



Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Vol. 681

4

March
Maart

2022

No. 46000

PART 1 OF 3

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ISSN 1682-5845



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No FUTURE QUERIES WILL BE HANDLED IN CONNECTION WITH THE ABOVE.

Contents

<i>No.</i>	<i>Gazette No.</i>	<i>Page No.</i>
------------	------------------------	---------------------

GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS**Agriculture, Land Reform and Rural Development, Department of / Landbou, Grondhervorming en Landelike Ontwikkeling, Departement van**

1817	Marketing of Agricultural Products Act (47/1996), as amended: Table Eggs Industry – Correction Notice.....	46000	14
1818	Animal Identification Act (6/2002): Regulations: Amendment.....	46000	15
1819	Restitution of Land Rights Act (22/1994), as amended: Kopje Alleen 726 JT	46000	17
1820	Restitution of the Land Rights Act (22/1994), as amended: Rietvley 488 IS.....	46000	20

Trade, Industry and Competition, Department of / Handel, Nywerheid en Kompetisie, Departement van

1821	Competition Act (89/1998): Notification to approve with conditions the transaction involving: AIH Limited and Kwikspace Modular Buildings Proprietary Limited	46000	22
1822	Competition Act (89/1998): Notification to approve with conditions the transaction involving: Bright Minerals Proprietary Limited and Afarak Mogale Proprietary Limited	46000	29
1823	Competition Act (89/1998): Notification to prohibit the transaction involving: The ECP Africa Fund IV LLC and ECP Africa Fund IV A LLC and The Burger King (South Africa) RF (Pty) Ltd and Grand Foods Meat Plant (Pty) Ltd	46000	39
1824	Competition Act (89/1998): Notification to approve with conditions the transaction involving: Compagnie de Saint-Gobain S.A. and The Chryso Group	46000	50
1825	Competition Act (89/1998): Notification of closed conditional merger approvals 1 April 2021 – 30 September 2021	46000	59
1826	Competition Act (89/1998): Notification to approve with conditions the transaction involving: Epiroc Canda Holding Inc. and Minerp Holdings Inc	46000	66
1827	Competition Act (89/1998): Notification to approve with conditions the transaction involving: Jas Worldwide Omni-Channel, LLC and Tigers Limited.....	46000	74
1828	Competition Act (89/1998): Notification to approve with conditions the transaction involving: K2021511200 (South Africa) Proprietary Limited and Consolidated Steel Industries Proprietary Limited.....	46000	81
1829	Competition Act (89/1998): Notification to approve with conditions the transaction involving: Ladismith Cheese Company Proprietary Limited and Mooivallei Suiwel Proprietary Limited	46000	91
1820	Competition Act (89/1998): Notification to approve with conditions the transaction involving: NCR Corporation and Cardtronics PLC.....	46000	101
1831	Competition Act (89/1998): Notification to approve with conditions the transaction involving: Rhodes Food Group Foods Proprietary Limited and The Frozen Food Business of Pioneer Foods Wellingtons Proprietary Limited	46000	110
1832	Competition Act (89/1998): Notification to approve with conditions the transaction involving: Séché Holdings SA Proprietary Limited and Spill Tech Group Holdings Proprietary Limited.....	46000	124
1833	Competition Act (89/1998): Notification to approve with conditions the transaction involving: South Africa Industrial Group Proprietary Limited and Paul Bayvel Eyethu Sales Proprietary Limited	46000	141
1834	Competition Act (89/1998): Notification to approve with conditions the transaction involving: The Capital Apartments and Hotels Group Proprietary Limited and IFA Fair-Zim Hotel and Resort Proprietary Limited ("Zimbali")	46000	150
1835	Competition Act (89/1998): Notification to approve with conditions the transaction involving: Volaris Group Inc and Adapt IT Holdings Limited	46000	158
1836	Competition Act (89/1998): Notification to approve with conditions the transaction involving: Herens Holdco AG and Lonza's Specialty Ingredients Business, including its relevant subsidiaries	46000	172
1837	Competition Act (89/1998): Notification to approve with conditions the transaction involving: One & Only Cape Town FZE and One & Only Cape Town Holdings (RF) (Pty) Ltd.....	46000	183

Health, Department of / Gesondheid, Departement van

1838	Health Professions Act (56/1974): Regulations relating to the qualifications for the registration of Dental Assistants: Amendment	46000	192
1839	Diseases in Mines and Works Act (78/1973): Increase of pension benefits.....	46000	194

1839	Wet op Bedryfsiektes in Myne en Bedrywe (78/1973): Verhoging van pensioen voordele	46000	195
Higher Education and Training, Department of / Gesondheid, Departement van			
1840	Higher Education Act (101/1997): Amendment to the Statute of the University of Cape Town	46000	196
Home Affairs, Department of / Binnelandse Sake, Departement van			
1841	Births and Deaths Registration Act (51/1992): Alteration of forenames in terms of section 24	46000	199
1842	Births and Deaths Registration Act (51/1992): Alteration of surnames in terms of section 26	46000	211
South African Revenue Service / Suid-Afrikaanse Inkomstediens			
1843	Income Tax Act, 1962 (Act No. 58 of 1962): Determination of the daily amount in respect of meals and incidental costs for purposes of section 8(1) of the Income Tax Act	46000	227
1843	Inkomstebelastingwet, 1962 (Wet No. 58 van 1962): Bepaling van daaglikse bedrag ten opsigte van etes en toevallige uitgawes vir doeleindes van artikel 8(1) van die Inkomstebelastingwet	46000	228
1844	Income Tax Act, 1962 (Act No. 58 of 1962): Determination of the Daily Amount in respect of Meals and Incidental Costs for purposes of Section 8 (1) of the Income Tax Act	46000	231
1844	Inkomstebelastingwet, 1962 (Wet No. 58 van 1962): Bepaling van dagtoelae ten opsigte van Etes en Toevallige Uitgawes vir doeleindes van Artikel 8 (1) van die Inkomstebelastingwet	46000	233
Sports, Arts and Culture, Department of / Sport, Kuns en Kultuur, Departement van			
1845	National Heritage Resources Act (25/1999): Declaration of the Winnie Madikizela Mandela House as a National Heritage Site	46000	240

GENERAL NOTICES • ALGEMENE KENNISGEWINGS

National Treasury / Nasionale Tesourie			
864	Public Finance Management Act, 1999 (Act No. 1 of 1999) : Rate of Interest on Government Loans	46000	242
Public Works and Infrastructure, Department of / Openbare Werke en Infrastruktuur, Departement van			
865	Property Valuers Profession Act (47/2000): Rule Amendment to Rules for Property Valuers Profession 2022	46000	243
Trade, Industry and Competition, Department of / Handel, Nywerheid en Kompetisie, Departement vann			
866	Consumer Protection Act: Publication of draft amendment of consumer goods and services industry code in terms of section 82 (3) (a) of the CPA	46000	244

BOARD NOTICES • RAADSKENNISGEWINGS

221	Pan South African Language Boardact of 1995 (Act No. 59 of 1995 as amended by Act No. 10 of 1999): Call for comment: English National Lexicography Unit	46000	252
221	Wet op Pan Suid-Afrikaanse Taalraad van 1995 (Wet No. 59 van 1995 soos gewysig deur Wet No. 10 van 1999): Oproep om kommentaar: Nasionale Taalraad vir Afrikaans	46000	253
222	Audit Profession Act, No 26 of 2005: Fees Payable	46000	255
223	SPCA Act: National Council of Societies for the prevention of cruelty to animals	46000	259



government
printing

Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICA

HIGH ALERT: SCAM WARNING!!!

TO ALL SUPPLIERS AND SERVICE PROVIDERS OF THE GOVERNMENT PRINTING WORKS

It has come to the attention of the *GOVERNMENT PRINTING WORKS* that there are certain unscrupulous companies and individuals who are defrauding unsuspecting businesses disguised as representatives of the *Government Printing Works (GPW)*.

The scam involves the fraudsters using the letterhead of *GPW* to send out fake tender bids to companies and requests to supply equipment and goods.

Although the contact person's name on the letter may be of an existing official, the contact details on the letter are not the same as the *Government Printing Works*. When searching on the Internet for the address of the company that has sent the fake tender document, the address does not exist.

The banking details are in a private name and not company name. Government will never ask you to deposit any funds for any business transaction. *GPW* has alerted the relevant law enforcement authorities to investigate this scam to protect legitimate businesses as well as the name of the organisation.

Example of e-mails these fraudsters are using:

PROCUREMENT@GPW-GOV.ORG

Should you suspect that you are a victim of a scam, you must urgently contact the police and inform the *GPW*.

GPW has an official email with the domain as @gpw.gov.za

Government e-mails DO NOT have org in their e-mail addresses. All of these fraudsters also use the same or very similar telephone numbers. Although such number with an area code 012 looks like a landline, it is not fixed to any property.

GPW will never send you an e-mail asking you to supply equipment and goods without a purchase/order number. *GPW* does not procure goods for another level of Government. The organisation will not be liable for actions that result in companies or individuals being resultant victims of such a scam.

Government Printing Works gives businesses the opportunity to supply goods and services through RFQ / Tendering process. In order to be eligible to bid to provide goods and services, suppliers must be registered on the National Treasury's Central Supplier Database (CSD). To be registered, they must meet all current legislative requirements (e.g. have a valid tax clearance certificate and be in good standing with the South African Revenue Services - SARS).

The tender process is managed through the Supply Chain Management (SCM) system of the department. SCM is highly regulated to minimise the risk of fraud, and to meet objectives which include value for money, open and effective competition, equitability, accountability, fair dealing, transparency and an ethical approach. Relevant legislation, regulations, policies, guidelines and instructions can be found on the tender's website.

Fake Tenders

National Treasury's CSD has launched the Government Order Scam campaign to combat fraudulent requests for quotes (RFQs). Such fraudulent requests have resulted in innocent companies losing money. We work hard at preventing and fighting fraud, but criminal activity is always a risk.

How tender scams work

There are many types of tender scams. Here are some of the more frequent scenarios:

Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to a company to invite it to urgently supply goods. Shortly after the company has submitted its quote, it receives notification that it has won the tender. The company delivers the goods to someone who poses as an official or at a fake site. The Department has no idea of this transaction made in its name. The company is then never paid and suffers a loss.

OR

Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to Company A to invite it to urgently supply goods. Typically, the tender specification is so unique that only Company B (a fictitious company created by the fraudster) can supply the goods in question.

Shortly after Company A has submitted its quote it receives notification that it has won the tender. Company A orders the goods and pays a deposit to the fictitious Company B. Once Company B receives the money, it disappears. Company A's money is stolen in the process.

Protect yourself from being scammed

- If you are registered on the supplier databases and you receive a request to tender or quote that seems to be from a government department, contact the department to confirm that the request is legitimate. Do not use the contact details on the tender document as these might be fraudulent.
- Compare tender details with those that appear in the Tender Bulletin, available online at www.gpwonline.co.za
- Make sure you familiarise yourself with how government procures goods and services. Visit the tender website for more information on how to tender.
- If you are uncomfortable about the request received, consider visiting the government department and/or the place of delivery and/or the service provider from whom you will be sourcing the goods.
- In the unlikely event that you are asked for a deposit to make a bid, contact the SCM unit of the department in question to ask whether this is in fact correct.

Any incidents of corruption, fraud, theft and misuse of government property in the *Government Printing Works* can be reported to:

Supply Chain Management: Ms. Anna Marie Du Toit, Tel. (012) 748 6292.
Email: Annamarie.DuToit@gpw.gov.za

Marketing and Stakeholder Relations: Ms Bonakele Mbhele, at Tel. (012) 748 6193.
Email: Bonakele.Mbhele@gpw.gov.za

Security Services: Mr Daniel Legoabe, at tel. (012) 748 6176.
Email: Daniel.Legoabe@gpw.gov.za

Closing times for **ORDINARY WEEKLY** **GOVERNMENT GAZETTE** **2022**

*The closing time is **15:00** sharp on the following days:*

- **31 December 2021**, Friday for the issue of Friday **07 January 2022**
- **07 January**, Friday for the issue of Friday **14 January 2022**
- **14 January**, Friday for the issue of Friday **21 January 2022**
- **21 January**, Friday for the issue of Friday **28 January 2022**
- **28 January**, Friday for the issue of Friday **04 February 2022**
- **04 February**, Friday for the issue of Friday **11 February 2022**
- **11 February**, Friday for the issue of Friday **18 February 2022**
- **18 February**, Friday for the issue of Friday **25 February 2022**
- **25 February**, Friday for the issue of Friday **04 March 2022**
- **04 March**, Friday for the issue of Friday **11 March 2022**
- **11 March**, Friday for the issue of Friday **18 March 2022**
- **17 March**, Thursday for the issue of Friday **25 March 2022**
- **25 March**, Friday for the issue of Friday **01 April 2022**
- **01 April**, Friday for the issue of Friday **08 April 2022**
- **07 April**, Thursday for the issue of Thursday **14 April 2022**
- **13 April**, Wednesday for the issue of Friday **22 April 2022**
- **21 April**, Thursday for the issue of Friday **29 April 2022**
- **28 April**, Thursday for the issue of Friday **06 May 2022**
- **06 May**, Friday for the issue of Friday **13 May 2022**
- **13 May**, Friday for the issue of Friday **20 May 2022**
- **20 May**, Friday for the issue of Friday **27 May 2022**
- **27 May**, Friday for the issue of Friday **03 June 2022**
- **03 June**, Friday for the issue of Friday **10 June 2022**
- **09 June**, Thursday for the issue of Friday **17 June 2022**
- **17 June**, Friday for the issue of Friday **24 June 2022**
- **24 June**, Friday for the issue of Friday **01 July 2022**
- **01 July**, Friday for the issue of Friday **08 July 2022**
- **08 July**, Friday for the issue of Friday **15 July 2022**
- **15 July**, Friday for the issue of Friday **22 July 2022**
- **22 July**, Friday for the issue of Friday **29 July 2022**
- **29 July**, Friday for the issue of Friday **05 August 2022**
- **04 August**, Thursday for the issue of Friday **12 August 2022**
- **12 August**, Friday for the issue of Friday **19 August 2022**
- **19 August**, Friday for the issue of Friday **26 August 2022**
- **26 August**, Friday for the issue of Friday **02 September 2022**
- **02 September**, Friday for the issue of Friday **09 September 2022**
- **09 September**, Friday for the issue of Friday **16 September 2022**
- **16 September**, Friday for the issue of Friday **23 September 2022**
- **23 September**, Friday for the issue of Friday **30 September 2022**
- **30 September**, Friday for the issue of Friday **07 October 2022**
- **07 October**, Friday for the issue of Friday **14 October 2022**
- **14 October**, Friday for the issue of Friday **21 October 2022**
- **21 October**, Friday for the issue of Friday **28 October 2022**
- **28 October**, Friday for the issue of Friday **04 November 2022**
- **04 November**, Friday for the issue of Friday **11 November 2022**
- **11 November**, Friday for the issue of Friday **18 November 2022**
- **18 November**, Friday for the issue of Friday **25 November 2022**
- **25 November**, Friday for the issue of Friday **02 December 2022**
- **02 December**, Friday for the issue of Friday **09 December 2022**
- **08 December**, Thursday for the issue of Thursday **15 December 2022**
- **15 December**, Thursday for the issue of Friday **23 December 2022**
- **22 December**, Thursday for the issue of Friday **30 December 2022**

LIST OF TARIFF RATES FOR PUBLICATION OF NOTICES

COMMENCEMENT: 1 APRIL 2018

NATIONAL AND PROVINCIAL

Notice sizes for National, Provincial & Tender gazettes 1/4, 2/4, 3/4, 4/4 per page. Notices submitted will be charged at R1008.80 per full page, pro-rated based on the above categories.

Pricing for National, Provincial - Variable Priced Notices		
Notice Type	Page Space	New Price (R)
Ordinary National, Provincial	1/4 - Quarter Page	252.20
Ordinary National, Provincial	2/4 - Half Page	504.40
Ordinary National, Provincial	3/4 - Three Quarter Page	756.60
Ordinary National, Provincial	4/4 - Full Page	1008.80

EXTRA-ORDINARY

All Extra-ordinary National and Provincial gazette notices are non-standard notices and attract a variable price based on the number of pages submitted.

The pricing structure for National and Provincial notices which are submitted as **Extra ordinary submissions** will be charged at **R3026.32** per page.

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GOVERNMENT PRINTING WORKS - BUSINESS RULES

The **Government Printing Works (GPW)** has established rules for submitting notices in line with its electronic notice processing system, which requires the use of electronic *Adobe Forms*. Please ensure that you adhere to these guidelines when completing and submitting your notice submission.

CLOSING TIMES FOR ACCEPTANCE OF NOTICES

1. The *Government Gazette* and *Government Tender Bulletin* are weekly publications that are published on Fridays and the closing time for the acceptance of notices is strictly applied according to the scheduled time for each gazette.

2. Please refer to the Submission Notice Deadline schedule in the table below. This schedule is also published online on the Government Printing works website www.gpwnonline.co.za

All re-submissions will be subject to the standard cut-off times.

All notices received after the closing time will be rejected.

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
National Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Regulation Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Petrol Price Gazette	Monthly	Tuesday before 1st Wednesday of the month	One day before publication	1 working day prior to publication
Road Carrier Permits	Weekly	Friday	Thursday 15h00 for next Friday	3 working days prior to publication
Unclaimed Monies (Justice, Labour or Lawyers)	January / September 2 per year	Last Friday	One week before publication	3 working days prior to publication
Parliament (Acts, White Paper, Green Paper)	As required	Any day of the week	None	3 working days prior to publication
Manuals	Bi- Monthly	2nd and last Thursday of the month	One week before publication	3 working days prior to publication
State of Budget (National Treasury)	Monthly	30th or last Friday of the month	One week before publication	3 working days prior to publication
<i>Extraordinary Gazettes</i>	As required	Any day of the week	<i>Before 10h00 on publication date</i>	<i>Before 10h00 on publication date</i>
Legal Gazettes A, B and C	Weekly	Friday	One week before publication	Tuesday, 15h00 - 3 working days prior to publication
Tender Bulletin	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Gauteng	Weekly	Wednesday	Two weeks before publication	3 days after submission deadline
Eastern Cape	Weekly	Monday	One week before publication	3 working days prior to publication
Northern Cape	Weekly	Monday	One week before publication	3 working days prior to publication
North West	Weekly	Tuesday	One week before publication	3 working days prior to publication
KwaZulu-Natal	Weekly	Thursday	One week before publication	3 working days prior to publication
Limpopo	Weekly	Friday	One week before publication	3 working days prior to publication
Mpumalanga	Weekly	Friday	One week before publication	3 working days prior to publication

GOVERNMENT PRINTING WORKS - BUSINESS RULES

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
Gauteng Liquor License Gazette	Monthly	Wednesday before the First Friday of the month	Two weeks before publication	3 working days after submission deadline
Northern Cape Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days after submission deadline
National Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days after submission deadline
Mpumalanga Liquor License Gazette	Bi-Monthly	Second & Fourth Friday	One week before publication	3 working days prior to publication

EXTRAORDINARY GAZETTES

3. *Extraordinary Gazettes* can have only one publication date. If multiple publications of an *Extraordinary Gazette* are required, a separate Z95/Z95Prov *Adobe* Forms for each publication date must be submitted.

NOTICE SUBMISSION PROCESS

4. Download the latest *Adobe* form, for the relevant notice to be placed, from the **Government Printing Works** website www.gpwonline.co.za.
5. The *Adobe* form needs to be completed electronically using *Adobe Acrobat / Acrobat Reader*. Only electronically completed *Adobe* forms will be accepted. No printed, handwritten and/or scanned *Adobe* forms will be accepted.
6. The completed electronic *Adobe* form has to be submitted via email to submit.egazette@gpw.gov.za. The form needs to be submitted in its original electronic *Adobe* format to enable the system to extract the completed information from the form for placement in the publication.
7. Every notice submitted **must** be accompanied by an official **GPW** quotation. This must be obtained from the *eGazette* Contact Centre.
8. Each notice submission should be sent as a single email. The email **must** contain **all documentation relating to a particular notice submission**.
 - 8.1. Each of the following documents must be attached to the email as a separate attachment:
 - 8.1.1. An electronically completed *Adobe* form, specific to the type of notice that is to be placed.
 - 8.1.1.1. For *National Government Gazette* or *Provincial Gazette* notices, the notices must be accompanied by an electronic Z95 or Z95Prov *Adobe* form
 - 8.1.1.2. The notice content (body copy) **MUST** be a separate attachment.
 - 8.1.2. A copy of the official **Government Printing Works** quotation you received for your notice. (*Please see Quotation section below for further details*)
 - 8.1.3. A valid and legible Proof of Payment / Purchase Order: **Government Printing Works** account customer must include a copy of their Purchase Order. **Non-Government Printing Works** account customer needs to submit the proof of payment for the notice
 - 8.1.4. Where separate notice content is applicable (Z95, Z95 Prov and TForm 3, it should **also** be attached as a separate attachment. (*Please see the Copy Section below, for the specifications*).
 - 8.1.5. Any additional notice information if applicable.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

9. The electronic *Adobe* form will be taken as the primary source for the notice information to be published. Instructions that are on the email body or covering letter that contradicts the notice form content will not be considered. The information submitted on the electronic *Adobe* form will be published as-is.
10. To avoid duplicated publication of the same notice and double billing, Please submit your notice **ONLY ONCE**.
11. Notices brought to **GPW** by “walk-in” customers on electronic media can only be submitted in *Adobe* electronic form format. All “walk-in” customers with notices that are not on electronic *Adobe* forms will be routed to the Contact Centre where they will be assisted to complete the forms in the required format.
12. Should a customer submit a bulk submission of hard copy notices delivered by a messenger on behalf of any organisation e.g. newspaper publisher, the messenger will be referred back to the sender as the submission does not adhere to the submission rules.

QUOTATIONS

13. Quotations are valid until the next tariff change.
 - 13.1. **Take note:** **GPW**'s annual tariff increase takes place on **1 April** therefore any quotations issued, accepted and submitted for publication up to **31 March** will keep the old tariff. For notices to be published from 1 April, a quotation must be obtained from **GPW** with the new tariffs. Where a tariff increase is implemented during the year, **GPW** endeavours to provide customers with 30 days' notice of such changes.
14. Each quotation has a unique number.
15. Form Content notices must be emailed to the *eGazette* Contact Centre for a quotation.
 - 15.1. The *Adobe* form supplied is uploaded by the Contact Centre Agent and the system automatically calculates the cost of your notice based on the layout/format of the content supplied.
 - 15.2. It is critical that these *Adobe* Forms are completed correctly and adhere to the guidelines as stipulated by **GPW**.
16. **APPLICABLE ONLY TO GPW ACCOUNT HOLDERS:**
 - 16.1. **GPW** Account Customers must provide a valid **GPW** account number to obtain a quotation.
 - 16.2. Accounts for **GPW** account customers **must** be active with sufficient credit to transact with **GPW** to submit notices.
 - 16.2.1. If you are unsure about or need to resolve the status of your account, please contact the **GPW** Finance Department prior to submitting your notices. (If the account status is not resolved prior to submission of your notice, the notice will be failed during the process).
17. **APPLICABLE ONLY TO CASH CUSTOMERS:**
 - 17.1. Cash customers doing **bulk payments** must use a **single email address** in order to use the **same proof of payment** for submitting multiple notices.
18. The responsibility lies with you, the customer, to ensure that the payment made for your notice(s) to be published is sufficient to cover the cost of the notice(s).
19. Each quotation will be associated with one proof of payment / purchase order / cash receipt.
 - 19.1. This means that **the quotation number can only be used once to make a payment.**

GOVERNMENT PRINTING WORKS - BUSINESS RULES**COPY (SEPARATE NOTICE CONTENT DOCUMENT)**

20. Where the copy is part of a separate attachment document for Z95, Z95Prov and TForm03
- 20.1. Copy of notices must be supplied in a separate document and may not constitute part of any covering letter, purchase order, proof of payment or other attached documents.
- The content document should contain only one notice. (You may include the different translations of the same notice in the same document).
- 20.2. The notice should be set on an A4 page, with margins and fonts set as follows:
- Page size = A4 Portrait with page margins: Top = 40mm, LH/RH = 16mm, Bottom = 40mm;
Use font size: Arial or Helvetica 10pt with 11pt line spacing;
- Page size = A4 Landscape with page margins: Top = 16mm, LH/RH = 40mm, Bottom = 16mm;
Use font size: Arial or Helvetica 10pt with 11pt line spacing;

CANCELLATIONS

21. Cancellation of notice submissions are accepted by **GPW** according to the deadlines stated in the table above in point 2. Non-compliance to these deadlines will result in your request being failed. Please pay special attention to the different deadlines for each gazette. Please note that any notices cancelled after the cancellation deadline will be published and charged at full cost.
22. Requests for cancellation must be sent by the original sender of the notice and must be accompanied by the relevant notice reference number (N-) in the email body.

AMENDMENTS TO NOTICES

23. With effect from 01 October 2015, **GPW** will not longer accept amendments to notices. The cancellation process will need to be followed according to the deadline and a new notice submitted thereafter for the next available publication date.

REJECTIONS

24. All notices not meeting the submission rules will be rejected to the customer to be corrected and resubmitted. Assistance will be available through the Contact Centre should help be required when completing the forms. (012-748 6200 or email info.egazette@gpw.gov.za). Reasons for rejections include the following:
- 24.1. Incorrectly completed forms and notices submitted in the wrong format, will be rejected.
- 24.2. Any notice submissions not on the correct *Adobe* electronic form, will be rejected.
- 24.3. Any notice submissions not accompanied by the proof of payment / purchase order will be rejected and the notice will not be processed.
- 24.4. Any submissions or re-submissions that miss the submission cut-off times will be rejected to the customer. The Notice needs to be re-submitted with a new publication date.

GOVERNMENT PRINTING WORKS - BUSINESS RULES**APPROVAL OF NOTICES**

25. Any notices other than legal notices are subject to the approval of the Government Printer, who may refuse acceptance or further publication of any notice.
26. No amendments will be accepted in respect to separate notice content that was sent with a Z95 or Z95Prov notice submissions. The copy of notice in layout format (previously known as proof-out) is only provided where requested, for Advertiser to see the notice in final Gazette layout. Should they find that the information submitted was incorrect, they should request for a notice cancellation and resubmit the corrected notice, subject to standard submission deadlines. The cancellation is also subject to the stages in the publishing process, i.e. If cancellation is received when production (printing process) has commenced, then the notice cannot be cancelled.

GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

27. The Government Printer will assume no liability in respect of—
 - 27.1. any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;
 - 27.2. erroneous classification of a notice, or the placement of such notice in any section or under any heading other than the section or heading stipulated by the advertiser;
 - 27.3. any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

LIABILITY OF ADVERTISER

28. Advertisers will be held liable for any compensation and costs arising from any action which may be instituted against the Government Printer in consequence of the publication of any notice.

CUSTOMER INQUIRIES

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31. The Request for Quotation for placement of the notice should be sent to the Gazette Contact Centre as indicated above, prior to submission of notice for advertising.
32. Payment should then be made, or Purchase Order prepared based on the received quotation, prior to the submission of the notice for advertising as these documents i.e. proof of payment or Purchase order will be required as part of the notice submission, as indicated earlier.
33. Every proof of payment must have a valid **GPW** quotation number as a reference on the proof of payment document.
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35. Overpayment resulting from miscalculation on the part of the advertiser of the cost of publication of a notice will not be refunded, unless the advertiser furnishes adequate reasons why such miscalculation occurred. In the event of underpayments, the difference will be recovered from the advertiser, and future notice(s) will not be published until such time as the full cost of such publication has been duly paid in cash or electronic funds transfer into the **Government Printing Works** banking account.
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GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 1817

4 March 2022

MARKETING OF AGRICULTURAL PRODUCTS ACT, 1996 (ACT NO. 47 OF 1996)**NOTICE OF CORRECTION OF THE REGULATION NOTICE NO R.1681 AS
PUBLISHED IN GAZETTE NO 45771 OF 21 JANUARY 2022:****CONTINUATION OF STATUTORY MEASURE REGARDING RECORDS AND
RETURNS BY SELLERS OF TABLE EGGS AS PRESCRIBED BY REGULATION
R345, AS AMENDED, AND EGG PRODUCTS SOLD TO THE TRADE**

The National Agricultural Marketing Council hereby corrects Regulation No R.1681 as published on 21 January 2022, by replacing the sentence under Paragraph 1 to read as follow:

**2. PURPOSE AND AIM OF STATUTORY MEASURE AND THE RELATION
THEREOF TO OBJECTIVES OF THE ACT**

The establishment of the statutory measure should assist in promoting the efficiency of the **marketing of eggs**.

**DR SIMPHIWE NGQANGWENI
CHIEF EXECUTIVE OFFICER: NAMC**

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT**NO. 1818****4 March 2022****ANIMAL IDENTIFICATION ACT, 2002
(ACT No. 6 OF 2002)****REGULATIONS: AMENDMENT**

The Minister of Agriculture, Forestry and Fisheries, acting under section 18(1)(f) of the Animal Identification Act, 2002 (Act No. 6 of 2002), made the regulations in the Schedule.

SCHEDULE**Definitions**

1. In this Schedule “the Regulations” means the Regulations published by Government Notice No. R 209 of 10 March 2006.

Substitution of Table 1 of the Regulations

2. The table in the Annexure is hereby substituted for Table 1 of the Regulations.

TABLE 1
FEES PAYABLE

Purpose	Amount payable per application
1. Registration of an animal identification mark (Reg. 3(2))	R180 per application
2. Transfer of the registration of an animal identification mark (Reg.6(2))	R180 per application
3. Copy of animal identification certificate	R180 per application
4. Application for duties of pound master in terms of section 14 of the Act (Reg. 8(1))	R180 per application
5. Application for registration as marking operator (Reg. 7(2))	R180 per application
6. Registered post (optional)	Determined by service provider

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 1819

4 March 2022

GENERAL NOTICE IN TERMS OF RESTITUTION OF LAND RIGHTS ACT, 1994 [ACT 22 OF 1994] AS AMENDED

Notice is hereby given in terms of **Section 11(1) of the Restitution of the Land Rights Act 1994 [Act 22 of 1994] as amended**, that a Land claim for **Restitution of Land Rights** has been lodged by **Mr. Mjaje Aaron Mkhonda ID. NO. 3903185180082** on behalf of the **Mkhonza family** on the property mentioned hereunder situated in Albert Luthuli Local Municipality, Gert District in Mpumalanga Province: KRP: 9652

CURRENT PARTICULARS OF THE PROPERTY**KOPJE ALLEEN 726 JT**

Description of property	Owner of Property	Title Deed Number	Extent of Property	Bonds	Bond Holder	Other Endorsements
Remaining Extent of Portion 3	SHABANGU NELSON SIPHO [490130 553708 1]	T127678/1999	102.6988 HA	None	None	<ul style="list-style-type: none"> • K1058/2007S • K536/2018S • K7381/2003S • K9215/2004S • K92182004S

Description of property	Owner of Property	Title Deed Number	Extent of Property	Bonds	Bond Holder	Other Endorsements
Portion 4	NDWANDWA COMMUNITY TRUST [2551/2004]	T27227/2007	85.6532 HA	None	None	<ul style="list-style-type: none"> NONE

Description of property	Owner of Property	Title Deed Number	Extent of Property	Bonds	Bond Holder	Other Endorsements
Portion 11	PORTION ELEN KOPPIE ALLEEN PTY LTD [92/00115/07]	T114020/1992	42.9123 HA	None	None	<ul style="list-style-type: none"> K4511/1985S IN FAVOUR OF PETRONELLA ALLETHA MARGARETHA VON

Notice is hereby given in terms of **Section 11(1) of the Restitution of the Land Rights Act 1994[Act 22 of 1994] as amended**, that a land claim for **Restitution of Land Rights** has been lodged by Mr. Mjaje Aaron Mkhonda [ID No. 390318 5180 082] on behalf of Mkhonza family on the properties mentioned hereunder situated in **Albert Luthuli Local Municipality under Gert Sibande District Municipality in the Mpumalanga Province: [KRP: 9652]**

The Restitution of Land Rights Mpumalanga Province will investigate all the land claims in terms of the provisions of the Act, any party interested in the above mentioned property is hereby invited to submit within **30 days [thirty days]** from the date of publication of this notice to submit any comments, or further information to:

Commissioner for Restitution of Land Rights

Private Bag X 11330

Nelspruit

1200

Or 30 Samora Machel Drive

Restitution House

Nelspruit

1200

TEL NO: 013 756 6000

FAX NO: 013 752 3859


MR. L.H. MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER
MPUMALANGA PROVINCE

DATE: 2022/02/23

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 1820

4 March 2022

GENERAL NOTICE IN TERMS OF RESTITUTION OF LAND RIGHTS ACT, 1994 [ACT 22 OF 1994] AS AMENDED

Notice is hereby given in terms of Section 11[1] of the Restitution of the Land Rights Act 1994 [Act 22 of 1994] as amended, that a Land claim for Restitution of Land Rights has been lodged by the late Mr. Ntabanyana Joseph Mkhonza, ID. No. 270816 5214 087 on behalf of Mkhonza family on the properties mentioned here under situated in Lekwa Local Municipality, Gert Sibande District in Mpumalanga Province (KRP: 9502)

CURRENT PARTICULARS OF THE PROPERTY

RIETVLEY 488 IS

Description of property	Owner of Property	Title Deed Number	Extent of Property	Bonds	Bond Holder	Other Endorsements
Remaining Extent of Portion 2	Rautenbach Johan Andries [7703295243085]	T2056/2014	97.2606 ha	B1739/2020	Standard Bank of South Africa LTD	None
Portion 7	J A Rautenbach Trust J A Rautenbach Trust	T41716/2005 T41714/2005	196.2629 ha	B334/2019	Standard Bank of South Africa LTD	None
			Mkhonza family land claim only affects 9.0836 ha			

GENERAL NOTICE IN TERMS OF RESTITUTION OF LAND RIGHTS ACT, 1994 [ACT 22 OF 1994] AS AMENDED]

Notice is hereby given in terms of Section 11(1) of the Restitution of the Land Rights Act 1994 [Act 22 of 1994] as amended, that a Land claim for Restitution of Land Rights has been lodged by the late Mr. Ntabanyana Joseph Mkhonza, ID. No. 270816 5214 087 on behalf of Mkhonza family on the property mentioned here under situated in Lekwa Local Municipality, Gert Sibande District in Mpumalanga Province (**KRP: 9502**)

The Regional Land Claims Commissioner, Mpumalanga Province will investigate all the claims in terms of the provisions of the Act, any party interested in the above-mentioned property is hereby invited to submit within **30 [Thirty days]** from the date of publication of this notice to submit any comments, or further information to:

Commissioner for Restitution of Land Rights

Private Bag X11330

Velspruit

1200


Dr 30 Samora Machel Drive

Velspruit

1200

Tel No: 013 756 6000

Fax No: 013 752 3859


MR. L.H. MAPHUTHA
THE REGIONAL LAND CLAIMS COMMISSIONER
MPUMALANGA PROVINCE
DATE: 20/02/23

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 1821

4 March 2022

NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:

AIH LIMITED

AND

KWIKSPACE MODULAR BUILDINGS PROPRIETARY LIMITED

CASE NUMBER: 2021JUL0045

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions as set out below:

1. On 19 July 2021, the Competition Commission ("Commission") was notified of an intermediate merger whereby AIH Limited ("AIH") intends to acquire the entire issued shares in, and claims against, Kwikspace Modular Buildings (Pty) Ltd ("Opco"). Upon implementation of the proposed transaction, AIH will exercise sole control over Opco.
 2. The primary acquiring firm is AIH, a company incorporated in Mauritius and ultimately controlled by Athena Africa One Limited. AIH, Athena Africa Investments LP and all its subsidiaries are herein referred to as the "Acquiring Group".
 3. The Acquiring Group does not have any ownership by historically disadvantaged persons ("HDPs") as defined in section 3(2) of the Competition Act No 89 of 1998 (the "Act").
 4. Opco is a private company incorporated in South Africa. Opco is controlled by Kwikspace Modular Buildings Holdings (Pty) Ltd; Rockwood Fund I (an *en commandite* Partnership) and Vantage Capital Group Investments (Pty) Ltd ("Vantage Capital").
-

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5. Opco is a level 4 broad-based black economic empowerment contributor with 20.63% ownership by HDPs.
 6. The Acquiring Group is active in private equity fund with investments in several sectors, namely, packaging for food and beverages and the supply of food and beverages.
 7. Opco manufactures mobile prefabricated modular buildings in South Africa, which it then sells or rents to customers. The modular buildings can be assembled into complete buildings on site and can be used for several purposes, including construction camps, events, classrooms, offices, ablution facilities, clinics, and accommodation. Opco supplies these structures to, *inter alia*, the education, mining, healthcare, oil and gas, agriculture, power and energy, and construction industries.

Competition analysis

8. The Commission found that the proposed transaction does not raise a horizontal overlap as the merging parties do not provide services or products which are substitutable or interchangeable. Furthermore, the merging parties do not operate at different levels of the same value chain. Consequently, the Commission is of the view that the proposed transaction is unlikely to prevent or lessen competition in any market, howsoever defined.

Public interest

Employment

9. The merging parties provided an unequivocal undertaking that the proposed transaction will not give rise to any merger specific retrenchments.
 10. The employees of Opco are represented by National Union of Metalworkers South Africa ("NUMSA"). The employees of the Acquiring Group are represented by NUMSA and an employee representative. The Commission contacted the respective trade unions and employee representative. Only NUMSA raised concerns with the transaction.
 11. NUMSA was concerned about how the merger would impact Opco's employees in terms of job security and terms and conditions of employment. Furthermore, NUMSA queried how Opco's employees would benefit from the merger.
 12. The merging parties submitted that the merger does not raise any employment concerns due to the absence of overlapping activities between the merger parties. In addition, the terms and
-

conditions of employment will remain unaffected as the merger constitutes a change in shareholding and Opco will continue to operate as before.

13. The Commission is of the view that the concerns raised by NUMSA were adequately addressed by the merging parties.
14. Considering the foregoing, the Commission does not consider that the concerns raised by NUMSA merit further intervention by the Commission as the merger appears unlikely to result in any negative effect on employment.

The promotion of a greater spread of ownership by historically disadvantaged persons and workers section 12A(3)(e)

15. The Commission found that the Acquiring Group does not have ownership by any HDPs. However, the Commission found that the Target Firm has 20.63% HDP ownership pre-merger. Consequently, the merger will result in a reduction of HDP ownership. The Commission was concerned about the merger's impact on the public interest in this respect.
16. To mitigate the identified concern, the merging parties have agreed to the conditions attached as **Annexure A** hereto. The conditions contemplate that the Acquiring Group will dispose of not less than [Confidential]% of the issued share capital in Opco to one or more HDPs and/or workers, within [Confidential] months of the merger's implementation.
17. The Commission found that the merger does not raise any further public interest concerns.

Conclusion

18. The Commission approves the merger subject to the conditions as **Annexure A**.

ANNEXURE A**AIH LIMITED****AND****KWIKSPACE MODULAR BUILDINGS PROPRIETARY LIMITED****CASE NUMBER: 2021JUL0045**

CONDITIONS**1. Definitions**

The following expressions shall bear the meanings assigned to them below and related expressions bear corresponding meanings –

- 1.1 **"Acquiring Group"** means AIH, all firms controlled by AIH, all firms controlling AIH, and all firms controlled by those firms;
 - 1.2 **"Act"** means the Competition Act 89 of 1998, as amended;
 - 1.3 **"AIH"** means AIH Limited, the primary acquiring firm;
 - 1.4 **"Approval Date"** means the date referred to on the Commission's merger Clearance Certificate;
 - 1.5 **"Commission"** means the Competition Commission of South Africa;
 - 1.6 **"Commission Rules"** mean the Rules for the Conduct of Proceedings in the Commission;
 - 1.7 **"Conditions"** mean, collectively, the conditions referred to in this document;
 - 1.8 **"Days"** mean business days, being any day other than a Saturday, Sunday, or official public holiday in the Republic of South Africa;
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- 1.9 “**HDPs**” mean historically disadvantaged persons, as defined in section 3(2) of the Act;
- 1.10 “**HDP Transaction**” means the Acquiring Group’s commitment to transfer not less than **[Confidential]**% of the issued share capital of the Target Firm, to one or more HDPs and/or to Workers;
- 1.11 “**Implementation Date**” means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
- 1.12 “**Kwikspace**” means Kwikspace Modular Buildings (Pty) Ltd, the Target Firm;
- 1.13 “**Merged Entity**” means the entity that will exist after the implementation of the Merger;
- 1.14 “**Merger**” means the Acquiring Group’s acquisition of the Target Firm;
- 1.15 “**Merging Parties**” means the Acquiring Group and the Target Firm;
- 1.16 “**South Africa**” means the Republic of South Africa;
- 1.17 “**Target Firm**” means Kwikspace; and
- 1.18 “**Workers**” has the meaning ascribed in section 1 of the Act.

2. **CONDITIONS**

HDP Transaction

- 2.1 The Acquiring Group shall implement the HDP Transaction within **[Confidential]** months of the Implementation Date. In this regard, the Acquiring Group will, in its sole discretion, determine the identities of prospective shareholders that will participate in the HDP Transaction as well as the proportion of shares that will be allotted to each shareholder.
- 2.2 Prior to the implementation of the HDP Transaction, the Acquiring Group will provide the Commission with details of the HDP Transaction in writing. These details shall include, but not be limited to, the structure of the HDP Transaction, identities of prospective shareholders, evidence that prospective shareholders are HDPs or Workers as the case
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may be, the proportion of shareholding in the Target Firm that each prospective shareholder will receive and confirmation of whether the HDP Transaction constitutes a merger for the purposes of the Act.

- 2.3 Within (sixty) 60 Days of receipt of the details of the HDP Transaction, the Commission shall provide its written approval, or any comments or queries to the HDP Transaction, in writing.
- 2.4 For the avoidance of doubt, the HDP Transaction may not be implemented without the Commission's written approval.
- 2.5 For the avoidance of further doubt, to the extent that the HDP Transaction approved by the Commission in writing also constitutes a merger as defined in the Act (and the thresholds for mandatory notification are met), the HDP Transaction can then only be implemented once same has been notified to the Commission as a merger and approved with or without conditions.

3. **MONITORING OF COMPLIANCE WITH THE CONDITIONS**

- 3.1 The Acquiring Group shall inform the Commission in writing of the Implementation Date within 5 (five) Days of its occurrence.
- 3.2 The Acquiring Group shall, within 10 Days of the date of implementation of the HDP Transaction, submit an affidavit confirming compliance with the Conditions.

4. **APPARENT BREACH**

- 4.1 Should the Commission receive any complaint in relation to non-compliance with the above Conditions, or otherwise determines that there has been an apparent breach by the Merging Parties of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Commission Rules.

5. **VARIATION**

- 5.1 The Merging Parties may at any time, on good cause shown, apply to the Commission for the Conditions to be lifted, revised, or amended. Should a dispute arise in relation to
-

the variation of the Conditions, the Merging Parties shall apply to the Tribunal, on good cause shown, for the Conditions to be lifted, revised, or amended.

6. **GENERAL**

All correspondence in relation these Conditions must be submitted to the following email addresses: mergerconditions@compcom.co.za and ministry@thedtic.gov.za.

Enquiries in this regard may be addressed to Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 1822

4 March 2022

NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:

BRIGHT MINERALS PROPRIETARY LIMITED**AND****AFARAK MOGALE PROPRIETARY LIMITED****CASE NUMBER: 2021MAY0021**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

1. On 12 May 2021, the Competition Commission ("the Commission") received a notice of an intermediate merger whereby Bright Minerals SA Proprietary Limited ("Bright Minerals") intends to acquire all the shares in Afarak Mogale Proprietary Limited (in business rescue) ("Mogale"). Upon implementation of the proposed transaction, Bright Minerals will have sole control over Mogale.
2. The primary acquiring firm is Bright Minerals, a firm incorporated in accordance with the company laws of South Africa. Bright Minerals controls Cheetah Chrome South Africa Proprietary Limited ("Cheetah"). Bright Minerals and all the firms directly or indirectly controlling it as well as all the firms that it controls, shall be referred to as the "Acquiring Group".
3. The Acquiring Group, through Cheetah, owns a chrome ore mine in South Africa that has been in care and maintenance for many years. Cheetah mine is formally out of care and maintenance and is in the process of implementing start-up plans. Cheetah has not mined

any chrome ore since 2016, when it went into business rescue. The Acquiring Group does not manufacture ferrochrome in South Africa, nor does it supply ferrochrome to South African customers.

4. The primary target firm is Mogale, a firm incorporated in accordance with the company laws of South Africa. Mogale does not control any firms. The shares of Mogale are currently held by Afarak South Africa Proprietary Limited ("Afarak SA") as to 93.17% and by the Mogale Alloys Trust (the "Trust") as to 6.83%. Afarak SA is ultimately controlled by Afarak Global ("Afarak"). Afarak is listed on the NASDAQ OMX Helsinki Stock Exchange and the London Stock Exchange. Afarak does not have any BEE rating or ownership by historically disadvantaged individuals. The Trust is a workers' trust for the benefit of former employees of Mogale.
5. Mogale is a producer of ferrochrome in South Africa. Mogale has four furnaces capable of producing ferrochrome. However, Mogale has been in business rescue since May 2020. Mogale's operations were placed into care and maintenance in September 2020.

Relationship between the parties/ products (horizontal / vertical)

6. The Commission considered the activities of the merging parties and found that the transaction raises both a horizontal and a vertical overlap. The horizontal overlap occurs in that the merging parties are both active in the production and supply of ferrochrome (though the Acquirer is only active in this market outside of South Africa).
 7. The vertical overlap occurs in that the chrome ore produced by the Acquiring Group (through Cheetah) is an input in the production of ferrochrome which is produced by Mogale.
 8. The Commission assessed the effect of the proposed merger on the following markets:
 - 8.1. The upstream national market for the production and supply of chrome ore; and
 - 8.2. The downstream global/international market for the production and supply of ferrochrome.
-

Competition analysis

9. In calculating the market shares of the merging parties, the Commission relied on data from the Ferrochrome Market and Industry Report, Roskill Consulting Group Limited, 26 February 2021 ("Roskill Report").

Market share relating to the upstream market for the production and supply of chrome ore

10. In the upstream national market for the production and supply of chrome ore, the Acquiring Group (Cheetah) has a low market share. Since Cheetah is currently not mining or producing chrome ore, the estimated market share is based on its 2016 production volumes. In this market, the Acquiring Group faces competition from several other players such as Samancor, Glencore, Kazchrome, Tharisa and others.

Market share relating to the downstream market for the production and supply of ferrochrome

11. In the international ferrochrome market, the merged entity will have a low market share. The merged entity will continue to compete with other players in the market such as ERG/ENRC, Samancor, Glencore, Outukumpu and Mintal.
12. In South Africa, Mogale's market share remains low. The Acquiring Group does not produce or supply ferrochrome in South Africa. Therefore, the Acquiring Group has no ferrochrome market share in South Africa. Mogale will continue to face competition from other established players in the market such as Samancor, Glencore, Richard's Bay Alloys and ARM. Samancor and Glencore are the biggest producers of ferrochrome in South Africa.

Assessment of the horizontal overlap in the production and supply of ferrochrome

13. The Commission is of the view that the proposed transaction is unlikely to substantially prevent or lessen competition in the market for the production and supply of ferrochrome as the merging parties have a relatively low post-merger market share and there are alternative players that will continue to constrain the merged entity post-merger.
-

Vertical assessment**Input foreclosure**

14. The Commission is of the view that the proposed merger is unlikely to result in significant input foreclosure concerns relating to the supply of chrome ore as the Acquiring Group is not a dominant supplier of chrome ore. The other suppliers in this market include Samancor, Glencore, Tharisa, Kazchrome, and others.
15. Furthermore, the Commission finds that the two major competitors of Mogale, namely Samancor and Glencore, are already vertically integrated with their own input supply of chrome ore. In addition, the Commission finds that in South Africa, there is excess supply of chrome ore. This was confirmed by the other local chrome ore producers.
16. Lastly, the Commission notes that Cheetah has not supplied chrome ore to any ferrochrome producer in the past 5 years after it halted its operations in 2016. Therefore, Cheetah has not been a supplier of chrome ore to any third party for many years, meaning that no third party is reliant on Cheetah for input supply.

Customer foreclosure

17. The Commission is of the view that the proposed transaction is unlikely to result in significant customer foreclosure concerns as Mogale is a small player in the market for the production of ferrochrome.
18. Considering the above, the Commission concludes that it is unlikely that the proposed merger will raise any significant foreclosure concerns. Taken as a whole, the proposed merger is unlikely to substantially prevent or lessen competition in any market.

Public interest**Effect of employment**

19. The merging parties provided an unequivocal statement that the proposed transaction will not have any adverse effect on employment and no retrenchments are contemplated as a result
-

of the proposed transaction. The Commission contacted the employee representatives of both the Acquiring Group and Mogale and no concerns were raised.

23. The Department of Trade Industry and Competition (the “DTIC”) raised concerns about the retrenchments recently undertaken by Mogale. In this regard, the DTIC requested that the merging parties institute as a commitment / condition to the merger that for a period of 36 months following the merger implementation date, the merged entity will employ suitably qualified Affected Employees of Mogale, if employment opportunities become available. The merging parties agreed to a condition that it will establish a database with all the contact details of the affected employees and for a period of 24 (twenty-four) months from the Implementation Date will notify the affected employees of any positions arising, the requirements and the location of such positions.

Effect of the merger on the promotion of a greater spread of ownership, in particular to increase the levels of ownership of historically disadvantaged persons and workers in firms in the market

24. The Commission and the DTIC raised concerns about the effect of the proposed merger on the promotion of greater spread of ownership, in particular to increase the levels of ownership of historically disadvantaged persons and workers in firms in the market. This is because Mogale’s current shareholders include a workers’ trust and the Acquiring Group is not owned or controlled by a member of a historically disadvantaged group/person and does not have any BEE shareholding.
25. The Commission’s investigations revealed that on 23 December 2016 the Trust Beneficiaries (former employees of Mogale) concluded a Sale Agreement with Mogale wherein the Trust Beneficiaries disposed of their 6.83% shareholding to Mogale. The merging parties indicate that the 6.83% shareholding would have been disposed even absent the merger as the agreement was concluded in December 2016.
26. The Commission is of the view that because the Trust Beneficiaries had concluded the Sale Agreement for the sale of the shares in 2016, the merger is unlikely to have a significant negative effect on the promotion of a greater spread of ownership as contemplated in Section 12A(3)(e) of the Act.
-

Effect of the merger on the South African ferrochrome industry and the local consumption of ferrochrome in South Africa

27. The Commission assessed if the merger will result in the increased exportation of ferrochrome and affect local beneficiation of ferrochrome or steel production.
28. The Commission found that prior to being put under care and maintenance, Mogale produced ferrochrome for both local consumption and for the export market. Mogale does not further beneficiate ferrochrome into any final products. Mogale exports most of its local production. This appears to be a trend in the market and other local producers of chrome ore have confirmed that most of their local production is exported.
29. Considering the above and the fact that Mogale is a small player in the production and supply of ferrochrome, the Commission is of the view that the merger is unlikely to negatively affect the ferrochrome industry in South Africa or to have a substantial negative effect on the local steel industry.

Conclusion and recommendations

30. Taken as a whole, the Commission is of the view that the proposed transaction is unlikely to substantially lessen or prevent competition in any market.
31. With respect to the effect of the merger on the public interest, the merging parties agreed to an employment condition, that is, to consider the retrenched employees when new employment opportunities become available in Mogale.
32. The Commission therefore approves the proposed transaction with conditions. The conditions are attached hereto as **Annexure A**.
-

ANNEXURE A
BRIGHT MINERALS SA PROPRIETARY LIMITED
AND
AFARAK MOGALE PROPRIETARY LIMITED
CASE NO: 2021MAY0021

1 DEFINITIONS

The following expressions shall bear the meaning assigned to them below and cognate expressions bear corresponding meaning: –

- 1.1 **“Acquiring Firm”** means Bright Minerals SA Proprietary Limited;
 - 1.2 **“Affected Employees”** means, primarily, the 42 employees of the Target Firm who were retrenched and, secondarily, the 85 employees of the Target Firm who concluded voluntary separation packages with the Target Firm, during the period between August and October 2020;
 - 1.3 **“Approval Date”** means the date on which the Merger is approved by the Commission as set out in the Commission’s clearance certificate;
 - 1.4 **“Commission”** means the Competition Commission of South Africa;
 - 1.5 **“Competition Act”** means the Competition Act, No. 89 of 1998, as amended;
 - 1.6 **“Days”** means any calendar day which is not a Saturday, a Sunday or an official public holiday in South Africa. A public holiday shall also include such days as may be declared by the President of the Republic of South in terms of the Public Holidays Act, 36 of 1994;
 - 1.7 **“DTIC”** means the Department of Trade, Industry and Competition;
 - 1.8 **“Implementation Date”** means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
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- 1.9 **“Merger”** means the acquisition of control by the Acquiring Firm over the Target Firm;
- 1.10 **“Merging Parties”** means the Acquiring Firm and the Target Firm; and
- 1.11 **“Target Firm”** means Afarak Mogale Proprietary Limited (in business rescue).

2 RECORDAL

- 2.1. The Commission found that the proposed transaction is unlikely to result in a substantial lessening or prevention of competition in any relevant market.
- 2.2. Nevertheless, following engagements between the Merging Parties and the Commission, the Merging Parties agreed to the approval of the merger subject to the below employment conditions.

3 CONDITION

- 3.1 The Target Firm will, within 15 (fifteen) days of the Approval Date, establish a database of the Affected Employees and their contact details, and will send a communication to such Affected Employees informing them of the Target Firm's commitments in terms of these conditions, requesting them to update their contact details and offering them to opt out of receiving vacancy communications for the duration of these undertakings.
- 3.2 For a period of 24 (twenty-four) months from the Implementation Date, if any employment opportunity arises within the Target Firm, the Target Firm will, simultaneously with internal notification of such opportunity to existing employees, procure that a batch notification is sent to all Affected Employees informing them of the position, requirements and location.
- 3.3 The provisions of 3.2 will not apply in circumstances where the vacant position is of such a nature that it is evident that no Affected Employee has the requisite skills and/or qualifications for the position.
- 3.4 Under all circumstances, the onus will rest on the Affected Employees to apply for the vacant position. Affected Employees that apply for the vacant position will only be considered if their applications are received within the specified time period and comply with specified requirements, subject to operational requirements at the time, it being
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recorded that there may be circumstances in which vacant positions need to be filled urgently which may require shortened time periods.

- 3.5 The Target Firm's assessment of any such application will be subject to applicable employment and related laws, the Target Firm's recruitment practices at the time and operational requirements. Subject to applicable employment and related laws, applicable recruitment practices and operational requirements, favourable consideration will only be given to suitably qualified Affected Employees, in circumstances where the Affected Employee is equally qualified as an external applicant for that position.
- 3.6 The undertakings in this Annexure "A", exclude the Affected Employees who have found alternative employment and those who will have elected to opt out from receiving vacancy communications during the period of the undertakings' operation.

4 MONITORING OF UNDERTAKINGS

- 4.1 The Acquiring Firm shall inform the Commission in writing of the Implementation Date of the Merger within 5 (five) Days of it becoming effective.
- 4.2 Within 10 (ten) Days of each anniversary of the Implementation Date, the Merging Parties shall provide the Commission with a report regarding their compliance with the undertakings in this Annexure "A" comprising a report on the number of vacancies that became available during the preceding 12 (twelve) month period following the Implementation Date, the number of applications received from Affected Employees and the number of Affected Employees who have been employed within the Target Firm.

5 APPARENT BREACH

- 5.1 If the Commission receives any complaint concerning non-compliance with the Conditions or otherwise determines that there has been an apparent breach by the Merged Entity of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Rules.
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6 VARIATION

- 6.1 The Merged Entity may at any time, on good cause shown, apply to the Commission for the Conditions to be lifted, revised or amended. Should a dispute arise concerning the variation of the Conditions, the Merging Parties shall apply to the Competition Tribunal, on good cause shown, for the Conditions to be lifted, revised or amended.

7 GENERAL

- 7.1 All correspondence in relation to these Conditions must be submitted to the following e-mail address: mergerconditions@compcom.co.za and Ministry@thedtic.gov.za.

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 1823

4 March 2022

NOTIFICATION TO PROHIBIT THE TRANSACTION INVOLVING:

THE ECP AFRICA FUND IV LLC AND ECP AFRICA FUND IV A LLC

AND

THE BURGER KING (SOUTH AFRICA) RF (PTY) LTD AND GRAND FOODS MEAT PLANT
(PTY) LTD

2021MAR0009

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings' in the Competition Commission', that it has prohibited the transaction involving the abovementioned firms:

1. On 04 March 2021, the Competition Commission ("Commission") received notice of an intermediate merger wherein ECP Africa Fund IV LLC and ECP Africa Fund IV A LLC (together known as the Primary Acquiring Firms or ECP Funds IV) will acquire 95.78% of the issued share capital of Burger King South Africa (BKSA) and 100% of the issued share capital of Grand Foods Meat Plant (Grand Foods). Upon implementation of the Proposed Transaction, ECP Funds IV will acquire sole control over BKSA and Grand Foods. The balance of BKSA's shares (4.22%) will continue to be held by its current minority non-controlling shareholder Restaurant Brands International Inc.
2. The primary acquiring firms are ECP Funds IV. The ECP Fund IV Funds are private equity funds registered in Mauritius.

3. ECP Funds IV and all the firms it controls in South Africa are collectively referred to as the Acquiring Group.
4. The primary target firms are Burger King South Africa (RF) Proprietary Limited ("BKSA") and Grand Foods Meat Plant Proprietary Limited ("Grand Foods"). BKSA and Grand Food are collectively referred to as the Primary Target Firms or Target Group. The Primary Target Firms are controlled by Grand Foods Propriety Limited which is in turn a wholly owned subsidiary of Grand Parade Investments ("GPI"). GPI is an empowerment entity listed on the Johannesburg Stock Exchange.
5. BKSA is an American multinational chain of fast-food restaurants. Through its various franchise subsidiaries, BKSA operates more than 90 fast food restaurants across South Africa.
6. Grand Foods operates a meat plant, in Cape Town, that manufactures burger patties. Approximately [**Confidential**] of this meat plant's output is sold to BKSA to fulfil the requirements of the Burger King restaurants in South Africa.

