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GENERAL NOTICES ALGEMENE KENNISGEWINGS

NOTICE 1136 OF 1999

DEPARTMENT OF TRADE AND INDUSTRY

CONSUMER AFFAIRS (UNFAIR BUSINESS PRACTICES) ACT, 1988

I, Alexander Erwin, Minister of Trade and Industry, do hereby, in terms of section 10(3) of the Consumer Affairs (Unfair Business Practices) Act, 1988 (Act No. 71 of 1988), publish the report of the Business Practices Committee on the result of an investigation made by the Committee pursuant to General Notice 1950 of 1997 as published in Government Gazette No. 18531 dated 12 December 1997, as set out in the Schedule.

A ERWIN

MINISTER OF TRADE AND INDUSTRY

KENNISGEWING 1136 VAN 1999**DEPARTEMENT VAN HANDEL EN NYWERHEID****WET OP VERBRUIKERSAKE (ONBILLIKE SAKEPRAKTYKE), 1988**

Ek, Alexander Erwin, Minister van Handel en Nywerheid, publiseer hiermee, kragtens artikel 10(3) van die Wet op Verbruikersake (Onbillike Sakepraktyke), 1988 (Wet No. 71 van 1988), die verslag van die Sakepraktykekomitee oor die uitslag van die ondersoek deur die Komitee gedoen kragtens Algemene Kennisgewing No 1950 van 1997 soos gepubliseer in Staatskoerant No. 18531, gedateer 12 Desember 1997, soos in die Bylae uiteengesit.

A ERWIN

MINISTER VAN HANDEL EN NYWERHEID

SCHEDULE • BYLAE

BUSINESS PRACTICES COMMITTEE

**REPORT
IN TERMS OF SECTION 10(1) OF THE
HARMFUL BUSINESS PRACTICES ACT, 1988
(ACT No. 71 OF 1988)**

Report No. 71

**JCS DEVELOPMENT TRADING AS LEISURE CLUB,
B MAHARAJ AND OTHERS**

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1. INTRODUCTION

The Business Practices Committee (the Committee) was established in terms of section 2 of the Harmful Business Practices Act, 71 of 1988 (the Act). The purpose of the Act is to provide for the prohibition or control of harmful business practices. A "harmful business practice" is any business practice that, directly or indirectly, has or is likely to have the effect of harming the relations between businesses and consumers, unreasonably prejudicing any consumer or deceiving any consumer.

The Committee, in terms of section 8(1)(a)⁽¹⁾ of the Act, investigated the business practices of JCS Development (Pty) Ltd (JCS), trading as Leisure Club (Leisure Club), Bishum Dwarika Maharaj (Maharaj) (ID 620509 5167 085) and any director, employee, agent and/or representative of the aforementioned parties relating to the activities of JCS. The sole shareholder and director of JCS Development (Pty) Ltd was Maharaj. The notice of the investigation was published on 12 December 1997 in Government Gazette No.18531 under Notice No.1950.

Before discussing the complaint received by the Committee it might be useful to explain a number of terms used in the time sharing industry, such as timeshare rights pooling systems and points rights, a property-owning trust and the management associations and its functions.

1) In terms of the Act the Committee could undertake a section 8(1)(a) investigation into the business practices of a particular entity or individual. A section 8(1)(a) investigation enables the Committee to make a recommendation to the Minister about the discontinuance of a harmful business practice. Notice of a section 8(1)(a) investigation is published in the Government Gazette.

2. TIMESHARE RIGHTS POOLING SYSTEMS AND POINTS RIGHTS

A timeshare pooling scheme (points club) consists of a number of timesharing weeks or stock "deposited" by timeshare owners in exchange for points in the pool. Further stock for the pool is purchased by the company selling points (the vendor company or the points club) to increase its stock. The increased stock offers the timeshare owners a wider choice of resorts and makes possible the selling of points to other members of the pooling scheme. In a timeshare pooling scheme timeshare rights are derived from agreements reached between the administrator of the pooling scheme and the owner of the timesharing interest.

The Property Timesharing Control Act, 1983 (Act No.75 of 1983) sets out stringent requirements for all timesharing schemes regarding the scheme documentation and the administration of the scheme. In terms of the definition contained the Property Timesharing Control Act, pooling schemes are based on a timeshare scheme under pinned by a trust or a club.

It was stated above that the vendor company purchases timesharing interests. These interests consist of proprietary rights (timeshare weeks) and usage rights (pool points purchased by those that did not contribute any timeshare weeks). The vendor company registers these rights in the name of the property-owning trust.

