gestuur word.

(c) Ingeval die Komitee om watter rede ook al nie in staat is om sy pligte na te kom nie moet die Raad hierdie pligte waarneem en sy bevoegdheid uitoefen, en ingeval daar geen Nywerheidsraad vir die Meubelnywerheid, Natal, bestaan nie, kan trustees aangestel word soos in klousule 7 van hierdie Hoofstuk bepaal.

(2) Alle koste wat vir die administrasie van die Fonds aangegaan word, kom ten laste van die Fonds.

(3) Die Komitee moet so gou moontlik ná 28 Februarie elke jaar 'n staat opstel van die Fonds se inkomste en uitgawes vir die 12 maande geëindig 28 Februarie asook 'n staat wat die Fonds se bates en laste aantoon, en dit moet deur die ouditeur gewaarmerk en deur die Voorsitter en die Ondervoorsitter medeonderteken word. Die gewaarmerkte rekening en staat en die ouditeur se verslag daaroor moet daarna op die Raadskantoor ter insae lê en afskrifte daarvan moet binne drie maande ná die sluiting van die tydperk wat daardeur gedek word aan die Direkteur-generaal van Mannekrag, die werkgewersorganisasie en die vakvereniging gestuur word.

(4) Die Komitee moet alle inkomste van die Fonds invorder en in ontvangs neem en alle geld aldus ontvang in 'n bankrekening stort wat op naam van die Fonds geopen moet word. 'n Amptelike kwitansie moet uitgereik word vir alle geld wat deur die Fonds ontvang word en onttrekkings uit die Fonds moet geskied by wyse van tjeks onderteken deur sodanige persone as wat van tyd tot tyd deur die Raad daartoe gemagtig word, en medeonderteken deur die Sekretaris van die Fonds.

(5) Indien daar te eniger tyd 'n geskil ontstaan aangaande die administrasie van die Fonds waaroor lede van die Bestuurskomitee gelykop verdeel is, moet die saak na die Raad vir beslissing verwys word.

(6) Alle geld wat nie nodig is om lopende betalings te doen en koste te vereffen nie, moet belê word in—

(a) spaarrekenings, permanente aandele of vaste deposito's by geregistreerde bougenootskappe of banke; en/of

(b) Poskantoorpaarrekenings of -sertifikate; en/of

(c) Staatseffekte van die Republiek van Suid-Afrika of effekte van plaaslike owerhede, en/of die Elektrisiteitsvoorsieningskommissie; en/of

(d) Nasionale Spaarsertifikate; of

(e) op enige ander manier wat deur die Registrateur goedgekeur word.

3. LIDMAATSKAP

(1) Behoudens klousule 1 (2) van Hoofstuk 1, bestaan lidmaatskap van die fonds—

(a) uit alle werknemers, uitgesonderd los werknemers, vir wie lone in die Hoofdooreenkoms voorgeskryf word, en vakleerlinge;

(b) behoudens die goedkeuring van die Bestuurskomitee, uit sodanige ander persone in diens in die Nywerheid wat verkies om lede te word en ten opsigte van wie hul werkgewers toegestem het om die bydraes te doen wat in klousule 4 van hierdie Hoofstuk voorgeskryf word.

(2) Lidmaatskap eindig wanneer 'n lid die Nywerheid permanent verlaat en al sy bystand ingevolge klousule 5 van hierdie Hoofstuk ontvang het.

4. BYDRAES

(1) (a) Behoudens paragraaf (b) hiervan, moet elke werkgewer op die eerste betaaldag ná die datum waarop hierdie Ooreenkoms in werking tree en daarna op elke betaaldag van elke FondswEEK van die loon van elke lid in sy diens die bedrag aftrek wat in die toepaslike kolom A van Aanhangsel A van hierdie Ooreenkoms gemeld word. By die bedrag aldus afgetrek, moet die werkgewer 'n bydrae voeg soos in die toepaslike kolom B van Aanhangsel A van hierdie Ooreenkoms gemeld word.

(b) Ondanks andersluidende bepalings in hierdie Ooreenkoms, moet geen bydraes betaal word as 'n lid slegs twee dae of minder gedurende 'n bepaalde FondswEEK werk nie.

(c) Aftrekkings moet gedoen word van die loon wat 'n lid ontvang vir tydperke van afwesigheidsverlof met besoldiging asook vir vakansie-dae met besoldiging asof die betrokke lid by sy werk aanwesig was op die normale manier gedurende alle diens tydperke, behalwe gedurende die tydperk van die jaarlikse sluiting.

2. ADMINISTRATION OF THE FUND

(1) (a) The administration of the Fund shall be vested in a Management Committee consisting of the Chairman and Vice-Chairman of the Council together with three employer representatives and three employee representatives who shall be members of the Council and shall be appointed by the Council. For each representative an alternate shall be appointed by the Council from its members. The Chairman and Vice-Chairman of the Council shall be the Chairman and Vice-Chairman of the Committee.

(b) The Council shall have the power to prescribe, alter and amend its own rules of procedure for the Committee and to make, amend and alter rules governing the administration of the Fund: Provided that such rules or any amendment thereof shall not be inconsistent with the provisions of this Agreement or with the provisions of any other act. A copy of the rules or any amendment thereof shall be transmitted to the Director-General of Manpower.

(c) In the event of the Committee being unable to perform its duties for any reason, the Council shall perform those duties and exercise its powers and in the event of there being no Industrial Council for the Furniture Manufacturing Industry, Natal, in existence trustees may be appointed as provided for in clause 7 of this Chapter.

(2) All expenses incurred for the purpose of administration of the Fund shall be a charge against the Fund.

(3) As soon as possible after 28 February in each year the Committee shall prepare an account of the revenue and expenditure of the Fund for the 12 months ended 28 February and a statement showing the Fund's assets and liabilities which shall be certified by the auditor and countersigned by the Chairman of the Committee. The certified accounts and statement and any report made by the auditor thereon shall thereafter lie for inspection at the office of the Council, and copies thereof shall within three months of the close of the period covered thereby be transmitted to the Director-General of Manpower, the employers' organisation and the trade union.

(4) The Committee shall collect and receive all revenue of the Fund and shall deposit all moneys so received in a banking account opened in the name of the Fund. An official receipt shall be issued for all moneys received into the Fund and withdrawals from the Fund shall be by cheque signed by such persons as may, from time to time, be authorised by the Council and be countersigned by the Secretary of the Fund.

(5) Should a dispute arise at any time as to the administration of the Fund in regard to which members of the Management Committee are equally divided, the matter shall be referred to the Council for a decision.

(6) Any moneys not required to meet current payments and expenses shall be invested in—

(a) savings accounts, permanent shares or fixed deposits with registered building societies or banks; and/or

(b) Post Office savings accounts or certificates; and/or

(c) Stock of the Government of the Republic of South Africa or Local Government Stock, and/or the Electricity Supply Commission; and/or

(d) National Savings Certificates; or

(e) any other manner approved by the Registrar.

3. MEMBERSHIP

(1) Subject to the provisions of clause 1 (2) of Chapter I, membership of the Fund shall—

(a) consist of all employees (other than casual employees) for whom a wage is prescribed in the Main Agreement, and apprentices;

(b) subject to the approval of the Management Committee, consist of such other persons employed in the Industry who elect to become members and in respect of whom their employers have consented to make the contributions prescribed in clause 4 of this Chapter.

(2) Membership shall cease when a member leaves the Industry permanently and has received all his benefits in terms of clause 5 of this Chapter.

4. CONTRIBUTIONS

(1) (a) Subject to the provisions of paragraph (b) hereof, every employer shall on the first pay-day after the date upon which this Agreement comes into operation and thereafter on every pay-day of each Fund week, deduct from the wage of each and every member in his employ the amount specified in the applicable column A of Annexure A to this Agreement. To the amount so deducted the employer shall add a contribution as specified in the applicable column B of Annexure A to this Agreement.

(b) Notwithstanding anything to the contrary contained in this Agreement, should a member work for only two days or less during any one Fund week, no contribution shall be made.

(c) Deductions shall be made from wages received by a member for periods of paid leave of absence from work and paid holidays as though the member concerned was present at work in the normal way during any period of employment other than during the period of annual closure.

(2) (a) Behoudens paragraaf (b) hiervan, moet die werkgewer maandeliks die totale bydraes wat in subklousule (1) van hierdie klousule gemeld word, tesame met 'n opgawe in die vorm wat deur die Raad van tyd tot tyd voorgeskryf word, aanstuur sodat dit die Sekretaris bereik voor of op die 10de dag van die maand wat volg op die maand waarin aftrekkings van die lid se loon gedoen moes word.

(b) 'n Werkgewer wat ingevolge paragraaf (a) hiervan agterstallig is met betalings en wat, nadat hy skriftelik deur die Raad gewaarsku is, versuim om die uitstaande bedrae binne sewe dae vanaf die datum van sodanige waarskuwing aan te stuur, moet, wanneer hy skriftelik deur die Raad kennis gegee word om dit te doen, die bydraes in subklousule (1) van hierdie klousule bedoel, week vir week aanstuur sodat dit die Sekretaris bereik voor of op die Vrydag wat volg op die betaaldag van die week ten opsigte waarvan die bydraes verskuldig is. Die betaling wat vir die laaste betaaldag van elke kalendermaand aangestuur word, moet vergesel gaan van die opgawe in paragraaf (a) hiervan bedoel. 'n Werkgewer op wie hierdie paragraaf van toepassing gemaak is, mag slegs wanneer hy skriftelik deur die Raad daarvan in kennis gestel is, terugkeer na die betaling van bydraes op die maandelikse grondslag waarvoor daar ingevolge paragraaf (a) hiervan voorsiening gemaak word.

(c) As dit nog nie ten opsigte van huidige werknemers gedoen is nie, maar in elk geval wanneer 'n nuwe werknemer tot die Nywerheid toetree, moet die eerste opgawe in paragraaf (a) of (b) hiervan bedoel wat volg op die datum waarop sodanige werknemer vir lidmaatskap van die Fonds gekwalifiseer het, vergesel gaan van 'n bylae wat die name van die werknemer voluit aangee, asook sodanige werknemer se adres, identiteits-/verwysingsnommer en die adres en identiteits-/verwysingsnommer, as dit beskikbaar is, van die lid se afhanklike(s) en/of ander inligting wat die Komitee van tyd tot tyd nodig het.

(d) As hy dit nog nie reeds gedoen het nie, maar in iedere geval wanneer hy by die Fonds aansluit, moet elke lid sy werkgewer in kennis stel van sy adres en identiteits-/verwysingsnommer en die adres en identiteits-/verwysingsnommer, as dit beskikbaar is, van sy afhanklike(s). Elke lid moet sy werkgewer verwittig van die adresverandering van 'n afhanklike(s) en elke werkgewer moet die Sekretaris skriftelik daarvan kennis gee.

(e) Indien 'n bedrag wat ingevolge hierdie klousule verskuldig is nie deur die Raad ontvang word teen die 10de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is nie, moet die werkgewer rente betaal op sodanige bedrag of op sodanige kleiner bedrag as wat onbetaald is, bereken teen een persent per maand of gedeelte daarvan vanaf sodanige 10de dag tot die dag waarop die betaling werklik deur die Raad ontvang word: Met dien verstande dat die Raad geregtig is om na goed dunke betaling van sodanige rente of gedeelte daarvan kwyt te skeld.

(3) As daar per abuis 'n bydrae tot die fonds gedoen word, is die fonds nie daarvoor aanspreeklik om dié bydrae na verloop van ses maande vanaf die datum van sodanige betaling terug te betaal nie.

(4) Wanneer daar per abuis bystand aan 'n lid betaal is omdat sodanige lid betalings aan die Fonds gedoen het wat nie verskuldig was nie, kan die Bestuurskomitee die bedrag van die bystand wat aldus betaal is, verreken—

(a) teen enige bedrag wat van die Fonds geëis word as 'n terugbetaling van sodanige bydraes wat nie verskuldig was nie; en

(b) teen enige toekomstige bystand wat deur die Fonds aan genoemde lid verskuldig word.

(5) Van die weeklikse bydraes van die werknemer en sy werkgewer ontvang, moet die Fonds—

(a) aan die Siektebystandsgenootskap vir Natalse Meubelwerkers soos beliggaam in Hoofstuk III van hierdie Ooreenkoms, sodanige bydraes oordra as wat in klousule 7 van Hoofstuk III van hierdie Ooreenkoms voorgeskryf word;

(b) aan die Sterftebystandsvereniging soos beliggaam in Hoofstuk IV van hierdie Ooreenkoms, sodanige bydraes oordra as wat in klousule 4 van Hoofstuk IV van hierdie Ooreenkoms voorgeskryf word.

5. BYSTAND

(1) 'n Lid is soos volg geregtig op die betaling van die bystand wat vir hom ingevolge hierdie Hoofstuk opgeloopt het:

(a) Na 24 uur agtereenvolgende maande sedert hy die Nywerheid verlaat het en by voorlegging van 'n skriftelike bewys wat die Bestuurskomitee daarvan oortuig dat die lid minstens 24 agtereenvolgende maande buite die Nywerheid gewerk het: Met dien verstande dat die Bestuurskomitee, onder buitengewone omstandighede en uitsluitlik na goedgekeurde, die betaling van sodanige bystand vóór daardie tydperk kan magtig maar nie vroeër nie as drie agtereenvolgende maande nadat die lid die Nywerheid permanent verlaat het;

(b) by aftrede uit die Nywerheid weens—

(i) hoë ouderdom; of

(ii) ongeskiktheid, swak gesondheid of swakheid en as 'n lid as gevolg daarvan permanent ongeskik geword het: Met dien verstande dat die lid van sodanige ongeskiktheid bewys gelewer het wat vir die Komitee aanvaarbaar is.

(2) (a) Subject to the provisions of paragraph (b) hereof, the employer shall forward monthly the total contributions referred to in subclause (1) of this clause together with a return in the form prescribed by the Council from time to time to reach the Secretary not later than the 10th day of the month following the month during which the member's deductions were required to be made.

(b) An employer who is in arrears with payments in terms of paragraph (a) hereof and who fails, after having been warned in writing by the Council to forward the outstanding amounts within seven days of the date of such warning, shall upon being notified by the Council in writing to do so, submit the contributions referred to in subclause (1) of this clause, week by week so as to reach the Secretary not later than the Friday following the pay-day of the week in respect of which the contributions are due. The payment submitted in respect of the last pay-day of each calendar month shall be accompanied by the return referred to in paragraph (a) hereof. An employer to whom the provisions of this paragraph have been applied may, only upon being notified by the Council in writing, revert to the payment of contributions on the monthly bases provided for in terms of paragraph (a) hereof.

(c) If not already furnished in respect of present employees, but in any event whenever a new employee enters the Industry, the first statement referred to in paragraph (a) or (b) hereof, following the date upon which such employee became eligible for membership of the Fund shall be accompanied by a schedule reflecting the full names of the employee, as well as such employee's address, identity/reference number and the address and identity/reference number where available of the member's dependant(s) and/or any other information as may be required by the Committee from time to time.

(d) Every member if he has not already done so but in any event upon joining the Fund shall advise his employer of his address and identity/reference number and the address and identity/reference number, where available, of his dependant(s). Every member shall furnish his employer with any change of address of dependant(s) and every employer shall advise the Secretary thereof in writing.

(e) Should an amount due in terms of this clause not be received by the Council by the 10th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of one per cent per month or part thereof from such 10th day until the day upon which payment is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof.

(3) If any contribution is made in error to the Fund, the Fund shall not be liable to repay that contribution after the lapse of six months from the date of such payment.

(4) Whenever any benefit has been mistakenly paid to a member as a result of such member having made to the Fund payments which were not due, the Management Committee may set off the amount of benefit so paid—

(a) against any sum claimed from the Fund as a repayment of such contributions which were not due; and

(b) against any future benefits that may become due by the Fund to the said member.

(5) From the weekly contributions received from the employee and his employer the Fund shall—

(a) divert to the Natal Furniture Workers' Sick Benefit Society embodied in Chapter III of this Agreement, such contributions as are prescribed in clause 7 of Chapter III of this Agreement;

(b) divert to the Mortality Benefit Association embodied in Chapter IV of this Agreement, such contributions as are prescribed in clause 4 of Chapter IV of this Agreement.

5. BENEFITS

(1) A member shall be entitled to payment of the benefits accrued to him in terms of this Chapter—

(a) 24 consecutive months after having left the Industry and upon production of written proof satisfactory to the Management Committee that the member was engaged outside the Industry for a period of not less than 24 consecutive months: Provided that the Management Committee may, in exceptional circumstances and at its sole discretion, authorise the payment of such benefits prior thereto but not sooner than three consecutive months after the member has left the Industry permanently;

(b) upon retirement from the Industry owing to—

(i) old age; or

(ii) incapacity, ill-health or infirmity and if a member is permanently disabled as a result thereof: Provided that the member has produced proof of such disablement to the satisfaction of the Committee.

