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GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR.

No. 719.] [20 May 1960.
INDUSTRIAL CONCILIATION ACT, 1956, AS
AMENDED.

LAUNDRY, DRY CLEANING AND DYEING
TRADE, TRANSVAAL.

SICK BENEFIT FUND.

I, JOHANNES DE KLERK, Minister of Labour hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Laundry, Dry Cleaning and Dyeing Trade, shall be binding from the first Monday after the date of publication of this notice, and for the period ending three years from the said first Monday upon the employers' organisations and the trade union which entered into the said Agreement and upon the employers and employees who are members of those organisations or that union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions, contained in clauses 3 to 13 (inclusive) and 15 to 17 (inclusive) of the said Agreement shall be binding from the first Monday after the date of publication of this notice and for the period ending three years from the said first Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, engaged or employed in the said Trade in the municipal area of Johannesburg; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the municipal area of Johannesburg and from the first Monday after the date of publication of this notice and for the period ending three years from the said first Monday the provisions contained in clauses 3 to 13 (inclusive) and 15 to 17 (inclusive) of the said Agreement shall *mutatis mutandis* be binding upon all Natives employed in the said Trade by the employers upon whom any of the said provisions are binding in respect of employees, and upon those employers in respect of Natives in their employ.

J. DE KLERK,
Minister of Labour.

GOEWERMENSKENNISGEWING.

DEPARTEMENT VAN ARBEID.

No. 719.] [20 Mei 1960.
WET OP NYWERHEIDSVERSOENING, 1956,
SOOS GEWYSIG.

WASSERY-, DROOGSKOONMAAK- EN KLEUR-
BEDRYF, TRANSVAAL.

SIEKTEBYSTANDSFONDS.

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Wassery-, Droogskoonmaak- en Kleur-nywerheid betrekking het, vanaf die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde eerste Maandag eindig, bindend is vir die werkgewersorganisasies en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasies of daardie vereniging is; en
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 13 en 15 tot en met 17 van genoemde Ooreenkoms, vanaf die eerste Maandag na die publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde eerste Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Bedryf in die munisipale gebied van Johannesburg; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 13 en 15 tot en met 17 van genoemde Ooreenkoms, vanaf die eerste Maandag na die publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde eerste Maandag eindig, in die munisipale gebied van Johannesburg *mutatis mutandis* bindend is vir alle Naturelle wat in genoemde Bedryf in diens is by die werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

J. DE KLERK,
Minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE LAUNDRY, DRY CLEANING AND DYEING TRADE (TRANSVAAL).

SICK BENEFIT FUND AGREEMENT

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

The Transvaal Launderers', Cleaners' and Dyers' Association,
and the

Johannesburg Dry Cleaners' and Dyers' Association
(hereinafter called "the employers" or "employers' organisations"), of the one part, and

The National Union of Laundering, Cleaning and Dyeing Workers,
(hereinafter called "the employees" or "the trade union"), of the other part,

being the parties to the Industrial Council for the Laundry, Dry Cleaning and Dyeing Trade (Transvaal).

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Municipal Area of Johannesburg by all employers who are members of the employers' organisations and are engaged in the Laundry, Dry Cleaning and Dyeing Trade, and by all employees who are members of the trade union and are employed in the said trade and for whom minimum wages are prescribed in any Agreement of the Council which has been declared binding under the Act and who are in receipt of a basic wage plus cost of living allowance not exceeding £65 (sixty-five pounds) per month.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister of Labour and shall remain in force for a period of three years thereafter, or for such period as the Minister may decide.

3. DEFINITIONS.

Any terms used in this Agreement which are defined in the Act shall have the same meaning as in that Act; terms defined in any Agreement of the Council which has been declared binding under the Act and in which minimum wages are prescribed shall have the same meaning as in that Agreement. A reference to an Act shall include any amendment of such Act; and, unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

"casual employee" means an employee who is employed by the same employer for not more than two days in any one week;

"Council" means the Industrial Council for the Laundry, Dry Cleaning and Dyeing Trade (Transvaal), registered or deemed to be registered in terms of the Industrial Conciliation Act, 1956;

"establishment" means any premises in or in connection with which one or more employees are engaged in any activity involved in the laundering, cleaning or dyeing occupations, and includes a receiving depot and/or a vehicle;

"Fund" means the Society known as the Transvaal Laundry and Dry Cleaning Workers' Sick Benefit Fund;

"management committee" or "committee" means the committee appointed to administer the Sick Benefit Fund in accordance with the provisions of Clause 4 of this Agreement;

"Minister" means the Minister of Labour;

"trade" or "Laundry, Dry Cleaning and Dyeing Trade" or "industry" means, without in any way limiting the ordinary meaning of the expression, the trade or industry carried on in establishments where articles are laundered, cleaned or dyed to the order of customers, but excluding the dyeing of fur pelts; and shall include depots where such articles are received in order to be laundered, cleaned or dyed to the order of customers.

4. ADMINISTRATION.

(1) There is hereby continued a sick benefit fund, as established previously between employers and employees in the trade, known as the Transvaal Laundry and Dry Cleaning Workers' Sick Benefit Fund, in this Agreement referred to as the "fund".