Areas of overlap

7. The Commission considered the activities of the merging parties and found that there is no horizontal overlap between the activities of the merging parties. The Acquiring Group has interests in firms that are active in the market for procurement / payment services for cross-border road transportation as well as various financial services while the Target Firms are active in the quick service restaurant market and the market for the manufacture and distribution of meat products.
8. In addition, the proposed transaction does not result in any vertical overlap.
9. The Commission has found that the proposed transaction is unlikely to have any impact on competition. It will not result in any accretion of market share and no substantial prevention or lessening of competition will occur in any market.

Public interest analysis

10. The Commission considered the effect of the proposed merger on public interest and found that the merger (1) will have no negative effect on employment and, (2) that the merger has a substantial negative effect on the promotion of a greater spread of ownership as contemplated in section 12A(3)(e) of the Act. Section 12A(3)(e) states as follows:

“the promotion of a greater spread of ownership, in particular to increase the levels of ownership by historically disadvantaged persons and workers in firms in the market.”

The effect of the merger on employment

11. The merging parties provided an unequivocal statement that the proposed transaction will not result in any employment loss or retrenchments. The Commission found that a substantial number of Grand Foods' employees are represented by the Southern African Clothing and Textile Workers' Union (“SACTWU”). The Commission contacted SACTWU, and no concerns were raised.
12. The Commission is therefore of the view that the proposed transaction is unlikely to raise significant employment concerns.

Effect of the merger on the promotion of a greater spread of ownership, in particular to increase the levels of ownership by historically disadvantaged persons and workers in firms in the market

Legal framework

13. Section 12A(1A) of the Act states as follows:
- “Despite its determination in subsection (1), the Competition Commission or Competition Tribunal must also determine whether the merger can or cannot be justified on substantial public interest grounds by assessing the factors set out in subsection (3).”*
14. The effect of section 12A(1A) is to make it peremptory in merger control to consider whether a merger can or cannot be justified on substantial public interest grounds regardless of the

outcome of the competitive assessment. This means that even where a merger transaction is not likely to raise competition concerns, competition authorities are obliged to determine whether a merger can or cannot be justified on substantial public interest grounds. In terms of the analytical framework of section 12A(1A), the competition assessment and the public interest assessment are co-equal. A merger transaction must therefore be assessed on both competition and public interest grounds. The assessment of public interest grounds is not dependent on the outcome of a competitive assessment. Thus, section 12A(1A) of the Act, to some extent, affirms the Tribunal's public interest jurisprudence in cases such as Metropolitan Holdings Limited and Momentum Group Limited (Metropolitan case) and Anglo-American Holdings Ltd and Kumba Resources Ltd case which was based on the interpretation of the previous section of 12A(1)(b) of the Act:

14.1. In the Metropolitan case, the Tribunal said:

"The schema of section 12A of the Act, which provides for a consideration of mergers, requires the Tribunal to "initially determine" the competition effects of a merger. If the merger is not "... likely to substantially prevent or lessen competition", as is the case with this merger, then the Tribunal must still consider its effect on the public interest. This is in terms of section 12A(1)(b) which states:

"... otherwise, determine whether the merger can or cannot be justified on substantial public interest grounds by assessing the factors set out in subsection (3)." Emphasis added

14.2. Anglo American Holdings Ltd and Kumba Resources Ltd decision, the Tribunal emphasised that:

"[...] the use of the word "otherwise" in section 12A(1)(b) means that the public interest evaluation must still be undertaken by the Tribunal, regardless of the outcome of the section 12A (2) 'competition' analysis. As we have previously stated the public interest can operate either to sanitise an anticompetitive merger or to impugn a merger found not be anticompetitive".

15. In the case involving Distillers Corporation (SA) Limited and Stellenbosch Farmers Winery Group Ltd, the Tribunal confirmed that a merger transaction can be prohibited on public interest ground and said that:

“[...] if it could be demonstrated that the merger specific employment effects are so adverse and that no other law or regulator can remedy them, then we would be obliged to intervene to either prohibit or set conditions on an approval.”

Ownership structure of the merging parties

16. The Acquiring Firms have no ownership by historically disadvantaged persons (HDPs) and workers (the ownership structure of the Acquiring Firms is reflected in paragraph 1 and 2 above). The Target Firms are ultimately controlled by GPI, an empowerment entity with 68.56% of its shareholdings held by Historically Disadvantaged Persons, 22.87% of which is held by black women. As pointed out above, following the implementation of the merger transaction, the Acquiring Firms will acquire 95.78% in the Target Firms and the balance of 4.22% will continue to be held by its current minority non-controlling shareholder Restaurant Brands International Inc.
17. The end result is that after the implementation of the proposed transaction both the Acquiring and the Target Firms will have no ownership by HDPs and workers.

Commission’s assessment of the effect of the merger on the promotion of a greater spread of ownership, in particular to increase the levels of ownership by historically disadvantaged persons and workers in firms in the market

18. The Commission found that the Target Firms are ultimately controlled by GPI, an empowerment entity with 68.56% of its shareholdings held by historically disadvantaged persons (HDPs), 22.87% of which is held by black women. The Acquiring Firms have no ownership by HDPs. Thus, as a direct result of the proposed merger, the merged entity will not have any ownership by HDPs and workers. The merging parties have not proposed any remedies aimed at addressing the lack of ownership by HDPs and workers.

19. Section 12A(3)(e) of the Act imposes an obligation on the competition authorities to consider the effect of a merger transaction on the promotion of a greater spread of ownership, in particular to increase the levels of ownership by historically disadvantaged persons and workers in firms in the market. Section 12A(3)(e) of Act falls under legislative measures contemplated in section 9(2) of the Constitution, which states that to promote the achievement of equality, legislative and other measures designed to protect or advance persons, or categories of persons, disadvantaged by unfair discrimination may be taken.
20. The proposed transaction does not promote the greater spread of ownership in that it does not increase the levels of ownership by HDPs and workers in firms in the market as required by section 12A(3)(e) of the Act. The Commission is therefore of the view that the proposed merger cannot be justified on substantial public interest grounds.
21. The Commission invited the Merging Parties to consider various commitments ranging from an ownership stake by (other) HDPs, an ESOP for workers, the incorporation of black-owned firms into their supply chain or setting aside - through sub-franchise licences - several stores (per year on its growth) for HDPs. These suggestions were proposed as a way of getting the Merging Parties to address the public interest concern raised by the Commission.
22. The Merging Parties did not propose any remedies that address the Commission's concerns regarding the effect of the merger on Section 12A(3)(e) of the Act.

Merging parties' response to the concerns raised by the Commission

23. The merging parties indicate that:

"Given the current economic uncertainty, the acquiring firms are not in a position to conclude the transaction at any cost and appreciate that the Commission may take a decision to prohibit the transaction. Having said that, such an outcome would disadvantage them by precluding them from realising their desired return in line with their commercial objectives."

24. In addition, the parties indicate that the Target Firms, particularly BKSA, is likely to benefit from aggressive investment resulting from the proposed merger. According to the merging parties this will allow BKSA to grow and contribute positively to employment creation, training

and remuneration of the employees of the Target Firms. In this regard, the parties indicate that:

- 24.1. With the capital support of ECP and its sector expertise, BKSA will be in the position to grow its restaurant base to over [Confidential] outlets in the next coming [Confidential] which equates to a total capital expenditure of over [Confidential]. This will result in a substantial economic benefit by growing the employee base of the Target Firms by approximately [Confidential], resulting in an estimated increase of the payroll benefits to over [Confidential]
 - 24.2. In anticipation of this capital support, BKSA has already started to implement actions that would have a positive impact on the lives of employees
 - 24.3. Upon implementation of the proposed transaction, ECP will be able to continue with this initiative. The BKSA vision with the new shareholder would be to grow [Confidential]
25. On the subject of sub franchise licences, the Merging Parties confirmed that that was not the business model of Burger King.
26. In this regard, the merging parties have proposed the following condition which are subject to prevailing economic conditions in South Africa and the merging parties' ability to cover their operational expenses:
- 26.1. *Acquiring Firms shall procure the investment of no less than R 500 million in aggregate capital expenditure by the end of 2026, which will be utilised towards the establishment of new Burger King® stores in South Africa;*
 - 26.2. *The merged entity will increase the number of Burger King® outlets in South Africa to at least 150 by the end of 2026;*
 - 26.3. *The merged entity will increase the number of permanent employees employed by it in South Africa by no less than 1,250 historically disadvantaged individuals by the end of 2026; and*

26.4. The merged entity will increase the total value of all payroll and employee benefits in respect of all employees employed by not less than R120 million by the end of 2026.

27. With respect to the establishment of an ESOP, the merging parties submit that this puts the proposed transaction at a serious risk which will be to the detriment of all of GPI's shareholders, the majority of whom are historically disadvantaged persons. According to GPI, the ESOP requirement is likely to have unintended consequences in that this may result in a situation where black shareholders, who are looking to divest and unlock value as in the present case, will be forced to accept major discounts as buyers will factor in the economic effects of such requirements in determining the purchase price.

28. In this regard, the merging parties relied on the Tribunal case law (Shell SA/Tepco, CT Case Number LM046Dec01 or "Shell/Tepco") wherein the Tribunal cautioned the Commission against intervening in a commercial decision by a historically disadvantaged party in the name of supporting the historically disadvantaged investors.

Commission view' on the public interest concerns resulting from the proposed transaction

29. The Commission is of the view that the proposed conditions do not address the significant public interest concern resulting from the proposed merger. The conditions do not propose any commitment or intention to increase the levels of ownership by historically disadvantaged persons and workers in firms in the market.

30. Furthermore, the Commission is of the view that the proposed conditions or commitments do not address public interest concerns as contemplated in section 12A(3)(e) of the Act. In any event, BKSA's own documents (see BKSA letter dated 21 May 2021 and the board minutes submitted by GPI) reflect plans to grow the Burger King franchise, albeit at a slower rate than the intended store rollout by the Acquiring Firms which would also have been accompanied by a concomitant increase in employment. Therefore, the conditions proposed by the merging parties do not generate substantial positive public interest benefits that would not have materialised absent the merger.

31. Considering the above, the Commission remains concerned that the proposed merger will have a substantial negative effect on the promotion of a greater spread of ownership, in particular the levels of ownership by historically disadvantaged persons, of firms in the market. The Commission is therefore of the view that the proposed merger cannot be justified on substantial public interest grounds.
32. With respect to the merging parties' reliance on the Shell/Tepco decision, this decision is not of assistance to them. This is because the relevant section 12A(3)(e) of the Competition Act had not been a feature of the Act at the time. This section, in fact, only came into effect in July 2019. In addition to that, the Commission notes that the legislation that speaks directly to section 12A(3)(e) of the Act, that is, the B-BBEE Act was only enacted in 2003. This, too, was after the decision in Shell/Tepco.
33. Accordingly, the law on public interest and empowerment of historically disadvantaged persons has significantly evolved since the Shell/Tepco matter.

Concerns raised by the Department of Trade Industry and Competition ("DTIC")

34. The Commission received concerns from the DTIC relating to a reduction in the HDP ownership status in the Target Firms as a result of the transaction. To remedy this concern, the DTIC proposed that the Acquiring Firms should set-up an Employee Share Ownership Plan ("ESOP") valued at a minimum of 5% of the issued share capital of the Target Firms. According to the DTIC this remedy will result in a public interest benefit that will be consistent with section 12A(3)(e) of the Act which calls for the promotion of greater spread of ownership, in particular to increase the levels of ownership by historically disadvantaged persons and workers in firms in the market.

Merging parties' view on the concerns raised by the DTIC

35. The Merging Parties did not respond favourably to the proposal made by the DTIC and did not make any commitment to the establishment of an ESOP or alternative structure that would promote a greater spread of ownership, or, specifically, to increase the levels of ownership by historically disadvantaged persons and workers in firms in the market.

Counterfactual

36. The merging parties indicate that if the merger is prohibited such an outcome will disadvantage them by precluding them from realising their desired return in line with their commercial objectives.
37. The Commission notes the parties submission, particularly the empowerment shareholders' submission that they are entitled to a return on their investment. The Commission accepts that the empowerment shareholders are entitled to a return on their investment. However, a return on investment is a private gain to the empowerment shareholders. In the *Association of Mineworkers and Construction Union and another vs Competition Tribunal of South African and others*, the Competition Appeal Court endorsed the Tribunal approach in *Metropolitan Holdings Limited and Momentum Group Limited* to the effect that a public interest ground must be balanced against an equally weighty countervailing public interest. A gain to shareholders is not a countervailing public interest ground. The Act imposes a public interest obligation on the merging parties to structure the proposed merger transaction in a manner that accords with the requirements of section 12A(3)(e) of the Act. In terms of section 12A(3)(e) of the Act, a merger transaction must promote the greater spread of ownership, in particular to increase the levels of ownership by historically disadvantaged persons and workers in firms in the market. In any event, the position that the empowerment shareholders find themselves in is as a direct result of the merging parties' reluctance to ensure that the merger transaction complies with the requirements of section 12A(3)(e) of the Act by putting in place a compliant post-merger ownership structure.

Conclusion

38. Considering the above, the Commission is of the view that the proposed transaction cannot be justified on substantial public interest grounds in view of the fact that it does not promote the greater spread of ownership, in particular to increase the levels of ownership by historically disadvantaged persons and workers in firms in the market. This is contrary to the mandatory provisions of section 12A(3)(e) of the Act.

39. The Commission has shared the concerns with the merging parties and invited the merging parties to propose possible remedies for the significant public interest concerns resulting from the proposed merger. The remedies provided by the parties do not adequately address the public interest concern identified by the Commission.
40. The Commission therefore prohibits the proposed transaction.

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298, or Facsimile: (012) 394 4298.

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 1824

4 March 2022

NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:

COMPAGNIE DE SAINT-GOBAIN S.A**AND****THE CHRYSO GROUP****CASE NUMBER: 2021JUN0041**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions as set out below:

1. On 29 June 2021 the Competition Commission ("the Commission") received a notice of an intermediate merger in terms of which Compagnie de Saint-Gobain S.A. ("Saint-Gobain") intends to acquire the Chryso Group.
 - 2.
 3. The primary acquiring firm is Saint Gobain, a firm incorporated in accordance with the company laws of France. In South Africa, Saint Gobain controls the following firms:
 - 1.1. Saint-Gobain Abrasives (Pty) Ltd ("Saint-Gobain Abrasives"); and
 - 1.2. Saint-Gobain Construction Products South Africa (Pty) Ltd ("SG Construction").
 3. Saint-Gobain is not controlled by any individual shareholder. The top 3 shareholders of Saint-Gobain are Group Savings Plan Funds (9.1%), Black Rock Inc (4.9%) and Caisse des Depots et Consignations (4.1%). Saint-Gobain and all the firms directly or indirectly controlling it, and all the firms that it controls shall be referred to as the "Saint-Gobain Group".
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4. The Saint-Gobain Group is an international group active in the construction sector and operates through 4 (four) business sectors: (i) innovative materials; (ii) construction products (including mortars); (iii) building materials distribution and (iv) glass. It designs, produces, and distributes materials and solutions such as building glass, gypsum, ceilings, insulation, mortars and building chemicals as well as pipe and exterior products that are used in a wide range of sectors including buildings, transport, infrastructure and industrial.
 5. The primary target firm is the Chryso Group, a firm incorporated in accordance with the company laws of France. In South Africa, the Chryso Group controls the following firms:
 6.
 - 6.1. A.B.E Construction Chemicals (Pty) Ltd ("ABE Construction Chemicals"); and
 - 6.2. Chryso Southern Africa (Pty) Ltd ("Chryso SA").
 - 7.
 8. The Chryso Group is ultimately controlled by Cinven's sixth investment fund, managed by Cinven Capital Management (VI) General Partner Limited ("Cinven Partner VI"). Cinven Partner VI is a company incorporated in accordance with the laws of Guernsey.
 - 9.
 10. The Chryso Group is a specialty chemical company, active in the design, production, marketing, and distribution of chemical solutions used in the construction sector.

Relationship between the parties/ products (horizontal / vertical)

11. The Commission considered the activities of the merging parties and found that the proposed transaction raises both a horizontal and a vertical overlap.
- 12.
13. The Commission assessed the effect of the proposed merger on the following markets:
 - 10.1 The market for the supply of waterproofing products.
 - 10.2 The upstream market for the supply of a liquid polymer admixture called Chrysogypflu CA – Water Red Agent ("liquid polymer admixture").
 - 10.3 The downstream market for the production and supply of gypsum / plaster board.
- 14.

Market share analysis

Estimated market shares of the merging parties for waterproofing products

15. In determining market shares, the Commission relied on estimates provided by competitors of the merging parties. In the market for waterproofing products, the merged entity will have a combined market share about [5% - 15%]. In this market, the merged entity will continue to face competition from several other players such as Duram, Sontcor, Sika and Others.
16. Based on the above, the Commission is of the view that the proposed transaction is unlikely to substantially prevent or lessen competition in the market for the supply of waterproofing product.

Estimated market shares of Chryso Group in the upstream market for a liquid polymer admixture

17. In the market for the liquid polymer admixture, the Chryso Group has an estimated market share of less than 15%. In this market, the Chryso Group will continue to face competition from several other players such as Sika, Mapei, Grace and Others. The Commission notes that the Chryso Group imports its liquid polymer admixture and does not manufacture it locally.
18. The Commission understands that most of the local suppliers of liquid polymer admixture import the product and do not manufacture it locally.
19. Based on the above, the Commission is of the view that it is unlikely that Chryso Group has market power in the supply of liquid polymer admixture as it will continue to compete with established players in the market and will continue to be constrained by imports.

Vertical Analysis

20. The Commission is of the view that the proposed transaction is unlikely to raise significant input or customer foreclosure concerns as the Chryso Group only supplies the liquid polymer admixture to SG Construction. SG Construction does not purchase the input from any other supplier prior to the merger.
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21. In addition, the Commission also finds that some competitors of Saint-Gobain (through SG Construction) in the production and supply of gypsum are vertically integrated firms with their own inhouse supply of liquid polymer admixture.

22. Furthermore, the competitors that the Commission engaged with indicated that imports exert a significant competitive constraint in the supply of liquid polymer admixture in South Africa. They further indicated that there are other local suppliers of liquid polymer admixture such as Mapei, Sika, Stoncor, Grace and AShak.

Conclusion on Competition Assessment

23. Based on the above, the Commission is of the view that the proposed transaction is unlikely to substantially prevent or lessen competition in any relevant market.

Public interest

Effect of employment

24. The merging parties submitted that this is an international transaction, and no integration plans in relation to South Africa have been made at this stage, nor does the Saint-Gobain Group expect the proposed transaction to give rise to merger specific retrenchments in South Africa. The merging parties further submitted that in order to address any potential concerns on employment relating to the proposed transaction, they are willing to commit to a 2-year condition that they will not effect any merger-specific retrenchments of employees in South Africa.

25. The Commission contacted the employee representatives and unions of both the Saint-Gobain Group and the Chryso Group, and no concerns were raised.

Impact on the promotion of a greater spread of ownership

26. Neither the Saint Gobain Group nor the Chryso Group are controlled or owned, whether directly or indirectly, by historically disadvantaged individuals. For the avoidance of doubt, the parties submit that the transaction notified will not impact the status quo insofar as the ownership profile of the firms controlled by the merging parties in South Africa is concerned.

Conclusion and recommendations

24. Taken as a whole, the Commission is of the view that the proposed transaction is unlikely to substantially lessen or prevent competition in any market.
25. With respect to the effect of the merger on public interest consideration, the merging parties have undertaken to commit to a 2-year condition that they will not effect any merger-specific retrenchments of employees in South Africa of Saint-Gobain and Chryso Group (including the firms controlled by Saint-Gobain and Chryso Group).
26. The Commission therefore approves the proposed transaction with conditions. The conditions are attached hereto **as annexure A**.

ANNEXURE A
COMPAGNIE DE SAINT-GOBAIN S.A

AND
THE CHRYSO GROUP

CASE NUMBER: 2021JUN0041

CONDITIONS

1. DEFINITIONS

1.1. The following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings –

- 1.1. **“Acquiring Firm”** means Compagnie de Saint-Gobain S.A.;
 - 1.2. **“Act”** means the Competition Act, No. 89 of 1998 (as amended);
 - 1.3. **“Approval Date”** means the date referred to in the Commission’s merger clearance certificate (Form CC15) in respect of the Merger;
 - 1.4. **“Commission”** means the Competition Commission of South Africa;
 - 1.5. **“Conditions”** means these conditions;
 - 1.6. **“Days”** mean any calendar day other than a Saturday, a Sunday or an official public holiday in South Africa;
 - 1.7. **“Implementation Date”** means the date occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
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- 1.8. **“LRA”** means the Labour Relations Act, No. 66 of 1995, as amended;
- 1.9. **“Merger”** means the acquisition of control by the Acquiring Firm over the Target Firm, which constitutes an intermediate merger for the purposes of the Act;
- 1.10. **“Merged Entity”** means the entity that will result from the Merger between the Merging Parties;
- 1.11. **“Moratorium”** means the period between the Approval Date and the Implementation Date and, thereafter, a period of 2 (two) years from the Implementation Date;
- 1.12. **“Merging Parties”** mean the Acquiring Firm and Target Firm;
- 1.13. **“South Africa”** means the Republic of South Africa;
- 1.14. **“Target Firm”** means the Chryso Group; and
- 1.15. **“Tribunal”** means the Competition Tribunal of South Africa.

2. RECORDAL

- 2.1. On 29 June 2021, the Merging Parties notified the Merger to the Commission.
- 2.2. The Commission found that the Merging Parties were not able to provide a definitive statement that the Merger would not result in any Merger-related retrenchments in South Africa. However, the Acquiring Firm tendered the Conditions to address any potential concerns in this regard.

3. CONDITION TO THE APPROVAL OF THE MERGER: EMPLOYMENT

- 3.1. The Merging Parties shall not retrench any employees in South Africa as a result of the Merger, during the Moratorium period.
 - 3.2. For the sake of clarity, retrenchments do not include (i) voluntary separation arrangements; or (ii) voluntary early retirement packages, (iii) unreasonable
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refusals to be redeployed in accordance with the provisions of the LRA; (iv) resignations or retirements in the ordinary course of business; (v) retrenchments lawfully effected for operational requirements unrelated to the Merger; and (vi) terminations in the ordinary course of business, including but not limited to, dismissals as a result of misconduct or poor performance.

4. MONITORING OF COMPLIANCE WITH THE CONDITION

- 4.1. The Merging Parties shall circulate a copy of the Conditions to all their employees in South Africa and their relevant trade unions or employee representatives within 5 (five) business days of the Approval Date.
 - 4.2. As proof of compliance thereof, a director of the Acquiring Firm's South African subsidiaries and a director of the Target Firm's South African subsidiaries, shall each within 10 (ten) business days of circulating the Conditions, submit affidavits attesting to the circulation of the Conditions to their employees in South Africa and provide a copy of the notice that was sent to the employees, respectively.
 - 4.3. The Merging Parties shall inform the Commission of the Implementation Date within 5 (five) business days of it becoming effective.
 - 4.4. The Merged Entity shall, on the first and second anniversary of the Implementation Date submit a report confirming compliance with Conditions **Error! Reference source not found.** and **Error! Reference source not found.**
 - 4.5. Each report submitted in terms of paragraph 4.4 shall be accompanied by an affidavit of a director of the Acquiring Firm's South African subsidiaries confirming the accuracy of the information contained in the report and attesting to the compliance with the Conditions.
 - 4.6. The Commission may, for the duration of the Conditions, request additional information on compliance with these Conditions.
 - 4.7. Any employee of either of the Merging Parties who believes that the Merging Parties have not complied with or have acted in breach of these Conditions may
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approach the Commission.

5. APPARENT BREACH

5.1. If the Commission receives any complaint concerning non-compliance with the Conditions or otherwise determines that there has been an apparent breach by the Merged Entity of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Commission Rules read with Rule 37 of the Tribunal Rules.

6. VARIATION

6.1. The Merged Entity may at any time, on good cause shown, apply to the Commission for the Conditions to be lifted, revised or amended. Should a dispute arise concerning the variation of the Conditions, the Merging Parties shall apply to the Tribunal, on good cause shown, for the Conditions to be lifted, revised or amended.

7. GENERAL

7.1. All correspondence in relation to these Conditions must be submitted to the following email addresses: mergerconditions@compcom.co.za and ministry@thedtic.gov.za

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 1825

4 March 2022

NOTIFICATION OF CLOSED CONDITIONAL MERGER APPROVALS

1 APRIL 2021 – 30 SEPTEMBER 2021

1. In the matter between **BOUNDARY TERRACES 042 (PTY) LTD AND BRAVO GROUP LIMITED**, the Conditions required that; save for the affected employees, the Merging Parties shall not retrench any employee as a result of the merger. The conditions further provide that Bravo and its subsidiaries shall set up a Development Fund to help to either reskill the Affected Employees or afford them an opportunity to start up small business ventures.
2. On 23 February 2021, the primary target firm's legal representatives indicated to the Commission that the merger was not implemented. The merging parties further submitted a notice of the abandonment of the merger, i.e., Form CC6. The Commission therefore terminated these conditions.
3. In the matter between **FLEMING CAPITAL SECURITIES, INC., A WHOLLY OWNED INDIRECT SUBSIDIARY COMPANY OF GARDA WORLD SECURITY CORPORATION ("GARDA") AND G4S PLC ("G4S") (2020NOV0034)**, the Conditions required the Merged Entity not to retrench any employee of the Target Firm in South Africa as a result of the Merger, for a period of 3 (three) years from the Implementation Date. The Merged Entity was further required to maintain the B-BBEE ownership levels of the entities of the Target Firm in South Africa as at the Implementation Date, for as long as the Acquiring Firm exercises control of the Target Firm.
4. On 19 March 2021, the Commission received submissions from Garda to the effect that *"the Garda/G4S merger has fallen over, and that the merger conditions are accordingly null and void"*. The Commission further received a notice of the abandonment of the merger from the merging parties and as a result, these conditions were terminated.
5. In the matter between **EKAPA MINING (PTY) LTD AND CROWN RESOURCES (PTY) LTD (2018JUL0052)**, the merging parties were required to reinstate 7 unskilled retrenched employees within 10 business days of the merger approval date. Further, if any of the

- identified 7 employees declined to be reinstated, the merging parties were to offer the reinstatement option to the remaining 10 skilled retrenched employees until 7 employees are reinstated in total.
6. The Commission received various compliance reports confirming compliance with the conditions. There are no further reporting requirements, and the Commission therefore terminated the conditions.
 7. In the matter between **GALLUS HOLDINGS LIMITED AND SOVEREIGN FOODS INVESTMENT LTD (2017AUG0062)**, the Conditions required that Sovereign Foods does not retrench employees as a result of the merger for a period of 2 (two) years from the implementation date. The merging parties submitted compliance reports confirming compliance with the conditions. There are no further reporting requirements from the merging parties and hence the Commission terminated the conditions.
 8. In the matter between **IMERYS SA AND KERN TECH 1 (2017APR0028)**, the conditions required that the merging parties do not retrench any other employees, save for those who had been declared upfront, for a period of 3 years after the implementation of the merger. The conditions further required that the merging parties provide affected employees with a range of assistance related to finding alternative employment.
 9. The merging parties submitted various reports confirming compliance with the conditions. There are no further reporting requirements from the merging parties and hence the Commission terminated the conditions.
 10. In the matter between **OFF THE SHELF INVESTMENTS FIFTY-SIX (RF) (PTY) LTD (OTS) AND CHEVRON SOUTH AFRICA (PTY) LTD (CSA) (2017NOV0015)**, a wide range of employment, investment, and other public interest conditions were imposed. CSA was a subject of 3 (three) merger transactions, namely on 8 March 2018 (i.e., *the Sinopec merger*), 13 September 2018 (i.e., *the OTS merger*) and 15 March 2019 (i.e., *the Glencore merger*).
 11. The *Sinopec merger* gave rise to the *OTS merger*, as OTS subsequently exercised its pre-emptive right to acquire the CSA shares on the same terms and conditions as CGEI (CSA's parent company) had agreed with Sinopec. Although approved by the Tribunal, *the Sinopec merger* was never implemented, and its Conditions were thus terminated in July 2020. Following the approval of the *OTS merger*, Glencore subsequently filed and obtained approval of the *Glencore merger*. The *Glencore merger* conditions are

substantially similar to those imposed in the *Sinopec merger* and the *OTS merger*, respectively.

12. The *Glencore merger* was implemented on 8 April 2019. The Commission notes that the subsequent approval and implementation of the *Glencore merger* shows that the Conditions imposed in the *OTS merger* are no longer applicable. Therefore, the *OTS merger* Conditions have been terminated.
13. In the matter between ***SOUTH AFRICAN DISTILLERS & WINE (SA) LIMITED (DISTELL) AND LUSAN HOLDINGS (PTY) LTD (LUSAN) (2017JUL0035)***, the conditions required that the merging parties do not retrench any other employees, save for those that have been identified, for a period of 2 years. The merging parties have since provided the Commission with various compliance reports that demonstrated their compliance with the conditions. There are no further reporting requirements from the merging parties hence the Commission terminated the conditions.
14. In the matter between ***TWINSAYER HOLDINGS (PTY) LTD AND SYLKO (PTY) LTD (2017APR0049)***, the conditions required that the merging parties do not retrench any employees for a period of 2 years. The merging parties have provided the Commission with various compliance reports indicating their compliance with the Conditions. There are no further reporting requirements from the merging parties and hence the Commission terminated the conditions.
15. In the matter between ***SANLAM LIFE INSURANCE LTD AND ABSA CONSULTANTS AND ACTUARIES (PTY) LTD (2017OCT0045)***, the conditions required that the merging parties do not retrench any employees as a result of the merger for a period of two (2) years.
16. The Commission notes that no concerns were received in respect of employment during the period between the implementation date and the date on which the final compliance affidavit was submitted. Further, there are no outstanding reporting obligations. Therefore, the Commission terminated these conditions.
17. In the matter between ***AFGATE PROPERTIES (PIETERSBURG) (PTY) LTD AND MURRAY AND ROBERTS'S HALL LONGMORE BUSINESS (PTY) LTD (2013DEC0589)*** the Conditions required that the merging parties not retrench more than 95 employees as a result of the merger. From a monitoring perspective, the Conditions required the merging parties to circulate a copy of the conditions to their employees within

7 days of the merger approval. Within 5 days thereafter, they must submit an affidavit confirming compliance with the conditions.

18. The National Union of Metalworkers of South Africa (NUMSA) took the decision of the Commission for reconsideration before Tribunal, primarily based on this condition. The outcome of the reconsideration was a settlement agreement which placed a moratorium on all retrenchments as a result of the merger which the Tribunal confirmed by order on 15 October 2016. The settlement agreement provides that the merging parties shall not retrench any employees in the two-year period following the date of signature of the settlement agreement. There were no reporting obligations imposed by the settlement agreement. The Commission has not received any complaints about retrenchments relating to the Merger.
19. Considering the above, the Commission terminated the Conditions as they were no longer applicable and have lapsed.
20. In the matter between ***ASCENDIS HEALTH LTD AND PHARMA NATURA (PTY) LTD (2014MAR0088)*** the merged entity was required to ensure that there were no Merger-related retrenchments from the effective date in respect of the Affected Employees.
21. The Commission is of the view that the merged entity has duly complied with its obligations as set out in the Conditions. As such, the Commission terminated the Conditions.
22. In the matter between ***DIMENSION DATA PROTOCOL BV AND HATCH INVESTMENT (MAURITIUS) (2017AUG0075)***, Dimension Data was precluded from retrenching any South Africa employees of the merged entity and the Acquiring Group for a period of two (2) years from the implementation date. Further, the merging parties were required to ensure that post-merger, Nihilent (a subsidiary of Hatch Investments) would continue with its internship program and that the merger would not result in any negative changes in relation to the manner in which Nihilent offers the internships. Furthermore, the merging parties were required to engage the University of Witwatersrand with the view to conclude a memorandum of understanding in order to facilitate the transfer of skills to South African citizens in the IT sector.
23. The merger parties have submitted compliance reports and supporting documents confirming their compliance with the conditions. Considering the above, the Commission

is of the view that the merged entity has duly complied with its obligations as set out in the conditions.

24. In the matter between ***LIBSTAR OPERATIONS (PTY) LTD AND PATLEYS (PTY) LTD (2015JUL0416)***, the Conditions precluded the Merged Entity from terminating the supply agreement with Highveld Honey Farms CC for a period of 3 (three) years as a result of the merger. The merging parties submitted compliance reports confirming compliance with the conditions. There are no further reporting requirements from the merging parties and hence the Commission terminated the conditions.
25. In the matter between ***LIKE WISE TRADING (PTY) LTD AND SELBORNE CARPET WHOLESALERS' CLOSE CORPORATION (2017MAY0016)***, the Conditions required the Merged Entity not to retrench any employee as a result of the Merger, for a period of 8 (eight) months from the Implementation Date of the Merger. Following the 8 (eight) month period, the Merged Entity was required to implement the retrenchments as a result of the Merger gradually over a period of 3 (three) years. Should the Merged Entity identify the need to commence with retrenchments as a result of the Merger upon expiry of the 8 (eight) month period, the Merging Parties agreed that the Merged Entity will retrench no more than 9 (nine) of the Affected Employees as a result of the Merger by the first anniversary of the Merger.
26. The Commission received various compliance reports wherein the merging parties reported compliance with the conditions. There were no further compliance reports required from the merging parties and therefore the Commission terminated these conditions.
27. In the matter between ***PURE PHARMACY RETAIL (PTY) LTD AND LJ FARELL AND SONS (PTY) LTD (2018JUL0017)***, the Conditions required the Merged Entity to limit the number of retrenchments that can be effected by the merging parties as a result of the merger. The Conditions further required the merging parties to establish a training fund for unskilled employees of up to R15 000 per unskilled employee to enrol in any training course to upskill them post-retrenchment.

The Commission notes that the Conditions lapsed on 20 August 2021. Further, the merging parties have provided the Commission with various compliance reports indicating their compliance with the Conditions. Therefore, the Commission is of the view that that the merging parties have fully complied with the Conditions. There are no further reporting

requirements from the merging parties and hence the Commission terminated the conditions.

28. In the matter between **MIH ECOMMERCE HOLDINGS PROPRIETARY LIMITED AND CAR TRADER PROPRIETARY LIMITED T/A AUTOTRADER (2017JUL0024)**, the merging parties were precluded from retrenching any employees as a result of the merger for a period of two (2) years from the approval date.
29. The first compliance affidavit was submitted on 29 November 2018, where the merging parties confirmed that neither of the merging parties have retrenched any employees in the twelve (12) months following the approval of the merger, as a result of the merger. The merging parties also submitted that the acquiring firm retrenched 3 (three) employees for reasons unrelated to the merger. The retrenchments were due to operational requirements.
30. With regard to the second and final compliance affidavit dated 20 November 2019, the merging parties confirmed that neither of the merging parties have retrenched any employees in the period 1 January 2019 to 2 December 2019, as a result of the merger. The merging parties also submit that the target firm retrenched 1 (one) employee for reasons unrelated to the merger. The Commission found that the retrenchments of the 4 (four) employees in total, 3 (three) in the November 2017 to December 2018 period, and 1 (one) in the January to December 2019, were unlikely to be as a result of the merger but were linked to operational requirements. The Commission notes that no concerns were received in respect of employment during the period between the implementation date and the date on which the final compliance affidavit was submitted. The merging parties have thus complied with the conditions and therefore the Commission terminated these conditions.
31. In the matter between **AON PLC (AON) AND WILLIS TOWERS WATSON PUBLIC LIMITED COMPANY (WILLIS TOWERS) (2020OCT0011)**, the Conditions required the merging parties to divest Willis Towers' entire global reinsurance broking business units dedicated to treaty and facultative reinsurance services, (the Reinsurance Divestiture Business) to Gallagher.
32. Further, the Conditions required the merging parties to divest the entire Willis Towers short-term insurance broking services in South Africa ("South African CRB Divestiture

Business”) to Gallagher which would remove the overlap between Aon and Willis in South Africa.

33. On 2 August 2021, the merging parties abandoned the merger. Considering this, the Conditions are no longer applicable. The Commission therefore terminated these conditions.
34. In the matter between ***RYMCO (PTY) LTD AND YEASTPRO (PTY) LTD (2012MAR0126)***, the Conditions required the merging parties to make amendments to their supply agreement. In addition, the merging parties were required not to enter into an exclusivity agreement of any form whether in writing or tacitly with Anchor Yeast and NCP Yeast, including any successor of NCP Yeast, in relation to the procurement and supply of Wet Yeast in South Africa. The condition relating to the amendments in the Supply Agreement was set to exist for the duration of the Supply Agreement (the Supply Agreement was for a period of 6 years). Further, the condition relating to exclusivity was set to exist for the duration of the supply agreement or 6 years from the Approval Date (the merger was approved 12 June 2012), whichever is the longer.
35. On 22 June 2012, the merging parties submitted an amended supply agreement to the Commission. On 20 August 2015 the merging parties submitted a final affidavit in compliance with the conditions. The Commission notes that the period of 6 years has lapsed and the 6 years from the approval date lapsed in June 2018. Therefore, there are no reporting obligations outstanding in this regard, and the Commission terminated the conditions.

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 1826

4 March 2022

NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:

EPIROC CANADA HOLDING INC.**AND****MINERP HOLDINGS INC.****CASE NUMBER: 2021FEB012**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions as set out below:

1. On 19 February 2021, the Competition Commission ("the Commission") received notice of an intermediate merger wherein Epiroc Canada Holding Inc. ("Epiroc"), intends to acquire control of MineRP Holdings Inc ("MineRP") and its subsidiaries including MineRP South Africa ("MineRP SA"). Upon completion of the proposed transaction, Epiroc will have sole control over the business of MineRP.

Acquiring Group

2. The primary acquiring firm is Epiroc Canada Holding Inc. ("Epiroc"), a company incorporated in accordance with the laws of Canada. Epiroc, its controllers and its subsidiaries will hereafter collectively be referred to as the "Acquiring Group."
3. The Acquiring Group is a leading supplier of rock excavation equipment and mining machinery and provides solutions that increase utilisation and productivity in the mining, natural resources, and infrastructure industries. The Acquiring Group develops and produces

innovative equipment, consumables, and services for use in surface and underground mining, infrastructure, civil works, well-drilling, and geotechnical applications. In South Africa, the Acquiring Group is active in the development, manufacturing, marketing, and distribution of various equipment for use in several applications, namely: (i) mining (ii) construction (iii) water, and (iv) demolition and recycling.

Target firm

4. The primary target firm is MineRP, a company incorporated in accordance with the laws of Canada. MineRP and its subsidiaries will hereafter collectively be referred to as the “Target Group.”
5. The Target Group is a mining software and consulting company which comprises a set of mining technical software products and solutions. In South Africa, the Target Group develops and supplies mining software that enable the user to manage mining data, understand and interpret data, determine the asset potential of the mine and to assist the mine to operate efficiently.

Competitiveness analysis

6. The Commission considered the activities of the merging parties and found that the proposed transaction does not result in a horizontal nor vertical overlap as the Acquiring Group does not sell products or render services in, into or from South Africa which compete with the activities of the target firm. The Acquiring Group is active in the provision of rock excavation equipment and mining machinery and provides solutions that increase utilization and productivity in the mining, natural resources, and infrastructure industries. The target firm on the other hand is a mining software and consulting company which comprises a set of mining technical software products and solutions.
 7. The Commission also considered if the products of the Acquiring Group and services of the Target Group can be used by customers in combination. The Commission found that the merging parties’ products can, in theory, be used in combination as the mining equipment that
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the Acquiring Group supplies can be integrated with the software that is provided by the Target Group.

8. According to market participants however, the integration of the merging parties' activities would require further Research and Development and a few years of implementation as the systems that are used by the merging parties are different. In order to integrate the systems, the Acquiring Group would first have to change their machinery, workflow, inventory management, and work management.
 9. Notwithstanding the above, the Commission assessed: (i) whether the merged entity would have the ability to foreclose its rivals, (ii) if it would have the economic incentive to do so and, (iii) whether a foreclosure strategy would have a significant detrimental effect on competition, thus causing harm to consumers.
 10. The Commission considered the market shares of the merged entity and found that the merging parties do not hold a high market share in South Africa and would not hold a dominant position in the market. It is therefore unlikely that the merged entity would be able to employ an anti-competitive tying and bundling strategy. Based on the above, the Commission is of the view that the merged entity will not have the ability to engage in exclusionary tying and bundling post-merger.
 11. The Commission further notes that the Acquiring Group holds equity stake in a company which provides an underground mining software application developed for situational awareness, tracking, navigation, emergency support and the facilitation of 'ventilation on demand' functionality. However, the minority equity stake does not provide for any ability to influence decision making nor to exercise minority shareholding rights to veto decisions etc. The Commission found that this company (Mobilaris) is not active in South Africa. As such, the Commission is of the view that the Acquiring Group's minority shareholding in Mobilaris is unlikely to raise information exchange concerns particularly because Mobilaris does not operate in South Africa.
 12. Based on the above, the Commission is of the view that the proposed transaction is unlikely to substantially lessen or prevent competition in any market in South Africa.
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Public interest

Employment

13. The merging parties stated that there may be limited redundancies or role movement at mid/top management level because of synergies and efficiencies of roles, and that approximately 5 (five) individuals of mid/top management may be considered for alternative roles or redundancy out of approximately 164 employees.
14. The Commission requested the merging parties to provide further details regarding the contemplated mid/top management retrenchments stated above. The merging parties indicated that the Acquiring Group has not identified specific individuals who may be subject to possible retrenchment but rather that it is anticipated that, on a worst-case scenario basis, there may be limited redundancies or role movement.
15. The Department of Trade, Industry and Competition ("DTIC") also participated with employment concerns. The Commission requested an undertaking stating that there will not be any merger-related retrenchments given the current economic climate in South Africa and the high unemployment rate. The merging parties agreed to a moratorium of a period of 24 (twenty-four) months in line with case precedent in similar instances.
16. Considering the above, the Commission is of the view that the proposed condition will remedy any employment concerns. In addition, the proposed transaction does not raise any other public interest concerns.

Conclusion

17. The Commission recommends that the proposed transaction be approved with employment conditions attached as **Annexure A**.
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ANNEXURE A
EPIROC CANADA HOLDING INC.
AND
MINERP HOLDINGS INC.
CASE NUMBER: 2021FEB0012

DEFINITIONS

The following expressions shall bear the meaning assigned to them below and cognate expressions bear corresponding meaning: –

1. **“Acquiring Firm”** means Epiroc Canada Holding Inc.;
 2. **“Acquiring Group”** means the Epiroc Group;
 3. **“Affected employees”** means employees of the Merging Parties in South Africa who may be retrenched excluding the contemplated 5 employees as a result of the Merger;
 4. **“Approval Date”** means the date on which the Merger is approved by the Commission and as set out in the Commission’s clearance certificate;
 5. **“Commission”** means the Competition Commission of South Africa;
 6. **“Competition Act”** means the Competition Act, No. 89 of 1998, as amended;
 7. **“Conditions”** means the conditions set out herein;
 8. **“Days”** means any calendar day which is not a Saturday, a Sunday or an official public holiday in South Africa;
 9. **“Epiroc Group”** means Epiroc Canada Holding Inc and all firms which it directly and indirectly controls;
 10. **“Implementation Date”** means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
 11. **“LRA”** means the Labour Relations Act 66 of 1995, as amended;
 12. **“Merger”** means the acquisition of control by the Acquiring Firm over the Target Firm;
 13. **“Merging Parties”** means the Acquiring Firm and the Target Firm;
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14. **“Moratorium”** means the period between the Approval Date and the Implementation Date and thereafter, a period of 2 years from the Implementation Date;
 15. **“Target Firm”** means MineRP Holdings Inc.;
 16. **“Tribunal”** means the Competition Tribunal of South Africa.

2. RECORDAL

- 2.1. On 10 February 2021, the Commission received notice of an intermediate merger wherein the Acquiring Firm intends to acquire control over the Target Firm. Following its investigation, the Commission found that the Merger is unlikely to substantially prevent or lessen competition in any relevant market.
- 2.2. However, the Commission found that the Merger may result in the retrenchment of up to 5 (five) employees of the Target Firm. Furthermore, the Department of Trade, Industry and Competition (“DTIC”) participated in the merger citing employment concerns. Following engagements between the Commission, the Merging Parties, and the DTIC, the Merging Parties and the Commission have agreed to a Moratorium period of 24 months as set out in this condition.

3. EMPLOYMENT CONDITIONS

- 3.1. The Merging Parties shall not retrench any employees in South Africa as a result of the Merger for a period of 24 (twenty-four) months from the Implementation Date.
 - 3.2. For the sake of clarity, retrenchments for purposes of paragraph 3.1 above will not include (i) voluntary separation arrangements; (ii) voluntary early retirement packages; (iii) unreasonable refusals to be redeployed in accordance with the provisions of the LRA; (iv) resignations or retirements in the ordinary course of business; (v) retrenchments lawfully effected for operational requirements unrelated to the Merger; and (vi) terminations in the ordinary course of business, including but not limited to, dismissals as a result of misconduct or poor performance.
 - 3.3. Should the need to retrench employees arise post the above mentioned 24 (twenty-four) month period, the Merging Parties shall for a further period of 24 (twenty-four) months give
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preference to any affected employees in relation to any available vacancies that may arise within any wholly owned subsidiaries and/or divisions that are operationally under the control of the Merging Parties provided they have the requisite qualifications, skills, know-how and experience.

4. MONITORING OF COMPLIANCE WITH THE CONDITIONS

- 4.1. The Acquiring Firm shall inform the Commission in writing of the Implementation Date of the Merger within 5 (five) Days of it becoming effective.
- 4.2. The Merging Parties shall each circulate a copy of the Conditions to their employees in South Africa, the relevant trade unions, and employee representatives within 5 (five) Days of the Approval Date.
- 4.3. As proof of compliance thereof, the Chief Executive Officer of Epiroc Group, on behalf of the merged entity, shall within 10 (ten) Days of circulating the Conditions, submit an affidavit to the Commission attesting to the circulation of the Conditions and provide a copy of the notice that was sent to the employees, the relevant trade unions and employee representatives.
- 4.4. Any employee, relevant trade union or employee representative of either of the Merging Parties who believes that the Merging Parties have not complied with or have acted in breach of these Conditions may approach the Commission.
- 4.5. The Merging Parties shall, on each anniversary of the Implementation Date, during the period referred to in **Error! Reference source not found.** above submit an affidavit confirming compliance with the conditions for the duration of the Moratorium.

5. BREACH

- 5.1. In the event that the Commission determines that there has been an apparent breach by the Merging Parties of any of the above Conditions, this shall be dealt with in terms of Rule 39 of the Rules for the Conduct of Proceedings in the Commission read together with Rule 37 of the Rules for the Conduct of Proceedings in the Tribunal.
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6. VARIATION

- 6.1. The Merging Parties may at any time, on good cause shown, apply to the Commission for the Conditions to be lifted, revised, or amended.

7. GENERAL

- 7.1. All correspondence in relation to the Conditions must be submitted to the following e-mail addresses: mergerconditions@compcom.co.za and ministry@thedtic.gov.za

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 1827

4 March 2022

NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:

**JAS WORLDWIDE OMNI-CHANNEL, LLC
AND
TIGERS LIMITED**

CASE NUMBER: 2021MAR0001

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

1. On 01 March 2021, the Competition Commission (Commission) was notified of an intermediate merger wherein JAS Worldwide Omni-Channel, LLC (JAS) intends to acquire the entire issued share capital of Tigers Limited (Tigers). On completion of the proposed transaction, JAS will own and have sole control of Tigers.

Parties to the transaction

2. The primary acquiring firm is JAS, a company incorporated in accordance with the laws of the state of Georgia, United States of America (USA). JAS is controlled by JAS Worldwide Inc (JAS Worldwide).
3. The primary target firm is Tigers Limited (Tigers), a company incorporated in accordance with the laws of Hong Kong.

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4. JAS Worldwide is a global freight forwarder and logistics provider operating worldwide in over 80 countries. It offers freight forwarding services, customs brokerage, and warehousing services.
 5. Tigers provides freight forwarding, customs brokerage and contract logistics services. It has branches and logistics hubs in Asia Pacific (Australia, Greater China, India, Malaysia, Myanmar), North America (USA and Canada), Europe (Germany, Netherlands, and the United Kingdom), as well as South Africa.

Competition analysis

6. The Commission considered the activities of the merging parties and found that the proposed transaction presents a horizontal overlap in the market for the provision of freight forwarding and clearing services.
7. The Commission found that the merging parties are small players in the market, and as such, it is unlikely that the proposed transaction will substantially prevent or lessen competition. This was confirmed by competitors and customers of the merging parties. None of the competitors and customers contacted by the Commission raised concerns with the proposed transaction.
8. Taken as a whole, the Commission is of the view that the proposed transaction is unlikely to substantially prevent or lessen competition in the relevant market.

Public interest

9. The merging parties submit that the transaction notified is an international transaction and JAS has not made any integration plans at this stage which would impact employment in South Africa. Notwithstanding the above, the merging parties submit that they are amenable to a condition that places a moratorium on merger-related retrenchments for a period of 2 (two) years.
 10. The Commission received concerns of job security from employee representatives of Tigers. The Commission indicated that the merging parties have tendered a condition imposing a
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moratorium of 2 (two) years on merger-related retrenchments. The employees have not raised any further concerns with the proposed transaction.

11. The proposed transaction does not raise any other public interest issues.

Conclusion

12. Taken as a whole, the Commission is of the view that the proposed transaction is unlikely to substantially prevent or lessen competition.
13. From a public interest perspective, the Commission notes that JAS has not made any integration plans at this stage which would impact employment in South Africa. Notwithstanding the above, the merging parties have tendered a condition that places a moratorium on merger-related retrenchments for a period of 2 (two) years. The Commission accepts the merging parties proposed condition.
14. As such, the Commission recommends that the proposed transaction be approved subject to conditions attached as **Annexure A**.

ANNEXURE A**JAS WORLDWIDE OMNI-CHANNEL, LLC****AND****TIGERS LIMITED****CASE NO: 2021MAR0001**

DEFINITIONS

1.1. The following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings –

- 1.1. **“Acquiring Firm”** means JAS Worldwide Omni-Channel, LLC;
 - 1.2. **“Act”** means the Competition Act, No. 89 of 1998 (as amended);
 - 1.3. **“Approval Date”** means the date referred to in the Commission’s merger clearance certificate (Form CC15) in respect of the Merger;
 - 1.4. **“Commission”** means the Competition Commission of South Africa;
 - 1.5. **“Commission Rules”** mean the Rules for the Conduct of Proceedings in the Commission;
 - 1.6. **“Conditions”** means these conditions;
 - 1.7. **“Days”** mean any calendar day other than a Saturday, a Sunday or an official public holiday in South Africa;
 - 1.8. **“Implementation Date”** means date occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
 - 1.9. **“LRA”** means the Labour Relations Act, No. 66 of 1995, as amended;
 - 1.10. **“Merger”** means the acquisition of control by the Acquiring Firm of the Target Firm, which constitutes an intermediate merger for purposes of the Act;
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- 1.11. **“Merged Entity”** means the entity that will result from the Merger between the Merging Parties;
- 1.12. **“Moratorium”** means the period between the Approval Date and the Implementation Date and, thereafter, a period of 2 (two) years from the Implementation Date;
- 1.13. **“Merging Parties”** mean the Acquiring Firm and Target Firm;
- 1.14. **“South Africa”** means the Republic of South Africa;
- 1.15. **“Target Firm”** means Tigers Limited;
- 1.16. **“Tribunal”** means the Competition Tribunal of South Africa; and
- 1.17. **“Tribunal Rules”** means the Rules for the Conduct of Proceedings in the Tribunal.

2. RECORDAL

- 2.1. On 1 March 2021, the Merging Parties notified the Merger to the Commission.
- 2.2. The Commission found that the Merging Parties were not able to provide a definitive statement that the Merger would not result in any Merger-related retrenchments in South Africa. However, the Acquiring Firm tendered the Conditions to address any potential concerns in this regard.

3. CONDITION TO THE APPROVAL OF THE MERGER: EMPLOYMENT

- 3.1. The Merging Parties shall not retrench any employees in South Africa as a result of the Merger, during the Moratorium period.
 - 3.2. For the sake of clarity, retrenchments do not include (i) voluntary separation arrangements; or (ii) voluntary early retirement packages, (iii) unreasonable refusals to be redeployed in accordance with the provisions of the LRA; (iv) resignations or retirements in the ordinary course of business; (v) retrenchments lawfully effected for operational requirements unrelated to the
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Merger; (vi) terminations in the ordinary course of business, including but not limited to, dismissals as a result of misconduct or poor performance.

4. MONITORING OF COMPLIANCE WITH THE CONDITION

- 4.1. The Merging Parties shall circulate a copy of the Conditions to all their employees in South Africa and their relevant trade unions or employee representatives within 5 (five) Days of the Approval Date.
 - 4.2. As proof of compliance thereof, the Managing Director of the Acquiring Firm's South African subsidiary, JAS Forwarding SA Proprietary Limited, and the Managing Director of the Target Firm's South African subsidiary, Lochhead White and Womersley Proprietary Limited, shall each within 10 (ten) Days of circulating the Conditions, submit affidavits attesting to the circulation of the Conditions to the Merging Parties' employees in South Africa and provide a copy of the notice that was sent to the employees, respectively.
 - 4.3. The Merging Parties shall inform the Commission of the Implementation Date within 5 (five) Days of it becoming effective.
 - 4.4. The Merged Entity shall, on the first and second anniversary of the Implementation Date submit a report confirming compliance with Condition 3.1. Any report contemplated herein must include amongst others details regarding retrenchments undertaken in accordance with clause 3.2 of the Conditions.
 - 4.5. Each report submitted in accordance with paragraph 4.4 shall be accompanied by an affidavit of the Managing Director of the Acquiring Firm's South African subsidiary, JAS Forwarding, confirming the accuracy of the information contained in the report and attesting to compliance with the Conditions.
 - 4.6. The Commission may, for the duration of the Conditions, request additional information on compliance with these Conditions.
 - 4.7. Any employee of either of the Merging Parties who believes that the Merging Parties have not complied with or have acted in breach of these Conditions may
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approach the Commission.

5. APPARENT BREACH

- 5.1. Any complaint received by the Commission alleging a breach of the Conditions shall be dealt with in terms of Rule 39 of the Commission Rules read with Rule 37 of the Tribunal Rules.

6. VARIATION

- 6.1. The Merging Parties may at any time, on good cause shown, apply to the Commission for the Conditions to be lifted, revised or amended. Should a dispute arise in relation to the variation of the Conditions, the Merging Parties shall apply to the Tribunal, on good cause shown, for the Conditions to be lifted, revised or amended.

7. GENERAL

- 7.1. All correspondence in relation to these Conditions shall be sent to mergerconditions@compcom.co.za and ministry@thedtic.gov.za.

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 1828

4 March 2022

NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:

K2021511200 (SOUTH AFRICA) PROPRIETARY LIMITED**AND****CONSOLIDATED STEEL INDUSTRIES PROPRIETARY LIMITED****CASE NUMBER: 2021MAY0007**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

1. On 05 May 2021, the Competition Commission (Commission) received notice of an intermediate merger in terms of which K2021511200 (South Africa) (Pty) Ltd (NewCo) intends to acquire Consolidated Steel Industries (Pty) Ltd's (CSI) Global Roofing Solutions business (GRS Division).
2. NewCo will acquire the GRS Division as a going concern as well as shareholding in GRS Botswana (Pty) Ltd (GRS Botswana) and Country Roofing (Pty) Ltd (Country Roofing Namibia).

The parties and their activities

3. The primary acquiring firm is NewCo, a private company incorporated in South Africa. NewCo is owned by Rockwood Private Equity Proprietary Limited (Rockwood). The shares in Rockwood are held by various individuals.

4. The primary target firm is CSI in respect of its GRS Division. The shares in CSI are held by Tiso Blackstar Holdings SE, which is in turn owned by Tiso Blackstar Group SE. CSI comprises two divisions, being the GRS Division and the Stalcor Division. Of relevance to the proposed transaction is the GRS Division which controls Global Roofing Solutions Zambia Limited; GRS Botswana; and Country Roofing Namibia. The Target Firm is a subsidiary of Tiso Blackstar Holdings SE and its HDP shareholding therefore depends on the B-BBEE shareholding of Tiso Blackstar Holdings SE. According to the Target Firm, publicly available information as of December 2020 reveals that the Black Ownership percentage of Blackstar Holdings Group Proprietary Limited is 58.16%. Based on the foregoing, it may be assumed that the Target Firm's B-BBEE % shareholding was 58.16%.
5. The GRS Division is principally a manufacturing business servicing the metal roofing and roofing accessories market in South Africa. The primary products of the GRS Division include steel roofing profiles and roofing accessories (clips), steel decking profiles and roof sheeting products.

Overlaps and Competition assessment

6. The Commission considered the activities of the merging parties and found that the proposed transaction does not result in any horizontal or vertical overlaps. Therefore, the Commission concluded that the proposed transaction is unlikely to substantially prevent or lessen competition in any market.

7. *Public Interest*

Employment

8. The merging parties submit that the proposed transaction will not result in an adverse effect on employment. In particular, it was submitted that there will be no job losses or retrenchments arising from the proposed transaction as the employees of the GRS Division will be transferred to NewCo in terms of section 197 of the Labour Relations Act 66 of 1995 (LRA).
 9. The employees of the Target Group are represented by National Union of Metalworkers of South Africa (NUMSA) and Solidarity. The Commission contacted both trade unions in order to ascertain whether concerns were raised by the employees.
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10. In relation to the employees represented by Solidarity, it was submitted that the notice was received and that no concerns were raised. In relation to NUMSA, it was submitted that employees were not notified of the proposed transaction and as such, NUMSA had not received concerns from the members. The Commission engaged the merging parties and in response, the merging parties submitted that they have discharged their obligation by sending a copy of the merger filing to NUMSA in terms of section 13A of the Competition Act 89 of 1998 (the Act). In addition, the merging parties submitted that NUMSA acknowledged receipt of the notice and further requested that the notice be sent to NUMSA's legal department, which the merging parties did.
11. The Commission notes that the merging parties have given an unequivocal undertaking that the proposed transaction will not result in any job losses. Further, the target firm's employees would be transferred to the Acquiring Firm in terms of section 197 of the LRA. As such, the Commission is of the view that the proposed transaction will not result in any employment concerns.