(2) (a) Behoudens klousule 4 van hierdie Hoofstuk, is 'n lid in subklousule (1) (a) hiervan bedoel, geregtig op ondervermelde bystand:

(i) As hy een jaar lank lid was, die totale bedrag wat hy bygedra het, plus rente, asook bonusse waarmee hy op grond van sy eie bydraes gekrediteer is;

(ii) as hy twee jaar lank lid was, die totale bedrag wat hy bygedra het, plus rente, asook bonusse waarmee hy op grond van sy eie bydraes gekrediteer is, plus 25 persent van die werkgever se bydraes en rente waarmee die lid gekrediteer is;

(iii) as hy drie tot vyf jaar lank lid was, die totale bedrag wat hy bygedra het, plus rente, asook bonusse waarmee hy op grond van sy eie bydraes gekrediteer is, plus 50 persent van die totale som van die werkgever se bydraes en rente waarmee die lid gekrediteer is;

(iv) as hy langer as vyf jaar maar hoogstens 10 jaar lank lid was, die totale bedrag wat hy bygedra het, plus rente, asook bonusse waarmee hy op grond van sy eie bydraes ingevolge klousule 6 van hierdie Hoofstuk gekrediteer is, plus 60 persent van die totale som van die werkgever se bydraes en rente waarmee die lid gekrediteer is;

(v) as hy langer as 10 jaar maar hoogstens 20 jaar lank lid was, die totale bedrag wat hy bygedra het, plus rente, asook bonusse waarmee hy op grond van sy eie bydraes ingevolge klousule 6 van hierdie Hoofstuk gekrediteer is, plus 75 persent van die totale som van die werkgever se bydraes en rente waarmee die lid gekrediteer is;

(vi) as hy langer as 20 jaar lank lid was, die totale bedrag wat hy bygedra het, plus rente, asook bonusse waarmee hy op grond van sy eie bydraes gekrediteer is, plus die totale som van die werkgever se bydraes en rente waarmee die lid gekrediteer is.

(b) 'n Lid in subklousule (1) (b) hiervan bedoel, moet, behoudens klousule 4 (5) van hierdie Hoofstuk, die bystand betaal word wat in subklousule (2) (a) (iv) hiervan voorgeskryf word: Met dien verstande dat die Komitee die reg het om te vereis dat 'n mediese verslag oor sodanige lid op koste van die Fonds voorgelê word.

(3) (a) Aansoek om bystand moet skriftelik gedoen word in die vorm wat deur die Komitee voorgeskryf word.

(b) Wanneer 'n lid na die Nywerheid terugkeer voordat betaling gedoen is op 'n aansoek om onttrekking van bystand, verval die aansoek outomaties en word bydraes onmiddellik hervat.

(c) By betaling aan 'n lid van alle bystand wat vir hom ingevolge hierdie Hoofstuk opgeloop het, word die saldo van die werkgever se bydraes en rente, as daar is, aan die Fonds verbeur as 'n item waarop die Fonds ingevolge klousule 1 (2) (e) van hierdie Hoofstuk geregtig geword het.

(4) (a) By bewyslewering, wat vir die Bestuurskomitee aanvaarbaar is, van die dood van 'n lid, moet die Fonds aan die afhanklike(s) 'n bedrag betaal gelyk aan die totale bedrag van sy eie en die werkgever se bydraes wat ten opsigte van sodanige lid bygedra is, plus rente, en bonusse waarmee hy ingevolge klousule 6 van hierdie Hoofstuk gekrediteer is, en het die boedel van die gestorwe lid geen eis teen die Fonds nie.

(b) As die afhanklike 'n minderjarige is, moet die Bestuurskomitee aan sodanige minderjarige se wettige voog die bystand betaal wat ten bate van die minderjarige gebruik moet word.

(c) Elke werkgever moet die Sekretaris verwittig van die dood van 'n lid in sy diens. Die Sekretaris moet, so gou moontlik nadat hy inligting van die dood van 'n lid uit enige bron ontvang het die afhanklike daarvan in kennis stel per brief of omsendbrief waarin die jongs bekende werkplek van die oorlede bydraer gemeld word, asook die feit dat bystand opgeëis kan word by 'n adres wat die Bestuurskomitee vermeld.

(d) Ingeval die Sekretaris nie in kennis gestel is van die jongste adres van 'n afhanklike nie en die Bestuurskomitee nie daartoe in staat is om die afhanklike by sy/haar jongs bekende adres op te spoor en geen eis om bystand wat ingevolge hierdie klousule verskuldig is, ingestel word binne 'n maand nadat bewys van die dood van 'n lid ontvang is nie, moet die Bestuurskomitee 'n advertensie, in albei amptelike tale, plaas in drie agtereenvolgende uitgawes van hoogstens drie dagblaaie in omloop in die Republiek van Suid-Afrika, waarvan een 'n nuusblad moet wees in die distrik waarin die oorlede lid normaalweg woonagtig was, en in sodanige advertensie moet die jongs bekende werkplek van die oorlede lid en die bekende naam/nam van afhanklike(s) en sy/hul jongs bekende adres(se) genoem word, asook die feit dat bystand beskikbaar is vir opvordering deur die afhanklike(s) by 'n adres wat die Bestuurskomitee vermeld.

(e) As die afhanklike(s) binne 'n jaar en 'n dag vanaf die datum van die laaste plasing van sodanige advertensie soos in paragraaf (d) hiervan vermeld, versuim om die bystand wat aan hom/hulle verskuldig is, op te eis, moet veronderstel word dat daar geen afhanklike(s) is nie en moet sodanige bystand aan die Fonds verbeur word as geld waarop die Fonds geregtig geword het ingevolge klousule 1 (2) (e) van hierdie Hoofstuk, ten bate van die oorblywende lede, en daarna is daar geen verdere eis teen die Fonds nie: Met dien verstande dat die Bestuurskomitee, ingeval 'n eis ontvang word binne 'n tydperk van drie jaar na die dood van 'n lid, die bevoegdheid het om na goedgekeurde bedrae aan die betrokke afhanklike(s) te betaal uit die geld wat aan die fonds teruggeval het.

(2) (a) Subject to the provisions of clause 4 of this Chapter, a member referred to in subclause (1) (a) hereof shall be entitled to the following benefits:

(i) If he has been a member for a period of one year, the total amount contributed by him, plus any interest, and bonuses credited to his own contributions;

(ii) if he has been a member for a period of two years, the total amount contributed by him, plus any interest, and bonuses credited to his own contributions, plus 25 per cent of the employer's contributions and interest credited in respect of that member;

(iii) if he has been a member for a period of three to five years, the total amount contributed by him, plus any interest, and bonuses credited to his own contributions in terms of clause 6 of this Chapter, plus 50 per cent of the total sum of the employer's contributions and interest credited in respect of that member;

(iv) if he has been a member for a period in excess of five years, but not exceeding 10 years, the total amount contributed by him, plus any interest, and bonuses credited to his own contributions in terms of clause 6 of this Chapter, plus 60 per cent of the total sum of the employer's contributions and interest credited in respect of that member;

(v) if he has been a member for a period in excess of 10 years but not exceeding 20 years, the total amount contributed by him, plus any interest, and bonuses credited to his own contributions in terms of clause 6 of this Chapter, plus 75 per cent of the total sum of the employer's contributions and interest credited in respect of that member;

(vi) if he has been a member for a period in excess of 20 years, the total amount contributed by him, plus any interest, and bonuses credited to his own contributions, plus the total sum of the employer's contributions and interest credited in respect of that member.

(b) A member referred to in subclause (1) (b) hereof shall, subject to the provisions of clause 4 (5) of this Chapter, be paid the benefits prescribed in subclause (2) (a) (iv) hereof: Provided that the Committee shall have the right to demand a medical report in respect of such a member at the expense of the Fund.

(3) (a) Applications for benefits shall be made, in writing, in the form prescribed by the Committee.

(b) When a member returns to the Industry before payments has been made on an application for withdrawal of benefits, the application will automatically lapse and contributions shall forthwith be resumed.

(c) Upon payment to a member of all benefits accrued to him in terms of this Chapter, the balance of the employer's contributions and interest, if any, shall be forfeited to the Fund as an item to which the Fund has become entitled in terms of clause 1 (2) (e) of this Chapter.

(4) (a) On proof, satisfactory to the Management Committee, of the death of a member the Fund shall pay the dependant(s) an amount equal to the aggregate amount of his own and the employer's contributions contributed in respect of such member, plus interest, and bonuses credited thereto in terms of clause 6 of this Chapter and the estate of a deceased member shall have no claim against the Fund.

(b) If the dependant is a minor, the Management Committee shall pay the benefit to such minor's legal guardian, to be used for the benefit of the minor.

(c) Every employer shall notify the Secretary of the death of any member in his employ. The Secretary shall as soon as possible, upon receiving information from any source of the death of a member, notify the dependant by letter or circular stating the last known place of work of the deceased contributor and the fact that benefits may be claimed at an address specified by the Management Committee.

(d) In the event of the Secretary not having been notified of the latest address of a dependant and the Management Committee not being able to trace the dependant at his/her last known address and no claim for benefits due in terms of this clause having been made within a month of the proof of the death of a member, the Management Committee shall insert an advertisement in both official languages in three successive issues of not more than three daily newspapers circulating in the Republic of South Africa, one of which shall be a newspaper circulating in the district in which the deceased member was normally resident, stating the last known place of work of the deceased member, the known name(s) of the dependant(s) and his/her last known address(es) and the fact that benefits are available for collection by the dependant(s) at an address specified by the Management Committee.

(e) If within a year and a day from the date of the last insertion of such advertisement as specified in paragraph (d) hereof, the dependant(s) fail to claim the benefits due to him/them, it shall be assumed that there are no dependant(s) and such benefits shall be forfeited to the Fund as moneys to which the Fund has become entitled in terms of clause 1 (2) (e) of this Chapter, for the benefit of the remaining members, and there shall thereafter be no further claim against the Fund: Provided that the Management Committee shall, in the event of a claim being received within a period of three years after the death of a member, be entitled in its entire and absolute discretion, to make payments to the dependant(s) concerned out of the moneys which have reverted to the Fund.

(5) As 'n lid bystand ontvang het waarop hy nie ingevolge hierdie Hoofstuk geregtig is nie en die saak nie behandel word op die wyse soos uiteengesit in klousule 4 (4) van hierdie Hoofstuk nie, is hy daarvoor aanspreeklik om die bedrag van die bystand aldus ontvang aan die Fonds terug te betaal: Met dien verstande dat as die Komitee dit in enige besondere geval onbillik ag om terugbetaling van die hele bedrag van die bystand te eis, hy na goeddunke die terugbetaling van 'n kleiner bedrag kan eis of die lid die hele bedrag kan kwytsteld.

(6) Behoudens hierdie klousule mag geen bystand of reg op bystand gesedeer, oorgedra, afgestaan of andersins oorgemaak, of verpand of vphipotekeer word nie, en is geen bydrae deur 'n lid of namens 'n lid gedoen, vatbaar vir beslaglegging of onderworpe aan enige vorm van eksekusie ingevolge 'n uitspraak of bevel van 'n geregshof nie.

(7) Niks in hierdie Hoofstuk raak op enige wyse die reg van 'n lid of sy afhanklike(s) om skadeloosstelling of skadevergoeding te eis ten opsigte van werkmans wat beseer is of wat sterf as gevolg van 'n ongeluk wat ontstaan het uit en in die loop van sy diens nie, en die bedrag betaalbaar ingevolge hierdie subklousule mag nie verminder word as gevolg van die betaling van sodanige eis nie.

(8) (a) As bystand wat verskuldig en betaalbaar geword het, uitgesonderd bystand verskuldig en betaalbaar aan afhanklikes ingevolge subklousule (4) van hierdie klousule, nie opgeëis word binne twee jaar vanaf die datum waarop dit verskuldig geword het nie, moet die Bestuurskomitee, na verstryking van die tweejaartydperk, 'n advertensie, in albei amptelike tale, plaas in hoogstens drie agtereenvolgende uitgawes van drie dagblaie wat in die Republiek van Suid-Afrika in omloop is waarin bekendgemaak word dat 'n opgawe beskikbaar is op die kantoor van die Raad ter insae van lede of die afhanklike(s) van sodanige lede wat die Nywerheid verlaat het voor en tot op die vervaldatum van die onopgeëiste Voorsorgfondsybydraes wat in die opgawe verskyn en waarin sodanige lid of sy afhanklike(s) versoek word om eise om sodanige bystand in te dien binne 'n tydperk van drie maande vanaf die datum van die laaste plasing van die advertensie en om volledige besonderhede te verstrek van die grond waarop sodanige eise ingedien word. Die Komitee moet, na die laaste datum waarop eise ingedien kan word, sodanige eise oorweeg en aan 'n lid of, as geen eis van 'n lid ontvang word nie, aan sy afhanklike(s) wat eise ingedien het op die wyse hierin voorgeskryf, na goeddunke sodanige bedrae betaal wat nie meer is as die volle bystand wat aan die lid verskuldig is nie: Met dien verstande dat sodanige betaling gedoen moet word aan die afhanklike(s) volgens die rangorde gemeld in die omskrywing van "afhanklike" in klousule 3 van Hoofstuk I van hierdie Ooreenkoms.

(b) As geen eis binne 'n tydperk van drie maande van 'n lid of sy afhanklike(s) ontvang is nie, moet die Fonds afskrifte van die opgawe van sodanige onopgeëiste geld aan die vakvereniging verstrek wat moet poog om binne 'n verdere drie maande die lede op te spoor of hul afhanklike(s) te vind wanneer daar kennis gedra word van afhanklikes. As geen eis binne 'n tydperk van ses maande vanaf die datum van die laaste plasing van die advertensie ingevolge paragraaf (a) hiervan van 'n lid of sy afhanklike(s) ontvang is nie moet die bystand aan die Fonds verbeur word as geld waarop die Fonds geregtig geword het ingevolge klousule 1 (2) (e) van hierdie Hoofstuk ten bate van die oorblywende lede en daarna is daar geen verdere eis teen die Fonds nie: Met dien verstande dat die Bestuurskomitee egter, ingeval 'n eis ontvang word binne 'n tydperk van vyf jaar vanaf die datum van beëindiging van die diens van 'n lid in die Nywerheid, na goeddunke die bevoegdheid het om bedrae aan die betrokke lid of begunstigdes te betaal uit die geld wat aan die Fonds teruggeval het.

6. RENTE EN BONUSSE

(1) Op 28 Februarie elke jaar moet die surplus (as daar is) verkry word deur die totale bedrag van—

(a) die uitgawes vir die administrasie van die Fonds tot en met 28 Februarie van daardie jaar;

(b) rente gekrediteer aan lede wat bystand gedurende daardie jaar ontvang het; en

(c) sodanige bedrae as wat in subklousule (4) hiervan gemeld word; af te trek van die som van die bedrae wat gedurende die vorige jaar soos volg opgeloop het, naamlik:

- (i) Rente uit beleggings;
- (ii) bystand verbeur deur lede van die Fonds toe hulle die Nywerheid verlaat het voordat hulle vir volle bystand gekwalifiseer het;
- (iii) alle geld in klousule 1 (2) (e) van hierdie Hoofstuk bedoel; en
- (iv) die saldo oorgebring na die toewysing van rente en bonusse.

(2) Ingeval 'n surplus verkry word op die wyse in subklousule (1) hiervan voorgeskryf, is elke lid geregtig op rente op die bedrag wat in sy krediet staan, en die bedrag in die Fonds wat in die krediet van sy werkgewer staan, word met 'n gelyke bedrag aan rente verhoog. Die rentekoers moet deur die Bestuurskomitee vasgestel word.

(3) (a) As daar na die mening van die Bestuurskomitee 'n groot genoeg saldo oorbly nadat die totale bedrag aan rente, gekrediteer ingevolge subklousule (2) hiervan, afgetrek is van die surplus in genoemde subklousule gemeld moet die bedrag wat in die krediet van die lid staan, verhoog word by wyse van 'n bonus wat op die volgende wyse bereken word:

Gemelde saldo moet vasgestel word as 'n persentasie van die totale bedrae wat op 28 Februarie in die krediet van lede se eie bydraerelkenings in die Fonds staan. Die persentasie aldus vasgestel, moet daarna vermenigvuldig word met die totale bedrag wat in die krediet van die lid se eie bydraerelkening staan en die resultaat aldus verkry is dan sy bonus.

(5) If a member has received benefits to which he is not entitled under the provisions of this Chapter and the matter is not dealt with in the manner set out in clause 4 (4) of this Chapter, he shall be liable to repay to the Fund the amount of the benefits so received: Provided that if the Committee deems it inequitable in any particular case to demand repayment of the whole amount of the benefit, it may in its discretion demand repayment of any lesser amount or relieve such member of the repayment of the whole amount.

(6) Save as is provided for in this clause, no benefits or right to benefit shall be capable of being ceded, transferred, assigned or otherwise made over, or of being pledged or hypothecated nor shall any contribution made by a member or on his behalf be liable to be attached or be subject to any form of execution under a judgement or order of a court of law.

(7) Nothing contained in this Chapter shall in any way affect the right of any member or his dependant(s) to claim compensation or damages in respect of workmen injured or dying from any accident arising out of an accident in the course of his employment, and the amount payable under this subclause shall not be reduced by reason of any payment that may be made as a result of such claim.

(8) (a) If any benefit due and payable, other than benefits due and payable to dependant(s) in terms of subclause (4) of this clause, is not claimed within two years from the due date thereof, the Management Committee shall, after the expiry of the two-year period, insert an advertisement, in both official languages, in not more than three successive issues of three daily newspapers circulating in the Republic of South Africa, advising that a schedule is available for scrutiny at the offices of the Council by members or the dependant(s) of such members who left the Industry prior to and up to the due date of the unclaimed Provident Fund contributions reflected in the schedule and calling upon such member or his dependant(s) to submit claims for such benefits within a period of three months from the date of the last insertion of the advertisement and to furnish full details of the grounds upon which such claims are made. The Committee shall, after the last date upon which claims may be submitted, consider such claims and may pay to a member or, if no claims are received from a member, to his dependant(s) who have submitted claims in the manner prescribed herein, such moneys not exceeding the full benefit due to the member, as it may deem fit: Provided that such payment shall be made to dependant(s) in the order of preference contained in the definition of "dependant" as defined in clause 3 of Chapter 1 of this Agreement.