It was also stated above that the vendor company buys stock or time share weeks for the pool. As a *quid pro quo* the property-owning trust retains the proprietary rights of the timesharing weeks and cedes the use rights (to use the accommodation and facilities of a resort) back to the vendor company as points rights or accommodation credits. This enables the vendor company to sell the use rights to clients. The property-owning trust in which the timeshare interests are registered protects clients' investments.

The points rights or accommodation credits allocated to a specific timesharing interest depends on the grading of the resort, the size of the unit, the resort amenities and the time of the year the unit is available. Vendor companies administering points schemes compile points tables or guides wherein they grade the resorts in which they acquired weeks and allocate points in respect of the usage rights.

To ensure that control is maintained on the points rights and the accommodation held in the trust, the provisions of the Property Timesharing Control Act, Shareblock Control Act, 1980 (Act No. 59 of 1980) and Sectional Titles Act, 1971 (Act No. 66 of 1971) must be adhered to. For example, in a typical points scheme with a registered property trust, the total points annually assigned to a unit are usually ensconced in the constitution of the vendor company. This ensures that the vendor company cannot diminish or increase the value of the usage rights at will.

3. THE MANAGEMENT ASSOCIATION

The management association is the representative body of the members of the pooling scheme. The management association by virtue of its constitution is the beneficiary of the trust thereby completing the commercial circle and contractual relationships of the various parties in the scheme. The absence of a property trust implies that the "points rights" sold to clients have no legal origin. The purpose of the property-owning trust, is to hold title to the weeks for the benefit of the management association.

The management association carries out the duties set out in the constitution of the vendor company as required by the Property Time Share Control Act. These duties *inter alia* include:

- (a) the management and administration of the scheme for the benefit of its members,
- (b) the issuing of points rights to members,
- (c) procuring the proper maintenance of the accommodation and ensuring that the accommodation remains in a state of good repair,
- (d) establishing a levy fund, sufficient in the opinion of the executive committee of the association, for the management, administration and control of the scheme,
- (e) establishing a levy fund for the maintenance, repair and upkeep of the accommodation that shall include all aspects relating to the management of the scheme and the maintenance of the accommodation,
- (f) the administration of the points scheme so that the usage rights are protected,
- (g) administration of reservations made,
- (h) the collection of members' levy fees, and
- (i) to pay levies due to the resorts where the timesharing interests emanate from.

In summary, the vendor company operates the pooling scheme according to the scheme rules. The property-owning trust is constituted to safeguard and hold title to accommodation included in the scheme according to the provisions of the trust deed. The management association consists of members who are holders

of points rights in the scheme. The members are entitled to the use and occupation of the units for a specific time in relation to the number of points purchased.

4. THE COMPLAINT RECEIVED

The activities of JCS and Maharaj came to the attention of the Committee when a consumer who was a member of a timeshare points club ("A"), received a letter from JCS inviting her to join Leisure Club. Leisure Club also operated a timeshare points club. She was informed that she could become a member of Leisure Club at no additional cost and would receive the same number of timeshare usage points as she had with "A". Should she elect to become a member of Leisure Club, the premiums due to "A" would have been paid to Leisure Club. She complained to "A" and "A", on her behalf, referred the matter to the Time Share Institute of South Africa (TISA). TISA raised the issue with JCS and referred the complaint to the Committee. A concern of TISA was that Leisure Club could not provide evidence that they had registered a property-owning trust.

5. THE INVESTIGATION

5.1 ATTEMPTS BY THE COMMITTEE TO INVESTIGATE THE COMPLAINT

Officials of the Committee visited JCS on various occasions and held discussions with Maharaj and his attorney. The investigation by the Committee was frustrated on many occasions. The following serve as examples.

29 April 1996: The Committee received a complaint from (TISA) against Maharaj. The allegations were, *inter alia*, that JCS did not have a registered property trust, the 'Points Rights' being sold to members therefore had no "legal origin", the vendor had not registered with the Estate Agents Board and did not possess a fidelity certificate and that a management association had not been formed.

08 May 1996: The Committee faxed letter to JCS about the complaint received.

13 May 1996: The Committee received a reply from JCS. JCS threatened legal action against TISA.

15 May 1996: The reply of JCS was faxed to TISA.

16 May 1996: TISA sent a fax to the Committee in which it was stated that it would appreciate the assistance of the Committee as it believed that the public was being drawn into the scheme on a daily basis.

17 May 1996: The Committee resolved to undertake a section 4(1)(c)⁽²⁾ investigation.

21 May 1996: Officials visited the offices of the attorney in Durban.

22 May 1996: JCS sent the Committee a fax in which JCS alleged that the trust account (see section 2) was in the process of being registered.

