



Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID-AFRIKA

Regulation Gazette

No. 7142

Regulasiekoerant

Vol. 434

**Pretoria, 24 August
Augustus 2001**

No. 22583



AIDS HELPLINE: 0800-0123-22 Prevention is the cure

CONTENTS**INHOUD**

No.	Page No.	Gazette No.	No.	Bladsy No.	Koerant No.
GOVERNMENT NOTICE			GOEWERMENTSKENNISGEWING		
Safety and Security, Department of			Veiligheid en Sekuriteit, Departement van		
<i>Government Notice</i>			<i>Goewermentskennisgewing</i>		
R. 764 South African Police Service Act (68/1995): Amendment of the South African Police Service Employment Regulations, 1999	3	22583	R. 764 Wet op die Suid-Afrikaanse Polisie (68/1995): Wysiging van die Suid- Afrikaanse Polisie Diensregulasies, 1999	37	22583

GOVERNMENT NOTICE GOEWERMENTSKENNISGEWING

DEPARTMENT FOR SAFETY AND SECURITY

No. 764

24 August 2001

AMENDMENT OF THE SOUTH AFRICAN POLICE SERVICE EMPLOYMENT REGULATIONS, 1999

The Minister for Safety and Security has, under section 24(1) of the South African Police Service Act, 1995 (Act No. 68 of 1995), made the regulations in the Schedule.



SV TSHWETE,
Minister for Safety and Security

SCHEDULE

Definition

1. In these regulations "the Regulations" means the South African Police Service Employment Regulations, 1999, promulgated by Government Notice R.389 of 14 April 2000.

Amendment of table of contents of the Regulations

- 2.1. The Table of contents is hereby amended by the deletion of regulation 25 in the Table of contents and the insertion before the expression "Annexures" of the following:

"CHAPTER XI: FINANCIAL DISCLOSURE BY THE NATIONAL COMMISSIONER AND CERTAIN OTHER EMPLOYEES

- | | |
|----|--|
| 57 | DEFINITIONS |
| 58 | REGISTER AND FUNCTIONS |
| 59 | DISCLOSURE OF DESIGNATED EMPLOYEES' INTERESTS |
| 60 | NATURE OF INTERESTS TO BE DISCLOSED |
| 61 | DETAILS OF REGISTERABLE INTERESTS TO BE DISCLOSED |
| 62 | CONFIDENTIALITY OF DECLARED INTERESTS FORMS AND REGISTER |

63 **CONFLICT OF INTERESTS**

64 **FAILURE TO DISCLOSE INTERESTS**

CHAPTER XII: SENIOR MANAGEMENT SERVICE (SMS)

65 **ESTABLISHMENT OF SMS**

66 **RECRUITMENT, SELECTION AND APPOINTMENT**

67 **PERFORMANCE MANAGEMENT AND DEVELOPMENT**

68 **CONDITIONS OF SERVICE**

69 **MOBILITY AND CAREER PROGRESSION**

70 **TRAINING AND DEVELOPMENT**

71 **ETHICS AND CONDUCT**

72 **EMPLOYER - EMPLOYEE RELATIONSHIPS**

73 **TERMINATION OF SERVICE**

2.2. The Table of contents is further amended by the deletion of Appendix A and the insertion after Annexure II of the following:

“ANNEXURE III: PERMANENT EMPLOYMENT CONTRACT FOR SMS
ANNEXURE IV: FIXED TERM EMPLOYMENT CONTRACT FOR SMS”

Amendment of regulation 2 of the Regulations

3. Regulation 2 of the Regulations is hereby amended by the substitution for the definition of “*senior management*” of the following definition:
“*senior management service*” (SMS) means the employees referred to in regulation 65(2).”

Amendment of regulation 24 of the Regulations

4. Regulation 24 of the Regulations is hereby amended by adding the following proviso at the end of subregulation (6):
“Provided that if the National Commissioner continues to employ the incumbent employee in the higher-graded post in terms of this subregulation it shall take effect on the first day of the month following the month during which the National Commissioner approved the continued employment of such employee.”

Deletion of regulation 25 of the Regulations

5. Regulation 25 of the Regulations is hereby deleted.

Amendment of regulations 26 and 36 of the Regulations

6. Regulations 26 and 36 of the Regulations are hereby amended by the substitution for the expression "senior management" of the expression "senior management service" wherever it appears in the regulations.

Amendment of regulation 27 of the Regulations

7. Regulation 27 of the Regulations is hereby amended by the insertion after subregulation (3) of the following subregulation:
- "(4) The Minister may make a determination regarding special daily allowances for visits abroad by employees."

Amendment of regulation 37 of the Regulations

8. Regulation 37 of the Regulations is hereby amended by the insertion after regulation 37(6) of the following subregulation:
- "(7) Before making a decision on an appointment or the filling of a post, the National Commissioner must satisfy herself or himself that the candidate qualifies in all respects for the post and that the claims of the applicant on her or his application for the post have been verified and record it in writing."

Amendment of regulations 42 and 49 of the Regulations

9. Regulations 42 and 49 of the Regulations are hereby amended by the substitution for the expression "senior management" of the expression "senior management service" wherever it appears in the regulations.

Insertion of Chapters XI and XII

10. The Regulations are hereby amended by the insertion after Chapter X of the following chapters:

"CHAPTER XI: DISCLOSURE OF FINANCIAL INTEREST BY THE NATIONAL COMMISSIONER AND CERTAIN OTHER EMPLOYEES

57. DEFINITIONS

In this Chapter, unless the context indicates otherwise -

"*Commission*" means the Public Service Commission established by section 196(1) of the Constitution;

"*declared interests form*" means a form determined by the Commission as contemplated in regulation 59(1) or (2);

"*designated employee*" means the National Commissioner or any other employee occupying a post on grade 13 or higher in the Service;

"*register*" means the Register of Designated Employees' Interests kept in terms of regulation 58;

"registrable interests" mean the financial interests listed in regulation 60; and

"remuneration" means benefits in cash or in kind.

58. REGISTER AND FUNCTIONS

The Director-General of the Commission must -

- (a) keep a register for the purposes of this Chapter, called the Register of Designated Employees' Interests, in a format approved by the Commission; and
- (b) perform such other functions in relation to the implementation of this Chapter as the Commission may require.

59. DISCLOSURE OF DESIGNATED EMPLOYEES' INTERESTS

- (1) Every designated employee must, not later than 30 April of each year, disclose to the Minister, on the declared interests form, particulars of all her or his registrable interests in respect of the period 1 April of the previous year to 31 March of the year in question.
- (2) Any person who assumes duty as a designated employee after 1 April in a year must make such disclosure within 30 days after assumption of duty in respect of the period of 12 months preceding her or his assumption of duty.
- (3) The Minister must submit to the Commission a copy of the declared interests form submitted to her or him in terms of -
 - (a) regulation 59(1) not later than 31 May of the year in question; or
 - (b) regulation 59(2) not later than 30 days after it has been so submitted.

60. NATURE OF INTERESTS TO BE DISCLOSED

The following are examples of the nature of financial interests which are registrable interests:

- (a) shares and other financial interests in private or public companies and other corporate entities recognised by law;
- (b) directorships and partnerships;
- (c) remunerated work outside the Service;
- (d) consultancies and retainerships;
- (e) sponsorships;
- (f) gifts and hospitality from a source other than a family member; or
- (g) ownership and other interests in land and property, whether inside or outside the Republic.

61. DETAILS OF REGISTERABLE INTERESTS TO BE DISCLOSED

The following details of registerable interests must be disclosed:

- (a) Shares and other financial interests in private or public companies and other corporate entities recognised by law:
 - (i) The number, nature and nominal value of shares of any type in any public or private company;
 - (ii) the name of that company; and
 - (iii) the nature and value of any other financial interests held in a private or public company or any other corporate entity.
- (b) Directorships and partnerships:
 - (i) The name and type of business activity, of the corporate entity or partnership; and
 - (ii) the amount of any remuneration received for such directorship or partnership.
- (c) Remunerated work outside the Service:
 - (i) The type of work;
 - (ii) the name, and type of business activity, of the employer; and
 - (iii) the amount of the remuneration received for such work.
- (d) Consultancies and retainerships:
 - (i) The nature of the consultancy or any retainership of any kind;
 - (ii) the name, and type of business activity, of the client concerned; and
 - (iii) the value of any benefits received for such consultancy or retainership.
- (e) Sponsorships:
 - (i) The source and description of direct financial sponsorship or assistance; and
 - (ii) the value of the sponsorship or assistance.
- (f) Gifts and hospitality from a source other than a family member:
 - (i) A description and the value and source of a gift with a value in excess of R350;

- (ii) a description and the value of gifts from a single source which cumulatively exceed the value of R350 in the 12 month period contemplated in regulation 59; and
- (iii) a description of hospitality intended as a gift in kind.
- (g) Ownership and other interests in land and property, whether inside or outside the Republic:
 - (i) A description and extent of the land or property;
 - (ii) the area in which it is situated; and
 - (iii) the value of the interest.

62. CONFIDENTIALITY OF DECLARED INTERESTS FORMS AND REGISTER

- (1) Subject to subregulation (3) only the following persons have access to a declared interests form or the register:
 - (a) The Minister to whom the declared interests form is submitted and the staff designated by the him or her for purposes of record-keeping of the original declared interests form and submission of a copy of the declared interests form to the Commission;
 - (b) commissioners of the Commission;
 - (c) the Director-General of the Commission; and
 - (d) such other persons designated by the Minister or the chairperson of the Commission for purposes of the effective implementation of this Chapter.
- (2) No person who has access to a declared interests form or the register may, except when a court so orders, disclose any information in that form or register to anyone other than -
 - (a) a designated employee in respect of her or his declared interests form or an entry in the register in respect of that employee; or
 - (b) another person who is permitted access in terms of subregulation (1) or to whom access is granted in accordance with subregulation (3).
- (3) Any person, other than a person contemplated in subregulation (1) may only be given access to a declared interests form or the register in terms of section 11 of the Promotion of Access to Information Act, 2000 (Act No. 2 of 2000).
- (4) Any employee who contravenes the provisions of subregulation (2) is guilty of misconduct.

63. CONFLICT OF INTERESTS

- (1) If the Commission is of the opinion that a registerable interest of a designated employee disclosed in terms of regulation 59 conflicts or is likely to conflict with the execution of any

official duty of that employee, it must verify the information regarding that interest and consult with the employee in question.

- (2) If, after such verification and consultation, the Commission is of the opinion that there is such conflict or such conflict is likely to take place, it must refer the matter to the Minister.
- (3) Upon the referral, the Minister must consult with the employee concerned and take the appropriate steps, including, but not limited to -
 - (a) the institution of disciplinary action; or
 - (b) the granting of a waiver to the employee in respect of a future conflict of interest.
- (4) The Minister must, within 30 days after such referral, report to the Commission by -
 - (a) stating whether any steps were taken; and
 - (b) if steps were taken, giving a description of those steps or, if no steps were taken, giving the reasons therefor.

64. FAILURE TO DISCLOSE INTERESTS

Any designated employee who -

- (a) fails to disclose an interest in terms of regulation 59; or
- (b) when disclosing an interest in terms of regulation 59, wilfully provides incorrect or misleading details, is guilty of misconduct.

CHAPTER XII: SENIOR MANAGEMENT SERVICE (SMS)

65. ESTABLISHMENT OF SMS

(1) Principles

To ensure the effective management of the Service, or to execute specialist functions, the Minister must create an appropriate number of posts in the senior management service. Persons appointed to such posts shall be managed as a pool of scarce resources to be utilised in the best interests of the Service. The conditions of service of the persons appointed to such posts shall accord with their positions as high-level managers or specialists, while employment practices must be fair and take into account the need to redress the imbalances of the past. Only the finest candidates shall be appointed to such posts and steps must be taken to retain and develop persons so appointed as a corporate resource.

(1) Composition of SMS and grading of posts

- (a) The SMS consists of employees -
 - (i) who immediately before 1 January 2001 were remunerated on salary grade 13 or higher; or

- (ii) appointed to the SMS on or after 1 January 2001 in the capacities referred to in regulation 66(2).
 - (b) The number of members of the SMS and their functions must be determined by the Minister through the processes of planning and work organisation as contemplated in regulations 67 and 68.
 - (c) The grading of SMS posts must be determined through the job evaluation system determined by the Minister.
- (3) **Flexible employment practices within a framework of uniform norms and standards**
- (a) The National Commissioner must appoint and utilise members of the SMS within a framework of uniform norms and standards.
 - (b) The Act, this Chapter and the directives issued and determinations made by the Minister, constitute the framework of uniform norms and standards applicable to members of the SMS.
 - (c) This Chapter applies to members of the SMS, unless otherwise indicated. If any conflict arises between a provision of this Chapter and a provision of any other Chapter of these Regulations, the provisions of this Chapter shall prevail.
- (4) **Handbook for SMS**
The Minister may include any or all of the determinations, directions and guidelines applicable to the SMS in a Handbook for the SMS.
66. **RECRUITMENT, SELECTION AND APPOINTMENT**
- (1) **Principles**
Posts must, as far as possible, be filled through open competition. Selection must increasingly be competency-based so as to enhance the quality of appointment decisions.
- (2) **Employment capacities**
- (a) Persons newly appointed to the SMS must be employed in a permanent or temporary capacity in posts on the fixed establishment.
 - (b) Where a person is appointed to the SMS in a temporary capacity, the appointment must be for a fixed term or for a specific project.
- (3) **Advertising of posts and employment equity**
The National Commissioner may issue directives on -
- (a) how SMS posts are to be advertised and the application forms to be utilised; and
 - (b) targets to be achieved in promoting a SMS that is broadly representative of the South African people, including representation according to race, gender and disability.
- (4) **Competency-based selection**

The National Commissioner may issue directives on the desired managerial and leadership competencies of members of the SMS and the selection processes for the filling of SMS posts.

(5) **Nurturing of talent to sustain SMS**

The National Commissioner may introduce programmes to identify and develop talented individuals for possible appointment to SMS posts.

(6) **Employment contracts**

A person newly appointed to the SMS, other than the National Commissioner, must conclude a contract of employment, which shall be based on the provisions of the contract contained in Annexure III and IV to these Regulations, as the case may be.

67. PERFORMANCE MANAGEMENT AND DEVELOPMENT

(1) **Principles**

The performance of a person appointed to a post in the SMS must be managed in accordance with a performance agreement. Such an agreement must be linked to the strategic goals of the Service and shall comply with the criteria set out in subregulation (2).

(2) **Performance management and development**

(a) A person newly appointed to the SMS must enter into a performance agreement.

(b) Such agreement must -

(i) define the key responsibilities and priorities of a member of the SMS;

(ii) encourage improved communication between that member and the person she or he reports to; and

(iii) enable the person that member reports to, to assess her or his work and provide appropriate support.

(c) The National Commissioner may issue directives on performance management and development for members of the SMS.

68. CONDITIONS OF SERVICE

(1) **Principles**

(a) The remuneration of members of the SMS must aim to -

(i) support efficient and effective service delivery;

(ii) provide appropriate incentives linked to a systems of performance management and development; and

(iii) ensure equal pay for work of equal value in accordance with job evaluation and grading.

(b) In determining a remuneration package of a member of the SMS or the grade of a SMS post, the Minister must take into account -

- (i) available funding;
- (ii) the results of the evaluation of the job; and
- (iii) the need to recruit and retain personnel with the required competencies.

(2) **Determination of conditions of service**

(a) The Minister must annually make determinations regarding the conditions of service of members of the SMS. Such determinations must be implemented with effect from 1 January of each year.

(b) Any determination or directive issued by the Minister in regard to the conditions of service of members of the SMS, must take into account the advice of the panel established in terms of subregulation (3)(a)(i).

(c) The Minister must, before making a determination in terms of paragraph (a), distribute a draft determination for comment in the Service.