(2) The fund shall be financed out of contributions referred to in Clause 7 of this Agreement and the assets of the existing sick benefit fund originally established under Government Notice No. 15 of the 8th January, 1943.

(3) The fund shall be administered by a management committee appointed by the Council, consisting of three representatives of the employers and three of the employees, in accordance with a constitution approved by the Council. Such constitution may be amended by the Committee at any time, subject to approval by the Council. Copies of such constitution and any amendments thereto shall be lodged with the Secretary for Labour, Pretoria.

BYLAE.

NYWERHEIDSRAAD VIR DIE WASSERY-, DROOGSKOON-
MAAK- EN KLEURBEDRYF (TRANSVAAL).

SIEKTEBYSTANDSFONDSOOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, gesluit en aangegaan tussen die

Transvaal Launderers', Cleaners' and Dyers' Association
en die

Johannesburg Dry Cleaners' and Dyers' Association

(hieronder die "werkgewers" of "werkgewersorganisasies" genoem), aan die een kant, en

The National Union of Laundering, Cleaning and Dyeing Workers
(hieronder die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat partye is by die Nywerheidsraad vir die Wassery-, Droogskoonmaak- en Kleurbedryf (Transvaal).

1. TOEPASSINGSBESTEK VAN DIE OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die munisipale gebied van Johannesburg nagekom word deur alle werkgewers wat lede is van die werkgewersorganisasies en betrokke is in die Wassery-, Droogskoonmaak- en Kleurbedryf, en deur alle werknemers wat lede is van die vakvereniging en werksaam is in genoemde bedryf en vir wie minimum lone voorgeskryf word in enige Ooreenkoms van die Raad, wat kragtens die Wet bindend verklaar is, en wat 'n basiese loon plus lewenskostetoelae ontvang wat hoogstens £65 (vyf-en-sestig pond) per maand bedra.

2. GELDIGHEIDSDUUR VAN DIE OOREENKOMS.

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid mag bepaal en bly daarna van krag vir 'n tydperk van drie jaar of vir dié tydperk wat die Minister mag bepaal.

3. WOORDOMSKRYWING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en wat in die Wet omskryf is, het dieselfde betekenis as in daardie Wet; uitdrukkings omskryf in enige Ooreenkoms van die Raad wat kragtens die Wet bindend verklaar is en waarin minimum lone voorgeskryf word, het dieselfde betekenis as in daardie Ooreenkoms. Waar daar van 'n Wet melding gemaak word, word ook alle wysigings van sodanige Wet ingesluit; en, tensy die teenoorgestelde bedoeling blyk, sluit woorde wat die manlike geslag aandui, ook vrouens in; voorts, tensy dit strydig is met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"los werknemer" 'n werknemer wat deur dieselfde werkgewer in diens geneem word vir nie meer as twee dae in 'n week nie;

"Raad" die Nywerheidsraad vir die Wassery-, Droogskoonmaak- en Kleurbedryf (Transvaal) wat ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, geregistreer is of geag word geregistreer te wees;

"inrigting" enige perseel waarin of in verband waarmee een of meer werknemers besig is met enige werksaamheid verbonde aan was-, skoonmaak- of kleurwerk, en omvat dit 'n ontvangsdepot en/of 'n voertuig;

"Fonds" die Vereniging wat bekend staan as die Siektebystandsfonds van Transvaalse Wassery- en Droogskoonmaakwerkers;

"bestuurskomitee" of "komitee" die komitee wat aangestel is om die Siektebystandsfonds te administreer ooreenkomstig die bepalings van klousule 4 van hierdie Ooreenkoms;

"Minister" die Minister van Arbeid;

"bedryf" of "Wassery-, Droogskoonmaak- en Kleurbedryf" of "nywerheid", sonder om die gewone betekenis van die uitdrukking enigerwyse in te kort, die bedryf of nywerheid uitgeoefen in inrigtings waar artikels gewas, skoongemaak of gekleur word volgens die bestellings van klante, maar uitgesonderd die kleur van bontpelse; en omvat dit depots waar sodanige artikels ontvang word ten einde dit te was, skoon te maak of te kleur volgens die bestelling van klante.

4. ADMINISTRASIE.

(1) Hierby word 'n siektebystandsfonds voortgesit soos dié wat voorheen tussen die werkgewers en die werknemers in die bedryf gestig is, wassen die Siektebystandsfonds van Transvaalse Wassery- en Droogskoonmaakwerkers bekend staan en in hierdie Ooreenkoms die "Fonds" genoem word.

(2) Die Fonds word gefinansier uit die bydraes genoem in klousule 7 van hierdie Ooreenkoms en uit die bates van die bestaande siektebystandsfonds wat oorspronklik by Goewermentskennisgewing No. 15 van 8 Januarie 1943 gestig is.

(3) Die Fonds word geadministreer deur 'n bestuurskomitee wat deur die Raad aangestel word en wat uit drie verteenwoordigers van die werkgewers en drie van die werknemers bestaan ooreenkomstig 'n konstitusie wat die Raad goedgekeur het. Behoudens die goedkeuring van die Raad, kan sodanige konstitusie te eniger tyd deur die Komitee gewysig word. Kopieë van sodanige konstitusie en van alle wysigings daarvan word by die Sekretaris van Arbeid, Pretoria, ingedien.