(b) Should no claim have been received from a member or his dependant(s) within a period of three months, the Fund shall supply the trade union with copies of the schedule of such unclaimed moneys. The trade union shall within a further period of three months try to trace the members or dependant(s) where known. Should no claim have been received from a member or his dependant(s) within a period of six months from the date of the last insertion of the advertisement in terms of paragraph (a) hereof, the benefit shall be forfeited to the Fund as moneys which the Fund has become entitled to in terms of clause 1 (2) (e) of this Chapter for the benefit of the remaining members and there shall thereafter be no further claim against the Fund: Provided that the Management Committee shall, however, in the event of a claim being received within a period of five years, from the date of termination of services of a member in the Industry, be entitled in its entire and absolute discretion to make payment to the member or beneficiaries concerned out of the moneys that have reverted to the Fund.

6. INTEREST AND BONUSES

(1) As at 28 February of each year, the surplus (if any) shall be obtained by deducting the total of—

(a) the expenses for the administration of the Fund up to and including 28 February of that year;

(b) any interest credited to members who received benefits during that year; and

(c) such moneys as are referred to in subclause (4) hereof; from the sum of the following accruals during the previous year:

- (i) Interest from investments;
- (ii) benefits forfeited by members of the Fund upon leaving the Industry before qualifying for full benefits;
- (iii) any moneys referred to in clause 1 (2) (e) of this Chapter; and
- (iv) any balance carried forward after the allocation of interest and bonuses.

(2) In the event of a surplus being obtained in the manner prescribed in subclause (1) hereof, each member shall be entitled to interest on the amount standing to his credit, and the amount in the Fund standing to the credit of his employer shall be increased by a like amount of interest. The rate of such interest shall be determined by the Management Committee.

(3) (a) If, in the opinion of the Management Committee, a balance of sufficient proportions remains after deducting the total sum of interest credited in terms of subclause (2) hereof from the surplus referred to in the said subclause, the amount standing to the credit of the member shall be increased by way of a bonus arrived at in the following manner:

The said balance shall be determined as a percentage of the total amounts standing to the credit in the Fund of members' own contribution accounts as at 28 February. The percentage thus ascertained shall thereupon be multiplied by the total amount standing to the credit of the member's own contribution account and the figures so obtained shall be his bonus.

(b) Die Bestuurskomitee het die reg om die persentasie in paragraaf (a) hiervan bedoel vir berekeningsdoeleindes te verminder tot die naaste gerieflike persentasie en/of breuk daarvan en om die saldo wat oorbly na die toewysing van bonusse na die volgende jaar oor te dra.

(c) Vir die toepassing van hierdie klousule moet elke lid van die Fonds rente en bonusse ontvang ooreenkomstig subklousules (2) en (3) van hierdie klousule, ongeag of die bedrag wat in sy rekening staan, verskuldig geword het en betaalbaar is of onderworpe is aan 'n aansoek om onttrekking of onderworpe is aan enigeen van die prosedures voorgeskryf vir aansoeke om eise of onderworpe is aan verbeuring.

(d) Na die toewysing van rente en bonusse ingevolge onderskeidelik subklousules (2) en (3) van hierdie klousule, en ingeval hierdie bystand verskuldig en betaalbaar word, en by betaling van sodanige bystand vóór die eersvolgende 28 Februarie, is 'n lid geregtig op rente vanaf 28 Februarie onmiddellik vóór die datum van betaling, tot sodanige datum van betaling. Die rentekoers is dié wat die Komitee vasstel ooreenkomstig subklousule (2) van hierdie klousule.

(4) Die Bestuurskomitee moet bystand van lede herstel wat verbeurd verklaar is weens geen fout van hulle kant nie, as gevolg van foute in opgewas van werkgewers of persoonsverwarring by die administrasie van die Fonds.

7. VERSTRYKING VAN OOREENKOMS, ONTBINDING VAN DIE RAAD EN LIKWIDASIE

(1) Indien hierdie Ooreenkoms verstryk weens verloop van tyd of beëindiging om 'n ander rede en geen daaropvolgende ooreenkoms binne 12 maande na die datum van verstryking van hierdie Ooreenkoms aangegaan word om die werksaamhede van die Fonds voort te sit nie of indien die Fonds nie binne 12 maande na genoemde datum van verstryking deur die Raad oorgedra word na 'n ander fonds wat vir dieselfde doel ingestel is nie, moet die Fonds gelikwider word deur die Komitee wat intussen vir die administrasie van die Fonds verantwoordelik is. Ingeval die Fonds ooreenkomstig hierdie subklousule oorgedra word—

(a) mag nie bystand wat op die datum van sodanige oordrag van lede van die Fonds verskuldig is, op generlei wyse as gevolg van die oordrag verminder word nie; en

(b) moet 'n lid van die Fonds wat nie lid van die nuwe Fonds kan word nie, sy volle bystand betaal word asof hy die Nywerheid verlaat het.

(2) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende die tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Fonds steeds geadminestreer word deur die Komitee of sodanige ander persone as wat die Registrateur ingevolge daardie subartikel aanwys. 'n Vakature wat in die Komitee ontstaan, kan deur die Registrateur gevul word uit werkgewers en werknemers in die Nywerheid, na gelang van die geval, ten einde gelyke getalle werkgewers en werknemersvertegenwoordigers in die Komitee te verseker. Ingeval die Komitee nie in staat is nie of onwillig is om sy pligte na te kom of 'n dooie punt daarin ontstaan wat die administrasie van die Fonds na die mening van die Registrateur onuitvoerbaar of onwenslik maak, kan hy 'n persoon aanstel wat onverwyld nog twee persone moet koöpteer van wie een 'n lid van die Fonds of 'n besoldigde beampte van die vakvereniging is, en die ander een 'n lid van die werkgewersorganisasie of 'n besoldigde beampte daarvan is, en tesame is hierdie persone die trustees van wie al die bevoegdhede, regte en pligte van die Komitee berus. Ingeval daar geen Raad bestaan nie, moet die fonds by verstryking van die Ooreenkoms deur die Komitee of die trustees, na gelang van die geval, gelikwider word.

(3) 'n Vakature wat ontstaan in die raad van trustees, saamgestel kragtens subklousule (2) van hierdie klousule, moet op dieselfde wyse gevul word as wat in daardie subklousule bepaal word.

(4) Die trustees moet uit die Fonds dié redelike gelde betaal word waaroor hulle en die Registrateur ooreenkom.

(5) By likwidering van die Fonds ingevolge subklousule (1) of (2) van hierdie klousule moet die Bestuurskomitee, likwidateur of die trustees, na gelang van die geval—

(a) onverwyld daartoe oorgaan om alle beleggings en bates van die Fonds in kontantfondse om te sit wat dan binne 30 dae as onmiddellik opeisbare kontant belê moet word;

(b) alle krediteure, administrasie- en likwidasielaste uit die Fonds betaal;

(c) na aftrekking van alle verskuldigde bedrae en uitgawes, die netto aanwas of tekort van die fonds bepaal en dit toewys aan die lede se rekenings op die wyse in klousule 6 van hierdie Hoofstuk voorgeskryf;

(d) ná hierdie finale toewysing ingevolge paragraaf (c) hiervan die bedrae in die krediet van die lede se rekenings aan sodanige lede uitbetaal asof hulle by aftrede die Nywerheid verlaat het.

(6) Ondanks andersluidende bepalings in hierdie Hoofstuk, word die bystand verbeurd waarop lede ingevolge subklousule (5) (d) hiervan geregtig geword het maar wat hulle nie binne ses maande opgeëis het na die datum waarop sodanige bystand verskuldig en betaalbaar geword het nie, en moet dit, eerstens, in die Siektebystandsgenootskap vir Natsale Meubelwerkers inbetaal word, en as die Genootskap nie meer bestaan nie, dan in die Sterftebystandsvereniging vir Natsale Meubelwerkers: Met dien verstande egter dat die Raad die bevoegdheid het om, ingeval 'n eis ontvang word binne 'n tydperk van drie jaar vanaf die datum waarop sodanige bystand verskuldig geword het, na goeddunke aan die betrokke begunstigdes betalings te doen uit die geld wat aan die fondse van die Raad verbeur is.

(b) The Management Committee shall have the right to reduce the percentage referred to in paragraph (a) hereof to the nearest convenient percentage and/or fraction thereof for purposes of calculation and to carry forward to the following year any balance left over after allocation of bonuses.

(c) For the purposes of this clause, every member of the Fund shall receive interest and bonuses in terms of subclauses (2) and (3) of this clause, irrespective of whether the amount standing to his account has become due and payable, or is subject to an application for withdrawal, or is subject to any of the procedures prescribed for the invitation of claims, or subject to forfeiture.

(d) After the allocation of interest and bonuses in terms of subclauses (2) and (3) respectively of this clause, and in the event of these benefits becoming due and payable, and upon payment of such benefits before the next succeeding 28 February, a member shall be entitled to interest from 28 February immediately prior to the date of payment to such date of payment. The rate of interest shall be the rate determined by the Committee in terms of subclause (2) of this clause.

(4) The Management Committee shall reinstate benefits of members which have been declared forfeited through no fault of their own by virtue of errors in returns of employers or mistaken identity by the administration of the Fund.

7. EXPIRY OF AGREEMENT. DISSOLUTION OF COUNCIL AND LIQUIDATION

(1) the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, and no subsequent Agreement being negotiated for the purpose of continuing the operation of the Fund or the Fund not being transferred by the Council to any other fund constituted for the same purpose within 12 months from the date of expiry of this Agreement, the Fund shall be liquidated by the Committee which in the meantime shall be responsible for the administration of the Fund. In the event of the Fund being transferred in terms of this subclause—

(a) the benefits due to members of the Fund as at the date of such transfer shall in no way be diminished by virtue of such transfer; and

(b) any member of the Fund who may be precluded from becoming a member of the new Fund, shall be paid out his full benefit as if he had retired from the Industry.

(2) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Fund shall continue to be administered by the Committee or such other persons as the Registrar may designate in terms of that subsection. Any vacancy occurring on the Committee may be filled by the Registrar from employers and employees in the Industry, as the case may be, so as to ensure and equality of employer and employee representatives on the Committee. In the event of the Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a person who shall forthwith co-opt two more persons, one being a member of the fund or a paid official of the trade union and the other being a member of the employers' organisation or a paid official thereof and these persons together shall be the trustees in whom all the powers, rights and duties of the Committee shall vest. In the event of there being no Council in existence, the Fund shall be liquidated upon the expiry of the Agreement by the Committee or the trustees, as the case may be.

(3) Any vacancy occurring on the board of trustees as constituted in subclause (2) of this clause shall be filled in the manner provided for in that subclause.

(4) The trustees shall be paid from the Fund such reasonable fees as shall be agreed upon between themselves and the Registrar.

(5) Upon liquidation of the Fund in terms of subclause (1) or (2) of this clause, the Management Committee, liquidator or the trustees, as the case may be, shall—

(a) forthwith proceed to convert all investments and assets of the Fund into cash funds and invest such cash on call within 30 days;

(b) pay all creditors, administration and liquidation expenses from the Fund;

(c) after deduction of all amounts owing and expenses, determine and allocate the net improvement or shortfall of the Fund to the members' accounts in the manner prescribed in clause 6 of this Chapter;

(d) after this final allocation in terms of paragraph (c) hereof, pay the amounts standing to the credit of the members' accounts to such members as though they had left the Industry upon retirement.

(6) Notwithstanding anything to the contrary contained in this Chapter, should any benefits to which members have become entitled in terms of subclause (5) (d) not be claimed within six months from the date upon which such benefits become due and payable, the benefits shall be forfeited, and shall be paid, firstly, into the Natal Furniture Workers' Sick Benefit Society and, if the Society is no longer in existence, then into the Natal Furniture Workers' Mortality Benefit Association: Provided that the Council shall, however, in the event of a claim being received within a period of three years from the date upon which such benefits became due, be entitled in its entire and absolute discretion, to make payments to the beneficiaries concerned out of the moneys which have been forfeited to the funds of the Council.

(7) Ingeval sowel die Vereniging as die Genootskap reeds gelikwedeer is, moet geld wat kragtens subklousule (6) hiervan verbeur is in die algemene fondse van die Raad inbetaal word: Met dien verstande egter dat die Raad die bevoegdheid het om, ingeval 'n eis ontvang word binne 'n tydperk van drie jaar vanaf die datum waarop sodanige bystand verskuldig geword het soos in subklousule (6) hiervan gespesifiseer na goeiddunke aan die betrokke begunstigdes betalings te doen uit die geld wat aan die fondse van die Raad verbeur is.

(8) As die sake van die Raad reeds afgesluit en die saldo van die Raad se fondse verdeel is, moet die geld wat kragtens subklousule (6) hiervan verbeur is, ingeval die Vereniging en die Genootskap reeds gelikwedeer is, verdeel word soos bepaal in artikel 34 (4) van die Wet asof dit deel van die algemene fondse van die Raad uitmaak.

HOOFSTUK III

1. SIEKTEBYSTANDSGENOOTSKAP VIR NATALSE MEUBELWERKERS

(1) Die Siektebystandsgenootskap vir Natalse Meubelwerkers word hierby voortgesit.

(2) Die geld van die Genootskap bestaan uit—

- (a) alle geld wat in die krediet van die Genootskap oorgeplaas word op die datum waarop hierdie Ooreenkoms van krag word;
- (b) die bydraes wat ooreenkomstig klousule 4 (5) van Hoofstuk II van hierdie Ooreenkoms aan die Genootskap oorgedra word;
- (c) rente verkry uit die belegging van geld van die Genootskap; en
- (d) alle ander geld waarop die Genootskap geregtig word of wat aan die Genootskap geskenk word.

2. DOELSTELLINGS

(1) Die doelstellings van die Genootskap is om by wyse van bydraes en skenkings fondse in te samel en in stand te hou ten einde aan lede ooreenkomstig hierdie Hoofstuk van hierdie Ooreenkoms en die regulasies en, behoudens klousule 5 van hierdie Hoofstuk, aan hul afhanklikes mediese, snykundige, tandheelkundige en oogkundige diens en behandeling te verskaf, asook medisyne, verbande, geriewe, behandeling in hospitale of verpleeginrigtings wanneer vry beddens in 'n hospitaal ooreenkomstig die betrokke provinsiale ordonnansie nie beskikbaar is nie en dit 'n dringende geval is; om siektebesoldiging aan lede te verskaf en sodanige ander bystand en hulp as wat die Mediese Komitee van tyd tot tyd bepaal en om stappe te doen ter voorkoming van siekte en ter verbetering en bevordering van lede en hul afhanklikes se gesondheid.

(2) In verband met die verwesenliking van bogemelde doelstellings kan die Genootskap—

- (a) kontrakte aangaan met sodanige dokters, verpleegsters, aptekers en ander persone as wat hy wenslik ag, asook hulle retineer of in diens neem;
- (b) 'n hospitaal, verpleeginrigting, hersteloor of dergelike inrigting of 'n spreekkamer of apteek oprig en/of dryf;
- (c) kontrakte aangaan met 'n hospitaal, verpleeginrigting, hersteloor of 'n dergelike inrigting vir die versorging van lede en hul afhanklikes;
- (d) kontrakte aangaan met 'n oogkundige, tandarts, farmaseut of ander persoon vir die verskaffing van dienste, oogkundige benodigdhede, medisyne, kunsgebitte, verbande en drogerie;
- (e) roerende en, behoudens die goedkeuring van die Registrateur, vaste eiendom verkry en/of geboue oprig en/of in stand hou;
- (f) amalgameer of verenig met of wederkerig saamwerk met enige ander organisasie of liggaam wie se doelstellings geheel en al of gedeeltelik soortgelyk is aan dié van die Genootskap.

(3) Verder kan die Genootskap alle sodanige ander dinge doen as wat gepaard gaan met of bevorderlik is vir die verwesenliking van die doelstelling, of wat gepaard gaan met enigeen van die bevoegdhede of funksies in hierdie Hoofstuk van die Ooreenkoms bedoel.

3. LIDMAATSKAP

(1) (a) Behoudens klousule 1 (2) van Hoofstuk I, bestaan die lede van die Genootskap uit—

- (i) werknemers wat lede van die vakvereniging is en in diens is by lede van die werkgewersorganisasie;
- (ii) vakleerlinge en/of kantoorwerkers wat lede van die vakvereniging is en in diens is by lede van die werkgewersorganisasie.
- (b) Ondanks paragraaf (a) hiervan staan lidmaatskap verder, na goeiddunke van die Mediese Komitee, oop vir enige ander persone wat in die Nywerheid werksaam is, uitgesonderd los werknemers, wat verkies om lede te word en ten opsigte van wie hul werkgewers toegestem het om die bydraes te doen wat in Hoofstuk II van hierdie Ooreenkoms bepaal word.

(2) Lidmaatskap van die Genootskap eindig sodra 'n lid die Nywerheid verlaat, ongeag die bydraes wat reeds gedoen is.

(3) Lede wat na 20 jaar diens uit die Nywerheid aftree weens hoë ouderdom of liggaamlike ongeskiktheid, soos gestaaf deur 'n mediese sertifikaat, of weduwees van oorlede lede kan toegelaat word om steeds deel te hê aan die bystand wat die Genootskap bied, op sodanige grondslag en voorwaardes rakende bydraes aan die Genootskap en andersins as wat die Mediese Komitee van tyd tot tyd voorskryf.

(7) In the event of the Association and the Society both already having been liquidated, moneys forfeited in terms of subclause (6) hereof shall be paid into the general funds of the Council: Provided, however, that the Council shall, in the event of a claim being received within a period of three years from the date upon which such benefits become due, as specified in subclause (6) hereof, be entitled in its entire and absolute discretion to make payments to the beneficiaries concerned out of the moneys which have been forfeited to the funds of the Council.

(8) If the affairs of the Council have already been wound up and the balance of the Council's funds distributed, moneys forfeited in terms of subclause (6) hereof shall, in the event of the Association and the Society already having been liquidated, be distributed as provided for in terms of section 34 (4) of the Act as if it formed part of the general funds of the Council.

CHAPTER III

1. NATAL FURNITURE WORKERS' SICK BENEFIT SOCIETY

(1) The Natal Furniture Workers' Sick Benefit Society is hereby continued.