(3) **Panel for review of conditions of service of members of SMS**

(a) **Establishment of panel**

(i) The Minister must once every three years appoint a panel to inquire into conditions of service of members of the SMS and to advise her or him accordingly.

(ii) The Minister must announce the names of the members of the panel, their terms of reference and terms of office by a notice in the Gazette.

(b) **Constitution of panel**

(i) The panel must consist of the number of persons to be determined by the Minister.

(ii) The persons to be appointed to the panel, must be appointed on the basis of their knowledge of, or interest in, matters relating to the functions of the panel.

(iii) A member of the panel shall serve in a part-time capacity.

(iv) The Minister must designate one member as chairperson and another as deputy chairperson of the panel.

(v) If the chairperson is absent or for any reason is unable to act as chairperson, the deputy chairperson must act as the chairperson of the panel.

(c) **Remuneration of members**

Members of the panel who are appointed on the basis of their knowledge of matters relating to the functions of the panel, must be remunerated on the basis of and according to the scales approved by the National Treasury.

(d) **Meetings of panel**

(i) The panel must meet at a time and place determined by the chairperson of the panel.

(ii) The decision of a majority of members of the panel present at a meeting of the panel constitutes a decision of the panel, and in the event of an equality of votes on any matter, the person presiding at the meeting concerned, shall have a casting vote in addition to that person's deliberative vote.

(e) **Administration of panel**

The National Commissioner must designate such employees of the Service as may be necessary to perform the work incidental to the functions of the panel.

69. MOBILITY AND CAREER PROGRESSION

(1) **Principles**

The SMS must be actively managed in the Service to ensure that operational requirements are met and to maximise the potential of members of the SMS. The Minister remains responsible for the utilisation and development of members of the SMS under her or his control and managing their careers.

(2) **Deployment of members of SMS**

(a) The Minister may, on her or his own initiative, facilitate -

(i) the transfer of a member of the SMS from one post or position to another post or position;

(ii) the transfer of a member of the SMS from one department to another department in accordance with section 14 of the Public Service Act, 1994; or

(iii) the secondment of a member of the SMS in accordance with section 39 of the Act.

(b) A vacant post in the SMS that is to be filled through a transfer as contemplated in paragraph (a)(i) or (ii), need not be advertised in terms of regulation 36(2)(c).

(c) The personal circumstances of a member of the SMS must be taken into account before she or he is transferred or seconded in terms of paragraph (a).

70. TRAINING AND DEVELOPMENT

(1) **Principles**

The Minister must oversee the development of programmes to equip members of the SMS for their responsibilities. The programmes to be developed must be based on the

competencies required of members of the SMS in terms of both their current and future responsibilities.

(2) **Standard training programmes**

The Minister must -

- (a) identify the generic managerial and leadership training needs of members of the SMS;
- (b) arrange that standard courses and programmes be developed on the basis of those training needs; and
- (c) continuously evaluate those courses and programmes with due regard to their relevance and value for money.

(3) **Training assistance**

The Minister may provide such assistance and guidance as she or he may deem necessary in order to promote the effective utilisation and development of members of the SMS.

71. **ETHICS AND CONDUCT**

(1) **Principles**

Members of the SMS must -

- (a) display the highest possible standards of ethical conduct;
- (b) set an example to their subordinates and maintain high levels of professionalism and integrity in their interaction with political office bearers and the public; and
- (c) ensure that they minimise conflicts of interest and that they put the public interest first in the performance of their functions.

(2) **Promotion of ethical conduct**

- (a) The Minister may, on the advice of the Commission, issue directives to promote ethical conduct amongst members of the SMS and to supplement the Code of Conduct contemplated in the South African Police Service Code of Conduct Regulations, 1997, and the financial disclosure framework contemplated in Chapter XI.
- (b) The Minister may provide such guidance and assistance to members of the SMS as she or he may deem necessary to minimise conflicts of interest and to promote professional conduct.

72. **EMPLOYER-EMPLOYEE RELATIONS**

(1) **Principles**

Employer-employee relations for the SMS shall aim to protect the rights and interests of members of the SMS in a manner appropriate to their positions as high-level employees.

(2) **Conflict of interest**

A member of the SMS must avoid any conflict of interest that may arise between the interests of the Service and her or his interests as a member of a trade union, as defined in section 213 of the Labour Relations Act, 1995. The Minister may take such steps as she or he may deem appropriate to assist members of the SMS to avoid such conflict.

(3) **Professional association**

The Minister may establish an association for members of the SMS to promote their professional interests.

(4) **Misconduct and incapacity**

The Minister may, subject to the Labour Relations Act, 1995 issue directives to establish misconduct and incapacity procedures for members of the SMS.

73. TERMINATION OF SERVICE

(1) **Principles**

The termination of service of members of the SMS must be done in a manner that is fair to the individuals concerned and takes into account the public interests.

(2) **Procedures and benefits**

The Minister may issue directives and provide guidelines on the procedures to be followed and benefits to be paid when terminating the services of members of the SMS."

Replacement of Annexure II and the insertion of Annexures III and IV

11. The Regulations are hereby amended by the replacement of Annexure II with the following Annexure and the insertion of the Annexures III and IV:

"ANNEXURE II

**EMPLOYMENT CONTRACT
FOR THE
NATIONAL COMMISSIONER
OF THE
SOUTH AFRICAN POLICE SERVICE**

ENTERED INTO
by and between the

GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA
herein represented by

(full name)

in her or his capacity as

PRESIDENT OF THE REPUBLIC OF SOUTH AFRICA

(hereinafter referred to as the Employer)

AND

_____ (full name)

(hereinafter referred to as the Employee)

AND WHEREAS the parties have agreed to enter into a Contract which will govern the terms and conditions of employment of the Employee by the Employer,

NOW THEREFORE the parties agree as follows:

1. Appointment

- 1.1 In terms of section 207 of the Constitution of the Republic of South Africa, 1996 (Act No. 108 of 1996) (hereinafter referred to as the Constitution), the Employer hereby appoints the Employee as National Commissioner of the South African Police Service and the Employee hereby accepts the appointment.
- 1.2 This Contract shall be in force for the period commencing on the _____ day of _____ and ending on the _____ day of _____ and is entered into in terms of section 7 of the South African Police Service Act, 1995 (Act No. 68 of 1995) hereinafter referred to as the Act).
- 1.3 During the period of this Contract, the Employee shall -
 - 1.3.1 serve the Employer as National Commissioner of the South African Police Service and Head of the Department of Safety and Security at such place as may from time to time be directed by the Employer;
 - 1.3.2 be responsible for the efficient management and administration of the South African Police Service (hereinafter referred to as the Service) as contemplated in section 207(2) of the Constitution, the Act, section 7(3)(b) read with section 7(4) of the Public Service Act, 1994 (Proclamation No. 103 of 1994) and as set out in the performance agreement referred to in clause 6.1; and
 - 1.3.3 be responsible for exercising the powers and performing the functions specifically entrusted to the office of the National Commissioner of the South African Police Service and the Head of the Department of Safety and Security, in particular as set out in the Constitution, the Act, any other law.

- 1.4 The employment of the Employee is subject to the submission by the Employee of certificates of her or his academic and professional qualifications and service certificates.

2. Remuneration

- 2.1 The remuneration that the Employee shall receive as from the date of assuming duty as stated in clause 1, shall be as agreed from time to time in writing between the parties.
- 2.2 The salary and benefits will be payable in twelve (12) equal monthly instalments.
- 2.3 The general conditions of service and benefits of the Employee shall be as stipulated and provided for by the Act and these Regulations. The parties to this Contract accept that the general conditions of service and benefits may be changed from time to time by means of collective agreements or by determinations and directives by the Minister for Safety and Security.
- 2.4 Subject to section 7(4)(b) of the Public Service Act, 1994, the Employee will also qualify for participation in other benefits and special privileges normally bestowed upon a Head of Department as set out in this Contract or other applicable prescripts.
- 2.5 When required from the Employee to perform official duties away from her or his headquarters, the Employee shall travel at the expense of the Employer and shall be paid a subsistence and travelling allowance as may from time to time be determined.

3. Termination of employment

- 3.1 The term of office of the Employee may be terminated as provided for in the Act.
- 3.2 Pension and other payable benefits are directly linked to the specific section of the Act which is utilised, as regulated by the Government Employees Pension Law, 1996 (Proclamation No. 21 of 1996), the regulations promulgated thereunder as applicable to a Head of Department and these Regulations.
- 3.3 Subject to the provisions of the Act, either party may, after consultation and agreement with the other party, terminate this Contract before the expiry of its term or an extended term by giving to the other party three months' notice of termination, which notice shall be given in writing on or before the last day of a month and take effect on the first day of the succeeding month.
- 3.4 Should notice of termination be given as contemplated in clause 3.3, the Employer has the right to require the Employee to vacate the office occupied by her or him and to leave the premises of the Department on a day stipulated by the Employer before the expiry of the three months' notice period and not to present herself or himself for duty any time thereafter.
- 3.5 Should the Employer invoke the provisions of clause 3.4, the Employee will still be entitled to all such benefits as contained in the relevant prescripts.

4. Renewal and extension of term of office

- 4.1 The Employer shall, in writing, inform the Employee at least two calendar months prior to the expiry of the term contemplated in clause 1 (above) whether she or he proposes to retain such an Employee in service for any extended period not exceeding 5 years (60 calendar months). If the Employee is so informed, she or he shall in writing inform the Employer, within one calendar month from the date of that communication, of her or his acceptance or not of such extended employment.
- 4.2 In the event that agreement is reached that the Employee shall enter into a further contract on termination or completion of this Contract, the continued service of the Employee will be recognised under the new contract so as to avoid any break of service and any accrued or *pro rata* entitlement will be carried forward into the new contract.
- 4.3 Should the Employer not renew the contract period beyond the initial period as stated in clause 1 (above), the Employee shall be entitled to the pension and other benefits directly linked to the specific section of the Act in terms of which her or his services are terminated.

5. Conduct**5.1 The Employee undertakes -**

- 5.1.1 not to, without the applicable consent and during her or his employment or at any time thereafter, disclose any record, as defined in section 1 of the Promotion of Access to Information Act, 2000 (Act No. 2 of 2000), that must or may be refused upon a request for access to a record of a public body in terms of that Act;
- 5.1.2 not to, during her or his employment or at any time thereafter, use any record so defined and obtained as a result of her or his employment, to the detriment of the State, except if it is used in the exercise or protection of any right, or legitimate expectation, conferred by law;
- 5.1.3 if so requested by the Employer during her or his employment or on the termination of her or his employment, to submit to the Employer any record so defined and in the Employee's possession as a result of her or his employment and not to retain any copies of or extracts from such record, except with consent of the Employer; and
- 5.1.4 to comply with the prescribed Code of Conduct.

5.2 The Employee -

- 5.2.1 acknowledges that she or he fully understands the implications of this clause;
- 5.2.2 agrees that this clause is, after taking all relevant circumstances into account, reasonable and necessary for the proper protection of the interests of the

Employer and that if she or he should at any time dispute the reasonableness of this clause, the onus of proving such unreasonableness will be upon her or him; and

- 5.2.3 acknowledges that she or he enters into this Contract freely and voluntarily and that no circumstances exist for her or him to allege, either now or at any future time, that she or he was at a disadvantage in agreeing to the restraints set out in this clause or was other than in an equal bargaining position with the Employer in agreeing to such restraints.

6. Additional terms and conditions

The Employer and the Employee hereby agree to the following additional terms and conditions as contemplated in section 12(4) of the Public Service Act, 1993 (delete if not applicable):

- 6.1 The Employee shall enter into an annual performance agreement with the Minister, linked to a specific financial year, which shall include at least the following:

6.1.1 Salary increases will be based on the performance of the Employee. Performance will be assessed in accordance with her or his responsibilities and key performance areas contained in her or his performance agreement and the extent to which the Employee complied therewith. Salary increases for the Employee will be based on individual consultation. The Employee and the Employer must consult annually regarding her or his salary increase and cash bonus within the restrictions of the budget based on the performance of the Employee. In consulting on the salary increase and cash bonus of the Employee, the guidelines forwarded by the Minister for Public Service and Administration should always be borne in mind.

6.1.2 An annual performance agreement provided for in terms of clause 6.1 linked to a specific financial year, stating clear performance areas/criteria/deliverables of the Department and the Employee must be entered into for the duration of this Contract. As performance agreements are linked to financial years, it should be entered into and presented to the Employer at the latest on 30 April every year for the duration of this Contract. The Employee should enter into her or his first performance agreement not later than three months after assumption of duty. In terms of regulation 35(2)(a)(ii) the Employer shall record delegations and/or authorisations in the performance agreement.

6.1.3 The performance agreement shall be revised if, at any time during its term, the work or environment of the Department or the Service is so altered (whether as a result of Government or management decision or otherwise) that the contents of it are no longer appropriate.

6.1.4 This Contract is directly linked to the performance agreement referred to in clause 6.1. In the event that the Employee does not achieve the objectives/milestones of the Department as set out in the performance

agreement, the Employee acknowledges that the Employer may deal with her or him, in accordance with the relevant labour legislation and any other directives issued by the Minister.

6.1.5 _____

6.2 Any other particular duties of the Employee:

7. General

7.1 Good faith

In the implementation of this Contract, the parties undertake to observe the utmost good faith and they warrant in their dealing with each other that they will neither do nor refrain from doing anything which might prejudice or detract from the rights, assets or interests of the other of them.

7.2 Applicability of the Act and the Public Service Act

Any matters arising from this Contract, which are not specifically provided for herein, shall be dealt with in accordance with the provisions of the Act, the Public Service Act, 1994, regulations issued under these Act, and any other legal provisions applicable to the Employee

7.3 Interpretation of this Contract

The interpretation of this Contract shall be governed by the laws and legal principles applicable in the Republic of South Africa.

7.4 Jurisdiction of courts

The Employee submits to the jurisdiction of the Courts of the Republic of South Africa in the event of any legal proceedings arising from the provisions of this Contract.

7.5 Variation

7.5.1 This Contract constitutes the whole of the agreement between the parties to this Contract relating to the subject matter of this Contract, and save as otherwise provided, no amendment, alteration, addition or variation of any term of this Contract will be of any force or effect unless reduced to writing and signed by the parties to this Contract.

7.5.2 The parties agree that there are no other conditions, warranties or representations, whether oral or in writing and whether express or implied or

otherwise, save those contained in this Contract, the Act, the Public Service Act, 1994, regulations issued under these Acts, collective agreements and other relevant legislation (e.g. Government Employees Pension Law, 1996).

7.6 Waiver

No waiver of any of the terms and conditions of this Contract will be binding for any purpose unless reduced to writing and signed by the parties to this Contract, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either party in exercising any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege by that party.

8. Notice and Domicilium

- 8.1 The parties choose as their respective *domicilium citandi et executandi* for the purpose of legal proceedings and for the purpose of giving or sending any notice provided for or necessary in terms of this Contract, the following addresses -

	Employer	Employee
Physical address	_____	_____
Postal address	_____	_____
Telefax Number	_____	_____

Provided that a party report any change to her or his address to any other physical address or postal address by written notice to the other party to that effect. Such change of address will be effective seven day after receipt of notice of the change of address.

- 8.2 All notices to be given in terms of this Contract will -

8.2.1 be given in writing; or

8.2.2 be delivered or sent by prepaid registered post or by telefax; and

8.2.3 if delivered, be presumed to have been received on the date of delivery; or

8.2.4 if sent by prepaid registered post, be presumed to have been received within three working days of posting unless the contrary is proved; or

8.2.5 if sent by telefax, be presumed to have been received on the first working day following the date of sending of the telefax unless the contrary is proved.