13 June 1996: The Committee received a fax from TISA in which the Committee was requested to conduct a section 8(1)(a) investigation.

12 July 1996: The attorney sent a fax to the Committee in which he referred *inter alia* to sections 23 and 24 of the Constitution of the Republic of South Africa.

22 October 1996: The Committee wrote a letter to the attorney stating *inter alia*:

"Should your client not comply with this request before 8h30 on 24 October 1996 the Committee would be left with no alternative than to publish its intention of formally investigating your client's business activities in the Government Gazette".

24 October 1996: The Committee resolved to undertake a section 8(1)(a) investigation in terms of the Act into the business practices of Maharaj.

28 October 1996: The Committee received a letter from the attorney in which he stated that he would revert to the Committee in due course.

04 November 1996: The attorney faxed a letter to the Committee. He said that his client's instruction was that he would bring an application against "... such official in his personal capacity; report the matter to Adv. Selby Baqwa; and refer the matter to the Minister of Trade and Industry for an enquiry".

21 November 1996: The Committee invited Maharaj and his attorney to meet the Committee on 5 December 1996.

-
- (2) In terms of the Act the Committee could undertake a section 4(1)(c) or a section 8(1)(a) investigation into the business practices of a particular entity or individual. A section 4(1)(c) investigation enables the Committee to make such preliminary investigation as it may consider necessary into, or confer with any interested party in connection with, any harmful business practice which allegedly exists or may come into existence. Notice of section 4(1)(c) investigations is not published in the Government Gazette as opposed to section 8(1)(a) investigations. The purpose of section 4(1)(c) investigations is to enable the Committee to make a more informed decision as to whether a section 8(1)(a) investigation is called for. The Minister of Trade and Industry is not empowered to make any decisions on the strength of a section 4(1)(c) investigation. He may do so in terms of a section 8 investigation.

28 November 1996: The attorney informed the Committee the following: "Our client will not be attending (the meeting on 5 December 1996) but will expect a written report once the meeting has been held".

21 January 1997: An official called the attorney and it was agreed that a meeting would be held at the offices of the attorney on 20 February 1997. The meeting of 20 February 1997 was attended by the Maharaj, the attorney and two officials. On the same date the attorney wrote to the Committee stating that his client "... hereby gives his irrevocable and unequivocal undertaking to comply with the code" and "We will be forwarding you all other requirements relating to the trust account, audited certificates, stock holding and constitution".

22 May 1997: The Committee received two more complaints against Leisure Club.

27 October 1997: The Committee received a fax from TISA dated 24 October 1997 stating that "... despite various letters sent to the attorney as well as the company concerned, we have not received as much as the courtesy of a response in this matter".

On the same day the Committee wrote to the attorney that, in view of the fact that:

"... the Committee had already resolved on 24 October 1996, more than a year ago, to undertake a section 8(1)(a) investigation in terms of the Act into the business practices of your client,

your client gave his irrevocable and unequivocal undertaking to comply with the code and that you would be forwarding all other requirements relating to the trust account, audited certificates, stock holding and constitution as arranged during our meeting in Durban on 20 February 1997, and

the required information and documents have not yet been furnished to the BPC,

it is clear that the Committee have bent over backwards to accommodate your client. A summary of events would be put to the meeting of the Committee on 19 November 1997 and the Committee would probably confirm to proceed with the section 8(1)(a) investigation".

5.1.2 The attorney of Maharaj withdraws as attorney of record

In a letter dated 10 November 1997 the attorney *inter alia* wrote the following to the Committee: "Be that as it may, our mandate has ended and our files are now closed".

On 20 November 1997 he again advised the Committee: "Please liaise with JCS

Developments directly". However, the Committee again received letters from the attorney dated 24 November 1997 and 8 December 1997 which seemed to indicate that he again represented Maharaj.

On 20 February 1997 he stated in a letter to the Committee that his client "... gives his irrevocable and unequivocal undertaking to comply with the code". In a letter dated 19 December 1997 to the attorney the Committee wrote: "Now your client contends that he does not know in what respects he is in breach of the code. He must have known in February 1997 in what respects the code was breached, otherwise he could not have given an undertaking to comply with the code".

Also on 19 December 1997 the Committee said that officials of the Committee should meet with the attorney and Maharaj at his offices to finalise the investigation. It was put to the attorney that rather than a vague "undertaking to comply with the code", his client could spell out exactly what he will comply with and when he would do so.