Participation by the Department of Trade Industry and Competition (DTIC)

12. The DTIC requested that the proposed transaction be approved subject to a condition that for 24 months post-implementation of the merger, the GRS Division consider the 80 retrenched employees when suitable employment opportunities become available.
13. The Commission considered the request from the DTIC and is of the view that an imposition of such condition to the proposed transaction will alleviate the effects of the merger on employment. The Commission has thus engaged the merging parties regarding the proposal. On 18 May 2021, the merging parties made a submission indicating that they agree to the approval of the proposed transaction with employment conditions.

The effect on the promotion of a greater spread of ownership

14. The Commission found that the proposed transaction would result in a negative impact on the promotion of a greater spread of ownership, in particular, ownership by HDPs.
15. The Commission notes that while the diminution of HDI shareholding in the Target Firm is a concern, in the instant case the target firm is in business rescue with no prospect of an
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alternative suitor in the short to medium term. Therefore, a balance had to be struck between two competing public interest grounds (i.e., HDI ownership and employment). It is also noted that the Tiso Blackstar Group (i.e., the seller who is currently represented by the business rescue practitioners) will not receive any proceeds from the proposed transaction. The Tiso Blackstar Group COO in South Africa confirmed that they will not receive anything for this sale and articulated that the Acquiring Firm would have to settle the debts or otherwise compromise the Target Firm's creditors.

16. Absent the merger, a substantial number of employees would lose their jobs. The Commission further notes that the Acquiring Firm has committed to giving preference to some retrenched employees of the Target Firm should vacancies arise in the merged entity within a 2-year period post-merger. The merger thus has a positive effect on employment.
17. Notwithstanding the above, the Commission requested the merging parties to establish a B-BBEE scheme in the merged entity for the benefit of employees. To this end, the Acquiring Firm agreed to a condition in terms of which the merged entity will introduce a share ownership scheme for its black employees across all levels of employment whereby a certain percentage of the voting equity of the merged entity will directly or indirectly vest in participants of the scheme, within 24 (twenty-four months) of the implementation date. Furthermore, the acquiring firm would be required to provide to the Commission six monthly report regarding the implementation of the B-BBEE scheme.
18. Under the circumstances, the Commission considers that the tendered condition of introducing a worker-ownership scheme in the merged entity post-merger is adequate in addressing transformation challenges brought about by the proposed transaction.

Impact on other public interest grounds

19. The Commission also found that the proposed transaction is unlikely to result in any other public interest concerns.

Conclusion

20. The Commission found that the proposed transaction is unlikely to substantially prevent or lessen competition in any market.
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21. The Commission has imposed conditions to alleviate any employment concerns that may arise as a result of the transaction. In addition, a condition has been imposed to address the challenges arising from the effect of the merger on the promotion of a greater spread of ownership.
22. The Commission therefore approves the proposed merger subject to the conditions marked **"Annexure A"**.

ANNEXURE A
K2021511200 (SOUTH AFRICA) (PTY) LTD
AND
CONSOLIDATED STEEL INDUSTRIES (PTY) LTD
CC CASE NUMBER: 2021MAY0007

CONDITIONS

1. DEFINITIONS

- 1.1. The following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings –
- 1.1.1. **“Acquiring Firm”** means NewCo
 - 1.1.2. **“Act”** means the Competition Act, No. 89 of 1998 (as amended);
 - 1.1.3. **“Affected Employees”** means the 80 (eighty) employees retrenched by CSI through GRS following a retrenchment process CSI embarked upon at the beginning of August 2020;
 - 1.1.4. **“Approval Date”** means the date on which the Merger is approved by the Commission and as set out in the Commission’s clearance certificate (Notice CC 15);
 - 1.1.5. **“Commission”** means the Competition Commission of South Africa;
 - 1.1.6. **“Conditions”** means the conditions set out herein;
 - 1.1.7. **“CSI”** means Consolidated Steel Industries Proprietary Limited;
 - 1.1.8. **“Days”** means any calendar day other than a Saturday, a Sunday or an official
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public holiday in South Africa;

- 1.1.9. **“DTIC”** means the Department of Trade, Industry and Competition (South Africa);
- 1.1.10. **“GRS”** means Global Roofing Solutions, which is one of the two principal business units of CSI; being a metal roofing and roofing accessory manufacturer in South Africa servicing the construction and roofing industries in South Africa and Sub-Saharan Africa;
- 1.1.11. **“Implementation Date”** means the date occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
- 1.1.12. **“LRA”** means the Labour Relations Act, No. 66 of 1995, as amended;
- 1.1.13. **“Merged Entity”** means, after the Implementation Date, NewCo and the business of GRS acquired by NewCo from CSI;
- 1.1.14. **“Merger”** means the acquisition by NewCo from CSI, as a going concern, of the business conducted by CSI in its GRS division together with shares in GRS Botswana Proprietary Limited and Country Roofing Proprietary Limited, being the companies through which the GRS division conducts business in Botswana and Namibia.
- 1.1.15. **“Merging Parties”** means NewCo and CSI;
- 1.1.16. **“Moratorium Period”** means the period between the Approval Date and the Implementation Date and, thereafter, a period of 24 months from the Implementation Date;
- 1.1.17. **“NewCo”** means K2021511200 (South Africa) Proprietary Limited;
- 1.1.18. **“Target Firm”** means CSI; and
- 1.1.19. **“Tribunal”** means the Competition Tribunal of South Africa.

2. RECORDAL

- 2.1. 06 May 2021, the Merging Parties notified an intermediate Merger to the Commission wherein NewCo intends to acquire GRS, a division of CSI. Following its investigation of the Merger, the Commission found that on 2 July 2020, the CSI board resolved to place CSI into business rescue. CSI submitted that as a direct result of the CSI business rescue process, CSI engaged in an employment restructuring process at the beginning of August 2020. As a result of this process, all staff were offered a voluntary retrenchment option in terms of the LRA. CSI submitted that some employees elected to accept voluntary retrenchment. The remaining employees were retrenched. In addition, the Merging Parties confirm that the Merger would have a positive impact on employment in that it will ensure that some employees of GRS would retain their employment.
- 2.2. Both the Commission and the DTIC are concerned about the impact of the retrenchments of the employees of GRS. In particular, the DTIC filed a notice of intention to participate in the Merger process. In this regard, the DTIC requested the Commission to consider approving the Merger on the condition that the Merged Entity commit to offering the Affected Employees re-employment opportunities should any vacancies arise post-merger for a period of 24 months.
- 2.3. The Commission and the DTIC are also concerned about the fact that the Merger will result in a reduction in the percentage black ownership of the business of GRS which is to be acquired by Newco.
- 2.4. In order to address the employment and ownership transformation concerns identified by the Commission and the DTIC, the Merger is approved subject to these Conditions, which the Merging Parties have agreed to.

3. CONDITIONS

- 3.1. For the duration of the Moratorium Period, the Merged Entity shall give first preference to the Affected Employees over other potential employees for any vacancies at the Merged Entity, provided the Affected Employees have the requisite qualifications, skills, know-how and experience for those specific vacancies.
- 3.2. The Merged Entity shall use its best endeavours to communicate available vacancies at
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the Merged Entity to Affected Employees for the duration of the Moratorium Period.

- 3.3. The Merged Entity shall publish communications via SMS to the last known number and email at the last known email address to all the Affected Employees, providing them with the information and details of any vacant position as well as the contact details of the relevant personnel, to enable them to apply for the job, should they wish to do so.
- 3.4. The Merged Entity shall, within a period of 24 (twenty-four) months from the Implementation Date, introduce a share ownership scheme for its black employees across all levels of employment in terms of which not less than 10% (ten percent) of the voting equity of the Merged Entity will directly or indirectly vest in participants of the scheme.

4. MONITORING OF COMPLIANCE WITH CONDITIONS

- 4.1. The Merged Entity shall inform the Commission in writing of the Implementation Date within 5 (five) Days of it becoming effective.
- 4.2. The Merging Parties shall circulate a copy of the Conditions to the employees of GRS, the Affected Employees and/or their respective representatives within 5 Days of the Approval Date.
- 4.3. As proof of compliance thereof, the Merging Parties shall within 10 Days of circulating the Conditions, provide the Commission with an affidavit by a director employed by each of the Merging Parties attesting to the circulation of the Conditions and attach a copy of the notice sent.
- 4.4. The Merged Entity shall submit an affidavit within 5 Days after the first and second anniversary of the Implementation Date, to the Commission and the DTIC, confirming compliance with clause 3 of the Conditions. This affidavit must be deposed to by a director of the Merged Entity.
- 4.5. For every 6 (six) months of the Moratorium Period, the Merged Entity shall provide a detailed progress report to the Commission regarding the status of compliance with paragraph 3.4 of the Conditions, which includes amongst others the steps taken to ensure compliance thereof.
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- 4.6. Any employee of the Merged Entity who believes that the Merged Entity has not complied with or has acted in breach of the Conditions may approach the Commission.
- 4.7. In the event that the Commission discovers that there has been an apparent breach of these Conditions, this shall be dealt with in terms of Rule 37 of the Rules for the Conduct of Proceedings in the Tribunal read together with Rule 39 of the Rules for the Conduct of Proceedings in the Commission.

5. VARIATION

- 5.1. The Merged Entity may at any time, and on good cause shown, apply to the Commission for any of the Conditions to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the Merged Entity's application to the Commission, the Merged Entity may apply to the Tribunal for appropriate relief.

6. GENERAL

- 6.1. All correspondence in relation to these Conditions must be submitted to the following email addresses: mergerconditions@compcom.co.za and ministry@thedtic.gov.za.

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION**NO. 1829****4 March 2022****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****LADISMITH CHEESE COMPANY PROPRIETARY LIMITED****AND****MOOIVALLEI SUIWEL PROPRIETARY LIMITED****CASE NUMBER: 2021MAY0062**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to the conditions set out below:

1. On 31 May 2021, the Competition Commission ("Commission") received notice of an intermediate merger wherein Ladismith Cheese Company Proprietary Limited ("Ladismith Cheese") intends to acquire the entire issued share capital and share claims of Mooivallei Suiwel Proprietary Limited ("Mooivallei") from its current shareholders. Post-merger, Mooivallei will be solely controlled by Ladismith Cheese.
2. Ladismith Cheese is a private company incorporated in accordance with the laws of the Republic of South Africa. Ladismith Cheese is wholly owned and controlled by Sea Harvest Group Limited ("Sea Harvest"), Sea Harvest is directly controlled by Brimstone Investment Corporation Limited ("Brimstone"). Brimstone is a Level 1 B-BBEE contributor. Ladismith Cheese and all the other firms that are controlled by Brimstone are hereafter referred to as the Acquiring Group.

3. The Acquiring Group is a producer and supplier of dairy products in South Africa. Its main products are cheese, butter and powdered dairy products.
4. The primary target firm is Mooivallei. Mooivallei is a private company incorporated in accordance with the laws of the Republic of South Africa. Mooivallei is not controlled by any single firm. Mooivallei is a producer and supplier of dairy products in South Africa. Its main products are cheese and butter sold to customers in South Africa.
5. The Commission considered the activities of the merging parties and found that the proposed transaction presents both a horizontal overlap and vertical overlap. The horizontal overlap arises because the merging parties are both active in the manufacture and supply of cheese and butter in South Africa. The vertical overlap occurs in that Mooivallei sells whey, a cheese by-product derived from the manufacturing of cheese, to competitors of the Acquiring Group. The Acquiring Group and some of its competitors use whey to produce powdered dairy products including milk powder.
6. The Commission did not assess the vertical overlap arising from the supply of whey. This is because whey accounts for a minimal portion of Mooivallei's business. Its customers indicated that the merger is unlikely to result in any foreclosure concerns as they procure whey from several other suppliers. In addition, the merging parties have also indicated that Ladismith Cheese intends to continue to supply Mooivallei's whey customers as Ladismith Cheese will not be able to process all the whey produced by Mooivallei. Thus, it is unlikely that any significant input foreclosure concerns might arise should the Acquiring Group start using the whey product internally.
7. In light of the above, the Commission therefore assessed the effect of the proposed transaction in the following markets:

7.1. The market for the manufacture and supply of butter in South Africa

7.2. The market for the manufacture and supply of cheese in South Africa

Market shares assessment for the manufacture and supply of butter

8. In the national market for the manufacture and supply of butter, the Commission found that the merged entity will have an estimated market share of less than 20%, with a minimal accretion in the market for the manufacture and supply of butter in South Africa. These market shares are based on the revenue figures submitted by the merging parties and their competitors relating to the supply of butter in South Africa. The market share estimates are overstated as they do not include all the players in the market. These market shares are corroborated by submissions from competitors. The Commission is of the view that the proposed transaction is unlikely to change the structure of the market given the small market share accretion. Further, there are alternative players such as Clover Milkyway (Pty) Ltd, Coega Dairy (Pty) Ltd, Lancewood, Crystal Valley and Lactalis, amongst others that will continue to compete with the merged entity post-merger.
9. The Commission is therefore of the view that the proposed merger is unlikely to substantially prevent or lessen competition in the market for the supply of butter.

Market shares assessment for the manufacture and supply of cheese

10. In the national market for the manufacture and supply of cheese, the Commission found that the merged entity will have an estimated market share of less than 20% with a small accretion. These market shares are based on the revenue figures submitted by the merging parties and their competitors relating to the supply of cheese in South Africa. The market shares are likely overstated not all the players in the market are included. These market shares are corroborated by submissions from competitors. The Commission is of the view that the proposed transaction is unlikely to substantially change the structure of this market. This is because the estimated post-merger market share of the merging parties' remains low. Further, the Commission found that the merged entity will continue to face competition from players such as retail house brands (including Checkers, Pick 'n Pay and Spar), Clover, Lancewood Holdings (Pty) Ltd (Lancewood), and Lactalis amongst others.
11. The proposed transaction raised public interest concerns in that the merging parties anticipated that because of the financial difficulties faced by Mooivallei, nine employees
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employed at Mooivallei as non-operations employees were likely to be retrenched. In this regard, the Commission found that the target firm has been facing financial difficulties since 2019.

12. The Commission was also mindful of the fact that absent the merger it was likely that all employees of Mooivallei would have been retrenched. However, the merging parties indicated that they may still need to retrench some of the non-operations employees, post-merger. The Commission engaged the merging parties about the employees that are likely to be retrenched even if the proposed merger goes ahead as the retrenchment of these employees was not in line with the parties' submissions relating to the intention of the proposed merger, which is to save the company from being liquidated and prevent employees from being retrenched.
 13. The Commission also received a notice of intention to participate from the department of Trade Industry and Competition ("DTIC"). In its submission, the DTIC indicated that the acquiring firm has stated in the merger filing documents that it anticipates the need for further restructuring of the target firm, post implementation of the merger, which may necessitate a retrenchment of some employees. In this regard, the DTIC requested the Commission to consider the effects of the merger on employment, with a view to instituting a commitment/condition that retrenched workers, to the extent possible, will be absorbed within the acquiring group of firms (Ladismith Cheese Company / Sea Harvest), or offered suitable employment opportunities, should these become available at the target firm, for a period of 24 months post the merger implementation. The Commission shared the DTIC's concerns with the merging parties.
 14. In this regard, the Commission requested the merging parties to endeavour to accommodate the non-operations employees within the Acquiring Group. The merging parties agreed to retain some of the affected employees indicating that they will offer comparable employment on similar terms to the affected unskilled or semiskilled employees but may alter/revise the terms of employment of skilled employees. Given the financial position of the target firm and the likely counterfactual, the Commission accepts the conditions proposed by the merging parties.
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15. The Commission is of the view that the proposed transaction and the conditions proposed by the merging parties will have positive public interests benefits in that it will assist in keeping Mooivallei in the market and preserve several jobs that could have been lost if Mooivallei was liquidated.
16. The proposed merger does not raise any other public interest concerns.
17. For the above reasons, the Commission approved the proposed transaction subject to employment-related conditions set out in **Annexure A** hereto.

ANNEXURE A**LADISMITH CHEESE PROPRIETARY LIMITED****AND****MOOIVALLEI SUIWEL PROPRIETARY LIMITED****CASE NUMBER: 2021MAY0062**

DEFINITIONS AND INTERPRETATION

- 1.1. In this document, the following words bear the meanings assigned to them below, and related words take corresponding meanings —
- 1.1.1. **"Affected Employees"** means no more than nine employees of the Primary Target Firm who might be retrenched following the Implementation Date;
- 1.1.2. **"Approval Date"** means the date referred to in the Commission's clearance certificate (Form CC 15);
- 1.1.3. **"Business Days"** mean any day other than a Saturday, Sunday or official public holiday in South Africa;
- 1.1.4. **"Commission"** means the Competition Commission of South Africa, established under the Competition Act;
- 1.1.5. **"Competition Act"** means the Competition Act, No. 89 of 1998 (as amended);
- 1.1.6. **"Conditions"** mean, collectively, the conditions referred to in this document;
- 1.1.7. **"Implementation Date"** means the date, occurring after the Approval Date, on which the Merger Parties implement the Merger;
- 1.1.8. **"Merger"** means the acquisition of the Primary Target Firm by the Primary Acquiring Firm;
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- 1.1.9. **"Merged Entity"** means the Primary Acquiring Firm and the Primary Target Firm after the Implementation Date;
- 1.1.10. **"Merger Parties"** means the Primary Acquiring Firm and the Primary Target Firm before the Implementation Date;
- 1.1.11. **"Minister"** means the Minister of Trade, Industry and Competition;
- 1.1.12. **"Moratorium"** means 2 (two) years from the Approval Date;
- 1.1.13. **"Primary Acquiring Firm"** means Ladismith Cheese Proprietary Limited;
- 1.1.14. **"Primary Target Firm"** means Mooivallei Suiwel Proprietary Limited;
- 1.1.15. **"Rules"** mean the Rules for the Conduct of Proceedings in the Competition Commission;
- 1.1.16. **"South Africa"** means the Republic of South Africa;
- 1.1.17. **"Tribunal"** means the Competition Tribunal of South Africa, established under the Competition Act; and
- 1.1.18. **"Vulnerable Employees"** means three of the Affected Employees that would be classified under bands A and B of the Patterson grading structure.

2. RECORDAL

- 2.1. On 31 May 2021, the Commission received notice of an intermediate merger wherein the Primary Acquiring Firm intends to acquire control over the Primary Target Firm. Following its investigation, the Commission found that the Merger is unlikely to result in a substantial prevention or lessening of competition in the relevant markets.
- 2.2. However, the Commission found that the Merger may result in the retrenchment of employees of the Primary Target Firm.
- 2.3. The Commission was concerned about the possible effect of the Merger on employment. During the Commission's investigation of the Merger, the Minister also raised concerns
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regarding the Merger's effect on employment and proposed that the Commission impose conditions to the Merger's approval.

- 2.4. Before the Merger Parties notified the Merger to the Commission, the Primary Target Firm faced significant financial difficulties. As a result, the Primary Target Firm implemented restructuring measures to cut costs and ensure its profitability. However, these measures are insufficient to ensure the Primary Target Firm's profitability.
- 2.5. The Primary Acquiring Firm can assist the Primary Target Firm in further restructuring efforts to return it to profitability. However, these efforts will require the Primary Target Firm to reduce certain non-operational functions, potentially resulting in some of the Primary Target Firm's employees being retrenched or offered new terms of employment. Absent the Merger, the Primary Target Firm will most likely be liquidated, and all its employees will be retrenched.
- 2.6. Following engagement with the Commission, the Merger Parties agreed to some of the Affected Employees at the Primary Target Firm on new terms of employment. In addition, the Merger Parties agreed to retain the Vulnerable Employees at the Primary Target Firm.
- 2.7. The Commission found that the Merger may result in some of the Affected Employees being retrenched. However, the Commission weighed this potential retrenchment against the number of retrenchments absent the Merger and the likely liquidation of the Primary Target Firm. On balance, the Commission approves the Merger subject to the Conditions.

3. CONDITIONS

- 3.1. For the duration of the Moratorium, the Merged Entity shall not retrench any of the Affected Employees that would be classified under bands A to C of the Patterson grading structure, as a result of the Merger.
 - 3.2. For the sake of clarity, retrenchments do not include (i) voluntary separation arrangements; (ii) voluntary early retirement packages; (iii) retrenchments as a result of unreasonable refusals to be redeployed; (iv) resignations or retirements in the ordinary
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course of business; (v) retrenchments lawfully effected for operational requirements unrelated to the Merger; (vi) terminations in the ordinary course of business, including but not limited to, dismissals as a result of misconduct or poor performance; and (vii) any decision not to renew or extend a contract of a contract worker.

4. MONITORING OF COMPLIANCE WITH THE CONDITIONS

- 4.1. The Merger Parties shall circulate a copy of the Conditions to all their employees within 5 (five) Business Days of the Approval Date.
- 4.2. As proof of compliance with 4.1 above, a director of each of the Merger Parties shall within 10 (ten) Business Days of circulating the Conditions, submit to the Commission an affidavit attesting to the circulation of the Conditions and provide a copy of the notice that was sent to the employees in that regard.
- 4.3. The Primary Acquiring Firm shall inform the Commission in writing of the Implementation Date within 5 (five) Business Days of its occurrence.
- 4.4. For 2 (two) years from Implementation Date, the Primary Acquiring Firm shall submit an affidavit confirming compliance with the Conditions on an annual basis within one week after each anniversary of the Implementation Date.

5. APPARENT BREACH

If the Commission receives any complaint concerning non-compliance with the Conditions or otherwise determines that there has been an apparent breach by the Merged Entity of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Rules.

6. VARIATION

The Merged Entity may at any time, on good cause shown, apply to the Commission for the Conditions to be lifted, revised or amended. Should a dispute arise concerning the variation of the Conditions, the Merger Parties shall apply to the Tribunal, on good cause shown, for the Conditions to be lifted, revised or amended.

7. GENERAL

- 7.1. All correspondence in relation to these Conditions must be submitted to the following e-mail address: mergerconditions@compcom.co.za and Ministry@thedtic.gov.za.

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 1830

4 March 2022

NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:

NCR CORPORATION

AND

CARDTRONICS PLC

CASE NUMBER: 2021MAR0021

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

1. On 11 March 2021, the Competition Commission ("Commission") received a notice of an intermediate merger whereby the primary acquiring firm, NCR Corporation ("NCR") intends to acquire 100% of the issued share capital of Cardtronics Plc ("Cardtronics"). Following implementation of the proposed transaction, Cardtronics will be solely controlled by NCR.
2. NCR is a public company duly incorporated in terms of the company laws of the State of Maryland, United States of America. NCR is listed on the New York Stock Exchange, with its shares widely dispersed, and is not controlled by any single firm or individual. In South Africa, NCR controls NCR International (South Africa) (Pty) Ltd, a private company incorporated in accordance with the laws of South Africa. NCR and its subsidiaries will be referred to as 'NCR'.

3. NCR is a global software and services-led enterprise provider in the financial, retail, hospitality, telecommunications, and technology industries. NCR's global product offering includes digital offerings for the banking sector, restaurants, and retailers, as well as payments processing, multi-vendor connected device services, automated teller machines ("ATMs"), point of sale terminals and self-service technologies. NCR also resells third-party networking products and provides related service offerings in the telecommunications and technology sectors.
4. In South Africa, NCR has entered a distribution arrangement with Bytes Technology Group (Pty) Ltd ("Bytes"), which procures and distributes NCR manufactured ATM machines to customers in South Africa. In addition, NCR has entered into an agreement with Technology Corporate Management (Pty) Ltd ("TCM") to provide ATM-related services. Therefore, both Bytes and TCM provide ATM-related services, such as maintenance services for NCR ATM machines in South Africa (on a non-exclusive basis). TCM does not distribute or supply NCR's ATMs in South Africa.
5. The primary target firm is Cardtronics, a publicly traded company headquartered in United States of America and listed on the NASDAQ. Cardtronics is not controlled by any shareholder or entity. Cardtronics is active in South Africa through its subsidiary, Spark ATM Systems (Pty) Ltd ("Spark"), a South African Independent ATM Deployer.
6. Cardtronics' activities in South Africa relate to the deployment of ATMs that have been sourced from an international manufacturer of ATMs, Chungho Comnet ("Chungho"), a Korean entity. Spark's business activities relate to the deployment and operation (installation, maintenance, monitoring and reporting services) of ATMs, and the provision of ATM-related services such as ATM maintenance and repairs. Spark operates approximately 4,000 ATMs in South Africa.

Competition Assessment

7. The Commission found that there is a vertical relationship between the activities of the merging parties in that NCR and Cardtronics are active at different levels of the same
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value chain. From this vertical overlap, the Commission found that the merged entity will have both the ability and incentive to engage in an input foreclosure strategy, post-merger. The Commission also received concerns from third parties regarding possible input foreclosure post-merger.

8. In particular, the Commission found that NCR is the largest supplier of ATMs in South Africa with a market share of approximately 38% based on the number of ATMs supplied into South Africa in 2019. Further, the Commission found that there are no viable alternative suppliers at the upstream level that NCR's existing downstream service providers could viably turn to in a timely manner after the merger given that all other global upstream suppliers are locked-in into their own distribution arrangements in South Africa.
 9. The Commission further found that NCR would have an incentive to cease to supply ATMs and ATM spare parts to Bytes and TCM or to pursue other self-dealing strategies post-merger. In particular, the Commission found that such a strategy could be more profitable to NCR since it will internalise the profits currently generated by Bytes and TCM in the event of successful foreclosure.
 10. The Commission's investigation also revealed that Spark could start offering its services to the banking sector by virtue of being part of the NCR Group post-merger given that the NCR group has existing relationships with the banks. In addition, the Commission found that the proposed merger forms part of a broader strategy on the part of NCR to establish a fully integrated provider of ATMs to the South African banking sector, that would allow NCR to take advantage of its market position in the upstream market in order to offer 'ATM as-a Service' to the banks.
 11. The Commission also assessed whether the merger is likely to result in customer foreclosure as Spark currently sources ATMs from a third party. This follows concerns received by the Commission from third parties in this regard. The Commission found that Spark is not a significant distributor of ATMs in South Africa. Bytes is the largest downstream distributor of ATMs in South Africa, followed by Diebold Nixdorf. ATM Solutions, TCM and NET 1 are smaller players. The Commission is of the view that whilst
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there are existing agreements between ATM distributors and ATM vendors, it is likely that an OEM ATM manufacturer would be able to find a distribution partner relatively easily (and, specifically, easier than it would be for a distributor to find an upstream partner). It is therefore the Commission's view that anticompetitive customer foreclosure is unlikely to occur in the downstream market for the distribution and servicing of ATMs in South Africa.

12. However, given the input foreclosure concerns raised in connection with the proposed merger, the Commission has imposed conditions to ensure that NCR continues to supply ATMs and ATM spare parts to its existing service providers for a period of 2 years following the approval of the proposed merger. The Commission is of the view that the 2-year period will provide both Bytes and TCM sufficient time to look for alternative suppliers of the ATMs and ATM products in the event of successful foreclosure. The conditions are attached as **Annexure A** hereto. The merging parties have agreed to the conditions.

Public interest

Employment

13. With regard to the effect of the proposed merger on employment, the merging parties were not in a position to provide a definitive statement that there will be no merger-related job losses in South Africa. Accordingly, the Commission imposed the conditions attached as **Annexure A** hereto, which the merging parties have agreed to.

14. Further, no other public interest issues arise as a result of the proposed transaction.

Conclusion

15. The Commission therefore approves the proposed transaction subject to the conditions set out in **Annexure A** hereto.

ANNEXURE A
NCR CORPORATION

AND
CARDTRONICS PLC

CASE NUMBER: 2021MAR0021

CONDITIONS

1. DEFINITIONS

1.1. The following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings –

- 1.1.1 **“Approval Date”** means the date referred to on the Commission’s merger Clearance Certificate;
- 1.1.2 **“Cardtronics”** means Cardtronics Plc, a public company duly incorporated in terms of the company laws of England and Wales, having its principal business address at 2050 W. Sam Houston Parkway South, Suite 1300, Houston, Texas 77042, United States of America;
- 1.1.3 **“Commission”** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act, with its principal place of business at 1st Floor, Mulayo Building (Block C), the DTI campus, 77 Meintjies Street, Sunnyside, Pretoria, Gauteng;
- 1.1.4 **“Competition Act”** means the Competition Act, 89 of 1998, as amended;
- 1.1.5 **“Conditions”** means these conditions contained in this Annexure A, agreed to by the Merged Entity and the Commission;
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- 1.1.6 **“Days”** mean business days, being any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
- 1.1.7 **“Implementation Date”** means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
- 1.1.8 **“LRA”** means the Labour Relations Act No. 66 of 1995 (as amended);
- 1.1.9 **“Merged Entity”** means the combined firm resulting from the Merger between NCR and Cardtronics;
- 1.1.10 **“Merger”** means the acquisition of control over Cardtronics by NCR;
- 1.1.11 **“Merging Parties”** means NCR and Cardtronics;
- 1.1.12 **“NCR”** means NCR Corporation, a public company duly incorporated in terms of the company laws of the State of Maryland, United States of America, having its principal business address at 864 Spring Street NW, Atlanta, GA 30308, United States of America;
- 1.1.13 **“Rules”** mean the Rules for the Conduct of Proceedings in the Competition Commission and the Rules for the Conduct of Proceedings in the Competition Tribunal;
- 1.1.14 **“South Africa”** means the Republic of South Africa;
- 1.1.15 **“Traditional” ATM market”** means the market for the provision of the automated teller machines (ATMs), software and ATM-related services, including services relating to the maintenance and repair of the ATM hardware to the banks. The banks are the end user customer that will purchase the ATMs from a Traditional Participant, and work with the Traditional Participant to install, deploy and maintain the ATMs over a period of years.
- 1.1.16 **“Traditional Participant”** means a service provider in the traditional ATM market; and
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- 1.1.17 **"Tribunal"** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act.

2. **CONDITIONS TO THE APPROVAL OF THE MERGER**

2.1 **EMPLOYMENT**

- 2.1.1 The Merged Entity shall not retrench any employees in South Africa as a result of the Merger, for a period of 2 (two) years following the Implementation Date.
- 2.1.2 For the sake of clarity, retrenchments do not include (i) voluntary separation arrangements; or (ii) voluntary early retirement packages, (iii) unreasonable refusals to be redeployed in accordance with the provisions of the LRA; (iv) resignations or retirements in the ordinary course of business; (v) retrenchments lawfully effected for operational requirements unrelated to the Merger; (vi) terminations in the ordinary course of business, including but not limited to, dismissals as a result of misconduct or poor performance; (vii) any decision not to renew or extend a contract of a contract worker; and (viii) any transfer of employees to the employment of a third party as a result of any sale of business operations, including related assets and liabilities, or any joint venture or similar business arrangements.

2.2 **INPUT FORECLOSURE**

- 2.2.1 For a period of 2 (two) years from the Implementation Date, as well as between Approval Date and Implementation Date, the Merged Entity undertakes that:
- 2.2.1.1 NCR will continue to honour the existing Traditional Participants' contracts, on the terms and conditions as they exist upon the Implementation Date of the Merger. Insofar as the non-contracted

suppliers are concerned, NCR will continue to contract with the Traditional Participants on reasonable commercial terms.

2.2.1.2 NCR will not unduly discriminate between the net price, terms and/or conditions charged to different Traditional Participants with respect to equivalent transactions. More specifically –

2.2.1.2.1 NCR will not disadvantage a Traditional Participant as compared to other Traditional Participants in a manner that means that the Traditional Participants are unable to remain competitive.

2.2.1.2.2 NCR will continue to supply the ATM products and solutions (including but not limited to hardware, software and spare parts) of the same quality to the Traditional Participants, on commercially reasonable and non-discriminatory terms (and provided that the Traditional Participants comply with all applicable requirements and contractual terms and conditions).

3. MONITORING OF COMPLIANCE WITH THE CONDITIONS

3.1 The Merging Parties shall inform the Commission of the Implementation Date of the Merger within 5 (five) Days of its occurrence.

3.2 The Merging Parties shall circulate a copy of the Conditions to all of its employees and/or their employee representatives and/or relevant trade unions in South Africa within 5 (five) Days of the Approval Date.

3.3 As proof of compliance with paragraph 3.2 above, an authorized representative of NCR and Cardtronics shall within 10 (ten) Days of circulating the Conditions, submit to the Commission an affidavit attesting to the circulation of the Conditions and provide a copy of the notice that was sent to the employees in that regard.

3.4 The Merged Entity shall submit a report to the Commission on each anniversary of the Approval Date, setting out its compliance with clauses 2.1 and 2.2 of the Conditions, for the duration of the Conditions. This report shall be accompanied by an

affidavit, attested to by a director or other suitable person of the Merged Entity in South Africa confirming the accuracy of the report.

- 3.5 The Conditions in clauses 2.1 and 2.2 above shall apply between the Approval Date and Implementation Date.
- 3.6 Any employee of either of the Merging Parties who believes that the Merging Parties have not complied with or have acted in breach of the Conditions may approach the Commission.
- 3.7 The Commission may request such additional information from the Merging Parties which the Commission from time to time regards as necessary for the monitoring of compliance with these Conditions.

4. VARIATION OF THE CONDITION

- 4.1 The Merged Entity may at any time, and on good cause shown, apply to the Commission for any of the Conditions to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the Merged Entity's application to the Commission, the Merged Entity may apply to the Tribunal for appropriate relief.

5. APPARENT BREACH

- 5.1 An apparent breach by the Merging Parties of any of the Conditions shall be dealt with in terms of Rule 39 of the Commission Rules read together with Rule 37 of the Tribunal Rules.
- 5.2 All correspondence in relation to these Conditions must be submitted to the following e-mail address: mergerconditions@compcom.co.za and Ministry@thedtic.gov.za.

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 1831

4 March 2022

NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:

RHODES FOOD GROUP FOODS PROPRIETARY LIMITED

AND

THE FROZEN FOOD BUSINESS OF PIONEER FOODS WELLINGTONS PROPRIETARY
LIMITED

CASE NUMBER: 2021JUL0009

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

1. On 5 July 2021, the Competition Commission ("Commission") received a notice of an intermediate merger whereby RFG Foods Proprietary Limited ("RFG") intends to acquire the frozen food business of Pioneer Foods Wellingtons Proprietary Limited ("Pioneer Foods Wellingtons") comprising the business of manufacturing, producing, and selling frozen foods ("Frozen Food Business"). Upon implementation of the proposed transaction, RFG will control the Frozen Food Business.
 2. The primary acquiring firm is RFG. RFG is controlled by RFG Holdings Limited ("RFGH") (100%). RFGH is a public company listed on the Johannesburg Stock Exchange, South Africa, and is not controlled by any firm. RFGH and all its subsidiaries including RFG will collectively be referred to as the "Acquiring Group." RFG is a diversified food producing company specialising in the production of fresh, frozen, and long-life products. Relevant for the assessment of the proposed transaction are the activities of the fresh food division of RFG
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which produces, distributes, and markets a wide range of products such as pies, pastries, and sausage rolls. The pies, pastries and sausage rolls are sold through various food retailers under the brands Magpie and Ma Baker, as well as some dealer own brands (DOB).

3. The primary target firm is the Frozen Food Business. The Frozen Food Business is controlled by Pioneer Foods Wellingtons which is in turn controlled by Pioneer Foods Proprietary Limited ("Pioneer Foods"). The Frozen Food Business produces, distributes and markets a wide range of frozen products such as pies, pastries and sausage rolls. The pies, pastries and sausage rolls are sold through various food retailers under the brands Today's, Mama's, Big Jack, and Man's Meal.
 4. The Commission assessed the activities of the merging parties and found that the proposed transaction results in a horizontal overlap. The merging parties are both active in manufacture of frozen and bake-off pies and related products. The pies and related products market are primarily segmented into two broad categories, bake-off pies and frozen pies. The distinction between the two is based on the format in which pie items are sold to the end consumer (e.g., "bake off" pies are sold as an "on-the-go" meal from the hot foods section of a supermarket while frozen pies are a grocery item intended for home preparation and consumption). The bake-off and frozen pies are further split into subcategories based on whether the pie items are distributed to customers (stores and forecourts, etc.) in an "unbaked" or "pre-baked" form.
 5. The Commission did not definitively conclude on product and geographic markets but assessed the competitive effects of the proposed transaction in the following markets:
 - 5.1. The national market for the manufacture of bake-off pies (including sausage rolls);
 - 5.2. The national market for the manufacture of frozen pies (including sausage rolls);
 - 5.3. The national market for the manufacture of frozen pastry;
 - 5.4. The national market for the retail of bake-off pies (including sausage rolls);
 - 5.5. The national market for the retail of frozen pastry; and
 - 5.6. The national market for the retail of frozen pies (including sausage rolls);
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6. In determining the market shares, the Commission relied on Nielsen data, IRI data, third parties' revenue data and merging parties' data. The merging parties' combined post-merger market share relating to the manufacturing and the retail of bake-off pies (including sausage rolls) remains low, at less than 20%. The Commission is thus of the view that the proposed transaction is unlikely to substantially prevent or lessen competition in the market for the manufacture of bake-off pies (including sausage rolls) and the market for the retail of bake-off pies (including sausage rolls).
7. With respect to the other markets (manufacture of frozen pies, retail of frozen pies and retail of frozen pastry), the Commission is cognisant of the merging parties' high combined post-merger market shares. However, the market share accretion in these markets is less than 5% and as such the Commission is of the view that the proposed merger is unlikely to substantially change the structure of these markets.

Counterfactual

8. The merging parties indicated that if the proposed transaction does not proceed and in the absence of a significant amount of capital being invested into the Frozen Food Business, the Pioneer Food Group would most likely have to consider rationalising or restructuring the Frozen Food Business or the potential closure of the Frozen Food Business. The financial statements of the merging parties, and specifically the Frozen Food Business, show that the Frozen Food Business has been loss-making for a few years. The Commission conducted an assessment of the Frozen Food Business's financial statements in order to satisfy itself about its financial position. The Commission also notes that Pioneer Food Group also took a number of measures to turn the Frozen Food Business around.
 9. Further, the financial difficulties were discussed in a number of board meetings and various options to reduce losses were discussed, however the results remained negative. As a result, the Pioneer Food Group decided to dispose of the business.
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10. Considering the above, the Commission is of the view that the proposed merger is unlikely to substantially prevent or lessen competition in any market.

Effect on employment

Pre-merger retrenchments

11. In its investigation, the Commission found that there were pre-merger retrenchments at RFG.

The Commission sought to establish whether the pre-merger retrenchments at RFG are merger specific and whether the decision to retrench employees was influenced by the proposed transaction. From the information submitted by the merging parties, the Commission found that discussions on the purchase of the frozen food business started in September 2019 when RFG was first approached by Pioneer Foods Group. The merging parties submit that RFG only received high-level information on the sale in April 2020. RFG made a non-binding offer to Pioneer Foods on 14 May 2020. On 22 July 2020, RFG subsequently made a binding offer to Pioneer Foods for the purchase of the frozen food business. On the other hand, the retrenchments at RFG took place between May 2020 and October 2020. As such, the Commission found that the retrenchments at RFG were contemplated after the discussions about the merger commenced with the target firm.

12. Although the Commission was of the view that the timeline of events appears to suggest that there is a possible link between the proposed merger and the retrenchments, the Commission is also cognisant of the negative impact of the Covid-19 pandemic on businesses in South Africa. On balance, and based on all the evidence available to the Commission, the Commission is of the view that the pre-merger retrenchment at RFG were for operational reasons and are unlikely to be merger specific.

Possible post-merger retrenchments

13. The Commission also found that RFG is considering the viability of the Frozen Food Business, in particular, the viability of continuing to operate the Frozen Food Business's factory. At this
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point in time, and subject to RFG undertaking a final assessment and consulting with affected employees and their representatives, RFG considers that the Frozen Food Business in its current form is not a viable business. RFG is thus exploring various options and would have to engage with the affected employees and their representatives in this regard, but it is highly unlikely that RFG will continue to operate the factory owned by the Pioneer Food Group and will potentially shift the production volumes to its other existing sites.

14. The Frozen Food Business currently employs a total of 250 employees. Of this, 191 are permanent employees and 59 are temporary employees. The Acquiring Group indicates that according to its initial assessment, the current employment levels in the Frozen Food Business are not sustainable given the size of the operations and any turnaround of the Primary Target Business is, therefore, likely to result in significant job losses. The Commission found that the Frozen Food Business has been loss-making for a few years, despite initiatives employed by Pioneer Food Group to turn this around in the past two years.
 15. The Commission also received concerns from SACTWU and the Department of Trade, Industry and Competition (DTIC). SACTWU is concerned about the possible retrenchments of 250 employees and indicates that the merger should not result in any retrenchment. The DTIC also raised concerns about the anticipated retrenchments.
 16. In response to the DTIC's and SACTWU's concerns and potential remedies proposed, specifically that a 24-month moratorium be imposed on retrenchments, the merging parties submitted that RFG considers that the Frozen Food Business in its current form is not a viable business. As such, the parties submitted that from a commercial standpoint, RFG is not in a position to accept a moratorium on retrenchments. The parties offered a number of other commitments.
 17. Prior to extensive engagements with the Commission, the merging parties were willing to redeploy 105 employees who are likely to be retrenched at the Frozen Food Business into RFG's Gauteng and Cape Town factories. In addition, the Acquiring Firm was willing to fund
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the reskilling of employees who cannot be redeployed up to R5 000 per employee. Following extensive engagements with the Commission on this issue, the acquiring firm is willing to create 50 new positions within RFG's Bakery Business in Gauteng and to accommodate another 50 employees at RFG's Groot Drakenstein site in the Western Cape in its various production facilities. In addition, Pioneer Food Group will accommodate 80 affected employees who opt to be redeployed at various sites within the greater Atlantis, Malmesbury and Cape Town region where the Pioneer Food Group operates. Furthermore, the Acquiring Firm agreed to increase the reskilling fund from the R5 000 to R15 000.

18. The Commission found that that given the circumstances of this case, the conditions tendered by the merging parties are sufficient to address the public interest concerns arising as a result of the proposed merger. The merging parties have agreed to the conditions.

Effect on greater spread of ownership

19. The Commission found that the proposed transaction will result in an increase in the Frozen Food Business's BEE level from level 8 to level 3. As such, the Commission is of the view that proposed transaction will have no negative effect on the promotion of a greater spread of ownership, or on historically disadvantaged persons and workers in firms in the market.

20. The Commission also notes that the employees of the Frozen Food Business were part of the workers trust established as a result of the Tribunal conditions in a matter involving Simba (Pty) Ltd and Pioneer Food Group limited in March 2020 (LM108Sep19). With respect to the workers Trust, Pioneer Food Group indicated the following:

“the employees of Pioneer Foods who may be transferred to a different employer after the closing date of the PepsiCo / Pioneer Foods transaction as a result of any of the disposals identified in the PepsiCo Conditions (which includes the Proposed Transaction) will participate in the Workers Trust to be established pursuant to clause 2.1.1 of PepsiCo Conditions...”

21. The proposed transaction does not raise any other public interest concerns.
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22. The Commission therefore approves the proposed transaction subject to the conditions set out in **Annexure A** hereto.

ANNEXURE A**RHODES FOOD GROUP FOODS PROPRIETARY LIMITED****AND****THE FROZEN FOOD BUSINESS OF PIONEER FOODS WELLINGTONS PROPRIETARY
LIMITED****CASE NUMBER: 2021JUL0009**

CONDITION

1. DEFINITIONS

- 1.1. The following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings –
- 1.1.1. **"Acquiring Firm"** means RFG Foods Proprietary Limited;
- 1.1.2. **"Affected Employees"** means no more than 250 (two hundred and fifty) employees employed by the Target Firm;
- 1.1.3. **"Approval Date"** means the date referred to on the Commission's Merger Clearance Certificate (Form CC 15);
- 1.1.4. **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;
- 1.1.5. **"Competition Act"** means the Competition Act, No. 89 of 1998, as amended;
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- 1.1.6. **"Commission Rules"** mean the Rules for the Conduct of Proceedings in the Competition Commission;
- 1.1.7. **"Conditions"** mean these conditions;
- 1.1.8. **"CV"** means Curriculum Vitae;
- 1.1.9. **"Days"** mean any calendar day which is not a Saturday, a Sunday or an official public holiday in South Africa;
- 1.1.10. **"Implementation Date"** means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
- 1.1.11. **"LRA"** means the Labour Relations Act 66 of 1995, as amended;
- 1.1.12. **"Merger"** means the acquisition of control by the Acquiring Firm over the Target Firm;
- 1.1.13. **"Merging Parties"** mean collectively the Acquiring Firm and the Target Firm;
- 1.1.14. **"PepsiCo"** means PepsiCo, Inc.;
- 1.1.15. **"PepsiCo Conditions"** means the conditions imposed by the Tribunal in the acquisition by PepsiCo, Inc. of Pioneer Food Group under case number LM108SEP19;
- 1.1.16. **"Pioneer Food Group"** means Pioneer Food Group Proprietary Limited;
- 1.1.17. **"Pioneer Foods Wellingtons"** means Pioneer Foods Wellingtons Proprietary Limited;
- 1.1.18. **"Target Firm"** means the frozen food business of Pioneer Foods Wellingtons;
- 1.1.19. **"Tribunal"** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act;
- 1.1.20. **"VSPs"** means voluntary separation packages; and
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1.1.21. **“Workers Trust”** means a trust established pursuant to clause 1.1.15 of PepsiCo Conditions, under case Tribunal No.: LM108Sep19.

2. RECORDAL

- 2.1. While the Acquiring Firm still needs to undertake a final assessment and consult with any Affected Employees and their representatives, the Acquiring Firm holds a preliminary view that the Target Firm in its current form is not a viable business.
- 2.2. Accordingly, as a last resort and after alternative solutions have been exhausted (including VSPs as detailed below), it may become necessary for the Acquiring Firm to engage in a retrenchment process insofar as the Affected Employees are concerned. In light of the foregoing, the Acquiring Firm and Pioneer Food Group agree to the Conditions as set out in Paragraph 3 below.
- 2.3. The parties wish to record that, in terms of the PepsiCo Conditions, the employees of Pioneer Food Group who may be transferred to a different employer after the closing date of the PepsiCo / Pioneer Food Group transaction as a result of any of the disposals identified in the PepsiCo Conditions (which includes the Merger) will be entitled to participate in the Workers Trust. Therefore, since the employees of the Target Firm will be transferred to the Acquiring Firm in terms of section 197 of the LRA pursuant to a disposal contemplated in the PepsiCo Conditions, the Affected Employees will accordingly be entitled to receive the benefits of the Workers Trust.

3. CONDITIONS TO THE APPROVAL OF THE MERGER

Retrenchments

- 3.1. The Merging Parties shall not retrench any employees as a result of the Merger, save for the Affected Employees who (i) cannot be redeployed by the Acquiring Firm or the Pioneer Food Group or (ii) do not wish to take up the redeployment opportunities as contemplated in these Conditions or (iii) do not accept VSPs.
- 3.2. For the sake of clarity, retrenchments do not include (i) voluntary retrenchment and/or voluntary separation arrangements; (ii) voluntary early retirement packages; (iii)
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unreasonable refusals to be redeployed in accordance with the provisions of the LRA; (iv) resignations or retirements in the ordinary course of business; (v) retrenchments lawfully effected for operational requirements unrelated to the Merger; and (vi) terminations in the ordinary course of business, including but not limited to dismissals as a result of misconduct or poor performance.

Redeployment

3.3. The Acquiring Firm undertakes the following:

3.3.1. 50 new positions will be created within the Acquiring Firm's bakery business in Gauteng to accommodate the Affected Employees who opt to be redeployed. Affected Employees who opt to be redeployed to Gauteng will qualify to receive benefits in accordance with the Acquiring Firm's relocation policy. For the avoidance of doubt, the Acquiring Firm will seek to fill such positions within 2 years from the Implementation Date irrespective of whether any of the Affected Employees opt to be redeployed to Gauteng; and

3.3.2. the Acquiring Firm will accommodate another 50 Affected Employees who opt to be redeployed at its Groot Drakenstein site in the Western Cape in its various production facilities. Affected Employees who opt to be redeployed to the Acquiring Firm's Groot Drakenstein site will qualify to be paid a traveling allowance in the amount of R1,200 (one thousand two hundred rand) per month for a period of two years.

3.4. Pioneer Food Group undertakes the following:

3.4.1. Pioneer Food Group will accommodate 80 Affected Employees who opt to be redeployed at various sites within the greater Atlantis, Malmesbury and Cape Town region where the Pioneer Food Group operates.

Training / Skills Development Award

3.5. The Acquiring Firm will source a reputable third-party reskilling service provider and is willing to fund the reskilling of Affected Employees, who cannot or elect not to be

redeployed, up to a maximum amount equal to R15,000 (fifteen thousand rand) per employee.

Favourable packages

- 3.6. Where any Affected Employees chooses to enter into VSPs, the Acquiring Firm will pay favourable severance packages of 3 months' severance pay over and above the statutory severance of one week for every year of service and the standard one month's notice pay.

Preferential employment

- 3.7. The Acquiring Firm will assist any Affected Employees who may be retrenched with offers of preferential employment, for a period of two years from the Implementation Date to the extent that job opportunities become available and provided that the applicants are suitably qualified and experienced for such roles.
- 3.8. The Pioneer Food Group will assist any Affected Employees who may be retrenched with offers of preferential employment, for a period of two years from the Implementation Date to the extent that job opportunities become available and provided that the applicants are suitably qualified and experienced for such roles.

Counselling and wellness

- 3.9. Affected Employees will be provided with group as well as individual counselling sessions through the Acquiring Firm's employee wellness program.

Distribution of CVs

- 3.10. The Acquiring Firm will distribute the CVs of retrenched Affected Employees to appropriate customers, suppliers, third parties and facilitate assistance for such employees through recruitment agencies.

4. MONITORING

- 4.1. A copy of the Conditions shall be circulated to all employees, the employee representatives and trade unions of the Merging Parties within 5 (five) Days following the Approval Date.
- 4.2. As proof of compliance thereof, the Merging Parties shall within 5 (five) Days of circulating the Conditions, provide the Commission with an affidavit by a senior official of the Merging Parties attesting to the circulation of the Conditions and attach a copy of the notice sent. For the sake of clarity, the aforementioned senior official for the Target Firm may also be a senior official of Pioneer Foods Wellingtons.
- 4.3. The Acquiring Firm shall inform the Commission in writing of the Implementation Date, within 5 (five) Days of it becoming effective.
- 4.4. The Acquiring Firm and Pioneer Food Group shall submit separate reports to the Commission indicating their compliance with respect to the Conditions. These reports must be lodged 5 (five) Days after each anniversary of the Implementation Date for a period of 3 (three) years.
- 4.5. In the event that the Commission receives a complaint regarding non-compliance by the Merging Parties and Pioneer Food Group with these Conditions, or otherwise determines that there has been an apparent breach by the Merging Parties or the
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Pioneer Food Group of the Conditions, the matter shall be dealt with in terms of Rule 39 of the Commission Rules.

5. VARIATION

- 5.1. The Acquiring Firm, Pioneer Food Group and the Commission may at any time, and on good cause shown, apply to the Tribunal for any of the Conditions to be waived, relaxed, modified and/or substituted.

6. GENERAL

- 6.1. All correspondence in relation to the Conditions must be submitted to the following e-mail addresses: mergerconditions@compcom.co.za and Ministry@thedtic.gov.za.

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 1832

4 March 2022

NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:

SÉCHÉ HOLDINGS SA PROPRIETARY LIMITED**AND****SPILL TECH GROUP HOLDINGS PROPRIETARY LIMITED****CASE NUMBER: 2021FEB0016**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to the conditions set out below:

1. On 11 February 2021, the Competition Commission ("Commission") received notice of an intermediate merger whereby Seche Holdings SA (Pty) Ltd ("Seche Holdings") intends to acquire Spill Tech Group Holdings (Pty) Ltd ("Spill Tech"). Post-merger, Seche Holdings will exercise sole control of Spill Tech.

Parties

2. The primary acquiring firm is Seche Holdings, a private company incorporated in accordance with the laws of the Republic of South Africa. Seche Holdings and its subsidiaries will be collectively referred to as the Acquiring Group.
 3. The primary target firm is Spill Tech, a private company incorporated in accordance with the laws of the Republic of South Africa.
-

Activities

4. In South Africa, the Acquiring Group provides waste management solutions to various sectors through Interwaste. Interwaste is active throughout the waste management value chain with a focus on logistics and specialized waste management services. The logistics part of the business involves waste transportation, waste classification, laboratory services, on-site waste management services, and waste recycling. Specialized services include industrial cleaning and soil rehabilitation.
5. Interwaste operates through 35 operational centres throughout South Africa and neighbouring countries. It also owns and operates advanced waste management facilities for waste recycling, recovery, treatment, and disposal. Interwaste has 32 operational sites and 3 landfills (located in Gauteng and Mpumalanga).
6. Spill Tech is a specialist hazardous waste spill response business offering various services including industrial cleaning; hazardous spill response clean-up and remediation; super sucker services; hydrocarbon spill contaminated soil rehabilitation and COVID-19 decontamination services. Spill Tech also provides insurance to customers transporting hazardous goods and potential pollutants, and the storage of fuels, chemicals, and other potential pollutants. The insurance covers the cost incurred during clean-up and rehabilitation in the event of an environmental accident. Spill Tech has 16 branches in all 9 (nine) provinces in South Africa.

Areas of overlap

7. In order to determine the extent of overlap as a result of the proposed transaction, the Commission assessed the overlaps by considering the activities of the merging parties across the waste management value chain. The Commission noted the merging parties' activities across the waste management value chain as follows:
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Name of firm	Industrial cleaning	Waste collection	Waste transportation	Waste treatment	Waste disposal	Type of waste treated	Soil rehabilitation	Landfills Owned
Interwaste	Yes	Yes	Yes	Yes	Yes	Hazardous and non-hazardous	Yes	Yes
Spill Tech	Yes	Yes (as an ancillary service)	Yes (as an ancillary service)	No	Yes (as an ancillary service)	Hazardous	Yes	No

8. Based on the above, the Commission notes that both the merging parties provide industrial cleaning and soil rehabilitation services. Spill Tech is not involved in municipal waste disposal. In respect of waste collection and transportation, the Commission understands that Spill Tech provides this service as an ancillary service to Spill Tech's main spill response services. On the other hand, Interwaste provides a full spectrum of services across the entire waste management value chain, including municipal waste management. As such, the Commission is of the view that the merging parties' activities effectively raise a horizontal overlap in the provision of industrial cleaning (which includes soil rehabilitation services).
9. In addition, the Commission notes that Interwaste operates 3 landfill sites which Spill Tech has previously used as disposal sites for its hazardous waste. Therefore, the proposed transaction also gives rise to a vertical overlap.

Market definition

10. As mentioned above, both the merging parties provide industrial cleaning and soil rehabilitation services within the waste management industry. Spill response services are specialized services provided in instances of an emergency or accidental chemical, oil and/or gas spill. The services comprise of a clean-up of the spillage waste which oftentimes includes hazardous waste that needs to be collected and disposed. Spill response services include the cleaning, collection, treatment and disposal of the hazardous waste arising from an accidental spill. This is Spill Tech's main business. This means that Spill Tech's spill response services are typically required in the event of a spillage and the ordinary collection, treatment and disposal of waste are not provided independently of a spill. Spill Tech is mainly active in the industrial and gas sector.

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11. On the other hand, Interwaste is involved in all facets of waste management, including the regular disposal of municipal waste. These are the general waste management services that market participants such as Averda, Drizit and EnviroServ provide in the market. Such companies are not specialist spill response companies (as Spill Tech is) but offer virtually the full spectrum of waste management services.
12. However, as mentioned above, there are some specialized services that can be offered within a particular category of the waste management value chain. For instance, spill response services are specialist services offered within the broad industrial cleaning operations category. Industrial cleaning involves the process of deep cleaning and descaling of factories and facilities, sometimes on a contractual basis. Within industrial cleaning services, there are further specialist services such as spill response and soil rehabilitation that are offered usually in the event of a spillage of hazardous products. Soil rehabilitation involves the process of remediation of contaminated soils, involving the treatment of the soil *in situ* or in instances where remediation cannot be performed on-site, the excavation of soil, typically conducted by a tipper truck. Thereafter, the process of remediating the soil will involve the normal process of waste transportation and waste disposal at landfills. The final stage may involve the replacement of the contaminated soil with other non-contaminated soil.
13. Given the activities described above, the Commission will assess a broad market for industrial cleaning services for purposes of assessing the instant merger.

Geographic market

Industrial cleaning market (for horizontal assessment)

14. Interwaste has 32 branches and Spill Tech has 16 branches in South Africa. Both the merging parties have branches across all regions of South Africa. Therefore, the industrial cleaning services of the merging parties take place across all regions on a national basis.
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CONTINUES ON PAGE 130 OF BOOK 2

Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001
Contact Centre Tel: 012-748 6200. eMail: info.egazette@gpw.gov.za
Publications: Tel: (012) 748 6053, 748 6061, 748 6065



Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Vol. 681

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March
Maart

2022

No. 46000

PART 2 OF 3

N.B. The Government Printing Works will not be held responsible for the quality of "Hard Copies" or "Electronic Files" submitted for publication purposes

ISSN 1682-5845



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Waste disposal market (for vertical assessment)

15. In respect of the waste disposal market, companies requiring waste disposal generally consider the nearest appropriately licensed landfill given transport costs and the risk of traveling long distances with hazardous waste. As such, disposal companies transport the waste to the nearest landfill site.
16. Therefore, considering that disposal of hazardous waste ultimately takes place at landfills located in specific areas, waste disposal exhibits regional dynamics. Interwaste has 3 (three) licenses for regional waste disposal in Mpumalanga and Gauteng. Accordingly, for purposes of analysing the instant merger, the Commission will consider the geographic market for waste disposal to be regional in nature.

Competition analysis

17. The merged entity will have an estimated market share of approximately **[CONFIDENTIAL]** with an accretion of approximately **[CONFIDENTIAL]**. The largest players in the relevant market are EnviroServ and Averda. There are also other market participants who operate as specialist spill response companies such as Hazquip, Hazclean, Procon-environmental, Xtreme Projects and Rapid Spill Response, among others. As a result of the proposed merger, the merged entity will become the **[CONFIDENTIAL]** player in the market. However, the Commission notes that the accretion in market share is relatively low.
18. Interwaste's industrial cleaning is done on a large scale and involves work such as cleaning of conservancy tanks; jet cleaning, and coal plant cleaning. On the other hand, Spill Tech provides general industrial cleaning on an *ad hoc* basis in the few instances where customers engage it outside of its core spill response-based industrial cleaning.
19. Spill Tech submits that it has previously attempted to bid for general industrial cleaning services (i.e., non spill response work) from larger companies. However, Spill Tech has
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not been successful in these endeavours as it is considered a specialist spill response company. Spill Tech's capabilities are known in spill response-based cleaning and not necessarily in general industrial cleaning activities, though it has on occasion offered complementary services including cleaning tanks, and draining and jetting of lines at port facilities.