(4) Should at any time a dispute arise as to the provisions of the constitution or the administration of the fund in regard to which members of the management committee are equally divided, the matter shall be referred to the Council, and failing a settlement by the Council, the latter shall consider the question of arbitration in terms of its constitution.

(5) The management committee shall have the power to make and amend rules for the detailed administration of the fund, such rules not to be inconsistent with the provisions of this Agreement or of the fund's constitution.

5. OBJECTS.

The objects of the fund shall be—

(a) to raise funds—

- (i) by contributions from employees and employers as provided in clause 7 of this Agreement; and
- (ii) by such other means as the management committee may deem desirable having regard to the purposes of the fund;

(b) to provide members of the fund with such benefits as are laid down in this Agreement.

6. MEMBERSHIP.

A member of the fund shall be any employee, other than a casual employee, covered by this Agreement who is employed in the trade and who in terms of clause 7 has paid at least one week's contribution to the fund; provided that employees in receipt of a basic wage plus cost of living allowance exceeding £65 (sixty-five pounds) per month shall not be eligible for membership.

7. CONTRIBUTIONS.

(1) For the purpose of the fund each employer shall on each pay day, as from the first pay day after this Agreement comes into operation, deduct from the wages of each employee, other than a casual employee, who has worked in any week, an amount of—

- (a) sixpence (6d.) per week in the case of an employee earning less than five pounds (£5) per week, including cost of living allowance;
- (b) one shilling (1s.) per week in the case of an employee earning five pounds (£5) or more but less than seven pounds (£7) per week, including cost of living allowance;
- (c) one shilling and sixpence (1s. 6d.) per week in the case of an employee earning seven pounds (£7) or more per week, including cost of living allowance.

(2) Deductions shall be made from payments received by an employee for periods of paid leave of absence and paid holidays as though the employee concerned were present at work in the normal way.

(3) The total amount so deducted from employees, together with an equal amount which shall be contributed by the employer, shall be forwarded by the latter to the Secretary of the fund on or before the 7th day of the month succeeding the month during which the deductions were made or required to be made, together with a statement showing the number and names of employees in each pay group from whom deductions were made or required to be made.

8. BENEFITS.

Subject to the limitations and conditions set out in clause 9, members shall be entitled to the following benefits:—

(1) The minimum benefits shall be—

- (a) a member who has made not less than thirteen consecutive weekly payments to the fund in terms of clause 7 of this Agreement and who, because of sickness, is unable to work for a period of three consecutive working days or more, shall, on the production of a medical certificate, be paid for the period of working time lost by him, sick pay calculated at the rate of one half of his normal basic wage plus cost of living allowance, or of five pounds (£5) per week, whichever is the lesser amount; provided that no payment shall be made for any period of such absence from work in excess of ten weeks during any calendar year;
- (b) free medical attention and services shall be provided by the fund's duly appointed doctor;
- (c) free medicines shall be provided on prescriptions from the fund's doctor;
- (d) free dental services shall be provided by the fund's duly appointed dentist; provided that such services shall be confined to examinations, prophylaxis, extractions, fillings, X-rays and full or partial clearance under general anaesthesia, and shall exclude gold work and dentures;
- (e) free optical examination by the fund's duly appointed optician;
- (f) the cost of conveyance of a member by ambulance to or from a hospital or nursing home.

(4) As daar te eniger tyd 'n geskil ontstaan oor die bepaling van die konstitusie of die administrasie van die Fonds ten opsigte waarvan lede van die bestuurskomitee gelykop verdeel is, word die saak na die Raad verwys, en as die Raad nie die saak besleg nie, moet hy oorweging skenk aan arbitrasie ooreenkomstig die bepaling van sy konstitusie.

(5) Die bestuurskomitee het die bevoegdheid om reëls vir die gedetailleerde administrasie van die Fonds op te stel en te wysig, maar sodanige reëls mag nie onbestaanbaar met die bepaling van hierdie Ooreenkoms of met die Fonds se konstitusie wees nie.

5. OOGMERKE.

Die oogmerke van die Fonds is—

(a) om fondse in te samel—

- (i) by wyse van bydraes van werknemers en werkgewers soos bepaal in klousule 7 van hierdie Ooreenkoms; en
- (ii) op ander maniere wat die bestuurskomitee wenslik mag ag met inagneming van die oogmerke van die Fonds;

(b) om aan lede van die Fonds die bystand te verleen soos in hierdie Ooreenkoms bepaal.

6. LIDMAATSKAP.

'n Lid van die Fonds moet 'n werknemer, uitgesonderd 'n los werknemer, wees op wie die bepaling van hierdie Ooreenkoms van toepassing is, wat in die bedryf in diens is en wat ooreenkomstig die bepaling van klousule 7 minstens een week se bydrae tot die Fonds betaal het; met dien verstande dat werknemers wie se basiese loon plus lewenskostoelae meer as £65 (vyf-en-sestig pond) per maand bedra, nie vir lidmaatskap in aanmerking kom nie.