5.2 THE INVESTIGATION CONTINUED

It was established that the structures which were set in place according to the constitution of the club were non-operational. For example, the non registration of a property-owning trust. This resulted in point rights being sold to clients of which the weeks were still registered in the name of the owners of the weeks or JCS. This concerned the Committee because as sole shareholder Maharaj owned these weeks and not the property-owning trust as required by the Property Time Share Control Act. Maharaj also did not see to it that a management association was put in place. He administered Leisure Club as a management association, in spite of the sales agreements specifying that he (JCS) could not be involved with the managing association. The structures that did exist, were cumbersome and ineffectual.

The members were at risk as to both the assets of Leisure Club (the non-registration of a property-owning trust) and the making of reservations at the resorts. It was also evident from the levy statements that the fees collected from Leisure Club's members, could not meet the levy commitments of the different resorts. The non-payment of these levies resulted in the accommodation rights of the units not being available to clients.

At some stage after the commencement of the investigation, Maharaj did register a trust. This trust, however, was not a property-owning trust, but resembled a "family" trust with Maharaj as the only trustee. He thus had sole discretion over funds. The trust registered by him defeated the requirement of a property-owning trust. It was found that a significant portion of the stock of Leisure Club consisted of weeks ceded to the "family trust". This put the members that had bought points at severe risk.

An important marketing strategy employed by pooling schemes is that members need not purchase sufficient points to buy a full week's accommodation. They are afforded the opportunity to buy fewer points at a time which could be supplemented at a later stage. The lesser number of points bought could also be accumulated by the client which would enable him to enjoy a week's accommodation, say every second year. Another marketing strategy is that members could visit any resort of their choice and they were not limited to the resort where they have originally bought a timeshare week. These two marketing strategies were also exercised by JCS. However, the successful application thereof was possible only if JCS has had stock available at the timeshare resort requested by the member.

JCS had bought weeks in various resorts and a number of weeks were ceded to JCS. This represented 20 resorts in which JCS had at its disposal 92 weeks. Yet, most of these weeks were not transferred to JCS and were still registered in the names of clients. Thus, a number of weeks were registered in the name of JCS and other in the names of the original owners. The weeks had to be transferred to a property-owning trust to ensure that members that bought points indeed had assets. JCS sold points rights to 118 clients. The available stock did not match or exceed the stock acquired by clients. Several clients of JCS were still indebted to JCS because the latter financed their purchases of points. Others were also considerably in arrears with payment of their annual membership fees to Leisure Club due to the latter's inadequate administration of the scheme. A brochure used in the marketing of the scheme showed 90 different resorts, each with an allocation of 52 weeks per unit. This was not true and could have misled clients.

The constitution of the management association only followed the basic provisions contained in pooling schemes. There was no protection for the clients because the constitution did not provide for meetings of the association. The constitution also stated that the one trustee at date of the adoption of the constitution would be the sole executive committee member. The owners in the scheme apparently had no representation whatsoever in the management association.

There were also provisions in the constitution that the executive committee dispose of the sole and exclusive right to amend the constitution and to set the rules pertaining to the generation of income and the allocation of expenditure. Maharaj was the only director of JCS, trustee of the "family" trust, and member of the executive committee. Maharaj could therefor change the constitution when and how he saw fit.

A further concern of the Committee was the provision in the sale agreements that JCS would, free of charge, increase the points purchased by a member by 50

percent every third year. The effect of this provision was that JCS was obligated to buy additional weeks to enable the allocation of these additional points. The additional points did not generate any income for JCS and represented an indirect expenditure. This provision seriously jeopardized the points availability and stock.

6. THE COMMITTEE'S CODE OF CONDUCT FOR THE TIME-SHARING INDUSTRY

Where a time sharing scheme is based on a club or a trust, and the rights of members are expressed in points, such schemes, in terms of the Committee's Consumer Code for the Time-Sharing Industry must furnish the Committee with a certificate from an auditor verifying the following.

- (a) The stock of time sharing held by the club/trust is sufficient to satisfy the number of points or rights held by club/trust members. The certificate must indicate the average points or similar identification system, required by such member to occupy peak, mid and low season weeks, the number of weeks held and the number of members which fall into these three categories, with due regard to the grading system used by the time sharing scheme.
- (b) The levies due and payable by the club/trust have been paid.
- (c) Systems employed by the club/trust are capable of performing, monitoring and executing the functions, control and provisions contained in the club/trust's scheme documentation.
- (d) They shall furnish the auditor's certificate within six months of such time sharing being offered for alienation by the club/trust time sharing scheme, and shall thereafter be furnished at six monthly intervals.
- (e) The alienation of time sharing in such a club/trust time sharing scheme shall provide prospective purchasers at each point of sale with a schedule reflecting the names of the resorts, and also the number of weeks in those resorts held by the club/trust time sharing scheme. Such schedule shall reflect a minimum number of resorts/weeks so held. It shall not be a contravention if in fact the club/trust scheme held more than the stock of time sharing so described, at the time of sale.