(2) The moneys of the Society shall consist of—

- (a) any moneys which may be transferred to the credit of the Society as at the date of coming into operation of this Agreement;
- (b) the contributions diverted to the Society in terms of clause 4 (5) of Chapter II of this Agreement;
- (c) interest derived from the investment of any moneys of the Society; and
- (d) any other moneys to which the Society may become entitled or which may be donated to the Society.

2. OBJECTS

(1) The objects of the Society shall be to raise and maintain funds by contributions and donations for the purpose of providing, in accordance with the provisions of this Chapter of this Agreement and the regulations, members and, subject to clause 5 of this Chapter, their dependants with medical, surgical, dental and ophthalmic attendance and treatment, medicines, dressings, comforts, hospital or nursing home treatment when free beds in a hospital, in terms of the relevant Provincial Ordinance, are unobtainable and the latter case is one of urgency; to provide sick pay for members and such other benefits and assistance as may from time to time be determined by the Medical Committee and to take measures for the prevention of sickness and for the improvement and promotion of health amongst members and their dependants.

(2) In connection with the attainment of the aforementioned objects the Society may—

- (a) contract with, retain or employ such doctors, nurses, dispensers and other persons as it may consider desirable;
- (b) establish and/or conduct any hospital, nursing home, convalescent home or the like, or any surgery or dispensary;
- (c) contract with any hospital, nursing home, convalescent home or the like for the care of members and their dependants;
- (d) contract with any optician, dentist, pharmacist or any other person for the supply of services, optical requirements, medicines, dentures, dressings and drugs;
- (e) Acquire movable and, subject to the approval of the Registrar, immovable property and/or erect and/or maintain buildings;
- (f) amalgamate or incorporate with or work in reciprocity with any other organisation or body having objects similar in whole or in part to those of the Society.

(3) The Society may further do all such other things as are incidental or conducive to the attainment of any object, or incidental to any of the powers or functions referred to in this Chapter of the Agreement.

3. MEMBERSHIP

(1) (a) Membership of the Society shall, subject to the provisions of clause 1 (2) of Chapter I, consist of—

- (i) employees who are members of the trade union and who are employed by members of the employers' organisation;
- (ii) apprentices and/or office employees who are members of the trade union and who are employed by members of the employers' organisation.
- (b) Notwithstanding the provisions of paragraph (a) hereof, membership shall further, at the discretion of the Medical Committee, be open to any other persons engaged in the Industry, other than casual employees, who elect to become members and in respect of whom their employers have consented to make the contributions provided for in Chapter II of this Agreement.

(2) Membership of the Society shall terminate immediately a member leaves the Industry, notwithstanding any contributions which may have been paid.

(3) Members who retire from the Industry after 20 years of service owing to old age or physical inability as substantiated by a medical certificate or widows of deceased members may be permitted to continue to participate in the benefits of the Society on such terms and conditions as to contributions to the Society and otherwise as the Medical Committee may from time to time prescribe.

(4) Hierdie klousule is nie van toepassing op persone wat in die Nywerheid werksaam is en wat afhanklikes van lede van hierdie of 'n ander mediese skema is nie.

4. LEDE SE KLAGTES

(1) Enige klag teen die Mediese Komitee of enige beampte of dienaar daarvan, moet skriftelik gerig word aan die Raad wat die bevoegdheid het om 'n oordeel te vel en wie se beslissing finaal is.

(2) Klagtes teen mediese personeel moet by die Mediese Komitee ingedien word, wat op sy beurt genoemde klagtes moet verwys na 'n komitee aangestel om sodanige klagtes te ondersoek—'n komitee bestaande uit persone aangestel uit eersgenoemde Komitee se geledere, tesame met die Hoof- Mediese Beampte. Die komitee van ondersoek moet daarna sy bevindings aan die Mediese Komitee voorleë.

5. TOELATING VAN AFHANKLIKES

Ondergemelde persone word op die voorwaardes hieronder uiteengesit as afhanklikes van 'n lid toegelaat:

(a) 'n Lid se vrou, en 'n lid se kinders onder die ouderdom van 16 jaar (met inbegrip van wettig aangenome en pleegkinders), behoudens sodanige bewys as wat die Mediese Komitee vereis aangaande die vraag of hulle geheel en al van sodanige lid afhanklik is;

(b) elke ander persoon wat na goeëdunke van die Mediese Komitee geheel en al van 'n lid afhanklik is: Met dien verstande dat niemand as 'n afhanklike van 'n lid toegelaat word—

(i) wat nie tot tevredenheid van die Mediese Komitee medies gekeur is nie;

(ii) wat 'n inkomste van meer as R50,00 per maand het nie;

(iii) wat buite die Republiek van Suid-Afrika woon nie; en/of

(iv) wat nie gewoonlik by die betrokke lid inwoon nie: Met dien verstande dat die Mediese Komitee in spesiale gevalle en op sodanige voorwaardes as wat hy van tyd tot tyd bepaal iemand wat nie aldus inwoon nie as 'n afhanklike kan toelaat.

6. LIDMAATSKAPKAARTE

(1) Aan elke lid moet 'n kaart uitgereik word as bewys van lidmaatskap. Op versoek moet hierdie kaart getoon word aan elke persoon wat aan 'n lid of afhanklike ooreenkomstig hierdie Hoofstuk dienste lewer waarvoor die Genootskap geheel en al of gedeeltelik aanspreeklik is.

(2) Lede moet die Sekretaris van die genootskap binne 30 dae in kennis stel van—

(a) 'n verandering in die huwelikstaats van 'n lid;

(b) die geboorte van 'n kind aan 'n lid se vrou of die wettige aanname van 'n kind deur 'n lid;

(c) die dood, die bereiking van die ouderdom van 16 jaar, of die huwelik van 'n afhanklike;

(d) 'n afhanklike wat 'n loon of pensioen van meer as R50,00 per maand ontvang;

(e) verandering van adres; en

(f) verandering van paneeldokter.

(3) In die geval van (a) of (b) van subklousule (2) hiervan moet die huwelik- of geboortsertifikaat en/of bewys van wettige aanname ingedien word.

(4) Lidmaatskapkaarte moet in eerste instansie gratis uitgereik word, maar as 'n kaart verlore raak, moet R1 deur die betrokke lid aan die Genootskap vir die vervanging van die kaart betaal word.

(5) 'n Nuwe uitreiking van lidmaatskapkaarte kan van tyd tot tyd na goeëdunke van die Komitee gedoen word.

(6) Lidmaatskapkaarte bly te alle tye die eiendom van die Genootskap en moet by beëindiging van lidmaatskap aan die Genootskap terugbesorg word.

(7) Die Genootskap moet die lid se paneeldokter in kennis stel van alle veranderinge in die lid se besonderhede wat kragtens subklousule (2) hiervan aan die Genootskap versprek is.

7. BYDRAES

(1) Bydraes deur verpligte lede betaal, moet kragtens klousule 4 (5) van Hoofstuk II aan die Genootskap oorgedra word uit die bydraes waarvoor voorsiening gemaak word in klousule 4 (1) (a) van Hoofstuk II van hierdie Ooreenkoms en voorgeskryf in die betrokke kolom van Aanhangsel A van hierdie Ooreenkoms, en wel soos volg:

(a) Lede, vakleerling en leerlinge wie se gewone weekloon hoogstens R42,50 is, R2,40 per week, wat bestaan uit R1,20 uit die lid se bydraes en R1,20 uit die werkgever se bydraes, totdat die Ooreenkoms verstryk;

(b) lede, vakleerlinge en leerlinge wie se gewone weekloon R42,51 of meer maar hoogstens R60,00 is, R2,80 per week, wat bestaan uit R1,40 uit die lid se bydraes en R1,40 uit die werkgever se bydraes, totdat die Ooreenkoms verstryk;

(c) lede, vakleerlinge en leerlinge wie se gewone weekloon R60,01 en meer is, R3,20 per week, wat bestaan uit R1,60 uit die lid se bydraes en R1,60 uit die werkgever se bydraes, totdat die Ooreenkoms verstryk.

(4) The provisions of this clause shall not apply to persons who are engaged in the Industry and who are dependants of members of this or any other medical scheme.

4. MEMBERS' COMPLAINTS

(1) Any complaint against the Medical Committee or any official or servant thereof, shall be made, in writing to the Council who shall have the power to adjudicate, and whose ruling shall be final.

(2) Complaints against medical personnel shall be lodged with the Medical Committee, which in turn shall refer the said complaints to a committee appointed to investigate such complaint consisting of persons appointed from the members of the first-named Committee together with the Chief Medical Officer. The investigating committee shall thereupon report its findings to the Medical Committee.

5. ADMISSION OF DEPENDANTS

The following persons shall, on the conditions set out hereunder, be admitted as dependants of a member:

(a) A member's wife, and member's children under the age of 16 years (including legally adopted and foster children) subject to such proof as the Medical Committee may require of their being wholly dependent on such member;

(b) any other person who at the discretion of the Medical Committee, is wholly dependant on a member: Provided that no person shall be admitted as a dependant of any member—

(i) who has not passed a medical examination to the satisfaction of the Medical Committee;

(ii) who is in receipt of an income in excess of R50,00 per month;

(iii) who is resident outside the Republic of South Africa; and/or

(iv) who does not normally reside with the member concerned: Provided that in special cases the Medical Committee may on such conditions as it may lay down from time to time, admit as a dependant a person so resident.

6. MEMBERSHIP CARDS

(1) A card shall be issued to every member as evidence of membership. This card must be produced, upon request, to any person rendering services to a member or dependant in terms of the provisions of this Chapter and for which the Society may be liable in whole or in part.

(2) Members shall advise the Secretary of the Society within 30 days of—

(a) any change in the marital status of a member;

(b) the birth of a child to a member's wife or the legal adoption of a child by a member;

(c) the death, the attainment of 16 years of age, or the marriage of a dependant;

(d) a dependant becoming the recipient of a wage or pension exceeding R50,00 per month;

(e) a change of address; and

(f) a change of panel doctor.

(3) In the case of (a) or (b) of subclause (2) hereof, the marriage or birth certificate and/or evidence of legal adoption must be produced.

(4) Membership cards shall be issued free in the first instance but if a card is lost, a fee of R1 shall be paid to the Society by the member concerned for its replacement.

(5) A new issue of membership cards may be made from time to time at the discretion of the Committee.

(6) Membership cards remain the property of the Society at all times and must be surrendered to the Society on termination of membership.

(7) The Society shall advise the member's panel doctor of any change in the member's particulars supplied to the Society in terms of subclause (2) hereof.

7. CONTRIBUTIONS

(1) Contributions by compulsory members shall be diverted in terms of clause 4 (5) of Chapter II to the Society from the contributions provided for in clause 4 (1) (a) of Chapter II of this Agreement and prescribed in the relevant columns of Annexure A to this Agreement as follows:

(a) Members, apprentices and learners whose normal weekly wage is R42,50 or less, R2,40 per week made up of R1,20 from the contributions of the member and R1,20 from the contributions of the employer, until the expiry of the Agreement;

(b) members, apprentices and learners whose normal weekly wage is R42,51 or more but not more than R60,00, R2,80 per week made up of R1,40 from the contributions of the member and R1,40 from the contributions of the employer, until the expiry of the Agreement;

(c) members, apprentices and learners whose normal weekly wage is R60,01 and more, R3,20 per week made up of R1,60 from the contributions of the member and R1,60 from the contributions of the employer, until the expiry of the Agreement.

(2) Die bydraes van ander as verpligte lede is R3,20 per week en is maandeliks aan die Sekretaris vooruitbetaalbaar.

8. BYSTAND

(1) Ondanks andersluidende bepaling hierin, word lede en hul afhanklikes nie geregtig op bystand waarvoor in hierdie klousule voorsiening gemaak word nie, tensy sodanige lede minstens 13 weke lank bydraes aan die Genootskap betaal het.

(2) Van alle lede en afhanklikes wat woonagtig is binne 'n gebied waarin 'n dokter deur die Mediese Komitee aangestel is word vereis om van die dienste van sodanige dokter gebruik te maak, en van alle lede en afhanklikes word ook vereis om gebruik te maak van die dienste van aptekers met wie die Mediese Komitee 'n kontrak aangegaan het vir die opmaak van voorskrifte.

(3) Die Mediese Komitee het die bevoegdheid om te verklaar dat die behandeling van 'n chroniese siekte waaraan 'n lid of 'n afhanklike ly ná behandeling van 26 weke nie langer die aanspreeklikheid van die Genootskap is nie, asook om die bystand op te skort ten opsigte van werklose lede wat agt weke lank nie tot die Genootskap bygedra het nie.

(4) 'n Lid en sy afhanklikes is geregtig op die volgende bystand:

(a) Mediese behandeling (uitgesonderd bevallings of komplikasies wat daaruit voortvloei), maar slegs by die dokter se spreekkamer of by wyse van dagbesoek. Vir nagbesoek moet die lid betaal. As die dokter die nagbesoek 'n noodgeval beskou, moet die dokter betaal word en die kwitansie moet behoorlik deur die paneeldokter geëndosseer en aan die eis om terugbetaling geheg word. Hierdie geld mag hoogstens R5,00 beloop;

(b) spesialisdienste (uitgesonderd verloskundige dienste), met die toestemming van die Hoof- Mediese Beampte van die Genootskap of sy plaasvervanger;

(c) operasies (as dit uitgevoer word deur die Genootskap se chirurgie of met hul toestemming), maar uitgesonderd operasies in klousule 10 van hierdie deel van die Ooreenkoms bedoel:

Met dien verstande dat die totale koste van die dienste in paragrawe (a), (b) en (c) hierbo vermeld hoogstens R600,00 in 'n bepaalde jaar mag beloop;

(d) mediese verbande en medisyne en/of drogerie waarvoor die Bestuurskomitee besluit: Met dien verstande dat die lid 25 persent van die totale koste van sodanige medisyne en drogerie betaal, plus 'n eerste R1,00 per voorskrif as dié medisyne deur die dokter toebereid word: Voorts met dien verstande dat die totale koste wat ingevolge hierdie paragraaf ten opsigte van 'n lid en sy afhanklikes deur die Genootskap betaalbaar is hoogstens R100,00 elke ses maande is;

(e) oogkundige dienste, uitgesonderd dié in paragraaf (j) hiervan bepaal, soos die Mediese Komitee besluit;

(f) na goeie dunks van die Mediese Komitee, 'n ex gratia-bydrae tot mediese koste—

(i) terwyl die lid en/of sy afhanklike(s) in 'n provinsie van die Republiek van Suid-Afrika reis; of

(ii) terwyl die lid en/of sy afhanklike(s) tydelik in 'n ander gebied woon as die gebied waarin hulle gewoonlik woonagtig is;

(g) akkommodasie in 'n hospitaal of verpleeginrigting (wanneer dit 'n dringende geval is en vry beddens in 'n hospitaal onverkrygbaar is);

(h) sodanige ander dienste wat van tyd tot tyd deur die Mediese Komitee ingestel word;

(i) siektebesoldiging slegs in die geval van 'n lid kragtens klousule 9 van hierdie Hoofstuk;

(j) die koste van brille ten opsigte van 'n lid en/of sy afhanklikes, behoudens—

(i) hoogstens R45,00 een maal elke twee jaar as die lid hoogstens R42,50 per week verdien; of

(ii) hoogstens R65,00 een maal elke twee jaar as die lid tussen R42,51 en R60,00 per week verdien; of

(iii) hoogstens R85,00 een maal elke twee jaar as die lid R60,01 en meer per week verdien;

Met dien verstande dat die Genootskap slegs R5,00 vir die oogtoets betaal, R12,00 vir die raam en geen terugbetaling ten opsigte van die brilhuise nie;

(k) die koste van kunsgebitte ten opsigte van 'n lid en/of sy afhanklikes, behoudens—

(i) hoogstens R75,00 een maal elke vyf jaar as die lid hoogstens R42,50 per week verdien; of

(ii) hoogstens R100,00 een maal elke vyf jaar as die lid tussen R42,51 en R60,00 per week verdien; of

(iii) hoogstens R125,00 een maal elke vyf jaar as die lid R60,01 en meer per week verdien;

(iv) 80 persent van die tarief ingevolge die Wet op Mediese Skemas, 1967, ten opsigte van tandheelkundige ondersoek, behandeling en snykunde tot hoogstens R75,00 per jaar;

Met dien verstande dat vir goud- en ander stoppels betaal sal word teen die tarief vir gewone stoppels (d.w.s. sement, silikaat of 'n dergelike allooi): Voorts met dien verstande dat die Genootskap nie vir kroon- en brugwerk betaal nie;

(2) Contributions by other than compulsory members shall be R3,20 per week, payable monthly in advance to the Secretary of the Society.

8. BENEFITS

(1) Notwithstanding anything herein contained, members and their dependants shall not become entitled to any of the benefits provided for in this clause unless such members have contributed not less than 13 weeks' contributions to the Society.

(2) All members and dependants who are resident within any area in which a doctor has been appointed by the Medical Committee shall be required to utilise the services of such doctor, and all members and dependants shall also be required to utilise the services of chemists with whom the Medical Committee has contracted for the dispensing of prescriptions.

(3) The Medical Committee shall have the power to declare the treatment of any chronic ailment from which a member or dependant is suffering, to be no longer a liability of the Society after a period of 26 weeks of treatment, and to suspend benefits in respect of unemployed members who have not contributed to the Society for a period of eight weeks.

(4) A member and his dependants shall be entitled to the following benefits:

(a) Medical attendance (excluding confinements or complications arising therefrom), but only at doctor's consulting room or day visits. Night visits to be paid for by the member. If the doctor considers the night call an emergency, the doctor must be paid, and the receipt suitably endorsed by the panel doctor and attached to a claim for a refund. This fee is not to exceed R5,00;

(b) specialists' services (excluding obstetrics), with the consent of the Chief Medical Officer of the Society or his deputy;

(c) operations (if performed by the Society's surgeons or with their approval), but excluding operations referred to in clause 10 of this part of the Agreement.