7. BYDRAES.

(1) Vir die doel van die Fonds moet elke werkgewer met ingang van die eerste betaaldag na die inwerkingtreding van hierdie Ooreenkoms, op elke betaaldag van die loon van elke werknemer, uitgesonderd 'n los werknemer, wat in enige week gewerk het, 'n bedrag aftrek van—

- (a) ses pennies (6d.) per week in die geval van 'n werknemer wat minder as vyf pond (£5) per week, met inbegrip van lewenskostoelae, verdien;
- (b) een shilling (1s.) per week in die geval van 'n werknemer wat vyf pond (£5) of meer maar minder as sewe pond (£7) per week, met inbegrip van lewenskostoelae, verdien;
- (c) een shilling en ses pennies (1s. 6d.) per week in die geval van 'n werknemer wat sewe pond (£7) of meer per week, met inbegrip van lewenskostoelae, verdien.

(2) Bydraes moet van die betalings wat 'n werknemer ontvang vir tydperke van betaalde afwesigheidsverlof en betaalde vakansiedae, afgetrek word asof die betrokke werknemer op die gewone manier by sy werk aanwesig was.

(3) Die totale bedrag aldus van die lone van werknemers afgetrek, tesame met 'n bedrag wat daaraan gelyk staan en deur die werkgewer bygedra moet word, moet voor of op die sewende dag van die maand wat volg op die maand waarin die bedrae afgetrek is of afgetrek moes word, deur die werkgewer aan die Sekretaris van die Fonds gestuur word saam met 'n staat wat die name van die werknemers in elke loongroep van wie se lone bedrae afgetrek is of afgetrek moes word, en ook hul getal meld.

8. BYSTAND.

Behoudens die beperkings en voorwaardes vervat in klousule 9, is lede op die volgende bystand geregtig:—

(1) Die minimum bystand is soos volg:—

- (a) 'n Lid wat minstens dertien agtereenvolgende weeklikse bydraes tot die Fonds betaal het ooreenkomstig die bepaling van klousule 7 van hierdie Ooreenkoms en wat weens siekte nie in staat is om vir 'n tydperk van drie agtereenvolgende werkdade of meer te werk nie, ontvang by die voorlegging van 'n geneeskundige sertifikaat, siekteverlofbesoldiging van een helfte van sy gewone basiese loon plus lewenskostoelae of van vyf pond (£5) per week, naamlik die bedrag wat die kleinste is, vir die tydperk wat hy nie gewerk het nie; met dien verstande dat geen bedrag vir 'n tydperk van sodanige afwesigheid wat langer as tien weke in een kalenderjaar duur, betaal word nie.
- (b) Mediese behandeling en dienste word gratis gelever deur die Fonds se behoorlik aangestelde dokter.
- (c) Op voorskrif van die Fonds se dokter word medisyne gratis verskaf.
- (d) Tandheelkundige dienste word gratis verskaf deur die Fonds se behoorlik aangestelde tandarts; met dien verstande dat sodanige dienste beperk is tot ondersoek, voorbehoedingswerk, uittrek- en stopwerk, x-strale en die algehele of gedeeltelike verwydering van tande onder algemene narkose, en dat goudwerk en kunsgebite uitgesluit word;
- (e) Gesigsondersoek deur die Fonds se behoorlik aangestelde gesigkundige word gratis gedoen.
- (f) Die koste verbonde aan die vervoer van 'n lid per ambulans na of van 'n hospitaal of verpleegnrigting.

- (2) The cost of dentures and spectacles shall be met by the fund to an extent as may be determined by the management committee from time to time; provided that such dentures or spectacles are supplied by the fund's duly appointed dentist or optician, as the case may be.
- (3) Notwithstanding any provisions of sub-clause (1) of this clause, the management committee may, if in its opinion the resources of the fund justify it, extend or increase the minimum benefits therein set out, or relax any of the qualifying conditions; the said committee being entitled to exercise such discretion in respect of any individual member or any portion of the membership, or of all the members.

9. LIMITATION OF BENEFITS.

(1) Members shall not receive from the fund any benefits if they have received or are entitled to receive substantially the same benefits in terms of the Workmen's Compensation Act, 1941, as amended.

(2) A member who has been off work for a period of six consecutive months or more, because of sickness and/or other reasons, shall have no further claim upon the fund; provided that on resuming work in the trade such member shall be regarded as a new member of the fund for all purposes.

(3) Medical attention and service shall not include obstetrics, major surgery, X-ray treatment, midwifery, electrical treatment and anaesthetics; provided that treatment in the case of a miscarriage shall be included in the benefits of the fund.

(4) No sick pay shall be payable to any member who is unemployed.

(5) A member who becomes ill as a result or by reason of misconduct, excessive indulgence in intoxicating liquors, addiction to drugs, contracting venereal disease, or by his own negligence, shall not be entitled to any benefits (including sick pay) by reason of such illness.

(6) A member who has prescriptions made up which are not issued by a medical officer of the fund, shall have no claim upon the fund.

(7) The fund is not responsible for any hospital, nursing home, or operation fees, nor for payment of accounts submitted by practitioners not appointed by the fund; provided that members living outside the area of Johannesburg Municipality shall be entitled to call in any doctor, not a specialist, for two visits in respect of any one illness, for which the fund shall pay their fees.

(8) The fund is not responsible for payment for conveyance of members to or from hospitals or nursing homes or other places; provided that this restriction shall not apply to conveyance by ambulance as laid down in clause 8 (1) (f).

(9) A claim for sick pay shall only be valid if it has been submitted to the fund within sixty days from the date of completion of the period of absence from work to which the claim refers, unless the management committee agrees to grant an extension of this time limit.