Maharaj did not comply with any of these provisions.

Maharaj indicated that he was aware of the shortcomings of his scheme, both in terms of structure and operation. He said that he would accept the merging of Leisure Club with an existing points pooling scheme which is also a member of TISA. Such a step would ensure the protection of the owners' timesharing interests.

7. CONCLUSION AND RECOMMENDATION

The contracts entered into by consumers with Leisure Club were to their extreme disadvantage. Leisure Club was an inappropriate vehicle for these types of agreements. The accounting, management and administrative practices of Leisure Club were insufficient. No grounds justifying the practices in the public interest have been found.

The Committee finds that the business practices of Maharaj and Leisure Club constitute harmful business practices. It has been shown that the parties were not able to manage a pooling system. If the parties were to be allowed to operate a similar scheme, it is likely that an unsuspecting public would be exposed to further losses.

It is accordingly recommended that the Minister -

- (a) under section 12(1)(b) of the Act declares unlawful the business practice whereby JCS Development (Pty) Ltd, trading as Leisure Club and Bishum Dwarika Maharaj administer or manage a pooling scheme, that is, a scheme whereby -
 - (i) the parties, or any business in which the parties have any interest, acquire or offer to acquire, either on their own or its behalf or on behalf of a third party, any right to or interest in the exclusive use or occupation, during determined or determinable periods during any year, of accommodation; and
 - (ii) the parties, or any business in which the parties have any interest, confer or purport to confer on any person any right to or interest in the exclusive use or occupation, during determined or determinable periods during any year, of accommodation;
- (b) under section 12 (1)(c) of the Act direct the parties to refrain from the application or continuation of any business practice as described in paragraph (a) above, and to cease to have any interest in a business or type of business which applies to such a business

practice or to derive any income therefrom and to refrain from at any time obtaining any interest in or deriving any income from a business or type of business applying such a business practice.

This prohibition by the Minister will not apply should JCS Development (Pty) Ltd, trading as Leisure Club and Bishum Dwarika Maharaj or any employee, agent or representative of a business in which they have an interest, in the course of business, sell or offer for sale any type of timeshare or pooling scheme to the public or receive funds from potential timeshares or timeshare rights pooling schemes from buyers while complying with the conditions of full membership or associate membership of the Time Share Institute of South Africa.

LOUISE A TAGER

CHAIRMAN : BUSINESS PRACTICES COMMITTEE

22 April 1999

NOTICE 1137 OF 1999**DEPARTMENT OF TRADE AND INDUSTRY****CONSUMER AFFAIRS (UNFAIR BUSINESS PRACTICES) ACT, 1988**

I, Alexander Erwin, Minister of Trade and Industry, after having considered a report by the Business Practices Committee in relation to an investigation of which notice was given in Notice 1950 published in Government Gazette No. 18531 of 12 December 1997, which report was published in Notice 1136 in Government Gazette No. 20170 of 10 June 1999, and being of the opinion that a harmful business practice exists which is not justified in the public interest, do hereby exercise my powers in terms of section 12(1)(b) and (c) of the Consumer Affairs (Unfair Business Practices) Act, 1988 (Act No. 71 of 1988), as set out in the Schedule.

A ERWIN**MINISTER OF TRADE AND INDUSTRY**

SCHEDULE

In this notice, unless the context indicates otherwise -

"harmful business practice" means the administering or managing of a timeshare rights pooling scheme whereby-

- (i) the parties, or any business in which the parties have any interest, acquire or offer to acquire, either on their own or its behalf or on behalf of a third party, any right to or interest in the exclusive use or occupation, during determined or determinable periods during any year, of accommodation; and**
- (ii) the parties, or any business in which the parties have any interest, confer or purport to confer on any person any right to or interest in the exclusive use or occupation, during determined or determinable periods during any year, of accommodation;**

unless the parties comply with the conditions of full membership or associate membership of the Timeshare Institute of South Africa.

"the parties" means JCS Development (Pty) Ltd, trading as Leisure Club, Bishum Dwarika Maharaj (ID 620509 5167 085), and any employee, agent or representative of any of the above-mentioned.