Provided that the total cost of the services referred to in paragraphs (a), (b) and (c) above shall not exceed R600,00 in any one year;

(d) medical dressings and such medicines and/or drugs as may be decided upon by the Management Committee: Provided that the member shall pay 25 per cent of the total cost of such medicines and drugs, plus an initial R1,00 per prescription when such medicine is dispensed by the doctor: Provided further that the total cost payable by the Society in terms of this paragraph in respect of a member and his dependant(s), shall be limited to R100,00 for every six months;

(e) optical services other than those provided for in paragraph (j) hereof, as may be decided by the Medical Committee;

(f) at the entire discretion of the Medical Committee, an ex gratia contribution towards medical expenses—

(i) whilst the member and/or his dependant(s) is/are journeying in any Province of the Republic of South Africa; or

(ii) whilst the member and/or his dependant(s) is/are temporarily resident in an area other than the area where they are usually resident;

(g) hospital and nursing home accommodation (when the case is one of urgency and free beds in a hospital are unobtainable);

(h) such other services as may from time to time be introduced by the Medical Committee;

(i) sick pay in the case of a member only in terms of clause 9 of this Chapter;

(j) cost of spectacles in respect of a member and/or his dependants subject to—

(i) a maximum of R45,00 once every two years where a member earns up to R42,50 per week; or

(ii) a maximum of R65,00 once every two years where a member earns from R42,51 to R60,00 per week; or

(iii) a maximum of R85,00 once every two years where a member earns R60,01 per week and more;

Provided that the Society shall only pay R5,00 for the eye test, R12,00 for the frame and no refund in respect of the glass case;

(k) cost of dentures in respect of a member and/or his dependants subject to—

(i) a maximum of R75,00 once every five years where the member earns up to R42,50 per week; or

(ii) a maximum of R100,00 once every five years where a member earns from R42,51 to R60,00 per week; or

(iii) a maximum of R125,00 once every five years where a member earns R60,01 per week and more;

(iv) 80 per cent of the tariff laid down in terms of the Medical Schemes Act, 1967, in respect of dental examination, treatment and surgery up to a maximum of R75,00 per annum;

Provided that gold and other fillings will be paid for at the rate of ordinary fillings (i.e. cement, silicate or similar alloy): Provided further that the cost of crowning and bridging shall not be a charge upon the Society;

(1) Ingeval 'n lid se geregistreerde afhanklikes op die platteland woon, kan hulle 'n geregistreerde praktisyn raadpleeg. Met dien verstande dat die totale koste wat hulle aldus aangaan hoogstens R25,00 per jaar behoort. Die mediese koste aldus aangegaan, moet terugbetaal word wanneer die eis daarvoor, tesame met die amptelike kwitansie en/of 'n afskrif van die voorskrif, aan die Genootskap vir betaling voorgelê word.

9. SIEKTEBESOLDIGING

(1) 'n Lid ten opsigte van wie bydraes deur die Genootskap ontvang word en wat weens siekte verplig is om van die werk af weg te bly, is, behoudens klousules 3 en 5 van die regulasies gedurende die eerste vyf gewone werkdade van sodanige afwesigheid geregtig op siektebesoldiging gedurende enige 12 kalendermaande soos in onderstaande tabel uiteengesit:

Getal gewone werkdade afwesig weens siekte	Bedrag van siektebesoldiging wat betaal moet word			Siektebesoldiging gebaseer op weekloon van R60,01 en meer
	Getal dae waarop siektebesoldiging gebaseer is	Siektebesoldiging gebaseer op weekloon tot R42,50	Siektebesoldiging gebaseer op weekloon tussen R45,51 en R60,00	
1	—	R —	R —	R —
2	1	5,00	6,50	8,50
3	3	15,00	19,50	25,50
4	4	20,00	26,00	34,00
5	5	25,00	32,50	42,50

(2) Indien 'n lid langer as vyf werkdade weens siekte van sy werk afwesig is, moet hy siektebesoldiging betaal word vir elke werkdag wat hy weens siekte afwesig is tot hoogstens 'n verdere 34 werkdade en wel teen die dagloon soos in onderstaande tabel aangetoon:

Gewone verdienste per week volgens die Raad se registers	Dagtarief vir siekte besoldiging R
Werknemers wat tot R42,50 verdien	5,00
Werknemers wat tussen R42,51 en R60,00 verdien	6,50
Werknemers wat R60,01 en meer verdien	8,50

(3) Vir die berekening van siektebesoldiging word Saterdag en Sondag en openbare vakansiedae met besoldiging nie as werkdade geag nie.

(4) Siektebesoldiging is aan 'n lid betaalbaar slegs by voorlegging aan die Genootskap van 'n ingevulde amptelike doktersertifikaat insake siektebesoldiging wat in Anhangsel A van die regulasies voorgeskryf word.

(5) Geen siektebesoldiging word gedurende die sluitingstydperk betaal nie.

10. BEPERKING VAN BYSTAND

(1) Sonder benadeling van klousules 8 en 9 van hierdie Hoofstuk is dienste wat deur lede en hul afhanklikes vereis word in verband met enigene van die volgende nie 'n aanspreeklikheid van die Genootskap nie:

(a) Siekte wat voortspruit uit wanordelike gedrag, wangedrag, oormatige gebruik van alkohol of sterk drank, of misbruik van dwelmmiddels of iets dergeliks;

(b) voortdurende siekte in geval waar 'n lid of afhanklike weier om 'n redelike opdrag of aanbeveling van sy mediese dokter na te kom;

(c) toevallige of opsetlike besering wat na die mening van die Mediese Komitee nie die Genootskap ten laste behoort te kom nie, of toevallige of opsetlike besering waarvoor 'n derde party aanspreeklik is vir die betaling van vergoeding en dit wel betaal, of wat deur versekering gedek is tot die bedrag van sodanige vergoeding of dekking, na gelang van die geval;

(d) beserings as gevolg van aanranding of motorongelukke waar 'n gesertifiseerde polisieverlag nie aan die Genootskap voorgelê word nie;

(e) beserings of beroepsiektes wat 'n lid opdoen terwyl hy op diens is, vir sover 'n werkgever voorsiening vir behandeling maak;

(f) siekte tydens militêre diens of waarvoor die militêre owerhede verantwoordelikheid aanvaar het;

(g) operasies uit eie keuse;

(h) die verskaffing van patentmedisyne en antibiotika waarvoor die Mediese Komitee besluit;

(i) spesiale behandeling wat deur ander persone as 'n geregistreerde mediese praktisyn aanbeveel word;

(j) kraam- en/of verloskundige gevalle en/of *sequelae*;

(k) geestesiektes;

(l) geslagsiektes;

(m) hartoperasies wat na die mening van die Mediese Komitee die Genootskap onredelik baie sal kos;

(1) In the event of a member's registered dependants residing in the rural areas, they may consult a registered practitioner: Provided that the total expenses so incurred by the dependants shall not exceed R25,00 per annum. The medical expenses so incurred shall be refunded when the claim in respect thereof, accompanied by an official receipt and/or a copy of the prescription, is submitted to the Society for payment.

9. SICK PAY

(1) A member in respect of whom contributions are received by the Society and who through illness is compelled to absent himself from work shall, subject to clauses 3 and 5 of the regulations, be entitled to sick pay during the first five ordinary working days of such absence, during any 12 calendar months as laid down in the following table:

Number of normal working days absent through illness	Amount of sick pay to be paid			Sick pay based on weekly wage of R60,01 and more
	Number of days on which sick pay is based	Sick pay based on weekly wage up to R42,50	Sick pay based on weekly wage from R42,51 to R60,00	
1	—	R —	R —	R —
2	1	5,00	6,50	8,50
3	3	15,00	19,50	25,50
4	4	20,00	26,00	34,00
5	5	25,00	32,50	42,50

(2) Should a member's period of absence through illness exceed five working days, he shall be paid sick pay for each working day of absence through illness not exceeding a further 34 working days at the daily rate reflected in the schedule below:

Normal earning per week according to Council records	Daily rate of sick pay R
Employees earning up to R42,50	5,00
Employees earning from R42,51 to R60,00	6,50
Employees earning R60,01 and more	8,50

(3) Saturday and Sunday and paid public holidays shall, for purposes of sick pay calculations, not be considered to be working days.

(4) Sick pay shall only be payable to a member upon presentation to the Society of a completed official sick pay medical certificate prescribed in Annexure A of the regulations.

(5) No sick pay will be paid during the closed period.

10. LIMITATION OF BENEFITS

(1) Without prejudice to the provisions of clauses 8 and 9 of this Chapter, services required by members and their dependants in connection with any of the following shall not be a liability of the Society:

(a) Any sickness arising out of disorderly behaviour, misconduct, indulgence in alcohol or intoxicating liquor, or the misuse of drugs or the like;

(b) continuation of sickness in cases where a member or dependant refuses to observe any reasonable instruction or recommendation of his medical attendant;

(c) any accidental or wilful injury which, in the opinion of the Medical Committee, should not be a charge against the Society or any accidental or wilful injury for which a third party is liable to pay, and does pay, compensation or which is covered by insurance to the extent of such compensation or cover, as the case may be;

(d) injuries arising from assaults or motor accidents where a certified police report is not submitted to the Society;

(e) injuries received or occupational diseases contracted by a member whilst on duty, to the extent to which an employer provides for treatment;

(f) sickness whilst on military service or for which the military authorities have accepted responsibility;

(g) operations of choice;

(h) the supply of patent medicines and such antibiotics as may be determined by the Medical Committee;

(i) special treatments recommended by persons other than a registered medical practitioner;

(j) maternity and/or obstetrical cases and/or *sequelae*;

(k) mental ailments;

(l) venereal disease;

(m) heart operations which in the opinion of the Medical Committee will involve the Society in unreasonable expense;

(n) rekenings wat meer as vier maande na die datum waarop die aanspreeklikheid aangegaan is, vir betaling voorgelê word;

(o) nie-paneeldokters (behalwe in noodgevalle);

(p) chroniese pasiënte [vergelyk klousule 8 (3)].

(2) As die bedrag in die krediet van die Genootskap te eniger tyd benede 'n derde van die vorige jaar se jaarlikse uitgawes aan bystand aan lede, of R10 000, daal, naamlik die grootste bedrag, moet betalings kragtens klousule 8 van hierdie Hoofstuk gestaak word, en nie hervat word nie voordat die bedrag in die krediet van die Genootskap meer is as die waarde van die eise ter hand, plus R10 000 of 'n derde van die vorige jaar se jaarlikse uitgawes aan bystand, naamlik die grootste bedrag.

11. MEDIESE BEHANDELING

Die Mediese Komitee kan te eniger tyd vereis dat 'n lid of enigeen van sy afhanklikes op koste van die Genootskap 'n mediese ondersoek ondergaan deur enige dokter wat die Komitee benoem.

12. BESTUUR

(1) Die administrasie en beheer van die Genootskap berus by 'n Mediese Komitee waarvan die lede deur die Raad aangestel word. Die sekretaris van die Genootskap word deur die Raad kragtens klousule 4 van Hoofstuk I van hierdie Ooreenkoms of in 'n ere- of in 'n besoldigde hoedanigheid aangestel.

(2) Die Mediese Komitee bestaan uit ses lede en/of plaasvervangers van die Raad (van wie drie werknemer- en drie werkgewervertewoorders moet wees) en die Voorsitter en Ondervoorsitter van die Raad wat *ipso facto* Voorsitter en Ondervoorsitter van die Mediese Komitee is.

(3) Die Raad kies uit sy lede en/of plaasvervangers, plaasvervangers vir die vernaamste lede van die Mediese Komitee wat hy aangestel het.

(4) Lede en plaasvervangers van die Mediese Komitee beklee hul amp vir 'n tydperk van 12 maande, waarna hulle heraan gestel kan word.

(5) As 'n geskil te eniger tyd ontstaan oor die administrasie van die Genootskap waarvoor lede van die Mediese Komitee gelykop verdeel is, moet die saak na die Raad vir beslissing verwys word.

13. BEVOEGDHEDE EN PLIGTE VAN DIE MEDIESE KOMITEE

Die Mediese Komitee bepaal die beleid van die Genootskap en administreer die algemene sake en werksaamhede van die Genootskap ooreenkomstig hierdie Hoofstuk, en by die uitoefening van hierdie funksies moet die Mediese Komitee alle sodanige stappe doen as wat hy nodig ag, of wat hy beskou as bevorderlik vir, of wat hom sal help in die bereiking van sodanige doelstelling. In die besonder kan die Mediese Komitee—

(a) van tyd tot tyd soveel van die geld van die Genootskap belê as wat nie onmiddellik nodig is om die verpligtings van die Genootskap na te kom nie, op die wyse voorgeskryf in klousule 2 (6) van Hoofstuk II van hierdie Ooreenkoms; en

(b) die bates van die Genootskap te gelde maak, verkoop of andersins daarvoor beskik of daarmee handel;

(c) behoudens goedkeuring van die Raad, 'n lid van lidmaatskap van die Genootskap onthef—

(i) as hy skriftelik aansoek om sodanige ontheffing doen; of

(ii) as dit in belang van die Genootskap is.

14. FINANSIËLE BEHEER

(1) 'n Bankrekening moet by die Raad se bankiers op naam van die Genootskap geopen word. Die Mediese Komitee het die bevoegdheid om sodanige ander bankrekenings as wat hy van tyd tot tyd nodig ag op naam van die Genootskap te open en daarop te werk en moet die persone aanwys wat gemagtig is om op enige en van die Genootskap se bankrekenings te werk.

(2) Alle geld wat aan die Genootskap betaal word, moet sonder versuim in een van die Genootskap se bankrekenings inbetaal word.

(3) Alle koste wat aangegaan word in verband met die administrasie van die Genootskap kom ten laste van die Genootskap.

(4) Alle geld wat nie nodig is om lopende betalings en uitgawes te dek nie, moet belê word soos voorgeskryf in klousule 2 (6) van Hoofstuk II van hierdie Ooreenkoms.

(5) Die boekjaar van die Genootskap sluit op 28 Februarie elke jaar.

(6) So spoedig moontlik na 28 Februarie elke jaar moet die Mediese Komitee 'n staat laat opstel van alle inkomste en uitgawes van die Genootskap en 'n balansstaat wat die bates en laste toon vir die tydperk van 12 maande geëindig 28 Februarie, wat deur die ouditeur gesertifiseer en deur die Voorsitter van die Genootskap medeonderteken en tesame met enige verslag deur die ouditeur daarvoor, aan die Raad voorgelê moet word.

(7) Die geouditeerde staat en balansstaat moet daarna ter insae lê op die kantoor van die Raad en afskrifte daarvan moet binne drie maande na die sluiting van die tydperk wat daardeur gedek word aan die Direkteur-generaal van Mannekrag, Pretoria, voorgelê word.

(n) accounts submitted for payment more than four months after the date on which such liabilities were incurred;

(o) non-panel doctors (except in emergencies);

(p) chronic patients [refer clause 8 (3)].

(2) If at any time the amount to the credit of the Society drops below a third of the previous year's annual expenditure on benefits to members, or R10 000, whichever amount is the greater, payment in terms of clause 8 of this Chapter shall cease and shall not be resumed until the amount to the credit of the Society exceeds the value of the claims on hand, plus R10 000 or a third of the previous year's annual expenditure on benefits, whichever is the greater amount.

11. MEDICAL TREATMENT

The Medical Committee may at any time require a member or any of his dependants to undergo a medical examination at the Society's expense by any doctor whom it may nominate.

12. MANAGEMENT

(1) The administration and control of the Society shall be vested in a Medical Committee the members of which shall be appointed by the Council. The secretary of the Society shall be appointed by the Council in terms of clause 4 of Chapter I of this Agreement, either in an honorary or a paid capacity.

(2) The Medical Committee shall consist of six members and/or alternates of the Council (three of whom shall be employee representatives and three employer representatives) and the Chairman and Vice-Chairman of the Council who shall *ipso facto* be the Chairman and Vice-Chairman of the Medical Committee.

(3) The Council shall choose, from amongst its members and/or alternates, alternates to the principal members of the Medical Committee which it has appointed.

(4) Members and alternates of the Medical Committee shall hold office for a period of 12 months, whereafter they shall be eligible for reappointment.

(5) Should a dispute arise at any time as to the administration of the Society in regard to which members of the Medical Committee are equally divided, the matter shall be referred to the Council for a decision.

13. POWERS AND DUTIES OF THE MEDICAL COMMITTEE

The Medical Committee shall direct the policy of the Society and administer the general business and activities of the Society, in accordance with the provisions of this Chapter and, in so doing, the Medical Committee shall take all such steps as it may deem necessary, or which it considers will be conducive towards or will assist in the attainment of such object. In particular the Medical Committee may—

(a) from time to time invest so much of the moneys of the Society as is not immediately required to meet the obligations of the Society, in the manner prescribed in clause 2 (6) of Chapter II of this Agreement; and

(b) realise, sell or otherwise dispose of or deal with any of the assets of the Society;

(c) subject to the approval of the Council, remove any member from membership of the Society—

(i) if he applies in writing for such removal; or

(ii) if it is in the interest of the Society.

14. FINANCIAL CONTROL

(1) A banking account shall be opened with the Council's bankers in the name of the Society. The Medical Committee shall have the power to open and operate such other banking accounts in the name of the Society as it may deem necessary from time to time and shall designate the persons authorised to operate upon any of the Society's banking accounts.

(2) All moneys paid to the Society shall be paid into one of the Society's banking accounts without delay.

(3) All expenses incurred in connection with the administration of the Society shall be a charge against the Society.