(10) Notwithstanding the provisions of this clause, the management committee may, if in its opinion the resources of the fund justify it and subject to clause 11 (1) of this Agreement, by resolution, for any period specified by it or until further resolution, relax any of the qualifying conditions or waive or modify any of the prohibitions, limitations or restrictions in this clause contained, other than those referred to in sub-clauses (1) and (5), and during the period of operation of any such resolution all members qualifying in terms thereof shall be entitled to the benefits of any such waivers or modifications.

10. SPECIAL DEDUCTIONS.

(1) Where any member of the fund desires to obtain dental and/or optical services through the assistance of the fund and the member is required to make a payment in respect of such services, either in full or in part, the management committee may authorise, in its discretion, the acceptance from such member of a stop-order duly signed by him, authorising his employer to deduct from his wages the amount involved, either in one lump sum or by instalments.

(2) Upon receipt of a stop-order such as referred to in (1) above, the employer shall deduct the amounts stated therein from the wages of the employee concerned and forward the full amount so deducted during any one month to the secretary of the fund, within seven (7) days of the last pay day of that month.

11. FINANCIAL CONTROL.

(1) Payment of benefits as set out in clause 8 of this Agreement shall cease whenever the funds available to the fund fall below £250 (two hundred and fifty pounds) and shall recommence when the funds available are in excess of £1,000 (one thousand pounds).

(2) A banking account shall be opened in the name of the fund in which all monies received by the fund shall be deposited.

(2) Die koste van kunsgebitte en brille word uit die Fonds bestry in die mate wat die bestuurskomitee van tyd tot tyd mag bepaal; met dien verstande dat sodanige kunsgebitte of brille verskaf word deur die Fonds se behoorlik aangestelde tandarts of gesigkundige, na gelang van die geval.

(3) Ondanks die bepalings van subklousule (1) van hierdie klousule, kan die bestuurskomitee, as die middele van die Fonds dit na sy mening regverdig, die minimum bystand hierin voorgeskryf, uitbrei of vermeerder of enige van die kwalifiserende voorwaardes verslap; en genoemde komitee is daartoe geregtig om sodanige diskresie uit te oefen ten opsigte van 'n individuele lid of 'n gedeelte van die ledetal of van al die lede.

9. BEPERKING VAN BYSTAND.

(1) Lede ontvang geen bystand uit die Fonds nie as hulle ingevolge die bepalings van die Ongevallewet, 1941, soos gewysig, wesenlik dieselfde bystand ontvang het of daartoe geregtig is.

(2) 'n Lid wat weens siekte en/of om ander redes uit die werk was vir 'n tydperk van ses agtereenvolgende maande of langer, het geen verdere eis teen die Fonds nie; met dien verstande dat sodanige lid, wanneer hy werk in die bedryf hervat, vir alle doeleindes as 'n nuwe lid van die Fonds beskou word.

(3) Geneeskundige behandeling en diens sluit nie verloskundige werk, groot chirurgiese werk, x-straalbehandeling, vroedvrouwerk, elektriese behandeling en anestesie in nie; met dien verstande dat behandeling in die geval van 'n miskraam in die bystand van die Fonds ingesluit word.

(4) Geen siekteverlofbesoldiging is aan 'n lid wat werkloos is, betaalbaar nie.

(5) 'n Lid wat siek word as gevolg van of weens wangedrag, oormatige gebruik van bedwelkende drank, verslaaftheid aan verdovingsmiddels, die opdoen van geslagsiekte of weens sy eie nalatigheid, is nie tot bystand (met inbegrip van siekteverlofbesoldiging) weens sodanige siekte geregtig nie.

(6) 'n Lid wat voorskrifte laat opmaak wat nie deur 'n geneeskundige beaamp van die Fonds uitgereik is nie, het geen eis teen die Fonds nie.

(7) Die Fonds is nie vir hospitaal-, verpleeginrigting- of operasiegelde aanspreeklik nie en ook nie vir die betaling van rekenings wat gelewer word deur praktisyne wat nie deur die Fonds aangestel is nie; met dien verstande dat lede wat buite die gebied van die Johannesburgse Munisipaliteit woon, daartoe geregtig is om enige dokter, maar nie 'n spesialis nie, in te roep vir twee besoeke ten opsigte van 'n enkele ongesteldheid en dat die Fonds die gelde daarvoor moet betaal.

(8) Die Fonds is nie vir die betaling van die vervoerkoste van lede na of van hospitale of verpleeginrigtings of ander plekke aanspreeklik nie; met dien verstande dat hierdie beperking nie op vervoer per ambulans soos in klousule 8 (1) (f) bepaal, van toepassing is nie.

(9) 'n Eis tot die betaling van siektebesoldiging is slegs geldig as dit binne sestig dae vanaf die datum van besindiging van die tydperk van afwesigheid van werk waarop die eis betrekking het, aan die Fonds voorgelê word, tensy die bestuurskomitee daarmee instem om hierdie tydgrens te verleng.