SIGNED by the Employer at _____ on the _____ of _____

AS WITNESSES:

1. _____

EMPLOYER

2. _____

SIGNED by the Employee at _____ on the _____ of _____

AS WITNESSES:

1. _____
EMPLOYEE
2. _____

ANNEXURE III

**PERMANENT EMPLOYMENT CONTRACT
FOR
SENIOR MANAGEMENT SERVICE
OF THE
SOUTH AFRICAN POLICE SERVICE**

ENTERED INTO
by and between the

GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA
herein represented by

(full name)
in her or his capacity as

(hereinafter referred to as the Employer)

AND

(full name)
(hereinafter referred to as the Employee)

AND WHEREAS the parties have agreed to enter into a Contract which will govern the terms and conditions of employment of the Employee by the Employer,

NOW THEREFORE the parties agree as follows:

1. Appointment

1.1 The Employer hereby appoints the Employee on a permanent basis in accordance with regulation 66 of the South African Police Service Employment Regulations, 1999 (hereinafter referred to as the Regulations) as _____. The Employee agrees and accepts the appointment as a member of the SMS commencing on the _____ day of _____. The Employee's employment and conditions of service shall be governed by the South African Police Service Act, 1995 (Act No. 68 of 1995) (hereinafter referred to as the Act), the Regulations, any relevant collective agreements or other legal provisions applicable to the Employee.

1.2 In terms of this Contract -

1.2.1 the Employee shall serve the Employer as _____ in the South African Police Service (hereinafter referred to as the Service) at _____ or at such other place as may from time to time be determined by the Employer or any/or other person duly authorised thereto in this respect;

1.2.2 the Employee will hold the rank of _____ and will be responsible for the duties and functions set out in the Performance Agreement referred to in clause 5;

1.2.3 the employment of the Employee is subject to the submission by the Employee of certificates of her or his academic and professional qualifications and service certificates;

1.2.4 the Employee may be required to perform other duties or to work at other places that may reasonably be required by the Employer; and

1.2.5 any matter arising, which are not specifically provided for herein, shall be dealt with in accordance with the provisions of the Act, the Regulations, relevant collective agreements and any other legal provisions applicable to the Employee.

2. Remuneration

2.1 The remuneration that the Employee shall receive as from the date of assuming duty as stated in clause 1, shall be as agreed from time to time in writing between the parties.

2.2 The salary and benefits will be payable in 12 equal monthly instalments.

2.3 The general conditions of service and benefits of the Employee shall be as stipulated and provided for by the Act and the Regulations. The parties to this Contract accept that the general conditions of service and benefits may be changed from time to time by means of relevant collective agreements determinations and directives by the Minister for Safety and Security.

- 2.4 When required from the Employee to perform official duties away from her or his headquarters, the Employee shall travel at the Employer's expense and shall be paid a subsistence and travelling allowance as may from time to time be determined.

3. **Termination of employment**

- 3.1 This Contract may be terminated under the following circumstances:

- 3.1.1 on reaching the prescribed retirement age (section 45(1)(a) of the Act);
- 3.1.2 premature retirement upon own request by the Employee (section 45(2) of the Act);
- 3.1.3 discharge in terms of section 35 of the Act;
- 3.1.4 voluntary resignation; or
- 3.1.5 death.

- 3.2 Pension and other payable benefits are directly linked to the specific section of the Act which is utilised, as regulated by the Government Employees Pension Fund Law, 1996, the regulations promulgated thereunder, as applicable to members of the SMS, and these Regulations.

- 3.3 Should notice of termination be given in cases contemplated in clause 3.1.3, the Employer has the right to require the Employee to vacate the office occupied by her or him and to leave the premises of the Service before the expiry of the notice period on a day stipulated by the Employer and not to present herself or himself for duty any time thereafter.

- 3.4 Should the Employer invoke the provisions of clause 3.3, the Employee will still be entitled to all such benefits as contained in the relevant prescripts.

- 3.5 In the case of inefficiency and misconduct, the Employer may deal with the Employee in accordance with the relevant legislation.

4. **Conduct**

- 4.1 The Employee undertakes -

- 4.1.1 not to, without the applicable consent and during her or his employment or at any time thereafter, disclose any record, as defined in section 1 of the Promotion of Access to Information Act, 2000 (Act No. 2 of 2000), that must or may be refused upon a request for access to a record of a public body in terms of that Act;

- 4.1.2 not to, during her or his employment or at any time thereafter, use any record so defined and obtained as a result of her or his employment, to the detriment of the State, except if it is used in the exercise or protection of any right, or

legitimate expectation, conferred by law;

4.1.3 if so requested by the Employer during her or his employment or on the termination of her or his employment, to submit to the Employer any record so defined and in the Employee's possession as a result of her or his employment and not to retain any copies of or extracts from such record, except with consent of the Employer; and

4.1.4 to comply with the prescribed Code of Conduct.

4.2 The Employee -

4.2.1 acknowledges that she or he fully understands the implications of this clause;

4.2.2 agrees that this clause is, after taking all relevant circumstances into account, reasonable and necessary for the proper protection of the interests of the Employer and that if she or he should at any time dispute the reasonableness of this clause, the onus of proving such unreasonableness will be upon her or him; and

4.2.3 acknowledges that she or he enters into this Contract freely and voluntarily and that no circumstances exist for her or him to allege, either now or at any future time, that she or he was at a disadvantage in agreeing to the restraints set out in this clause or was other than in an equal bargaining position with the Employer in agreeing to such restraints.

5. **Additional terms and conditions**

5.1 The Employee shall enter into an annual performance agreement with the Employer, linked to a specific financial year, which shall include at least the following:

5.1.1 Salary increases will be based on the performance of the Employee. Performance will be assessed in accordance with her or his responsibilities and key performance areas contained in her or his performance agreement and the extent to which the Employee complied therewith, as well as any directives which the Minister for Safety and Security may issue. Salary increases for the Employee will be based on individual consultation. The Employee and the Employer must consult annually regarding her or his salary increase and cash bonus within the restrictions of the budget based on the performance of the Employee. The salary increase and cash bonus of the Employee, shall be based on determinations, directives and guidelines issued by the Minister for Safety and Security.

5.1.2 An annual performance agreement provided for in terms of clause 5.1, linked to a specific financial year, stating clear performance areas/criteria/deliverables of the Service and the Employee must be entered into. As performance agreements are linked to financial years, it should be entered into at the latest on 30 April every year. The Employee should enter into her or his first

performance agreement not later than three months after assumption of duty.

5.1.3 The performance agreement shall be revised if, at any time during the period of its duration, the work or environment of the Service (unit, directorate, branch, component, etc.) is so altered (whether as a result of Government or management decision or otherwise) that the contents of it are no longer appropriate.

5.1.4 This Contract is directly linked to the performance agreement referred to in clause 5.1. In the event that the Employee does not perform satisfactorily in relation to the requirements of her or his performance agreement, the Employee acknowledges that the Employer may deal with her or him, in accordance with the procedure contained in the relevant legislation and any other directives issued by the Minister.

5.1.5 _____

5.2 Any other particular duties:

6. General

6.1 Good faith

In the implementation of this Contract, the parties undertake to observe the utmost good faith and they warrant in their dealing with each other that they will neither do anything nor refrain from doing anything that might prejudice or detract from the rights, assets or interests of each other.

6.2 Applicability of the Act

Any matters arising from this Contract, which are not specifically provided for herein, shall be dealt with in accordance with the provisions of the Act, the Regulations, relevant collective agreements and other relevant legislation.

6.3 Interpretation of this Contract

The interpretation of this Contract shall be governed by the laws and legal principles applicable in the Republic of South Africa.

6.4 Jurisdiction of courts

The Employee submits to the jurisdiction of the Courts of the Republic of South

Africa in the event of any legal proceedings arising from the provisions of this Contract.

6.5 Variation

6.5.1 The Contract constitutes the whole of the agreement between the parties to this Contract relating to the subject matter of this Contract, and save as otherwise provided, no amendment, alteration, addition or variation of any right, term or condition of this Contract will be of any force or effect unless reduced to writing and signed by the parties to this Contract.

6.5.2 The parties agree that there are no other conditions, warranties or representations, whether oral or written and whether expressed or implied or otherwise, save those contained in this Contract, the Act, these Regulations, relevant collective agreements and other relevant legislation (e.g. Government Employees Pension Fund Law, 1996).

6.6 Waiver

No waiver of any of the terms and conditions of this Contract will be binding for any purpose unless reduced to writing and signed by the party giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either party in exercising any right, power or privilege precludes any other or further exercise thereof or the exercise of any other right, power or privilege.

Notice and Domicilium

7.1 The parties choose as their respective *domicilium citandi et executandi* for the purpose of legal proceedings and for the purpose of giving or sending any notice provided for or necessary in terms of this Contract, the following addresses-

	Employer	Employee
Physical address	_____	_____
Postal address	_____	_____
Telefax Number	_____	_____

Provided that a party reports any change of her or his domicilium to any other physical address, postal address or telefax number by written notice to the other party. Such change of address will be effective seven days after receipt of notice of the change of domicilium.

7.2 All notices to be given in terms of this Contract will -

7.2.1 be given in writing; or

7.2.2 be delivered or sent by prepaid registered post or by telefax; and

- 7.2.3 if delivered, be presumed to have been received on the date of delivery; or
- 7.2.4 if sent by prepaid registered post, be presumed to have been received within three working days of posting unless the contrary is proved; or
- 7.2.5 if sent by telefax, be presumed to have been received on the first working day following the date of sending of the telefax unless the contrary is proved.

SIGNED by the Employer at _____ on the _____ of _____

AS WITNESSES:

1. _____
EMPLOYER

2. _____

SIGNED by the Employee at _____ on the _____ of _____

AS WITNESSES:

1. _____
EMPLOYEE

2. _____

ANEXURE IV

**FIXED TERM EMPLOYMENT CONTRACT
FOR
SENIOR MANAGEMENT SERVICE
OF THE
SOUTH AFRICAN POLICE SERVICE**

ENTERED INTO
by and between the

GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA
herein represented by

_____ (full name)

in her or his capacity as

(hereinafter referred to as the Employer)

AND

_____ (full name)

(hereinafter referred to as the Employee)

AND WHEREAS the parties have agreed to enter into a Contract which will govern the terms and conditions of employment of the Employee by the Employer,

NOW THEREFORE the parties agree as follows:

1. Appointment

1.1 The Employer hereby appoints the Employee on a temporary basis in accordance with regulation 66 of the South African Police Service Employment Regulations, 1999. (hereinafter referred to as the Regulations) as _____. The Employee agrees and accepts the appointment as member of the SMS. The appointment is for the period commencing on the _____ day of _____ and ending on the _____ day of _____. The Employee's employment and conditions of service shall be governed by the South African Police Service Act, 1995 (Act No. 68 of 1995) (hereinafter referred to as the Act), Regulations, relevant collective agreements and any other legal provisions applicable to the Employee.

1.2 In terms of this Contract -

1.2.1 the Employee shall serve the Employer as _____ in the South African Police Service, (hereinafter referred to as the Service) at _____ or at such place as may from time to time be determined by the Employer or any other person duly authorised thereto in this respect;

1.2.2 the Employee will hold the rank of _____ and will be responsible for the duties and functions set out in the Performance Agreement referred to in clause 5;

1.2.3 the employment of the Employee is subject to the submission by the Employee of certificates of her or his academic and professional qualifications and service certificates;

1.2.4 the Employee may be required to perform other duties or to work at other places that may reasonably be required by the Employer; and

1.2.5 any matter arising, which are not specifically provided for herein, shall be dealt with in accordance with the provisions of the Act, the Regulations and any other legal provisions applicable to the Employee.

2. Remuneration

2.1 The remuneration that the Employee shall receive as from the date of assuming duty as stated in clause 1, shall be as agreed from time to time in writing between the parties.

2.2 The salary and benefits will be payable in 12 equal monthly instalments.

2.3 The general conditions of service and benefits of the Employee shall be as stipulated and provided for by the Act and the Regulations. The parties to this Contract accept that the general conditions of service and benefits may be changed from time to time by means of relevant collective agreements and determinations and directives by the Minister for Safety and Security.

2.4 When required from the Employee to perform official duties away from her or his headquarters, the Employee shall travel at the Employer's expense and shall be paid a subsistence and travelling allowance as may from time to time be determined.

3. Termination of employment

3.1 The term of office of the Employee may be terminated in the following ways:

3.1.1 on completing a term or extended term of office;

3.1.2 discharge in terms of section 35 of the Act; or

3.1.3 death.

3.2 Pension and other payable benefits are directly linked to the specific section of the Act which is utilised, as regulated by the Government Employees Pension Fund Law, 1996, the regulations promulgated thereunder, as applicable to member of the SMS, and these Regulations.

3.3 Subject to the provisions of the Act and the Labour Relations Act, 1995, either party may, after consultation and agreement, terminate the Contract before the expiry of an original term of office or an extended term of office, by giving to the other party one month's notice of termination, which notice shall -

3.3.1 be given in writing; and

3.3.2 be given on or before the last day of a month and take effect on the first day of the succeeding month.

- 3.4 Should notice of termination be given as contemplated in clause 3.1.2, the Employer has the right to require the Employee to vacate the office occupied by her or him and to leave the premises of the Service before the expiry of the notice period on a day stipulated by the Employer and not to present herself or himself for duty any time thereafter.
- 3.5 Should the Employer invoke the provisions of clause 3.4, the Employee will still be entitled to all such benefits as contained in the relevant prescripts.
- 3.6 In the case of inefficiency and misconduct, the Employer may deal with the Employee, in accordance with the relevant legislation.

4. **Conduct**

4.1 The Employee undertakes -

- 4.1.1 not to, without the applicable consent and during her or his employment or at any time thereafter, disclose any record, as defined in section 1 of the Promotion of Access to Information Act, 2000 (Act No. 2 of 2000), that must or may be refused upon a request for access to a record of a public body in terms of that Act;
- 4.1.2 not to, during her or his employment or at any time thereafter, use any record so defined and obtained as a result of her or his employment, to the detriment of the State, except if it is used in the exercise or protection of any right, or legitimate expectation, conferred by law;
- 4.1.3 if so requested by the Employer during her or his employment or on the termination of her or his employment, to submit to the Employer any record so defined and in the Employee's possession as a result of her or his employment and not to retain any copies of or extracts from such record, except with consent of the Employer; and
- 4.1.4 to comply with the prescribed Code of Conduct.

4.2 The Employee -

- 4.2.1 acknowledges that she or he fully understands the implications of this clause;
- 4.2.2 agrees that this clause is, after taking all relevant circumstances into account, reasonable and necessary for the proper protection of the interests of the Employer and that if she or he should at any time dispute the reasonableness of this clause, the onus of proving such unreasonableness will be upon her or him; and
- 4.2.3 acknowledges that she or he enters into this Contract freely and voluntarily and that no circumstances exist for her or him to allege, either now or at any future time, that she or he was at a disadvantage in agreeing to the restraints

set out in this clause or was other than in an equal bargaining position with the Employer in agreeing to such restraints.

5. **Additional terms and conditions**

5.1 The Employee shall enter into an annual performance agreement with the Employer, linked to a specific financial year, which shall include at least the following:

5.1.1 Salary increases will be based on the performance of the Employee. Performance will be assessed in accordance with her or his responsibilities and key performance areas contained in her or his performance agreement and the extent to which the Employee complied therewith, as well as any directives which the Minister for Safety and Security may issue. Salary increases for the Employee will be based on individual consultation. The Employee and the Employer must consult annually regarding her or his salary increase within the restrictions of the budget based on the performance of the Employee. The salary increase of the Employee, shall be based on determinations, directives and guidelines issued by the Minister for Safety and Security.

5.1.2 An annual performance agreement provided for in terms of clause 5.1 linked to a specific financial year, stating clear performance areas/criteria/deliverables of the Service and the Employee must be entered into. As performance agreements are linked to financial years, it should be entered into at the latest on 30 April every year. The Employee should enter into her or his first performance agreement not later than three months after assumption of duty.