- 1. The harmful business practice is hereby declared unlawful in respect of the parties.**
- 2. The parties are hereby directed to -**
 - (a) refrain from applying the harmful business practice;**
 - (b) cease to have any interest in a business or type of business which applies the harmful business practice or to derive any income there from;**
 - (c) refrain from at any time applying the harmful business practice; and**
 - (d) refrain from at any time obtaining any interest in or deriving any income from a business or type of business applying the harmful business practice.**
- 3. This notice shall come into operation upon the date of publication hereof.**

KENNISGEWING 1137 VAN 1999**DEPARTEMENT VAN HANDEL EN NYWERHEID****WET OP VERBRUIKERSAKE (ONBILLIKE SAKEPRAKTYKE), 1988**

Ek, Alexander Erwin, Minister van Handel en Nywerheid, na oorweging van 'n verslag deur die Sakepraktykekomitee met betrekking tot 'n ondersoek waarvan in Kennisgewing No.1950 in Staatskoerant No. 18531 van 12 Desember 1997 kennis gegee is, welke verslag gepubliseer is by Kennisgewing 1136 in Staatskoerant No. 20170 van 10 Junie 1999 is van oordeel dat 'n skadelike sakepraktyk bestaan wat nie in die openbare belang geregverdig is nie, en oefen hiermee my bevoegdheid uit kragtens artikel 12(1)(b) en (c) van die Wet op Verbruikersake (Onbillike Sakepraktyke), 1988 (Wet No. 71 van 1988), soos in die Bylae uiteengesit.

A ERWIN**MINISTER VAN HANDEL EN NYWERHEID**

BYLAE

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

"die partye" JCS Development (Pty) Ltd, handeldrywend as Leisure Club, Bishum Dwarika Maharaj (ID 620509 5167 085), en enige werknemer, agent of verteenwoordiger van enige van die bogenoemde.

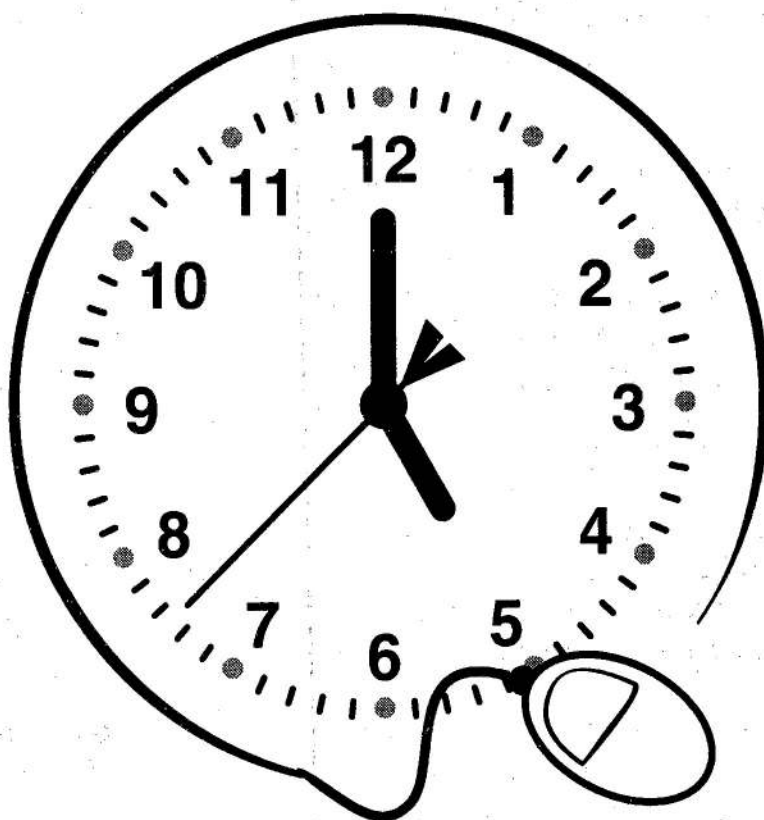
"skadelike sakepraktyk" die administreer of bestuur van 'n tyddeelregte poelskema waarby -

- (i)** die partye of enige besigheid waarin die partye enige belang het, self of namens hulle of namens 'n derde party, enige reg op of belang in die uitsluitlike gebruik of okkupasie van akkommodasie gedurende vasgestelde of vasstelbare tydperke gedurende enige jaar, verkry of aanbied om te verkry; en
- (ii)** die partye, of enige besigheid waarin die partye enige belang het, aan enige persoon enige reg op of belang in die uitsluitlike gebruik of okkupasie van akkommodasie gedurende vasgestelde of vasstelbare tydperke gedurende enige jaar verleen of voorgee om te verleen,

tensy die partye voldoen aan die voorwaardes van volle lidmaatskap of meegaande lidmaatskap van die Tyddeelinstituut van Suid Afrika nie.