20. Accordingly, in addition to the relatively low market accretion arising from the transaction, Spill Tech does not appear to be an effective competitor to Interwaste as well as other large industrial cleaning companies such as EnviroServ.
21. As such the proposed transaction will not result in the removal of an effective competitor in the market for the provision of industrial cleaning services.
22. The Commission received concerns from market participants arguing that the proposed transaction will likely create a dominant market player. The market participants submit that the merger will lessen competition in the market and create a dominant player in the industrial cleaning and soil rehabilitation market. The other market participant submits that Seche Holdings will add to Spill Tech's power, and this will put spill response companies as well as waste management companies in a difficult positions as competition will be stronger. However, in consideration of the market shares and competitive interaction as assessed above, the Commission is of the view that the merged entity is unlikely to attain market power in the industrial cleaning market as a result of the proposed transaction.

Vertical assessment – waste disposal market

23. The Commission considered the vertical overlap between the activities of the merging parties. The Commission notes that the target firm does not have its own landfill sites and once the hazardous waste (from its industrial cleaning and soil rehabilitation activities) is treated and collected, Spill Tech utilizes landfills of third parties for disposal purposes.
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24. Interwaste provides its landfill sites for disposal services to Spill Tech and other competitors in the market. The merging parties submit that the target firm has not used the Interwaste landfill sites for disposal services in the calendar years 2019 and 2020.

25. For the purposes of this proposed transaction, the Commission assessed whether the transaction may result in: (1) competitors of Interwaste at the landfill level losing access to a significant supplier of waste or (2) whether, as a result of the merger, Interwaste will have the incentive not to provide competitors of Spill Tech access to their landfill sites.

Will the transaction result in the loss of an important generator of waste?

26. In this instance, the foreclosure analysis considers whether competing landfill owners will be denied access to significant volumes of waste, should Spill Tech only use Interwaste's services after the merger.

27. Spill Tech's waste disposal services are considered ancillary services which are largely occasioned by its spill response business; thus, its waste disposal occurs on an occasional basis and not a continuous and regular basis as do municipal waste companies. As such, Spill Tech, as a market participant in the waste management industry, does not provide large quantities of waste to other waste disposal landfill companies. More so, in the general industrial cleaning services market, Spill Tech has a market share of approximately **[CONFIDENTIAL]**, which suggests it is unlikely to have any market power in the upstream market to enable the merging parties to restrict a significant input to rival downstream companies.

28. An Interwaste competitor raised an input foreclosure concern. The competitor submits that the main concern with the proposed transaction is that equal and fair opportunity will not be given to other market participants as Spill Tech is a major hazardous materials spill response company in South Africa and the majority of the Spill Tech's waste derived from industrial cleaning and soil rehabilitation will now be disposed at Interwaste's landfill sites.

29. In respect of the foreclosure concern raised, the Commission understands that Interwaste currently has 3 (three) landfill sites which are situated in Mpumalanga and Gauteng. In selecting a suitable landfill site, companies generally consider the nearest appropriately licensed landfill sites in order to reduce transport costs, risks of accidents and increased spillages of hazardous waste. Due to factors considered when selecting an appropriate landfill, it is unlikely that Spill Tech would utilize Interwaste's landfills site which are located in Mpumalanga and Gauteng when it needs to dispose of its hazardous waste produced in Durban and surrounding areas, for example. The Commission is therefore of the view that it is uneconomical and hazardous for trucks loaded with hazardous waste to travel long distances away from the closer located landfills for purposes of a self-dealing strategy.
30. It is important to note that even in respect of soil rehabilitation, Spill Tech conducts *in situ* remediation which requires disposal of the soil on site. As such, Spill Tech does not provide large tonnages of waste. In light of the above, the Commission is of the view that the merged entity is unlikely to have the ability or incentives to engage in input foreclosure strategies.

Will the transaction result in Interwaste denying access to its landfill site?

31. In this foreclosure test, the Commission will assess whether Interwaste will deny access to its landfill sites, post-merger. The Commission notes that Interwaste largely utilises its landfills for its own internal disposal purposes arising from its own general waste management services. As a company operating across the full spectrum of waste management, Interwaste is vertically integrated, as are its main rivals such as EnviroServe and Averda. Their landfill sites are predominately used to dispose of the waste generated from their own internal waste disposal activities. However, Interwaste also intermittently provides its landfill site services to other waste disposal companies.
32. The Commission understands that there are alternative market participants that also have landfills such as Averda, EnviroServ, Oricol and Tiger Chemicals. Other market participants indicated that they use EnviroServ, Averda and the City of Ekurhuleni's

landfill sites for disposal services. The Commission notes that Interwaste is not reliant on third-party disposal for revenue purposes. This is indicative of the fact that waste disposal is not Interwaste's main revenue-generating business. Furthermore, given Spill Tech's small market share in the industrial waste segment and the fact that waste disposal is an ancillary service to Spill Tech's business, the merger is unlikely to change this. The Commission's assessment has not uncovered evidence that suggests any change to incentives, particularly given that the Spill Tech spill response business model is not changing as a result of the merger. Interwaste has indicated that it will continue to provide landfill site services to third parties post-merger. As such, Interwaste does not appear to have the ability (given the presence of other alternative landfills) nor the incentives to foreclose any upstream firms.

33. Considering the above, the Commission is of the view that the proposed transaction is unlikely to lessen or prevent competition in any of the affected markets in South Africa.

Public interest

Employment

34. In respect of employment, the merging parties submit the following:

"The proposed transaction will not have any adverse effect on employment. In particular, there will be no retrenchments or job losses as a result of the proposed transaction."

35. The employees of Interwaste are represented by the National Union of Metalworkers of South Africa ("NUMSA"), South African Transport and Allied Workers Union ("SATAWU") and Democratised Transport Logistic and Allied Workers Union ("DETAWU"). Interwaste has a total of [CONFIDENTIAL] employees of whom [CONFIDENTIAL] are represented by a trade union and the remaining [CONFIDENTIAL] are not unionised. The remaining [CONFIDENTIAL] employees are represented by employee representative, Rajas Pillay. The employees of Spill Tech do not belong to any trade union and are represented by employee representative, Raymon Rocher.
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36. The Commission did not obtain any evidence suggesting that the proposed transaction will have a negative effect on employment. Furthermore, the Commission notes that the merging parties do not intend to integrate the Interwaste and Spill Tech businesses. As such, the Commission is of the view that the proposed transaction is unlikely to result in duplications and therefore, will not have a negative impact on employment.

The promotion of a greater spread of ownership, in particular, to increase the levels of ownership by historically disadvantaged persons and workers in firms in the market.

Minister of DTIC

37. The Commission received notice of participation from the Minister of the Department of Trade Industry and Competition ("Minister") on 23 February 2021. The Minister made submissions on section 12A (3)(e) of the Act. The Minister notes that Seche Holdings SA has stated in its merger filing that it considers it necessary to maintain the Level 1 B-BBEE status of the target firm and to this end intends entering an empowerment transaction that was under negotiation at the time of the merger filing. However, the Minister submits that the Commission should assess the impact of the proposed transaction on section 12A(3)(e).
38. The merging parties submit that Spill Tech currently holds Level 1 B-BBEE status, as well as being 51% black-owned under the applicable BEE codes. The acquiring group intends to maintain both the target firm's level 1 B-BBEE and 51% black-owned status through an empowerment transaction that is currently being negotiated. Although, as discussed below, the details of the empowerment transaction remain under negotiation, the ownership percentage, which will be calculated in accordance with the flow through principles under the applicable codes, will be 51%. The intention is to maintain the same level of black women ownership in the ownership structure, which is currently 30%.
39. The Commission notes that the merging parties are currently in the process of negotiating an empowerment transaction which will ultimately maintain the current BEE status of the target firm and notes that the pre-merger shareholder position of the Target Firm does
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not make provision for employee empowerment. The Commission takes the view that in order to ensure that the empowerment transaction is attained (given that negotiations may sometimes fail for various reasons), it is important in this case to impose a condition along the principles envisaged by the merging parties of maintaining the empowerment levels of the target firm following the instant merger.

40. In order to ensure the enforcement and creation of an empowerment ownership in the merged entity, the merging parties have agreed to an empowerment condition. **See Annexure A.**

Conclusion

41. The Commission recommends approval of the proposed merger subject to conditions.

ANNEXURE A
SÉCHÉ HOLDINGS SA PROPRIETARY LIMITED
AND
SPILL TECH GROUP HOLDINGS PROPRIETARY LIMITED

CASE NUMBER: 2021FEB0016

CONDITIONS

1. DEFINITIONS

In this document, the following expressions bear the meanings assigned to them below and related expressions bear corresponding meanings –

- 1.1 **"Acquiring Firm"** means Séché Holdings SA (Pty) Ltd;
 - 1.2 **"BEE Act"** means the Broad-Based Black Economic Empowerment Act, No. 53 of 2003;
 - 1.3 **"BEE Codes"** means the Codes of Good Practice on Broad-Based Black Economic Empowerment published in terms of the Republic of South Africa Government Gazette No. 36928 on 11 October 2013 under section 9(1) of the BEE Act as amended or replaced from time to time;
 - 1.4 **"BEE transaction"** means the black economic empowerment transaction described in clause 3.1 of the Conditions;
 - 1.5 **"Competition Act"** means the Competition Act, No. 89 of 1998 (as amended);
 - 1.6 **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;
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- 1.7 **"Conditions"** means these conditions;
- 1.8 **"HDPs"** means historically disadvantaged persons, as defined in section 3(2) of the Competition Act;
- 1.9 **"Implementation Date"** means the date on which the Merger is implemented in accordance with the commercial arrangements between the Merging Parties;
- 1.10 **"Merger"** means the acquisition by the Acquiring Firm of control over the Target Business;
- 1.11 **"Merging Parties"** means, collectively, the Acquiring Firm and the Target Business;
- 1.12 **"Target Business"** means Spill Tech Holdings (Pty) Ltd;

2. **RECORDAL**

- 2.1 On 11 February 2021, the Commission received a notice of an intermediate merger in terms of which the Acquiring Firm intends to acquire the Target Business. From a competition perspective, it is noted that the Merger is unlikely to substantially prevent or lessen competition.
- 2.2 The Acquiring Firm has agreed to the following Conditions related to public interest considerations.

3. **CONDITIONS TO THE APPROVAL OF THE MERGER**

- 3.1 The Acquiring Firm will (either directly or through the Acquiring Firm's group of companies), within a period of **[CONFIDENTIAL]** from the Implementation Date, execute a BEE transaction in relation to the Target Business.
- 3.2 The BEE transaction will have at least the following commercial features:
- 3.2.1 At least 51% black ownership of the Target Business; and
- 3.2.2 30% black woman ownership in the ownership structure of the Target Business,
-

Calculated in accordance with the flow through principle and other applicable measurement principles under the BEE Codes at the time of conclusion of the BEE transaction.

- 3.3 To the extent that the BEE transaction constitutes a merger requiring prior approval from the competition authorities, it will be notified in compliance with the relevant legal obligations that the Competition Act places on the parties to the BEE transaction.
- 3.4 To the extent that the BEE transaction constitutes a small merger under the Competition Act, the parties to the BEE transaction will notify the transaction on a voluntary basis.
- 3.5 Irrespective of whether the BEE transaction constitutes a merger capable of approval by the Commission, the Acquiring Firm will only execute the BEE transaction after consulting with the Commission for the purpose of allowing the Commission to consider whether there are reasonable grounds to believe that the transaction may substantially lessen or prevent competition in any market and the Acquiring Firm will provide the Commission with such information as is reasonably required for this purpose. In the event that the Commission is of the view that the aforementioned grounds exist, the Acquiring Firm will give serious consideration to the views expressed by the Commission in any decision regarding the final execution of the BEE transaction.
- 3.6 For the avoidance of doubt, nothing in these conditions restricts the Commission's existing powers under the Competition Act to investigate prohibited practices, unlawful prior implementation of a merger, or potential breaches of merger conditions.

4. **MONITORING OF COMPLIANCE WITH THE CONDITIONS**

- 4.1 The Acquiring Firm will notify the Commission of the Implementation Date of the Merger within 5 (five) business days of its occurrence.
- 4.2 The Acquiring Firm will, in writing, notify the Commission of the execution of the BEE transaction within 5 business days of its execution. This notification will include the following details relating to the BEE transaction: The transaction structure, identities of prospective HDPs, documentary evidence that prospective shareholders are HDPs, the
-

proportion of shareholding in the Target Business that each prospective HDP shareholder/s will receive, the number of board appointments each HDP shareholder/s is entitled to and confirmation of whether the BEE transaction constitutes a merger for the purposes of the Competition Act.

5. APPARENT BREACH

- 5.1 An apparent breach of these Conditions shall be dealt with in terms of Rule 39 of the Rules of the Conduct of Proceedings in the Commission.

6. VARIATION OF THE CONDITION

- 6.1 The Merging Parties may at any time, on good cause shown, apply to the Commission for the Conditions to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the variation of the Conditions, the Merging Parties shall apply to the Tribunal, on good cause shown, for the Conditions to be waived, relaxed, modified and/or substituted.

7. GENERAL

- 7.1 All correspondence in relation to these Conditions must be submitted to the following e-mail address: mergerconditions@compcom.co.za and Ministry@thedtic.gov.za.

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 1833

4 March 2022

NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:

SOUTH AFRICA INDUSTRIAL GROUP PROPRIETARY LIMITED

AND

PAUL BAYVEL EYETHU SALES PROPRIETARY LIMITED

CASE NUMBER: 2021JUL0023

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions as set out below:

1. On 12 July 2021, the Competition Commission ("Commission") received notice of an intermediate merger in terms of which South African Industries Group Proprietary Limited ("SAIG") intends to acquire **[Confidential]** % of the shareholding in Paul Bayvel Eyethu Sales Proprietary Limited ("PBES").

The parties and their activities

2. The primary acquiring firm is SAIG, which is incorporated in South Africa. SAIG is ultimately controlled by Messrs Nhlenganiso Mkwanazi ("Mkwanazi") and Ernest January ("January"). Mkwanazi and January are historically disadvantaged persons ("HDPs") as defined in section 3(2) of the Competition act No. 89 of 1998 (as amended) (the "Act"). SAIG, all firms controlled by SAIG, and all firms controlled by Mkwanazi and January, will be referred to as the "Acquiring Group".

3. The Acquiring Group conducts private equity activities. Of relevance to the merger are the Acquiring Group's local manufacture of copper tubing/pipes through Copper Tubing Africa Proprietary Limited ("CTA") which manufactures and wholesales copper tubing, plumbing fittings, and allied products for distribution primarily in South Africa.
4. The primary target firm is PBES, a private company incorporated in South Africa. The shares in PBES are held by Norman Bayvel (60%) and Stephanie Moonsammy (40%), who is an HDP.
5. PBES wholesales various products including copper tubes, underground plastic piping, plastic fittings, HDPE piping, UPVC & MPVC pressure piping, polycop pipe, electric cableflex, sanitaryware, galvanised fittings, cast iron gate valves, and a whole range of other complementary products that are sold to the hardware and building material retail market, as well as civil and engineering contractors.

Overlaps

6. The Commission found that the proposed transaction results in horizontal overlaps in the wholesale of copper tubes and polypropylene pipes in South Africa. The Commission also found that the transaction also raises a vertical aspect, as PBES purchases copper tubes from CTA.
 7. The Commission did not definitively conclude on the relevant markets but assessed the following:
 - 7.1. the upstream market for the national manufacture and supply of copper tubes (the "Upstream Market");
 - 7.2. the downstream market for the national wholesale of copper tubes (the "Downstream Market"); and
 - 7.3. the downstream market for the national wholesale of polypropylene pipes (the "Polypropylene Market").
-

Competition assessment

Horizontal assessment

8. In the Downstream Market the Commission estimated that the merged entity will have an estimated combined market share ranging between 25% and 35% with an accretion of less than 10%. In addition, the Commission found that the merged entity will continue to be competitively constrained by other credible alternatives such as Maksal, MacNeil, Eurocool, Arkham Plumbing, Halsted, Plumblink, Metraclark and others.
9. As regards the Polypropylene Market, the Commission found that PBES (the Target Firm) supplies a product called “polycop” which is a trademarked polypropylene pipe manufactured by Eurocelt Plastics (Pty) Ltd. The Commission considered the effects of the transaction in the narrowest Polypropylene Market, which only consists of polycop. In this narrow market, the Commission found that the merged entity would have an estimated market share of less than 35% with an accretion of less than 10%. The Commission also found that there remain ample credible alternative suppliers such as, MacNeil Plastics (Pty) Ltd; Cachet; Bugger Investments CC; Atlas Plastics; Unitwist; and Inkulu Plastics amongst others.

Vertical assessment

Input foreclosure

10. The Commission found that there are only 2 local manufacturers of copper tubes active in the Upstream Market. In that market, the Acquiring Group accounts for market shares ranging between 15% and 25%. The Commission also found that copper tubes are also currently imported into South Africa and are not subject to any import duties, making imports of copper tubes a possible alternative.
 11. In addition, pre-merger, PBES accounts for an insignificant market share in the Downstream Market.
 12. Considering the above, the Commission concluded that input foreclosure is unlikely to arise post-merger.
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Customer foreclosure

13. As indicated above, the Commission found that PBES has a market share of less than 10% in the Downstream Market. Moreover, the Commission found that PBES last procured copper tubes from the Acquiring Group in 2018 and that this accounted for an insignificant amount of the Acquiring Group's copper tube sales.
14. Furthermore, the Commission found that post-merger, there are ample prospective downstream customers for copper tubes for the merged entity's Upstream rival/s, such as MacNeil, Saffer Plumbing, K Carrim, Splashworks and Arkham.
15. Considering the above, the Commission concluded that anticompetitive customer foreclosure is unlikely to arise post-merger.

Restraint of trade

16. The Commission found that the merging parties intended on concluding a restraint of trade in terms of which PBES's current shareholders would be restrained from conducting any business in competition with PBES in Africa for a period of 10 years (the "Restraint"). The Restraint would commence upon the expiry of the lock-in period (approximately 2 years from the merger implementation date, during which time the Sellers would be employees of the merged entity).
17. Based on international and local jurisprudence, the Commission found that the duration and scope of the Restraint was likely to raise competition concerns. In view of the Commission's concerns, the parties have agreed to the conditions attached as **Annexure A** to these reasons.

Public Interest***Employment***

18. The merging parties submitted that there will be no job losses in South Africa because of the merger.
 19. The Commission contacted the employee representatives of SAIG, CTA and PBES and no
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employment concerns were raised regarding the merger.

Promotion of a greater spread of ownership (section 12A(3)(e) of the Act

20. The merging parties submitted that the merger promotes public interest in this regard as the level of HDP ownership at PBES will increase from 40% pre-merger to 94% post-merger.
21. The Department of Trade, Industry and Competition ("DTIC") participated in the merger on 21 July 2021. The DTIC required that the merger is approved subject to a condition that the merged entity establishes an ownership scheme/trust that equates to at least 10% of the merger entity's share capital, for the benefit of workers.
22. The Commission concluded that the transaction is unlikely to result in a substantial negative effect on the public interest and thus, no further intervention is necessary.

Conclusion

23. Considering the above, the Commission approves the merger subject to the conditions attached as **Annexure A** hereto.

ANNEXURE A
SOUTH AFRICAN INDUSTRIAL GROUP (PTY) LTD
AND
PAUL BAYVEL EYETHU SALES (PTY) LTD
CC CASE NUMBER: 2021JUL0023

CONDITIONS

1. DEFINITIONS

The following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings –

- 1.1. **“Acquiring Firm”** means South African Industrial Group (Pty) Ltd;
 - 1.2. **“Approval Date”** means the date referred to on the Commission’s merger clearance certificate (Form CC15);
 - 1.3. **“Commission”** means the Competition Commission of South Africa;
 - 1.4. **“Commission Rules”** means the Rules for the Conduct of Proceedings in the Commission;
 - 1.5. **“Competition Act”** means the Competition Act 89 of 1998, as amended;
 - 1.6. **“Conditions”** means these conditions;
 - 1.7. **“Days”** means any calendar day which is not a Saturday, Sunday, or an official holiday in South Africa;
 - 1.8. **“Implementation Date”** means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
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- 1.9. “**Lock In Period**” means a period immediately after the Implementation Date and ending no later than 28 February 2023;
- 1.10. “**Merger**” means the Acquiring Firm’s proposal to acquire a **[Confidential]**% interest in the Target Firm which constitutes an intermediate merger for the purposes of the Act;
- 1.11. “**Merging Parties**” means the Acquiring Firm and the Target Firm;
- 1.12. “**Merged Entity**” means the merged business operations of the Merging Parties;
- 1.13. “**Restraint**” means a provision to be included in the Sale of Shares Agreement and in terms of which each Restrained Shareholder is precluded from conducting any business in competition with the Target Firm; within SADC, for a period of 5 (five) years commencing immediately upon the expiry of the Lock In Period or immediately upon the earlier termination of the Lock In Period (whichever comes first);
- 1.14. “**Restrained Shareholders**” means Norman Bayvel and Stephanie Moonsammy who will collectively hold a **[Confidential]** % interest in the Target Firm, post-Merger;
- 1.15. “**SADC**” means the Southern African Development Community;
- 1.16. “**Sale of Shares Agreement**” means the agreement to be concluded by the Merging Parties, reflecting inter *alia*, the Lock In Period, the Restraint, and other terms of the sale of the Target Firm to the Acquiring Firm; and
- 1.17. “**Target Firm**” means Paul Bayvel Eyethu Sales (Pty) Ltd.

2. RECORDAL

- 2.1. The Merging Parties filed the Merger on 12 July 2021.
- 2.2. The Commission’s investigation found that the Merging Parties contemplated that the Restrained Shareholders would be restrained from conducting any competing business to the Target Firm within Africa, for up to **[Confidential]** years from the implementation date in the draft sale of shares agreement being 1 March 2021, which date was selected for the sole reason that it aligns with the financial year end of PBES for accounting
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purposes. The Commission found that this proposed restraint was unjustifiable, both in terms of its scope and duration notwithstanding the evidence proffered by the Merging Parties. Consequently, the Commission concluded that the proposed restraint was likely to raise competition concerns.

- 2.3. To address this concern, the merging parties and the Commission have agreed to the Conditions.

3. CONDITIONS

- 3.1. The Restraint to be concluded by the Merging Parties shall be limited to –

3.1.1. the Restrained Shareholders;

3.1.2. any business competing with the Target Firm, namely the wholesale and/or distribution of plumbing equipment and accessories in competition with the Target Firm within SADC; and

3.1.3. shall endure for a period not longer than 5 (five) years, commencing immediately upon the expiry of the Lock in Period or immediately upon the earlier termination of the Lock In Period, whichever comes first.

4. MONITORING OF COMPLIANCE WITH CONDITIONS

- 4.1. The Merged Entity shall notify the Commission of the Implementation Date within 5 (five) Days of its effectiveness.
- 4.2. Within 30 (thirty) Days of the signature of the Sale of Shares Agreement, the Merging Parties shall provide the Commission with a copy of the signed Sale of Shares Agreement reflecting the Restraint as outlined in these Conditions.
- 4.3. For the duration of the Restraint, the Merging Parties shall on each anniversary of the Approval Date, provide the Commission with an affidavit from a director of the Acquiring Firm, attesting to compliance with the Conditions.
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5. APPARENT BREACH

- 5.1. Should the Commission receive any complaint in relation to non-compliance with the above Conditions, or otherwise determines that there has been an apparent breach by the Merging Parties of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Commission Rules.

6. VARIATION

- 6.1. The Merging Parties may at any time, on good cause shown, apply to the Commission for the Conditions to be lifted, revised, or amended. Should a dispute arise in relation to the variation of the Conditions, the Merging Parties shall apply to the Tribunal, on good cause shown, for the Conditions to be lifted, revised, or amended.

7. GENERAL

- 7.1. All correspondence in relation to these Conditions must be submitted to the following email addresses: mergerconditions@compcom.co.za and ministry@thedtic.gov.za.

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 1834

4 March 2022

NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:**THE CAPITAL APARTMENTS AND HOTELS GROUP PROPRIETARY LIMITED****AND****IFA FAIR-ZIM HOTEL AND RESORT PROPRIETARY LIMITED (“ZIMBALI”)****CASE NUMBER: 2021APR0037**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the ‘Rules for the Conduct of Proceedings in the Competition Commission’, that it has approved the transaction involving the abovementioned firms subject to conditions as set out below:

1. On 22 April 2021, the Competition Commission (the Commission) received notice of an intermediate merger whereby The Capital Apartments and Hotels Group (Pty) Ltd (The Capital Apartments) intends to acquire the entire issued share capital of IFA Fair-Zim Hotel and Resort (Pty) Ltd (Zimbali). Upon the implementation of the proposed transaction, The Capital Apartments will own and exercise control over Zimbali as envisaged by clause 12(2)(a) of the Competition Act 89 of 1998, as amended (the Act).

The parties and their activities

2. The primary acquiring firm is The Capital Apartments, a private company incorporated in accordance with the laws of the Republic of South Africa. The Capital Apartments is ultimately controlled by Intamarket Properties (Pty) Ltd (“Intamarket Properties”).
 3. The Capital Apartments operates nine hotels and self-catering apartments in the four-to-five-star category in Johannesburg, Pretoria, Cape Town, and Durban. The Capital Apartments
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also operates events and conferencing spaces in Johannesburg, Pretoria, and Durban. Relevant to the proposed transaction, The Capital Apartments operates The Capital Pearls, a hotel in Umhlanga, KwaZulu-Natal.

4. The primary target firm is the Zimbali, a private company incorporated in accordance with the laws of South Africa, which is currently in business rescue. Zimbali is controlled by IFA Hotels and Resorts Company KSCP ("IFA Hotels"). Zimbali has not operated since March 2020 and was placed into business rescue in September 2020 as a result of the impact of the Covid-19 pandemic on the hospitality industry. As at the date of this filing, Zimbali was still not operational.
5. IFA Hotels, the seller, is involved in the development of mixed-use hotel and residential resort projects as well as luxury leisure services. IFA Hotels operates a number of premium vacation and residential destinations in Dubai and Tanzania. In South Africa, IFA Hotels operated the Zimbali and the Legends Golf & Safari Resort. Zimbali operates a five-star hotel in Ballito, Zimbali Coastal Resort, Kwa-Zulu Natal. Zimbali also developed property for sale around the hotel complex. Traditionally, Zimbali has been a leisure focused hotel and is not focused on the corporate market, which is the focus of the Acquiring Firm.
6. As indicated above, Zimbali ceased operations in March 2020 as a result of the impact that the Covid-19 lockdown had on the hospitality industry and subsequently, in September 2020, went into voluntary business rescue.

Competition analysis

7. The Commission considered the activities of the merging parties and found that the proposed transaction results in a competitive overlap in the market for the provision of short-term accommodation in four- and five-star hotel accommodation in Durban and the surrounding areas. The Commission found that the merged entity will have relatively low estimated market share in the market for the provision of short-term accommodation in four- and five-star hotel accommodation in Durban and the surrounding areas. The Commission further
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found that there are at least 10 (ten) four-star and five-star graded hotels which will continue to compete with the merged entity's hotels in Durban post-merger.

8. Taken as a whole, the Commission is of the view that the proposed transaction is unlikely to substantially prevent or lessen competition in South Africa.

Public Interest

9. The Commission notes that Zimbali is currently under business rescue and it has not been operating since March 2020. As such, the proposed transaction will result in the resumption of service at Zimbali and will save a number of jobs.
10. The Commission notes that the merging parties submit that the proposed transaction is likely to result in job duplications. However, the Commission notes that the employees that are likely to be affected are skilled or professional employees who appear to have transferable skills which are not specifically related to the hospitality industry.
11. Taken as a whole, the Commission is of the view that the proposed transaction is unlikely to raise significant employment or public interest concerns.
12. Despite the above, the Commission is of the view that the proposed transaction should be approved subject to the conditions that will limit the number of retrenchments that will take place within Zimbali post-merger and that record the merging parties' undertaking to offer the affected employees alternative future employment that may arise within the acquiring group post-merger. The conditions are contained in Annexure "A" of the report.

Conclusion

13. In light of the above, the Commission therefore approves the proposed transaction subject to the conditions attached in Annexure "A".
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ANNEXURE A**THE CAPITAL APARTMENTS AND HOTEL GROUP (PTY) LTD****AND****IFA FAIR-ZIM HOTEL AND RESORT (PTY) LTD****CASE NUMBER: 2021APR0037**

CONDITIONS

1. DEFINITIONS

1.1. The following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings –

- 1.1.1. **“Acquiring Firm”** or **“The Capital”** means The Capital Apartments and Hotel Group (Pty) Ltd;
 - 1.1.2. **“Act”** means the Competition Act, No. 89 of 1998 (as amended);
 - 1.1.3. **“Affected Employees”** means the employees of the Target Firm that are likely to be retrenched as a result of the Merger, including any duplications;
 - 1.1.4. **“Approval Date”** means the date on which the Merger is approved by the Commission and as set out in the Commission’s clearance certificate (Notice CC 15);
 - 1.1.5. **“Commission”** means the Competition Commission of South Africa;
 - 1.1.6. **“Conditions”** means the conditions set out herein;
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- 1.1.7. **“Days”** means any calendar day other than a Saturday, a Sunday or an official public holiday in South Africa;
- 1.1.8. **“Implementation Date”** means date occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
- 1.1.9. **“LRA”** means the Labour Relations Act, No. 66 of 1995, as amended;
- 1.1.10. **“Merged Entity”** means the Acquiring Firm and the Target Firm;
- 1.1.11. **“Merger”** means the acquisition by Acquiring Firm of the entire issued share capital of the Target Firm;
- 1.1.12. **“Merging Parties”** means The Capital Apartments and Zimbali;
- 1.1.13. **“Target Firm” or “Zimbali”** means IFA Fair-Zim Hotel and Resort (Pty) Ltd; and
- 1.1.14. **“Tribunal”** means the Competition Tribunal of South Africa.

2. RECORDAL

- 2.1. On 22 April 2020, the Commission received notice of the Merger.
 - 2.2. From a competition perspective, the Commission found that the Merger is unlikely to substantially prevent or lessen competition.
 - 2.3. In relation to public interest, the Merging Parties submit that the Merger will result in a retrenchment of a certain number of employees due to a duplication of roles within the Merging Parties. The Merging Parties submit that although these duplicated roles have been identified, they undertake that the likely affected employees will be considered for alternative positions that may arise within the Merged Entity post-merger within the larger Capital group.
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- 2.4. In order to restrict the impact of the Merger on employment, the Merger is approved subject to these Conditions, which the Merging Parties have agreed to.

3. CONDITIONS

- 3.1. Other than the Affected Employees, the Merging Parties shall not retrench any employees as a result of the Merger for a period of two (2) years from the Implementation Date as well as the period between the Approval Date and the Implementation Date.
- 3.2. For the sake of clarity, retrenchments for purposes of paragraph 3.1 above will not include (i) voluntary separation arrangements; (ii) voluntary early retirement packages; (iii) unreasonable refusals to be redeployed in accordance with the provisions of the LRA; (iv) resignations or retirements in the ordinary course of business; (v) retrenchments lawfully effected for operational requirements unrelated to the Merger; and/or (vi) terminations in the ordinary course of business, including but not limited to, dismissals as a result of misconduct or poor performance.
- 3.3. The Merging Parties commit that for a period of two (2) years after the Implementation Date, they will give preference to the Affected Employees provided they have the requisite qualifications, skills, know-how and experience should there be available vacancies at the Merged Entity.
- 3.4. The Merging Parties shall use their best endeavours to communicate available vacancies at the Merged Entity to the Affected Employees for a period of two (2) after the Implementation Date.

4. MONITORING OF COMPLIANCE WITH THE CONDITIONS

- 4.1. The Merged Entity shall inform the Commission in writing of the Implementation Date within 5 (five) Days of it becoming effective.
- 4.2. The Merging Parties shall circulate a copy of the Conditions to their employees, the Affected
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Employees and/or their respective representatives within 5 Days of the Approval Date.

- 4.3. As proof of compliance thereof, the Merging Parties shall within 10 Days of circulating the Conditions, provide the Commission with an affidavit from a director employed by the Acquiring Firm and/or the business rescue practitioner of the Target Firm attesting to the circulation of the Conditions and attach a copy of the notice sent.
- 4.4. The Merged Entity shall submit an affidavit within 5 Days after the anniversary of the Implementation Date and for a period of 2 years, to the Commission and the DTIC, confirming compliance with clause 3 of the Conditions. This affidavit must be deposed to by a director of the Merged Entity.
- 4.5. Any employee of either of the Merging Parties who believes that the Merging Parties have not complied with or have acted in breach of the Conditions may approach the Commission.
- 4.6. In the event that the Commission discovers that there has been an apparent breach of these Conditions, this shall be dealt with in terms of Rule 37 of the Rules for the Conduct of Proceedings in the Competition Tribunal read together with Rule 39 of the Rules for the Conduct of Proceedings in the Competition Commission.

5. VARIATION

- 5.1. The Merged Entity may at any time, and on good cause shown, apply to the Commission for any of the Conditions to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the Merged Entity's application to the Commission, the Merged Entity may apply to the Tribunal for appropriate relief.

6. GENERAL

- 6.1. All correspondence in relation to these Conditions must be submitted to the following e-mail address: mergerconditions@compcom.co.za and ministry@thedtic.gov.za.
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Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298, or Facsimile: (012) 394 4298.

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 1835

4 March 2022

NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:

VOLARIS GROUP INC

AND

ADAPT IT HOLDINGS LIMITED

CASE NUMBER: 2021JUL0046

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions as set out below:

Background

1. On 20 July 2021, the Competition Commission ("Commission") received notice of an intermediate merger whereby Volaris Group Inc. ("Volaris") intends to acquire the entire ordinary issued share capital in Adapt IT Holdings Limited ("Adapt It"). Post-merger, Adapt IT will be solely controlled by Volaris.

Description of the merging parties

2. The primary acquiring firm, Volaris, is duly incorporated in accordance with the laws of Ontario, Canada. Volaris is controlled by Constellation Software Inc. ("Constellation"), also incorporated under Canadian laws. Constellation is listed on the Toronto Stock Exchange and as its shares are widely held, it is not directly or indirectly controlled by any firm or individual. Constellation controls several firms within South Africa. Volaris, Constellation and its subsidiaries will henceforth be collectively referred to as the "Acquiring Group".
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3. The primary target firm, Adapt IT, is duly incorporated in accordance with the laws of the Republic of South Africa. Adapt IT is listed on the Johannesburg Securities Exchange and as its shares are widely held, it is not directly or indirectly controlled by any firm or individual. However, for the sake of completeness, shareholders owning at least 5% of the entire issued share capital in Adapt IT are: Sibusiso Shabalala; as to 9.88%, UBS AG LDN A/C Client; as to 5.71% and Adapt IT Pty Ltd; as to 5.26%. Adapt IT controls a few firms operating within South Africa. Adapt IT and its subsidiaries will henceforth be collectively referred to as the "Target Group".

Description of the transaction

4. In terms of the proposed transaction, the Acquiring Group intends to acquire the entire ordinary issued share capital in the Target Group, by way of a scheme of arrangement ("Scheme"). In terms of the Scheme, the Target Group's shareholders ("Shareholders") are given a choice to (i) sell all or part of their shares to Volaris ("Exit Election") or (ii) retain all or part of their shares ("Continuation Election"). However, Shareholders will be deemed to have made the Exit Election in respect of all shares for which a valid Continuation Election has not been made.
5. Contemporaneously with the Scheme, the Acquiring Group has made a conditional general standby offer ("Standby Offer") to all Shareholders, to acquire up to the entire issued share capital in the Target Group for the Standby Offer Consideration which will be implemented only if the Scheme fails.
6. Based on the foregoing, pursuant to the successful implementation of the Scheme or, if the Scheme fails, pursuant to the Standby Offer being implemented, the entire issued share capital in the Target Group may be delisted from the JSE. Post-merger, the Target Group will be solely controlled by the Acquiring Group.

Activities of the merging parties

7. The Acquiring Group provides vertical market software services primarily focusing on (1) education, (2) manufacturing and (3) telecommunications. Vertical market software services
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providers offer solutions to markets such as banks, educational institutions, mines, car dealerships, etc.

8. The Target Group provides specialised software and digitally led business solutions in 6 (six) key sectors, namely (1) education, (2) manufacturing, (3) communication, (4) hospitality, (5) energy and (6) financial services.

Overlapping markets

9. The Commission considered the activities of the merging parties and found that they do not overlap horizontally as they do not offer products or services that can be regarded as interchangeable in any of the markets. The Commission further found that although the Acquiring Group and the Target Group are involved in the provision of vertical software solutions that focus on (1) education, (2) communication/telecoms and (3) manufacturing, the type of software solutions offered by each of them to each industry is differentiated to such an extent that they are not considered to be reasonably interchangeable, as explained below.

Competition assessment

10. The Commission found that although the merging parties focus on 3 similar sectors, each one targets a market which is distinct from the one targeted by the other one.
 11. The submissions by the customers of the merging parties also confirm that the merging parties are not each other's direct competitor. The customers submitted that the merging parties are not able to offer similar software solutions. None of these customers had both the merging parties bid against each other when procuring software solutions obtained from either of the merging parties. Further, none of these customers raised any competition concerns.
 12. In view of the foregoing, the Commission concludes that the proposed transaction is unlikely to lead to a substantial prevention or lessening of competition in any relevant markets.
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Public interest considerations**Employment**

13. The merging parties submitted that the proposed transaction will not have adverse effects on employment as it will not result in merger-related job losses or retrenchments.
14. The Commission is of the view that the proposed transaction is unlikely to lead to negative employment effects as their operations will not be merged, which would unlikely lead to duplication roles and possibly retrenchments and none of the employee representatives raised a concern.

Effect on B-BBEE and the spread of ownership by historically disadvantaged persons

15. As context, the Commission notes that final shareholding of Volaris in Adapt IT is not yet known. This will only be known after all shareholders have indicated whether they will accept Volaris's offer. Although Volaris has expressed a firm intent to obtain up to 100% of the issued shares of Adapt IT, its final shareholding depends on how many shareholders elect to exit. Consequently, it is difficult to estimate what Volaris's stake in Adapt IT will be and, specifically, what the post-merger broad-based black economic empowerment ("B-BBEE") shareholding of the merged entity will be.
 16. The merging parties submitted that given that all the Target Group's Shareholders, including historically disadvantaged persons ("HDPs") are entitled to make the Exit Election and the Continuation Election in terms of the proposed transaction, it is not possible to determine the impact of the proposed transaction on post-merger level of HDP ownership prior to the implementation of the proposed transaction.
 17. Given the uncertainty about the effect of the merger on B-BBEE, the parties have estimated the change in BEE ownership on a 'worst-case' basis.
 18. Prior to the merger, the economic interest held by historically disadvantaged persons (HDPs) amount to 29% while their ownership level is estimated at 31%. If all HDP
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shareholders exit, Adapt IT can still claim recognition for some of the historical HDP ownership in terms of the 'Continued Recognition Principle' in the IT Sector B-BBEE Code ("IT Sector Code"). The ICT Sector Code entitles an IT firm such as Adapt IT to recognise a portion of black ownership after HDP shareholders have exited an IT firm through a sale of shares. In this regard, if the Continued Recognition principle is applied on a worst-case scenario, Adapt IT can claim a stipulated amount of Black Ownership, or simply, Continued Recognition ("CR") Ownership. The post-merger HDP ownership will thus be between 10% and 15%. The merging parties however reiterate that this is a worst-case scenario as it assumes all HDP shareholders will elect to exit. Any HDP shareholders who elects to retain part, or all of their shares will raise the total level of B-BBEE ownership in Adapt IT to more than this figure.

19. The merging parties further submitted that the Acquiring Group commits to maintaining Adapt IT's current BEE rating for a period of 60 months after the implementation date. Therefore, should the BEE level drop below the current level, the Acquiring Group will rectify that within 12 months. Should this commitment require the implementation of a new BEE ownership deal, the dilutive impact of the B-BBEE ownership will be shared equally by all the remaining Shareholders.
20. The Minister of Trade, Industry and Competition ("Minister") also issued Notice of Intention to Participate in the investigation ("CC5(2)"). In the submission, the Minister focused on the undertakings by the merging parties to also include black employees and women in the ownership of the Target Group, in maintaining the pre-merger level of B-BBEE ownership. The Minister proposed the introduction of an employee share ownership programme ("ESOP") within the Target Group of 5%, as a mechanism to be utilised for the maintenance of the pre-merger B-BBEE level.

Proposed Education/Ownership Trust and B-BEE rating Commitments

21. Instead of establishing ESOP, the merging parties submit that they will establish an Education Trust which would own approximately 5.55 million ordinary shares in Adapt IT. This would be equivalent to an effective 5% of the shares in Adapt IT. The Trust is
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earmarked to provide educational and skill development bursaries for all employees of Adapt IT, their families, and broader communities within which Adapt IT operates. The Minister considered the merging parties proposal of an Education Trust and raised no further concerns.

22. In summary, the merger parties proposed the following to address the potential HDP dilution effects of the merger:

- 22.1. An Education Trust will be established within 12 months of implementation that will hold 5% of the issued share capital of Adapt IT. This Trust will be governed by Adapt IT and worker representatives. The beneficiaries of the Trust will be Adapt IT workers. The benefits/dividends that flow to the Trust will only be applied to education programmes. In other words, the Trust will not pay dividends to employees, but all dividends will be available to employees, their families, and communities in which Adapt IT operates to apply for funding for any course of study. Once a course of study is approved, the payment for that course will endure whether the employee remains employed in Adapt IT. Because the Education Trust owns 5% of Adapt IT's issued share capital, it contributes to the Black Ownership element under the relevant B-BBEE codes. 85% of the Education Trust is ring-fenced, such that the pay outs will be reserved for employees.
 - 22.2. A B-BBEE Ownership ranging between 10% and 15% (CR Ownership) as well as 5% (Education Trust) shareholdings, bringing these to a total ranging between 15% and 20% of B-BBEE ownership in Adapt IT. Should a level of 20% not be achieved, the merging parties, following further engagements, offered a new commitment which effectively improves the total HDP ownership proposal to 20%, in terms of economic interest, as a measure to address the dilutive nature of the proposed transaction.
 - 22.3. Maintain the pre-merger level of B-BBEE rating for at least 5 years after the implementation of the merger. Should Adapt IT's B-BBEE rating level drop below the pre-merger level at any time, this would be rectified within one year of this change.
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23. In all, the Commission's view is that the 5% Education Trust, plus the additional stipulated percentage of HDP ownership in the Target Group would serve as an initial endeavour towards correcting the dilutive nature of the proposed transaction. The Commission is of the view that the actual final level of the Target Group's B-BBEE ownership may be higher considering that other HDP shareholders may elect to retain part or all of their shares. As the current calculations are based on a worst-case scenario assuming that all HDP shareholding shall be exited, any HDP shareholding that is retained is likely to raise the proposed level.

24. The Commission has accepted the suite of commitments above as reasonable endeavours to address the dilutive effective of proposed merger on its effect on HDPs. These commitments are contained in the form of Conditions in Annexure A to the report.

Conclusion

25. The Commission approves the proposed merger subject to the conditions in **Annexure A**.

ANNEXURE A**VOLARIS GROUP INC****AND****ADAPT IT HOLDINGS LIMITED****CASE NUMBER: 2021JUL0046**

CONDITIONS

1. DEFINITIONS

1.1. The following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings –

- 1.1. **“Acquiring Group”** means Volaris and its controlling shareholder and all firms controlled by them;
 - 1.2. **“Adapt IT”** means Adapt IT Holdings Limited;
 - 1.3. **“B-BBEE”** means broad-based black economic empowerment as defined in the B-BBEE Act;
 - 1.4. **“B-BBEE Act”** means the Broad-Based Black Economic Empowerment Act, 53 of 2003, as amended;
 - 1.5. **“B-BBEE Education Trust”** means the trust to be established by the Merged Entity as set out in clause 3 below;
 - 1.6. **“B-BBEE ICT Sector Code”** means the Amended B-BBEE ICT Sector Code published in the Government Gazette on 7 November 2016;
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- 1.7. **"B-BBEE Rating Commitment"** means the commitment set out in clause 5 below;
- 1.8. **"Black"** means black people as defined in the B-BBEE Act;
- 1.9. **"Close Family Member"** means the spouse, children, brother, sister, mother, father, sister's children, and brother's children of the beneficiaries of the B-BBEE Education Trust that may be dependent on him or her;
- 1.10. **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;
- 1.11. **"Competition Act"** means the Competition Act, 89 of 1998, as amended;
- 1.12. **"Conditions"** means these conditions;
- 1.13. **"Days"** means any calendar day which is not a Saturday, Sunday, or official public holiday in South Africa;
- 1.14. **"DTIC"** means the Department of Trade, Industry, and Competition of South Africa;
- 1.15. **"Implementation Date"** means the date, occurring after the receipt of 2021 Certificate, and after the last condition precedent to the transaction is fulfilled or waived when the Merger is implemented in accordance with its terms;
- 1.16. **"Initial Period"** means 2 (two) years from the Implementation Date,
- 1.17. **"Merged Entity"** means Adapt IT subject to the control of Volaris following implementation of the Merger;
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- 1.18. **“Merger”** means the acquisition of control by Volaris of Adapt IT as contemplated in the intermediate merger notified to the Commission under Commission Case Number 2021JUL0046;
- 1.19. **“Merging Parties”** means Adapt IT and Volaris;
- 1.20. **“South Africa”** means the Republic of South Africa;
- 1.21. **“Tribunal”** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act; and
- 1.22. **“Volaris”** means Volaris Group Inc.
- 1.23. **“2021 Certificate”** means Adapt IT’s B-BBEE Certificate which will be received by the Merging Parties on or before 30 September 2021.

2. RECORDAL

- 2.1. On 20 July 2021, the Commission received notice of the Merger.
- 2.2. Pursuant to its investigation of the Merger, the Commission found, from a competition perspective, that it is unlikely to lessen or prevent competition.
- 2.3. However, the Commission found that the Merger may have a negative effect on the promotion of a greater spread of ownership, as contemplated in section 12A(3)(e) of the Competition Act.
- 2.4. In good faith negotiations with the Commission and the DTIC, the Merging Parties agreed to the conditions below.

3. B-BBEE EDUCATION TRUST

- 3.1. Within 12 (twelve) months of the Implementation Date, the Merged Entity will establish the B-BBEE Education Trust, the main parameters of which shall be:
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- 3.1.1. the B-BBEE Education Trust will own approximately 5.55 million Adapt IT ordinary shares, equating to an effective 5% Black ownership of Adapt IT's issued ordinary shares (calculated in terms of the B-BBEE ICT Sector Code and by excluding shareholding attributable to foreign operations);
- 3.1.2. funding provided by the B-BBEE Education Trust will be ring-fenced for education use, in the form of educational and skills development bursaries;
- 3.1.3. between 85% - 100% of funding provided by the B-BBEE Education Trust will be ring-fenced for only Adapt IT employees and their dependants or Close Family Member, who will be the beneficiaries of the B-BBEE Education Trust;
- 3.1.4. all Adapt IT employees will be able to apply for educational funding, in terms of transparent and fair criteria;
- 3.1.5. no lawful recipient of educational funding/beneficiary of the B-BBEE Education Trust will be obliged to repay same; and
- 3.1.6. the B-BBEE Education Trust will be administered in terms of a trust deed by a board of trustees, which will include employee representation and independent trustees.

4. B-BBEE COMMITMENT

- 4.1. Within 12 (twelve) months of the Implementation Date, the Merged Entity shall ensure that the derived Black shareholding in Adapt IT (calculated in terms of the current B-BBEE ICT Sector Code and by excluding shareholding attributable to foreign operations), in terms of economic interest, will be at least **[Confidential]**%.
 - 4.2. It is recorded that this can be achieved by an effective derived Black ownership which is estimated at a **[Confidential]** in Adapt IT through the application of the continued recognition principle in terms of the current B-BBEE ICT Sector Code (estimate is dependent on the number of Black shareholders that elect to sell their
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shares in terms of the Merger) and a further 5% effective Black ownership through the establishment of the B-BBEE Education Trust.

- 4.3. Within the Initial Period, the Merged Entity shall ensure that the derived Black shareholding in Adapt IT (calculated in terms of the current B-BBEE ICT Sector Code and by excluding shareholding attributable to foreign operations), in terms of economic interest, will be at least **[Confidential]**. If, at the end of the Initial Period, the Merged Entity has been unable to comply with the aforesaid commitment, then the Merged Entity shall engage with the Commission in order to extend such period by a further year with the written consent of the Commission, which shall not be unreasonably withheld.
- 4.4. This B-BBEE Commitment is subject, at all times, to Volaris maintaining control over Adapt IT, as contemplated by the Competition Act and a shareholding in Adapt IT of at least 50.1%.

5. B-BBEE RATING COMMITMENT

- 5.1. The Merged Entity shall use all reasonable endeavours to ensure that Adapt IT and its main operating subsidiary will maintain their current B-BBEE ratings or only one level lower for a period of 5 (five) years after the Implementation Date, as measured in terms of the current B-BBEE Act and B-BBEE ICT Sector Code.
- 5.2. The current B-BBEE rating of Adapt IT or its main operating subsidiary shall be the B-BBEE rating at the receipt of 2021 Certificate.
- 5.3. To the extent that the B-BBEE rating of Adapt IT or its main operating subsidiary falls by one level vis-à-vis the level immediately prior to the receipt of 2021 Certificate, the Merged Entity commits to rectify same within a 12 (twelve) month period, until expiry of this B-BBEE Rating Commitment.
- 5.4. This B-BBEE Rating Commitment is subject, at all times, to Volaris maintaining control over Adapt IT as contemplated by the Competition Act and a shareholding in Adapt IT of at least 50.1% and is subject to the B-BBEE rating being measured in terms of the current B-BBEE Act read with the B-BBEE ICT Sector Code.
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6. MONITORING OF COMPLIANCE WITH THE CONDITIONS

- 6.1. The Acquiring Group shall inform the Commission of the Implementation Date within 5 (five) Days of its occurrence.
- 6.2. The Acquiring Group shall inform the Commission of the commencement date of the B-BBEE Education Trust contemplated in clause 3 above within 5 (five) Days of its occurrence.
- 6.3. The Merging Parties shall inform the Commission of Adapt IT's B-BBEE rating 20 days within the receipt of the 2021 Certificate. This notification shall include a certificate or report from an accredited independent B-BBEE rating agency verifying Adapt IT's B-BBEE rating.
- 6.4. For a period of 5 (five) years from the receipt of 2021 Certificate, the Acquiring Group shall, within 30 (thirty) Days of each anniversary of the 2021 Certificate, provide to the Commission a report detailing its compliance with these Conditions. This report shall be accompanied by an affidavit, attested to by a senior official of the Merged Entity, confirming the accuracy of the report.
- 6.5. Any person who believes that the Merging Parties have failed to comply with these Conditions may approach the Commission with his/her complaint. In the event that the Commission determines that there has been an apparent breach by the Merging Parties of these Conditions, the matter shall be dealt with in terms of clause 8 below.

7. VARIATION OF THE CONDITION

- 7.1. The Merged Entity may at any time, and on good cause shown, apply to the Commission for any of the Conditions to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the Merged Entity's application to the Commission, the Merged Entity may apply to the Tribunal for appropriate relief.
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8. APPARENT BREACH

8.1. In the event that the Merging Parties appear to have breached the Conditions or if the Commission determines that there has been an apparent breach by the Merging Parties of any of the Conditions, this shall be dealt with in terms of Rule 39 of the Rules for the Conduct of Proceedings in the Commission read together with Rule 37 of the Rules for the Conduct of Proceedings in the Tribunal.

1.1.1. GENERAL

1.2. All correspondence in relation to these Conditions must be submitted to the following e-mail address: mergerconditions@compcom.co.za and Ministry@thedtic.gov.za.

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION**NO. 1836****4 March 2022****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****HERENS HOLDCO AG****AND****LONZA'S SPECIALTY INGREDIENTS BUSINESS, INCLUDING ITS RELEVANT
SUBSIDIARIES****CASE NUMBER: 2021APR0022**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions as set out below:

1. On 16 April 2021, the Competition Commission ("Commission") received notice of an intermediate merger whereby each of funds managed by Bain Capital Investors L.L.C. ("Bain Capital") and funds managed by Cinven Capital Management (VII) General Partner Limited ("Cinven Capital") intend to acquire indirect joint control over Lonza's Specialty Ingredients business, including its relevant subsidiaries ("LSI"). Funds managed by Bain Capital and funds managed by Cinven Capital will make the acquisition through Herens HoldCo AG ("Herens Holdco"), their newly created and jointly controlled special purpose vehicle. Post-merger, LSI will be jointly indirectly controlled by funds managed by Bain Capital and funds managed by Cinven Capital.

Description of the merging parties

2. The primary acquiring firm is Herens Holdco, a firm duly incorporated in accordance with the laws of Switzerland. Herens HoldCo is a special purpose vehicle indirectly and jointly
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controlled by Bain Capital and Cinven Capital. Bain Capital is incorporated in accordance with the laws of the state of Delaware, USA. Bain Capital is managed by a committee and is not controlled by a single firm or individual.

3. Bain Capital controls several portfolio companies, several of which are either located within South Africa or generate turnover from South Africa. Relevant for the purposes of assessing the proposed transaction, Bain Capital controls Diversey Inc, which trades as Diversey South Africa (Pty) Ltd ("Diversey SA") in South Africa.
4. Cinven Capital is incorporated in accordance with the laws of Guernsey. Cinven Capital is managed by its board of directors and is not controlled by any single firm or individual. Cinven Capital also indirectly controls several firms within South Africa. However, none of these firms are relevant for the purposes of assessing the proposed transaction.
5. Herens HoldCo, Bain Capital, Cinven Capital and the firms controlled by their affiliates will henceforth be referred to as the "Acquiring Group".
6. The primary target firm is LSI. LSI is a business division of Lonza Group AG ("Lonza Group AG"). Lonza Group AG is a public company duly incorporated in accordance with the laws of Switzerland. Lonza Group AG's shares are widely held and as such no firm or individual controls Lonza Group AG. In South Africa, LSI controls two firms in Port Shepstone. These are Arch Personal Care Products Proprietary Limited ("Arch Personal Care") and Arch Wood Protection (SA) Proprietary Limited ("Arch Wood"). LSI and its subsidiaries will henceforth be referred to as LSI or the "Target Firm".

Activities of the merging parties

7. Bain Capital and Cinven Capital are both private equity investment firms that each hold investments in a variety of sectors including information technology, healthcare, retail and consumer products, business services, and financial services. Of relevance to this merger assessment are the South African activities of Bain Capital's portfolio company, Diversey, Inc. ("Diversey"), which is present in South Africa through Diversey SA. Diversey is involved in the manufacture of end-use products such as cleaning and hygiene products.
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8. LSI globally supplies several ingredients used as inputs in the manufacture of chemicals as well as various chemical products such as those manufactured by Diversey. Globally, LSI manufactures a variety of biocidal products (biocides). Of relevance to the Commission's assessment of the proposed transaction are biocidal products for hygiene end-use, which are manufactured by LSI outside of South Africa, but supplied into South Africa by LSI. In South Africa, LSI only manufactures wood preservatives.

Overlapping markets

9. The merging parties submitted that the merger did not give rise to any horizontal overlaps between the merging parties' activities in South Africa.
10. The Commission considered the activities of the merging parties in South Africa and found that they do not supply any products or services that are likely to be considered as interchangeable by customers.
11. The merging parties also submitted that the proposed transaction gave rise to a limited vertical relationship in South Africa. In particular, the merging parties noted the Acquiring Group, through Diversey SA, procured a negligible number of biocidal products for hygiene end-uses from LSI in 2020.
12. The Commission agreed that the merger did present a vertical relationship as LSI supplies biocidal products for hygiene end-use, which, as noted above, are inputs in the manufacture of cleaning and hygiene products. Diversey is active in the manufacture of cleaning and hygiene end use products. Consequently, the Commission found that the merging parties operate at different levels of the same value chain. The Commission also noted that Diversey SA accounted for less than 5% of LSI's sales of biocidal products for hygiene end-use during the financial year 2020.

Scope of assessment and market shares

Upstream Market

13. In line with the approach by the Competition Tribunal ("Tribunal") and the European Commission ("EC"), the Commission assessed the global upstream market for the supply
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of biocidal products and, in particular, biocidal products for hygiene end-use (the “Upstream Market”). It bears specific mention that the Commission’s investigation indicates that biocides are not manufactured in South Africa. Rather, biocidal products for hygiene end-use are imported into South Africa by distributors or local subsidiaries of international manufacturers. Specifically, LSI does not manufacture biocidal products for hygiene end-use in South Africa. Given that biocidal products for hygiene end-use are not manufactured locally and are all imported, the Commission considers that a global geographic scope is appropriate for assessment purposes.

14. The Commission did not find any publicly available sources of information pertaining to participants and market shares in the Upstream Market. The Commission therefore relied on estimates from the merging parties, market participants and desktop research. The Commission found that LSI accounts for less than 20% of the Upstream Market globally. There are several local and international suppliers of biocidal products for hygiene end-use other than LSI, including global multinational competitors such as Stepan, Solvay, and Thor.

Downstream Market

15. In ***Adcock Ingram Healthcare and Plush Professional Leather Care Proprietary Limited***, the Commission and the Tribunal found that the manufacture and supply of cleaning and hygiene products constitutes a distinct relevant market for merger assessment purposes, although the precise product scope was left open. Cleaning and hygiene products were considered to include, *inter alia*, surface cleaners (which include sanitisers and disinfectants), detergents, stain removers, drain cleaners, bleach, stain removers, washing powders and liquids used for domestic, industrial, automotive, or commercial applications. As the proposed transaction is unlikely to raise concerns, the Commission did not take a definitive view, but adopted the approach set out in case precedent.
16. The Commission found that the merged entity will account for less than 20% of the national downstream market for the supply of cleaning and hygiene products. The merged entity will continue to face competition from Unilever, Ecolab, Dynachem and others.

Vertical assessment

17. Given the merged entity's low market shares and the number of alternatives in both the Upstream Market and the Downstream Market, the Commission found that the merger is unlikely to result in anticompetitive foreclosure.
18. In view of the foregoing, the Commission concludes that the proposed transaction is unlikely to lead to a substantial prevention or lessening of competition in any relevant markets.