5.1.3 The performance agreement shall be revised if, at any time during the period of its duration, the work or environment of the Service (unit, directorate, branch, component etc.) is so altered (whether as a result of Government or management decision or otherwise) that the contents of it are no longer appropriate.

5.1.4 This Contract is directly linked to the performance agreement referred to in clause 5.1. In the event that the Employee does not perform satisfactorily in relation to the requirements of her or his performance agreement, the Employee acknowledges that the Employer may deal with her or him, in accordance with the procedure contained in the relevant legislation and any other directives issued by the Minister.

5.1.5 _____

5.2 Any other particular duties:

6. **General**

6.1 **Good faith**

In the implementation of this Contract, the parties undertake to observe the utmost good faith and they warrant in their dealing with each other that they will neither do anything nor refrain from doing anything that might prejudice or detract from the rights, assets or interests of each other.

6.2 **Applicability of the Act**

Any matters arising from this Contract, which are not specifically provided for herein, shall be dealt with in accordance with the provisions of the Act, the Regulations, relevant Collective agreements and other relevant legislation.

6.3 **Interpretation of this Contract**

The interpretation of this Contract shall be governed by the laws and legal principles applicable in the Republic of South Africa.

6.4 **Jurisdiction of courts**

The Employee submits to the jurisdiction of the Courts of the Republic of South Africa in the event of any legal proceedings arising from the provisions of this Contract.

6.5 **Variation**

6.5.1 The Contract constitutes the whole of the agreement between the parties to this Contract relating to the subject matter of this Contract, and save as otherwise provided, no amendment, alteration, addition or variation of any right, term or condition of this Contract will be of any force or effect unless reduced to writing and signed by the parties to this Contract.

6.5.2 The parties agree that there are no other conditions, warranties or representations, whether oral or written and whether expressed or implied or otherwise, save those contained in this Contract, the Act, these Regulations, relevant collective agreement and other relevant legislation (e.g. Government Employees Pension Fund Law, 1996).

6.6 **Waiver**

No waiver of any of the terms and conditions of this Contract will be binding for any purpose unless reduced to in writing and signed by the party giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either party in exercising any right, power or

privilege precludes any other or further exercise thereof or the exercise of any other right, power or privilege.

7. **Notice and Domicilium**

- 7.1 The parties choose as their respective *domicilium citandi et executandi* for the purpose of legal proceedings and for the purpose of giving or sending any notice provided for or necessary in terms of this Contract, the following addresses-

	Employer	Employee
Physical address	_____	_____
Postal address	_____	_____
Telefax Number	_____	_____

Provided that a party reports any change of her or his domicilium to any other physical address, postal address or telefax number by written notice to the other party. Such change of address will be effective seven days after receipt of notice of the change of domicilium.

- 7.2 All notices to be given in terms of this Contract will -

7.2.1 be given in writing; or

7.2.2 be delivered or sent by prepaid registered post or by telefax; and

7.2.3 if delivered, be presumed to have been received on the date of delivery; or

7.2.4 if sent by prepaid registered post, be presumed to have been received within three working days of posting unless the contrary is proved; or

7.2.5 if sent by telefax, be presumed to have been received on the first working day following the date of sending of the telefax unless the contrary is proved.

SIGNED by the Employer at _____ on the _____ of _____

AS WITNESSES:

1. _____

EMPLOYER

2. _____

SIGNED by the Employee at _____ on the _____ of _____

AS WITNESSES:

1. _____

EMPLOYEE

2. _____

Deletion of Appendix

12. Appendix A to the Regulations is hereby deleted.

Short title and commencement

13. These Regulations shall be called the South African Police Service Employment Amendment Regulations, 2001 and came into operation on 1 January 2001.

DEPARTEMENT VAN VEILIGHEID EN SEKURITEIT

No. 764

24 Augustus 2001

**WYSIGING VAN DIE SUID-AFRIKAANSE POLISIEDIENS
DIENSREGULASIES, 1999**

Die Minister vir Veiligheid en Sekuriteit het kragtens artikel 24(1) van die Wet op die Suid-Afrikaanse Polisiediens, 1995 (Wet No. 68 van 1995), die regulasies in die Bylae gemaak.



SV TSHWETE,
Minister vir Veiligheid en Sekuriteit

BYLAE**Woordomskeywing**

1. In hierdie regulasies beteken "die Regulasies" die Suid-Afrikaanse Polisiediens Diens Regulasies afgekondig by Goewermentskennisgewing R.389 van 14 April 2000.

Wysiging van die inhoudsopgawe van die Regulasies

- 2.1. Die Inhoudsopgawe word hierby gewysig deur die skraping van regulasie 25 in die Inhoudsopgawe en die invoeging voor die uitdrukking "Aanhangsels" van die volgende:

**"HOOFSTUK XI: FINANSIËLE OPENBAARMAKING DEUR DIE NASIONALE
KOMMISSARIS EN SEKERE ANDER WERKNEMERS**

- 57 WOORDOMSKRYWINGS
- 58 REGISTER EN FUNKSIES
- 59 OPENBAARMAKING VAN BELANGE VAN AANGEWESSE WERKNEMERS
- 60 AARD VAN BELANGE WAT OPENBAAR MOET WORD
- 61 BESONDERHEDE VAN REGISTREERBARE BELANGE OM OPENBAAR TE WORD
- 62 VERTROULIKHEID VAN VERKLAARDE BELANGE VORMS VOORGELE EN VAN REGISTER

- 63 BOTSING VAN BELANGE
- 64 VERSUIM OM BELANGE TE OPENBAAR

HOOFSTUK XII: SENIOR BESTUURSDIENS (SBD)

- 65 INSTELLING VAN SBD
- 66 WERWING, KEURING EN AANSTELLING
- 67 PRESTASIEBESTUUR EN ONTWIKKELING
- 68 DIENSVOORWAARDES
- 69 MOBILITEIT EN LOOPBAAN VORDERING
- 70 OPLEIDING EN ONTWIKKELING
- 71 ETIEK EN GEDRAG
- 72 WERKGEWER - WERKNEMER VERHOUDINGE
- 73 DIENSBEEÏNDIGING

- 2.2. Die Inhoudsopgawe word verder gewysig deur die skrapping van Bylae A en die invoeging na Aanhangsel II van die volgende:

"AANHANGSEL III: PERMANENTE DIENSKONTRAK VIR SBD
AANHANGSEL IV: VASTE TERMYN DIENSKONTRAK VIR SBD"

Wysiging van regulasie 2 van die Regulasies

3. Regulasie 2 van die Regulasies word hierby gewysig deur die vervanging van die woordskrywing "*senior bestuur*" deur die volgende woordskrywing:
"*senior bestuursdiens*" (SBD) beteken die werknemers waarna in regulasie 65(2) verwys word."

Wysiging van regulasie 24 van die Regulasies

4. Regulasie 24 van die Regulasies word hierby gewysig deur die byvoeging van die volgende voorbehoudsbepaling aan die einde van subregulasie (6):
"Met dien verstande dat indien die Nasionale Kommissaris voortgaan om die posbuckleër in die hoër pos in diens te hou ooreenkomstig hierdie subregulasie dit effektief sal wees vanaf die eerste dag van die maand wat volg op die maand waartydens die Nasionale Kommissaris die voortgesette indienshouding van sodanige werknemer goedgekeur het."

Skrapping van regulasie 25 van die Regulasies

5. Regulasie 25 van die Regulasies word hierby geskrap.

Wysiging van regulasies 26 en 36 van die Regulasies

6. Regulasies 26 en 36 van die Regulasies word hierby gewysig deur die vervanging van die uitdrukking "senior bestuur" deur die uitdrukking "senior bestuursdiens" waar dit ook al in die regulasies voorkom.

Wysiging van regulasie 27 van die Regulasies

7. Regulasie 27 van die Regulasies word hierby gewysig deur die invoeging na subregulasie (3) van die volgende subregulasie:
"(4) Die Minister kan 'n vasstelling maak betreffende die spesiale dagtoelae vir oorsese besoeke deur werknemers."

Wysiging van regulasie 37 van die Regulasies

8. Regulasie 37 van die Regulasies word hierby gewysig deur die invoeging na regulasie 37(6) van die volgende subregulasie:
"(7) Voor die neem van 'n besluit oor 'n aanstelling of die vulling van 'n pos, moet die Nasionale Kommissaris haarself of homself tevrede stel dat die kandidaat in alle opsigte vir die pos kwalifiseer en dat die aansprake van die applikant op sy of haar aansoek vir die pos nagegaan en korrek bevind is en dit skriftelik bevestig."

Wysiging van regulasies 42 en 49 van die Regulasies

9. Regulasies 42 en 49 van die regulasies word hierby gewysig deur die vervanging van die uitdrukking "senior bestuur" deur die uitdrukking "senior bestuursdiens" waar dit ook al in die regulasies voorkom.

Invoeging van Hoofstukke XI en XII

10. Die Regulasies word hierby gewysig deur die invoeging na Hoofstuk X van die volgende hoofstukke:

"HOOFSTUK XI: OPENBAARMAKING VAN FINANSIËLE BELANGE DEUR DIE NASIONALE KOMMISSARIS EN SEKERE ANDER WERKNEMERS

57. WOORDOMSKRYWINGS

In hierdie Hoofstuk, tensy uit die samehang anders blyk, beteken -

"aangewese werknemer" die Nasionale Kommissaris of enige ander werknemer wat 'n pos op vlak 13 of hoër in die Diens beklee;

"Kommissie" die Staatsdienskommissie ingestel kragtens artikel 196(1) van die Grondwet;

"register" die Register van Aangewese Werknemers se Belange wat ingevolge regulasie 58 gehou word;

“registreerbare belange” die finansiële belange gelys in regulasie 60;

“vergoeding” voordele in kontant of goedere; en

“verklaarde belange vorm” ‘n vorm wat deur die Kommissie bepaal is, soos bedoel in regulasie 59(1) of (2).

58. REGISTER EN FUNKSIES

Die Direkteur-generaal van die Kommissie moet -

- (a) ‘n register, genoem die Register van Aangewese Werknemers se Belange, in ‘n formaat goedgekeur deur die Kommissie vir doeleindes van hierdie Hoofstuk hou; en
- (b) sodanige ander funksies met betrekking tot die implementering van hierdie Hoofstuk verrig, as wat die Kommissie vereis.

59. OPENBAARMAKING VAN AANGEWESE WERKNEMERS SE BELANGE

- (1) Elke aangewese werknemer moet, nie later as 30 April van elke jaar, aan die Minister op die verklaarde belange vorm, besonderhede van al haar of sy registreerbare belange ten opsigte van die periode 1 April van die vorige jaar tot 31 Maart van die betrokke jaar, openbaar.
- (2) Enige persoon wat na 1 April van ‘n jaar diens as ‘n aangewese werknemer aanvaar, moet sodanige openbaarmaking binne 30 dae na aanvaarding van diens ten opsigte van die tydperk van 12 maande wat haar of sy diensaanvaarding voorafgegaan het, maak.
- (3) Die Minister moet aan die Kommissie ‘n afskrif van die verklaarde belange vorm stuur wat aan hom of haar voorgelê is kragtens -
 - (a) regulasie 59(1) nie later as 31 Mei van die betrokke jaar nie; of
 - (b) regulasie 59(2) nie later as 30 dae nadat dit sodanig voorgelê is nie.

60. AARD VAN BELANGE WAT OPENBAAR MOET WORD

Die volgende is voorbeelde van die aard van finansiële belange wat registreerbare belange is:

- (a) aandele en ander finansiële belange in private of openbare maatskappye en ander korporatiewe entiteite wat deur die reg erken word;
- (b) direkteurskappe en vennootskappe;
- (c) werk teen vergoeding buite die Diens;
- (d) konsultant werk en retensieskappe;

- (e) borgskappe;
- (f) geskenke en gasvryheid van 'n ander bron as 'n familielid; of
- (g) eienaarskap en ander belange in grond en eiendom, hetsy binne of buite die Republiek.

61. BESONDERHEDE VAN REGISTREERBARE BELANGE OM OPENBAAR TE WORD

Die volgende besonderhede van registreerbare belange moet openbaar word:

- (a) Aandeel en ander finansiële belange in private of openbare maatskappye en ander korporatiewe entiteite wat deur die reg erken word:
 - (i) Die getal, aard en nominale waarde van aandele van enige aard in enige openbare of private maatskappy;
 - (ii) die naam van daardie maatskappy; en
 - (iii) die aard en waarde van enige ander finansiële belange wat in 'n private of openbare maatskappy of enige ander korporatiewe entiteit gehou word.
- (b) Direkteurskappe en vennootskappe:
 - (i) Die naam en tipe besigheidsaktiwiteit van die korporatiewe entiteit of vennootskap; en
 - (ii) die bedrag van enige vergoeding ontvang vir sodanige direkteurskap of vennootskap.
- (c) Werk teen vergoeding buite die Diens:
 - (i) Die tipe werk;
 - (ii) die naam en aard van besigheidsaktiwiteit van die werkgewer; en
 - (iii) die bedrag vergoeding ontvang vir sodanige werk.
- (d) Konsultant werk en retensieskappe:
 - (i) Die aard van die konsultant werk en enige retensieskap van enige aard;
 - (ii) die naam en besigheidsaktiwiteit van die betrokke klient; en
 - (iii) die waarde van enige voordele ontvang vir sodanige konsultant werk of retensieskap.

- (e) Borgskappe:
 - (i) Die bron en beskrywing van 'n direkte finansiële borgskap of bystand; en
 - (ii) die waarde van die borgskap of bystand.
- (f) Geskenke en gasvryheid van 'n bron anders as 'n familielid.
 - (i) 'n Beskrywing van die waarde en bron van 'n geskenk met 'n waarde meer as R350;
 - (ii) 'n beskrywing van die waarde van geskenke van 'n enkele bron wat gesamentlik R350 in die 12 maande periode beoog in regulasie 59, oorskry; en
 - (iii) 'n beskrywing van gasvryheid bedoel as 'n welwillendheidsgeskenk.
- (g) Eienaarskap en enige ander belange in grond en eiendom, hetsy binne of buite die Republiek:
 - (i) 'n Beskrywing en omvang van die grond of eiendom;
 - (ii) die area waarin dit geleë is; en
 - (iii) die waarde van die belang.

62. VERTROULIKHEID VAN VERKLAARDE BELANGE VORMS EN REGISTER

- (1) Behoudens subregulasie (3), het slegs die volgende persone toegang tot 'n verklaarde belange vorm of die register:
 - (a) Die Minister aan wie die verklaarde belange vorm voorgelê is en die personeel deur haar of hom aangewys vir doeleindes van rekordhouding van die oorspronklike verklaarde belange vorm en die voorlegging van 'n afskrif van die verklaarde belange vorm aan die Kommissie;
 - (b) kommissaris van die Kommissie;
 - (c) die Direkteur-generaal van die Kommissie; en
 - (d) sodanige ander persone deur die Minister aangewys of die voorsitter van die Kommissie, vir doeleindes van die effektiewe implementering van hierdie Hoofstuk.
- (2) Geen persoon wat toegang het tot 'n verklaarde belange vorm of die register mag, behalwe op bevel van 'n hof, enige inligting in daardie vorm of register aan enigeen openbaar nie behalwe -

- (a) aan 'n aangewese werknemer ten opsigte van haar of sy verklaarde belange vorm of 'n inskrywing in die register ten opsigte van daardie werknemer; of
 - (b) aan 'n ander persoon wat toegang het kragtens subregulasie (1) of aan wie toegang in ooreenstemming met subregulasie (3) verleen word.
- (3) Enige persoon, anders as 'n persoon beoog in subregulasie (1) kan slegs toegang tot 'n verklaarde belange vorm of die register verleen word kragtens artikel 11 van die Wet op die Bevordering van Toegang tot Inligting, 2000 (Wet No. 2 van 2000).
- (4) Enige werknemer wat die bepalinge van subregulasie (2) oortree, is skuldig aan wangedrag.