(10) Ondanks die bepalings van hierdie klousule, kan die bestuurskomitee, indien die middele van die Fonds na sy mening dit regverdig en behoudens die bepalings van klousule 11 (1) van hierdie Ooreenkoms, by besluit enigeen van die kwalifiserende voorwaardes verslap of afstand doen van enigeen van die verbodsbepalings, perke of beperkings in hierdie klousule vervat, uitgesonderd dié genoem in subklousules (1) en (5), of dit wysig vir 'n tydperk wat hy spesifiseer of totdat hy 'n verdere besluit neem, en gedurende die geldigheidstermyn van sodanige besluit is alle lede wat ooreenkomstig die bepalings daarvan kwalifiseer, geregtig op die bystand wat by sodanige afstanddoening of wysiging verleen word.

10. SPESIALE AFTREKKINGS.

(1) Waar 'n lid van die Fonds tandheelkundige en/of gesigkundige dienste met behulp van die Fonds wil verkry en daar van die lid vereis word om vir sodanige dienste of ten volle of gedeeltelik te betaal, kan die bestuurskomitee na goedgekeurde magtiging verleen vir die aanname van 'n stoporder wat behoorlik deur sodanige lid onderteken is en waarby sy werkgever gemagtig word om die betrokke bedrag, hetsy in een som of by wysigende paaiemente, van sy loon af te trek.

(2) By ontvangs van 'n stoporder soos in (1) hierbo bedoel, moet die werkgever die bedrae daarin gemeld, aftrek van die loon van die betrokke werknemer en die volle bedrag aldus gedurende 'n maand afgetrek, aan die Sekretaris van die Fonds stuur binne sewe (7) dae vanaf die laaste betaaldag van daardie maand.

11. FINANSIËLE BEHEER.

(1) Die betaling van bystand soos in klousule 8 van hierdie Ooreenkoms bepaal, moet gestaak word wanneer die fondse wat beskikbaar is, tot minder as £250 (tweehonderd-en-veertig pond) daal en moet hervat word wanneer die beskikbare fondse meer as £1,000 (eenduisend pond) bedra.

(2) 'n Bankrekening waarin alle gelde gedeponeer moet word wat deur die Fonds ontvang word, moet op naam van die Fonds geopen word.

(3) All payments by the fund shall be made by cheque drawn on the banking account of the fund, except for disbursements from petty cash, which shall not exceed £1 (one pound) at a time. Cheques drawn for petty cash purposes shall not exceed £5 (five pounds) at a time.

(4) Cheques or withdrawal forms drawn on the banking account or on any deposit or investment accounts of the fund shall be signed on behalf of the fund by the same signatories as are authorised by the Industrial Council to sign cheques drawn on the banking account of the Council.

(5) All monies due to the fund shall be made payable to the fund and remitted to the secretary for deposit in the fund's banking account.

(6) The secretary shall have the power to endorse all cheques on behalf of the fund for deposit in the fund's banking account; provided that he or the management committee shall be entitled to appoint one or more alternates who shall be entitled to endorse cheques on behalf of the fund.

(7) All cheques drawn on the fund's banking account shall be made payable to "order" and crossed where circumstances permit.

(8) A public accountant or public accountants shall be appointed by the management committee for the purpose of auditing the accounts of the fund at least once every year.

(9) Not later than the 31st March in each year, the public accountant or public accountants shall prepare or cause to be prepared a statement showing for the period ended 31st December preceding—

- (a) all monies received by the fund under the separate headings, in terms of Clause 7 of this Agreement and from any other sources;
- (b) the expenditure incurred under the separate headings.

(10) The public accountant or public accountants shall also prepare or cause to be prepared a balance sheet showing the assets and liabilities of the fund, for the period ended 31st December preceding.

(11) The audited statement and balance sheet, together with the public accountant's or public accountants' report thereon, shall thereafter lie for inspection at the office of the fund and copies thereof shall be transmitted to the Industrial Registrar, Pretoria, within 3 months of the 31st December each year.

(12) The management committee shall invest any surplus funds in a registered building society or Post Office savings account or in Union Loan Certificates.

12. LIQUIDATION OR DISSOLUTION.

(1) In the event of the expiry of this Agreement by effluxion of time or for any other cause, the fund shall continue to be administered by the committee until such fund be liquidated or until the assets are transferred to a fund duly constituted for substantially the same purposes as that for which the original fund was created, or be continued in a subsequent agreement.

(2) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of the Act, the management committee at that time shall continue to administer the fund and the members of the committee existing at that date shall be deemed to be members thereof for such purposes: Provided, however, that any vacancy occurring on the committee may be filled by the Minister from employers or employees in the trade, as the case may be, so as to ensure an equality of employer and employee representation on the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the Minister, he may appoint a trustee or trustees to carry out the duties of the committee and who shall possess all the powers of the committee for such purposes.

(3) Upon liquidation of the fund in terms of sub-Clause (1) above the monies remaining to the credit of the fund, after the payment of all claims against the fund, including administration and liquidation expenses, shall be paid into the general funds of the Council and if the affairs of the Council have already been wound up and its assets distributed, the balance of the fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

13. INDEMNITY.

The members of any management committee or of any sub-committee and the officers and employees of the fund shall not be liable for the debts and liabilities of the fund and they are hereby indemnified by the fund against all losses and expenses incurred by them in the bona fide discharge of their duties.