Public interest considerations

Employment

19. The merging parties submitted that at this stage, they have not made integration plans regarding how the proposed transaction will be implemented in South Africa. For that reason, UASA subsequently filed a *CC5(1) – Notice of Intention to Participate* in the matter. UASA submitted that since the merging parties have made no definite plans regarding the implementation of the proposed transaction, the merging parties should clarify whether any job losses are anticipated and a moratorium on retrenchments should be imposed for a period of two years following the implementation of the merger.
 20. The Minister of Trade, Industry and Competition ("Minister") also issued a *CC5(1) – Minister's Notice of Intention to Participate* in the matter. In the subsequent letter, the Minister noted that the merging parties must provide an assurance that there will be no merger-specific retrenchments and that the merged entity will not close or relocate Arch Wood's KwaZulu-Natal-based manufacturing facility as a result of the proposed transaction.
 21. The Commission contacted the merging parties and shared with them UASA and the Minister's concerns. The merging parties accepted the Minister and UASA's requests and tendered that the proposed transaction may be approved on the conditions that there will be no merger-specific retrenchments in South Africa for at least 2 (two) years following its implementation. The merging parties further tendered that the Arch Wood manufacturing facility will not be closed or relocated outside of KwaZulu-Natal because of the proposed transaction, for a period of 2 (two) years following the implementation of the proposed transaction.
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Conclusion

22. Considering the above, the Commission approves the merger in terms of the Conditions contained in **Annexure A**.

ANNEXURE A
HERENS HOLDCO AG
AND
LONZA'S SPECIALTY INGREDIENTS BUSINESS, INCLUDING ITS RELEVANT
SUBSIDIARIES

CASE NUMBER: 2021APR0022

CONDITIONS

1. DEFINITIONS

1.1. The following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings –

- 1.1. **“Acquiring Firm”** means Herens HoldCo AG;
 - 1.2. **“Acquiring Group”** means the Acquiring Firm, Bain Capital and Cinven;
 - 1.3. **“Act”** means the Competition Act, No. 89 of 1998 (as amended);
 - 1.4. **“Approval Date”** means the date referred to in the Commission's merger clearance certificate (Form CC15) in respect of the Merger;
 - 1.5. **“Bain Capital”** means Bain Capital Investors L.L.C.;
 - 1.6. **“Cinven”** means Cinven Capital Management (VII) General Partner Limited;
 - 1.7. **“Commission”** means the Competition Commission of South Africa;
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- 1.8. **“Conditions”** means these conditions;
- 1.9. **“Days”** mean any calendar day other than a Saturday, a Sunday or an official public holiday in South Africa;
- 1.10. **“DTIC”** means the Department of Trade, Industry and Competition;
- 1.11. **“Implementation Date”** means the date occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
- 1.12. **“LRA”** means the Labour Relations Act, No. 66 of 1995, as amended;
- 1.13. **“Merger”** means the acquisition of control by the Acquiring Firm over the Target Firm, which constitutes an intermediate merger for the purposes of the Act;
- 1.14. **“Merged Entity”** means the entity that will result from the Merger between the Acquiring Firm and the Target Firm;
- 1.15. **“Moratorium”** means the period between the Approval Date and the Implementation Date and, thereafter, a period of 2 years from the Implementation Date;
- 1.16. **“Merging Parties”** mean the Acquiring Group and Target Firm;
- 1.17. **“South Africa”** means the Republic of South Africa;
- 1.18. **“Target Firm”** means Lonza’s Specialty Ingredients business, including its relevant subsidiaries; and
- 1.19. **“Tribunal”** means the Competition Tribunal of South Africa.

2. RECORDAL

- 2.1. On 16 April 2021, the Acquiring Firm and Target Firm notified the Merger to the Commission.
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- 2.2. The Merging Parties were not able to provide a definitive statement that the Merger would not result in any Merger-related retrenchments in South Africa. However, the Acquiring Group tendered the Conditions to address any potential concerns in this regard.
- 2.3. Further, in light of the DTIC's concern in relation to the potential impact of the Proposed Transaction on a particular industrial sector or region, while no plans have been made to close or curtail the Target Firm's factory in Port Shepstone, the Acquiring Group tendered the Conditions to address any potential concerns in this regard.

3. CONDITION TO THE APPROVAL OF THE MERGER: EMPLOYMENT

- 3.1. The Merging Parties shall not retrench any employees in South Africa as a result of the Merger, during the Moratorium period.
- 3.2. For the sake of clarity, retrenchments do not include (i) voluntary separation arrangements; or (ii) voluntary early retirement packages, (iii) unreasonable refusals to be redeployed in accordance with the provisions of the LRA; (iv) resignations or retirements in the ordinary course of business; (v) retrenchments lawfully effected for operational requirements unrelated to the Merger; (vi) terminations in the ordinary course of business, including but not limited to, dismissals as a result of misconduct or poor performance, or (vii) retrenchments at any subsidiaries of other portfolio companies of the Acquiring Group, unrelated to the Merger.

4. CONDITION TO THE APPROVAL OF THE MERGER: LOCAL MANUFACTURING

- 4.1. The Merging Parties shall not close the Target Firm's factory in Port Shepstone, KwaZulu-Natal, or relocate it outside of KwaZulu-Natal, as result of the Merger, during the Moratorium period.
 - 4.2. For the sake of clarity, the Merging Parties shall not be precluded from closing or relocating the Target Firm's factory in Port Shepstone, KwaZulu-Natal during the Moratorium period for reasons unrelated to the Merger.
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5. MONITORING OF COMPLIANCE WITH THE CONDITIONS

- 5.1. The Merging Parties shall circulate a copy of the Conditions to all their employees in South Africa and their relevant trade unions or employee representatives within 5 (five) business days of the Approval Date.
- 5.2. As proof of compliance thereof, a director of the Acquiring Firm, and the Chief Operating Officer of the Target Firm, shall each within 10 (ten) business days of circulating the Conditions, submit affidavits attesting to the circulation of the Conditions to their employees in South Africa and provide a copy of the notice that was sent to the employees, respectively.
- 5.3. The Merging Parties shall inform the Commission of the Implementation Date within 5 (five) business days of it becoming effective.
- 5.4. The Merged Entity shall, on the first and second anniversary of the Implementation Date submit a report confirming compliance with Conditions in section 3 and 4 above.
- 5.5. Each report submitted in terms of paragraph 5.4 shall be accompanied by an affidavit of a director of the Acquiring Firm confirming the accuracy of the information contained in the report and attesting to the compliance with the Conditions.
- 5.6. The Commission may, for the duration of the Conditions, request additional information on compliance with these Conditions.
- 5.7. Any employee of either of the Merging Parties who believes that the Merging Parties have not complied with or have acted in breach of these Conditions may approach the Commission.

6. APPARENT BREACH

- 6.1. Any complaint received by the Commission alleging a breach of the Conditions shall be dealt with in terms of Rule 39 of the Commission Rules read with Rule 37
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of the Tribunal Rules.

7. VARIATION

- 7.1. The Merged Entity may at any time, and on good cause shown, apply to the Commission for any of the Conditions to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the Merged Entity's application to the Commission, the Merged Entity may apply to the Tribunal for appropriate relief.

8. GENERAL

- 8.1. All correspondence in relation to these Conditions must be submitted to the following e-mail address: mergerconditions@compcom.co.za and Ministry@thedtic.gov.za.

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION**NO. 1837****4 March 2022****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****ONE & ONLY CAPE TOWN FZE****AND****ONE & ONLY CAPE TOWN HOLDINGS (RF) (PTY) LTD****CASE NUMBER: 2021APR0010**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the above-mentioned firms subject to conditions as set out below:

1. On 08 April 2021, the Competition Commission ("the Commission") received notice of an intermediate merger whereby One & Only Cape Town FZE ("OOCT FZE") intends to acquire 34.56% of the issued share capital of One & Only Cape Town Holdings (RF) (Pty) Ltd ("OOCTH") and the shareholder loan claims from the minority shareholders. Upon the implementation of the proposed transaction, OOCT FZE will exercise sole control over OOCTH as envisaged by section 12(2) of the Competition Act 89 of 1998, as amended ("Act").

The parties and their activities

2. The primary acquiring firm is OOCT FZE, a free zone company incorporated in accordance with the laws of Dubai, the United Arab Emirates. OOCT FZE and its controlling firms will be referred to as the "Acquiring Group".
 3. In South Africa, the Acquiring Group controls a number of firms including OOCTH (the Target Firm in the instant transaction). OOCT FZE does not currently control any firms.
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4. The Acquiring Group manages a broad portfolio of assets globally. One of the portfolios consists of the operation and development of hotels, resorts, lodges and residential projects on a worldwide basis.
5. The primary target firm is OOTH, a private company incorporated in accordance with the laws of South Africa. OOTH is jointly controlled by a number of shareholders.
6. OOTH directly controls One & Only Cape Town (RF) (Pty) Ltd ("OOTH"). OOTH and all the firms directly and indirectly controlled by it will hereinafter, collectively be referred to as the "Target Group".
7. The Target Group is a provider of short-term luxury hotel accommodation activities at the Resort in the Victoria & Alfred Waterfront in Cape Town ("V&A Resort"). The Resort has 131 rooms and currently holds a five-star grading.

Competition assessment

8. The Commission considered the activities of the merging parties and found that the proposed transaction does not result in a horizontal overlap. Other than the shareholding interest that the Acquiring Group holds in OOTH, it does not control any firms that provide five-star graded short-term luxury hotel accommodation that could be considered to compete with the activities of the Target Group.
 9. For the sake of completeness, the Commission notes that the Acquiring Group has an interest in the provision of alternative accommodation through its luxury lodge located in the Eastern Cape which is an explorer camp (where guests are taken on guided walking safaris of the surrounding land) and education and rehabilitation facilities.
 10. The Commission is of the view that the proposed transaction is unlikely to change the structure of the relevant market because there is no competitive overlap between the activities of the merging parties as the Acquiring Group does not have any interests in any five-star graded short-term luxury hotel accommodation, aside from its indirect interest in the primary target
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firm. Moreover, there will be no market share accretion resulting from the proposed transaction.

11. The Commission notes that there is a pre-existing vertical relationship between the Acquiring Group and OOCT. In this regard, the Commission notes that the Acquiring Group renders hotel management services and marketing services to OOCT pursuant to a hotel management agreement solely in relation to the V&A Resort. Importantly, the Acquiring Group does not provide hotel management and marketing services to any other third party or competitor of the Target Group in South Africa. As such, the Commission is of the view that the proposed transaction is unlikely to raise any vertical concerns.
12. Taken as a whole, the Commission is of the view that the proposed transaction is unlikely to substantially lessen or prevent competition in any market in South Africa.

Public Interest

Effect of the merger on employment

13. The merging parties submit that the proposed transaction will not have any negative effect on employment. The merging parties also submit that, as a result of financial difficulties arising from the Covid-19 pandemic, OOCT retrenched a number of employees in July 2020 and another during March 2021. The merging parties submit that these pre-merger retrenchments are not merger specific.

Commission's view

Impact on employment

14. The Target Group started noticing a decline in their revenues after the announcement of the Covid-19 lockdown. Internal discussions about the effect of the Covid-19 pandemic on the company and how these effects will be mitigated commenced in March 2020. Given that there was uncertainty around when the tourism sector will re-open, the Target Group did not have sufficient operating cashflow to meet the company's day-to-day obligations. Therefore, in June 2020, a retrenchment process commenced where a number of employees were laid off. The
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majority of the employees that were retrenched by OOCCT were semi-skilled and skilled, while the minority were unskilled. Subsequently, OOCCT re-employed some of the retrenched employees on a contractual basis.

15. The Commission reviewed the financial statements of OOCCT and found that they confirm that OOCCT experienced losses during 2020 and in the early part of 2021. The Commission is of the view that OOCCT appears to be in a challenging financial position. Therefore, the Commission is of the view that the retrenchments that took place between the period of 2020 and 2021 are unlikely to be merger specific.
16. The Commission notes that the merging parties provided an unequivocal statement that the proposed transaction will not result in any retrenchments. The Commission further notes that the proposed transaction does not result in a horizontal overlap and thus it is unlikely to result in potential job duplications between the employees of the Acquiring Group and the Target Group that may necessitate job losses.
17. In light of the above, the Commission is of the view that the proposed transaction is unlikely to result in any job losses.
18. Further to the above, the Commission received a notice from the Department of Trade, Industry and Competition (DTIC) wherein the DTIC requested the Commission to engage the merging parties with a view to imposing a condition that requires the merging parties to offer retrenched employees any job vacancies that arise within the merged entity for a period of 24 months after the implementation of the merger.
19. The Commission accordingly engaged the merging parties on the condition and the merging parties agreed to a condition giving the retrenched employees the right of first preference for any vacancies that arise within the merged entity for a period of 24 months.
20. The proposed transaction does not raise any other public interest concerns.

Conclusion

21. The Commission therefore approves the proposed transaction with conditions attached in **“Annexure A”**.

ANNEXURE A
ONE&ONLY CAPE TOWN FZE
AND
ONE & ONLY CAPE TOWN HOLDINGS (RF) (PTY) LTD
CASE NUMBER: 2021APR0010

CONDITIONS

1. DEFINITIONS

1.1. The following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings –

- 1.1.1. **“Acquiring Firm”** means One & Only Cape Town FZE;
 - 1.1.2. **“Act”** means the Competition Act, No. 89 of 1998 (as amended);
 - 1.1.3. **“Affected employees”** means the employees retrenched by OOCOT as a result of financial difficulties arising from the COVID-19 pandemic;
 - 1.1.4. **“Approval Date”** means the date on which the Merger is approved by the Commission and as set out in the Commission’s clearance certificate (Notice CC 15);
 - 1.1.5. **“Commission”** means the Competition Commission of South Africa;
 - 1.1.6. **“Conditions”** means the conditions set out herein;
 - 1.1.7. **“Days”** means any calendar day other than a Saturday, a Sunday or an official public holiday in South Africa;
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- 1.1.8. **“DTIC”** means Department of Trade, Industry and Competition (South Africa);
- 1.1.9. **“Implementation Date”** means date occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
- 1.1.10. **“LRA”** means the Labour Relations Act, No. 66 of 1995, as amended;
- 1.1.11. **“Merged Entity”** means OOCT FZE and OOCTH;
- 1.1.12. **“Merger”** means the acquisition by OOCT FZE of 34.56% of the issued share capital of OOCTH;
- 1.1.13. **“Merging Parties”** means OOCT FZE and OOCTH;
- 1.1.14. **“OOCT”** means One & Only Cape Town (RF) (Pty) Ltd;
- 1.1.15. **“OOCT FZE”** means One & Only Cape Town FZE;
- 1.1.16. **“OOCTH”** means One & Only Cape Town Holdings (RF) (Pty) Ltd;
- 1.1.17. **“Target Firm”** means OOCTH; and
- 1.1.18. **“Tribunal”** means the Competition Tribunal of South Africa.

2. RECORDAL

- 2.1. On 08 April 2020, the Merging Parties notified an intermediate Merger to the Commission wherein OOCT FZE intends to acquire 34.56% of the issued share capital of OOCTH. Following its investigation of the Merger, the Commission found that, as a result of financial difficulties arising from the Covid-19 pandemic, OOCT retrenched a number of employees between the period of the latter part of 2020 and early 2021. However, the Merging Parties further submitted that, OOCT has re-employed some of the retrenched employees on a
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contractual basis. In addition, the Merging Parties confirm that they do not intend to retrench any employees as a result of the proposed transaction.

2.2. In order to address the employment concerns identified by the Commission, the Merger is approved subject to these Conditions, which the Merging Parties have agreed to.

3. CONDITIONS

3.1. For a period of 24 (twenty-four) months after the Implementation Date, the Merging Parties shall give first preference to the Affected Employees for any vacancies at OOCOT, provided the Affected Employees have the requisite qualifications, skills, know-how and experience for those specific vacancies.

3.2. The Merging Parties shall use their best endeavours to communicate available vacancies at OOCOT to Affected Employees for a period of 24 (twenty-four) months after the Implementation Date.

4. MONITORING OF COMPLIANCE WITH THE CONDITIONS

4.1. The Merged Entity shall inform the Commission in writing of the Implementation Date within 5 (five) Days of it becoming effective.

4.2. The Merging Parties shall circulate a copy of the Conditions to their employees, the Affected Employees and/or their respective representatives within 5 Days of the Approval Date.

4.3. As proof of compliance thereof, the Merging Parties shall within 10 Days of circulating the Conditions, provide the Commission with an affidavit by a director employed by each of the Merging Parties attesting to the circulation of the Conditions and attach a copy of the notice sent.

4.4. The Merged Entity shall submit an affidavit within 5 Days after the anniversary of the

Implementation Date and for a period of 2 years, to the Commission and the DTIC, confirming compliance with clause 3 of the Conditions. This affidavit must be deposited to by a director of the Merged Entity.

4.5. Any employee of either of the Merging Parties who believes that the Merging Parties have not complied with or have acted in breach of the Conditions may approach the Commission.

4.6. In the event that the Commission discovers that there has been an apparent breach of these Conditions, this shall be dealt with in terms of Rule 37 of the Rules for the Conduct of Proceedings in the Competition Tribunal read together with Rule 39 of the Rules for the Conduct of Proceedings in the Competition Commission.

5. VARIATION

5.1. The Merged Entity may at any time, and on good cause shown, apply to the Commission for any of the Conditions to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the Merged Entity's application to the Commission, the Merged Entity may apply to the Tribunal for appropriate relief.

6. GENERAL

6.1. All correspondence in relation to these Conditions must be submitted to the following e-mail address: mergerconditions@compcom.co.za and Ministry@thedtic.gov.za.

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

DEPARTMENT OF HEALTH


NO. 1838

4 March 2022

HEALTH PROFESSIONS ACT, 1974 (ACT No.56 OF 1974)

REGULATIONS RELATING TO THE QUALIFICATIONS FOR THE REGISTRATION OF
DENTAL ASSISTANTS: AMENDMENT

The Minister of Health has, under section 24 of the Health Professions Act, 1974 (Act No. 56 of 1974) and on the recommendation of the Health Professions Council of South Africa, made the regulations in the schedule.



DR. M.J. PHAAHLA, MP
MINISTER OF HEALTH

DATE: 22/12/2021

SCHEDULE

Definitions

1. In these regulations any word or expression to which a meaning has been assigned in the regulations shall have that meaning, and, unless the context otherwise indicates-

“the regulations” means the regulations relating to the registration of Dental Assistants published by Government Notice No. R. 338 of 15 April 2005.

Amendment of regulation 2 of the regulations

2. Regulation 2 of the regulations is hereby amended by the addition, in sub regulation (1), of the following qualification:

**“Central University of Technology
Higher Certificate: Dental Assisting”**

High Cert Dent Assist
Central University of Technology”

Short title

3. These Regulations are called the Regulations Relating to the Qualifications for the Registration of Dental Assistants: Amendment

DEPARTMENT OF HEALTH

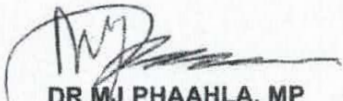
NO. 1839

4 March 2022

OCCUPATIONAL DISEASES IN MINES AND WORKS ACT, 1973 (ACT NO. 78 OF 1973): INCREASE OF PENSION BENEFITS

I, Dr MJ Phaahla, Minister of Health, hereby in terms of Section 105A of the Occupational Diseases in Mines and Works Act, 1973 (Act 78 of 1973), with the concurrence of the Minister of Finance, increase benefits which are payable from the State Account of the Compensation fund as follows:

1. Increase pension benefits by CPI of 3.2 % per pensioner beneficiary per month with effect from 1 April 2021;
2. Increase the one-sum benefit payable to the widow of the deceased pensioner from R46 022 to R47 495 with effect from 1 April 2021.



DR MJ PHAAHLA, MP
MINISTER OF HEALTH

DATE: 07/09/2021

GESONDHEID, DEPARTEMENT VAN

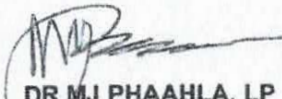
NO. 1839

4 Maart 2022

**WET OP BEDRYFSIEKTES IN MYNE EN BEDRYWE, 1973 (WET NO. 78 VAN 1973):
VERHOOGING VAN PENSIOEN VOORDELE**

Ek, Dr MJ Phaahla, Waarnemende Minister van Gesondheid, ingevolge Artikel 105A van die Wet op Bedryfsiektes in Myne en Bedrywe, 1973 (Wet 78 van 1973), met die instemming van die Minister van Finansies, verhoog hiermee die pensioen voordele wat betaalbaar is uit die Staatsrekening van die Vergoedingsfonds as volg:

1. Die pensioen per bevoordeelde pensioenaris word vanaf 1 April 2021 verhoog met VPI van 3.2% per maand;
2. Die enkelbedrag voordeel betaalbaar aan die weduwee van die afgestorwe pensioenaris word verhoog vanaf 1 April 2021 van R46 022 na R47 495.



DR MJ PHAAHLA, LP
MINISTER VAN GESONDHEID

DATUM: 07/09/2021

DEPARTMENT OF HIGHER EDUCATION AND TRAINING

NO. 1840

4 March 2022

HIGHER EDUCATION ACT, 1997 (Act No. 101 of 1997)**AMENDED INSTITUTIONAL STATUTE OF THE
UNIVERSITY OF CAPE TOWN**

I, Dr Bonginkosi Emmanuel Nzimande, Minister of Higher Education, Science and Innovation, in accordance with section 33(1) of the Higher Education Act, 1997 (Act No. 101 of 1997) hereby publish the amends to the Institutional Statute of the University of Cape Town set out in the Schedule hereto, which comes into operation on the date of publication hereof.

**Dr BE Nzimande, MP****Minister of Higher Education, Science and Innovation****Date:** 01/02/2022

AMENDMENTS TO THE STATUTE OF THE UNIVERSITY OF CAPE TOWN

The council of the University of Cape Town has made amendments to the Statute, set out in the schedule to this notice, in accordance with section 32 of the Higher Education Act 1997 (Act No. 101 of 1997) which is hereby published with the approval of the Minister of Higher Education, Science and Innovation in terms of section 33 of the said Act, and comes into operation on the date of this publication.

SCHEDULE

General explanatory note:

- [] words in bold in square brackets indicate omissions from existing enactments.
_____ Words underlined with a solid line indicate insertions in existing enactments.

1. In this schedule the expression “the Statute” means the Statute of the University of Cape Town as published under Government Gazette No. 42967, Government Notice No. 41 of 24 January 2020.

2. Substitute paragraph 16 with the following paragraph

16. Termination of membership and filling of vacancies

- (1) A member of the council vacates his or her position on the council if he or she –
- (a) resigns;
 - (b) dies;
 - (c) is absent from three consecutive ordinary meetings of the council without leave;
 - (d) is, or becomes, insolvent;
 - (e) is declared to be of unsound mind by a court of law;
 - (f) is removed from an office of trust by a court of law, or is convicted of an offence and sentenced to a term of imprisonment without the option of a fine by a court of law; or
 - (g) is otherwise disqualified in terms of the Rules.
- (1A) Members of council must participate in the deliberations of the council in the best interests of the University.
- (1B) Failure to act in the best interests of the University or behaviour that brings the University into disrepute may result in the removal from office of any member of council.
- (1C) The removal from office of a council member will be regulated by the procedures specified in council’s code of conduct contemplated in section 27(7E)(a) of the Act.
- (2) In the event of a vacancy through death or otherwise, the registrar must forthwith notify the authority or body that appointed or elected the member, requesting the authority or body to appoint or elect a successor.
- (2A) Notwithstanding the provisions of (2) above, any vacancy in the Council in respect of a member who held office in terms of paragraph 13(1)(l), 13(1)(m) or 13(1)(n) must be filled for the balance of that member’s term of office by the appointments committee.
- (3) The successor holds office for the unexpired term of office of the predecessor.
- (4) If 75 per cent or more of the members of the council resign at a meeting of the council, it is deemed that the council has resigned.
- (5) If the council resigns as contemplated in subparagraph (4), a new council must be constituted in terms of paragraphs 13 and 14, subject to sections 27(8) and (9) of the Act.

3. Substitute paragraph 40 with the following paragraph:

40. President of convocation and the Executive Committee of Convocation

- (1) There must be a president of the convocation who –
 - (a) is elected by the convocation from its members at an annual general meeting;
 - (b) holds office until the close of the second annual general meeting thereafter; and
 - (c) presides at all meetings of the convocation at which he or she is present.
- (2) If a vacancy occurs in the office of the president of the convocation, the vice-chancellor acts until the next annual general meeting which must elect a president to hold office until the close of the second annual general meeting thereafter.
- (3) There must be an executive committee of convocation
 - (a) whose terms of reference and composition are determined by the institutional rules;
 - (b) whose members are elected at the annual general meeting of the convocation; and
 - (c) whose members will hold office for a period of two years from the date of election until the close of the second annual general meeting thereafter. In the event of a vacancy in the executive committee occurring before the expiry of the term of office, the other members of the executive committee must co-opt a person to fill the vacancy for the remainder of the term of office.

DEPARTMENT OF HIGHER EDUCATION AND TRAINING

NO. 1841

4 March 2022

ALTERATION OF FORENAMES IN TERMS OF SECTION 24 OF THE BIRTHS AND DEATHS REGISTRATION ACT, 1992 (ACT NO. 51 OF 1992)

The Director-General has authorized the following persons to assume the forename printed in *italics*:

1. Joseph Fanafana Mahlalela - 680116 5312 *** - 629 Buthelezi Street, EMALAHLENI, 1039 - *Jusuf Ahmed Fanafana*
2. Shamiela Solomons - 820206 0157 *** - 18 Visagie Street, BOTHASIG, 7441 - *Chanelle*
3. Ntemi Mitchel Morgan - 930802 0831 *** - 224 B Central Street, JAGGERSFONTEIN, 9974 - *Michelle*
4. Doli Josphina Mofokeng - 940811 0451 *** - 1894 Zamani Location, MEMEL, 2970 - *Abigail*
5. Vitoria Lerato Vena - 921031 0290 *** - 6540 Phase 4, BLOEMFONTEIN, 9306 - *Victoria Lerato*
6. Sandra Rahim - 620724 0188 *** - 26 Dryvale Place, Phoenix, DURBAN, 4068 - *Ameera*
7. Bernadette Kathleen Salie - 581026 0203 *** - No 12 Erica Court, MANENBERG, 7764 - *Bahieyah*
8. Dunitse Nolin Ehlers - 651031 0211 *** - 232 7th Street, Voelklip, HERMANUS, 7200 - *Nolan*
9. Nkete Maureen Mphaga - 890513 0278 *** - Oranjevoet South, Flat 1, Prinsloo Street, PRETORIA, 0002 - *Moleshiwe Maureen*
10. Lucky Vilakazi - 000323 5608 *** - Eskom 505, Mbabane, DANNHAUSER, 3080 - *Lucky Sibusiso*
11. Karessa Jagot - 870702 0122 *** - Marburg Location, PORT SHEPSTONE, 4240 - *Aadila*
12. Sueyen Leah Arends - 850125 0048 *** - 32 Pell Street, Beacon Bay, EAST LONDON, 5601 - *Sueyen Leah*
13. Clinton Ashley Adams - 860707 5142 *** - 10 Oatland Close, Westridge, MITCHELLS PLAIN, 7785 - *Naveed*
14. Kathleen Simons - 861201 0189 *** - 48 Andrews Street, VALHALLA PARK, 7490 - *Nazeema*
15. Claudia Jacqueline Damons - 860405 0158 *** - 51 Surran Road, HANOVER PARK, 7780 - *Rantah*
16. Natasha Bernadette Adams - 760607 0118 *** - 12 Kweper Avenue, Bridgetown, ATHLONE, 7764 - *Nazley*
17. Thaveshen Moodley - 880405 5211 *** - 4 Covrdan Place, Parlock, DURBAN, 4036 - *Thaveshen Yagambaram*
18. Elmari Benigna Solomons - 751215 0196 *** - 2 St Francis Place, STRANDFONTEIN, 7798 - *Ilhaam*
19. Blanche Coetzee - 920927 0247 *** - 4-D Pecos Walk, MANENBERG, 7764 - *Bilqeas*
20. Malekhele Kgotso Julius Masoeu - 950802 5036 *** - 4544 Fourie Street, BETHLEHEM, 9701 - *Michael Kgotso*
21. Molatelo Motshoane - 010502 0164 *** - House No 9, Batavier, PHALABORWA, 1390 - *Lizzy Molatelo*
22. Andries Makgale - 710403 6101 *** - 10087 Matladi Section, SHONGOANE, 0607 - *Mmaphala Nathaniel*
23. Sanki Mmanoko Mokwena - 960604 0869 *** - House No 60a, Thakgalane No2, MOREBENG, 0810 - *Sanki Morongwa*
24. Rawada Ward - 600913 0199 *** - 19 Corrie Street, EAGLE PARK, 7941 - *Ruwaida*
25. Justine Johnson-Vermaak - 841217 0349 *** - 604 Flemmington Street, Kyalami Estate, JOHANNESBURG, 1684 - *Justine Van Sittert*
26. Shanne John Smith - 870305 5054 *** - 20 Cuckoo Crescent, GRASSY PARK, 7541 - *Saudiq*
27. Nigel Lionel Williams - 870328 5107 *** - 26 Koedoe Street, MACASSAR, 7130 - *Paula*
28. Wesley Raymond Abrahams - 850816 5100 *** - 10 Knolepark Avenue, OTTERY, 7800 - *Miqaeel*
29. Daphne Danielle Lindsay - 830113 0267 *** - 35 Melkhout Street, BONTEHEUWEL, 7764 - *Thaakirah*

30. Mzamane Kingsly Masalesa - 920610 5476 *** - 831 Hanlie Street, PRETORIA NORTH, 0183 - *Nkgobelle Tsepe Matsobane*
31. Johanna Madisebo Moleko - 770813 0575 *** - 13 5th Street, Newlands, JOHANNESBURG, 2092 - *Johanna Hope Madisebo*
32. Jan Tsohle Mphongoshe - 780203 5953 *** - 74 Cnr George & Senator Marks, VEREENIGING, 1930 - *Tsohle*
33. Sannie Mirriam Nkosi - 771205 0568 *** - 22087 Kotobe Street, KWA-THEMA, 1575 - *Sinothile Mirriam*
34. Chad Andile Ntabeni - 610412 5773 *** - 73 Mary Street, Meedale, JOHANNESBURG, - *Isa Andile*
35. David Mpedi - 621019 5609 *** - 84 Constantina Village, 26 Papler Street, Lindhaven, ROODEPOORT, 1724 - *David Mosiuoa*
36. Monde Judy Mbuyane - 820418 0585 *** - 119 Block X, Mabopane, PRETORIA, 0190 - *Nomonde Amelia Judy*
37. Lesego Siteo - 851201 0494 *** - 9453 Block C, Portion 9, HAMMANSKRAAL, 0400 - *Lesego Xiluva*
38. Easton Ivin Baloyi - 861228 5734 *** - 5176 Extention 12, TEMBISA, 1632 - *Nyiko Irvin*
39. Vuyani Nkuntsula - 821129 5578 *** - 32 Dutoit Street, Glenharvie, WESTONARIA, 1779 - *Vuyani Tilbeth*
40. Robert Henri Van Anraad - 930309 5039 *** - 7 Hazlitt Road, ORKNEY, 2619 - *Kianorum Daneal*
41. Matlakala Selinah Mothibi - 920326 0758 *** - 1613 Extention 3, Blydeville, LICHTENBURG, 2740 - *Solofelang*
42. Patrini Govender - 931107 0245 *** - Dean Place, EAST LONDON, 5247 - *Petrini Saskia*
43. Babalwa Dastile - 851204 0496 *** - 24153 Qhekeka Street, Zwide, PORT ELIZABETH, 6201 - *Babalwa Alluta*
44. Maphehle Victor Machacha - 820812 5981 *** - 32979 Thadi Street, MAMELODI EAST, 0122 - *Morakiwa Victor*
45. Raisibe Annah Sefoka - 830123 0413 *** - 181 Tswaing Village, MASEMOLA, 1060 - *Lekome Promise*
46. Rhulani Amson Mathonsi - 860204 5537 *** - 29 Midway Street, Klipriviersoog, SOWETO, 1811 - *Msimeki*
47. Angelique Samantha Kahn - 930630 0338 *** - 11 Sekono Street, 4th Avenue, KENSINGTON, 7405 - *Aasiyah*
48. Pogishi Samuel Mohlala - 841002 5744 *** - Kotsiri Village, SCHONOORD, 1124 - *Legasa Samuel*
49. Mahlatse Regina Letsoalo - 880809 0564 *** - 142 Thabo Mbeki Street, Fauna Park, POLOKWANE, 0699 - *Mahludi Regina*
50. Nonkosi Funda - 940902 0752 *** - Qolweni A/A, COFIMVABA, 5380 - *Nonkosi Lindokuhle*
51. Ruth Mmadi Mankge - 911222 0862 *** - Stand No 50570, Block E New Stand, GLEN COWIE, 1061 - *Manamanyane Ruth*
52. Lebogang Gift Mamabolo - 930619 5065 *** - 85-13th Avenue, ALEXANDRA, 2090 - *Atile Logan*
53. Jonas Kleinbooi Kgapo - 881122 5641 *** - Stand No 46, Sebora, MASHASHANE, 0743 - *Lesiba Kleinbooi*
54. Nokuthula Makhetha - 760818 0655 *** - Bomvini, LUSIKISIKI, 4820 - *Nokuthunywa*
55. Molly Mmaseipei Sekete - 660420 0817 *** - 11374 Extention 11, Sunrise Park, RUSTENBURG, 0300 - *Heiress Chloe*
56. Jan Mogomotsi Mogale - 910908 5530 *** - 579 Block L, Soshanguve, PRETORIA, 0152 - *Mogomotsi*
57. Farlin Samuels - 920507 5199 *** - 26 Magaliesberg Street, Mitchells Plain, TAFELSIG, 7798 - *Fawaaz*
58. Thami Patricia Tebeka - 931217 0237 *** - 15 Tshwene Street, Vergenoeg, KIMBERLEY, 8301 - *Thami*
59. Thulani Sithole - 001103 5292 *** - Nkomokazini, LOSKOP, 3330 - *Thulani Thamsanqa*
60. Sinenhlanhla Balindile Ngcobo - 960724 0393 *** - J 1144, UMLAZI, 4066 - *Andile Slindokuhle*

61. Sinenhlanhla Portia Nomkhosi Makhathini - 980219 0227 *** - 21618 Mzwakhe Nene Circle, UMLAZI, 4066 - *Nondiphiwe Nkosazane Portia*
62. Alfred Tebogo Mothami - 860320 5667 *** - 27 Potche Street, Burgershoop, KRUGERSDORP, 1739 - *Tebogo Tshiamo*
63. Faridibah Ebrahim Hoosen - 930211 0265 *** - 479 Brickfield Road, Flat 109 Bricksands, OVERPORT, 4091 - *Farah*
64. Mashianyane Dikeledi Matlawa - 780125 0540 *** - 97 Tsimanyane, MARBLEHALL, 0453 - *Dikeledi Victoria Kanyane*
65. Rose Mogaetsi Mothapo - 000724 0170 *** - Ga-Mothapo, Lehlabile 821, POLOKWANE, 0734 - *Rose Mogaetsi*
66. Moshimane Johannes Seanego - 520425 5299 *** - Montz, BOCHUM, 0790 - *Maduku Ketetji*
67. Lekobo Joseph Mohlala - 600501 5468 *** - Ga-Moloi, NEBO, 1051 - *Lekoba Joseph*
68. Grace Ntebaleng Mfati - 820801 0817 *** - 2329 Block C, NEW EERSTERUS, 0400 - *Ntebaleng Mmamadise*
69. Ntebaleng Thelma Mashaba - 830517 0498 *** - 618 Redibone Street, Block Gg, SOSHANGUVE, 0152 - *Ntebaleng*
70. Livhuwani Matodzi - 880909 1570 *** - 14 Canite Street, CARLETONVILLE, 2499 - *Daniel Benjamin*
71. Nthabiseng Precious Makola - 981009 0554 *** - 53 Masupye Street, ATTERIDGEVILLE, 0008 - *Nthabiseng Precious Mcobile*
72. Hlupeka Josephina Mahlangu - 630114 0509 *** - Stand No 493, Weltevrede, SIYABUSWA, 0472 - *Josephina*
73. Refilwe Kgomo - 990608 0817 *** - 20 Nkoro Street, Moteong Section, TEMBISA, 1632 - *Refilwe Fiona*
74. Endrew Lolo Nkosi - 010514 5398 *** - Stand No E76, Esandleni, DUNDONALD, 2336 - *Thami Andrew*
75. Phahle Cyrian Mahlatsi - 820913 1264 *** - Ga Nkoana, SEKHUKHUNE, 0739 - *Cyrian Mohube*
76. Vivian Edward Edson - 881111 5178 *** - 6 Aster Avenue, GREYTON, 7233 - *Ismail*
77. Bettie Conradie - 681208 0181 *** - 10 Mossie Street, WELLINGTON, 7655 - *Hope Faith*
78. Tracy Leah Ward - 700608 0237 *** - 4 Grosvenor Villas, 3rd Avenue, Summerstrand, PORT ELIZABETH, 6001 - *Tracey*
79. Nigel Isaacs - 700528 5209 *** - 26 Bower Road, WYNBERG, 7800 - *Nashief*
80. Shaun Solomons - 710521 5191 *** - 45 Matroosberg, BLACKHEATH, 7100 - *Shaan*
81. Auckland Losper - 660911 5210 *** - 451 Sysie Street, PAARL EAST, 7646 - *Auckland Rodwell*
82. Washeema Johnson - 691025 0198 *** - 42a Silverstream Road, MANENBERG, 7764 - *Gaynor*
83. Itumeleng Matsepa - 980907 0708 *** - Stand 7376, MMAMETLHAKE, 0432 - *Johanna Mathebe Itumeleng*
84. Siviwe Cekiso - 900502 5624 *** - 9651 Mandela Street, Zwelihle, HERMANUS, 7200 - *Siviwe Meshack*
85. Pogiso Patrick Rabeng - 861215 5667 *** - 71359 Rakgolo Section, Bodibe, ITSOSENG, 2744 - *Kagiso Patrick*
86. Yasmin Deschamps - 730726 0125 *** - 40a Zimdahl Street, Gelvandale, PORT ELIZABETH, 6020 - *Jessica*
87. Bramwill Wyngaard - 730509 5136 *** - 66 Agapanthos Street, Lentegeur, MITCHELLS PLAIN, 7785 - *Baseer*
88. Revia Petersen - 710830 0128 *** - 11 Piccadilly Crescent, Hyde Park, MITCHELLS PLAIN, 7785 - *Rukayah*
89. Ashkin Allen Michael Lawrence - 700221 5175 *** - 77 Winterberg Road, HEIDEVELD, 7764 - *Ashraf*
90. Marc Alan Craige Davidson - 740910 5294 *** - 3 Reebokfontein, GROOTBRAK RIVIER, 6525 - *Marc Alan Craig*
91. Marie Duda - 740717 0264 *** - 19 Tiervis Avenue, Heidedal, BLOEMFONTEIN, 9306 - *Mathapelo Marie*
92. Chriszelvin Edward Jacobs - 720416 5178 *** - 12 Rooshof, LAVENDER HILL, 7945 - *Ridhaa*

93. Getruida Salter - 670422 0126 *** - 76 Hoof Street, DE AAR, 7000 - *Getruida Gwendolene*
94. Lawrence Jacobs - 731130 5292 *** - 28 Bryttenbach Street, EERSTERIVER, 7646 - *Ayanda Lawrence*
95. Moegamat Rushdien Rogers - 651014 5204 *** - 5c Willow Walk, Parkwood Estate, CAPE TOWN, 7941 - *Randall Mark*
96. Stephen George Colborne - 650820 5010 *** - 101 Willowvale Road, Blaircowrie, RANDBURG, 2194 - *Stevie Georgia*
97. Brian Colin Williams - 641124 5110 *** - 33 Hermatige Street, Groendal, FRANSCHHOEK, 7690 - *Baariq*
98. Anna Catharina Magdalena Van Anraad - 640306 0009 *** - 7 Hazlitt Road, ORKNEY, 2619 - *Rae Summer Jade*
99. Neproce Ntsiba - 010503 0610 *** - 18903 Extention 9, Soshanguve South, PRETORIA, 0152 - *Taylor Neproce*
100. Boitumelo Tsufu - 020722 0419 *** - Ms B A Tsufu, 54 Huntley Street, WESTONARIA, 1779 - *Boitumelo Azania*
101. Phumzile Innocentia Hadebe - 021227 1371 *** - Ebhadeni Area, EDUMBE, 3180 - *Londiwe Prisca*
102. Solezwe Senzo Cele - 020722 5824 *** - Himeville Location, UNDERBERG, 3257 - *Senzo Bandile*
103. Lettia Maryjane Lakaje - 960816 1085 *** - 08 Mondeor Village, Columbine Avenue, MONDEOR, 2091 - *Lettia Maryjane Tutu*
104. Thato Joseph Gaffane - 980707 6292 *** - 302 Nobody Viilage, THAKGALANG, 0726 - *Thato*
105. Thandeka Msomu - 010712 1165 *** - 27 Northrand Road, KEMPTON PARK, 1619 - *Pearl Thandeka*
106. Liliana Beatriz Carter - 550220 0184 *** - 504 Citadel, 4 Birmingham Road, CAPE TOWN, 7700 - *Liliana*
107. Kegomoditswe Melokwe - 850218 0800 *** - G49 Kagung, KURUMAN, 8160 - *Didintle Kegomoditswe*
108. Nicoshini Haniff - 950817 0114 *** - 26 Newgreen Close, PHOENIX, 4068 - *Naseera*
109. Bjanyana Sipho Matemotja - 850226 6090 *** - 843 Mmotoaneng, GARAKGOADI, 1068 - *Sipho Motladi*
110. Mabitso Selina Stacy-Lou Molefe - 890622 0633 *** - 272 Block R, SOSHANGUVE, 0152 - *Stacy-Lou Basetsana*
111. Lindelani Zondi - 980712 5506 *** - Zondi Road, Elandskop, PIETERMARITZBURG, 3201 - *Balotha Lindelani*
112. Seetsa Sekwaila - 991221 0236 *** - 301 Pascoe Avenue, KEMPTON PARK, 1619 - *Seetsa Lesedi*
113. Boinelo Granny Gopane - 000120 0557 *** - 15035 Caswell Juqula, Extention 11, Kagiso, KRUGERSDORP, 1754 - *Boinelo*
114. Nontobeko Precious Mkhwanazi - 001216 0901 *** - Upper Makhuzeni Location, IMPENDLE, 3227 - *Nontobeko Precious*
115. Dempora Khephe - 970908 0784 *** - 30 Apollo Street, Somerset Heights, EERSTERIVER, 7100 - *Dimpo*
116. Craig Sidney De Jager - 970525 5108 *** - 28503 Tulip Way, Delft, CAPE TOWN, 7100 - *Qaasiem*
117. Putseletso Josephine Malise - 910601 0176 *** - 59504 Glen Derris Street, Kuyasa, KHAYELITSHA, 7784 - *Puseletso*
118. Tininya Cume - 011205 0175 *** - 1255 N Section, Thembelihle, LENASIA, 1820 - *Michelle Tininya*
119. Kevin Roderick Korkee - 600210 5094 *** - 18 Priestly Street, Pentel, BELHAR, 7493 - *Qasim*
120. Molefe Nathaniel Kosie - 800316 5494 *** - 15 Chloe Avenue, Bedworth Park, VEREENIGING, 9762 - *Molefe Nett Ntsika*
121. Modiehi Talkous - 930103 1015 *** - 5511 Tshongweni Section, KATLEHONG, 1431 - *Mel*
122. Mmakhuu Elizabeth Magopa - 980320 0084 *** - 8501 Sunvalley, MABOPANE, 0190 - *Motlatsi Kutlwelo Elizabeth*

123. Leshasha Lebogang Mashabelo - 871203 0575 *** - 20186 Vergelegen C, JANE FURSE, 1085 - *Mohlorimeng Lebogang*
124. Dikeledi Jane Nkuna - 750306 0486 *** - House No 419, KGAPANE, 0838 - *Jane Ditaba*
125. Beauty Raisibe Njemla - 870801 0265 *** - 2004 Shikudu Street, DAVEYTON, 1520 - *Beauty Asakhe Raisibe*
126. Olinda Teasi Makgatho - 881026 0286 *** - 12711 Ivory Park, MIDRAND, 1685 - *Betty Olinda*
127. Relebogile Njabulo Nkuna - 010124 0342 *** - 26861 Extension 8, Corner Mbuyane Crescent, MAMELODI EAST, 0122 - *Relebogile Nonjabulo*
128. Sagaren Subramani Munusamy - 830511 5050 *** - 21 Eugene Street, Helderkruijn, ROODEPOORT, 1724 - *Ashley Sagren*
129. Meagan Sumsodien - 831106 0035 *** - 86 Lobela Street, Lentegeur, MITCHELLS PLAIN, 7785 - *Bilqees*
130. Keruin Ryan Moodaley - 830316 5100 *** - 10 Coode Street, Malabar, PORT ELIZABETH, 6020 - *Kervin Ryan*
131. Urvasha Singh - 831207 0215 *** - 3 Dudley Road, WOODSIDE, 3629 - *Nikita Urvasha*
132. Heather Rainers - 800522 0205 *** - 30 Hoop Street, UPINGTON, 8801 - *Heather Natasha*
133. Simon Bezuidenhout - 800817 5244 *** - 18 Hoof Street, Lanquedock, STELLENBOSCH, 7680 - *Anthony*
134. Sikumbuzo Kolisile - 000712 5880 *** - 1 The Green Street, Robin Park, RANDFONTEIN, 1759 - *Sikhumbuzo*
135. Arhaf Moodley - 810111 5146 *** - 62 Topham Road, Havenside, CHATSWORTH, 4092 - *Joshua Ethan*
136. Benzani Samson Sikhunana - 590304 5944 *** - Makalaleng, STERKSPRUIT, 9762 - *Solomon*
137. Maggy Sacopa Moatlhodi - 911230 0666 *** - Lehurutshe, KHUNWANA, 2748 - *Maggy*
138. Nocolo Chabangu - 021028 1288 *** - Stand No B5420, Block B, JOE SLOVO, 1346 - *Nocolo Jessica*
139. Hellen Nomfundo Magagula - 020522 1159 *** - Stand No 010725, MSOGWABA, 1215 - *Khuselo Nomfundo*
140. Mmadichaba Rebecca Molokwane - 880719 0488 *** - Hn 306, Ramolokwane Section, PELLA VILLAGE, 2890 - *Diile Mmadichaba Rebecca*
141. Anna Lekoma - 860517 0494 *** - 5204 Kgololosego Street, POTCHEFSTROOM, 2531 - *Lemogang Anna*
142. Pekinini William Mokwa - 970414 6079 *** - 1823 Block P, SOSHANGUVE, 0152 - *Wizzy William*
143. Samantha-Lee Hare - 950103 0089 *** - 16e Surwood Walk, HANOVER, 7780 - *Sumairah*
144. Thuliswa Veronica Tobo - 980508 0452 *** - 38 Ixia Street, Montclair, MITCHELLS PLAIN, 7785 - *Thuliswa*
145. Nokhanyo Lutshaba - 810129 0806 *** - 190 Zone 2, ZWELITSHA, 5608 - *Nokhanyo Ntombkhanyo*
146. Freddie Manamela - 670415 5468 *** - 6 Withoek Place, The Reeds, CENTURION, 0158 - *Freddie Dimakatso*
147. Matlhomoleng Hendrick Raophala - 650820 5344 *** - 2152 Stadium Street, LENYENYE, 0850 - *Hendrick*
148. Andrew Motaung - 600603 5709 *** - 234 Malatsi Street, Moletsane, SOWETO, 1868 - *Andrew Tiger Mokojo*
149. Kornels Mphase Gaaje - 751110 5477 *** - 1951 Extension 3, Kokosi Location, FOCHVILLE, 2515 - *Cornelius Mphasi*
150. Karabo Mokganyetsi Maisela - 750602 0506 *** - 22 Khoza Street, ATTERIDGEVILLE, 0008 - *Matlale Valentia*
151. Samuel Mpho Lethoba - 740106 6015 *** - 5024 Zone 12, SEBOKENG, 1983 - *Mpho*
152. Joseph Leputing - 690128 5533 *** - 54 Beatrix Street, CARLETONVILLE, 2499 - *Joseph Maleho*
153. Luyanda Elephant - 850801 5537 *** - Katlehong, MOUNT FLETCHER, 4770 - *Luyanda Nkazimlo*
154. Simango Jacob Masinga - 860527 5554 *** - Stand No 431, BOSFONTEIN, 1335 - *Simango Jacob Jackie*

155. Fahmeedah Davids - 870228 0172 *** - E49 Conradie Street, Mountain View, PAARL, 7646 - *Valencia*
156. Rampelege Yvonne Nkogatse - 860214 0796 *** - Mogaladi Village, NEBO, 1059 - *Maledimo Yvonne*
157. Zanoluhle Siphesihle Yekwayo - 991014 0838 *** - 16 James Cook Street, VANDERBIJLPARK, 1911 - *Lusa Zanoluhle Siphesihle*
158. Arthur Lee Le Roux - 991222 6458 *** - 77 Glenalpine Road, Welcome Glen, CAPE TOWN, 7975 - *Arthur Perigrine*
159. Patricia Swarts - 630315 0176 *** - 21 Murton Road, RYLANDS, 7824 - *Jamilah*
160. Buelah Lynnette Van Wyk - 630401 0181 *** - 1 Herman Street, Lande, BEAUFORT WEST, 6970 - *Beulah Lynnette*
161. Clive Desmond Rainers - 631124 5213 *** - 4 Vulcan Gardens Square, Old Woodlands, MITCHELLS PLAIN, 7785 - *Kashief*
162. Desmond John Laing - 631215 5159 *** - C25 Brandvlei Street, Groenvallei, BELLVILLE, 7530 - *Muhammad Dawood*
163. Chanel Amber-Lee Keeley - 640922 0089 *** - 48 Chester Road, BRYANSTON, 2021 - *Chanel*
164. Naomi Van Wyk - 620518 0099 *** - 2 15th Avenue, Schaapkraal, OTTERY, 7941 - *Naeema*
165. Nonyameko Ngambu - 990626 0989 *** - Sdwadweni A/A, TSOLO, 5170 - *Nonyameko Aviwe*
166. Michael Beprayed Khumalo - 980225 6171 *** - 1039 Machadadorp, MPUMALANGA, 1170 - *Bepraised Michael*
167. David Malcolm Josef Pretorius - 990709 5085 *** - 19 St Andrews Road, Rondebosch, CAPE TOWN, 7700 - *Rebecca Marion Jessica*
168. Anele Mdingi - 891227 6107 *** - 6 Goods Road, BRAKPAN, 1541 - *Anele Thami*
169. Lee Anne Estlene Jackson - 821105 0088 *** - 14c Pongola Street, Groenvallei, BELLVILLE, 7530 - *Lameez*
170. Sande Candlovu - 010808 6291 *** - Kwandela A/A, BIZANA, 4800 - *Sande Sanele*
171. Ronny Mogale Maepa - 020823 5431 *** - Seleteng, MPHAHLELE, 0736 - *Makgahlele Elias*
172. Annifa Mahimbali Maphalala - 020219 1000 *** - 26 Irving Steyn, Southcrest, ALBERTON, 1449 - *Annifa Blessing Mbali*
173. Tshiamo Khensani Mogadime - 030414 0385 *** - 7316/101 Block Vv, Extention 4, SOSHANGUVE, 0152 - *Tatiana Tshiamo*
174. Tapose Phillip Molokoane - 010531 5813 *** - 606 Extension 2, MARITIME, 0300 - *Omphile Phillip*
175. Ngwanamakhutsi Stevy Mogale - 610411 0807 *** - Stand No 313, MAHLOMELONG, 0890 - *Mamokone Abitha*
176. Mogofane Esther Makwela - 930410 1326 *** - C1922 Nigeria Street, Extention 6, COSMO CITY, 0720 - *Portia Mogofane*
177. Monde Yeza - 021221 6220 *** - Ntshiqo A/A, TSOLO, 5170 - *Monde Brian*
178. Ntombizodwa Hadebe - 020416 0844 *** - 52 Bedford Avenue, BELLAIR, 4094 - *Phiwokuhle Ntandokazi*
179. Innocent Ngqakotye - 000223 6123 *** - 21692 Government Street, MFULENI, 7100 - *Aphiwe Innocent*
180. Sebedu Tebogo Makuwa - 830606 1252 *** - 70 Fair Child Street, Impala Park, BOKSBURG, 1459 - *Tebogo Mabotswane*
181. Denzil Ian Van Diemel - 751103 5195 *** - 25 Sakriver Street, Leiden, DELFT, 7100 - *Moegammad Shakeer*
182. Mokgapho Calvin Monaga - 001230 5262 *** - 626 Rammetloana Village, POLOKWANE, 0710 - *Calvin*
183. Mpho Phuti Lekganyane - 830719 0474 *** - 71 Sherwood Place, Thornville Village, Bendor, POLOKWANE, 0699 - *Mpho Ketetji*

184. Nhlanhla Mhlongo - 920811 5920 *** - 06 Mckaya Street, Saulsville, PRETORIA, 0125 - *Nhlanhla Brian*
185. Ramasedi Koos Mabogoane - 690814 5566 *** - 918 Elandsdoorn, DENNILTON, 1030 - *Ramasedi Koos Tshukudu*
186. Mikson Mphetwane Senong - 810802 5784 *** - 10096 Motel Street, Apelcross, MASEMOLA, 1060 - *Mankete Mikson*
187. Beulah Bernadette Nickels - 930702 0310 *** - 8 Nautilus Road, Bayview, STRANDFONTEIN, 7798 - *Beulah Yoko Bernadette*
188. Moneri Charles Modjadji - 990714 5735 *** - 598 Zone 8, SESHEGO, 0742 - *Joseph*
189. Nyedwane Melidah Mathole - 890909 0925 *** - Stand No 1790, Paledi Village, Ga Thoka, GA MOTHAPO, 0727 - *Mabale Jerridah*
190. Sonile Zitha - 880305 0605 *** - Stand 442, DAANTJIE, 1216 - *Sonile Nomcebo*
191. Ngwanamaru Collin Ramphisa - 941204 5954 *** - 3604 Nellpuis Street, MAMELODI, 0122 - *Sekodumoto Collins*
192. Angeline Tuelo Modisaotsile - 980310 1433 *** - 1513 New Stand, JAN KEMPDORP, 8550 - *Angeline Dimakatso*
193. Berbeto Tshangase - 941217 6167 *** - 2781 20th Street, Extention 13, LESLIE, 2265 - *Scarlett Bethwell*
194. Otladisa Shadrack Tsolwane - 870728 5853 *** - House No 2751, Thagas, HARTWATER, 8570 - *Ganyani Vladimir*
195. Helene Gemma Schuhbauer - 000613 0822 *** - 17 Moselle Road, ST JAMES, 7945 - *Alfie Berne*
196. Thulani Ntoni - 011013 1092 *** - 1505 Myezani Street, GREENFIELD, 1458 - *Thulisile*
197. Motlalepule Makolomakwa - 020209 0951 *** - Mathonyane, MAHIKENG, 2745 - *Motlalepule Keamogetse*
198. Mathibedi Joel Sello - 020408 5778 *** - 11309 Signal Hill, MAHIKENG, 2745 - *Rorisang Joel Mathibedi*
199. Asvela Mashiyi - 020821 5845 *** - Mfundisweni A/A, FLAGSTAFF, 4810 - *Asavela*
200. Chuene Wilson Moshiga - 880722 5736 *** - 882 Machoane, MOLETJIE, 0742 - *Mpho Wilson*
201. Keamogetswe Magakwe - 031029 5781 *** - 7108 Section U, Ff Riberio Street, MAMELODI, 0122 - *Sebitso Keamogetswe*
202. Boikepi Annie Mokgalo - 781104 0773 *** - 6 Oribi Street, LIME ACRES, 8410 - *Elizabeth*
203. Phakela Ishmael Mofokeng - 940917 6129 *** - 5 D7 Malheb Street, Cw4, VANDERBIJLPARK, 1900 - *Vigo Ishmael Phakela*
204. Katleho Refiloe Mofokeng - 021009 0260 *** - 18 Vanguard Street, EDENBURG, 1458 - *Danielle*
205. Witness Mahlangu - 021218 1182 *** - 936 Extention 2, EMBALENHLE, 2285 - *Witnett*
206. Mthokozisi Happy Matshia - 030807 5944 *** - 1121 Kwa-Phahla, SIYABUSWA, 0458 - *Mthokozisi Palmerjunior*
207. Bukiwe Zibi - 021005 0759 *** - Gxara A/A, CENTANE, 4980 - *Athandile*
208. Ntshwanye Tumelo Makgwale - 021011 5818 *** - Mohwelere, MARISHANE, 1064 - *Ntsekane Tumelo*
209. Lusanele Nolutshengane - 021026 0576 *** - 15 Nyathi Crescent, North Crest, MTHATHA, 5600 - *Lusanele*
210. Wesaal Alexander - 760503 0068 *** - 22 Winterstroom, KUILSRIVER, 7580 - *Mechell Phillipine*
211. Carmen Petersen - 710119 0292 *** - 24 Starling Road, New Horizon, PELICAN PARK, 7941 - *Camiellah*
212. Thato Kgalefo Morena - 030307 5181 *** - 10 Darter Street, Crystal Park, BENONI, 1501 - *Thato Nalamotse*
213. Nkosikhona Lastborn Msweli - 851105 5529 *** - 7 Fairgreen Circle, Greenbury, PHOENIX, 4068 - *Nkosikhona Magcina*
214. Peace I I Sibanyoni - 000515 6152 *** - 14a Katdoring Place, Thatchfield Manor, The Reeds, CENTURION, 0157 - *Peace*