63. BOTSING VAN BELANGE

- (1) Indien die Kommissie van oordeel is dat 'n registreerbare belang van 'n aangewese werknemer wat kragtens regulasie 59 openbaar gemaak is, botsend is of waarskynlik botsend sal wees met die uitvoering van enige amptelike plig van daardie werknemer, moet dit die inligting betreffende daardie belang bevestig en met die betrokke werknemer konsulteer.
- (2) Indien die Kommissie na sodanige bevestiging en konsultasie van mening is dat daar sodanige botsing is of sodanige botsing waarskynlik sal plaasvind, moet dit die aangeleentheid na die Minister verwys.
- (3) By die verwysing moet die Minister met die betrokke werknemer konsulteer en die gepaste stappe neem, insluitend, maar nie beperk nie tot -
- (a) die instel van dissiplinêre aksie; of
 - (b) die verlening van 'n vrystelling aan die werknemer ten opsigte van 'n toekomstige botsing van belange.
- (4) Die Minister moet, binne 30 dae na sodanige verwysing aan die Kommissie rapporteer deur -
- (a) te meld of enige stappe geneem is, en
 - (b) indien stappe geneem is, deur 'n beskrywing van daardie stappe te gee, of indien geen stappe geneem is nie, die redes daarvoor te gee.

64. VERSUIM OM BELANGE TE OPENBAAR

Enige aangewese werknemer wat -

- (a) versuim om enige belang kragtens regulasie 59 te openbaar; of
 - (b) wanneer 'n belang kragtens regulasie 59 openbaar word, opsetlik verkeerde of misleidende besonderhede verskaf,
- is skuldig aan wangedrag.

HOOFSTUK XII: SENIOR BESTUURSDIENS (SBD)**65. INSTELLING VAN SBD****(1) Beginsels**

Om die effektiewe bestuur van die Diens te verseker, of om sekere spesialis funksies te verrig, moet die Minister 'n gepaste getal poste is die senior bestuursdiens skep. Persone aangestel in sodanige poste sal as 'n poel van skaars hulpbronne bestuur word en in die beste belang van die Diens gebruik word. Die diensvoorwaardes van persone in sodanige poste aangestel moet ooreenstem met hul posisies as hoë-vlak bestuurders of spesialiste, terwyl indiensneming praktyke billik moet wees en die behoefte om die ongelykhede van die verlede aan te spreek, in ag moet neem. Slegs die beste kandidate moet in sulke poste aangestel word en stappe moet geneem word om persone so aangestel te behou en te ontwikkel as 'n korporatiewe hulpmiddel.

(2) Samestelling van SBD en gradering van poste

(a) Die SBD bestaan uit werknemers -

(i) wat onmiddellik voor 1 Januarie 2001 op salarislvlak 13 of hoër vergoed was; of

(ii) aangestel in die SBD op of na 1 Januarie 2001 in die hoedanighede waarna in regulasie 66(2) verwys word.

(b) Die getal lede van die SBD en hul funksies moet deur die Minister deur 'n proses van beplanning en werkorganisasie soos beoog in regulasies 67 en 68, bepaal word.

(c) Die gradering van SBD poste moet bepaal word deur die posevalueringsstelsel deur die Minister bepaal.

(3) Buigsame indiensneming praktyke binne 'n raamwerk van eenvormige norme en standaarde

(a) Die Nasionale Kommissaris moet lede van die SBD binne 'n raamwerk van eenvormige norme en standaarde aanstel en gebruik.

(b) Die Wet, hierdie Hoofstuk en voorskrifte uitgereik en bepalings deur die Minister gemaak, vorm die raamwerk van eenvormige norme en standaarde van toepassing op lede van SBD.

(c) Hierdie Hoofstuk is van toepassing op lede van die SBD, tensy andersins aangedui. Indien enige konflik ontstaan tussen 'n bepaling van hierdie Hoofstuk en 'n bepaling van enige ander Hoofstuk van hierdie Regulasies, sal die bepalings van hierdie Hoofstuk voorrang geniet.

- (4) **Handboek vir die SBD**
Die Minister kan, enige of alle vasstellings, voorskrifte en riglyne van toepassing op die SBD in 'n Handboek vir die SBD insluit.

66. WERWING, KEURING EN AANSTELLING

- (1) **Beginsels**
Poste moet, sover moontlik, gevul word deur oop kompetisie. Keuring moet meer bekwaamheid gebaseer wees om die kwaliteit van aanstellingsbesluite te verhoog.

(2) **Indiensneming hoedanighede**

- (a) Persone nuut in die SBD aangestel, moet in 'n permanente of tydelike hoedanigheid in poste in die vaste diensstaat aangestel word.
- (b) Waar 'n persoon in 'n tydelike hoedanigheid in die SBD aangestel is, moet die aanstelling vir 'n vaste termyn of vir 'n spesifieke projek wees.

(3) **Advertering van poste en indiensneming gelykheid**

Die Nasionale Kommissaris kan voorskrifte uitreik oor -

- (a) hoe SBD poste adverteer moet word en die aansoekvorm wat gebruik moet word; en
- (b) doelwitte wat bereik moet word in die bevordering van 'n SBD wat breedweg verteenwoordigend is van die Suid-Afrikaanse mense, insluitende verteenwoordiging volgens ras, geslag en gestremdheid.

(4) **Bekwaamheid gebaseerde keuring**

Die Nasionale Kommissaris kan voorskrifte uitreik oor die verwagte bestuurs en leierskap bekwaamhede van lede van die SBD en die keuringsproses vir die vulling van SBD poste.

(5) **Versorging van talent om SBD te ondersteun**

Die Nasionale Kommissaris kan programme instel om talentvolle individue te identifiseer en te ontwikkel vir moontlike aanstelling in SBD poste.

(6) **Indiensneming kontrakte**

'n Persoon nuut in die SBD aangestel, anders as die Nasionale Kommissaris, moet 'n indiensneming kontrak sluit, wat gebaseer moet word op die bepalinge van die kontrakte vervat in Aanhangsels III en IV tot hierdie Regulasies, na gelang van die geval.

67. PRESTASIE BESTUUR EN ONTWIKKELING

(1) **Beginsels**

Die prestasie van 'n persoon aangestel in 'n pos in die SBD moet ooreenkomstig 'n prestasie ooreenkoms bestuur word. Sodanige ooreenkoms moet aan die strategiese doelwitte van die Diens gekoppel word en moet aan die kriteria in subregulasie (2) uiteengesit, voldoen.

(2) **Prestasie bestuur en ontwikkeling**

- (a) 'n Persoon nuut aangestel in die SBD moet 'n prestasie ooreenkoms sluit.
- (b) Sodanige ooreenkoms moet -
 - (i) 'n lid van die SBD se sleutel verantwoordelikhede en prioriteite omskryf;
 - (ii) verbeterde kommunikasie tussen daardie lid en die persoon aan wie sy of hy rapporteer, aanmoedig; en
 - (iii) die persoon aan wie daardie lid rapporteer, in staat stel om haar of sy werk te evalueer en gepaste ondersteuning te verleen.
- (c) Die Nasionale Kommissaris kan voorskrifte oor prestasie bestuur en ontwikkeling vir lede aan die SBD uitreik.

68. DIENSVoorwaardes

(1) **Beginsels**

- (a) Die vergoeding van lede van die SBD moet gemik wees om -
 - (i) effektiewe en doeltreffende dienslewering te ondersteun;
 - (ii) gepaste aansporings te voorsien wat aan die stelsel van prestasie bestuur en ontwikkeling gekoppel is; en
 - (iii) gelyke salaris vir werk van gelyke waarde verseker in ooreenstemming met posevaluering en gradering.
- (b) In die bepaling van 'n vergoedingspakket van 'n lid van die SBD of die graad van 'n SBD pos moet die Minister die volgende in ag neem -
 - (i) beskikbare fondse;
 - (ii) die resultate van die evaluering van die pos; en
 - (iii) die behoefte om personeel met die vereiste bekwaamhede te werf en te behou.

(2) **Bepaling van diensvoorwaardes**

- (a) Die Minister moet jaarliks bepalings betreffende die diensvoorwaardes van lede van die SBD maak. Sodanige bepalings moet met effek van 1 Januarie van elke jaar implementeer word.
- (b) Enige bepaling of voorskrif deur die Minister uitgereik betreffende die diensvoorwaardes van lede van die SBD, moet die advies van die paneel ingestel kragtens subregulasie (3)(a)(i), in ag neem.

- (c) Die Minister moet, voor die maak van 'n bepaling kragtens paragraaf (a), 'n konsep bepaling vir kommentaar in die Diens versprei.

(3) **Paneel vir hersiening van diensvoorwaardes van lede van SBD**

(a) **Instelling van paneel**

- (i) Die Minister moet eenmaal elke drie jaar 'n paneel aanstel om ondersoek in te stel na die diensvoorwaardes van lede van die SBD en om haar of hom diensooreenkomstig te adviseer.
- (ii) Die Minister moet die name van die lede van die paneel, hul opdrag en dienstermyn by kennisgewing in die Staatskoerant aankondig.

(b) **Samestelling van paneel**

- (i) Die paneel moet uit die getal persone deur die Minister bepaal, bestaan.
- (ii) Die persone wat op die paneel aangestel word, moet aangestel word op grond van hul kennis van of belange in aangeleenthede met betrekking tot die funksies van die paneel.
- (iii) 'n Lid van die paneel sal in 'n deeltydse hoedanigheid dien.
- (iv) Die Minister moet een lid as voorsitter en 'n ander as vise voorsitter van die paneel aanwys.
- (v) Indien die voorsitter afwesig is of vir enige ander rede nie in staat is om as voorsitter op te tree nie, moet die vise voorsitter as voorsitter van die paneel optree.

(c) **Vergoeding van lede**

Lede van die paneel wat aangestel word op die basis van hul kennis van aangeleenthede betreffende die funksies van die paneel, moet vergoed word op die basis van en ooreenkomstig die skale goedgekeur deur die Nasionale Tesourie.

(d) **Vergaderings van die paneel**

- (i) Die paneel moet op 'n tyd en plek deur die voorsitter van die paneel bepaal, vergader.
- (ii) Die beslissing van 'n meerderheid van lede van die paneel teenwoordig by 'n vergadering van 'n paneel vorm 'n beslissing van die paneel, en in die geval van 'n staking van stemme oor enige aangeleentheid, sal die persoon wat by die betrokke vergadering voorsit, 'n beslissende stem addisioneel tot daardie persoon se gewone stem hê.

(e) **Administrasie van paneel**

Die Nasionale Kommissaris moet sodanige werknemers van die Diens aanwys as wat nodig mag wees om die werk bykomstig tot die funksies van die paneel, te verrig.

69. MOBILITEIT EN LOOPBAAN VORDERING**(1) Beginsels**

Die SBD moet aktief in die Diens bestuur word om te verseker dat aan operasionele vereistes voldoen word en om die potensiaal van lede van die SBD te vergroot. Die Minister bly verantwoordelik vir die aanwending en ontwikkeling van lede van die SBD onder haar of sy beheer en vir die bestuur van hul loopbane.

(2) Ontplooiing van lede van SBD

(a) Die Minister kan, op haar of sy eie inisiatief -

(i) die verplasing van 'n lid van die SBD van een pos of posisie na 'n ander pos of posisie;

(ii) die verplasing van 'n lid van die SBD van een departement na 'n ander departement ooreenkomstig artikel 14 van die Staatsdienswet, 1994; of

(iii) die sekondering van 'n lid van die SBD ooreenkomstig artikel 39 van die Wet, fasiliteer.

(b) 'n Vakante pos in die SBD wat gevul word deur 'n verplasing beoog in paragraaf (a)(i) of (ii), gevul staan te word hoef nie ingevolge regulasie 36(2)(c) geadverteer te word nie.

(c) Die persoonlike omstandighede van 'n lid van die SBD moet in aanmerking geneem word voordat sy of hy ingevolge paragraaf (a) verplaas of gesekondeer word.

70. OPLEIDING EN ONTWIKKELING**(1) Beginsels**

Die Minister moet toesig hou oor die ontwikkeling van programme om lede van die SBD toe te rus vir hulle verantwoordelikhede. Die programme wat ontwikkel moet word moet op die vereiste bekwaamhede van lede van die SBD beide in terme van hul huidige en toekomstige verantwoordelikhede gebaseer word.

(2) Standaard opleiding programme

Die Minister moet -

(a) die generiese bestuurs en leierskap opleiding behoeftes van lede van die SBD identifiseer;

(b) reël dat standaard kursusse en programme ontwikkel word op die basis van daardie opleiding behoeftes; en

(c) voortdurend daardie kursusse en programme evalueer met behoorlike inagneming van hul relevantheid en waarde vir geld.

(3) **Opleiding bystand**

Die Minister kan sodanige bystand en leiding as wat sy of hy nodig mag ag om die effektiewe gebruik en ontwikkeling vir lede aan die SBD te bevorder, verleen.

71. **ETIEK EN GEDRAG**

(1) **Beginsels**

Lede van die SBD moet -

- (a) die hoogste moontlike standarde van etiese gedrag openbaar;
- (b) 'n voorbeeld vir hul ondergeskiktes stel en hoë vlakke van professionalisme en integriteit in hul skakeling met politieke ampsdraers en die publiek handhaaf; en
- (c) verseker dat hulle konflikte van belange verminder en dat hulle die openbare belang eerste in die uitoefening van hul funksies stel.

(2) **Bevordering van etiese gedrag**

- (a) Die Minister kan op die advies van die Kommissie, voorskrifte uitreik om etiese gedrag tussen lede van die SBD te bevorder en om die Gedragkode beoog om die Suid Afrikaanse Polisiediens Gedragkode Regulasies, 1997 en die finansiële openbaarmakingsraamwerk beoog in Hoofstuk XI, aan te vul.
- (b) Die Minister kan sodanige leiding en bystand aan lede van die SBD verleen as wat sy of hy nodig mag ag om botsings van belange te verminder en om professionele gedrag te bevorder.

72. **WERKGEWER-WERKNEMER VERHOUDINGE**

(1) **Beginsels**

Werkgewer-werknemer verhoudinge vir die SBD moet gemik wees om die regte en belange van lede van die SBD op 'n wyse te beskerm wat gepas is vir hul posisies as hoë vlak werknemers.

(2) **Botsing van belange**

'n Lid van die SBD moet enige botsing van belange wat mag ontstaan tussen die belange van die Diens en haar of sy belange as 'n lid van 'n vakbond, soos omskryf in artikel 213 van die Wet op Arbeidsverhoudinge, 1995, vermy. Die Minister kan sodanige stappe neem as wat sy of hy gepas mag ag om lede van die SBD by te staan om sodanige konflik te vermy.

(3) **Professionele vereniging**

Die Minister kan 'n vereniging vir lede van die SBD vestig om hul professionele belange te bevorder.

(4) **Wangedrag en onbevoegdheid**

Die Minister kan, behoudens die Wet op Arbeidsverhoudinge, 1995 voorskrifte uitreik dat wangedrag en onbevoegdheid prosedures vir lede van die SBD gevestig moet word.

73. DIENSBEEËINDIGING**(1) Beginsels**

Die diensbeëindiging van die diens van lede van die SBD moet geskied op 'n wyse wat billik vir die betrokke individue is en die openbare belang in ag neem.

(2) Prosedures en voordele

Die Minister kan voorskrifte uitreik en riglyne voorsien oor die prosedures om te volg en die voordele wat betaal moet word wanneer die dienste van lede van die SBD beëindig word."