14. AGENTS.

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. It shall be the duty of every employer and every employee to permit such agent or agents, in accordance with the provisions of the Act, to institute such enquiries and to examine and/or seize such books and/or documents and to interrogate such persons as may be necessary for this purpose.

(3) Alle betalings, met uitsondering van betalings uit die klein-kas, wat nie meer as £1 (een pond) op 'n keer mag bedra nie, moet geskied per tjek wat op die bankrekening van die Fonds getrek word. Tjeks wat vir klein-kasdoeleindes getrek word, mag nie meer as £5 (vyf pond) op 'n keer bedra nie.

(4) Tjeks of opvragingsvorme getrek op die bankrekening of op 'n deposito- of beleggingsrekening van die Fonds, moet namens die Fonds onderteken word deur dieselfde persone as dié wat deur die Nywerheidsraad gemagtig is om tjeks te onderteken wat op die bankrekening van die Raad getrek word.

(5) Alle gelde wat aan die Fonds verskuldig is, moet aan die Fonds betaalbaar gemaak en aan die Sekretaris gestuur word vir storting in die Fonds se bankrekening.

(6) Die Sekretaris het die bevoegdheid om alle tjeks namens die Fonds te endosseer vir storting in die Fonds se bankrekening; met dien verstande dat hy of die bestuurskomitee daartoe geregtig is om een of meer plaasvervangers aan te stel wat die reg het om tjeks namens die Fonds te endosseer.

(7) Alle tjeks wat op die Fonds se bankrekening getrek word, moet aan „order” betaalbaar gemaak en, waar omstandighede dit toelaat, gekruis word.

(8) Die bestuurskomitee moet 'n openbare rekenmeester of openbare rekenmeesters aanstel met die doel om die rekenings van die Fonds minstens een maal elke jaar te ouditeer.

(9) Die openbare rekenmeester of openbare rekenmeesters moet nie later as 31 Maart elke jaar nie 'n staat opstel of laat opstel wat ten opsigte van die tydperk wat op die vorige 31ste Desember geëindig het—

- (a) alle gelde toon wat die Fonds ingevolge die bepalings van klousule 7 van hierdie Ooreenkoms onder die verskillende hoofde en uit alle ander bronne ontvang het;
- (b) die uitgawe toon wat onder die verskillende hoofde aangegaan is.

(10) Die openbare rekenmeester of openbare rekenmeesters moet ook 'n balansstaat opstel of laat opstel wat die bates en laste van die Fonds aantoon vir die tydperk geëindig op die vorige 31ste Desember.

(11) Die geouditeerde staat en balansstaat, tesame met die openbare rekenmeester of openbare rekenmeesters se verslag daaroor, moet daarna ter insae lê op die kantoor van die Fonds en afskrifte daarvan moet binne 3 maande vanaf 31 Desember elke jaar aan die Nywerheidsregistrator, Pretoria, deurgestuur word.

(12) Die bestuurskomitee moet alle surplusfondse in 'n geregistreerde bouvereniging of Opspaarbankrekening of Uniënlings-sertifikate belê.

12. LIKWIDASIE OF ONTBINDING.

(1) Ingeval hierdie Ooreenkoms weens verloop van tyd of 'n ander oorsaak verval, moet die komitee voortgaan om die Fonds te administreer totdat sodanige Fonds gelikwider is of totdat die bates oorgedra is aan 'n fonds wat behoorlik ingestel is vir wesenlik dieselfde doeleindes as dié waarvoor die oorspronklike fonds ingestel is of totdat dit voortgesit word in 'n daaropvolgende ooreenkoms.

(2) Ingeval die Raad gedurende 'n tydperk waarin hierdie Ooreenkoms ingevolge die Wet bindend is, ontbind word of ophou om te funksioneer, moet die bestuurskomitee wat op daardie tydstop bestaan, voortgaan om die Fonds te administreer, en die lede van die komitee wat op daardie datum bestaan, word vir sodanige doeleindes geag lede daarvan te wees; met dien verstande egter dat 'n vakature wat in die komitee ontstaan, deur die Minister uit die geledere van die werkgewers of die werknemers in die bedryf, na gelang van die geval, gevul kan word ten einde te verseker dat daar 'n gelyke getal verteenwoordigers van die werkgewers en die werknemers in die komitee is. Ingeval sodanige komitee nie in staat is nie of onwillig is om sy pligte uit te voer of as daar 'n dooiepunt bereik word wat, volgens die mening van die Minister, die administrasie van die Fonds onuitvoerbaar of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die komitee uit te voer, en sodanige trustee of trustees het vir sodanige doeleindes al die bevoegdhede van die komitee.

(3) By die likwidasië van die Fonds ingevolge subklousule (1) hierbo, moet die gelde wat nog in die krediet van die Fonds staan nadat alle eise teen die Fonds, insluitende administrasie- en likwidasiëkoste, betaal is, in die algemene fondse van die Raad gestort word, en as die Raad alreeds gelikwider en sy bates verdeel is, moet die saldo van die Fonds ooreenkomstig die bepalings van artikel vier-en-dertig (4) van die Wet verdeel word asof dit deel uitgemaak het van die algemene fondse van die Raad.

13. VRYWARING.

Die lede van 'n bestuurskomitee of van 'n subkomitee en die beaamptes en werknemers van die Fonds is nie vir die skulde en verpligtings van die Fonds aanspreeklik nie en hulle word hierby deur die Fonds gevrywaar van alle verliese en uitgawes deur hulle gely en aangegaan in die bona fide uitvoering van hul pligte.