215. Yonela Ernest Libala - 020708 5271 *** - 8 Lizabrahams Street, PAARL, 7646 - *Yamkela*
216. Aletta Elizabeth Coetzee - 760313 0001 *** - 14 Voortrekker Street, LEEUDORINGSTAD, 2640 - *Isobel*
217. Elias Rantau Jnr Laka - 040206 5836 *** - 1162 Inkonjane Street, Po Rethabile, MAMELODI GARDENS, 0122 - *Elias Sello Junior*
218. Mamodise Anna Morobe - 760602 0640 *** - 11794 Motsoseng Village, MAHIKENG, 2749 - *Mamodise Mampho*
219. Arnold Mazibu - 731014 5262 *** - 3 Goodwill Road, Mannors, PINETOWN, 3610 - *Arnold Sicelo*
220. Ntsatsi Alphonsina Dinga-Mokushane - 740511 0381 *** - 2579 Melk Street, Bochabela, BLOEMFONTEIN, 9323 - *Ntsatsi*
221. Leketle Grenny Moshoeshe - 741121 0373 *** - Stand No 613, Mohlalaotoane, RAKGOADI, 1068 - *Ngwanamatale Grenny*
222. Nokunzima Eunice Tiki - 651216 0956 *** - Kwanethi A/A, MATATIEL, 4780 - *Nokuzola*
223. Nkgomeleng Dolly Makola - 661220 0741 *** - 34 Holmer Street, Section U, MAMELODI EAST, 0122 - *Maria Dolly*
224. Thinandavha Addmore Makgado - 000821 6226 *** - 2617 Matswale, Phase 6, MUSINA, 0900 - *Thinandavha Austin*
225. Ntshahla Tambo - 021110 0077 *** - 6 Lea Road, Capri News, LAKESIDE, 7945 - *Ayakha Ntshahla*
226. Sinqobile Mantho Masilela - 030822 1131 *** - 1365 Cowvillage, BETHAL, 2310 - *Ziziphozenkosi Sinqobile Mantho*
227. S'Mangaliso Abell Mposula - 010720 6092 *** - Dicks Halt, OSIZWENI, 2052 - *Smangaliso Abell*
228. Piipii Mphafudi - 020519 6078 *** - Tooseng, GA MPHAHLELE, 0736 - *Mpho Piipii*
229. Bayanda Sibutha - 020204 6393 *** - V 1511 Slindile Nzama Road, UMLAZI, 4031 - *Bayanda Jayden*
230. Mpumelelo Zondi Mahlangu - 010807 1012 *** - 6036 Section B, Ekangala, BRONKHORTSPRUIT, 1021 - *Mpumelelo Thandeka*
231. Tyra Bulder - 020426 0122 *** - 51 Muirfield Crescent, CAPE TOWN, 7441 - *Tyra Louise*
232. Molefi Albert Mapela - 660826 5340 *** - 4916 Small Farm, EVATON, 1984 - *Lorato*
233. Mojalefa Moses Diphoko - 680607 5940 *** - 333 Sekhukhune Street, Mapetla, PO CHIAWELO, 1818 - *Mojalefa James*
234. Tambo Mndambo - 031018 6005 *** - 52 Angus Way, Westridge, CAPE TOWN, 7785 - *Muzammil*
235. Nakedi Sebipi Raphadu - 021220 0792 *** - 188 Lindeboom Street, THE ORCHARDS, 0182 - *Naledi*
236. José Massangaie - 020815 5280 *** - 72 8th Street, Larochelli, JOHANNESBURG, 2190 - *Nelson*
237. Luvo Ntshangase - 001023 6169 *** - Madakeni Location, UMZIMKHULU, 3297 - *Luvo Azile*
238. Ambrose Majabothata - 020720 5529 *** - 5546 Sandspruit Street, Extension 6, LUFHERENG, 1819 - *Abby*
239. Tasha Siyandi - 020506 0244 *** - 39 Swart Street, Randpark Ridge, JOHANNESBURG, 2619 - *Emma Natasha*
240. Matshele Priscilla Malefane - 960908 1292 *** - 317 Zone 2, FICKSBURG, 9730 - *Boitumelo Priscilla*
241. Millicent Selekale - 740225 0557 *** - 27 Hilltop, Gate 4, Heuwilsig, CENTURION, 0157 - *Mangoako Millicent*
242. Nontutuzelo Gosa - 801216 1220 *** - 17121 Extension 22, SONDELA S/CAMP, 0300 - *Nontutuzelo Brightness*
243. Gilbert Mdashi - 010615 5943 *** - Nyokana A/A, WILLOWVALE, 5040 - *Gilbert Masibulele*
244. S'nomusa Jama - 990612 5971 *** - Edazini Location, UNDERBERG, 3257 - *Themba*
245. Mashilo Goodness Mogajana - 020903 6167 *** - 10140 Glencowie, NEBO, 1059 - *Jake Phillip Goodness*

246. Sarah Martin - 680307 0144 *** - 21 Mortimer Crescent, Extention 12, ATLANTIS, 7349 - *Sally Sarah*
247. Koketso Charmaine Senoamadi - 020418 0051 *** - Erf No 20352, Ext 29, Bofa Avenue, POLOKWANE, 0699 - *Mologadi Flora*
248. Bongani Mathabi - 021224 6166 *** - Stand No 224, Westphawa, BOCHUM, 0790 - *Tshivhidzo Arthur*
249. Nomaisrael Silinga - 000706 1277 *** - Stand No Ch 128, Ivory Park, Ext 12, MIDRAND, 1689 - *Amahle*
250. Rathabile Phori - 000525 1240 *** - Mehloolaneng Location, MATATIELE, 4730 - *Rethabile Nthatile*
251. Ntombenhle Ngcobo - 010404 1089 *** - Ms N N Ngcobo, No 060267, Mphephetha Area, DURBAN, 4310 - *Ntombenhle Ntokozo*
252. Pollen Molefe Ramphisa - 940728 5945 *** - Stand No P 1330, Changing Spot, SOSHANGUVE, 0152 - *Tshepo Molefe*
253. Dibuseng Gloria Letsika - 850510 0625 *** - No 615, Esiphetweni Section, TEMBISA, 1632 - *Libuseng Gloria Lawley*
254. Lerato Nompilo Tunzi - 850920 0478 *** - No 11326, Ext Egoli Street, Sunrise Park, RUSTENBURG, 0299 - *Cathrine Lerato*
255. Asanda Sbusiso Malinga Msane - 000305 5056 *** - No 2, Aloe Loop, Velden Vlei, RICHARDS BAY, 3900 - *Asanda Sbusiso*
256. Thobeka Sizakele Ngcamu - 910510 1074 *** - No J 213, UMLAZI, 4031 - *Thobeka Brightness*
257. Judy Ann Du Preez - 930402 0098 *** - No 8, Balfour Street, South End, PORT ELIZABETH, 6001 - *Judy Ann Cizek*
258. Sithembele Jiya - 860830 5363 *** - No 14517, Albany, Meloding, VIRGINIA, 9430 - *Sithembele Jimmy*
259. Mogammed Edwards - 910521 5393 *** - No 15, Cameron Street, CRAWFORD, 7704 - *Mohammed Ibn Zubair*
260. Caswel Mxolisi Sibiya - 840915 5937 *** - Stand No 2316, Khumbula Trust, Kabokweni, NGODINI, 1245 - *Caswel Mondlie*
261. Sanna Tesia Palesa Masombuka - 921028 0351 *** - No 25409170, Seaborena Street, Ext 4, MAMELODI, 0122 - *Hope Kholofelo*
262. Johnson Hlongwane - 840614 5294 *** - No A198, Plot No 97, Zithulele Street, BRAKPAN, 1541 - *Mthabeleni Johnson*
263. Damon Banks - 970125 5097 *** - House No 75, Dalton Road, Sidwell, PORT ELIZABETH, 6001 - *Damon Alemu Adise Mamush*
264. Jamie-Lee Lorette Geldenhuys - 980803 0359 *** - House No 5, Proteus Street, Ocean View, CAPE TOWN, 7975 - *Jamie-Lee*
265. Themba Arthur Oldjohn - 000914 5154 *** - House No 4113, Kambula Street, Orlando East, SOWETO, 1804 - *Jordan Themba*
266. Jordan Fox - 970414 0034 *** - House 1092, Landhuis Street, Weltevreden Park, ROODEPOORT, 1704 - *Noel*
267. Bongeka Maxhangasana - 960926 0948 *** - House 27, Ndumela Street, Kayamandi, STELLENBOSCH, 7599 - *Bongeka Mithandazo*
268. Madira Amelia Khotlele - 880907 0626 *** - No 561, C Section, BOTSHABELO, 9781 - *Arabang Amelia*
269. Susan Anne Hill - 700606 0051 *** - Tall Trees, Smarts Hill, Penshurst Kent, UNITED KINGDOM, TN118EB - *Usan Anne D'Altera*
270. Veronica Teresita Squire - 001229 1091 *** - No 118, Irving Road, York, PA, 17403 - *Teresita Veronica*
271. Phelip Tshepang Leew - 030522 5460 *** - No 39, Mokoena, KATLEHONG, 1431 - *Phillip Tshepang*
272. Nontuthuzelo Soqaka - 940527 1241 *** - No 1369, Gobodo Street, Ngangelizwe Loc, MTHATHA, 5099 - *Nontuthuzelo Lulu*

273. Ivana Mauri - 571206 0091 *** - No 35, Essenhout Drive, Randpark Ridge, RANDBURG, 2169 - *Yvonne*
274. Magdalena Jantjies - 610805 0223 *** - No 48, Paradise Street, GEORGE, 6530 - *Peggy Magdalena*
275. Cyril Norman Robert Mazriel - 590319 5137 *** - No 30, Simonsberg Street, Tafelsig, MITCHELLS PLAIN, 7785 - *Mogamat Sirdick*
276. Constance Selma Van Der Rede - 590405 0204 *** - No 72, Kiewiet Road, BRIDGETOWN, 7700 - *Constance Silma*
277. James Rudolph Walker - 541026 5174 *** - Block 12 No 12, Springbok Street, Kewton, ATHLONE, 7764 - *Mogamat Zain*
278. André Jaco Fick - 680318 5163 *** - No 25, Jordan Street, WINDHOEK, 9000 - *Andreio Jargo Algush Da Silva*
279. Ghayaad Valentine - 800429 0134 *** - No 2132, Somerset Links, Jigger Avenue, SOMERSET WEST, 7140 - *Genevieve Gail*
280. Elizabeth Yvonne Mustafa - 770208 0178 *** - No 26, Robenia Street, Wychwood, GERMISTON, 1401 - *Elizabeth Raya*
281. Jessica Mary Hewson - 850527 0119 *** - No 27, Lyle Road, Rosebank, CAPE TOWN, 7700 - *Katharina Nonkululeko*
282. Frederika Martha Johanna Bode - 770420 0134 *** - No 617, Pam Street, Rietvleiview Country Estate, CENTURION, 0181 - *Rika*
283. Alvin George Botha - 780706 5107 *** - No 63A, Athburk Walk, Hanover Park, ATHLONE, 7780 - *Ameer*
284. Helene-Marie Henry - 801020 0164 *** - No 86, Dublin Street, Ext 4 Ken Mare, KGUGERSDORP, 1739 - *Eleni Maria*
285. Bonolo Patience Nkosi - 881020 0648 *** - No 8518, Ext 7, WESSELTON, 2351 - *Naledi Bonolo Patience*
286. Ndumiso Rulphrudolf Mthethwa - 840129 5554 *** - No 558, Ziavenue, PRETORIA, 0001 - *Ndumiso*
287. Jermaine Williams - 940419 5222 *** - No 97, Blombos Street, Lentegour, MITCHELLS PLAIN, 7785 - *Ayaan*
288. Ramorone Kabelo Makua - 990520 5720 *** - No 525, Dihlabaneng Village, SEKHUKHUNE, 1124 - *Lehlaka Kabelo*
289. Elvina Bornetta Matthews - 850708 0239 *** - House No 32, Kentucky Street, STEENBERGSCOVE, 7390 - *Taqwa*
290. Nancy Noleen Douglas - 880510 0302 *** - No 10, Donnybrook Court, The Range, ELSIES RIVER, 7490 - *Naeelah*
291. Charisse Thomas - 871103 0214 *** - No 4B, Milton Avenue, SENDERWOOD, 2007 - *Chaya Rivka*
292. Wendy Lynette Diedericks - 820707 0163 *** - No 47, Betsy Court, HEIDELVELD, 7824 - *Wafeeqah*
293. Afrika Motloba - 021008 5813 *** - 10346 Rampudu Section, MOTLHABE, 0377 - *Afrika Botshelo*
294. Sintle April - 020727 1156 *** - Crossbow Location, TSOLO, 5170 - *Sentle*
295. Promise Tshepiso Baloyi - 820520 5458 *** - 06 Savanna Avenue, Wendywood, SANDTON, 2091 - *Tshepiso*
296. Siphwe Gift Sereto - 830328 0598 *** - 06 Morekhure Street, Extention 6, ATTERIDGEVILLE, 0008 - *Refilwe Siphwe Gift*
297. Mmaselelo Valtia Monyebodi - 970526 0488 *** - Cnr Canning & 9th Road, BRAMLEY, 2018 - *Mmaselelo*
298. Ronewa Jina - 950105 0624 *** - 66 Parklands, Main Road, THORNWOOD PLACE, 7441 - *Ronewa Jessica*
299. Gemma Chloé De Pinto Anniciello - 971122 0094 *** - 10 Fir Road, Morningside, SANDTON, 2196 - *Gemma Chloé*
300. Mthobeki Praisegod Shoji - 000802 5795 *** - 16 Parlock Drive, Newlands West, DURBAN, 4037 - *Sphamandla Mthobeki*
301. Ellaine Kgomoitso Phatlhane - 870518 0466 *** - 36 Newstand, Chaneng, RUSTENBURG, 0300 - *Tlhalefo Kgomoitso*
302. Kamogelo Tswene Moloto - 941126 0794 *** - 5698 Ngalo Street, Extention 2, IVORY PARK, 1685 - *Kamogelo*

303. Badisheng Jacky Rakolota - 790929 5610 *** - Mamone Location, JANE FURSE, 1085 - *Sekube Jacky*
304. Julia Aimee Pandey - 970708 0205 *** - 27 Richmond Road, MOWBRAY, 7700 - *Saabira*
305. Kaylene Ghoo - 970307 0127 *** - Munyaka Lifestyle Estate, Unit 1634, Block 137, WATERFALL, 0029 - *Ayana*
306. Sharlton Ehrenreich - 960426 5451 *** - 13 Juno Road, Woodland, MITCHELLS PLAIN, 7785 - *Moegamad Ali*
307. Ashieq Samuels - 920730 5259 *** - 24 Bruchsal Way, Silversands, KUILS RIVER, 7580 - *Gabriel*
308. Kagiso Jacqueline Motale - 890904 0406 *** - 20 Make Street, ATTERIDGEVILLE, 0008 - *Kagiso Jacqueline*
309. Bradley Majampa - 920322 5057 *** - 15 Jakaranda Avenue, RAVENSMEAD, 7490 - *Basheer*
310. Jada Anita Hess - 010622 0347 *** - 8-E R10 Grand Walk, MANENBERG, 7764 - *Iqrah*
311. Kgosietsile Edward Sobhudula - 860524 5431 *** - C255 Soul City, Kagiso, KRUGERSDORP, 8587 - *Nkosi Edward*
312. Hope Destiny Zipho Nzama - 930423 5073 *** - Unit 32 Sunset Boulevard, 8 Sunset Avenue, Fourways, JOHANNESBURG, 2191 - *Zipho*
313. Lee-Anne Latief - 930105 0085 *** - 13 Louisvale Street, CAPE TOWN, 7100 - *Aaliyah*
314. Juanita Lee-Ann Pandey - 920627 0138 *** - 27 Richmond Road, Mombay, CAPE TOWN, 7700 - *Juanita*
315. Isaya Absalon Dube - 890330 5382 *** - 566 Lesedi Street, DEVON, 2260 - *Isaya Absalon Desmond*
316. Fedile Olga Ramajoe - 911220 0337 *** - 77 Oxford Street, Ferndale, RANDBURG, 2194 - *Faith Olga*
317. Nkosinathi Knowledge Duma - 790805 5368 *** - 5 Commercial Road, IXOPO, 3276 - *Nkosinathi Kwazi*
318. Zakkie Israel Dibate - 880915 5358 *** - 22 Viljoen Street, HEIDELBERG, 1441 - *Dibate Israel*
319. Andrew Ramoabi - 531130 5724 *** - 1871 Teanong, Extension 5, TEMBISA, 1632 - *Andrew Mahlomola*
320. Anny Motlhabi Motsepe - 890816 0338 *** - 313 Magnolia Street, Azaadville Gardens, AZAADVILLE, 1754 - *Anny Mahlogonolo*
321. Vutivi Knowledge Chauke - 850824 5335 *** - 105 Cadogan Avenue, Mondeor, JOHANNESBURG, 2091 - *Vutivi*
322. Memory Mondli Dube Dube - 980404 0293 *** - 53 Mulberton Road, 10 Brentwood Estate, BEVERLEY, 2191 - *Liyana Mondli*
323. Thabiso Abigail Maboea - 911009 0793 *** - 491b Madiga Village, GA-DIKGALE, 0727 - *Mathoga Abigail*
324. Moratho Ngwanamosadi Mphahlele - 970323 5519 *** - 2833 Sebopa Street, Phomolong Section, TEMBISA, 1632 - *Simon Ngwanamosadi*
325. Tamzyn Daniels - 971104 0580 *** - 91 Delarey, Eastridge Crescent, MITCHELLS PLAIN, 7785 - *Mahirah*
326. Clean Matome Mokgalutse - 931216 5116 *** - 6838 Winnie Mandela, Zone 5, TEMBISA, 1632 - *Glen Matome*
327. Phatuxolo Khala - 730413 5925 *** - 8636 Inkwe Street, TSAKANE, 1550 - *Phatuxolo Patrick*
328. Cynthia Mvulo - 750522 0735 ** - 06 Langrug, Phase 2, FRANSCHHOEK, 7690 - *Cyntha Boniswa*
329. Nora Dutywa - 840112 0405 *** - Magcakini Mdlankomo, Administrative Area, LIBODE, 5160 - *Nande Norah*
330. Nomaswazi Mavis Shabalala - 820603 0463 *** - D1 Ndeleni, RICHMOND, 3780 - *Nomaswazi*
331. Phenyo Leshi - 970829 0858 *** - House No 905, Hospital View Section, LEDIG, 0338 - *Blessing Tshogofatso*
332. Nthabtseng Memoria Gaobepe - 871009 0599 *** - 2249 Tumelo Street, Benkhora Village, KURUMAN, 8460 - *Nthabiseng*
333. Esther Nobantu Mazinyo - 821109 0636 *** - 10096 Verdwaal 1, ITSOSENG, 2744 - *Nobantu Mmabatho*

334. Again Mahlake - 881006 0623 *** - 2939 Mogashwa Street, Extention 1, Langaville, TSAKANE, 1550 - *Katlego*

DEPARTMENT OF HIGHER EDUCATION AND TRAINING

NO. 1842

4 March 2022

ALTERATION OF SURNAMES IN TERMS OF SECTION 26 OF THE BIRTHS AND DEATHS REGISTRATION ACT, 1992 (ACT NO. 51 OF 1992)

The Director-General has authorized the following persons to assume the surnames printed in *italics*:

1. Siphamandla Thembinkosi Soko - 020411 5717 082 - No 6061, Ext 6, Emzinoni Township, BETHAL, 2310 - *Zungu*
2. Busani Vincent Mwandla - 980223 6340 *** - Greengate Area, OZWATHINI, 3240 - *Nxumalo*
3. Thandeka Sphiwe Sibiya - 000219 1106 *** - No 8120, Ext 24, MIDDELBURG, 1050 - *Sibanyoni*
4. Nkosikhona Charlie Mashiye - 010213 6167 *** - Stand No 841, Langloop, MPUMALANGA, 1337 - *Sunduza*
5. Simangele Sonto Dlamini - 020915 1488 *** - Nyamazane Area, MPUMULO, 4470 - *Ngidi*
6. Mapaseka Nthoba - 020401 1215 *** - House No 35, Blesbok Street, CARLETONVILLE, 2499 - *Lethala*
7. Johannes Thembe Maswanganyi - 980523 6075 *** - Block IA 250, SOSHANGUVE, 0152 - *Nduli*
8. Bhekani Cebolenkosi Myeni - 020227 6047 *** - Mthonjeni Area, INGWAVUMA, 3968 - *Nkosi*
9. Nontobeko Zamanqobo Mkhize - 020420 1148 *** - Mtlumba Area, TUGELA FERRY, 3210 - *Malembe*
10. Chayden Booyse - 021128 5802 *** - House 20, Church Street, PACALTSORP, 6529 - *Human*
11. Chuyeme Ekem Lobey - 020826 1307 *** - House No 532, Mkhamba Road, IMBALI 1, 3219 - *Majola*
12. Erick Shrelo Mathebula - 830216 5873 *** - House No 1605, Hunter Street, ALLIALE, BENONI, 1500 - *Chauke*
13. Tshepo Ambry Mashifane - 900605 5727 *** - House No 11558, Seleka Street, DAVEYTON, 1520 - *Mokhine*
14. Johannes Rankapeng Poto - 930712 5436 *** - No 20108, Sekgakgapeng, MOKOPANE, 0600 - *Mashaba*
15. Jerry Mokgadi Modise - 831115 5773 *** - House No 8806, Khoza Street, RANDFONTEIN, 1754 - *Letlhakeng*
16. Morris Tabiso Mvalwana - 800920 5368 *** - House 1122, Kentucky Crescent, Cosmo City, JOHANNESBURG, 2188 - *Cweya*
17. Mmatlou Bethuel Moabelo - 890519 5691 *** - Stand No 301, Setati Village, Moletjie, POLOKWANE, 0720 - *Kobe*
18. Puseletso Gift Mwelase - 980702 0414 *** - Stand No 1844, Boitumelo Street, SEBOKENG, 1983 - *Skosana*
19. Thabile Segobela - 971031 5721 *** - No 32327, Phokobjwe Street, Mamelodi East, MAMELODI, 0122 - *Kanyane*
20. Aidan Clyde Van Der Westhuizen - 000119 5208 *** - No 3 Castle City, 776 Melon Street, Erasmuskloof, PRETORIA, 0181 - *Titus*
21. Amahle Buthelezi - 030406 5398 *** - Brush Area, CEZA, 3866 - *Nkosi*
22. Kgomotso Mokoena - 020728 5791 *** - No 6257, Makalima Street, Orlando East, SOWETO, 1804 - *Mthombeni*
23. Evans Thamaga Makua - 020727 5514 *** - No 157, Moriteng Section, TEMBISA, 1632 - *Modipi*
24. Donald Katlego Tema - 010918 6218 *** - House No 2338, Zone 5f, Seshego, POLOKWANE, 0711 - *Shwatja*
25. Koketso Mashego - 000618 5410 *** - House No 1667, Ext 1, Refilwe, CULLINAN, 1003 - *Nkosi*
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27. Kagiso Phillimon Magampa - 920426 5796 *** - No 1303, Thwala Street, POORTJ, 1841 - *Magana*
28. Orian Sindiwa Maphanga - 810125 0621 *** - House No 1303, Thwala Street, POORTJ, 1841 - *Magana*
29. Karabo Solomon Matlou - 951216 5141 *** - House 14, Landon Avenue, Mahlasedi, POLOKWANE, 0699 - *Monnakgotla*
30. Mpho Emily Motseki - 990816 0660 *** - No 16, Tshepong, Phase 1, VEREENIGING, 1984 - *Lesalaisa*
31. Neo Nicholas Kumalo - 010829 5245 *** - House No 12946, Batlokwa Street, Zone 11, SEBOKENG, 1983 - *Leotlela*
32. Moloto Obed Magale - 660407 5708 *** - Mabocha Area, BURGERSFORT, 1150 - *Tjie*

33. James Bonakele Bulawa - 610616 5639 *** - House No 6466, Phase 4, BLOEMFONTEIN, 9300 - *Mbulawa*
34. Karabo Mahlahle Mathabatha - 020922 5934 *** - Madikeleng Area, Mathabatha, LEBOWAKGOMO, 0733 - *Kgasago*
35. Siniko Jeffry Mdyanya - 770717 6093 *** - Mangqamzeni Area, NTABANKULU, 5130 - *Kwaphuna*
36. Mihle Leytan Chinembiri - 030822 5167 *** - House No 2553, Rooibock Close, Musgaat Ext 3, RIVERLEA, 2093 - *Gxabuza*
37. Thapelo Ntando Sibeko - 030618 6257 *** - House No 5566, Ext 2, Orange Farm, EVATON, 1805 - *Sithole*
38. Sibusiso Julian Mogajana - 020826 5816 *** - No 1367, Maphotla Village, Siyabuswa, MPUMALANGA, 0472 - *Masemula*
39. Allen Theri Makofane - 020623 6074 *** - Stand No 200, Phase 1, EMALAHLENI, 1039 - *Mashele*
40. Neo Simon Motsa - 030724 5377 *** - House No 807A, Zone 1, Tshipa Street, MEADOWLANDS, 1853 - *Phetoe*
41. Lungeliwe Zuma - 011124 0785 *** - Ngabayena Area, MSINGA, 3010 - *Ximba*
42. Motongwasi Daniel Mathosi - 960821 6223 *** - House No 199, Zone 2, Marokolong, TEMBA, 0407 - *Koka*
43. Sibongile Constance Mbambisa - 720325 0515 *** - House No 490, Mofokeng Section, KATLEHONG, 1432 - *Makhubu*
44. Dinoka Enerst Mohale - 030301 5232 *** - House No 014, Bodupe Village, MODJADJI, 0835 - *Makete*
45. Maroty Ally Mlatji - 030413 5290 *** - Moshaga Village, MODJADJISKLOOF, 0835 - *Malatji*
46. Belinah Vangile Ramaoka - 021117 0296 *** - Stand No D0527, Marulaneng Area, BAKENBERG, 0611 - *Manganye*
47. Siphuthando Siyanda Langa - 020725 1381 *** - House No 02827, Osizweni, NEWCASTLE, 2952 - *Mthethwa*
48. Lwandoluhle Andiswa Liandra Msomi - 030901 5669 *** - No C 2966, Section 3, MADADENI, 2951 - *Maphanga*
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50. Mduduzi Siyabonga Langa - 021017 5725 *** - Ntshekane Area, GREYTOWN, 3250 - *Zondi*
51. Mutshidzi Maphiri - 980406 6324 *** - Stand No 110, MAKUYA, 0973 - *Matshete*
52. Keletso Sihlabela - 971001 0730 *** - Stand No 1050, Marite Trust, HAZYVIEW, 1242 - *Banger*
53. Brandon Leonard Witbooi - 870919 5181 *** - No 18, Kammiesberg, UPINGTON, 8801 - *Richards*
54. Marvin Vries - 860331 5200 *** - House No 369, Tlapeng Section, Maruping, KURUMAN, 8460 - *Matoane*
55. Thornton Brendon Bush - 881026 5203 *** - House No 9, Woudenberg Street, Brakenfell, CAPE TOWN, 7560 - *Le Roux*
56. Gordon Bezuidenhout - 860226 5246 *** - House 178, Sugar Bird Close, Rabie Ridge, MIDRAND, 1685 - *Mita*
57. Ahdil Singh - 860418 5278 *** - No 40, Aleppo Crescent, CENTURION, 0157 - *Khan*
58. Bongani Luyanda Ndlovu - 921115 5343 *** - No 53, Vriende Street, Gardens, CAPE TOWN, 8001 - *Dlomo*
59. Siviwe Tamela - 900424 5807 *** - No 33, Sdwadwa Drive, Joe Slovo, MILNERTON, 7441 - *Macekiswana*
60. Tertius Peens - 920523 5035 *** - No 80, Nerina Danabay, MOSSEL BAY, 6510 - *Van Der Mescht*
61. Veon Edwin Brown - 880903 5149 *** - No 7, Vredendal Street, Portlands, MITCHELLS PLAIN, 7785 - *Gribble*
62. Minenhle Simo Dlamini - 000512 5403 *** - House No 32, Shayamoya Place, Ext 2, CHESTERVILLE, 4091 - *Mbatha*
63. Kamogelo Lekalakala - 960704 5316 *** - House No 1008, Block K, SOSHANGUVE, 0152 - *Mahlangu*
64. Letlhogonolo Malobola - 970901 5440 *** - House No 10046, Ext 5, SOSHANGUVE, 0152 - *Kekana*
65. Ntombikayise Thulisile Sikhakhane - 870906 0862 *** - House 620608, Khuzwayo Area, Willowfontein, PIETERMARITZBURG, 3201 - *Sibisi*

66. Thabang Bron Mashala - 960405 5542 *** - House No 10024, Phetole Village, Ga-Matlala, MOKOPANE, 0746 - *Ntsewa*
67. Kamohelo Majoro - 020121 5443 *** - No 621, Marlowe Road, Henley On Klip, KATLEHONG, 1961 - *Potsane*
68. Sibusiso Patrick Mkhabela - 850603 5503 *** - Stand No 1995, Kanyamazane, KANYAMAZANE, 1214 - *Khumalo*
69. Mzwandile Musawakhe Makhoba - 980824 5691 *** - No Cc 1815, Molver Road, MAYVILLE, 4091 - *Mkhize*
70. Abraham Sifunda - 790105 5672 *** - Stand No 1719, Bhuga, KABOKWENI, 1245 - *Ngwenyama*
71. Reginald Julian Swartz - 780313 5078 *** - No 80, Grinling Street, DE AAR, 7000 - *Fortuin*
72. Bridgette Mona Rabie - 820212 0084 *** - House No 22, Taimara, 43 Otto Street, KRUGERSDORP, 1739 - *Bentley*
73. Charl Clyde Leong - 790326 5135 *** - No 50, Ocean View Drive, Bluff, DURBAN, 4052 - *Stellenberg*
74. Robyn Amber Kerstin Johansson - 990909 1110 *** - Studentvagen 4, Lgh 56, 75234 Uppsala, SWEDEN, 75234 - *Van Dam*
75. Joni Rhys Shapiro - 801122 0022 *** - No 7 Rika Street, Apartment 26, Baka, JERUSALEM, 9346110 - *Benjamin Shapira*
76. Basetsana Charmain Sepula - 930205 0502 *** - House No 40261, Ntoyi Faku, Ext 18, MAMELODI, 0122 - *Maphanga*
77. Pule Petrus Ramile - 821019 5376 *** - No 1655, C Section, BOTSHABELO, 9781 - *Mafatha*
78. Nthabiseng Clementine Mangope - 930113 0619 *** - House No 06, Pule Street, RUSTENBURG, 0300 - *Motsepe*
79. Lebogang Themba - 000716 6149 *** - Stand No 50, Marne, Alexandra Trust, BUSHBUCKRIDGE, 1280 - *Mashaba*
80. Velingaba Lawrence Shezi - 680524 5692 *** - House No 11590, Jewel Street, Ext 13, LENASIA, 1827 - *Dlomo*
81. Peter Rantshishana Mzuzwana - 950130 5406 *** - House No 10092, Matlhasedi Area, Seleka Village, LEPHALALE, 0609 - *Seleka*
82. Unathi Joy Tshetlo - 990219 0094 *** - No 18, Acacia West Street, MIDRAND, 1685 - *Ntshaintshali*
83. Anthony Mtunzini - 000225 5271 *** - No 175, Steenbok, L Fondale, GERMISTON, 1401 - *Mojapelo*
84. Kevin Kabelo Sangweni - 020201 5220 *** - No 54, Warrington Hall, Nugget And Peterson, JOUBERT PARK, 2001 - *Aphane*
85. Tirelo Jucky Hlakudi - 910905 6011 *** - House No 199, Moriting Section, TEMBISA, 1632 - *Sekhaolelo*
86. Thapelo Solomon Molefe - 781004 5357 *** - House No 639A, Serokolo Street, Maedowlands, SOWETO, 1852 - *Mpete*
87. Annah Rakgalakana - 010430 0877 *** - No 15696, Ext 4, Orange Farm, EVATON, 1841 - *Mphila*
88. Kgakesoana Richard Selepe - 710107 5674 *** - House 9070, Ext 2, SOSHANGUVE, 0152 - *Likhuleni*
89. Sekgodhi Nicholas Modika - 850912 6196 *** - House No 1150, Johannes Molondo, MUSINA, 0900 - *Phiri*
90. Nomonde Asanda Giwu - 011224 0973 *** - House No 53, North Street, MATATIELE, 4730 - *Jafta*
91. Keescha Meyer - 020901 0786 *** - No 14, Prince George Park, Damaine Road, PARKDENE, 1459 - *Kettledas*
92. Perceverance Sizwe Maseko - 950511 5007 *** - No 2861, Cow Village, BETHAL, 2310 - *Mahlangu*
93. Surprise Valencia Vilakazi - 980217 0321 *** - No 14, Bester Street, BREYTEN, 2330 - *Hlophe*
94. Awelani Steven Mbedzi - 820110 5541 *** - Makononi Area, THOHOYANDOU, 0950 - *Mashau*
95. Khosi Cynthia Mashego - 740904 1189 *** - No 5541, Island Street, DAVEYTON, 1520 - *Mkhwanazi*
96. Ebrahim Odendaal - 810802 5091*** - No 66, St Robert Road, Seawinds, CAPE TOWN, 7945 - *April*
97. Nofundo Yundisa - 980805 0475*** - No 10, Kopeledi Street, POSTMASBURG, 8420 - *Vundisa*
98. Mvelentsha Nzuza - 031008 5703 *** - Stand No W 1095, Sqilingi Road, UMLAZI, 4066 - *Magwaza*
99. Thabang Agricious Phale - 890818 5334*** - House No 32, Makhatho Street, ATTERIDGEVILLE, 0008 - *Makgamatho*

100. Nhlanhla Salom Shabangu - 861203 0360*** - No 2913, Hlope Street, Langaville Ext 1, TSAKANE, 1550 - *Mofokeng*
101. Musiwa Andrias Tshabalala - 840229 5667*** - No 5291, Ext 4, Cathkin Park, ESTCOURT, 1829 - *Keswa*
102. Fikile Constance Mbhele - 910203 0893*** - Landsklip Area, NORMANDIEN, 2940 - *Twala*
103. Thato Samuel Kgophane - 940102 5282*** - Unit 13, Res 5A, Medunsa University, PRETORIA, 0204 - *Lekoloane*
104. Ishtaar Naidoo - 980808 5415*** - No 475, Regina Road, NORTHDALE, 3201 - *Maharaj*
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106. Molelekeng Lydia Jantjie - 971212 0967*** - No 14293, Phase 6, BLOEMFONTEIN, 9300 - *Mjikela*
107. Sylvester Thabo Phitise - 861224 5754 *** - No 5140, Mosina Phahameng, BLOEMFONTEIN, 9323 - *Mokotedi*
108. Makgatole Kaizer Mamakoko - 780211 5332*** - No 20, Sebethamoya Village, GROBLERSDAL, 1059 - *Moraba*
109. Sedibu Mackenzie Matlebjaane - 960921 6051*** - No 145 B, Modiba Street, Ga-Kama, MANKWENG, 0727 - *Magoele*
110. Nontlahla Cynthia Mokati - 870721 0725*** - No 3123, BJ Home Sakhile, STANDERTON, 2431 - *Nkosi*
111. Itumeleng Kutlwano Molebalwa - 000401 5512*** - No 83A, Cuckoo Avenue, RUSTENBURG, 0299 - *Pule*
112. Mandla Luthando Xaba - 951217 5179 *** - No 3790, Arthur Sepanya Street, Mohlakeng, RANDFONTEIN, 1760 - *Mongaula*
113. Nkhotshatseng Agrinette Damane - 850918 0561 *** - House No 6545, Ditshelela Street, NELLMAPIUS, 0122 - *Maketela*
114. Daniel Kipi Budaki - 780726 5421 *** - House No 7653, Motsumi Street, MOHLAKENG, 1759 - *Molemane*
115. Linda Sikhumbuzo - 810418 5263 *** - Stand No 76, MATSULU, 1203 - *Mncina*
116. Sipho Absalom Zimu - 941025 5514 *** - House No 278, Bluegum View, Ext 1 Duduza, NIGEL, 1496 - *Hlatshwayo*
117. Selinah Lindiwe Zimu - 910824 0501 *** - House No 278, Bluegum View, Ext 1 Duduza, NIGEL, 1496 - *Hlatshwayo*
118. Phindile Amanda Shabangu - 910419 0263 *** - House No 2913, Hlophe Street, TSAKANE, 1550 - *Mofokeng*
119. Okuhle Soqashe - 991022 5570 *** - House No 37, Solomon Street, INANDA, 4310 - *Rasanya*
120. Refilwe Desiree Kotoloane - 900106 0477 *** - No 3366, Moroka Street, Mofokeng, KURUMAN, 8466 - *Masegela*
121. Siphamandla Ntsangwini - 821227 5528 *** - No G2188, Ntuzuma Township, DURBAN, 4359 - *Gaya*
122. Akona Nompunga - 900626 1060*** - Stand No 1, Zone 7, LANGA, 7455 - *Tshokotshela*
123. Sipiwe Dlamini - 010306 6474 *** - Kwangxola Location, Underberg, IXOPO, 3257 - *Mokoena*
124. Lerato Machuene Maifo - 010420 0245 *** - House No 1550, Zambezi, Country Estate, MONTANA, 0002 - *Maphoto*
125. William Mthimunya - 610413 5783 *** - House 960, Wekker Street, Moreleta Park, MORELETA, 0181 - *Mthimunya-Mahlangu*
126. Thandazo Samantha Maseko - 030303 0950 *** - 2939 Extension 4, Kwazamokuhle, HENDRINA, 1095 - *Monareng*
127. Maipelo Moleme - 021207 6077 *** - 496 Tseoge, Marokweng, VRYBURG, 8614 - *Maoko*
128. Yolisa Mgoswana - 991001 6173 *** - Ekuthuleni, MALMESBURY, 7300 - *Vellem*
129. Lethabo Trecia Chidi - 020601 1023 *** - Lekgwareng, MATHABATHA, 0733 - *Dinala*
130. Oaratwa Obakeng Getyese - 011203 6040 *** - 10653 Unit M, MABOPANE, 0190 - *Nthite*
131. Comfort Thembinkosi Ndhlalane - 980830 6230 *** - Stand No 411, Kasibhejane, KOMATIPOORT, 1357 - *Hlatshwayo*
132. Phillistus Msibi - 000222 1077 *** - 10274 Gamolekane, MOKOPANE, 0610 - *Ledwaba*

133. Resenga Michael Ringane - 770212 5484 *** - 1445 Block U, MABOPANE, 0190 - *Mariri*
134. Mdumiseni Benard Ngubane - 750113 5561 *** - 1993 Nobhe Road, Kwadabeka, CLERMONT, 3610 - *Ndaba*
135. Sazi Clifford Somkhanda - 750807 5295 *** - C1792 Nsuze Road, KWA MASHU, 4360 - *Shangase*
136. Godfrey Macu - 771118 5311 *** - 1094 Section 4, LEDIG, 0338 - *Dube*
137. Sindisiwe Rosemary Khumalo - 790510 0376 *** - Mona Area, NDWADWE, 4342 - *Mfayela*
138. Nduduzo Andile Ndlovu - 020729 6051 *** - 30 Daffodil Place, BRIADENE, 4051 - *Ngcobo*
139. Makhosandile Wiseman Gushu - 800821 5871 *** - E-32 Mandela Square, Zweletemba, WORCESTER, 6850 - *Gojo*
140. Nompumelelo Makinana - 020610 1562 *** - 2-0278 Zanani Road, HAMMARSDALE, 3700 - *Mkhulise*
141. Simane William Mahlanyana - 021222 5929 *** - 3356 Isidingo, Mahube Valley, MAMELODI EAST, 0122 - *Moraba*
142. Sthembiso Nhlanhla Thabethe - 020910 6633 *** - Emoyeni Area, Loskop, ESTCOURT, 3310 - *Mazibuko*
143. Thabiso Albert Tshabalala - 020103 6139 *** - 7430 Fumane Street, Moleleki Section, KATHLEHONG, 1431 - *Nape*
144. Boikhutso Constance Goitumetswe - 020222 1259 *** - House No E6, Heuningvlei, KURUMAN, 8460 - *Motshegetsi*
145. Elton Khotso Montshwe - 020425 6240 *** - House No 10174, Dithakong, KURUMAN, 8460 - *Ntaolang*
146. Vumani Mhlaliseni Ntuli - 020803 5095 *** - Ezijibeni Area, NKANDLA, 3855 - *Ngcobo*
147. Zethembe Bhekokwakhe Mungwe - 001014 5984 *** - Emaswazini, WINTERTON, 3340 - *Mfuphi*
148. Siyanda Madikizela - 020520 5401 *** - 136 Jacaranda Road, VERULAM, 4339 - *Mhlongo*
149. Khanyisa Rea Matshebele - 020530 1290 *** - Siyandhani Village, GIYANI, 0826 - *Ngoben*
150. Celiwe Nomfundo Ntuli - 020820 0485 *** - 197037 Mzinyathi Area, INANDA, 4309 - *Goba*
151. Gugu Given Kumalo - 010604 6004 *** - Ebenezer Farm, VREDE, 9835 - *Mvulane*
152. Georgina Mapula Rapoo - 790418 0867 *** - 1512 Marikana West, MARIKANA, 0284 - *Sekgala*
153. Tokelo Daniel Mabaso - 980922 6400 *** - 6516 Khumalo Street, THOKOZA, 1426 - *Keele*
154. First Bongani Chiloane - 970101 6601 *** - Stand No 181, BUFFELSPRUIT, 1331 - *Standers*
155. Terence Mkhonto - 980226 5992 *** - Rooiboklagte Trust, Stand No 50032, ACORNHOEK, 1360 - *Dhlamini*
156. Soneni Nene - 030901 0289 *** - Dobeni Area, MELMOTH, 3835 - *Zungu*
157. Diketso Mccanley Leatswe - 030727 5866 *** - 201 R D P, Morokweng, GANYESA, 8614 - *Mookudi*
158. Siyanda Nxele - 020613 6217 *** - Smozomeni, RICHMOND, 3750 - *Hadebe*
159. Reaolopa Lucky Molema - 021229 5931 *** - 21 C Manokwane Village, TAUNG, 8584 - *Molale*
160. Esiphina Annah Peterson - 030418 0118 *** - 160 Jiyane, Section, TEMBISA, 1632 - *Moripe*
161. Emmanuel Onkabetse Masilabele - 890501 5746 *** - House No B14, Peterson Ville, KURUMAN, 8460 - *Manhe*
162. Relebohile Manwabi - 011014 0978 *** - 23899 Sofy Street, Wallacedene, KRAAIFONTEIN, 1570 - *Kwili*
163. Kgopolo Derrick Leatswe - 011223 6034 *** - 201 R D P, Morokweng, GANYESA, 8614 - *Mookudi*
164. Elrico Sibusiso Mybie - 021107 6129 *** - 19 Kata Street, Paballelo, UPINGTON, 8801 - *Mabe*
165. Zakhele Mnotho Buthelezi - 930109 6118 *** - 9270 Extension 12, EMBALENHLE, 2285 - *Ndaba*
166. Keamogetswe Bontle Masenya - 031214 0137 *** - 457 Cpe Black Eye, Glenway Estate, PRETORIA, 0122 - *Maduna*

167. Tshepo Mashudu Mopedi - 991106 6097 *** - 437 Isithama Section, Thohoyandou Street, TEMBISA, 1632 - *Mathoko*
168. John Makgahlela Maja - 930616 6397 *** - Stand 20064, Ga Selolo, MATLALA, 0746 - *Maake*
169. Moses Manaka Maubane - 640921 5862 *** - 2790 Manyeleti, TEMBA, 0400 - *Kekana*
170. Marvin Tebogo Theka - 910706 5857 *** - Ra-Mantsha Village, Gogobole, SINTHUMULE, 0920 - *Konyane*
171. Mahlamela Enocent Molele - 020517 5591 *** - Stand No 304, GA RAMPURU, 0748 - *Moloto*
172. Lindokuhle Eric Phiri - 021203 5261 *** - 2064 Tanzania Street, COSMO CITY, 2188 - *Mahole*
173. Davin Scott Grobler - 020612 5311 *** - 7 Zimbali Village, Lynfield, BENONI, 1501 - *Cotterrell*
174. Esther Tshwarelo Khoza - 020706 1093 *** - P O Box 1977, BUSHBUCKRIDGE, 1280 - *Chiloane*
175. Zinhle Mndubi - 020926 1061 *** - 10284 Thandanani, VERULAM, 4340 - *Tshapa*
176. Solly Solani Ratlabanya - 710217 5570 *** - P O Box 11840, THE TRAMSHED, 0025 - *Mashele*
177. Tshepiso Ramuwali - 850201 5640 *** - Stnd No 1059, Madadani Village, MAKHADO, 0920 - *Mashaba*
178. Andiswa Julia - 020624 0746 *** - Gcilima Location, Ward 9, MARGATE, 4275 - *Dotshe*
179. Lesego Nthabiseng Ndhlovu - 030416 0182 *** - 586 Block X, MABOPANE, 0190 - *Mkhabela*
180. Malesela Calvin Letswalo - 030127 6276 *** - 1917mogogelo, HAMMANSKRAAL, 0458 - *Mokgoko*
181. Sinothile Nontando Nxumalo - 030505 0479 *** - 197562 Umzinyathi Area, INANDA, 4310 - *Khanyile*
182. Owen Ntipumetoane - 030227 5481 *** - Ga Seroka, SEKHUKHUNE, 1124 - *Makgwale*
183. Sphiwe Gift Mthombeni - 990615 6225 *** - 338 Limpopo Street, Chief Luthuli Park, BENONI, 1501 - *Mahlangu*
184. Makhosini Xolani Maama - 020911 5379 *** - 101 8153 Sebopa Street, WINDMILL PARK, 1459 - *Sibanyoni*
185. Mapula Molala - 021117 0067 *** - Moletlane, ZEBEDIELA, 0632 - *Bapela*
186. Nokulunga Palesa Sokhulu - 030505 0301 *** - Kwamsane Reserve, MTUBATUBA, 3935 - *Mdluli*
187. Lorenzo Page - 010317 6037 **** - Sundruff Area, SANDHILLS, 6858 - *Mbheka*
188. Mlungisi Lindokuhle Mhlongo - 010421 5690 *** - No 444028 Dlwembe Road, HAMMARSDALE, 3700 - *Ngcongco*
189. Thompho Negota - 010607 6117 *** - No 20670 Mississippi Crescent, Protea Glen, SOWETO, 1819 - *Nemadzivhanani*
190. Luyanda Nomcebo Ndlovu - 010430 1047 *** - No 1519 Douglas Sandals, Hambathini, TONGAAT, 4400 - *Mbuli*
191. Masibulele Mntumni - 030601 5446 *** - No 8613 Mdantsane, Nu 3, EAST LOND, 5219 - *Mavaleliso*
192. Amanda Mtshali - 000220 1166 *** - Uitvaal Area, WASBANK, 2920 - *Thusi*
193. Londekile Jacqueline Hoffman - 000214 1387 *** - No 2506 Thanda Road, Umkhumbane, WIGS, 4091 - *Mthembu*
194. Skhumbuzo Nkwanyana - 981208 6153 *** - Madiyane Area, NKANDLA, 3885 - *Biyela*
195. Luyanda Nhlanhla Nxumalo - 000428 6153 *** - No 10 Robbesini Jullies, JOHANNESBURG, 2094 - *Ndlovu*
196. Jenique Chanya Seekoei - 020713 0046 *** - 30 Bellis Street, KIMBERLEY, 8309 - *Davis*
197. Lindokuhle Mhlanga - 990612 6220 *** - E200 Ndonga, MAYFLOWER, 2335 - *Mkhwanazi*
198. Forgive Zitha - 011212 6124 *** - Stand 2034, Block A, Kwalugedlane, KOMATIPOORT, 1341 - *Sibiya*
199. Owethu Ignatia Sithole - 020513 0782 *** - 37 Everest Road, Durban North, DURBAN, 4051 - *Bekebu*

200. Izibusiso Lungelo Ndunge - 011221 1109 *** - Ndendeka Reserve, ULUNDI, 3838 - *Zulu*
201. Tshepiso Beauty Selemane - 030307 1072 *** - 37527 Mothokgwane Street, Extension 22, MAMELODI EAST, 0122 - *Mabelane*
202. Tsepiso Mfihli Mofokeng - 990315 6433 *** - 2475 Boom Street, CHARLESTOWN, 2473 - *Ngwenya*
203. Martin Reletso Mabusela - 020614 6425 *** - 1261 Ga-Hlahla, Moletjie, POLOKWANE, 0750 - *Thapedi*
204. Mukovhe Hope Netili - 030201 0920 *** - 8257-15 Tshepiso, Olievenhoutbosch, CENTURION, 0187 - *Sibande*
205. Thembelihle Ngcingane - 990526 5949 *** - Doti Location, Mangati Area, DUTYWA, 5000 - *Xala*
206. Sifiso Rodney Khoza - 011209 6050 *** - B5164 Block A, Ethokozane, TONGA, 1346 - *Sibiya*
207. David Refentse Montshiwa - 020601 6185 *** - 2599 Mpete Street, Lethabong, RUSTENBURG, 0300 - *Thebe*
208. Nozipho Ngcobo - 010518 1383 *** - 480073 Matabetulu Area, INANDA, 4310 - *Mthembu*
209. Lokisang Kgantlape - 011231 1076 *** - D1314 Blekkies, MOROKWENG, 8614 - *Setlhare*
210. Aphiwe Don Tshalata - 930808 6308 *** - 7 Norma Khumalo Grove, R817, UMLAZI, 4066 - *Mthethwa*
211. Kutlwano Manamela - 021124 5421 *** - Manotoane Area, DRIEKOP, 1129 - *Magoma*
212. Lehlogonolo Kgomo - 030311 5466 *** - L unit 15, Block 16, Phoenix 2, MIDRAND, 1685 - *Masilo*
213. Sihlangu Caleb Thokoza Njula Godfrey - 030704 5234 *** - 192 Main Avenue, Unit D4, Shanwood Lake, RANDBURG, 2194 - *Mthembu*
214. Siyabonga Nxumalo - 990210 6249 *** - Kwa Shoba Area, PONGOLA, 3170 - *Mtshali*
215. Candy Kgantshe Kula - 020722 0487 *** - 1100 Newhampshire, COSMOCITY, 2186 - *Peteni*
216. Sifundo Bhokokwakhe Mncube - 000614 5689 *** - Hlathidam Area, NQUTU, 3135 - *Buthelezi*
217. Rethabile Shale - 970515 6077 **** - 50 Sizwe Mdlatse Drive, Nazareth, PINETOWN, 3610 - *Ntlatseng*
218. Lulamile Makosi - 800129 5894 *** - 1967 Bike Road, BERLIN, 5660 - *Mvandaba*
219. Teboho Daniel Guma - 971207 6196 *** - 351 Polokong, SEBOKENG, 1983 - *Leputla*
220. Dikgang Petrus Ramolula - 730922 5380 *** - 23120 Phase 9, BLOEMFONTEIN, 9323 - *Memela*
221. Therrence Joseph Senokwanenyana Molele - 720427 5327 *** - 521 Unit D, TEMBA, 0407 - *Khoza*
222. Nhlanhla Ndebele - 021204 6045 *** - Mushana Area, MAPHUMULO, 4470 - *Mthembu*
223. Praise Kgabo Serage - 020425 6026 *** - 23 Nkandla Street, Damonsville, BRITS, 0250 - *Matibidi*
224. Nkosikhona Phelelani Dubazana - 021021 6135 *** - Mlhumbe Area, Weenem, ESTCOURT, 3325 - *Sithole*
225. Nqubeko Amkelani Ntshangase - 011017 6217 088 - 114 Cowentuli, MIDDELBURG, 1051 - *Zulu*
226. Andile Fortune Ngcobo - 030618 6137 *** - 818 Okford, Osindisweni, VERULAM, 4340 - *Nzuza*
227. Siphesihle Lindokuhle Mchunu - 021010 6267 *** - Mdwebu Area, ESTCOURT, 3310 - *Buthelezi*
228. Phumelelo Mavuso - 020314 1281 *** - Stand 820, Extension 22, EMBALENHLE, 2285 - *Rampheng*
229. Mqobi Thubalethu Shezi - 010505 6478 *** - Mkhukhuze Area, NDWEDWE, 4342 - *Mpanza*
230. Ezile Nyandeni - 011111 1257 *** - Sulenkama Area, QUMBU, 5180 - *Ketwa*
231. Samkelo Skhulile Sithole - 010614 5963 *** - Kwamhsane Reserve, MTUBATUBA, 3935 - *Mbuyazi*
232. Paul Thapeli - 010921 6399 *** - 12028 Extension 11, EVATON WEST, 1984 - *Mnguni*
233. Thabo Botlholo - 010226 6207 *** - 1909 Tshwelopele, Extension 5, TEMBISA, 1632 - *Mashaba*

234. Iviwe Quali - 010122 1394 *** - 5985 Rooidakke, GRABOUW, 7160 - *Mdlokovana*
235. Sam Madonsela - 701220 6144 *** - 4466 Protea Glen, JOHANNESBURG, 2001 - *Nkadimeng*
236. Olerato Ofentse April - 901128 5025 *** - 4435 Jasmine Street, BARKLY WEST, 8375 - *Mokoena*
237. Shonkana George Mogashoa - 720919 6009 *** - 1678 Allermansdrift, MBIBANE, 0470 - *Tladi*
238. Raymond Bongani Ngcobo - 740406 6456 *** - Nkuwezela, ESTCOURT, 3310 - *Memela*
239. Sipho Moses Mokupi - 770408 5164 *** - 138 Savona Complex, Eden Glen, EDENVALE, 2010 - *Teffo*
240. Sihle Njapha - 990404 5602 *** - Oshabeni Area, Ward 4, PORT SHEPSTONE, 4240 - *Ngcobo*
241. Snenhlanhla Thandolwethu Ndlela - 021102 1298 *** - Olakeni Area, MBAZWANA, 3974 - *Ngubane*
242. Mandisa Thembelihle Ngobese - 960925 0542 *** - 179 Ekuthuleni Drive, Unit 13, IMBALI, 3201 - *Mdluli*
243. Falakhe Mnqobi Hadebe - 990902 5906 *** - C 938, UMLAZI, 4001 - *Ngobese*
244. Themba Gift Mkhwane - 951118 5234 *** - 1722 Lephoko Street, Tshongweni Section, KATLEHONG, 1400 - *Senne*
245. Thapelo Aubrey Phaka - 890718 5934 *** - 972 Block XXX, ` , SOSHANGUVE, 0152 - *Manganye*
246. Nivashnee Naidoo - 010417 0811 *** - 397 Godauari Street, Extension 11 A, LENASIA, 1827 - *Deoparsad*
247. Doctor Peter Mhlane - 800808 6651 *** - Thogoaneng, CHUENESPOORT, 0745 - *Ntlhane*
248. Buhle Zima - 911205 5356 *** - 1475 Moremi Street, DUBE, 1801 - *Mnisi*
249. Prince Neo Chabalala - 851016 5486 *** - No 25376, SOSHANGUVE, 0152 - *Mahlangu*
250. Busisiwe Mboza - 891122 0256 *** - 824 Mauritius, Tsutsumani Village, ALEXANDRA, 0150 - *Banda*
251. Gregory Tumelo Pitje - 900831 5343 *** - 2893 Karabo Street, Extension 4, NELLMAPIUS, 0100 - *Baloyi*
252. Asanda Matende - 900118 5670 *** - 12390 Nguza Street, Extension 14, VOSLOORUS, 1475 - *Ndawombini*
253. Remember Khosa - 931114 5368 *** - P O Box 2013, HAZYVIEW, 1246 - *Lubisi*
254. Isaac Maphake - 881010 6330 *** - P O Box 153, STEELPOORT, 1133 - *Mankgane*
255. Sello Sehababane - 970717 5333 *** - 10517 Naledi, Kgotsong, BOTHAVILLE, 9400 - *Nthejane*
256. Rodney Mlambo - 810204 5508 *** - 1644 Langa Stand, Winterveldt, MABOPANE, 0100 - *Seriti*
257. Keletso Rangwato - 981230 5588 *** - 13 Roseveld, ALEXANDRA, 2090 - *Mafokwane*
258. Tsholofelo Veronica Dipitso - 921026 0700 *** - 4th Avenue, Women Hostel, ALEXANDRA, 2012 - *Mlimi*
259. Thembaletu Marvin Msani - 870525 6009 *** - 1510 Mantyi Street, Ngengelizwe Location, MTHATHA, 5099 - *Gwala*
260. Thukwi Kgosiemang Mukwi - 860412 5437 *** - House no E1457, MADIBENG, 8400 - *Sechudi*
261. Racheal Mercie Marsh - 740621 0233 *** - 2796 Extension 9, BARBERTON, 1300 - *Mabuza*
262. Clifford Makhosini Gamede - 650304 5264 *** - 2586 Ndlovu Street, Sakhile, STANDERTON, 2431 - *Dladla*
263. Thandwa Aron Juqula - 620808 5310 *** - Dudumen, FLAGSTAFF, 4810 - *Dumisa*
264. David Shandukani - 620202 5417 *** - Ha-Makhuva, VHEMBE, 0970 - *Mbave*
265. Aaron Pishane Kgagara - 760205 5605 *** - Ga-Masha, NGWAABE, 1051 - *Ratau*
266. Jacob Masinga - 750910 5491 *** - 316 Palm Springs, 35 George Crescent, COSMO CITY, 2188 - *Molatudi*