Vervanging van Aanhangsel II en die invoeging van Aanhangsels III en IV

11. Die Regulasies word hierby gewysig deur die vervanging van Aanhangsel II met die volgende Aanhangsel en die invoeging van Aanhangsel III en IV:

"AANHANGSEL II

DIENSKONTRAK
VIR DIE
NASIONALE KOMMISSARIS
VAN DIE
SUID-AFRIKAANSE POLISIEDIENS

AANGEGAAN
deur en tussen die

REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA
hierin verteenwoordig deur

in haar of sy hoedanigheid as
PRESIDENT VAN DIE REPUBLIEK VAN SUID-AFRIKA
(hierna na verwys as die Werkgewer)

EN

(hierna na verwys as die Werknemer)

EN AANGESIEN die partye ooreengekom het om 'n Kontrak te sluit wat die diensvoorwaardes reguleer waarop die Werknemer deur die Werkgewer in diens geneem word,

NOU DERHALWE kom die partye soos volg ooreen:

1. Aanstelling

1.1 Ingevolge artikel 207 van die Grondwet van die Republiek van Suid-Afrika, 1996 (Wet No. 108 van 1996) (hierna na verwys as die Grondwet), stel die Werkgewer hiermee die Werknemer aan as Nasionale Kommissaris van die Suid-Afrikaanse Polisie diens en die Werknemer aanvaar hiermee die aanstelling.

1.2 Hierdie Kontrak sal geldig wees vir die tydperk beginnende op die _____ dag van _____ en eindig op die _____ dag van _____ en word gesluit kragtens artikel 7 van die Wet op die Suid-Afrikaanse Polisie diens, 1995 (Wet No. 68 van 1995) (hierna na verwys as die Wet).

1.3 Gedurende die tydperk van hierdie Kontrak, sal die Werknemer -

1.3.1 die Werkgewer dien as Nasionale Kommissaris van die Suid-Afrikaanse Polisie diens en Hoof van die Departement van Veiligheid en Sekuriteit op sodanige plek as wat die Werkgewer van tyd tot tyd mag bepaal;

1.3.2 verantwoordelik wees vir die effektiewe bestuur en administrasie van die Suid-Afrikaanse Polisie diens (hierna na verwys as die Diens) soos bedoel in artikel 207(2) van die Grondwet, die Wet en artikel 7(3)(b) gelees met 7(4) van die Staatsdienswet, 1994 (Proklamasie No. 103 van 1994) en soos uiteengesit en die prestasie ooreenkoms waarna in klousule 6.1 verwys word; en

1.3.3 verantwoordelik wees vir die uitoefening van die bevoegdhede en die verrigting van die funksies spesifiek toevertrou aan die kantoor van die Nasionale Kommissaris van die Suid-Afrikaanse Polisie diens en die Hoof van die Departement van Veiligheid en Sekuriteit, in besonder soos uiteengesit in die Grondwet, die Wet, of enige ander wet.

1.4 Die indiensneming van die Werknemer is onderworpe aan die voorlegging deur die Werknemer van sertifikate van haar of sy akademiese en professionele kwalifikasies en dienssertifikate.

2. Vergoeding

2.1 Die vergoeding wat die Werknemer sal ontvang vanaf die datum van diensaanvaarding soos vermeld in klousule 1, sal wees soos van tyd tot tyd skriftelik tussen die partye ooreengekom.

2.2 Die salaris en voordele is betaalbaar in twaalf (12) gelyke maandelikse betalings.

- 2.3 Die algemene diensvoorwaardes en voordele van die Werknemer sal wees soos uiteengesit en voor voorsiening gemaak deur die Wet en hierdie Regulasies. Die partye tot hierdie Kontrak aanvaar dat die algemene diensvoorwaardes en voordele van tyd tot tyd by wyse van relevante kollektiewe ooreenkomste of deur vasstellings en voorskrifte deur die Minister vir Veiligheid en Sekuriteit gewysig kan word.
- 2.4 Behoudens artikel 7(4)(b) van die Staatsdienswet, 1994, kwalifiseer die Werknemer ook vir deelname in ander voordele en spesiale voorregte wat normaalweg aan 'n Departementshoof verleen word soos uiteengesit in hierdie Kontrak of ander toepaslike voorskrifte.
- 2.5 Wanneer van die Werknemer vereis word om amptelike pligte weg van haar of sy hoofkantoor te verrig, sal die Werknemer op die koste van die Werkgewer reis en sal 'n verblyf- en vervoertoelaag soos van tyd tot tyd bepaal mag word, betaal word.

3. Diensbeëindiging

- 3.1 Die dienstydpark van die Werknemer kan beëindig word soos voorsien in die Wet.
- 3.2 Pensioen en ander betaalde voordele is direk gekoppel aan die spesifieke artikel van die Wet wat gebruik word, soos gereguleer deur die Regeringswerknemers Pensioenwet, 1996 (Proklomasie No. 21 van 1996), die regulasies daaronder afgekondig soos van toepassing op 'n Departementshoof en hierdie Regulasies.
- 3.3 Behoudens die bepalings van die Wet, kan enige party, na oorlegpleging en ooreenkoms met die ander party, hierdie Kontrak voor die verstryking van die tydperk of 'n verlengde tydperk beëindig, deur aan die ander party drie maande kennis van beëindiging te gee, welke kennisgewing skriftelik voor of op die laaste dag van 'n maand gegee moet word en van krag sal wees vanaf die eerste dag van die daaropvolgende maand.
- 3.4 Sou die kennisgewing van beëindiging gegee word soos bedoel in klousule 3.3 het die Werkgewer die reg om van die Werknemer te vereis om die kantoor wat deur haar of hom beset word, te ontruim en om voor die verstryking van die kennistydperk die perseel van die Department op 'n dag deur die Werkgewer bepaal, te verlaat, en om haarself of homself nie te enige tyd daarna vir diens aan te meld nie.
- 3.5 Sou die Werkgewer haar of hom op die bepalings van klousule 3.4 beroep, is die Werknemer steeds geregtig op alle sodanige voordele soos vervat in die relevante voorskrifte.

4. Hernuwing en verlening van dienstermyn

- 4.1 Die Werkgewer moet die Werknemer ten minste twee kalender maande voor die verstryking van die tydperk bedoel in klousule 1 (hierbo), skriftelik in kennis stel of sy of hy van voorneme is om die Werknemer vir enige verlengde tydperk wat

nie 5 jaar (60 kalender maande), oorskry nie, in diens te hou, of nie. Indien die Werknemer sodanig ingelig is, moet sy of hy die Werkgewer binne een kalender maand vanaf die datum van daardie kommunikasie, skriftelik in kennis stel van haar of sy aanvaarding of nie van sodanige verlengde indienshouding.

4.2 In die geval waar ooreenkoms bereik is dat die Werknemer 'n verdere ooreenkoms sal sluit by beëindiging of voltooiing van hierdie Kontrak sal die voortgesette diens van die Werknemer erken word kragtens die nuwe kontrak om sodoende enige onderbreking van diens te vermy en enige opgelope of pro rata reg op 'n voordeel sal oorgedra word na die nuwe kontrak.

4.3 Sou die Werkgewer nie die kontraktydperk langer as die oorspronklike tydperk soos vermeld in klousule 1 (hierbo) hernieu nie, sal die Werknemer geregtig wees op die pensioen en ander voordele wat direk gekoppel is aan die spesifieke artikel van die Wet waarkragtens haar of sy diens beëindig word.

5. Gedrag

5.1 Die Werknemer onderneem om -

5.1.1 nie sonder die toepaslike toestemming of gedurende haar of sy diens of enige tyd daarna enige rekord te openbaar soos omskryf in artikel 1 van die Wet op die Bevordering van Toegang tot Inligting, 2000 (Wet No. 2 van 2000) wat kan of moet geweier word op 'n versoek vir toegang tot 'n rekord van 'n openbare liggaam kragtens daardie Wet nie;

5.1.2 nie gedurende haar of sy diens of enige tyd daarna, enige rekord so omskryf en verkry as gevolg van haar of sy diens, te gebruik tot nadeel van die Staat nie, behalwe as dit gebruik word in die uitoefening of beskerming van enige reg, of enige legitieme verwagting deur die reg oorgedra nie;

5.1.3 indien deur die Werkgewer daartoe versoek gedurende haar of sy diens of by beëindiging van haar of sy diens, enige rekord so omskryf en in besit van die Werknemer as gevolg van haar of sy diens, aan die Werkgewer te oorhandig en om nie enige kopieë of uittreksels uit sodanige rekords te behou nie behalwe met die toestemming van die Werkgewer : en

5.1.4 te voldoen aan die voorgeskrewe Gedragskode.

5.2 Die Werknemer -

5.2.1 erken dat sy of hy die implikasies van hierdie klousule volledig verstaan;

5.2.2 stem ooreen dat hierdie klousule, nadat alle relevante omstandighede in ag geneem is, redelik en noodsaaklik is vir die behoorlike beskerming van die belange van die Werkgewer en dat indien sy of hy op enige tyd die redelikheid van hierdie klousule in geskil sou plaas, die onus om sodanige onredelikheid te bewys, op haar of hom sal rus; en

- 5.2.3 erken dat sy of hy hierdie Kontrak ongedwonge en vrywillig sluit en dat geen omstandighede bestaan vir haar of hom om te beweer, óf nou óf op enige tyd in die toekoms dat sy of hy in 'n benadeelde posisie was om tot die bepalings, in hierdie klousule uiteengesit, in te stem nie of anders as in 'n gelyke bedingingsposisie met die Werkgewer was om tot sodanige beperkings in te stem nie.

6. Addisionele bedinge en voorwaardes

Die Werkgewer en Werknemer kom hierby tot die volgende addisionele bedinge en voorwaardes soos bedoel in artikel 12(4) van die Staatsdienswet, 1993 ooreen. (Skrap indien nie van toepassing nie):

- 6.1 Die Werknemer moet 'n jaarlikse prestasie ooreenkoms met die Minister sluit, gekoppel aan 'n spesifieke finansiële jaar, wat ten minste die volgende moet insluit:

6.1.1 Salarisverhogings sal gebaseer word op die prestasie van die Werknemer. Prestasie sal geëvalueer word volgens haar of sy verantwoordelikhede en sleutel resultaat areas soos vervat in haar of sy prestasie ooreenkoms en die mate waarin die Werknemer daaraan voldoen. Salarisverhogings vir die Werknemer word gebaseer op individuele konsultasie. Die Werknemer en die Werkgewer moet jaarliks rakende haar of sy salarisverhoging en kontant bonus, binne die beperkings van die begroting, gebaseer op die prestasie van die Werknemer, konsulteer. By konsultasie oor die salarisverhoging en kontant bonus van die Werknemer, moet die riglyne voorsien deur die Minister vir die Staatsdiens en Administrasie altyd in gedagte gehou word.

6.1.2 'n Jaarlikse prestasie ooreenkoms waarvoor in klousule 6.1 voorsiening gemaak word, gekoppel aan 'n spesifieke finansiële jaar, waarin duidelike prestasie areas/kriteria/aflewerbares van die Departement en van die Werknemer uiteengesit word, moet vir die duur van hierdie Kontrak gesluit word. Aangesien prestasie ooreenkomste aan finansiële jare gekoppel word, moet dit gesluit word en aan die Werkgewer voorgelê word op die laaste teen 30 April van elke jaar vir die duur van hierdie Kontrak. Die Werknemer moet haar of sy eerste prestasie ooreenkoms nie later as drie maande na aanvaarding van haar of sy pos sluit. Kragtens regulasie 35(2)(a)(ii) moet die Werkgewer alle delegasies en/of magtigings in die prestasie ooreenkoms insluit.

6.1.3 Die prestasie ooreenkoms sal hersien word, indien gedurende enige tydperk van die termyn, die werk of omgewing van die Departement of die Diens so verander (hetsy as gevolg van Regerings- of Bestuursbesluite of andersins) dat die inhoud daarvan nie langer van toepassing is nie.

6.1.4 Hierdie Kontrak is direk gekoppel aan die prestasie ooreenkoms waarna in klousule 6.1 verwys word. In die geval waar die Werknemer nie die mikpunte of doelstellings soos uiteengesit in die prestasie ooreenkoms bereik nie, erken die Werknemer dat die Werkgewer met haar of hom in ooreenstemming met die

relevante arbeidswetgewing en ander voorskrifte uitgereik deur die Minister kan handel.

6.1.5

6.2 Enige ander spesifieke pligte van die Werknemer:

7. **Algemeen**

7.1 **Goeie trou**

By die implementering van hierdie Kontrak, onderneem die partye tot die nakoming van die uiterste goeie trou en waarborg hulle dat in hul onderhandeling met mekaar hulle nie iets sal doen of hulle daarvan sal weerhou om iets te doen wat tot die nadeel van die ander party sal strek of afbreuk sal doen aan die regte, bates of belange van die ander nie.

7.2 **Toepassing van die Wet en die Staatsdienswet**

Enige aangeleenthede wat uit hierdie Kontrak voortspruit, waarvoor daar nie spesifiek hierin voorsiening gemaak is nie, sal hanteer word ooreenkomstig die bepalings van die Wet, die Staatsdienswet, 1994, regulasies uitgevaardig kragtens hierdie Wette en enige ander regsvoorskrifte van toepassing op die Werknemer.

7.3 **Interpretasie van hierdie Kontrak**

Die interpretasie van hierdie Kontrak sal gereguleer word deur die wette en regsbeginsele van toepassing in die Republiek van Suid-Afrika.

7.4 **Jurisdiksie van Howe**

Die Werknemer stem toe tot die jurisdiksie van die Howe van die Republiek van Suid-Afrika in die geval van enige regsprosesse wat uit die bepalings van hierdie Kontrak voortspruit.

7.5 **Wysiging**

7.5.1 Hierdie Kontrak vorm die hele ooreenkoms tussen die partye tot hierdie Kontrak betreffende die onderwerp van hierdie Kontrak, en tensy andersins voorsien, sal geen wysiging, verandering, byvoeging van enige bepaling van hierdie Kontrak van enige krag of effek wees nie tensy op skrif gestel en onderteken deur die

partye tot hierdie Kontrak.

- 7.5.2 Die partye kom ooreen dat daar geen ander voorwaardes, waarborge of voorstellings, hetsy mondelings of skriftelik en hetsy uitdruklik of stilswyend of andersins, behalwe daardie wat in hierdie Kontrak, die Wet, die Staatsdienswet, 1994, regulasies uitgereik kragtens hierdie Wette, kollektiewe ooreenkomste en ander relevante wetgewing (d.i. Regeringswerknemers Pensioenwet 1996), is nie.

7.6 Afstanddoening

Geen afstanddoening van enige van die bedinge en voorwaardes van hierdie Kontrak sal vir enige doel bindend wees nie tensy op skrif gestel en onderteken deur die partye tot hierdie Kontrak en enige sodanige afstanddoening sal slegs toepassing vind in die spesifieke omstandigheid en ten opsigte van die doel waarvoor verleen. Geen versuim of uitstel aan die kant van enige party in die uitoefening van enige reg, bevoegdheid of voorreg sluit enige ander of verdere uitoefening daarvan of die uitoefening van enige ander reg, bevoegdheid of voorreg deur daardie party, uit nie.

8. Kennisgewing en Domisilium

- 8.1 Elke party kies as sy of haar onderskeie *domicilium citandi et executandi* vir doeleindes van regsprosesse en vir die doeleindes van die gee en stuur van enige kennisgewing waarvoor voorsiening gemaak of wat noodsaaklik is kragtens hierdie Kontrak, die volgende adresse:

	Werkgewer	Werknemer
Fisiese adres:	_____	_____
	_____	_____
Posadres:	_____	_____
	_____	_____
Tele faks No:	_____	_____

Met dien verstande dat 'n party enige verandering aan haar of sy adres na 'n ander fisiese adres of posadres deur middel van 'n skriftelike kennisgewing aan die ander party gerig, rapporteer. Sodanige verandering van adres sal van krag wees sewe dae na ontvangs van die kennisgewing van verandering van adres.