14. AGENTE.

Die Raad stel een of meer persone as agente aan om behulpzaam te wees met die uitvoering van die bepalings van hierdie Ooreenkoms. Dit is die plig van elke werkgewer en elke werknemer om sodanige agent of agente ooreenkomstig die bepalings van die Wet toe te laat om dié navrae te doen en dié boeke en/of dokumente te ondersoek en/of beslag daarop te lê en om dié persone te ondervra wat vir hierdie doel nodig mag wees.

15. EXEMPTIONS.

(1) The Council may grant exemption to or in respect of any person from any of the provisions of this Agreement.

(2) The Council shall fix in respect of any person granted exemption under the provisions of sub-Clause (1) above, the conditions subject to which such exemption is granted and the period during which such exemption shall operate; provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person or persons concerned, withdraw any licence of exemption whether or not the period for which the exemption was granted has expired.

(3) The Secretary of the Council shall issue to every person granted exemption in accordance with the provisions of this clause a licence signed by him setting out—

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions fixed in accordance with the provisions of sub-Clause (2) hereof subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

- (a) number consecutively all licences issued;
- (b) retain a copy of each licence issued; and
- (c) where an exemption is granted to an employee, forward a copy of the licence of exemption to the employer concerned.

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

(6) The Secretary of the Council shall forward to the Department of Labour a copy of all exemptions granted under this clause.

16. EXHIBITION OF AGREEMENT.

Every employer shall keep a legible copy of this Agreement in both official languages in the form prescribed in the regulations under the Act, exhibited in each of his establishments, including receiving depots but excluding vehicles, in a place readily accessible to his employees.

17. ULTRA VIRES.

Should any of the provisions of this Agreement be declared *ultra vires* by any competent court of law, the remaining provisions of this Agreement shall be deemed to be the Agreement and shall remain in force for the unexpired period of this Agreement.

Signed at Johannesburg on behalf of the parties, this 25th day of January, 1960, by virtue of a resolution passed by the Industrial Council on the 13th day of January, 1960, in terms of section thirty-one of the Industrial Conciliation Act, 1956.

JULIUS LEWIN, *Chairman*.
C. A. HENDERSON, *Vice-Chairman*.
R. SCHLACHTER, *Vice-Chairman*.

M. KAGAN, *Secretary*.

15. VRYSTELLINGS.

(1) Die Raad kan aan of ten opsigte van enigeen vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van enigeen aan wie vrystelling kragtens subklousule (1) hierbo verleen word, die voorwaardes waarop sodanige vrystelling verleen word en die tydperk waarvoor sodanige vrystelling geldig is, vasstel; met dien verstande dat die Raad, na goeddunke en nadat een week vooraf skriftelik kennis aan die betrokke persoon gegee is, enige vrystellingsertifikaat kan intrek afgesien daarvan of die tydperk waarvoor die vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling ooreenkomstig die bepalings van hierdie klousule verleen is, 'n sertifikaat uitreik wat deur hom onderteken is en waarin vermeld word—

- (a) die volle naam van die betrokke persoon;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes wat ingevolge die bepalings van subklousule (2) van hierdie klousule vasgestel is en waarop die vrystelling verleen word; en
- (d) die tydperk waarvoor die vrystelling geldig is.

(4) Die Sekretaris van die Raad moet—

- (a) alle sertifikate wat uitgereik word, in volgorde nummer;
- (b) 'n afskrif hou van elke sertifikaat wat uitgereik word; en
- (c) waar vrystelling aan 'n werknemer verleen word, 'n afskrif van die vrystellingsertifikaat aan die betrokke werkgewer stuur.

(5) Elke werkgewer en werknemer moet die bepalings van 'n vrystellingsertifikaat wat ingevolge hierdie klousule uitgereik is, nakom.

(6) Die Sekretaris van die Raad moet 'n afskrif van alle vrystellings wat ingevolge hierdie klousule verleen word, aan die Departement van Arbeid stuur.

16. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale en in die vorm voorgeskryf in die regulasies wat kragtens die Wet opgestel is, en elkeen van sy inrigtings, met inbegrip van ontvangsdepots maar uitgesonderd voertuie, vertoon op 'n plek wat maklik toeganklik vir sy werknemers is.

17. ULTRA VIRES.

As enigeen van die bepalings van hierdie Ooreenkoms deur 'n bevoegde gereghof *ultra vires* verklaar word, word die oorblywende bepalings van hierdie Ooreenkoms geag die Ooreenkoms te wees en bly dit van krag vir die onverstreke tydperk van hierdie Ooreenkoms.

Namens die partye op hede die 25ste dag van Januarie 1960 kragtens artikel *een-en-dertig* van die Wet op Nywerheidsversoening, 1956, in Johannesburg onderteken ingevolge 'n besluit wat die Nywerheidsraad op die 13de dag van Januarie 1960 geneem het.

JULIUS LEWIN, *Voorsitter*.
C. A. HENDERSON, *Ondervoorsitter*.
R. SCHLACHTER, *Ondervoorsitter*.

M. KAGAN, *Sekretaris*.

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