(4) Any moneys not required to meet current payments and expenses shall be invested in the manner prescribed in clause 2 (6) of Chapter II of this Agreement.

(5) The financial year of the Society shall end on 28 February of each year.

(6) As soon as possible after 28 February of each year, the Medical Committee shall cause to be prepared a statement of all revenue and expenditure of the Society and a balance sheet showing the assets and liabilities in respect of the period of 12 months ended 28 February, which shall be certified by the auditor and countersigned by the Chairman of the Society and submitted together with any report by the auditor thereon to the Council.

(7) The audited statement and balance sheet shall thereafter lie for inspection at the office of the Council and copies thereof shall within three months of the close of the period covered thereby be submitted to the Director-General of Manpower, Pretoria.

15. LIKWIDERING VAN DIE GENOOTSKAP

(1) Indien hierdie Ooreenkoms verstryk weens verloop van tyd of beëindiging om 'n ander rede en geen daaropvolgende Ooreenkoms binne 12 maande na die datum van verstryking van hierdie Ooreenkoms aangegaan word om die werksaamhede van die Genootskap voort te sit nie of indien die Genootskap nie binne 12 maande na genoemde datum van verstryking deur die Raad na 'n ander fonds oorgedra word wat vir dieselfde doel ingestel is nie, moet met die Genootskap gehandel word op die wyse in subklousule (3) bepaal. Die Genootskap moet gedurende gemelde tydperk van 12 maande deur die Mediese Komitee geadminestreer word.

(2) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende die tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Genootskap steeds deur die Mediese Komitee geadminestreer word. Vakatures wat in die Komitee ontstaan, kan deur die Registrateur gevul word uit werkgewers en werknemers in die Nywerheid. Ingeval die Mediese Komitee nie in staat is nie of onwillig is om sy pligte na te kom of 'n dooie punt daarin ontstaan wat die administrasie van die Genootskap na die mening van die Registrateur onuitvoerbaar of onwenslik maak, kan hy 'n persoon aanstel wat onverwyld nog twee persone moet koöpteer van wie een 'n lid van die Genootskap of 'n besoldigde beampte van die vakvereniging is en die ander een 'n lid van die werkgewersorganisasie of 'n besoldigde beampte daarvan, en tesame is hierdie persone die trustees by wie die bevoegdheid, regte en pligte van die Mediese Komitee berus. Ingeval daar geen Raad bestaan wanneer hierdie Ooreenkoms verstryk nie, moet daar met die Genootskap gehandel word soos in subklousule (3) bepaal.

(3) (a) Die Mediese Komitee of trustees, na gelang van die geval, moet, na verstryking van die tydperk van 12 maande in subklousule (1) bedoel of na verstryking van die Ooreenkoms ingevolge subklousule (2), steeds die Genootskap administreer en bystand verskaf aan lede, uitgesonderd siektebesoldiging waarvoor in klousule 9 voorsiening gemaak word, asof die Ooreenkoms nog van krag was, tot tyd en wyl die geld in die krediet van die Genootskap tot die bedrag daal wat in klousule 10 (2) van hierdie Hoofstuk gespesifiseer word, en as dit gebeur, moet die Genootskap ingevolge paragraaf (b) hiervan deur die Mediese Komitee of die trustees, na gelang van die geval, gelikwider word.

(b) Ingeval die Genootskap kragtens hierdie subklousule gelikwider word, moet die bedrag wat oorbly na die betaling van alle krediteure, laste en skulde van die Genootskap, aan die vakvereniging betaal word, in verhouding tot die bedrag van bydraes oorgedra ten opsigte van lede van die vakvereniging, om die vakvereniging te help om weer 'n siektebystandskema in te stel. As die vakvereniging nie meer bestaan nie, moet daar oor die geld wat aan hom kragtens hierdie subklousule betaal moet word, beskik word ooreenkomstig artikel 13 van die Wet asof dit deel van die bates van die vakvereniging uitmaak.

(4) As die Mediese Komitee, trustees of die vakvereniging redelike grond daarvoor het dat die Genootskap te eniger tyd gedurende die administrasie van die Genootskap kragtens subklousule (3) (a) ontbind moet word, moet die Genootskap, ondanks subklousule (3) (a), gelikwider word op die wyse in subklousule (3) (b) uiteengesit.

HOOFSTUK IV

1. STERFTEBYSTANDSVERENIGING VIR NATALSE MEUBELWERKERS

(1) Die Vereniging bekend as die "Sterftebystandsvereniging vir Natalse Meubelwerkers" word hierby voortgesit.

(2) Die geld van die Vereniging bestaan uit—

(a) alle geld wat op die datum van inwerkingtreding van hierdie Ooreenkoms in die krediet van die Vereniging oorgeplaas word;

(b) die bydraes wat kragtens klousule 4 (5) van Hoofstuk II van hierdie Ooreenkoms aan die Vereniging oorgedra word;

(c) rente verkry uit die belegging van geld van die Vereniging; en

(d) ander geld waarop die Vereniging geregtig word of wat aan die Vereniging geskenk word.

2. DOELSTELLINGS

(1) Die doel van die Vereniging is om voorsiening te maak vir bystand aan 'n afhanklike van 'n lid van die Vereniging ingeval sodanige lid te sterwe kom. Vir die toepassing van hierdie Hoofstuk beteken "afhanklike", met betrekking tot 'n lid, na die goeddunke van die Komitee een of meer van die volgende:

(a) Sy weduwee; en/of

(b) sy minderjarige kind en/of minderjarige stiefkind; en/of

(c) iemand anders wat geheel en al van sodanige lid afhanklik is en wat die Komitee daarvan oortuig dat hy aldus afhanklik is.

(2) Behoudens goedkeuring van die Raad, is die Komitee se beslissing oor wie die afhanklikes van die afgestorwe lid ingevolge hierdie klousule is, finaal.

3. LIDMAATSKAP

(1) (a) Behoudens klousule 1 (2) van Hoofstuk I, bestaan die lede van die Vereniging uit alle werknemers (uitgesonderd los werknemers) vir wie lone in die Hoofdooreenkoms voorgeskryf word en uit vakleerlinge.

15. LIQUIDATION OF THE SOCIETY

(1) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause and no subsequent agreement being negotiated for the purpose of continuing the operation of the Society or the Society not being transferred by the Council to any other fund constituted for the same purpose within 12 months from the date of expiry of this Agreement, the Society shall be dealt with in the manner provided for in subclause (3). The Society shall during the said 12-month period be administered by the Medical Committee.

(2) In the event of the dissolution of the Council or in the event of its ceasing to function during any period during which this Agreement is binding in terms of section 34 (2) of the Act, the Society shall continue to be administered by the Medical Committee. Any vacancy occurring on the Committee may be filled by the Registrar from employers and employees in the Industry. In the event of the Medical Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Society impracticable or undesirable in the opinion of the Registrar, he may appoint a person who shall forthwith co-opt two more persons, one being a member of the Society or a paid official of the trade union and the other being a member of the employers' organisation or a paid official thereof and these persons together shall be the trustees in whom the powers, rights and duties of the Medical Committee shall vest. If there is no Council in existence upon expiry of this Agreement, the Society shall be dealt with in the manner provided for in subclause (3).

(3) (a) The Medical Committee or trustees, as the case may be, shall after the expiry of the 12-month period referred to in subclause (1) or after the expiry of the Agreement in terms of subclause (2), continue to administer the Society and provide benefits to members, excluding sick pay provided for in clause 9, as if the Agreement remained in operation, until such time as the moneys standing to the credit of the Society fall to the amount specified in clause 10 (2) of this Chapter, in which event the Society shall be liquidated by the Medical Committee or the trustees, as the case may be, in terms of paragraph (b) hereof.

(b) In the event of the liquidation of the Society in terms of this subclause, any amount left over after payment of all creditors, liabilities and debts of the Society shall be paid to the trade union, in proportion to the amount of contributions diverted in respect of members of the trade union, to assist it in the re-establishment of a sick benefit scheme. Should the trade union no longer be in existence, the moneys to be paid over to it in terms of this subclause shall be dealt with in accordance with the provisions of section 13 of the Act as though it formed part of the assets of the trade union.

(4) Should the Medical Committee, trustees or the trade union have any reasonable cause for the Society to be dissolved at any time during the administration of the Society in terms of subclause (3) (a), the Society shall, notwithstanding the provisions of subclause (3) (a), be liquidated in the manner set out in subclause (3) (b).

CHAPTER IV

1. NATAL FURNITURE WORKERS' MORTALITY BENEFIT ASSOCIATION

(1) The Association known as the "Natal Furniture Workers' Mortality Benefit Association" is hereby continued.

(2) The moneys of the Association shall consist of—

(a) any moneys which may be transferred to the credit of the Association as at the date of coming into operation of this Agreement;

(b) the contributions diverted to the Association in terms of clause 4 (5) of Chapter II of this Agreement;

(c) interest derived from the investment of any moneys of the Association; and

(d) any other moneys to which the Association may become entitled or which may be donated to the Association.

2. OBJECTS

(1) The objects of the Association shall be to provide benefits for a dependant of a member of the Association in the event of the death of such member. For the purposes of this Chapter, "dependant" in relation to a member shall mean at the discretion of the Committee any one or more of the following:

(a) His widow; and/or

(b) his minor child and/or minor step-child; and/or

(c) any other person wholly dependent upon such member, and who satisfies the Committee that he is so dependent.

(2) The Committee's decision as to whom the dependants of the deceased member are in terms of this clause shall, subject to the approval of the Council, be final.

3. MEMBERSHIP

(1) (a) Membership of the Association shall, subject to the provisions of clause 1 (2) of Chapter I, consist of all employees (other than casual employees) for whom a wage is prescribed in the Main Agreement and of apprentices.

(b) Ondanks paragraaf (a) hiervan, staan lidmaatskap voorts, na goed-dunke van die Komitee, ook oop vir alle ander persone wat in die Nywerheid werksaam is, uitgesonderd los werknemers, wat verkies om lede te word en ten opsigte van wie hul werkgewers ingestem het om die bydraes te betaal waarvoor daar in klousule 4 van Hoofstuk II van hierdie Ooreenkoms voorsiening gemaak word.

(2) Behoudens subklousule (3) hiervan, eindig lidmaatskap van die Vereniging—

(a) sodra die bydraes ten opsigte van sodanige lid nie betaal word nie; of

(b) wanneer 'n lid sy bande met die Nywerheid verbreek, en die afhanklike van sodanige voormalige lid is dan nie geregtig op die bystand wat in klousule 5 van hierdie Hoofstuk voorgeskryf word nie.

(3) Ondanks andersluidende bepalings in subklousule (2) hiervan, eindig lidmaatskap nie wanneer die bydraes gestaak word nie weens—

(a) die bereiking, deur 'n lid, van die leeftyd van 65 jaar;

(b) werkloosheid wat na die mening van die Komitee, wie se beslissing finaal is, nie veroorsaak is deur onwilligheid om te werk nie;

(c) die onvermoë van 'n lid om te werk weens swak gesondheid;

(d) korttyd.

4. BYDRAES

Die bydraes wat ten opsigte van elke lid betaalbaar is, is 16c per week en moet—

(1) ten opsigte van 'n lid in klousule 3 (1) (a) van hierdie Hoofstuk bedoel, kragtens klousule 4 (5) van Hoofstuk II in gelyke dele oorgedra word uit die bydraes wat in klousule 4 (1) (a) van Hoofstuk II van hierdie Ooreenkoms voorgeskryf word; en

(2) ten opsigte van 'n lid in klousule 3 (1) (b) van hierdie Hoofstuk bedoel, weekliks deur sy werkgewer afgetrek word van die lid se loon en maand vir maand aan die sekretaris van die Vereniging gestuur word.

5. STERFTEBYSTAND

(1) By die dood van 'n lid wat ten tyde van sy dood nie die leeftyd van 65 jaar bereik het nie en namens wie die Vereniging bydraes tot op die dag van sy dood ontvang het, of wat nie die leeftyd van 65 jaar bereik het nie en bydraes tot die Vereniging om die redes uiteengesit in klousule 3 (3) (b) en (d) gestaak het, is die sterftebystand wat, behoudens klousule 6, aan die afhanklike betaalbaar is—

(a) R500,00 in die geval van 'n gestorwe lid wat vyf jaar lank maar nie langer nie 'n lid was;

(b) R650,00 in die geval van 'n gestorwe lid wat langer as vyf jaar maar hoogstens 10 jaar lank lid was;

(c) R850,00 in die geval van 'n gestorwe lid wat langer as 10 jaar maar hoogstens 20 jaar lank lid was; en

(d) R1 000,00, in die geval van 'n gestorwe lid wat langer as 20 jaar lid was.

(2) As 'n gestorwe lid geen afhanklike(s) het nie, kan die Komitee na goeddunke 'n aansoek om 'n ex gratia-betaling ten opsigte van die begrafniskoste van sodanige gestorwe lid oorweeg: Met dien verstande dat as die Komitee sou besluit om sodanige betaling te doen, dit hoogstens R150,00 mag bedra in die geval van lede in subklousule (1) bedoel. Die Komitee se beslissing ten opsigte van sodanige aansoek is finaal.

(3) As 'n gestorwe lid geen afhanklikes het nie, moet die Bestuurskomitee die bedrag wat die gestorwe lid sou ontvang het indien hy afhanklikes gehad het, min alle ex gratia-betalings wat ingevolge subklousule (2) gemaak is, oordra na 'n reserwe wat ingestel word vir die betaling van bystand aan die afhanklikes van nie-bydraende lede wat ten tyde van hul dood nie tot die Vereniging bygedra het nie om redes in klousule 3 (3) (a) en (c) uiteengesit.

(4) Afhangende van sodanige surplus as wat toegeval het aan die reserwe vir nie-bydraende lede wat ingevolge subklousule (3) ingestel is, moet die Komitee by die dood van 'n nie-bydraende lid in daardie subklousule bedoel, besluit, met betrekking tot sodanige gestorwe lid se tydperk van lidmaatskap waartydens hy bygedra het, oor die bedrag van die sterftebystand wat na goeddunke van die Komitee aan die afhanklike(s) van sodanige lid betaal moet word, welke bedrag hoogstens R1 000,00, mag wees.

(5) Indien die bedrag in die krediet van die reserwe vir nie-bydraende lede te eniger tyd tot onder R1 000,00 daal, moet betaling ingevolge subklousule (4) gestaak word. Betaling van bystand ingevolge subklousule (4) mag nie hervat word voordat die bedrag in die krediet van die reserwe vir nie-bydraende lede meer as R2 000,00 beloop nie.

(6) Indien die bedrag in die reserwe vir nie-bydraende lede meer as R1 000,00 is maar die totale bedrag in die krediet van die Vereniging tot onder R2 500,00 daal, mag daar, ondanks subklousule (5), geen betalings gedoen word voordat daar aan die vereistes van klousule 6 (3) voldoen is nie.

(7) Die Bestuurskomitee kan na goeddunke geld, benewens die geld in subklousule (3) bedoel, uit die Vereniging se opgelope fondse oordra na die reserwe vir nie-bydraende lede indien hierdie reserwe nie sy verpligting kan nakom nie: Met dien verstande dat die Vereniging se opgelope geld as gevolg van sodanige oordrag nie tot 'n bedrag van minder as R7 500,00 verminder word nie.

(b) Notwithstanding the provisions of paragraph (a) hereof, membership shall further, at the discretion of the Committee, be open to any other persons engaged in the Industry, other than casual employees, who elect to become members and in respect of whom their employers have consented to make the contributions provided for in clause 4 of Chapter II of this Agreement.

(2) Subject to the provisions of subclause (3) hereof, membership of the Association shall cease—

(a) immediately there is a cessation of contributions in respect of such member; or

(b) when a member severs his connection with the Industry, and the dependant of such former member shall thereupon not be entitled to the benefits prescribed by clause 5 of this Chapter.

(3) Notwithstanding anything to the contrary contained in subclause (2) hereof, membership shall not cease where the cessation of contributions is occasioned by—

(a) a member attaining the age of 65 years;

(b) unemployment which in the opinion of the Committee, whose decision shall be final, was not occasioned by an unwillingness to work;

(c) the inability of the member to work because of ill health;

(d) short-time.

4. CONTRIBUTIONS

The contributions payable in respect of each member shall be 16c per week and shall—

(1) in respect of a member referred to in clause 3 (1) (a) of this Chapter, be diverted in equal proportions in terms of clause 4 (5) of Chapter I from the contributions prescribed in clause 4 (1) (a) of Chapter II of this Agreement; and

(2) in respect of a member referred to in clause 3 (1) (b) of this Chapter, be deducted weekly by his employer from the wages of the member and forwarded month by month to the secretary of the Association.

5. MORTALITY BENEFITS

(1) Upon the death of a member who had not attained the age of 65 years at the time of his death and on behalf of whom the Association received the contributions up to the day of his death, or who has not attained the age of 65 years and who ceased to contribute to the Association prior to his death for the reasons specified in clause 3 (3) (b) and (d), the mortality benefits payable to the dependant shall, subject to clause 6, be—

(a) R500,00 in the case of a deceased member who had been a member for up to but not more than five years;

(b) R650,00 in the case of a deceased member who had been a member for more than five years but not more than 10 years;

(c) R850,00 in the case of a deceased member who had been a member for more than 10 years but not more than 20 years; and

(d) R1 000,00 in the case of a deceased member who had been a member for longer than 20 years.

(2) Should a deceased member have no dependant(s), the Committee may, in its discretion, consider an application for an ex gratia payment in respect of burial costs of such deceased member: Provided that should the Committee decide to make such payment, it shall not exceed the amount of R150,00 in the case of members referred to in subclause (1). The Committee's decision in regard to such application shall be final.

(3) Where a deceased member has no dependant(s), the Management Committee shall transfer such amount the deceased member would have received had he had dependants, less any ex gratia payments made in terms of subclause (2), to a reserve created for the payment of benefits to the dependants of non-contributing members who at the time of their death were not contributing to the Association for reasons specified in clause 3 (3) (a) and (c).