- 8.2 Alle kennisgewings wat kragtens hierdie Kontrak gegee moet word moet -

8.2.1 skriftelik gegee word; of

8.2.2 afgelewer word of gestuur word deur voorafbetaalde geregistreerde pos of deur middel van 'n telefaks; en

- 8.2.3 indien afgelewer, word geag dat dit ontvang is op die datum van aflewering; of
- 8.2.4 indien gestuur deur voorafbetaalde geregistreerde pos, word geag dat dit ontvang is binne drie werksdae vandat dit gepos is tensy die teendeel bewys word; of
- 8.2.5 indien gestuur deur telefaks, word geag dit ontvang is op die eerste werksdag wat volg op die datum van die stuur van die telefaks tensy die teendeel bewys word.

Geteken deur die Werkgewer te _____ op die _____ dag van _____

AS GETUIES:

1. _____ **WERKGEWER**
2. _____

GETEKEN deur die Werknemer te _____ op die _____ dag van _____

AS GETUIES:

1. _____ **WERKNEMER**
2. _____

AANHANGSEL III

PERMANENTE DIENSKONTRAK
VIR DIE
SENIOR BESTUURSDIENS
VAN DIE
SUID-AFRIKAANSE POLISIEDIENS
AANGEGAAN

deur en tussen die

REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA

hierin verteenwoordig deur

_____ (Volle name)

(Hierna na verwys as die Werkgewer)

EN

_____ (Volle name)

(hierna na verwys as die Werknemer)

EN AANGESIEN die partye ooreengekom het om 'n Kontrak te sluit wat die diensvoorwaardes reguleer waarop die Werknemer deur die Werkgewer in diens geneem word,

NOU DERHALWE kom die partye soos volg ooreen:

1. Aanstelling

1.1 Die Werkgewer stel hierby die Werknemer op 'n permanente basis aan ooreenkomstig regulasie 66 van die Suid-Afrikaanse Polisie diens Regulasies, 1999 (hierna na verwys as die Regulasies) as _____ Die Werknemer stem ooreen en aanvaar die aanstelling as lid van die SBD beginnende op die _____ dag van _____. Die Werknemer se indiensneming en diensvoorwaardes word gereguleer deur die Wet op die Suid-Afrikaanse Polisie diens, 1995 (Wet No. 68 van 1995) (hierna na verwys as die Wet), die Regulasies, enige relevante kollektiewe ooreenkomste of ander regsvoorskrifte van toepassing op die Werknemer.

1.2 Kragtens hierdie Kontrak -

1.2.1 sal die Werknemer die Werkgewer dien as _____ in die Suid-Afrikaanse Polisie diens (hierna na verwys as die Diens) te _____ of op sodanige ander plek as wat van tyd deur die Werkgewer of enige of ander persoon behoorlik in die verband gemagtig, bepaal word.

1.2.2 sal die Werknemer die rang van _____ beklee en verantwoordelik wees vir die pligte en werksaamhede uiteengesit in die Prestasie Ooreenkoms waarna in klousule 5 verwys word;

- 1.2.3 is die indiensneming van die Werknemer onderworpe aan die voorlegging deur die Werknemer van sertifikate om haar of sy akademiese en professionele kwalifikasies en dienssertifikate.
- 1.2.4 kan van die Werknemer vereis word om ander pligte te verrig of om op ander plekke te werk wat redelikerwys deur die Werkgewer vereis kan word; en
- 1.2.5 moet enige aangeleentheid wat ontstaan waarvoor daar nie spesifiek hier in voorsiening gemaak is nie, ooreenkomstig die bepalings van die Wet, die Regulasies, relevante kollektiewe ooreenkomste en enige ander regsvoorskrifte van toepassing op die Werknemer, hanteer word.

2. Vergoeding

- 2.1 Die vergoeding wat die Werknemer sal ontvang vanaf die datum van diensaanvaarding soos vermeld in klousule 1, sal wees soos van tyd tot tyd skriftelik tussen die partye ooreengekom.
- 2.2 Die salaris en voordele is betaalbaar in twaalf (12) gelyke maandelikse betalings.
- 2.3 Die algemene diensvoorwaardes en voordele van die werknemer sal wees soos uiteengesit en voor voorsiening gemaak deur die Wet en die Regulasies. Die partye tot hierdie Kontrak aanvaar dat die algemene diensvoorwaardes en voordele, van tyd tot tyd by wyse van relevante kollektiewe ooreenkomste, vasstellings en voorskrifte deur die Minister vir Veiligheid en Sekuriteit, gewysig kan word.
- 2.4 Wanneer van die Werknemer vereis word om amptelike pligte weg van haar of sy hoofkantoor te verrig, sal die Werknemer op die koste van die Werkgewer reis en sal 'n verblyf- en vervoertoelaag soos van tyd tot tyd bepaal mag word, betaal word.

3. Diensbeëindiging

- 3.1 Hierdie Kontrak kan onder die volgende omstandighede beëindig word:
 - 3.1.1 by bereiking van die voorgeskrewe aftree ouderdom (artikel 45(1)(a) van die Wet);
 - 3.1.2 vroegtydige aftrede op eie versoek deur die Werknemer (artikel 45(1)(b) van die Wet);
 - 3.1.3 ontslag ingevolge artikel 35 van die Wet;
 - 3.1.4 vrywillige bedanking; of
 - 3.1.5 dood.

- 3.2 Pensioen en ander betaalde voordele is direk gekoppel aan die spesifieke artikel van die Wet wat gebruik word, soos geregleer deur die Regeringswerknemers Pensioenwet, 1996 die regulasies daaronder afgekondig, soos van toepassing op lede van die SBD, en hierdie Regulasies.
- 3.3 Sou die kennisgewing van beëindiging gegee word soos beoog in klousule 3.1.3 het die Werkgewer die reg om van die Werknemer te vereis om die kantoor wat deur haar of hom beset word, te ontruim en omvoor die verstrykking van die kennis tydperk die perseel van die Diens op 'n dag deur die Werkgewer bepaal, te verlaat, en om haarself of homself nie te enige tyd daarna vir diens aan te meld nie.
- 3.4 Sou die Werkgewer haar of hom op die bepalings van klousule 3.3 beroep, is die Werknemer steeds geregtig op alle sodanige voordele soos vervat in die relevante voorskrifte.
- 3.5 In die geval van onbevoegdheid of wangedrag, kan die Werkgewer met die Werknemer handel ooreenkomstig relevante wetgewing.

4. Gedrag

4.1 Die Werknemer onderneem om -

- 4.1.1 nie sonder die toepaslike toestemming of gedurende haar of sy diens of enige tyd daarna enige rekord te openbaar soos omskryf in artikel 1 van die Wet op die Bevordering van Toegang tot Inligting, 2000 (Wet No. 2 van 2000) wat kan of moet geweier word op 'n versoek vir toegang tot 'n rekord van 'n openbare liggaam kragtens daardie Wet nie;
- 4.1.2 nie gedurende haar of sy diens of enige tyd daarna, enige rekord so omskryf en verkry as gevolg van haar of sy diens, te gebruik tot nadeel van die Staat nie, behalwe as dit gebruik word in die uitoefening of beskerming van enige reg, of enige legitieme verwagting deur die reg oorgedra nie;
- 4.1.3 indien deur die Werkgewer daartoe versoek gedurende haar of sy diens of by beëindiging van haar of sy diens, enige rekords so omskryf en in besit van die Werknemer as gevolg van haar of sy diens, aan die Werkgewer te oorhandig en om nie enige kopieë of uittreksels uit sodanige rekords te behou nie behalwe met die toestemming van die Werkgewer : en
- 4.1.4 te voldoen aan die voorgeskrewe Gedragskode.

4.2 Die Werknemer -

- 4.2.1 erken dat sy of hy die implikasies van hierdie klousule volledig verstaan;
- 4.2.2 stem ooreen dat hierdie klousule, nadat alle relevante omstandighede in ag geneem is, redelik en noodsaaklik is vir die behoorlike beskerming van die

belange van die Werkgewer en dat indien sy of hy op enige tyd die redelikheid van hierdie klousule in geskil sou plaas, die onus om sodanige onredelikheid te bewys, op haar of hom sal rus; en

- 4.2.3 erken dat sy of hy hierdie Kontrak ongedwonge en vrywillig sluit en dat geen omstandighede bestaan vir haar of hom om te beweer, óf nou óf op enige tyd in die toekoms, dat sy of hy in 'n benadeelde posisie was om tot die bepalings, in hierdie klousule uiteengesit, in te stem nie of anders as in 'n gelyke bedingingsposisie met die Werkgewer was om tot sodanige beperkings in te stem nie.

5. Addisionele bedinge en voorwaardes

- 5.1 Die Werknemer moet 'n jaarlikse prestasie ooreenkoms met die Werkgewer sluit, gekoppel aan 'n spesifieke finansiële jaar, wat ten minste die volgende moet insluit:

5.1.1 Salarisverhogings sal gebaseer word op die prestasie van die Werknemer. Prestasie sal geëvalueer word volgens haar of sy verantwoordelikhede en sleutel resultaat areas vervat in haar of sy prestasie ooreenkoms en die mate waarin die Werknemer daaraan voldoen, asook enige voorskrifte wat die Minister vir Veiligheid en Sekuriteit mag uitreik. Salarisverhogings vir die Werknemer sal gebaseer word op individuele konsultasie. Die Werknemer en die Werkgewer moet jaarliks rakende haar of sy salarisverhoging en kontant bonus, binne die beperkings van die begroting, gebaseer op die prestasie van die Werknemer, te konsulteer. Die salarisverhoging en kontant bonus van die Werknemer, moet gebaseer word op bepalings, voorskrifte en riglyne uitgereik deur die Minister vir Veiligheid en Sekuriteit.

5.1.2 'n Jaarlikse prestasie ooreenkoms waarvoor in klousule 5.1 voorsiening gemaak word, gekoppel aan 'n spesifieke finansiële jaar, waarin duidelike prestasie areas/kriteria/aflewerbares van die Diens en die Werknemer uiteengesit word, moet gesluit word. Aangesien prestasie ooreenkomste aan finansiële jare gekoppel word, moet dit gesluit word op die laaste teen 30 April van elke jaar. Die Werknemer moet haar of sy eerste prestasie ooreenkoms nie later as drie maande na aanvaarding van diens, sluit nie.

5.1.3 Die prestasie ooreenkoms sal hersien word, indien gedurende enige tydperk van sy duur, die werk of omgewing die Diens (eenheid, direktoraat, tak, komponent, ens) so verander (hetsy as gevolg van Regerings- of Bestuursbesluite of andersins) dat die inhoud daarvan nie langer van toepassing is nie.

5.1.4 Hierdie Kontrak is direk gekoppel aan die prestasie ooreenkoms waarna in klousule 5.1 verwys word. In die geval waar die Werknemer nie bevredigend presteer met betrekking tot die vereistes van die prestasie ooreenkoms nie, erken die Werknemer dat die Werkgewer met haar of

hom in ooreenstemming met die prosedure vervat in relevante wetgewing en ander voorskrifte uitgereik deur die Minister, kan handel.

5.1.5 _____

5.2 Enige ander spesifieke pligte:

6. Algemeen

6.1 Goeie trou

By die implementering van hierdie Kontrak, onderneem die partye tot die nakoming van die uiterste goeie trou en waarborg hulle dat in hul onderhandeling met mekaar, hulle nie iets sal doen of hulle daarvan sal weerhou om iets te doen wat tot die nadeel van die ander party sal strek of afbreuk sal doen aan die regte, bates of belange van die ander nie.

6.2 Toepassing van die Wet

Enige aangeleenthede wat uit hierdie Kontrak voortspruit, waarvoor daar nie spesifiek hierin voorsiening gemaak is nie, sal hanteer word ooreenkomstig die bepalings van die Wet, die Regulasies, relevante kollektiewe ooreenkomste en ander relevante wetgewing.

6.3 Interpretasie van hierdie Kontrak

Die interpretasie van hierdie Kontrak sal gereguleer word deur die wette en regsbeginsels van toepassing in die Republiek van Suid-Afrika.

6.4 Jurisdiksie van howe

Die Werknemer stem toe tot die jurisdiksie van die Howe van die Republiek van Suid Afrika in die geval van enige regsprosesse wat uit die bepalings van hierdie Kontrak voortspruit.

6.5 Wysiging

6.5.1 Hierdie Kontrak vorm die hele ooreenkoms tussen die partye tot hierdie Kontrak betreffende die onderwerp van hierdie Kontrak, en tensy andersins voorsien, sal geen wysiging, verandering of byvoeging van enige reg, beding of voorwaarde van hierdie Kontrak van enige krag of

effek wees nie tensy op skrif gestel en onderteken deur die partye tot hierdie Kontrak.

- 6.5.2 Die partye kom ooreen dat daar geen ander voorwaardes, waarborge of voorstellings, hetsy mondelings of skriftelik en hetsy uitdruklik of stilswyend of andersins, behalwe daardie wat in hierdie Kontrak, die Wet, hierdie Regulasies, relevante kollektiewe ooreenkomste en ander relevante wetgewing (d.i. Regeringswerknemers Pensioenwet, 1996) is nie.

6.6 Afstanddoening

Geen afstanddoening van enige van die bedinge en voorwaardes van hierdie Kontrak sal vir enige doel bindend wees nie, tensy op skrif gestel en onderteken deur die partye tot hierdie Kontrak en enige sodanige afstanddoening sal slegs toepassing vind in die spesifieke omstandigheid en ten opsigte van die doel waarvoor verleen. Geen versuim of uitstel aan die kant van enige party in die uitoefening van enige reg, bevoegdheid of voorreg sluit enige ander of verdere uitoefening daarvan of die uitoefening van enige ander reg, bevoegdheid of voorreg deur daardie party, uit nie.

7. Kennisgewing en Domisilium

- 7.1 Elke party kies as sy of haar onderskeie *domicilium citandi et executandi* vir die doeleindes van regsprosesse en vir die doeleindes van die gee en stuur van enige kennisgewing waarvoor voorsiening gemaak of wat noodsaaklik is kragtens hierdie Kontrak, die volgende adresse -

	Werkgewer	Werknemer
Fisiese adres:		
Posadres:		
Telefaks No:		

Met dien verstande dat 'n party enige verandering aan haar of sy adres na 'n ander fisiese adres of posadres deur middel van 'n skriftelike kennisgewing aan die ander party gerig, rapporteer. Sodanige verandering van adres sal van krag wees sewe dae na ontvangs van die kennisgewing van verandering van domisilium.

- 7.2 Alle kennisgewings wat kragtens hierdie Kontrak gegee moet word moet -

- 7.2.1 skriftelik gegee word; of

- 7.2.2 afgelewer word of gestuur word deur voorafbetaalde geregistreeerde pos of deur middel van 'n telefaks; en
- 7.2.3 indien afgelewer, word geag dat dit ontvang is op die datum van aflewering; of
- 7.2.4 indien gestuur deur voorafbetaalde geregistreeerde pos, word geag dat dit ontvang is binne drie werksdae vandat dit gepos is, tensy die teendeel bewys word; of
- 7.2.5 indien gestuur deur telefaks, word geag dit ontvang is op die eerste werksdag wat volg op die datum van die stuur van die telefaks, tensy die teendeel bewys word.