267. Thabani Sithembiso Simphiwe Mthlane - 830304 5379 *** - 30 Maasbanker Avenue, Newlands East, DURBAN, 4037 - *Madwe*
268. Thabani Bongumusa Mafuleka - 840325 5568 *** - 25 Anricke Place, Cnr Lever Road & Kiaat Street, NOORDWYK, 1687 - *Nsele*
269. Boy Harold Tshilabye - 781220 6074 *** - 516 Temong Section, TEMBISA, 1632 - *Chiloane*
270. Boitumelo Precious Lekgoathi - 011024 0921 *** - 3574 Section D, EKANGALA, 1021 - *Sikhonde*
271. Luyanda Gwala - 030409 6344 *** - House no 020343, INANDA, 4309 - *Ngidi*
272. Hlologelo Eucal Monare - 980528 0662 *** - K 174 Kanana Squater Camp, GERMISTON, 1401 - *Ledwaba*
273. Karabo Utlwile Masilo - 020626 5284 *** - 49 Cassandra Avenue, Bedworth Park, VEREENIGING, 1930 - *Diamond*
274. Mpho April Mohlala - 870530 5213 *** - 6285 Tshivase Street, TSAKANE, 1550 - *Mathe*
275. Kagiso Steveland Mzwandile Modise - 850908 5723 *** - 5529 Section Q, MAMELODI WEST, 0122 - *Chikane*
276. Mmane Matsilili Daniel Kobue - 760610 5504 *** - 3268 Skotishola Section, Tumahole, PARYS, 9581 - *Siphuma*
277. Siphesihle Samkelisiwe Hlongwane - 010626 0309 *** - 27 Maxwell Court, PINETOWN, 3610 - *Mncube*
278. Mthokozisi Sphamandla Ndebele - 890220 5664 *** - 27 Hlobama Street, VRYHEID, 3100 - *Shabangu*
279. Nokwanda Ntinga - 021110 0959 *** - Kwampande, SWEETWATERS, 3201 - *Mahlase*
280. Ofhani Malangusi - 980510 5993 *** - P O Box 41, MANENZHE, 0967 - *Mulangusi*
281. Rotondwa Keneth Neluvhola - 971129 5654 *** - P O Box 1086, RAMOKGOPA, 0811 - *Matima*
282. Sifundo Siphesihle Mahlaba - 940810 5943 *** - 22 Wilfred Smith Street, Lenville, NEWCASTLE, 2940 - *Dlamini*
283. Sithokozeleni Velisile Hlophe - 021229 1159 *** - Private Bag X2251, INGWAVUMA, 3968 - *Mabuyakhulu*
284. Kutlwano Siphesihle Gavin Motswele - 011027 5964 *** - 11978 Eislen Street, DAVEYTON, 1520 - *Masemola*
285. Gomotsegang Mabilo - 000127 5266 *** - M 1713 Pango Camp, MUNSIEVILLE, 1739 - *Moll*
286. Bongane Paulos Mokoena - 740704 5954 *** - 6793 Mountain View, GRASMERE, 1828 - *Magqu*
287. Mziwonke Albert Jnr Mnisi - 000411 5515 *** - 1020 Shimusi Street, Extension 2, VOSLOORUS, 1400 - *Dwera*
288. Gaopalelwe Phora - 990703 0627 *** - 30263 Hlabirwa Street, Extension 10, MAMELODI EAST, 0122 - *Rakgotho*
289. Thabo Frans Maubane - 940715 5361 *** - 1872 Block XX, SOSHANGUVE, 0152 - *Ntshingila*
290. Njabulo Happy Ngwepe - 981208 5524 *** - 602 Brownhill Flat, 14 Pietersen Street, JOUBERT PARK, 2001 - *Seletisha*
291. Teboho Isaac Moaludi - 760320 5422 *** - 365 Mosalakae Street, VILJOENSKROON, 9520 - *Marupelo*
292. Aneesa Oor - 961105 0019 *** - 01 Garrick, Homelite, KIMBERLEY, 8348 - *Abrahams*
293. Ipeleng Johnny Molaba - 930301 5598 *** - D 34 Ncwelengwe Village, KURUMAN, 8460 - *Mannere*
294. Johanah Malusi Mmandli - 910510 0271 *** - 157 Mnyane Street, ALBERTON, 1450 - *Kwakwa*
295. Masibonge Langa - 000530 5794 *** - Mbali, MAPHUMU, 4400 - *Phakathi*
296. Lethabo Marutla - 030710 0855 *** - 249 Block W, SOSHANGUVE, 0152 - *Nkoe*
297. Simphiwe Sherden Novela - 011122 5176 *** - 2423 Phase 1, OUkasie, BRITS, 0250 - *Mahlangu*
298. Tsholofelo Mickey Matonsela - 821013 5692 *** - 711 Extension 1, JOUBERTON, 2574 - *Manyathela*
299. Kgolagano Collin Mahuma - 890713 5424 *** - 63 Hedeira Street, Geelhout Park, RUSTENBURG, 0299 - *Moloko*
300. Tsietsi Solomon Mthanda - 780523 5742 *** - 63 Extension 3, Promosa, POTCHEFSTROOM, 2520 - *Makhene*

301. Petunia Morakane Thebyane - 940923 0020 *** - 12064 Barwa Street, DAVEYTON, 1500 - *Thobejane*
302. Morena Nelson Rooiland - 990315 5811 *** - 2047 Extension 1, Lakeside, ORANGE FARM, 1805 - *Modisenyane*
303. Edwin Bongane Kheswa - 960427 5381 *** - 10363 Harry Gwala, Zamdela, SASOLBURG, 1900 - *Mofokeng*
304. Mpilo Nzaliselo Tshobeni - 900423 5742 *** - Shayamoya, Fortgate, KOKSTAD, 4700 - *Gumede*
305. Onkemetse Precious Nyamane - 000902 0290 *** - 18 B Schut Street, ZEERUST, 2865 - *Tiro*
306. Mojasagae Stephen Selamolela - 800702 5391 *** - 1807 Leseding, BELA-BELA, 0480 - *Hlongwane*
307. Xola Mpendulo Shabangu - 960707 5164 *** - 9896 Ngaleka Street, Extension 3, DOBSONVILLE, 1700 - *Mfusi*
308. Aaron Mdletye - 811125 5422 *** - 3839 Zephania Mothupeng Street, Samora Machel, CAPE TOWN, 7785 - *Sifo*
309. Sandile Siphesihle Mabizela - 920822 5731 *** - 23 Gweneth Garangton Place, DURBAN, 4001 - *Hlatshwayo*
310. Mbuso Khulani Louis Nkosi - 840214 5572 *** - R 417, UMLAZI, 4066 - *Mthembu*
311. Leago Mariba - 010829 5654 *** - 1094 Home 2000, MAHWELERENG, 0626 - *Dambuza*
312. Vuyolwethu Mancu - 910810 0508 *** - Mzimkhulu Area, MZIMKHULU, 3297 - *Mazwi*
313. Suzan Mathapelo Makhaza - 941120 0217 *** - 23533 Mooidraai, Zamdela, SASOLBURG, 1949 - *Nkabinde*
314. Carija Ormer Omar - 031109 0391 *** - 7673 Motsekuwa Location, BETHLEHEM, 9700 - *Hussen*
315. Siyanda Dlamini - 980912 5855 *** - 4895 No, Merrivale, HOWICK, 3291 - *Mdakane*
316. Thuli Cygnet Mqayi - 730208 0985 *** - 1762 Mpunzi Road, Imbali, PIETERMARITZBURG, 3200 - *Masondo*
317. Mduduzi Eric Zakwe - 760915 5333 *** - G 5 Table Mountain Road, Bishopstowe, PIETERMARITZBURG, 3200 - *Ndlovu*
318. Xolani Nicholas Mpanza - 741011 5298 *** - A 66 Savanna Road, Kwa-Debela, CHATSWORTH, 4092 - *Sishi*
319. Pule Cyrial Gaetsietse - 880419 5659 *** - House no 756, Ditshilong, TAUNG, 8584 - *Mosako*
320. Akanyang Agrenancia Polorie - 820207 5659 *** - 1573 A Manjo Street, Zola North, SOWETO, 0100 - *Khunou*
321. Mulisa Shepherd Nemanashi - 850329 5794 *** - Tshikhudini, MUTALE, 0956 - *Maumela*
322. Samuel Rooi Motau - 830505 6553 *** - Stand no 120, VERENA, 0458 - *Mbuli*
323. Vusi Peter Sydney Malaza - 590420 5898 *** - 1712 – 4 Street, BETHAL, 2310 - *Khalishwayo*
324. Themba Abraham Mkhali - 871007 6237 *** - Stand no 3814, Extension 6, KWAZAMOKUHLE, 2300 - *Nkosi*
325. Dennis Tshepang Maeko - 821216 6277 *** - 531 Block KK, SOSHANGUVE, 0152 - *Dichakane*
326. Mahlaya Abraham Sibanyoni - 570707 5706 *** - Stand no 159, Langkloof, VERENA, 0458 - *Mabena*
327. Promise Hlatshwayo - 890814 6029 *** - 9416 Zone 4, Winnie Mandela, KEMPTON PARK, 1620 - *Mkhonto*
328. Kutlwano Lettah Shila - 010329 0897 *** - 866 Pienaars River, BELA-BELA, 0480 - *Ntshudisane*
329. Meko Patrick Galada - 670113 5635 *** - Nququ Area, COFIMVABA, 5380 - *Sibunzi*
330. Sheila Thembi Mlangeni - 871103 0907 *** - 1093 Kunene Street, Rockville, SOWETO, 1860 - *Mathenjwa*
331. Abongile Candani - 940628 5916 *** - 35402 Luma Street, Harare, KHAYELITSHA, 7784 - *Gugwini*
332. Asamele Gqibitole - 940801 5941 *** - 378 Bosasa Mfuleni, SOMERSET WEST, 7129 - *Dlova*
333. Tshepo Kenneth Ngwane - 021104 5548 *** - House no A42, DE AAR, 7000 - *Nkosi*

334. Precious Bonolo Tshesane - 010916 0957 *** - Ga-Pautno, SEKHUKHUNE, 1124 - *Mashilo*
335. Tumelo Nicolous Mmatladi - 940825 5634 *** - 3913 Block L, SOSHANGUVE, 0152 - *Baloyi*
336. Bongane Percy Khumalo - 840511 5427 *** - 509 Lindela Location, VUKUZAKHE, VOLKSRUST, 2470 - *Shabalala*
337. Viwe Mqedazwe - 900702 5337 *** - 39842 Phase 2, Scenery Park, EAST LONDON, 5247 - *Stuurman*
338. Sbongiseni Innocent Shezi - 770825 5990 *** - Ematimatolo, GREYTOWN, 3250 - *Mzila*
339. Lebogane Mathebeleku Makgoba - 910412 1051 *** - 996 Tickyline Village, KEMPTON PARK, 1620 - *Mudau*
340. Celakwande Mthembu - 841003 5081 *** - D 1734 Mpangele Road, Ntuzuma Township, GREYTOWN, 3250 - *Ngubane*
341. Selby Themba Nkambule - 790930 5803 *** - Stand no 1292 – 23, NTOKOZWENI, 1201 - *Inama*
342. Matome Hendrick Masedi - 750226 5493 *** - MOhlaba Cross, LENYENYE, 0857 - *Gaffane*
343. Lelele Gregory Bopape - 630523 5268 *** - House no 5, Kgori Street, POLOKWANE, 0601 - *Lekalakala*
344. Onkgopotse Ofentse Lekotoko - 990615 5492 *** - 1105 Temba, AKASIA, 0118 - *Mahape*
345. Sasabona Clementine Mahlaule - 690709 0351 *** - 1351 Stateng Section, JERICHO, 0189 - *Makhubela*
346. Lutrecia Zuziwe Makhubela - 030106 0512 *** - P O Box 305, HAZYVIEW, 1242 - *Malumane*
347. Xolani Sandiso Ngwenya - 020105 6365 *** - Khula Village, MTUBATUBA, 3935 - *Matenjwa*
348. Hendrick Kgaje Mapoti - 670616 5632 *** - 2146 Bantu Biko Street, Simunye, WESTONARIA, 1719 - *Kgaje*
349. Israel Mlangeni - 680107 5542 *** - Stand no 12225, MSOGWABA, 1301 - *Banda*
350. Jappie Johannes Tshabalala - 680607 6082 *** - 832 Block I, LETLHABILE, 0264 - *Masemola*
351. Kangoate Maria Mafatle - 661225 0507 *** - Kampeng Village, DRIEKOP, 1100 - *Malepe*
352. Mashika Daniel Shongoana - 800601 6037 *** - 86 Carnation Street, PRETORIA, 0186 - *Manyelo*
353. Andiswa Jama - 020525 1093 *** - Ward 8, Dumezulu Location, IZINGOLWENI, 4260 - *Ncane*
354. Nkosikhona Mthokozisi Zikhali - 991010 6366 *** - Thengani Area, KWANGWANASE, 3973 - *Nhlozi*
355. Nevina Roshida Booysen - 030209 0800 *** - 47 Shannon Street, Michausdal, CRADOCK, 5880 - *Meyers*
356. Nomsa Zanele Maziya - 030528 1050 *** - 2125 Makweto Street, Phola Location, BRONKHORSTSPRUIT, 8820 - *Dlamini*
357. Evidence Ben Sekgobela - 950120 6058 *** - Sebateng, ATOK, 0749 - *Malatji*
358. Thusho Alberto Moremi - 811004 5380 *** - House no 10438, Gasese, KURUMAN, 8460 - *Pule*
359. Retselisitsoe Junior Ramolahloane - 990531 5643 *** - 100 Sunnyway, HARTBEESPOORT, 0200 - *Shelile*
360. Mandla Steven Ncosa - 750115 5388 *** - 6032 Grapapple Street, Chief Luthuli Park, BENONI, 1500 - *Ngwenya*
361. Besana Joseph Machika - 810124 5779 *** - 3109 Maghetite Street, ROSSLYN, 0100 - *Masimula*
362. THulani Victor Hadebe - 880102 5361 *** - 1355 Mantengu Street, VOSLOORUS, 1400 - *Mackenzie*
363. Luyanda Lunga Malinga - 020620 0324 *** - B 214 Oak Avenue, Mpophomeni, MERRIVALE, 3290 - *Mchunu*
364. Macala Joseph Thwala - 590910 5573 *** - P O Box 180, HLUHLUWE, 3960 - *Gumede*
365. Motshabi Sam Mahlangu - 590819 5445 *** - 2111 Modimolle Street, Extension 5, Umlonjaneni, TEMBISA, 1600 - *Monkoe*
366. Marius Van Vuuren - 970827 5092 *** - 174 – 4th Avenue, Belmont Park, KRAAIFONTEIN, 7570 - *Louw*
367. Portia Raisebe Ngwaile - 850913 1261 *** - Ga-Mphahlele, LEBOWAKGOMO, 0736 - *Mashoene*

368. Matsobane Isaac Takalo - 850714 5783 *** - Dithabaneng, MPHAHLELE, 0736 - *Mphahlele*
369. Kabelo Tobias Nkosi - 020303 6231 *** - 17 st Andrew Street, Pollar Park, SPRINGS, 1560 - *Mtsweni*
370. Njabulo Nduduzo Dlamini - 930801 5625 *** - E 71 Ntuzuma Township, KWA MASHU, 4359 - *Ndebele*
371. Babalwa Dayimani - 870622 1174 *** - 10372 Tshabo, Block 1, BERLIN, 5660 - *Bobani*
372. Byron Lawah - 020510 6149 *** - 229 Klipheuwel Street, NOUPOORT, 5950 - *Smith*
373. Wilson Thabang Ramong - 900208 6228 *** - Plot 19, Rietvlei, PHOKENG, 0301 - *Selemogo*
374. Kholosa Mncotsho - 971007 1290 *** - 3016 Shayamoya, KOKSTAD, 4700 - *Qina*
375. Freddy Mothiba - 860816 5751 *** - 2647 Extension 1, KATLEHONG, 1431 - *Monyemoratho*
376. Petrus Baloyi - 921012 5525 *** - 2406 Phillip Street, PINETOWN, 1828 - *Sithole*
377. Selinah Baloyi - 891126 0565 *** - 2406 Phillip Street, Finetown, GRASMERE, 1828 - *Sithole*
378. Ramaesele Lucky Mampa - 600328 0331 *** - 56 Ando Lane, GA-MPHAHLELE, 0736 - *Kgoogo*
379. Kabelo Lethabo Mogotlane - 910925 5387 *** - 1889 Mooketsi Street, Motholang, BRITS, 0268 - *Motsepe*
380. Malebo Sarel Masemola - 841209 5465 *** - 3826 Phase 3, Oukasie, BRITS, 0250 - *Mamogobo*
381. Bonginkosi Rupert Gumede - 740611 5372 *** - 01 Impala Road, KINGSBURGH, 4126 - *Bhengu*
382. S'boniso Brian Sokaya - 941004 5793 *** - Nyangwini Area, UMTHWALUME, 4186 - *Cele*
383. Mxolisi Gcina Dlamlenze - 980808 5682 *** - Masangwenamyama Area, NQUTU, 3135 - *Ntombela*
384. Thamsanqa Rani - 901211 5567 *** - Esikhudo Location, HARDING, 4680 - *Mbotho*
385. Hlomo Henry Makgobatlou - 811014 5534 *** - 756 Sphiwe Village, DOBSONVILLE, 1868 - *Sefara*
386. Aletta Mhlongo - 960630 0325 *** - 3252 Zone 3, PIMVILLE, 1700 - *Kekane*
387. Sandile Tsotetsi - 011105 5291 *** - 1344 Zondi 1, SOWETO, 1717 - *Makhubu*
388. Siyabonga Mncube - 010122 5605 *** - 11532 A Mji Street, ORLANDO WEST, 1710 - *Mdakane*
389. Khensani Debra Dzingwa - 810520 0477 *** - 60 The Oval, 2000 Gardner Avenue, VEREENIGING, 1930 - *Mhlongo*
390. Mojalefa Lawrence Moshate - 940706 5312 *** - E 950 Masosobane Section, PHOKENG, 0335 - *Senne*
391. Pradhil Koball - 910401 5122 *** - 20 Hoeking Road, PIETERMARITZBURG, 3200 - *Thakur-Rajbansi*
392. Thresho Bolton Makuwa - 980810 5605 *** - 370 Extension 2, BURGERSFORT, 1150 - *Mohlala*
393. Thapelo Phillip Mathe - 780407 5693 *** - 75 / 5 Small Farm, EVATON, 1900 - *Mosala*
394. Keitumetse Mokhaloane - 950831 0173 *** - 51492 Dubula Drive, SHAPEVILLE, 1928 - *Kambula*
395. Benjamine Franscios Kamohelo Rolsen - 010723 5551 *** - 16 Smuts Avenue, Cheqens Chambers, VEREENIGING, 1930 - *Makonyane*
396. Ripfumelo Ngobeni - 011001 1803 *** - 238 Homu 14 C, GIYANI, 0826 - *Mabaso*
397. Gloria Lerasa - 980320 1460 *** - 53150 Phase 3, BLOEMFONTEIN, 9300 - *Mabita*
398. Lethabo Mabusu - 021203 0168 *** - 137 Amatungulu Street, Esther park, KEMPTON PARK, 1619 - *Hoho*
399. Oustin Request Dibakoane - 011101 6308 *** - P O Box 9314, BUSHBUCKRIDGE, 1280 - *Mthetho*
400. Thandi Boy - 010223 1221 *** - KC 2261, Samora Machel, CAPE TOWN, 7520 - *Taylor*

401. Simanga Lindani Khaba - 010828 5647 *** - Thelezini Area, NQUTU, 3135 - *Makhoba*
402. Thokozani Innocent Ntuli - 020821 5452 *** - A 2799 Gagasi Road, INANDA, 4310 - *Mtanti*
403. Sifundo Mbanjwa - 020614 1314 *** - Ntsikeni, CREIGHTON, 3263 - *Xaba*
404. Banele Thabo Lionel Ndwandwe - 030701 6167 *** - B 1868, Section 2, MADADENI, 2981 - *Mwelase*
405. Mantombazana Sibande - 021202 0956 *** - 40 Motetema, MOTETEMA, 0473 - *Khoza*
406. Cherithy Nelisiwe Lubisi - 030731 0566 *** - P O Box 143, SIDLAMAFA, 1332 - *Pilson*
407. Khethokuhle Shude - 030513 5931 *** - 547 Transit Camp, UMLAZI, 4001 - *Mdladla*
408. Kabelo Johannes Monyepao - 031110 6286 *** - 278 block V, Odi, MABOPANE, 0152 - *Makgata*
409. Neliswa Xaba - 021128 0708 *** - Hlazakazi Area, NQUTU, 3135 - *Ngobese*
410. Pule Kekana - 910316 5655 *** - Stand no 3763, HAMMANSKRAAL, 0400 - *Tshukudu*
411. Thulani Leonard Ndinisa - 840320 5381 *** - 3216 Extension 22, BETHAL, 2310 - *Nkosi*
412. Siphesihle Mxolisi Mfeka - 801001 5673 *** - 11 Vlasivear Avenue, PIETERMARITZBURG, 3200 - *Nxele*
413. Joshua Nathaniel Shimansky - 970403 5114 *** - 19 Bland Ford Close, LONDON, N20Dh - *Handler*
414. Onkarabetsa Constance Molmah - 760915 1070 *** - 362 Maruting, KURUMAN, 8690 - *Moolman*
415. Joseph Tsietshi Chauke - 800805 5905 *** - J 12 Carousel View, HAMMANSKRAAL, 0407 - *Baloyi*
416. Sibusiso Gift Magazi - 970531 5791 *** - 4053 J William Street, NIGEL, 1496 - *Ntuli*
417. Thembinkosi Eezy Nhleko - 961206 5572 *** - 2725 A Cimela Street, ZOLA, 1868 - *Kunene*
418. Keorapetse Joseph Safiti - 720608 6085 *** - 20051 Moshawane, MAHIKENG, 2745 - *Pilane*
419. Lungile Petunia Masinga - 930417 0135 *** - E 719 Thembathabethe Road, UMLAZI, 4001 - *Shoba*
420. Nkosikhona Shon Zondo - 010706 6138 *** - Rookdale, BERGVILLE, 2350 - *Radebe*
421. Siphesihle Mfundo Shezi - 020625 5209 *** - 13 Princess Magrat, LADYSMITH, 3370 - *Mlambo*
422. Mthobisi Thamsanqa Mathenjwa - 040621 6356 *** - Mvelabulha, KWANGWAVUMA, 3973 - *Nsele*
423. Nokuthula Lizzy Zikhali - 940116 1119 *** - Mabibi Area, MBAZWANA, 3974 - *Mpontshana*
424. Kwanele Sgubudu - 950905 6612 *** - 1241 Niemand Road, BUHLE PARK, 1401 - *Khumalo*
425. Limnandi Njanjala - 010515 6056 *** - Bolotwa Area, IDUTYWA, 5001 - *Ndikinda*
426. Lindokuhle Thapelo Nyawose - 021016 5826 *** - Molazi Location, IZINGOLWENI, 4260 - *Mqadi*
427. Asanda Thulani Caluza - 021113 5770 *** - Ward 03, St Faiths, UMZUMBE, 4225 - *Cele*
428. Noluthando Maphanga - 981202 1223 *** - Kwa-Pata, Unit 30, PIETERMARITZBURG, 3200 - *Dlomo*
429. Thabo Joseph Mosese - 740801 5504 *** - 372 Relebogile Street, Ga-Mogale, MAGALIESBURG, 1739 - *Nkgase*
430. Ndivhuweni Nethengwe - 860329 5452 *** - Tshikhudini, THOHOYANDOU, 0950 - *Tshivhilinge*
431. Thulani Charles Ndhlovu - 900610 5586 *** - 3188 Ekangala H, BRONKHORSTSPRUIT, 1021 - *Tlou*
432. George Sipho Matlala - 700524 5359 *** - Stand no 97, RDP Section, KWAMHLANGA, 1022 - *Msiza*
433. Sipho Aric Mbonambi - 751008 5611 *** - 040137 Ngwele Road, Kwanqetho, HILLCREST, 3610 - *Nxumalo*
434. Seun Brian Mametja - 770709 5784 *** - P O Box 836, LENYENYE, 0857 - *Malebama*

435. Nqobani Zitha - 011001 6513 *** - Kwamasondo, KWANGWANASE, 3973 - *Malinga*
436. Nokulunga Madonda - 030611 0939 *** - P O Box 119, BULWER, 3244 - *Mkhize*
437. Siyabonga Nhlapo - 030303 7444 *** - House no 1348, Immik street, Zone1, Diepkloof, 1800 - *Mtewa*
438. Nkanyiso Swazi Shabalala - 020815 5554 *** - No 4, Schoon street, Ladysmith, 3370 - *Sibisi*
439. Nontethelelo Molefe - 020808 1280 *** - Mbaliyezwe arera, Pietermaritzburg, 3200 - *Zondi*
440. Finias Mfundu Ndala - 020219 5829 *** - No 261R, Ext 5, Rethabiseng, Bronkhorstspuit, 1026 - *Mabena*
441. Nonhlanhla Shange - 030126 1246 *** - Swampu location, Impendle, 3227 - *Mndaweni*
442. Kabelo Junior Masenya - 000605 6233 *** - Skirleck area, Mamelodi, 0122 - *Maboea*
443. Mthokozisi Msiza - 010120 6146 *** - Stand no 101, Magukubjane village, Groblersdal, 1057 - *Mahlangu*
444. Elphas Mduduzi Maluleka - 030202 5646 *** - No 53, Phooko, Dennilton, 1030 - *Mnisi*
445. Sipho Welem - 010715 6274 *** - No 2, Pende street, Delft, 7100 - *Dwangu*
446. Lucky Mokwena - 001121 6074 *** - No 693, Mlotshwa street, Ext 2, Rethabiseng, 1026 - *Kabini*
447. Siphesihle Velani Ndawonde - 030914 5830 *** - Ewela are, Mahlabathini, 3865 - *Mzolo*
448. Ntokozo Gumede - 030104 6170 *** - Nkundusi area, Mtubatuba, 3935 - *Mkhwanazi*
449. Sive Mkhambi - 020206 6403 *** - Cafutweni area, Willowvale, 5040 - *Mpayipheli*
450. Xolani Ndlovu - 990513 6088 *** - Stand no 2988, Emyindini trust, Barberton, 1300 - *Sibiya*
451. Mathudi Kwezi Malesela - 030416 0231 *** - No 5, Impala street, Golfview, Mafikeng, 2745 - *Mutloane*
452. Fhulufhelo Mokwena - 030217 6355 *** - Lambani area, Thohoyandou, 0950 - *Mutwanamba*
453. Njabulo Jiyane - 020106 5831 *** - Stand no 2664, Kwaggafontein, 0458 - *Msimanga*
454. Kelebogile Palesa Ngubeni - 021103 0875 *** - Stand no 695/14, Mogadin, Ikageng, Potchefstroom, 2531 - *Nakedi*
455. Ayanda Mjwara - 020820 0796 *** - Mqasheni area, Himeville, 3256 - *Ngcingane*
456. Rolivhuwa Munyai - 971213 6085 *** - Muramba area, Tshipako, Makonde, 0984 - *Nekhubvi*
457. Sanele Nqubeko Msweli - 030818 6243 *** - Baswazini area, Mtubatuba, 3935 - *Nkalanga*
458. Nothando Sukati - 000616 1383 *** - Stand no 1341, Sehlakwani, 1047 - *Mota*
459. Buhle Nkosi - 991128 0926 *** - Stand no 016646, Msogwaba, Nelspruit, 1215 - *Gama*
460. Sabelo Nkanyiso Madonsela - 961010 6608 *** - Olakeni area, Mbazwana, 3974 - *Nsele*
461. Keabetswe Nkululeko Sejobe - 030428 5999 *** - No 12 willows, Corlett drive, Corlett gardens, johannesburg, 2090 - *Rapetswane*
462. Khomotso Kenny Thulare - 920327 5561 *** - No 7256, Ext 6, Bela bela, 0480 - *Manganye*
463. David Tshokolo Motswalagoro - 790211 5685 *** - No 67, 4th street, Warrenvale, Warrenton, 8530 - *Hoogstander*
464. Neo Kaho Modibedi - 950928 5102 **** - Unit 1072, Block 108, Kikugu waterfall, Midrand, 2066 - *Maponyane*
465. Lerato Magano - 800820 5402 *** - No 380B, Thutlwa street, Soweto, 1852 - *Mosate*
466. Makgale Oupa Mashilangwako - 910813 5525 *** - Stand no MC 468, Dipakapakeng area, Tafelkop, 0474 - *Rankwe*
467. Phomelelo Letshite Makaba - 011029 5996 *** - Maila-mapitsane, Sekhukhune, 1124 - *Kgwete*

468. Lindokuhle Nonhlanhla Mtsweni - 980714 0950 *** - No 672, Ramokgetsane, Siyabuswa, 0472 - *Mthombeni*
469. Zamani Zakhele Mbuyazi - 900203 5520 *** - Mbonambi area, Richards bay, 3900 - *Mkhwanazi*
470. Thabiso Maleke - 931127 5298 *** - No 2742, Rolong street, Naledi ext, Soweto, 1868 - *Mnyamana*
471. Sibongile Liezell Mzilikazi - 940204 0812 *** - No 68, Mmanotshe view, Hebron, 0196 - *Hlatshwayo*
472. Melokuhle Conquer Nkosi - 890706 5753 *** - No 54, Mimosa drive, Mtunzini, 3867 - *Manyoni*
473. Khomotoj Masemola - 990519 5610 *** - Mashoanyaneng area, Masemola, 1060 - *Moshidi*
474. Lerato Portia Magagula - 890223 0419 *** - No 1006 A, Ngwenya street, Orlando west, Soweto, 1804 - *Matlhare*
475. Nkateko Eugene Mokoena - 820731 5455 *** - No 497, Cnr manefish and manhadern, Waterspruit, Alberton, 1449 - *Maluleke*
476. Atlegang Molefe - 960706 5137 *** - No 1362, Block c, Soshanguve, 0152 - *Kekana*
477. Sipelele Tshangana - 910506 6094 *** - No 04, Sand olive, Richards bay, 3900 - *Tame*
478. Akanyang Kesenogile - 860219 5578 *** - No 991, Moscon tigane, Klerksdorp, 2600 - *Lekgetho*
479. Khotsofolang Makolometsi - 021215 6118 *** - Mphakane area, Matatiele, 4730 - *Sefehle*
480. Immanuel Cavin Sgudy - 040210 6301 *** - No 1520, Dlamini D, Badplaas, 1190 - *Nkosi*
481. Katlego Johannes Mdluli - 971222 5681 *** - No 781, Block v, Soshanguve, 0152 - *Mongwe*
482. Mpumelelo Wonderboy Mdluli - 000318 5182 *** - Azalea location, Pietermaritzburg, 3201 - *Dlamini*
483. Nqobile Sphephelo Ngcobo - 940419 5903 *** - Gomane location, Mpendle, 3227 - *Mlotshwa*
484. Siphokuhle Bente - 030610 6020 *** - Dikidikana location, Ext 11, Middledrift, 5685 - *Kumkani*
485. Refentse Trevor Hlatshwayo - 001003 6368 *** - Stand no 9877, Ext 6, Qalabotsha, Middelburg, 1050 - *Moganedi*
486. Sibabalo Magabuko - 021013 6084 *** - Woode house area, Cofimvaba, 5380 - *Dlakiya*
487. Mokgadi Lesina Masebe - 010414 1308 *** - Indermark area, Bochum, 0790 - *Sebola*
488. Ayanda Khumalo - 011210 0920 *** - Lenjane area, Vryheid, 3100 - *Mbatha*
489. Amanda Zondi - 010403 1205 *** - Ntembisweni area, Greytown, 3250 - *Nene*
490. Welcome Makhubela - 020625 6260 *** - Violetbank, Mapulaneng, 1256 - *Marule*
491. Dikeledi Maseko - 040220 0538 *** - House no 7991, Turtle dove street, Daveyton, 1520 - *Lefika*
492. Lindokuhle Ndlovu - 020124 6200 *** - Chwezi area, Nkandla, 3855 - *Mthimkhulu*
493. Thabiso Kubheka - 030403 6340 *** - No C1216, Osizwe, 2952 - *Mhlophe*
494. Yaseen Maulid - 030321 5733 *** - No 19/962, Dorothy zihlangu street, Mandela park, Cape town, 7784 - *Mofokeng*
495. Sinogugu Luthuli - 001208 0955 *** - No E 152, Themba thabethe road, Umlazi, 4031 - *Cele*
496. Loyiso Ishmael Mtlomelo - 911211 5993 *** - House no 80, Plain street, Johannesburg, 2198 - *Ntobela*
497. Siphelele Twala - 960214 6195 *** - Elundini area, Mount fletcher, 4770 - *Mpithi*
498. Mlungisi Alex Masango - 020510 6288 *** - Dwarsrand area, Dwarsrand, 3150 - *Mvubu*
499. Morufa Lydia Ramoloto - 800413 0029 *** - Stand no 220, Mphogodiba, Ga-molepo, Mankweng, 0732 - *Rasehlo*
500. Qoniso Zakhele Mbatha - 000804 6222 *** - No E1697, Mbokodo road, Ntuzuma, 4395 - *Ntshangase*
501. Esethu Mtolo - 020824 6027 *** - Mbangweni area, Ward 5, Harding, 4680 - *Mbuthuma*

502. Mbuso Andile Mntungwa - 010807 6227 *** - Sijozini area, Msinga, 3010 - *Funeka*
503. Pontsho Ramolefo - 021008 5122 *** - Tgickyline area, Naphuno, TZANEEN, 0857 - *Mametja*
504. Mandisa Fortunate Gumede - 020803 0507 *** - Area 4, Danganya, Ilfracombe, UMKOMAAS, 4170 - *Dube*
505. Siyabonga Siphosethu Nkosi - 980922 6387 *** - No 1074, Unit BB, Imbali, PIETERMARITZBURG, 3201 - *Nyoka*
506. Stompie Sannah Ngqongoa - 690105 0596 *** - No 23924, Ext 14, KANANA, 2619 - *Nqunqa*
507. Harold Kagiso Sebotsane - 820104 5542 *** - No 129, Unit D, Kholofelo stret, TEMBA, 0407 - *Moumakoe*
508. Unarine Christopher Bulasigogo - 040330 5847 *** - 5380 Extension 24, Olleventhoutbosch, CENTURION, 0187 - *Masiba*
509. Sechaba Godfrey Tsaoane - 740913 5356 *** - your wife - Mapheko Julia Rasekoai - 750722 0269 *** - and two minor children - Diteboho Godfrey Tsaoane - 090703 5136 *** - Karabo Angela Tsaoane - 071002 0556 *** - House 1112, Manyatseng, LADYBRAND, 9745 - *Chaka*
510. Nosipho Ndlovu - 901030 1272 *** - and two minor children - Mxolisi Ndlovu - 090620 6462 *** - Asimbonge Ndlovu - 150911 6223 *** - Nhlezuka Area, RICHMOND, 3782 - *Mkhize*
511. Richard Motlogelwa Maumakwe - 760205 6009 *** - your wife - Kefilwe Maumakwe - 811213 0520 *** - and two minor children - Rethabile Maumakwe - 040611 5369 *** - Rebaone Maumakwe - 150526 5474 *** - No 5, Varing street, Homelake, RANDFONTEIN, 1759 - *Masoabi*
512. Poamoraka Christopher Malata - 620317 5759 *** - your wife - Molekwane Stephina Malata - 790425 0576 *** - and two minor child - Mamogale Mahlako Malata - 100519 1156 *** - Kgopotso Itumeleng Malata - 190802 5153 *** - No 6369, Mayfield, DAVEYTON, 1520 - *Sekhukhuni*
513. Mankoane Shirley Makgolane - 960330 0523 *** - and minor child - Boitshepi Lashaunell Makgolane - 150616 1272 *** - Stand no 057, Ga-Malekana, Ngwaabe, JANE FURSE, 1058 - *Malekana*
514. Patricia Katlego Mvana - 840621 0486 *** - and two minor children - Tlotlo Karabo Mvana - 130215 1419 *** - Phemelo Mvana - 140703 1339 *** - House no 643, Disaneng, MAFIKENG, 2745 - *Modise*
515. Steve Kemiso Konyana - 710328 5682 *** - your wife - Ntshiuwa Anna Konyana - 790313 0599 *** - and a minor child - Lesego Konyana - 050424 5576 *** - House no 223, Zone 6, Ext 5, SEBOKENG, 1984 - *Ralitsela*
516. Tshomarelo Yvonne Mentore - 920328 0728 *** - and a minor child - Boago Mentore - 140704 5438 *** - Stand No T60, Tswelopele Section, Magojaneng, KURUMAN, 8460 - *Molehane*
517. Andiswa Mkalipi - 940808 1343 *** - and minor child - Minothando Mkalipi - 150616 0666 *** - No 2260, Msimbithi Street, PORT ALFRED, 6170 - *Saki*
518. Phumza Mandletyana - 881216 1497 *** - and a minor child - Oluthando Mandletyana - 121115 6096 *** - Mbutuma Place, Time Housing Location, ENGCOBO, 5050 - *Vabaza*
519. Ntombizethu Mzize - 850311 0507 *** - and two minor children - Anelisa Thandiswa Mzize - 021111 1163 *** - Simangele Sinenhlanhla Mzize - 070401 0194 *** - Stand no c 1830, UMLAZI, 4031 - *Majola*
520. Musawenkosi Emmanuel Ndlovu - 801017 5636 *** - and two minor children - Uyanda Ndlovu - 080310 1246 *** - Ayanda Ndlovu - 130303 1017 *** - No F 940, Dassenhoet, Milkyway, MARIANHILL, 3610 - *Khumalo*
521. Maria Pertunia Sekgobela - 870120 1062 *** - and two minor children - Tumelo Eric Sekgobela - 060925 5396 *** - Lebone Fortunate Sekgobela - 080306 0737 *** - Stand no C 0140, Santeng village, HOEDSPRUIT, 1380 - *Raseona*
522. Mbuso Dahile - 801227 5611 *** - your wife - Thandeka Cynthia Philile Dahile - 840219 0556 *** - and four minor children - Nokuphiwe Dahile - 020922 0552 *** - Kuhlekonke Dahile - 100409 1040 *** - Nonkazimulo Dahile - 110225 0424 *** - Sinazononke Dahile - 141120 0609 *** - Stand no 2212, Kwamakhutha, AMANZIMTOTI, 4126 - *Ngcongco*
523. Vusi Patrick Mbuyisa - 700814 5502 *** - and your wife - Nomsa Valentia Mbuyisa - 731010 1934 *** - House no 2727, Moloi stand, BLAUUBOSH, 2952 - *Thusi*
524. Morufa Lydia Ramoloto - 800413 0029 *** - One Minor Child - Mmakoto Confidence Ramoloto - 190723 0361 *** - Stand no 220, Maripathekong village, Ga- molepo, mamkweng, 0732 - *Rasehlo*
525. Denzil Daniel Pietersen - 850902 5143 *** - your wife - Charon Wilma Pietersen - 860611 0226 *** - and two minor children - Danelle Pietersen - 180404 1125 *** - Chinéle Rochelle Pietersen - 070412 0248 *** - Rainbow area, Worcester, 6849 - *Pieterse*

SOUTH AFRICAN REVENUE SERVICE

NO. 1843

4 March 2022

DETERMINATION OF THE DAILY AMOUNT IN RESPECT OF MEALS AND INCIDENTAL COSTS FOR PURPOSES OF SECTION 8(1) OF THE INCOME TAX ACT, 1962 (ACT NO. 58 OF 1962)

By virtue of the powers vested in me by section 8(1)(a)(ii) of the Income Tax Act, 1962 (Act No. 58 of 1962), I, Edward Christian Kieswetter, Commissioner for the South African Revenue Service, hereby determine the maximum amount for expenditure in respect of meals and incidental costs for purposes of section 8(1)(a)(ii)(aa) of the Act to be R152 per day.

The amount determined in this notice applies in respect of years of assessment commencing on or after 1 March 2022.



E C KIESWETTER
COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE

SUID-AFRIKAANSE INKOMSTEDIENS

NO. 1843

4 Maart 2022

BEPALING VAN DAAGLIKSE BEDRAG TEN OPSIGTE VAN ETES EN TOEVALLIGE UITGAWES VIR DOELEINDES VAN ARTIKEL 8(1) VAN DIE INKOMSTEBELASTINGWET, 1962 (WET NO. 58 VAN 1962)

Kragtens die bevoegdheid aan my verleen deur artikel 8(1)(a)(ii) van die Inkomstebelastingwet, 1962 (Wet No. 58 van 1962), bepaal ek, Edward Christian Kieswetter, Kommissaris van die Suid-Afrikaanse Inkomstediens, hiermee die maksimum bedrag vir uitgawes ten opsigte van etes en toevallige uitgawes vir doeleindes van artikel 8(1)(a)(ii)(aa) van die Wet, as R152 per dag.

Die bedrag in hierdie kennisgewing bepaal is van toepassing ten opsigte van jare van aanslag wat op of na 1 Maart 2022 begin.

E C KIESWETTER
KOMMISSARIS VAN DIE SUID-AFRIKAANSE INKOMSTEDIENS

TSHUMELO YA MBUELO YA AFRIKA TSHIPEMBE**U TA MUTENGO WA DUVHA NGA DUVHA WA ZWILIWA NA ZWI SONGO LAVHELELWAHO HU TSHI ITELWA KHETHEKANYO 8(1) YA MULAYO WA MUTHILO WA MBUELO WA, 1962 (MULAYO WA NOMBORO 58 WA 1962)**

U ya nga maanda e nda hwedzwa kha khethekanyo 8(1)(a)(ii) ya Mulayo wa Muthelo wa Mbuelo wa, 1962 (Mulayo wa Nomboro. 58 wa 1962), nne, Edward Christian Kieswetter, Mukhomishinari wa Tshumelo ya Mbuelo ya Afrika Tshipembe, ndi ta mutengo muhulwanesa une wa tea u shumiswa nga muthu zwi tshi elana na zwiliwa na zwi songo lavhelelwaho hu tshi itelwa khethekanyo 8(1)(a)(ii)(aa) ya wonoyo mulayo u vha R152 nga duvha.

Mutengo wo tiwaho kha iyi ngivhadzo u shuma zwi tshi elana na minwaha ya asesimennde ine ya do thoma nga, kana nga phanda ha la 1 Thafamuhwe 2022.

E C KIESWETTER**MUKHOMISHINARI WA TSHUMELO YA MBUELO YA AFRIKA TSHIPEMBE**

UPHIKO LWEZIMALI EZINGENAYO ENINGIZIMU AFRIKA**UKUBEKWA KWESAMBA SOSUKU MAYELANA NOKUDLA NEZINDLEKO
EZIVELAYO NGEHLOSO YESIGABA 8(1) SOMTHETHO WENTELA
YEMIVUZO, KA-1962 (UMTHETHO ONGUNOMBOLO. 58 KA-1962)**

Ngokwamandla engiwanikiwe ngokwesigaba 8(1)(a)(ii) soMthetho WeNtela YemiVuzo ka-1962 (UMthetho onguNombolo. 58 ka-1962), mina, Edward Christian Kieswetter, uKhomishana Wophiko Lwezimali Ezingenayo Eningizimu Afrika, ngibeka isamba esiphezulu esinqunyiweyo esizosetshenziswa mayelana nokudla nezindleko ezivelayo ngenhloso yesigaba 8(1)(a)(ii)(aa) ukuba sibe ngu-R152 ngosuku.

Isamba esibekiwe lapha kulesi saziso siqala ukusebenza kusukela ngomhlaka-1 kuNdasa 2022.

E C KIESWETTER
UKHOMISHANA WOPHIKO LWEZIMALI EZINGENAYO ENINGIZIMU AFRIKA

SOUTH AFRICAN REVENUE SERVICE

NO. 1844

4 March 2022

DETERMINATION OF THE DAILY AMOUNT IN RESPECT OF MEALS AND INCIDENTAL COSTS FOR PURPOSES OF SECTION 8(1) OF THE INCOME TAX ACT, 1962 (ACT NO. 58 OF 1962)

By virtue of the powers vested in me by section 8(1)(c)(ii) of the Income Tax Act, 1962 (Act No. 58 of 1962), I, Edward Christian Kieswetter, Commissioner for the South African Revenue Service, hereby determine in the Schedule hereto the amounts which shall be deemed to have been actually expended by a person in respect of meals and incidental costs for the purposes of section 8(1)(a)(i)(bb) of that Act.

The amounts determined in this notice apply in respect of years of assessment commencing on or after 1 March 2022.

**EC KIESWETTER****COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE**

SCHEDULE

1. Unless the context otherwise indicates, any word or expression to which a meaning has been assigned in the Income Tax Act, 1962, bears the meaning so assigned.
2. The following amounts will be deemed to have been actually expended by a recipient to whom an allowance or advance has been granted or paid—
 - (a) where the accommodation, to which that allowance or advance relates, is in the Republic and that allowance or advance is paid or granted to defray—
 - (i) incidental costs only, an amount equal to R152 per day; or
 - (ii) the cost of meals and incidental costs, an amount equal to R493 per day; or
 - (b) where the accommodation, to which that allowance or advance relates, is outside the Republic and that allowance or advance is paid or granted to defray the cost of meals and incidental costs, an amount per day determined in accordance with the 'Table: Daily Amount for Travel Outside the Republic' under Notice 268 published in *Government Gazette* No. 42258 dated 1 March 2019.

SUID-AFRIKAANSE INKOMSTEDIENS

NO. 1844

4 Maart 2022

**BEPALING VAN DAGTOELAE TEN OPSIGTE VAN ETES EN TOEVALLIGE
UITGAWES VIR DOELEINDES VAN ARTIKEL 8(1) VAN DIE
INKOMSTEBELASTINGWET, 1962 (WET NO. 58 VAN 1962)**

Kragtens die bevoegdheid aan my verleen deur artikel 8(1)(c)(ii) van die Inkomstebelastingwet, 1962 (Wet No. 58 van 1962), bepaal ek, Edward Christian Kieswetter, Kommissaris van die Suid-Afrikaanse Inkomstediens, hiermee in die Bylae hierby die bedrae wat geag word werklik deur 'n persoon aangegaan te gewees het ten opsigte van etes en toevallige uitgawes by die toepassing van artikel 8(1)(a)(i)(bb) van daardie Wet.

Die bedrae in hierdie kennisgewing bepaal is van toepassing ten opsigte van jare van aanslag wat op of na 1 Maart 2022 begin.

EC KIESWETTER
KOMMISSARIS VAN DIE SUID-AFRIKAANSE INKOMSTEDIENS

BYLAE

1. Tensy uit die samehang anders blyk, dra enige woord of uitdrukking waaraan 'n betekenis in die Inkomstebelastingwet, 1962, toegeskryf is die betekenis aldus daaraan toegeskryf.

2. Die volgende bedrae word geag werklik deur 'n ontvanger aan wie 'n toelae of voorskot toegestaan of betaal is, aangeaan te wees—

(a) waar die verblyf waarop die toelae of voorskot betrekking het in die Republiek is en daardie toelae of voorskot betaal of toegestaan is —

(i) om slegs toevallige uitgawes te bestry, 'n bedrag gelyk aan R152 per dag; of

(ii) om die koste van etes en toevallige uitgawes te delg, 'n bedrag gelyk aan R493 per dag ; of

(b) waar die huisvesting waarop daardie toelae of voorskot betrekking het, buite die Republiek is en daardie toelae of voorskot betaal of toegestaan word om die koste van etes en toevallige uitgawes te bestry, 'n bedrag per dag bepaal ooreenkomstig 'Tabel A: Daaglikse bedrag vir reise buite die Republiek' in Kennisgewing 268 gepubliseer in *Staatskoerant* No. 42258 gedateer 1 Maart 2019.

TSHUMELO YA MBUELO DZA AFRIKA TSHIPEMBE

**U TA MUTENGO WA DUVHA NGA DUVHA ZWI TSHI ELANA NA ZWILIWA
NA MITENGO YA NDEME HU TSHI ITELWA KHETHEKANYO 8(1) YA
MULAYO WA MUTHILO WA MBUELO WA, 1962 (MULAYO WA NOMBORO
58 WA 1962)**

U ya nga maanda e nda hwedzwa kha khethekanyo 8(1)(c)(ii) ya Mulayo wa Muthelo wa Mbuelo wa, 1962 (Mulayo wa Nomboro. 58 wa 1962), nne, Edward Christian Kieswetter, Mukhomishinari wa Tshumelo ya Mbuelo ya Afrika Tshipembe, ndi ta kha Shedu lu ya heli linwalo mitengo ine ya tea u shumiswa nga muthu zwi tshi elana na zwiliwa na mitengo ya zwi songo lavhelelwaho hu tshi itelwa khethekanyo 8 (1)(a)(i)(bb) ya wonoyo mulayo.

Mitengo ye ya tiwa kha iyi ndivhadzo i shuma zwi tshi elana na minwaha ya asesimennde ine ya do thoma nga la 1 Thafamuhwe 2022.

EC KIESWETTER

MUKHOMISHINARI WA TSHUMELO YA MBUELO YA AFRIKA TSHIPEMBE

SHEДУЛУ

1. Nga nḡḡa ha musi zwo sumbedzwa nga inwe nḡḡa ipfi linwe na linwe lo netshedzwaho ṡhalutshedzo kha Mulayo wa Muthelo wa Mbuelo wa, 1962, lo hwala ṡhalutshedzo yo netshedzwaho.
2. Mitengo i tevhelaho i ḡḡo dzhiwa sa yo shumiswaho nga mutanganedzi we a netshedzwa gavhelo kana tshedele ine ya netshedzwa kana u badelwa phanda ha u bva lwendo —
 - (a) hune vhudzulo, hune gavhelo kana tshedele ine ya badelelwa phanda ya elana naho, havha kha Riphabuḡiki, na gavhelo kana tshedele ine ya badelelwa phanda ya badelwa kana u netshedzwa ya shumiswa kha—
 - (i) mitengo ya zwi songo lavhelelwaho, mutengo une wa lingana na R152 nga ḡḡvha; kana
 - (ii) mutengo wa zwiliwa na mitengo ya zwi songo lavhelelwaho, mutengo une wa lingana na R493 nga ḡḡvha; kana
 - (b) hune vhudzulo, hune gavhelo kana tshedele ine ya badelelwa phanda ya elana naho, ha vha nga nḡḡa ha Riphabuḡiki, na gavhelo kana tshedele ine ya badelelwa phanda ya badelwa u shumiswa kha mitengo ya zwiliwa na mitengo ya zwi songo lavhelelwaho, mutengo nga ḡḡvha wo tiwaho u ya nga 'Thebuḡu: Mutengo wa ḡḡvha nga ḡḡvha wa uya nḡḡa ha Riphabuḡiki' kha Ndivhadzo 268

yo ñivhadzwaho kha *Gurannḁa ya Muvhuso* ya Nomboro ya 42258
ya 1 Ṭhafamuhwe 2019.

UPHIKO LWEZIMALI EZINGENAYO ENINGIZIMU AFRIKA**UKUBEKWA KWAMANANI OSUKU MAYELANA NOKUDLA NEZINDLEKO
EZIVELAYO NGENHLOSO YESIGABA 8(1) SOMTHETHO WENTELA
YEMIVUZO, KA-1962 (UMTHETHO ONGUNOMBOLO. 58 KA-1962)**

Ngokwamandla engiwanikiwe ngokwesigaba 8(1)(c)(ii) soMthetho WeNtela YemiVuzo ka-1962 (UMthetho onguNombolo. 58 ka-1962), mina, Edward Christian Kieswetter, uKhomishana Wophiko Lwezimali Ezingenayo Eningizimu Afrika, ngibeka kwiSheduli elapha amanani azosetshenziswa ngumuntu mayelana nokudla nezindleko ezivelayo ngenhloso yesigaba 8(1)(a)(i)(bb) somthetho.

Amanani abekiwe lapha kulesi saziso aqala ukusebenza kusukela ngomhlaka-1 kuNdasa 2022.

EC KIESWETTER**UKHOMISHANA WOPHIKO LWEZIMALI EZINGENAYO ENINGIZIMU AFRIKA**

ISHEDULI

1. Ngaphandle uma isimo sichaza, noma yiliphi igama noma isisho esinikezwe incazelo kuMthetho WeNtela YemiVuzo, ka-1962, siqukethe leyo ncazelo esiyinikiwe.
2. Lawa manani alandelayo azothathwa njengalawo asetshenziswe owamukeliswayo lowo imali noma isamba esithile osinikwe noma esikhokhwe kuye—
 - (a) uma indawo yokuhlala, lapho lesosibonelelo noma isamba sibhekiswe khona, ikwiRiphabhulikhi noma lesosibonelelo noma isamba sikhokhwe khona noma sinikelwe ukukhokhwa—
 - (i) izindleko ezivelayo kuphela, inani elilingana no-R152 ngosuku; noma
 - (ii) izindleko zokudla nezindleko zokungalindelekile, inani elilingana no-R493 ngosuku; noma
 - (b) uma indawo yokuhlala, lapho isibonelelo noma isamba sibhekiswe khona, ingaphandle kweRiphabhulikhi, inani ngosuku elibekwe kwitafula 'ITafula: Inani Losuku Lokuhambela Ngaphandle KweRiphabhulikhi' elishicilelwe *kwiPhephandaba likaHulumeni* yenombolo 42258 ngomhlaka 1 kuNdasa 2019.

DEPARTMENT OF SPORTS, ARTS AND CULTURE

NO. 1845

4 March 2022



AN AGENCY OF THE DEPARTMENT OF SPORTS, ARTS AND CULTURE

SOUTH AFRICAN HERITAGE RESOURCES AGENCY

DECLARATION OF THE WINNIE MADIKIZELA-MANDELA HOUSE SITUATED ON ERF 802 AND PORTIONS OF 803; MAJWEMASWEU, WINNIE MANDELA (PREVIOUSLY BRANDFORT) AS A NATIONAL HERITAGE SITE

By virtue of the powers vested in the South African Heritage Resources Agency, in terms of section 27 (5) of the National Heritage Resources Act (No. 25 of 1999), SAHRA hereby declares the Winnie Madikizela-Mandela House situated on Erf 802 and portions of 803; Majwemasweu, Winnie Mandela (previously Brandfort) as a National Heritage Site.

Statement of Significance

"Ms. Winnie Madikizela-Mandela (Mother of the Nation) resided in this house for a period of approximately nine years (1977-1986) during her banishment by the apartheid regime, in their attempt to monitor and limit her political influence. The house is not only where she resided, but is a site that contributed significantly to the advancement of the liberation struggle. It is also a symbol of Ms. Madikizela-Mandela's, and in turn, black South African's resilience, against the apartheid regime. This banishment was meant to smother the voices of equality and freedom for all, however, instead through Ms. Madikizela-Mandela's tenacity and resilience contributed greatly to lives of the more marginalized community of Brandfort and surrounding towns, through the clinic, local gardening collective, sewing club, daycare, orphanage and juvenile center for troubled youth that she initiated here. Her efforts established her as a respected political figure and community member.

The Winnie Madikizela-Mandela house in Brandfort was her metaphorical Robben Island. She was a political prisoner during her banishment, subjected to cruel conditions (the house had no basic services and Brandfort was an Afrikaner dominated town) and treatment (constant harassment and violence towards her) by the apartheid government, and like Robben Island her Brandfort house became a symbol of resilience and hope against an oppressive state.

In 2016, Madikizela-Mandela was recognized by the South African government with the award of the Silver Order of Luthuli for her contributions to the liberation struggle during the apartheid era. Winnie Madikizela-Mandela was a renowned social worker and activist considered by many black South Africans to be the "Mother of the Nation." On April 2, 2018, she died at the age of 81 after a long illness. Her life and legacy were honoured with

numerous memorial services throughout the country as well as a state funeral, held on April 14 at Orlando Stadium in Soweto, South Africa.

Schedule

The demarcation of the site is as follows:

SITE NAME	Erf Number	TOWN	MUNICIPALITY		PROVINCE
			LOCAL MUNICIPALITY	DISTRICT MUNICIPALITY	
Winnie Madikizela-Mandela House	802	Majwemasweu	Masilonyana	Lejweleputswa	Free State
	Portions 803				

Co-ordinates:

Points	Latitude	Longitude
A	-28.685322	26.460906
B	-28.685513	26.460914
C	-28.685526	26.460728
D	-28.685531	26.460653
E	-28.685344	26.460634
F	-28.685342	26.460655
G	-28.685330	26.460780

END

GENERAL NOTICES • ALGEMENE KENNISGEWINGS

NATIONAL TREASURY**NOTICE 864 OF 2022****RATE OF INTEREST ON GOVERNMENT LOANS**

It is hereby notified that the Minister of Finance has, in terms of Section 80(1)(a) and (b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), fixed the Standard Interest Rate applicable, from **1 March 2022** and until further notice, to loans granted by the State out of a Revenue Fund, and /or to all other debts which must be paid into a Revenue Fund, at Seven, five zero percent (**7.50%**) per annum.

The above-mentioned Standard Interest Rate is applicable from **1 March 2022** and until further notice, to all drawings of loans from State money, except loans in respect of which other rates of interest are specifically authorized by legislation or the Minister of Finance.

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

NOTICE 865 OF 2022

GENERAL EXPLANATORY NOTE:

[] Words in bold type in square brackets indicate omissions from existing enactments.

_____ Words underlined with a solid line indicate insertions in existing enactments.

Amendment of Annexure C.1 of the Rules for the Property Valuers Profession, 2020

1. Rule 6. (b) of the Rules for the Property Valuers Profession is hereby amended by the substitution for subitem (b) of the following subitem:

“(b) an assessed weighted score of 130 and four types of properties valued for three purposes of property valuation, in the case of registration as a professional associated valuer (registered with restrictions or conditions) permitted to performing **[more than one of the]** a maximum of one property cluster and one purpose of valuation referred to in item 4;” and

Short title

2. These Rules shall be called the Rules for the Property Valuers Profession Amendment, 2022 and shall commence on the date of publication in the Gazette.

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION**NOTICE 866 OF 2022****NATIONAL CONSUMER COMMISSION**

I, **Thezi Mabuza**, the Acting Commissioner of the National Consumer Commission, hereby publish draft amendment of Goods and Services Industry Code, in terms of Section 82 (3) (a) of the Consumer Protection Act 68 of 2008.

Interested persons/groups/associations may submit their comments to the draft guidelines in writing not later than 30 days from the date of publication of the Code, quoting the following reference number **NCC/GN01/2022** to The National Consumer Commission, P.O. Box 36628, Menlo Park, 0102, for the attention of Mr Jabulani Mbeje or email to J.Mbeje@thencc.org.za.

Ms Thezi Mabuza

Acting Commissioner

National Consumer Commission



No. R. 271

GENERAL EXPLANATORY NOTE:

[] Words that are between square brackets and in bold typeface, indicate deletions from the existing codes

_____ Words that are underlined with a solid line, indicate insertions in the existing codes

SCHEDULE A

CONSUMER PROTECTION ACT, 2008 AMENDMENT OF CONSUMER CONSUMER GOODS AND SERVICES INDUSTRY CODE

1. In this schedule, “Industry Code” means the Consumer Goods and Services Industry Code governing the procedures, processes and structure in terms of which CGSO and Industry participants are required to apply when dealing with consumer complaints in the field of supply of goods and services.
2. In terms of Section 82 (3) and (5) the Consumer Goods and Services Industry Code is hereby amended as set out in the schedule below:

1. **Deletion of the definition of the word manufacturer provided for in terms of 3.1.24 of the CGSO’s code**
 - (a) **[“Manufacturer” means any participant that makes, fabricates, or produces any Goods regardless of scale either to a Consumer or any other person operating in the Supply Chain”].**

2. Amending para 4.1. to read as follows:

The Code applies to all [participants] suppliers of goods and services excluding suppliers falling under automotive industry of South Africa or [referred herein after as Participants] unless they are regulated elsewhere by other public regulation, and such public regulation covers all prohibited conducts as stipulated in the CPA or a Code prescribed by the Minister in terms of section 82 of the CPA and/or where a complaint falls within the jurisdiction of an Ombud with jurisdiction, or an Industry Ombud accredited in terms of section 82 (6) (a) of the CPA.