(4) Depending upon such surplus accrued to the non-contributory members' reserve created in terms of subclause (3), the Committee shall, upon the death of a non-contributory member referred to in that subclause, decide in relation to such deceased member's period of contributory membership, upon the mortality benefits to be paid at the entire and final discretion of the Committee to the dependant(s) of such member, which amount shall not exceed R1 000,00.

(5) If at any time the amount to the credit of the non-contributory members' reserve falls below R1 000,00, payment in terms of subclause (4) shall cease. Payment of any benefits in terms of subclause (4) shall not be resumed until the amount to the credit of the non-contributory members' reserve exceeds R2 000.

(6) Notwithstanding the provisions of subclause (5), should the amount in the non-contributory members' reserve exceed R1 000,00, but the total amount to the credit of the Association fall below R2 500,00, no payment shall be made until the requirements of clause 6 (3) have been complied with.

(7) The Management Committee may at its discretion transfer moneys, in addition to the moneys mentioned in subclause (3), from the Association's accumulated funds to the non-contributory members' reserve should this reserve not be able to meet its commitments: Provided that the Association's accumulated moneys shall be such transfer not be reduced to an amount of less than R7 500,00.

6. BEPERKING VAN BYSTAND

(1) Geen betaling mag ingevolge klousule 5 van hierdie Hoofstuk gedoen word nie, tensy aansoek daarom gedoen word binne 'n tydperk van een jaar vanaf die datum van die dood van die betrokke lid of binne sodanige langer tydperk (van hoogstens drie jaar vanaf die datum van die dood van die betrokke lid) as wat die Komitee toelaat as hy daarvan oortuig is dat die vertraging van die aansoek veroorsaak is deur omstandighede buite die beheer van die aansoeker. Daarna val die bystand terug aan die Vereniging ten bate van die oorblywende lede en daarna is daar geen verdere eis teen die Vereniging nie.

(2) Die Vereniging is nie aanspreeklik vir die betaling van enige bystand nie, uitgesonderd na goeiddunke van die Komitee, in gevalle waar die eis voortvloei uit die dood van 'n lid—

(a) terwyl hy kranksinnig of in 'n besope toestand was, as gevolg van selfmoord of poging tot selfmoord, opsetlike selfbesering, of vanweë selfverwonding met 'n vuurwapen;

(b) terwyl hy betrokke was by of deelgeneem het aan lugvaart of die vliegkuns van watter aard ookal of as gevolg van die feit dat die lid in 'n vliegtuig was, uitgesonderd as 'n betalende passasier in 'n ten volle gelisensieerde standaardtype lugvaartuig in bedryf by 'n erkende luggedery op 'n gereelde lugroete of in 'n ten volle gelisensieerde standaardtype veelmotorige lugvaartuig in bedryf by 'n erkende huurvlugmaatskappy;

(c) terwyl hy gery of bestuur het in watter soort wedren ook al of as gevolg van bergklim, Alpinse wintersport, yshokkie, hinderniswedrenne, polo, motorfietsry of die gebruik van bromponies en/of meganiese aangedrewe fietse van watter aard ookal;

(d) terwyl hy besig was met of deelgeneem het aan militêre, vloot- of lugmagdiensoperasies;

(e) weens regstreekse of onregstreekse gevolg wat voortvloei uit oorlog, inval, vyandige optrede van buitelandse moondhede, vyandelikhede of oorlogshandelinge (hetsy oorlog verklaar is of nie), burgeroorlog, munitery, opstand, rebellie, revolusie, militêre of wederregtelik toegêinde mag, krygswet of staat van beleg, of terwyl hy besig was met of deelgeneem het aan versteuring van die openbare vrede of onluste of burgerlike oproerighede van watter aard ook al.

(3) As die bedrag in die krediet van die Vereniging te eniger tyd benede R2 500,00 daal, moet betalings ingevolge klousule 5 gestaak word en moet dit nie hervat word voordat die bedrag in die krediet van die Vereniging R5 000,00 te bowe gaan nie.

7. ADMINISTRASIE VAN DIE VERENIGING

(1) Die administrasie van die Vereniging berus by 'n Bestuurskomitee bestaande uit die Voorsitter en Ondervoorsitter van die Raad en, daarbenevens, drie werkgewervertewoordigers en drie werknemerverteewoordigers wat lede van die Raad moet wees en deur die Raad aangestel moet word. Vir elke vertewoordiger moet 'n plaasvervanger deur die Raad aangestel word. Die Voorsitter en Ondervoorsitter van die Raad is die Voorsitter en Ondervoorsitter van die Komitee.

(2) Elke werkgewer moet die sekretaris in kennis stel van die dood van 'n lid in sy diens. Nadat hy inligting uit watter bron ook al oor die dood van 'n lid ontvang het, moet die sekretaris so gou moontlik die afhanklike(s) per brief of omsendbrief daarvan verwittig, met vermelding van die jongs bekende werkplek van die oorlede bydraer asook die feit dat bystand op aansoek opgeëis kan word by 'n adres wat deur die Bestuurskomitee uitdruklik gemeld word.

(3) Ingeval die sekretaris nie in kennis gestel is van die jongste adres van 'n afhanklike nie en die Bestuurskomitee nie daartoe in staat is om die afhanklike by sy/haar jongs bekende adres op te spoor en geen eis om bystand wat ingevolge hierdie klousule verskuldig is, ingestel word binne 'n maand nadat bewys van die dood van 'n lid ontvang is nie, moet die Komitee 'n advertensie in albei amptelike tale plaas in drie agtereenvolgende uitgawes van hoogstens drie dagblaaie wat in die Republiek van Suid-Afrika in omloop is, waarvan een 'n blad moes wees wat in omloop is in die distrik waarin die oorlede lid normaalweg woonagtig was, en in sodanige advertensie moet die jongs bekende werkplek van die gestorwe lid en die bekende naam/nam van afhanklikes en hulle jongs bekende adresse genoem word, asook die feit dat bystand beskikbaar is vir opvoeding op aansoek deur die afhanklikes by 'n adres wat uitdruklik deur die Komitee gemeld word.

8. BEVOEGDHEDE EN PLIGTE VAN DIE KOMITEE

(1) Behoudens goedkeuring deur die Raad bepaal die Komitee die beleid van die Vereniging en administreer hy die algemene sake en werksaamhede van die Vereniging ooreenkomstig die bepalings van hierdie Hoofstuk, en by die uitoefening van hierdie funksies moet die Komitee al sodanige stappe doen as wat hy nodig ag, of wat hy ag bevorderlik te wees vir of wat sal help met die verwesenliking van sodanige oogmerk.

(2) Die Komitee moet alle inkomste van die Vereniging invorder, dit in ontvangs neem en alle geld aldus ontvang sonder versuim in 'n bankrekening deponeer wat op naam van die Vereniging geopen moet word. 'n Amptelike kwitansie moet uitgereik word vir alle kontantgeld deur die Vereniging ontvang, en onttrekkings uit die Vereniging geskied per tjek wat deur sodanige persone as wat van tyd tot tyd deur die Raad gemagtig word, onderteken en deur die sekretaris van die Vereniging medeonderteken moet word.

6. LIMITATION OF BENEFITS

(1) No payments shall be made in terms of clause 5 of this Chapter, unless application therefor is made within a period of one year from the date of death of the member concerned or within such longer period (not exceeding three years from the date of death of the member concerned) as the Committee may allow if it is satisfied that the delay in making the application was caused by events beyond the control of the applicant, whereafter the benefits shall revert to the Association for the benefit of the remaining members and there shall thereafter be no further claim against the Association.

(2) The Association shall not be liable to pay any benefits, other than at the discretion of the Committee, where the claim arises from the death of a member—

(a) while insane or in a state of intoxication, by reason of suicide or attempted suicide, intentional self-inflicted injuries or because of self-inflicted gunshot wounds;

(b) while engaged or taking part in aeronautics or aviation of any kind or resulting from the member being in any aircraft except as a fare-paying passenger in a fully licensed standard type of aircraft operated by a recognised airline or a regular air route or in a fully licensed standard type multi-engined aircraft operated by a recognised air charter company;

(c) while riding or driving in any kind of race or resulting from mountaineering, Alpine winter sports, ice-hockey, steeplechasing, polo, motor cycling or the use of motor scooters and/or mechanically driven cycles of any description;

(d) while engaged or taking part in military naval or air force service operations;

(e) from any consequences arising directly or indirectly from war, invasion, hostile acts of foreign power, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege, or whilst engaged or taking part in any disturbances of the public peace or riots or civil commotions of any kind.

(3) If at any time the amount to the credit of the Association drops below R2 500,00, payments in terms of clause 5 shall cease and shall not be resumed until the amount to the credit of the Association exceeds R5 000,00.

7. ADMINISTRATION OF THE ASSOCIATION

(1) The administration of the Association shall be vested in a Management Committee consisting of the Chairman and Vice-Chairman of the Council together with three employer representatives and three employee representatives who shall be members of the Council and shall be appointed by the Council. For each representative an alternate shall be appointed by the Council. The Chairman and Vice-Chairman of the Council shall be the Chairman and Vice-Chairman of the Committee.

(2) Every employer shall notify the secretary of the death of any member in his employ. The secretary shall, as soon as possible, upon receiving information from any source of the death of a member, notify the dependant by letter or circular stating the last known place of work of the deceased contributor and the fact that benefits may be claimed upon application at an address specified by the Management Committee.

(3) In the event of the secretary not having been notified of the latest address of a dependant and the Management Committee not being able to trace the dependant at his/her last known address and no claim for benefits due in terms of this clause being made within a month of the proof of the death of a member, the Committee shall insert an advertisement, in both official languages, in three successive issues of not more than three daily newspapers circulating in the Republic of South Africa, one of which shall be a newspaper circulating in the district in which the deceased member was normally resident, stating the last known place of work of the deceased member, the known name(s) of dependants and their last known addresses and the fact that benefits are available for collection upon application by the dependants at an address specified by the Committee.

8. POWERS AND DUTIES OF THE COMMITTEE

(1) Subject to the approval of the Council, the Committee shall direct the policy of the Association and administer the general business and activities of the Association, in accordance with the provisions of this Chapter, and in so doing the Committee shall take all such steps as it may deem necessary, or which it considers will be conducive towards or will assist in the attainment of such object.

(2) The Committee shall collect and receive all revenue of the Association and shall deposit all moneys so received without delay in a banking account opened in the name of the Association. An official receipt shall be issued for all cash moneys received into the Association and withdrawals from the Association shall be by cheque signed by such persons as may, from time to time, be authorised by the council, and countersigned by the secretary of the Association.

In die besonder kan die Komitee—

(a) die bates van die Vereniging te gelde maak, verkoop of andersins daarvoor beskik of daarmee handel;

(b) 'n kontrak aangaan met 'n versekeringsmaatskappy, geregistreer ooreenkomstig Wet 27 van 1943, om alle of enige bystand te verseker wat in klousule 5 van hierdie Hoofstuk voorgeskryf word.

(3) Die Raad het die bevoegdheid om sy eie prosedureëls vir die Komitee voor te skryf, te wysig en te verander en om reëls vir die administrasie van die Vereniging op te stel, te wysig en te verander. Met dien verstande dat sodanige reëls of 'n wysiging daarvan nie onbestaanbaar met hierdie Ooreenkoms of 'n ander wet mag wees nie. 'n Afskrif van die reëls en wysiging daarvan moet aan die Direkteur-generaal van Mannekrag gestuur word.

(4) Ingeval die Bestuurskomitee om watter rede ook al nie in staat is om sy pligte na te kom nie, moet die Raad sodanige pligte waarneem en sy bevoegdhede uitoefen.

(5) Ingeval 'n geskil te enige tyd ontstaan oor die administrasie van die Vereniging waaroor lede van die Bestuurskomitee gelykop verdeel is, moet die saak vir beslissing na die Raad verwys word.

9. FINANSIËLE BEHEER

(1) Alle uitgawes wat in verband met die administrasie van die Vereniging aangegaan word, kom ten laste van die Vereniging.

(2) Alle geld wat nie vir die bestryding van lopende betalings en uitgawes nodig is nie, moet belê word soos voorgeskryf in klousule 2 (6) van Hoofstuk II van hierdie Ooreenkoms.

(3) Die boekjaar van die Vereniging sluit elke jaar op 28 Februarie.

(4) So gou moontlik na 28 Februarie elke jaar moet die Vereniging 'n staat opstel van alle inkomste en uitgawes van die Vereniging asook 'n balansstaat wat die bates en laste toon ten opsigte van die voorafgaande tydperk van 12 maande geëindig 28 Februarie, wat deur die ouditeur gesertifiseer en deur die voorsitter van die Vereniging medeonderteken moet word en saam met die verslag daarvoor deur die ouditeur aan die Raad voorgelê moet word.

(5) Die geouditeerde staat en balansstaat moet daarna op die kantoor van die Raad ter insae lê en afskrifte daarvan moet binne drie maande vanaf die sluiting van die tydperk waarop hulle betrekking het, aan die Direkteur-generaal van Mannekrag voorgelê word.

10. ONTBINDING VAN DIE VERENIGING

(1) Klousule 7 (1) tot (4) van Hoofstuk II van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op die Vereniging.

(2) By likwidering van die Vereniging ingevolge klousule 7 (1) of (2) van Hoofstuk II van hierdie Ooreenkoms moet die Komitee, likwidateur of die trustee, na gelang van die geval—

(a) onverwyld daartoe oorgaan om alle beleggings en bates van die Vereniging in kontantfondse om te skep en om sodanige kontant binne 30 dae as onmiddellik opeisbare kontant te belê;

(b) alle krediteure, administrasie- en likwidasielaste uit die fondse van die Vereniging betaal.

(3) Ondanks andersluidende bepalings in hierdie Hoofstuk, moet alle geld, as daar geld daarna in die krediet van die Vereniging oorbly nadat dit ooreenkomstig subklousule (2) gelikwedeer is, inbetaal word in die Siektebystandsgenootskap vir Natalse Meubelwerkers.

(4) Ingeval die Genootskap gelikwedeer is, moet die geld in subklousule (3) hiervan bedoel, wat in die krediet van die Genootskap betaal sou gewees het as dit nie gelikwedeer was nie, in die algemene fondse van die Raad inbetaal word.

(5) As die sake van die Raad reeds afgesluit en die saldo van die Raad se fondse verdeel is, moet die geld wat in subklousule (3) hiervan bedoel word, ingeval die Genootskap ook reeds gelikwedeer is, verdeel word soos bepaal in artikel 34 (4) van die Wet asof dit deel van die algemene fondse van die Raad uitmaak.

Hierdie Ooreenkoms is namens die partye op hede die 9de dag van Oktober 1981 te Durban onderteken.

B. T. RESSELL, Voorsitter van die Raad.

M. LALARAM, Ondervoorsitter van die Raad.

D. J. ROSSOUW, Sekretaris van die Raad.

AANHANGSEL A

Lys van totale aftrekkings en bydraes aan die Voorsorgfonds vir die Meubelnywerheid, Natal, die Siektebystandsgenootskap vir Natalse Meubelwerkers en die Sterftebystandsvereniging vir Natalse Meubelwerkers wat kragtens klousule 4 (1) (a) van Hoofstuk II van die Ooreenkoms gedoen moet word.

In particular the Committee may—

(a) realise, sell or otherwise dispose of or deal with any of the assets of the Association;

(b) contract with an insurance company registered in terms of Act 27 of 1943, to underwrite all or any of the benefits prescribed in clause 5 of this Chapter.

(3) The Council shall have the power to prescribe, alter and amend its own rules of procedure for the Committee and to make, amend and alter rules governing the administration of the Association: Provided that such rules or any amendment thereof shall not be inconsistent with the provisions of this Agreement or with the provisions of any other Act. A copy of the rules and any amendment thereof shall be transmitted to the Director-General of Manpower.

(4) In the event of the Management Committee being unable to perform its duties for any reason, the Council shall perform such duties and exercise its powers.

(5) Should a dispute arise at any time as to the administration of the Association in regard to which members of the Management Committee are equally divided, the matter shall be referred to the Council for a decision.

9. FINANCIAL CONTROL

(1) All expenses incurred in connection with the administration of the Association shall be a charge against the Association.

(2) Any moneys not required to meet current payments and expenses shall be invested as prescribed in clause 2 (6) of Chapter II of this Agreement.

(3) The financial year of the Association shall end on 28 February of each year.

(4) As soon as possible after 28 February of each year the Association shall prepare a statement of all revenue and expenditure of the Association and a balance sheet showing the assets and liabilities in respect of the preceding period of 12 months ended 28 February, which shall be certified by the auditor and countersigned by the chairman of the Association and submitted to the Council with any report by the auditor thereon.

(5) The audited statement and balance sheet shall thereafter lie for inspection at the office of the Council and copies thereof shall, within three months of the close of the period to which they relate, be submitted to the Director-General of Manpower.

10. DISSOLUTION OF THE ASSOCIATION

(1) The provisions of clause 7 (1) to (4) of Chapter II of this Agreement shall *mutatis mutandis* apply in respect of the Association.

(2) Upon the liquidation of the Association in accordance with the provisions of clause 7 (1) or (2) of Chapter II of this Agreement, the Committee, liquidator or the trustees, as the case may be, shall—

(a) forthwith proceed to convert all investments and assets of the Association into cash funds and invest such cash on call within 30 days;

(b) pay all creditors, administration and liquidation expenses from the funds of the Association.

(3) Notwithstanding anything to the contrary contained in this Chapter, should any moneys thereafter remain to the credit of the Association upon liquidation in accordance with subclause (2), such moneys shall be paid into the Natal Furniture Workers' Sick Benefit Society.