Geteken deur die Werkgewer te _____ op die _____ dag van _____

AS GETUIES:

1. _____

WERKGEWER

2. _____

GETEKEN deur die Werknemer te _____ op die _____ dag van _____

AS GETUIES:

1. _____

WERKNEMER

2. _____

AANHANGSEL IV

VASTE TERMYN DIENSKONTRAK
VIR DIE
SENIOR BESTUURSDIENS
VAN DIE
SUID-AFRIKAANSE POLISIEDIENS

AANGEGAAN
deur en tussen die

REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA

hierin verteenwoordig deur

_____ (volle name)

(hierna na verwys as die Werkgewer)

EN

_____ (volle name)

(hierna na verwys as die Werknemer)

EN AANGESIEN die partye ooreengekom het om 'n Kontrak te sluit wat die diensvoorwaardes reguleer waarop die Werknemer deur die Werkgewer in diens geneem word,

NOU DERHALWE kom die partye soos volg ooreen:

1. Aanstelling

1. Die Werkgewer stel hierby die Werknemer op 'n tydelike basis aan ooreenkomstig regulasie 66 van die Suid-Afrikaanse Polisie diens Regulasies, 1999 (hierna na verwys as die Regulasies) as _____. Die Werknemer stem ooreen en aanvaar die aanstelling as lid van die SBD. Die aanstelling is vir die tydperk beginnende op die _____ van _____ en eindig op die _____ dag van _____. Die Werknemer se indiensneming en diensvoorwaardes word geregleer deur die Wet op die Suid-Afrikaanse Polisie diens, 1995 (Wet No. 68 van 1995) (hierna na verwys as die Wet), die Regulasies, enige relevante kollektiewe ooreenkomste of ander regsvoorskrifte van toepassing op die Werknemer.

1.2 Kragtens hierdie Kontrak -

- 1.2.1 sal die Werknemer die Werkgewer dien as _____ in die Suid-Afrikaanse Polisie diens (hierna na verwys as die Diens) te _____ of op sodanige ander plek as wat van tyd deur die Werkgewer of enige of ander persoon behoorlik in die verband gemagtig, bepaal word.

- 1.2.2 sal die Werknemer die rang van _____ beklee en verantwoordelik wees vir die pligte en werksaamhede uiteengesit in die prestasie ooreenkoms waarna in klousule 5 verwys word;
- 1.2.3 is die indiensneming van die Werknemer onderworpe aan die voorlegging deur die Werknemer van sertifikate om haar of sy akademiese en professionele kwalifikasies en dienssertifikate;
- 1.2.4 kan van die Werknemer vereis word om ander pligte te verrig of om op ander plekke te werk wat redelikerwys deur die Werkgewer vereis kan word; en
- 1.2.5 moet enige aangeleentheid wat ontstaan waarvoor daar nie spesifiek hierin voorsiening gemaak is nie, ooreenkomstig die bepalings van die Wet, die Regulasies, relevante kollektiewe ooreenkomste en enige ander regsvoorskrifte van toepassing op die Werknemer, hanteer word.

2. Vergoeding

- 2.1 Die vergoeding wat die Werknemer sal ontvang vanaf die datum van diensaanvaarding soos vermeld in klousule 1, sal wees soos van tyd tot tyd skriftelik tussen die partye ooreengekom.
- 2.2 Die salaris en voordele is betaalbaar in twaalf (12) gelyke maandelikse betalings.
- 2.3 Die algemene diensvoorwaardes en voordele van die Werknemer sal wees soos uiteengesit en voor voorsiening gemaak deur die Wet en die Regulasies. Die partye tot hierdie Kontrak aanvaar dat die algemene diensvoorwaardes en voordele, van tyd tot tyd by wyse van relevante kollektiewe ooreenkomste, vasstellings en voorskrifte deur die Minister vir Veiligheid en Sekuriteit, gewysig kan word.
- 2.4 Wanneer van die Werknemer vereis word om amptelike pligte weg van haar of sy hoofkantoor te verrig, sal die Werknemer op die koste van die Werkgewer reis en sal 'n verblyf- en vervoertoelaag soos van tyd tot tyd bepaal mag word, betaal word.

3. Diensbeëindiging

- 3.1 Die dienstermyn van die Werknemer kan op die volgende maniere beëindig word:
 - 3.1.1 by voltooiing van 'n termyn of verlengde dienstermyn;
 - 3.1.2 ontslag ingevolge artikel 35 van die Wet;
 - 3.1.4 dood.
- 3.2 Pensioen en ander betaalde voordele is direk gekoppel aan die spesifieke artikel van die Wet wat gebruik word, soos gereguleer deur die Regeringswerknemers

Pensioenwet, 1996, die regulasies daaronder afgekondig, soos van toepassing op lede van die SBD, en hierdie Regulasies.

- 3.3 Enige party kan onderworpe aan die bepalings van die Wet en die Wet op Arbeidsverhoudinge, 1995, na oorlegpleging en ooreenstemming die Kontrak beëindig voor die verstryking van 'n oorspronklike of verlengde dienstermyn, deur aan die ander party een maand skriftelike kennis te gee, welke kennisgewing-

3.3.1 skriftelik gegee moet word; en

3.3.2 gee moet word op of voor die laaste dag van die maand en van krag sal wees op die eerste dag van die daaropvolgende maand.

- 3.4 Sou die kennisgewing van beëindiging gegee word soos beoog in klousule 3.1.2 het die Werkgewer die reg om van die Werknemer te vereis om die kantoor wat deur haar of hom beset word, te ontruim en om voor die verstryking van die kennistydperk die perseel van die Diens op 'n dag deur die Werkgewer bepaal, te verlaat, en om haarself of homself nie te enige tyd daarna vir diens aan te meld nie.

- 3.5 Sou die Werkgewer haar of hom op die bepalings van klousule 3.4 beroep, is die Werknemer steeds geregtig op alle sodanige voordele soos vervat in die relevante voorskrifte.

- 3.6 In die geval van onbevoegdheid of wangedrag, kan die Werkgewer met die Werknemer handel ooreenkomstig relevante wetgewing.

4. Gedrag

- 4.1 Die Werknemer onderneem om -

4.1.1 nie sonder die toepaslike toestemming of gedurende haar of sy diens of enige tyd daarna enige rekord te openbaar soos omskryf in artikel 1 van die Wet op die Bevordering van Toegang tot Inligting, 2000 (Wet No. 2 van 2000) wat kan of moet geweier word op 'n versoek vir toegang tot 'n rekord van 'n openbare liggaam kragtens daardie Wet nie;

4.1.2 nie gedurende haar of sy diens of enige tyd daarna, enige rekord so omskryf en verkry as gevolg van haar of sy diens, te gebruik tot nadeel van die Staat nie, behalwe as dit gebruik word in die uitoefening of beskerming van enige reg, of enige legitieme verwagting deur die reg oorgedra nie;

4.1.3 indien daardie Werkgewer daartoe versoek gedurende haar of sy diens of by beëindiging van haar of sy diens, enige rekords so omskryf en in besit van die Werknemer as gevolg van haar of sy diens, aan die Werkgewer te oorhandig en om nie enige kopieë of uittreksels uit sodanige rekords te behou nie behalwe met die toestemming van die Werkgewer : en

4.1.4 te voldoen aan die voorgeskrewe Gedragskode.

4.2 Die Werknemer -

- 4.2.1 erken dat sy of hy die implikasies van hierdie klousule volledig verstaan;
- 4.2.2 stem ooreen dat hierdie klousule, nadat alle relevante omstandighede in ag geneem is, redelik en noodsaaklik is vir die behoorlike beskerming van die belange van die Werkgewer en dat indien sy of hy op enige tyd die redelikheid van hierdie klousule in geskil sou plaas, die onus om sodanige onredelikheid te bewys, op haar of hom sal rus; en
- 4.2.3 erken dat sy of hy hierdie Kontrak ongedwonge en vrywillig sluit en dat geen omstandighede bestaan vir haar of hom om te beweer, óf nou óf op enige tyd in die toekoms, dat sy of hy in 'n benadeelde posisie was om tot die bepaling, in hierdie klousule uiteengesit, in te stem nie of anders as in 'n gelyke bedingingsposisie met die Werkgewer was om tot sodanige beperkings in te stem nie.

5. Addisionele bedinge en voorwaardes

- 5.1 Die Werknemer moet 'n jaarlikse prestasie ooreenkoms met die Werkgewer sluit, gekoppel aan 'n spesifieke finansiële jaar, wat ten minste die volgende moet insluit:
 - 5.1.1 Salarisverhogings sal gebaseer word op die prestasie van die Werknemer. Prestasie sal geëvalueer word volgens haar of sy verantwoordelikhede en sleutel resultaat areas vervat in haar of sy prestasie ooreenkoms en die mate waarin die Werknemer daaraan voldoen, asook enige voorskrifte wat die Minister vir Veiligheid en Sekuriteit mag uitreik. Salarisverhogings vir die Werknemer sal gebaseer word op individuele konsultasie. Die Werknemer en die Werkgewer moet jaarliks rakende haar of sy salarisverhoging, binne die beperkings van die begroting, gebaseer op die prestasie van die Werknemer, konsulteer. Die salarisverhoging van die Werknemer, moet gebaseer word op bepaling, voorskrifte en riglyne uitgereik deur die Minister vir Veiligheid en Sekuriteit.
 - 5.1.2 'n Jaarlikse prestasie ooreenkoms waarvoor in klousule 5.1 voorsiening gemaak word, gekoppel aan 'n spesifieke finansiële jaar, waarin duidelike prestasie areas/kriteria/aflewerbares van die Diens en die Werknemer uiteengesit word, moet gesluit word. Aangesien prestasie ooreenkomste aan finansiële jare gekoppel word, moet dit gesluit word op die laaste teen 30 April van elke jaar. Die Werknemer moet haar of sy eerste prestasie ooreenkoms nie later as drie maande na aanvaarding van diens, sluit nie.
 - 5.1.3 Die prestasie ooreenkoms sal hersien word, indien gedurende enige tydperk van sy duur, die werk of omgewing die Diens (eenheid, direktoraat, tak, komponent, ens.) so verander (hetsy as gevolg van Regerings- of Bestuursbesluite of andersins) dat die inhoud daarvan nie langer van toepassing is nie.

5.1.4 Hierdie Kontrak is direk gekoppel aan die prestasie ooreenkoms waarna in klousule 5.1 verwys word. In die geval waar die Werknemer nie bevredigend presteer met betrekking tot die vereistes van die prestasie ooreenkoms nie, erken die Werknemer dat die Werkgewer met haar of hom in ooreenstemming met die prosedure vervat in relevante wetgewing en ander voorskrifte uitgereik deur die Minister, kan handel.

5.1.5 _____

5.2 Enige ander spesifieke pligte:

6. Algemeen

6.1 Goeie trou

By die implementering van hierdie Kontrak, onderneem die partye tot die nakoming van die uiterste goeie trou en waarborg hulle dat in hul onderhandeling met mekaar, hulle nie iets sal doen of hulle daarvan sal weerhou om iets te doen wat tot die nadeel van die ander party sal strek of afbreuk sal doen aan die regte, bates of belange van die ander nie.

6.2 Toepassing van die Wet

Enige aangeleenthede wat uit hierdie Kontrak voortspruit, waarvoor daar nie spesifiek hierin voorsiening gemaak is nie, sal hanteer word ooreenkomstig die bepalings van die Wet, die Regulasies, relevante kollektiewe ooreenkomste en ander relevante wetgewing.

6.3 Interpretasie van hierdie Kontrak

Die interpretasie van hierdie Kontrak sal gereguleer word deur die wette en regsbeginsels van toepassing in die Republiek van Suid-Afrika.

6.4 Jurisdiksie van howe

Die Werknemer stem toe tot die jurisdiksie van die Howe van die Republiek van Suid Afrika in die geval van enige regsprosesse wat uit die bepalings van hierdie Kontrak voortspruit.

6.5 Wysiging

6.5.1 Hierdie Kontrak vorm die hele ooreenkoms tussen die partye tot hierdie Kontrak betreffende die onderwerp van hierdie Kontrak, en tensy andersins voorsien, sal geen wysiging, verandering of byvoeging van enige reg, beding of voorwaarde van hierdie Kontrak van enige krag of effek wees nie tensy op skrif gestel en onderteken deur die partye tot hierdie Kontrak.

6.5.2 Die partye kom ooreen dat daar geen ander voorwaardes, waarborge of voorstellings, hetsy mondelings of skriftelik en hetsy uitdruklik of stilswyend of andersins, behalwe daardie wat in hierdie Kontrak, die Wet, hierdie Regulasies, relevante kollektiewe ooreenkomste en ander relevante wetgewing (d.i. Regeringswerknemers Pensioenwet, 1996) is nie.

6.6 Afstanddoening

Geen afstanddoening van enige van die bedinge en voorwaardes van hierdie Kontrak sal vir enige doel bindend wees nie, tensy op skrif gestel en onderteken deur die partye tot hierdie Kontrak en enige sodanige afstanddoening sal slegs toepassing vind in die spesifieke omstandigheid en ten opsigte van die doel waarvoor verleen. Geen versuim of uitstel aan die kant van enige party in die uitoefening van enige reg, bevoegdheid of voorreg sluit enige ander of verdere uitoefening daarvan of die uitoefening van enige ander reg, bevoegdheid of voorreg deur daardie party, uit nie.

7. Kennisgewing en Domisilium

7.1 Elke party kies as sy of haar onderskeie *domicilium citandi et executandi* vir die doeleindes van regsprosesse en vir die doeleindes van die gee en stuur van enige kennisgewing waarvoor voorsiening gemaak of wat noodsaaklik is kragtens hierdie Kontrak, die volgende adresse -

	Werkgewer	Werknemer
Fisiese adres:	_____	_____
	_____	_____
Posadres:	_____	_____
	_____	_____
Telefaks No:	_____	_____

Met dien verstande dat 'n party enige verandering aan haar of sy adres na 'n ander fisiese adres of posadres deur middel van 'n skriftelike kennisgewing aan die ander party gerig, rapporteer. Sodanige verandering van adres sal van krag wees sewe dae na ontvangs van die kennisgewing van verandering van domisilium.

7.2 Alle kennisgewings wat kragtens hierdie Kontrak gegee moet word moet -

7.2.1 skriftelik gegee word; of

7.2.2 afgelewer word of gestuur word deur voorafbetaalde geregistreerde pos of deur middel van 'n telefaks; en

7.2.3 indien afgelewer, word geag dat dit ontvang is op die datum van aflewering; of

7.2.4 indien gestuur deur voorafbetaalde geregistreerde pos, word geag dat dit ontvang is binne drie werksdae vandat dit gepos is, tensy die teendeel bewys word; of

7.2.5 indien gestuur deur telefaks, word geag dit ontvang is op die eerste werksdag wat volg op die datum van die stuur van die telefaks, tensy die teendeel bewys word.

Geteken deur die Werkgewer te _____ op die _____ dag van _____

AS GETUIES:

1. _____

WERKGEWER

2. _____

GETEKEN deur die Werknemer te _____ op die _____ dag van _____

AS GETUIES:

1. _____

WERKNEMER

2. _____

Skrapping van Bylae A

12. Bylae A tot die Regulasies word hierby geskrapping.

Kort titel en inwerkingtreëding

13. Hierdie Regulasies sal bekend staan as die Wysigingregulasies van die Suid-Afrikaanse Polisie diens Regulasies, 2001 en tree op 1 Januarie 2001 in werking.

Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001

Publications: Tel: (012) 334-4508, 334-4509, 334-4510

Advertisements: Tel: (012) 334-4673, 334-4674, 334-4504

Subscriptions: Tel: (012) 334-4735, 334-4736, 334-4737

Cape Town Branch: Tel: (021) 465-7531

Gedruk deur en verkrygbaar by die Staatsdrukker, Bosmanstraat, Privaatsak X85, Pretoria, 0001

Publikasies: Tel: (012) 334-4508, 334-4509, 334-4510

Advertensies: Tel: (012) 334-4673, 334-4674, 334-4504

Subskripsies: Tel: (012) 334-4735, 334-4736, 334-4737

Kaapstad-tak: Tel: (021) 465-7531