- 1.** Die skadelike sakepraktyk word hiermee ten opsigte van die partye onwettig verklaar.
- 2.** Die partye word hiermee gelas om -
 - (a)** af te sien van die toepassing van die skadelike sakepraktyk;
 - (b)** op te hou om enige belang in 'n besigheid of tipe besigheid te hê wat die skadelike sakepraktyk bedryf, of om enige inkomste daaruit te verkry;
 - (c)** te gener tyd die skadelike sakepraktyk te bedryf nie; en
 - (d)** te gener tyd enige belang in 'n besigheid of tipe besigheid wat die skadelike sakepraktyk bedryf te bekom nie, of om enige inkomste daaruit te verkry nie.
- 3.** Die kennisgewing tree in werking op die datum van publikasie hiervan.

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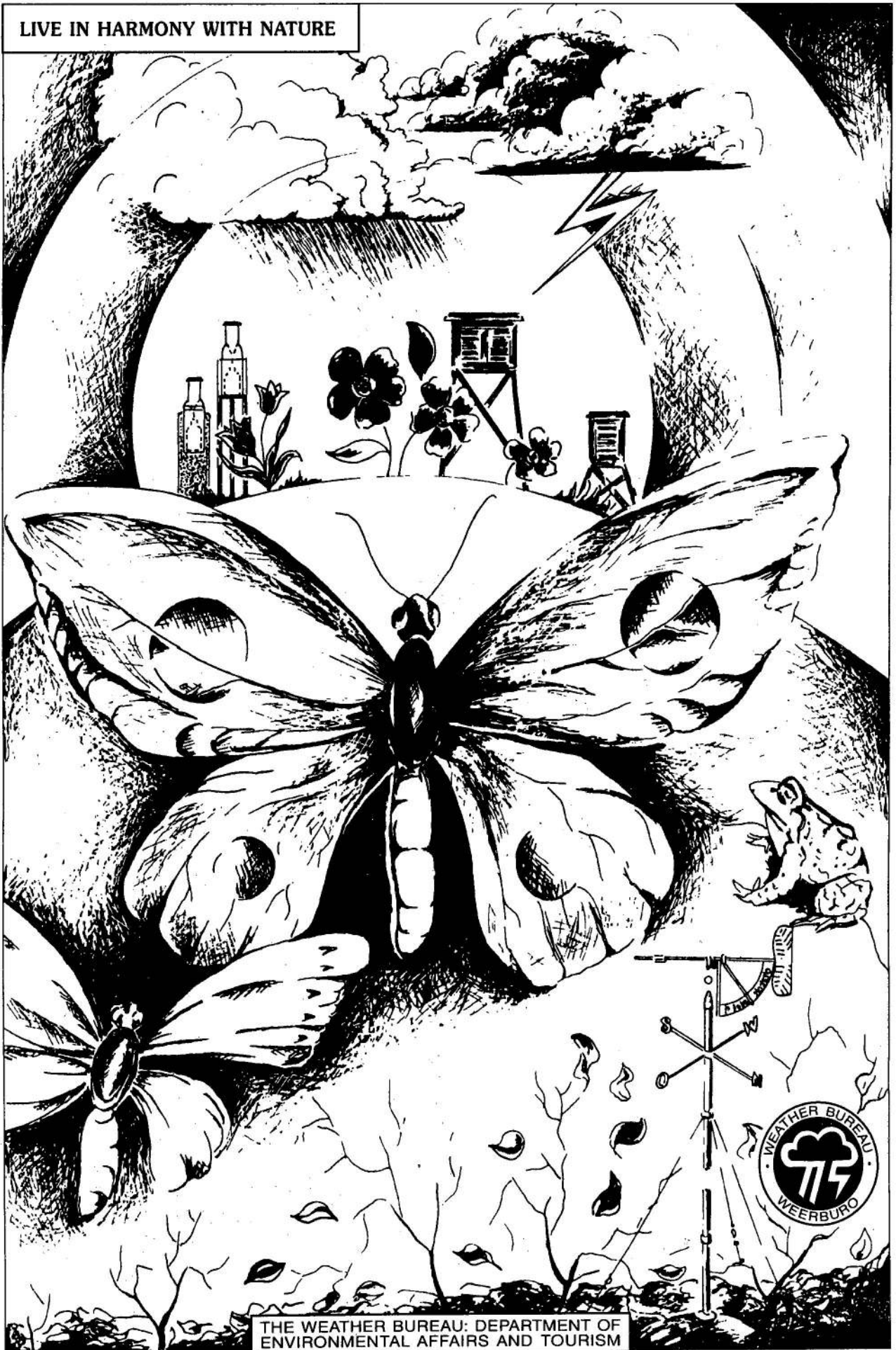
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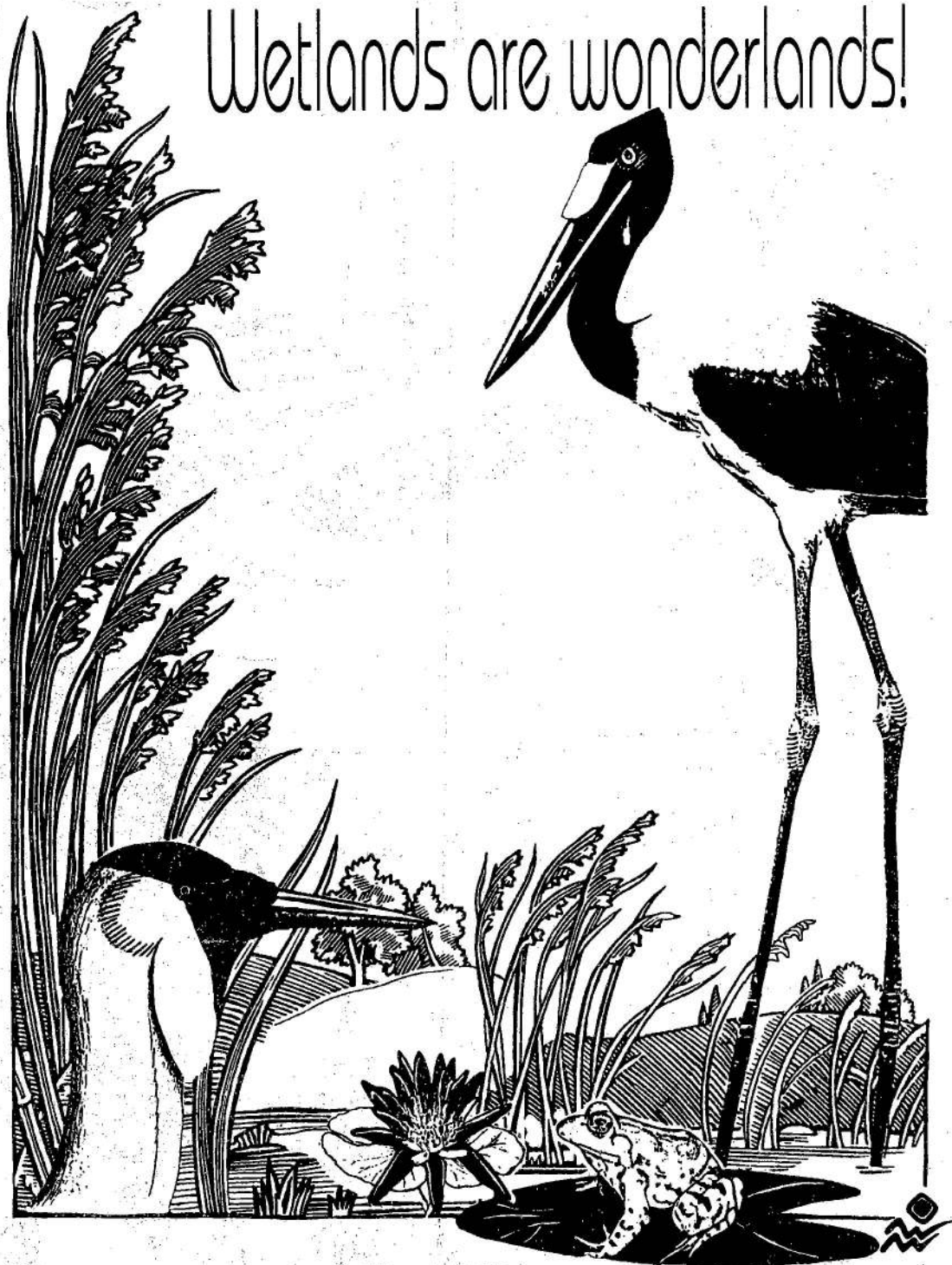
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THE WEATHER BUREAU: DÉPARTEMENT OF ENVIRONMENTAL AFFAIRS & TOURISM
DIE WEERBURO: DÉPARTEMENT VAN OMGEWINGSAKE EN TOERISME



Wetlands are wonderlands!



Department of Environmental Affairs and Tourism

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