(4) In the event of the Society having been liquidated, the moneys referred to in subclause (3) hereof, which would have been paid into the Society had it not been liquidated, shall be paid into the general funds of the Council.

(5) If the affairs of the Council have already been wound up and the balance of the Council's funds distributed, the moneys referred to in subclause (3) hereof shall, in the event of the Society also already having been liquidated, be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

This Agreement signed on behalf of the parties at Durban this 9th day of October 1981.

B. T. RESSELL, Chairman of the Council.

M. LALARAM, Vice-Chairman of the Council.

D. J. ROSSOUW, Secretary of the Council.

ANNEXURE A

Schedule of total deductions and contributions to the Provident Fund for the Furniture Manufacturing Industry, Natal, the Natal Furniture Workers' Sick Benefit Society and the Natal Furniture Workers' Mortality Benefit Association to be made in terms of clause 4 (1) (a) of Chapter II of the Agreement.

	Vir die tydperk eindigende 31/7/85	
	A Weeklikse aftrekkings van werknemer se loon	B Weeklikse bydrae deur werkgever
Gewone weekloon van hoogstens R42,50	5% van gewone loon, plus R1,28	5% van gewone loon, plus R1,28.
Gewone weekloon van tussen R42,51 en R60,00	5% van gewone loon, plus R1,48	5% van gewone loon, plus R1,48.
Gewone weekloon van R60,01 en meer	5% van gewone loon, plus R1,68	5% van gewone loon, plus 1,68.

No. R. 2818

24 Desember 1981

**WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941****MEUBELNYWERHEID, NATAL.—VRYSTELLING
VAN SIEKTEVERLOFBEPALINGS**

Ek, Stephanus Petrus Botha, Minister van Mannekrag, stel hierby, kragtens artikel 54 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat die Ooreenkoms gepubliseer by Goewermenskennisgewing R. 2817 van 24 Desember 1981, kragtens die Wet op Arbeidsverhoudinge, 1956, bindend mag wees, alle werkgewers wat onderworpe is aan die bepalings van genoemde Ooreenkoms, vry van die vereistes van artikel 21A van eersgenoemde Wet, ten opsigte van werknemers wat ingevolge genoemde Ooreenkoms op siektebystand geregtig is.

S. P. BOTHA, Minister van Mannekrag.

**DEPARTEMENT VAN NASIONALE
OPVOEDING**

No. R. 2789

24 Desember 1981

**INTREKKING VAN VERKLARING VAN INRIGTINGS
TOT STAATSONDERSTEUNDE OPLEIDING-
SENTRUMS**

Die Minister van Nasionale Opvoeding het kragtens die bevoegdheid hom verleen by artikel 13 (2) van die Wet op Opleiding van Geestelik Vertraagde Kinders, 1974 (Wet 63 van 1974), die verklaring van die Horison-opleidingsentrum, Pretoria, en die Muckleneukskool, Pretoria, tot staatsondersteunde opleidingsentrums, met ingang van 1 Oktober 1981 ingetrek.

No. R. 2790

24 Desember 1981

**WET OP DIE NASIONALE ONDERWYSBELEID, 1967
ONDERWYSERSOPLEIDING.—GELDELIKE
HULP—WYSIGING**

Die Minister van Nasionale Opvoeding het kragtens artikel 1B van die Wet op die Nasionale Onderwysbeleid, 1967 (Wet 39 van 1967), die beleid wat ten opsigte van onderwysersopleiding bepaal is, gewysig soos in die Bylae uiteengesit.

BYLAE

1. In hierdie Bylae beteken "die Kennisgewing" Goewermenskennisgewing R. 75 van 10 Januarie 1975, soos gewysig by Goewermenskennisgewings R. 1763 van 19 September 1975, R. 495 van 26 Maart 1976 en R. 515

	For the period ending 31/7/85	
	A Employee's weekly deductions from wage	B Employer's weekly contribution
Normal weekly wage of R42,50 and less	5% of normal wage, plus R1,28	5% of normal wage, plus R1,28.
Normal weekly wage of R42,51 but not more than R60,00	5% of normal wage, plus R1,48	5% of normal wage, plus R1,48
Normal weekly wage of R60,01 and more	5% of normal wage, plus R1,68	5% of normal wage, plus R1,68.

No. R. 2818

24 December 1981

**FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941****FURNITURE MANUFACTURING INDUSTRY,
NATAL.—EXEMPTION FROM SICK LEAVE PROVI-
SIONS**

I, Stephanus Petrus Botha, Minister of Manpower, hereby, in terms of section 54 (1) of the Factories, Machinery and Building Work Act, 1941, and with effect from the second Monday after the date of publication of this notice and for such period or periods as the Agreement published under Government Notice R. 2817 of 24 December 1981, may be binding in terms of the Labour Relations Act, 1956, exempt all employers who are subject to the provisions of the said Agreement from the requirements of section 21A of the first-mentioned Act, in respect of employees who are entitled to sick pay in terms of the said Agreement.

S. P. BOTHA, Minister of Manpower.

**DEPARTMENT OF NATIONAL
EDUCATION**

No. R. 2789

24 December 1981

**WITHDRAWAL OF DECLARATION OF INSTITU-
TIONS AS STATE-AIDED TRAINING CENTRES**

The Minister of National Education has, under and by virtue of the powers vested in him by section 13 (2) of the Mentally Retarded Children's Training Act, 1974 (Act 63 of 1974), withdrawn the declaration of the Horison Training Centre, Pretoria, and the Muckleneuk School, Pretoria, as State-aided training centres, with effect from 1 October 1981.

No. R. 2790

24 December 1981

**NATIONAL EDUCATION POLICY ACT, 1967
TEACHER TRAINING.—FINANCIAL ASSISTANCE—
AMENDMENT**

The Minister of National Education has, in terms of section 1B of the National Education Policy Act, 1967 (Act 39 of 1967), amended the policy determined in respect of teacher training, as set out in the Schedule hereto.

SCHEDULE

1. In this Schedule "the Notice" means Government Notice R. 75 of 10 January 1975, as amended by Government Notices R. 1763 of 19 September 1975, R. 495 of 26 March 1976 and R. 515 of 21 March 1980, in which the

van 21 Maart 1980, waarin die beleid in verband met geldelike hulp ten opsigte van onderwysersopleiding, soos deur die Minister bepaal, gepubliseer is.

2. Klousule 7 van die Kennisgewing word hierby deur die volgende klousule vervang:

“7 (1) 'n Verbintenisstudent onderneem—

(a) in die geval van 'n verbintenis met die Departement, om een jaar lank aaneenlopend onderwys te gee aan 'n skool onder beheer van die Departement vir elke afsonderlike studiejaar of gedeelte daarvan ten opsigte waarvan hy geldelike hulp ontvang het;

(b) in die geval van 'n verbintenis met 'n provinsiale administrasie, om een jaar lank aaneenlopend onderwys te gee aan 'n skool onder beheer van die betrokke provinsiale administrasie, of, met die goedkeuring van die onderwyshoof of die provinsiale sekretaris, na gelang van die geval, ander diens aan die provinsiale administrasie te lewer vir elke afsonderlike studiejaar of gedeelte daarvan ten opsigte waarvan hy geldelike hulp ontvang het: Met dien verstande dat die onderwys of ander diens met die goedkeuring van die onderwyshoof of die provinsiale sekretaris, na gelang van die geval, aan 'n ander provinsiale administrasie as die een met wie die verbintenis aangegaan is, gelewer kan word.

(2) Indien 'n verbintenisstudent 'n kleiner bedrag as die maksimum bedrag bedoel in die omskrywing van 'geldelike hulp' ontvang het, word die tydperk van onderwys of ander diens bedoel in subklousule (1) *pro rata* tot die naaste volle maand verminder.

(3) Indien 'n verbintenisstudent versuim om sy verpligting na te kom om onderwys te gee of ander diens bedoel in subklousule (1) of in subklousule (1) gelees met subklousule (2) te lewer, moet hy die bedrag wat hy ten opsigte van geldelike hulp skuld, onmiddellik terugbetaal: Met dien verstande dat—

(a) die onderwyshoof of die provinsiale sekretaris, na gelang van die geval, die terugbetaling van 'n aldus verskuldigde bedrag in paaielemente wat hy bepaal, kan magtig, mits die bedrag nie deel uitmaak van 'n skuld ten opsigte waarvan voorheen kragtens hierdie subklousule magtiging verleen is vir die terugbetaling daarvan in paaielemente nie;

(b) 'n aldus verskuldigde bedrag wat by die skuldenaar se aanstelling of heraanstelling in 'n onderwyspos by 'n skool of 'n ander pos in die diens van die provinsiale administrasie om enige rede nog nie terugbetaal is nie, met die goedkeuring van die onderwyshoof of die provinsiale sekretaris, na gelang van die geval, deur onderwys of ander diens gedelg kan word op die grondslag in subklousules (1) en (2) uiteengesit.”

3. Die bepalinge van klousule 7 (1) (b) van die Kennisgewing, soos uiteengesit in paragraaf 2 van hierdie Bylae, word geag op 1 Oktober 1981 in werking te getree het.

No. R. 2793

24 Desember 1981

WET OP FINANSIËLE VERHOUDINGS, 1976

AANWYSING VAN UNIVERSITEIT EN KURSUS

Ek, Gerrit van Niekerk Viljoen, Minister van Nasionale Opvoeding, wys hierby kragtens die bevoegdheid my verleen by artikel 28 van die Wet op Finansiële Verhoudings, 1976 (Wet 65 van 1976), die Randse Afrikaanse Universiteit en onderstaande vakke aan sodat—

(a) aan studente van die aangewese universiteit toegang tot die Goudstadse Onderwyskollege verleen kan word vir doeleindes van of in verband met die opleiding van sodanige studente as onderwysers in die aangewese vakke; en

policy that is to be pursued regarding financial assistance in respect of teacher training, as determined by the Minister, was published.

2. The following clause is hereby substituted for clause 7 of the Notice:

“7 (1) An agreement student shall undertake—

(a) in the case of an agreement with the Department, to teach for a continuous period of one year at a school controlled by the Department for each separate year of study or part thereof in respect of which he received financial assistance;

(b) in the case of an agreement with a provincial administration, to teach for a continuous period of one year at a school controlled by the provincial administration concerned, or, with the approval of the head of education or the provincial secretary, as the case may be, to render other service to the provincial administration for each separate year of study or part thereof in respect of which he received financial assistance: Provided that the teaching or other service may, with the approval of the head of education or the provincial secretary, as the case may be, be rendered to a provincial administration other than the one with which the agreement has been entered into.

(2) If an agreement student received a smaller amount of money than the maximum amount referred to in the definition of 'financial assistance', the period of teaching or other service referred to in subclause (1) shall be reduced *pro rata* to the nearest full month.

(3) If an agreement student fails to honour his obligation to teach or to render other service referred to in subclause 1 or in subclause 1 read with subclause 2, he shall repay immediately any amount of money due by him in respect of financial assistance: Provided that—

(a) the head of education or the provincial secretary, as the case may be, may authorise the repayment of an amount of money due in this manner in instalments determined by him provided the amount of money does not form part of a debt in respect of which the repayment thereof in instalments has previously been authorised in terms of this subclause;

(b) an amount of money due in this manner which for any reason has not yet been repaid at the time of the debtor's appointment or reappointment to a teaching post at a school or to another post in the service of the provincial administration may, with the approval of the head of education or the provincial secretary, as the case may be, be redeemed by rendering service on the basis set out in subclauses (1) and (2).”

3. The provisions of clause 7 (1) (b) of the Notice, as set out in paragraph 2 of this Schedule, shall be deemed to have come into operation on 1 October 1981.

No. R. 2793

24 December 1981

FINANCIAL RELATIONS ACT, 1976

DESIGNATION OF UNIVERSITY AND COURSE

I, Gerrit van Niekerk Viljoen, Minister of National Education, under and by virtue of the powers vested in me by section 28 of the Financial Relations Act, 1976 (Act 65 of 1976), hereby designate the Rand Afrikaans University and the following subjects in order that—

(a) students of the designated university may be granted access to the Goudstad College of Education for the purpose of or in connection with the training of such students as teachers in the designated subjects; and

(b) 'n lid van die personeel van genoemde kollege aan die aangewese universiteit beskikbaar gestel kan word ten einde met die onderrig en opleiding van studente aan die universiteit as onderwysers in die aangewese vakke hulp te verleen:

Afrikaans;
Engels;
Sotho;
Zoeloe;
Bybelkunde;
Aardrykskunde;
Geskiedenis;
Wiskunde;
Fisika;
Chemie;
Plantkunde;
Dierkunde;
Biologie;
Sielkunde;
Kuns;
Musiek;
Handwerk;
Liggaamlike Opvoeding;
Drama;
Biblioteekkunde;
Onderwyskunde;
Pedagogiek;
Bybelonderrig.

(b) any member of the staff of the said college may be made available to the designated university for the purpose of assisting in the teaching and training of students as teachers at that university in the designated subjects:

Afrikaans;
English;
Sotho;
Zulu;
Biblical Studies;
Geography;
History;
Mathematics;
Physics;
Chemistry;
Botany;
Zoology;
Biology;
Psychology;
Art;
Music;
Handwork;
Physical Education;
Drama;
Library Science;
Teaching Science;
Education;
Religious Instruction.

DEPARTEMENT VAN VERVOER

No. R. 2801

24 Desember 1981

SEWE-EN-TWINTIGSTE WYSIGING VAN DIE STAATSLUGHAWEREGULASIES, 1963

Die Minister van Vervoerwese het kragtens artikel 22 van die Lugvaartwet, 1962 (Wet 74 van 1962), die regulasies in die Bylae hiervan uitgevaardig.

BYLAE

1. In hierdie Bylae, tensy uit die samehang anders blyk, beteken die uitdrukking "die Regulasies" die Staatslughaweregulasies, 1963, soos afgekondig by Goewermmentskennisgewing R. 1974 van 20 Desember 1963, soos gewysig deur Goewermmentskennisgewings R. 397 van 20 Maart 1964, R. 2027 van 24 Desember 1965, R. 943 van 23 Junie 1967, R. 1031 van 26 Junie 1970, R. 2233 van 11 Desember 1970, R. 331 van 9 Maart 1973, R. 1258 van 27 Julie 1973, R. 1564 van 31 Augustus 1973, R. 1677 van 14 September 1973, R. 2443 van 21 Desember 1973, R. 774 van 18 April 1975, R. 142 van 30 Januarie 1976, R. 1479 van 20 Augustus 1976, R. 2512 van 24 Desember 1976, R. 2633 van 30 Desember 1977, R. 441 van 10 Maart 1978, R. 2544 van 22 Desember 1978, R. 2784 van 14 Desember 1979, R. 2820 van 21 Desember 1979, R. 351 van 22 Februarie 1980, R. 1992 van 26 September 1980, R. 2567 van 12 Desember 1980, R. 2628 van 19 Desember 1980, R. 1771 van 21 Augustus 1981 en R. 2385 van 30 Oktober 1981.

2. Die Regulasies word hierby gewysig deur—

(a) in Aanhangel C die bedrae R500, R400, R300, R200 en R100 in subparagrafe (c) (i), (c) (ii), (c) (iii), (c) (iv) en (c) (v) onderskeidelik deur die bedrae R250, R200, R150, R100 en R50 te vervang;

(b) in Aanhangel C die bedrae R3 200, R1 100, R1 050, R660, R670, R2 300, R1 120, R150 en R210 in paragrafe (d), (e), (f), (g), (h), (i), (j), (k) en (m) (A) onderskeidelik deur die bedrae R3 410, R1 630, R1 350, R510, R630, R2 580, R1 030, R450 en R260 te vervang.

3. Die Regulasies in hierdie Bylae tree in werking op 1 Januarie 1982.

DEPARTMENT OF TRANSPORT

No. R. 2801

24 December 1981

TWENTY-SEVENTH AMENDMENT OF THE STATE AIRPORT REGULATIONS, 1963

The Minister of Transport Affairs has, under section 22 of the Aviation Act, 1962 (Act 74 of 1962), made the Regulations in the Schedule hereto.

SCHEDULE

1. In this Schedule, unless the context otherwise indicates, the expression "the Regulations" means the State Airport Regulations, 1963, promulgated under Government Notice. R. 1974 of 20 December 1963, as amended by Government Notices R. 397 of 20 March 1964, R. 2027 of 24 December 1965, R. 943 of 23 June 1967, R. 1031 of 26 June 1970, R. 2233 of 11 December 1970, R. 331 of 9 March 1973, R. 1258 of 27 July 1973, R. 1564 of 31 August 1973, R. 1677 of 14 September 1973, R. 2443 of 21 December 1973, R. 774 of 18 April 1975, R. 142 of 30 January 1976, R. 1479 of 20 August 1976, R. 2512 of 24 December 1976, R. 2633 of 30 December 1977, R. 441 of 10 March 1978, R. 2544 of 22 December 1978, R. 2784 of 14 December 1979, R. 2820 of 21 December 1979, R. 351 of 22 February 1980, R. 1992 of 26 September 1980, R. 2567 of 12 December 1980, R. 2628 of 19 December 1980, R. 1771 of 21 August 1981 and R. 2385 of 30 October 1981.

2. The Regulations are hereby amended by—

(a) the substitution in Annex C of the amounts of R500, R400, R300, R200 and R100 in subparagraphs (c) (i), (c) (ii), (c) (iii), (c) (iv) and (c) (v) respectively by the amounts of R250, R200, R150, R100 and R50;

(b) the substitution in Annex C of the amounts of R3 200, R1 100, R1 050, R660, R670, R2 300, R1 120, R150 and R210 in paragraphs (d), (e), (f), (g), (h), (i), (j), (k) and (m) (A) respectively by the amounts of R3 410, R1 630, R1 350, R510, R630, R2 580, R1 030, R450 and R260.

3. The Regulations in this Schedule come into operation on 1 January 1982.

INHOUD

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