3. Inserting paragraph 4.2(a) in Section 4 of the Code

4.2.(a) Failure to co-operate with the CGSO may result into harsher administrative fine, should the complaint be referred to the Tribunal by the National Consumer Commission.

Section E**4. Inserting a new paragraph, as paragraph 9.3, that read as follows:****9.3 The Accounting Authority of CGSO**

9.3.1. The Ombudsman or a duly delegated individual is the accounting authority of the CGSO and shall

be responsible for the due, proper and diligent implementation of financial management systems

and controls including ensuring that proper accounting records are kept which includes

(a) All income and expenditure of the CGSO;

- (b) All revenue collected by the CGSO; and
- (c) All assets and the discharge of all liabilities of the CGSO.

9.3.2. CGSO shall monitor and keep record of all non-complying suppliers and such record shall be provided to the NCC on a quarterly basis for the NCC to consider further steps to be taken.

9.3.3. CGSO shall sign a Stakeholder Compact Agreement with the NCC that will regulate monitoring process as envisaged by section 82 (7) of the CPA.

5. Insertion of a new paragraph providing for governance to be paragraph 9.A

9. A. Powers, duties and functions of the Board:

- (i) It is the duty of the Board to act in the best interest of the Ombud in order to promote the spirit of good governance and social responsibility.
- (ii) The Board is required to act in the manner that efficiently fulfils the objectives of the Ombud and act in the manner that promote the values and principles of the Constitution.
- (iii) The Board should direct, govern and provide strategy in relation to the governance of the Ombud.
- (iv) The Board must provide a link between the Ombud and other stakeholders in order to identify and take into consideration the interest of all stakeholders.
- (v) The board should ensure that the Ombud acts impartially and is seen to be a responsible corporate citizen.

- (vi) The Board shall endeavour to ensure that all members are responsible and take part in the development of strategy and such strategy must be set in accordance with objectives of the Ombud.
- (vii) The Board shall be responsible to identify risk and processes to mitigate such risk.
- (viii) Conflict of interest must be managed and the interest of the Ombud shall take precedence.
- (ix) The Board must ensure that there is an effective risk-based internal audit.
- (x) The Board must ensure that proper and sound system is put in place to ensure that there is appropriate financial reporting.

6. Insertion of the new paragraph providing for internal dispute resolution mechanism, as paragraph 9.B

30. INTERNAL DISPUTE RESOLUTION BETWEEN CGSO AND ITS MEMBERS

9. B.1. In the case of a dispute arising between CGSO and any of its members, the parties shall endeavour to resolve the dispute by negotiation. This entails that one party invites the other in writing to a meeting and to attempt to resolve the dispute within seven days from date of the written invitation.

9. B.2. In the event the dispute is not resolved through that process, either party can request in writing that the parties attempt in good faith to resolve the dispute promptly by referring the dispute for mediation, and the parties shall ensure that they mediate in good faith.

9. B.3. If the dispute remains unresolved after it was referred for mediation, the parties can refer

the matter for arbitration or court at their own costs. The arbitrator's decision shall be final and binding between the parties.

9. B.4. The Parties shall agree to the name of an arbitrator, failing which, the parties shall refer the matter to Arbitration Foundation of South Africa who shall nominate an arbitrator among its panel of arbitrators, to preside in that dispute.

9. B.5. The arbitrator shall have powers to make an order as to costs thereof.

CONCLUSION

7. This notice is called the CGSO's Amendment Industry Code of 2020, and contains proposed amendments of the CGSO's Industry Code.

Annexure A

8. Insertion of the following sentence at the end of clause 1.4.3. as follows:

1.4.3 The Ombudsman will be required to sign an employment contract stating the terms of his or her employment contract and same will be subject to an annual performance review. Employment contract can either be full time or part time

9. Insertion of the following sentence at the end of clause 1.5 as follows;

1.5. The Ombudsman will be appointed for a fixed period of 3 (three) years. Once this 3 (three) year term has ended, the Ombudsman will be eligible for reappointment for a further 3 (three) years by majority vote of the Board. Should the Board decide to extend the Ombudsman's term for a further 3 (three) years, then no formal recruitment and application process needs to be followed. The decision as to whether or not to reappoint the Ombudsman must be communicated in writing to the Ombudsman at least 1 (one) year prior to the term of his or her office ending. However, the Ombud may not serve more than two terms.

10. Deletion of the words between the word, “The” and “Ombudsman in clause 2.1 as follows

- 2.1 The ~~[Ombudsman is vested with the authority to bind the CGSO and only the]~~ Ombudsman is vested with the power to make Recommendations relating to Complaints and Disputes.

11. Deletion of the last sentence in clause 2.2 and replacing the same as follows:

2.2. The Ombudsman shall have the overall responsibility for the conduct of the day-to-day administration and business of the CGSO. In this regard the Ombudsman shall appoint employees and determine their terms and conditions of employment.~~[The Ombudsman shall do anything that is necessary and expedient for the running of CGSO, including issuing guidelines for the implementation and applicability of the rules]~~
The Ombudsman, on approval of the Board, may delegate these responsibilities including those outlined in section 5.4 below to the CEO

12. Deletion of clause 2.3 and substitution thereof with the new clause as follows:

- 2.3. [The Ombudsman shall be vested with the power to do what is necessary to give effect to the primary objectives of the CGSO. These powers will be exercised in accordance with the Terms of Reference and procedures determined by the Board and approved by the Minister. More particularly to:

- 1.3.1 prepare and submit to the Board an annual report detailing the activities and finances of the CGSO for the year under review;
- 1.3.2 prepare and submit reports to the Board on current matters and activities;
- 1.3.3 promote and publicise the services provided by the CGSO through the media and consumer bodies
- 1.3.4 identify and bring to the attention of the Participants undesirable practices to which a Participant might be a party, and to report to the Board such matters where the Participant is unable or unwilling to take remedial action
- 1.3.5 appoint personnel to ensure the efficient management of complaints;
- 1.3.6 enter into agreements of purchase and sale and letting and hiring of property reasonably required for the purpose of the functioning of the CGSO;
- 1.3.7 open bank and other accounts necessary for the CGSO to perform its functions;
- 1.3.8 make recommendations to the Board for any necessary amendments to the Code and MOI of the CGSO.
- 1.3.8.1 any amendments to the Code as accepted the Board shall be forwarded to the NCC, to enable it to act in terms of section 82 (5) (c) of the CPA.]

The Ombudsman shall do anything that is necessary and expedient for the running of the CGSO, including issuing guidelines for the implementation and application of rules.

13. Insertion of the new paragraph as clause 2.4 as follows;

- 2.4. The Ombudsman shall be vested with the power to do what is necessary to give effect to the primary objectives of the CGSO. These powers will be exercised in accordance with the Terms of Reference and procedures determined by the Board. More particularly to:

- 2.4.1. Prepare and submit to the Board an annual report detailing the activities and finances of the CGSO for the year under review;
- 2.4.2. prepare and submit reports to the Board on current matters and activities relating to complaints;
- 2.4.3. promote and publicise the services provided by the CGSO through the media and consumer bodies;
- 2.4.4. identify and bring to the attention of the Participants undesirable practices to which a

- Participant might be a party, and to report to the Board such matters where the
- Participant is unable or unwilling to take remedial action;
- 2.4.5 appoint personnel to ensure the efficient management of complaints;
- 2.4.6. enter into agreements of purchase and sale and letting and hiring of property reasonably
required for the purpose of the functioning of the CGSO;
- 2.4.7. open bank and other accounts necessary for the CGSO to perform its functions;
- 2.4.8 make recommendations to the Board for any necessary amendments to the Code and
MOI of the CGSO.
- 2.4.8.1 any proposed amendments to the Code as accepted the Board shall be
forwarded to the NCC, to enable it to act in terms of section 82 (5) (c) of the
CPA.

4.5. The Ombudsman shall have powers to delegate its powers/ functions upon Board's approval.

NB: The Code shall be re-numbered accordingly to accommodate the amendments .

BOARD NOTICES • RAADSKENNISGEWINGS**BOARD NOTICE 221 OF 2022****PAN SOUTH AFRICAN LANGUAGE BOARD ACT OF 1995****(ACT No. 59 OF 1995 as amended by Act No. 10 of 1999)****CALL FOR COMMENT****ENGLISH NATIONAL LEXICOGRAPHY UNIT**

The Pan South African Language Board (PanSALB) herewith declares that the following persons have been duly co-opted as members of the English National Lexicography Unit in terms of Section 8(8) (b) of the PanSALB Act (Act No. 95 of 1995 as amended, and in accordance with Board Notice No. 94 of 2005 Government Gazette No. 28053 of 30 September 2005) (Norms and Rules for National Language Bodies).

Co-opted members are hereby published for public comment. Members of the public are invited to submit written comments or objections on or before 25 March 2022.

Should no comments or objections be received by the stipulated due date, then the co-opted person's name will be deemed to be confirmed for co-option.

	ENGLISH NATIONAL LEXICOGRAPHY UNIT	
TITLE, NAME/S AND SURNAME	AREA OF SPECIALIZATION	PROVINCE
1. Mr Trevor Laurence Amos	Management	Eastern Cape
2. Prof Ralph Darryl Adendorff	Lexicography	Eastern Cape
3. Mr John David Linnegar	Publishing	Gauteng
4. Dr Yusuf Moosa Motara	Electronic Lexicography (Computer Science)	Eastern Cape
5. Prof Justus Christiaan Roux	Electronic Lexicography (Digital Humanities)	Western Cape

Comments and/or objections should be sent to:

The Chief Executive Officer

For the attention of: Mr JJ Dantile

Private Bag X08

Arcadia

0007

Email: ehl@pansalb.org

Tel: 012 341 9638

Fax: 012 341 5938

RAADSKENNISGEWING 221 VAN 2022**WET OP PAN SUID-AFRIKAANSE TAALRAAD VAN 1995**

(Wet Nr. 59 van 1995 soos gewysig deur Wet Nr. 10 van 1999)

OPROEP OM KOMMENTAAR**NASIONALE TAALRAAD VIR AFRIKAANS**

Die Pan Suid-Afrikaanse Taalraad (PanSAT) verklaar hiermee dat die volgende persone behoorlik gekoöpteer is as lede van die Nasionale Taalraad Vir Afrikaans volgens Artikel 8(8)(b) van die PanSAT-wet (Wet Nr. 95 van 1995 soos gewysig, en in ooreenstemming met Raadskennisgewing Nr. 94 van Staatskoerant Nr. 28053 van 30 September 2005) (Norme en Reëls vir Nasionale Taalliggame).

Gekoöpteerde lede word hiermee bekendgestel vir openbare kommentaar. Lede van die publiek word uitgenooi om geskrewe kommentaar of besware op of voor

25 Maart 2022 in te dien.

Indien geen kommentaar of besware teen die aangeduide datum ontvang is nie, sal die gekoöpteerde persoon se naam as bevestig vir koöptering beskou word.

	NASIONALE TAALRAAD VIR AFRIKAANS	
TITEL, NAAM/NAME EN VAN	SPESIALISGEBIED	PROVINSIE VERTEENWOORDIG
1.Mnr Seymour Isaac Bothman	Afrikaanse opvoedkunde	Gauteng
2.Mnr Adean van Dyk	Afrikaanse literatuur	Gauteng
3.Prof Helena van Coller	Regskenner, lektor. Regsfakulteit	Oos-Kaap
4.Mnr Benito Trollip	Navorser, taalkunde	Noordwes
5. Prof. Quentin Williams		

Kommentaar en/of besware moet gestuur word aan:

Die Hoof- Uitvoerende Beampte

Aandag: Mnr. J.J. Dantile

Privaatsak X08

Arcadia

0007

E-pos: ehl@pansalb.org

Tel.: 012 341 9638

Faks.: 012 341 5938

TSEBISO YA BOTO

MOLAO WA 1995 WA LEKGOTLA LA DIPUO TSOHLE TSA AFRIKA BORWA
(MOLAO wa 59 wa 1995 o fetotsweng ka Molao 10 wa 1999)

PITSO YA DIPHEHISO

MOIFO WA NAHA WA PUO YA SESOTHO

Lekgotla la Naha la Dipuo tsohle tsa Afrika Borwa (PanSALB) le tsebisa hore batho ba latelang ba kgethilwe ho ba ditho tsa Moifo wa Naha wa Puo ya Sesotho ho ya ka Karolo 8(8)(b) ya Molao wa PanSALB (Molao wa 95 wa 1995 o fetotsweng, le ka boipapiso le Tsebiso ya Boto ya Nomoro ya 94 ya 2005 Gazete ya Mmuso ya 28053 ya la 20 Loetse 2005) (Ditlwaelo le Melawana ya Meifo ya Naha ya Puo).

Ditho tse kgethilweng di phatlaladitswe mona hore setjhaba se phehise. Ditho tsa setjhaba di mengwa ho romela diphehiso kapa dikganyetso tse ngotsweng ka la 25 Tlhakubele 2022 kapa pele ho moo.

Haeba ho se na diphehiso kapa dikganyetso tse amohetsweng ka letsatsi le boletsweng, mabitso a batho ba kgethilweng a tla nkwa e le a amohetsweng.

	MOIFO WA NAHA WA PUO YA SESOTHO	
THAETLELE, LEBITSO/MABITSO LE FANE	BOITSEBELO	PROVENSE E EMETSWENG
1. Mme Mmasibidi Setaka	Phetolelo le Theknoloji ya Puo	North West
2. Ntate Lebeko Seleso	Media le Phetolelo	Gauteng

Diphehiso le/kapa dikganyetso di ka romelwa ho:

Mohlanka ya ka Sehloohong wa Phethahatso

Bakeng sa: Mong. J.J. Dantile

Private Bag X08

Arcadia

0007

Imeile: ehl@pansalb.org

Mohala: 012 341 9638

Fekse: 012 341 5938

BOARD NOTICE 222 OF 2022

THE FEES PAYABLE TO THE IRBA WITH EFFECT FROM 1 APRIL 2022

1.	Registration as an auditor:	
1.1	Individual registration, payable on application for registration	R12 500.00
1.2	Proficiency interviews, payable on notification of interview (Application of the "Three-Year Rule")	R2 450.00
1.3	IRBA selected as Tax Practitioner Controlling Body	R3 850.00
1.4	Firm registration, payable on application of registration	R6 240.00
1.5	Administration fee for cancellation or withdrawal from 1.1, 1.2, 1.3 and 1.4 above (Recovery of cost)	15% of the above applicable fee
2.	The annual renewal of registration fees payable by any individual registered as an auditor shall become due and payable on 1 April of every calendar year.	
2.1	Annual renewal of registration payable by any person as long as he/she remains registered as an auditor.	R9 920.00
2.2	Annual renewal of registration payable by any person who has selected the IRBA as his/her Tax Practitioner Controlling Body	R2 570.00
2.3	Administration fee for reinstatements annual renewal (not limited to reinstatements after lapsing).	R4 960.00
2.4	Administration fee for reinstatements tax practitioner controlling body (not limited to reinstatements after lapsing).	R1 280.00
3.	Once-off fees payable in respect of registration of training contracts:	
3.1	Training contract	R3 270.00
4.	Once-off fees payable in respect of registration of an Audit Development Programme contract:	
4.1	Audit Development Programme (ADP)	R7 280.00
4.2	Administration fee for cancellation or withdrawal from 4.1 above (Recovery of cost):	
	<ul style="list-style-type: none"> Registered candidate auditor resigns within six (6) months. The IRBA has not conducted an introductory visit and an inspection visit. 	15% of the above fee
	<ul style="list-style-type: none"> Registered candidate auditor resigns within six (6) months. The IRBA has conducted an introductory visit, but not an inspection visit. 	50% of the above fee
	<ul style="list-style-type: none"> Registered candidate auditor resigns within six (6) months. The IRBA has conducted an introductory visit and an inspection visit. 	100% of the above fee
5.	ADP monitoring cancellation fees payable:	R1 300.00
	Total time as allocated for the inspection when scheduled, and as communicated to the registered auditor at the time, at a standard rate per hour per inspector scheduled.	

CONTINUES ON PAGE 258 OF BOOK 3

Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001
Contact Centre Tel: 012-748 6200. eMail: info.egazette@gpw.gov.za
Publications: Tel: (012) 748 6053, 748 6061, 748 6065



Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Vol. 681

4

March
Maart

2022

No. 46000

PART 3 OF 3

N.B. The Government Printing Works will not be held responsible for the quality of "Hard Copies" or "Electronic Files" submitted for publication purposes

ISSN 1682-5845



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6.	<p>Inspection cancellation fees payable:</p> <p>Total time as allocated for the inspection when scheduled, and as communicated to the registered auditor at the time, at a standard rate per hour per inspector scheduled.</p>	R2 670.00
7.	Hourly rate for actual time spent carrying out any other service rendered by the IRBA	R2 670.00
8.	<p>Administrative fees</p> <p>8.1 Late submission of Assurance Work Declaration and supporting documents.</p> <p>8.2 Under-declaring of Assurance Fees</p>	<p>R3 050.00</p> <p>5% of additional fees due</p>
9.	<p>Accreditation fees for professional bodies</p> <p>Application fee</p> <p>Payable on application (non-refundable)</p> <p>Evaluation fee (up to a maximum of)</p> <p>Payable on progress</p> <p>Should the professional body withdraw its application for accreditation, the IRBA will charge for recovery of costs incurred</p> <p>Annual monitoring fee - Payable annually</p>	<p>R68 560.00</p> <p>R2 031 790.00</p> <p>R797 920.00</p>

BOARD NOTICE 223 OF 2022**NATIONAL COUNCIL OF SOCIETIES
FOR THE PREVENTION OF CRUELTY
TO ANIMALS****R U L E S****1 AMENDED RULE 3.10**

All Societies, regardless of income status or size, are required to comply with all the provisions contained in national legislation. This includes, but is not restricted to, the following:

South African Revenue Services - (SARS)

- (a) All Societies are required to deduct PAYE from staff salaries and wages (where this is applicable) and forward payment to SARS before the 7th day of each month;
- (b) Biannual returns also need to be submitted to SARS;
- (c) VAT registered Societies are required to submit either a monthly or bi-monthly return (dependent on registration) to SARS by the 24th of the month;
- (d) Form IRP5 / Form IT3 (a) tax certificates must be submitted for all employees;
- (e) All Societies are to obtain a tax clearance/compliance certificate (TCC) from the South African Revenue Service, annually;
- (f) All Societies to obtain a letter of good standing from the Workmen's Compensation Commissioner, annually.

Unemployment Insurance Fund

All Societies are required to forward deductions from staff salaries and wages for the Unemployment Insurance Fund to the Department of Labour every month.

Minimum Wage

Minimum Wages - All Societies are to adhere to the minimum wage schedules laid down by the Department of Labour.

Workmen's Compensation Fund

All Societies are required to register with the Workmen's Compensation Fund and submit an annual return of earnings to the Workmen's Compensation Commissioner. All Societies are required to obtain a Letter of Good Standing from the Workmen's Compensation Commissioner.

2 AMENDED RULE 6.29

All general managers of Societies shall meet all the requirements necessary to qualify as an Inspector, save for those managers already employed by a Society as at the date of the adoption of this Rule (December 2016), whose contract of employment concluded with the Society in question, does not contain the prerequisite that the manager be qualified, or must qualify, as an Inspector. All managers employed by a Society as at the date of the adoption of this Rule, or subsequent to the adoption of this Rule, shall:

- a) attend an Inspectors Training Course within six months of the date of the adoption of this Rule, alternatively within six months of the date of their employment. The Board may, however, agree to extend the said six month period as it may deem fit, having regard to the particular circumstances of the Society, and after receipt of a written request for such exemption, fully motivated by the Society, however, the said period may not be exceeded beyond twelve months;
- b) managers shall attend an Inspectors Refresher Training Course every five years to ensure that the qualification remains current.

CONSTITUTION OF THE NATIONAL COUNCIL OF SOCIETIES FOR THE PREVENTION OF CRUELTY TO ANIMALS

1. DEFINITIONS AND INTERPRETATION

- (1) In this Constitution, unless the context otherwise indicates –

"Act" means the Societies for the Prevention of Cruelty to Animals Act, No.169 of 1993, as amended from time to time and a reference to a particular section means a section of the Act;

"advisory director" means a person appointed to the board as such in terms of article 12(15);

"article" means the articles of this Constitution;

"auditor" means the independent auditor appointed by the Member Societies from time to time;

"Board" means the Board established by section 2(3) of the Act;

"day/s" means every consecutive day on the calendar, including Saturdays, Sundays and public holidays;

"Chief Executive Officer" means the person appointed in terms of article 12(2)(k) and includes any person appointed to perform the duties of the Chief Executive Officer of the Council from time to time;

"Constitution" means this Constitution as amended from time to time and a reference to a particular article means an article of this Constitution unless the context determines otherwise;

"contribution" refers to all amounts payable by a Society to the Council in terms of the Act;

"Council" means the National Council of Societies for the Prevention of Cruelty to Animals established by section 2(1) of the Act unless the context determines otherwise;

"delegate" means a natural person being a member of the committee, board member or employee in a supervisory or managerial position of a Society, appointed by a Society in good standing in terms of article 8(1) to represent the Society at the general meeting or adjournment thereof;

"Director" means a person appointed as a Director of the Board nominated, elected or deemed to be elected for the time being of the Council (including an Alternate Director) unless the context determines otherwise;

"general meeting or annual general meeting" means a meeting of Members;

"in good standing" means that the Society has paid all contributions due and submitted all documents required timeously, and has complied with all its obligations in terms of the Act, the rules of the Council, the Society's own constitution and this Constitution and that it is not in breach of any of its obligations in terms of the Act without just cause;

"Member/s" means a Society registered or deemed to be registered in terms of section 8 of the Act, unless the context determines otherwise;

"month/s" means a period starting on a day in a calendar month and ending on the numerically corresponding day, in the next calendar month;

"ordinary resolution" means a resolution reduced to writing and passed by the majority of the societies present at a general meeting of the societies convened in terms of this constitution;

"regional council" means a regional council established in terms of article 6(2);

"Society" means a Society registered in terms of section 8 of the Act;

"special resolution" means a resolution reduced to writing and passed by a majority of at least two-thirds of the societies present at a general meeting of the societies convened in terms of this constitution.

- (2) Other words shall bear the same meaning as are defined in section 1 of the Act, and the provisions of this Constitution shall at all times be subject to the provisions of the Act.

- (3) In this Constitution, unless the context otherwise requires-

- (a) words signifying the singular will include the plural and *vice versa*;
- (b) words signifying one gender will include the other genders;

- (c) references to natural persons shall include artificial and/or juristic persons and *vice versa*;
- (d) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) a reference to any agreement or other document includes any variation, novation, replacement or supplement to any of them from time to time;
- (f) a reference to an article or schedule is a reference to a clause of or a schedule to this Constitution and a reference to this Constitution includes any schedule;
- (g) a reference to any legislation or to any provisions of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and any regulations and statutory instruments issued under it;
- (h) an expression defined or given a specific meaning in the Act, has the same definition or meaning in this Constitution unless otherwise specified;
 - (i) When any particular number of days is prescribed for the doing of any act, or for any other purpose, the same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day happens to fall on a Sunday or on any public holiday, in which case the time shall be reckoned exclusively of the first day and exclusively that Sunday or public holiday.

2. OBJECTS OF THE COUNCIL

The objects of the Council are to fulfil the objectives conferred upon them by section 3 of the Act, namely:

- (a) to determine, control and co-ordinate the policies and standards of societies, in order to promote uniformity;
- (b) to promote co-operation among societies;
- (c) to prevent the ill-treatment of animals by promoting their good treatment by man;
- (d) to promote the interests of societies;
- (e) to take cognizance of the application of laws affecting animals and societies and to make representations in connection therewith to the appropriate authority;
- (f) to do all things reasonably necessary for or incidental to the achievement of the objects mentioned in this article.

3. SPECIFIC POWERS OF THE COUNCIL

- (1) In the furtherance of its objects, the exercise of its powers, obligations and rights in terms of the Act, the Council shall have, *inter alia*, the following specific powers:

- (a) to utilise the Council's funds in any such manner as will enable it to comply with its objects, exercise its powers, assert its rights and fulfil its obligations;
- (b) to take over, purchase, lease or otherwise acquire, hold, develop, improve, manage, let, sell, transfer, exchange, mortgage, pledge, grant servitudes, licences, or other rights over, or otherwise dispose of, or charge or encumber any property or interest therein, whether moveable or immovable, real or personal, corporeal or incorporeal, and in any part of the world, and to accept (with or without conditions) subsidies, grants, legacies, donations, gifts, and devices, and to erect, construct, maintain, enlarge, alter, demolish, or remove any buildings, fences or other erections or works on any immovable property;
- (c) to enter into any contract whatsoever in regard to the property or rights of the Council;
- (d) to invest the moneys of the Council in such manner as it may deem expedient;
- (e) to borrow money for any legitimate purpose on such terms as it may deem expedient, and if necessary to secure the same by mortgage, pledge, charge, debentures, debenture stock or other security charged on all or any of its property; to enter into any guarantee, suretyship or undertaking, and to assume liability for or undertake the debts and engagements of others;

- (f) to open and operate accounts with banks and draw, make, accept, endorse, discount, execute and issue cheques and other negotiable or transferable instruments or securities;
- (g) to establish, subsidise, promote, co-operate or affiliate with or act as trustees or agents for, or manage or grant or lend money or other assistance to any Society or association corporate or incorporate, whose objects are similar to those of the Council, and which prohibits the distribution of its income, capital or assets to its Members save by way of agreed remuneration for services rendered, or the reimbursement of expenses incurred for its benefit;
- (h) to investigate, institute and defend proceedings in any court, congress, Parliament, council or other forum in any part of the world, and oppose by any lawful means, any legislation, action, proceeding, application or other process which might endanger, impact upon or prejudice the interests or objects of the Council, directly or otherwise;
- (i) to enter into any contract of employment or service with any person and to remunerate any person rendering service to the Council in such manner as it may deem fit;
- (j) to do all such other lawful acts and things as may be incidental or conducive to the powers aforesaid.

- (2) The provisions of article 3(1) are not exhaustive and shall not in any way limit the Council's powers or rights in terms of the Act.

4. SOURCE AND APPLICATION OF COUNCIL'S FUNDS

- (1) The Council shall derive its income from:
- (a) Financial contributions levied in terms of section 10 of the Act, which shall be determined by the Members at a general meeting from time to time. These are currently an amount equivalent to 10% of all benefits received by a Society from bequests, legacies, and other testamentary dispositions, as well as any trust or similar entity of which the Society is a beneficiary (income or capital) upon the death of any person associated therewith. These contributions are payable annually in arrears at least 10 clear days before the annual general meeting of the Council, and shall be accompanied by a typed reconciliation showing how the contribution has been calculated;
 - (b) funds raised by it in such manner it deems appropriate in accordance with the provisions of the Nonprofit Organisations Act, No 71 of 1997, as amended;
 - (c) interest, rental, dividends, profits and returns on its investments or the employment of its property;
 - (d) fees, charges or any consideration payable for services rendered, advice given or property sold by it;
 - (e) donations, gifts, annuities, legacies, bequests, inheritances or other disposition, award or benefit made in its favour, or to which it may be entitled;
 - (f) any other source available to it.
- (2) The Board shall be entitled to compound, waive, abandon, or vary its right to receive financial contributions from Societies.
- (3) The income and property of the Council shall be applied solely towards the promotion of and compliance with the objects of the Council, the exercise its powers and fulfilment of its obligations in terms of the Act and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus, or otherwise to its Members, Directors or employees: Provided however that nothing herein contained shall prevent payment in good faith or remuneration to any director, officer, Member or servant of the Council for any services rendered to the Council or in reimbursement of expenses incurred in carrying out the business or attending to the affairs of the Council, in terms of Article 15.

5. BEQUESTS, INHERITANCES OR DISTRIBUTION FROM A TRUST

- (1) As set out in section 5(2) of the Act, any reference in any will or deed of donation to "the

Association" or "the SPCA" or "a society for the prevention of cruelty to animals" or any abbreviation or translation thereof, which cannot be construed as a reference to a particular society for the prevention of cruelty to animals, shall be deemed to be a reference to the Council.

- (2) If a bequest, inheritance or distribution from a trust upon the death of a person is received by, or accrues to the Council in terms of section 5(2) of the Act, the Council shall, within 30 days thereof, notify all Societies thereof. This notification shall include the last known address of the deceased or deceased donor and the value or estimated value of the benefit or accrual, where this information has been provided to the Council.
- (3) Should any Society receive a bequest, inheritance, or distribution from a trust upon the death of a person, where the Will or Trust instrument does not specifically state the name of their own Society, then the recipient Society shall within 30 (thirty) days of receipt:
 - (a) inform the Council in writing;
 - (b) make payment of the full amount received to the Council;
 - (c) furnish the Council with a copy of the Will or Trust Instrument relating to the amount received and paid over to the Council.
- (4) Any Society wishing to claim this benefit shall lodge a written claim with the Council within 30 days of notification from the Council. This claim shall clearly set out the basis upon which the Society considers that it is entitled to the benefit, and whether in whole or in part. In the event that the Council receives competing claims, then the Council shall in consultation with the disputing parties establish a committee, which shall include a person with legal training.
- (5) A committee established in terms of article 5 (4) shall in its absolute discretion-
 - (a) determine to which of the disputing parties, if any, the benefit should be given, and in what proportions or manner;
 - (b) determine the procedures to be followed in the hearing and determination of the dispute, and where the hearing(s) should be held, bearing in mind the convenience of all parties to the matter;
 - (c) require or permit any Society or party to present documentary or oral evidence;
 - (d) appoint any persons(s) to undertake such investigations as they may deem relevant, necessary or appropriate;
 - (e) exercise its discretion in good faith towards the interests of the disputing parties, but shall not be arbitrators;
 - (f) subsist only until a decision has been reached and all interested parties notified thereof in writing.
- (6) The committee shall, in the absence of evidence of an intention to benefit the Council or a party to the dispute, consider the following factors to be conclusive:
 - (a) the donor was a member of a particular Society at the time of his death, and was never a member of any other Society;
 - (b) the donor was a member of a particular Society when the will or trust instrument was executed, and was never a member of any other Society,
 - (c) the donor was once a member of a particular Society for a significant period, and was never a member of any other Society;
 - (d) if the donor, although never a member of any Society, was a regular donor to a particular Society;
 - (e) if the donor, although not a member of any Society, participated significantly in the activities of that Society on a regular basis;
 - (f) failing the above, if the donor utilised the services of that Society on more than one occasion:

- (g) failing the above, if the donor had at time of making the will or creating the trust instrument had lived within the area for a significant period of time.
- (7) The committee shall, in the absence of evidence of an intention to benefit the Council or a party to the dispute, and in the absence of the evidence referred to in article 5 (6), consider, in its absolute discretion, the following facts sufficient to warrant the benefit being divided between disputing parties:
- (a) the donor was a member of two or more Societies during his life;
 - (b) the donor was a regular donor to two or more Societies during his life;
 - (c) the donor participated significantly on a regular basis in the activities of two or more Societies during his life;
 - (d) if the donor utilised the services of two or more Societies on more than one occasion;
- (8) The committee may, in its absolute discretion, allocate the benefit to the Council where there is no evidence of an intention on the part of the donor to benefit a Society or Societies.
- (9) Any decisions made by a committee established in terms of article 5 (4) shall be final and shall be deemed to constitute a decision by the Board which shall be implemented by the Board.
- (10) All costs and expenses incurred in connection with the establishment, convening and actions of the committee in the fulfilment of its duties shall be paid by the Societies claiming the benefit in such proportions and upon such terms as the committee may determine, which may include the payment of interest at the prevailing legal rate where such costs and expenses are not settled immediately.

6. REGIONAL COUNCILS

- (1) The Council may in its discretion define regions within the Republic from time to time, which is generally based on the lines of the provinces of the Republic.
- (2) All Societies whose operational jurisdiction falls within such a designated region may establish a regional council, which regional council must be approved by the Council. Only Societies whose operational jurisdiction falls within the region may become Members of the regional council unless those Societies agree to include other Societies and the Council has approved the inclusion of those other Societies whose operational jurisdiction does not fall within the region of the regional council. The Council may prescribe geographical or other limits of the area from which members of a regional council shall be drawn, from time to time.
- (3) A regional council shall conduct its affairs in accordance with this Constitution, the Council's rules as prescribed by the Council from time to time, and the constitution of the Societies.
- (4) The members of a regional council may prescribe rules which govern the relationships among them. These rules –
- (a) may not be in conflict, directly, indirectly or potentially, with the provisions of the Act or this Constitution or the enforcement thereof;
 - (b) shall advance the objects, rights and obligations of the Council and Societies as contained in the Act, this Constitution, and the constitutions of the Societies concerned;
 - (c) shall not impair or restrict the rights of member societies to pursue and fulfil their objects and obligations, and exercise their rights and powers and duties, including their right to appoint a delegate in terms of article 8(1);
 - (d) shall be approved by the Council; and
 - (e) a representative of the Council must serve on the regional council.

- (5) Subject to the Council's rules, this Constitution and rules of the regional council, the Council shall have power to define the powers and responsibilities of and otherwise exercise control over regional councils.
- (6) A forum may be hosted by a small number of Members of the Council in a geographic area where a regional council is not operating.
- (7) Forums shall not be required to form a committee. Forums must communicate directly with the National Office of the Council on activities and events.

7. MEMBERS

- (1) The Membership of the Council is comprised of Societies.
- (2) The Council shall maintain at its principal place of business a register which records the names of Members, and the date when their Membership commenced and terminated. It shall also record their chosen address for the delivery of all notices. This register shall be available for inspection during working hours, and upon reasonable notice.
- (3) The members, directors, committee members and other officers and employees of Societies are not Members of the Council. Accordingly, they cannot exercise the rights of a Member unless appointed as a delegate at a general meeting.

8. VOTES OF MEMBERS

- (1) Every Member in good standing wishing to be represented at a general meeting of the Council shall lodge with the Council a duly completed delegate form not less than 96 (ninety-six) hours (unless otherwise specified in the notice of meeting)] before the meeting. The prescribed delegate form, annexed as "A" hereto, shall be signed by at least two members of the management committee of the Society concerned, by Society resolution which must be attached to the delegate form.
- (2) At a general meeting only the delegate properly appointed by a Member may vote.
- (3) A delegate shall have one vote for each Member he/she represents.
- (4) An ordinary or special resolution is carried if the votes cast by a show of hands on the resolution are in favour of the resolution in accordance with the definitions of ordinary or special resolution. In the event of an equality of votes, the Chairman of the general meeting shall be entitled to a casting vote in addition to his deliberative vote.
- (5) An ordinary and special resolution put to vote of a meeting is decided on a show of hands unless a secret ballot is demanded.
- (6) Unless a secret ballot is demanded a declaration by the Chairman that an ordinary or special resolution has been carried, by a specified majority, or lost and an entry to that effect in the minutes of the meeting are conclusive evidence of the votes in favour of or against the resolution.
- (7) Holding a secret ballot:
 - (a) A secret ballot may only be demanded in respect of a special or ordinary resolution to amend the rules and/or the constitution.
 - (b) A secret ballot may be demanded by at least 10 (ten) Members entitled to vote at the general meeting.
 - (c) A demand for a secret ballot may be withdrawn at any time before the ballot is taken.
 - (d) A secret ballot must be taken at once when it has been demanded as above.

- (e) Two volunteers from the floor shall count the ballots and an Independent Council Director shall confirm the count.
 - (f) Any blank, spoiled or improperly marked ballot paper will not be counted as a vote duly cast.
 - (g) The result of the secret ballot will be the resolution of the meeting at which the secret ballot was demanded.
 - (h) The Chairman may determine any dispute about the admission or rejection of a vote.
 - (i) The Chairman's determination, will be final and conclusive.
- (8) An objection to the qualification of a voter may only be raised at the general meeting or adjourned meeting at which the voter tendered its vote. An objection must be referred to the Chairman of the general meeting, whose decision is final. A vote is valid for all purposes unless it is disqualified by the Chairman.
- (9) Votes by Proxy: The proxy must be a delegate of another Society.
- (a) If a Member Society appoints a proxy, the proxy may:
 - (i) vote on a show of hands;
 - (ii) demand or join in demanding a secret ballot; and
 - (iii) vote on a secret ballot.
 - (b) A proxy may vote or abstain as he or she chooses except where the appointment of the proxy directs the way the proxy is to vote on a particular resolution. If a proxy votes at all, the proxy will be deemed to have voted all directed proxies in the manner directed.
- (10) Document appointing a proxy:
- (a) An appointment of a proxy is valid if it is signed by least two members of the management committee of the Society concerned or the Council, making the appointment and a resolution needs to be attached.
 - (b) A proxy's appointment is valid at an adjourned meeting.
 - (c) A proxy may be appointed for all general meetings and/or annual general meetings.
 - (d) Unless otherwise provided for in the proxy's appointment, the appointment of the proxy will be taken to confer authority to vote on all motions before the meeting.
- (11) Lodgement of proxy:
- (a) The written appointment of a proxy must be received by the Council, at least 96 (ninety-six) hours before the meeting (unless otherwise specified in the notice of meeting to which the proxy relates).
 - (b) The Council receives an appointment of a proxy when it is received at:
 - (i) the chosen electronic platform or electronic address specified for that purpose in the notice of meeting.

9. GENERAL MEETINGS

- (1) All meetings of the Members shall be called general meetings.
- (2) A general meeting of the Council known as the annual general meeting shall be held once in every calendar year at a date, time and place determined by the Board.
- (3) The Board may in its discretion convene a general meeting virtually and determine the technology that will be used to facilitate this and may further utilise or select an electronic platform for purpose of any matters or proceedings relating to the general meeting including but not limited to the delegate appointments, voting, proxy submissions and resolution considerations and submissions.
- (4) Members in good standing shall be given at least 28 (twenty-eight)] days notice, in writing, prior to the holding of a general meeting, which notice shall specify the place, day and time of the meeting. Where special business or resolutions are to be considered at the meeting, the

general nature of the business and the full text of the resolutions must be stated. However, the non receipt of such notice by any member shall not invalidate the proceedings at any general meeting.

- (5) Where special business or resolutions relating to business of a general meeting other than the ordinary business of the annual general meeting are to be considered at the meeting, the general nature of the business and the full text of the resolutions must be stated, where it is relevant to all Members. The Council will consider the special business or resolutions for inclusion in a general meeting.
- (6) The failure or accidental omission to send a notice of a General Meeting (including a delegate/proxy appointment form) to any Member or the non-receipt of a notice (or form) by any Member does not invalidate the proceedings at or any resolution passed at the General Meeting.

10. ROCEEDINGS AT GENERAL MEETINGS

- (1) At the annual general meeting, the Council shall report its activities during the preceding year, and identify the newly elected Directors. The Members shall also consider the annual financial statements, resolutions, if any; the appointment of an auditor, and other business laid before it. All business laid before the meeting shall be deemed to be special business.
- (2) At an annual general meeting 15 (fifteen)] Members represented by a delegate shall constitute a quorum. If within half an hour of the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned for one hour. If at such an adjourned meeting a quorum is not present, the number of Members represented by a delegate present shall constitute a quorum. For the purpose of a quorum a Member includes a Member present in person or by proxy.
- (3) The Chairman of the Board shall preside as Chairman at general meetings of the Council.
- (4) If there is no Chairman, or if he/she is not present within 15 (fifteen) minutes of the time appointed for the meeting, or he/she is unwilling to act as Chairman, the delegates present shall elect a Chairman for the meeting.
- (5) The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Notice of an adjourned meeting must only be given if a meeting has been adjourned for more than 60 days.

11. SPECIAL GENERAL MEETINGS

- (1) A Special General Meeting may be convened on a written requisition to the Board, by no fewer than 15 (fifteen) Members in good standing.
- (2) The Members that wishes to bring any business before the Special General Meeting must give notice in writing of the business and reasons for the Board to convene a Special General Meeting.
- (3) The Board shall, within 14 (fourteen) days of the receipt of a written requisition, give notice to convene a Special General Meeting. This meeting shall be held at such day, time and place as the Board may determine, within 60 (sixty) days of receipt of the requisition.
- (4) The Board may in its discretion convene a Special General Meeting virtually and the technology

that will be used to facilitate this and may further utilise or select an electronic platform for purpose of any matters or proceedings relating to the Special General Meeting including but not limited to the delegate appointments, voting, proxy submissions and resolution considerations and submissions.

- (5) At a Special General Meeting convened upon a requisition of Members in terms of article 11(1), the 15 (fifteen) Members who requisitioned the meeting shall be personally present and shall form a quorum. If this number is not present within half an hour of the time appointed for the meeting, the meeting shall be dissolved.
- (6) The Chairman of the Board shall preside as Chairman at Special General Meetings of the Council.
- (7) If there is no Chairman, or if he/she is not present within 15 (fifteen) minutes of the time appointed for the meeting, or he/she is unwilling to act as Chairman, the delegates present shall elect a Chairman for the meeting.
- (8) The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Notice of an adjourned meeting must only be given if a meeting has been adjourned for more than 60 (sixty) days.

12. MANAGEMENT

- (1) Subject to the provisions of the Act and this Constitution, all decisions of the Council shall be enacted, managed, controlled and administered by the Board.
- (2) The Board shall comprise-
 - (a) three directors each of whom shall be the chairman, or failing him/her a nominee of each of the primary Societies;
 - (b) a maximum of two directors nominated by a simple majority of the votes of the delegates of all the Societies in the Provinces of Mpumalanga, Limpopo, North-West and Gauteng, which directors are ordinarily resident in one of those provinces;
 - (c) a maximum of two directors nominated by a simple majority of the votes of the delegates of all the Societies in the Provinces of Eastern Cape, Southern Cape, Northern Cape and Western Cape, which directors are ordinarily resident in one of those provinces;
 - (d) one director nominated by a simple majority of the votes of the delegates of all the Societies in the Province of KwaZulu/Natal, which director is ordinarily resident in that province;
 - (e) one director nominated by a simple majority of the votes of the delegates of all the Societies within the Province of the Free State, which director is ordinarily resident in that province;
 - (f) one director nominated by the Minister of Agriculture;
 - (g) Except with the consent of the Council in general meeting, the directors elected in article 12(2)(b)–(g) may not be members of a primary Society. In the event that such consent is given, they may not vote on matters which would directly impact upon their Society;
 - (h) the executive officer of the Council, who may at the discretion of the Board, be a director with full voting rights and entitled: "Executive Director".
- (3) There will not be less than 10 (ten) Directors unless the Council in general meeting by resolution changes the maximum or minimum number of Directors.

- (4) A person is not eligible for election as a Director or to continue in office as a Director, unless the person:
- (a) is over 18;
 - (b) permanently resides in South Africa;
 - (c) has no criminal record;
 - (d) has never been declared a delinquent director by a court of law; and
 - (e) subject to such other conditions determined by the Board.
- (5) If the conduct or position of any Director, is such that continuance in office appears to the other Directors to be prejudicial to the interests of the Council, the Directors at a meeting of Directors specifically called for that purpose may suspend that Director, if 75% (seventy five percent) of the Directors at that meeting vote in favour of suspending that Director. The confirmation of the suspension, annulment of the suspension, reinstatement of the Director or removal of the Director from office must be voted on at the next general meeting.
- (6) In the event a person is appointed in a Director's place following the removal of a Director under Article 12(5), the person will hold office for the period for which the Director replaced would have held office if the Director had not been removed.
- (7) The Council may by resolution passed in a meeting of the directors of the Board:
- (a) remove any Director before the end of the Director's period of office; and
 - (b) appoint another person in the Director's place.
- (8) The Director nomination process is as follows:
- (a) The Chief Executive Officer shall send a notice to all Societies requesting that they nominate candidates for election to the Board at least 4 (four) weeks prior to the nomination date;
 - (b) The notice shall state the number of vacancies for which nominations are required, as well as the date by which all nominations are to be received by the Council;
 - (c) Each Society may nominate as many candidates as there are vacancies;
 - (d) A separate nomination form, annexed as Annexure "B" hereto, is to be used for each candidate nominated. The forms shall be signed by the candidate/nominee and the two Societies nominating him/her, include a brief resume of the nominee.
 - (e) Where the number of persons so nominated does not exceed the number of vacancies available, they shall be deemed elected to the Board;
 - (f) Where the number of nominated candidates exceeds the number of vacancies, the Chief Executive Officer shall call for an election, which election shall be done by ballot.
- (9) The process in voting for a Director is as follows:
- (a) Ballot papers shall be in the form and/or format as set out as Annexure "C" hereto, including but not limited to an electronic submission format;
 - (b) A Society may cast only one vote in favour of their chosen candidates.
 - (c) The ballot paper shall be delivered, uploaded, or submitted in such format and/or manner as determined by the Council from time to time and/or as stipulated on the Ballot paper and ensure that same is submitted to the Council by such date and time as stipulated on the Ballot paper or system used for submission of the Ballot paper. In the event there are issues with an electronic submission of the ballot, technical or otherwise, then the Board may request a resubmission or a revote.
 - (d) A ballot paper submitted shall be rejected by the Chief Executive Officer if:
 - (i) the Society from whom the ballot has been received is not in good standing or has already cast a vote;

- (ii) the number of candidates opposite whose names crosses have been made exceeds the number of candidates to be elected.
 - (e) The Chief Executive Officer shall within 7 (seven) days as soon as possible after 08h30 on the first working day following the election day, access the ballot system or ballot submissions to firstly determine the validity of the ballot paper submissions.
 - (f) If the Chief Executive Officer is satisfied that a ballot paper has to be rejected, he/she shall endorse, record or mark it in any format that it is spoilt or rejected and record the basis upon which it has been rejected thereon. The ballot paper(s) or ballot paper submission shall be retained for verification purposes;
 - (g) Once the Chief Executive Officer has determined the validity of the ballot papers, he/she shall determine the number of votes which have been recorded in favour of each candidate;
 - (h) If an equal number of votes have been recorded for two or more candidates, the Chief Executive Officer shall determine by lot which of those candidates are deemed to be elected;
 - (i) The Chief Executive Officer shall print and bind all documents or keep an electronic format and thereafter seal them in a package marked "Election documents", together with the dates of the nomination and polling days, which shall be retained for three years.
 - (j) The Chief Executive Officer shall as soon as reasonably possible after the counting of the votes notify the relevant persons of their election as Directors to the Board.
 - (k) The Chief Executive Officer shall as soon as reasonably possible after the counting of the votes, advise Societies of the candidates who have been elected.
- (10) The Chief Executive Officer shall, as soon as reasonably possible after the election, report to the Board on:
- (a) the number of candidates nominated for the election;
 - (b) the number of nominations which he/she refused to accept and the reasons for each such refusal; and
 - (c) the number of ballot papers issued, submitted and rejected. He/She shall provide reasons for each rejection.
- (11) Only the particulars referred to in articles 12(9)(j) and 12(10) may be disclosed in regard to the election, except under law, or unless directed thereto by a competent court.
- (12) Subject to the provisions of article 12(5), 12(7) or 14, or unless removed from office at a general meeting, Directors shall hold office for a period of 2 (two) years from the annual General Meeting.
- (13) Directors shall be eligible for re-election.
- (14) At its first meeting the Board shall elect by a majority vote:
- (a) a Chairman from amongst the Directors. No Director shall be eligible for election as Chairman if he has held this position for the past four consecutive years;
 - (b) a Vice-Chairman and a Financial Director;
 - (c) a management committee of no less than five Directors, which shall include the Chairman, the Vice-Chairman, the Financial Director and the Chief Executive Officer. The management committee shall be responsible for the affairs of the Council and shall possess all the necessary rights and powers required to enable it to fulfil this responsibility. The management committee may co-opt additional Directors to serve on the management committee;
 - (d) These persons shall hold this appointment until the close of the next annual general meeting.
- (15) The Board may in its discretion -

- (a) appoint advisory Directors to fulfil such duties as the Board may direct, subject to such conditions as it may determine, including whether they should have a vote at Board meetings;
 - (b) invite to its meetings any person to attend and speak thereat;
 - (c) appoint a person(s) by way of a power of attorney signed by the Chairman to act on its behalf where necessary, subject to such terms and conditions as it may determine;
- (16) The primary Societies referred to in article 12(2)(a) are the three Societies whose individual annual audited income from legacies/inheritances is the greatest during the financial year preceding the election: Provided that -
- (a) if there is a dispute regarding the value of any legacies/inheritances, then the Council's auditors shall investigate the matter, and their expert decision shall be final; and
 - (b) no Societies shall be considered eligible for election as a primary Society if it has not been a Member in good standing for 24 (twenty-four) months prior to the first annual general meeting following the election of new Directors. If a primary Society falls into bad standing during its two-year appointment, then the Director appointed by that Society shall stand down and be replaced by a person appointed by the Society next to qualify in terms of this article. The new Director shall serve for the remaining period subject to the same conditions.
- (17) Directors may not hold any position in any organisation or entity, other than a Society registered with the Council in terms of section 8 of the Act, which is, in the opinion of the Board, an animal welfare organisation.
- (18) Directors are required to sign and adhere to a Code of Conduct.

13. PROCEEDINGS OF THE BOARD

- (1) The business of the Council is managed by the Board who may exercise all powers of the Council in terms of this Constitution, the Council's rules and any applicable legislation. The Board may further make any decisions relating to the Council in all matters that need not be resolved or exercised at a general meeting.
- (2) The Board may meet for the despatch of business whenever necessary and may otherwise adjourn or regulate its meetings as it deems fit.
- (3) A Board meeting may be held by the Directors communicating with each other by any telephonic, electronic, technological or other communication means by which all Directors can communicate adequately, they are able simultaneously to hear each other and to participate in discussion. The Directors need not all be physically present in the same place for a Board meeting to be held.
- (4) Notice of a Board meeting may be given in writing, or the meeting may be otherwise called using any technology consented to by all the Directors.
- (5) Decisions of the Board shall be determined by a simple majority of votes. In the case of an equality of votes the Chairman shall have a second or casting vote.
- (6) Upon receipt of a written request by 3 (three) Directors, the Chief Executive Officer shall convene a meeting of the Board to be held within 21 (twenty-one) days. The notice of such meeting shall state the particular business to be transacted thereat.
- (7) Sixty percent of the members of the Board shall constitute a quorum for any meeting of the Board.

- (8) In the event of that a vacancy arises on the Board for whatsoever reason, the remaining Directors may, should they deem it necessary, invite a suitably qualified person to accept office until the next annual general meeting following an election.
- (9) If the number of Directors is reduced below 10 (ten), the Directors shall take the necessary steps to increase that number, either by inviting a suitably qualified person to accept a position on the Board, or by calling for nominations from Societies.
- (10) If the Chairman of the Board is not present within 15 (fifteen) minutes of the time appointed for a meeting of the Board, the Directors shall appoint the Vice-Chairman to preside over the meeting. The Directors present may elect a Chairman of a Director's meeting if the Chairman or Vice-Chairman are not present.
- (11) The Board may delegate any of its powers to a person, a committee or committees as they deem fit. This person or committee shall fulfil its mandate upon such terms and conditions as may be imposed by the Board.
- (12) The Board may at any time revoke any delegation of power to a delegate.
- (13) At least one member of each delegate committee must be a Director, which Director shall be chosen as the Board deem fit.
- (14) A delegate must exercise its powers in accordance with any directions of the Board and a power exercised in that way is taken to have been exercised by the Board.
- (15) A committee shall elect a chairman of its meetings; if at any meeting the chairman is not present within five minutes after the time appointed for commencing the meeting, the members of the committee present may choose one of their number to be the chairman of the meeting.
- (16) The committee may meet and adjourn as thought proper. Motions put to any meeting of the committee shall be decided by a simple majority of votes of those present.
- (17) All acts done by the Board or by a committee thereof, or by any Director, notwithstanding that it shall be afterwards discovered that there was some defect in the appointment of such Board, committee or Director or that they or any of them were disqualified, be as valid as if such Board or committee were properly constituted and/or such person had been duly appointed and was qualified to be a Director or committee member.
- (18) The Board, or any committee appointed by it, may decide any question or pass any resolution telephonically, electronically, virtually or by the submission by electronic mail, as the case may be, of a proposal in writing couched in identical terms, and a written minute of any such telephonic, electronic or virtual decision verified as such by the signature of the Chairman of the Board or the committee, or Chief Executive Officer as the case may be, or the signed acceptance of such proposal by a majority of such Directors or committee members shall be deemed to be a decision taken at a duly constituted meeting and shall be recorded as such in the minutes of the next meeting of the Board or of the committee.
- (19) The Board or a committee may further pass a resolution without a Board meeting being held if at least 75% of the Directors or committee members entitled to vote on the resolution sign a document or electronically reply or vote and the reply or vote contains a statement that they are in favour of the resolution set out in the document. The round robin resolution is passed when the last Director signs, replies or votes in favour of the resolution. For purpose of such resolution, separate copies of a document may be used for signing, replying or voting by Directors if the wording of the resolution and statement is identical in each copy, other means of communication including but not limited to intranet, internet, e-mail, or cell phone text

message such as sms or Whatsapp may also be used as determined by the Chairman or in his/her absence the Vice-Chairman. Any document referred to in this article may be in the form of an electronic transmission. The minutes of Board or committee meeting must be recorded that a meeting was held in accordance with this clause.

- (20) The Board shall be solely responsible for the appointment of a Chief Executive Officer and such other executives as it sees fit to provide support for the Chief Executive Officer to the Council and all other paid employees, including officers and inspectors and shall adopt rules regulating their duties and conditions of service, and may in its discretion vary such rules and terminate such appointments in accordance with the Labour Relations Act 66 of 1995, as amended and any other labour laws applicable.

14. DISQUALIFICATION OF DIRECTORS

The office of a Director shall be vacated if he:

- (a) is or has been found guilty of any offence involving dishonesty;
- (b) resigns his office in writing to the Council;
- (c) is absent from three consecutive meetings of the Board without prior consent of the Board, provided that the three meetings are not all held within a 30 (thirty) day period;
- (d) is the nominee of a Society, and the Society either withdraws its nomination or is deregistered;
- (e) not being the nominee of the Minister, or Executive Director, ceases to be a member in good standing of a Society, or the Society of which he is either a member of staff or of the management committee falls into bad standing;
- (f) is removed from office by a majority vote of 75% of the Directors of the Board, as a result of a contravention of the Code of Conduct signed by him;
- (g) is prohibited by the Companies Act, other legislation or a court order from holding office or continuing as a Director in any capacity or at any juristic entity;
- (h) has a direct or indirect interest in any contract or proposed contract with the Council or any Society and fails to declare the nature of this benefit.

15. PAYMENTS TO DIRECTORS

No payment will be made to Directors of the Council other than:-

- (a) out of pocket expenses incurred by the Director in the performance of any duty as Director of the Council where the amount payable does not exceed an amount previously approved by the Board;
- (b) for any service rendered to the Council by the Director in a professional or technical capacity, where the nature and value of the service has the prior approval of the Board and where the amount payable is approved by the Board and is not more than an amount which commercially would be reasonable payment for the service.

16. RECORDS

- (1) The Council shall keep records in accordance with legislative requirements:
- (a) of the names and addresses of all Societies;
 - (b) of all officers and inspectors appointed by the Board;
 - (c) of the Directors present at each meeting of the Board, and of any committee of the Directors;
 - (d) of all resolutions and proceedings at meetings of the Board, and of any committee of the Directors.
- (2) Every Director attending a Board meeting shall sign his/her name in an attendance register.

17. ACCOUNTS

- (1) The Board shall cause true accounts to be kept of all moneys and property received, expended or otherwise disposed of by the Council. They shall also stipulate the manner in which such receipts, expenditure and disposition takes place.
- (2) The accounting records of the Council shall comply with the relevant provisions of both the Act and the Nonprofit Organisations Act, No 71 of 1997 as amended from time to time and the accounting standards applicable to such an Organisation.
- (3) The annual financial year of the Council shall terminate on the 31 March.
- (4) The Council's accounting records shall be kept at its principal place of business for such period as required by legislation and shall be available for inspection by the Directors at all reasonable times.
- (5) The Directors shall determine under what conditions such records shall be open to inspection by Societies.
- (6) The signature of the Chief Executive Officer or such other person authorised by the Board shall be sufficient receipt for the money received by the Council. All payments, negotiable instruments and contracts requiring signature in the ordinary course of business of the Council shall be signed by at least two persons authorised thereto by the Directors. In the absence of such authority, then they shall be signed by the Chairman and Chief Executive Officer and/or a Director.
- (7) The auditors appointed to audit the accounting records of the Council at the annual general meeting shall be registered under the Public Accountants and Auditors Act and shall not be a Director or hold any office under the Council other than that of auditor.
- (8) The audited financial statements of the Council shall be examined and passed by the Directors before circulation to the Members.
- (9) An annual report of the operations of the Council, together with the audited balance sheet and statement of accounts representing the Council's financial position at the close of the preceding year shall be sent to Members at least 28 (twenty eight) clear days prior to the annual general meeting.

18. CHANGES AND AMENDMENTS TO THE CONSTITUTION

- (1) This Constitution may be amended at a general meeting by special resolution, provided that:
 - (a) the amendment does not conflict with or limit the provisions of the Act or the implementation thereof;
 - (b) it is passed by at least a two thirds majority of the vote;
 - (c) written notice of the proposed changes to the Constitution must be circulated to Members 28 (twenty eight) days prior to the meeting where they will be voted upon;
 - (d) the amendment shall come into effect 60 (sixty) days after the publication of a notice to this effect in the Government Gazette.

19. LIABILITY

- (1) No Director, committee member or employee of the Council shall be answerable for, or liable to make good any loss occasioned or sustained by any cause, howsoever arising, save and except such loss as shall arise from or be occasioned by his/her own personal and wilful dishonesty.
- (2) No Director, committee member or employee of the Council shall be liable for any act of dishonesty committed by another Director, committee member or employee of the Council unless he/she was privy thereto or could reasonably been privy thereto.

- (3) The Directors, committee members and employees of the Council shall be indemnified by the Council against all claims and demands of whatsoever nature that may be made upon them arising out of the exercise or purported exercise of any of the powers conferred upon them by the Constitution.

20. NOTICES

(1) Serving of Notices

- (a) Notice may be given by the Council to any person who is entitled to notice under this Constitution:
- (i) by serving it on the person; or
 - (ii) by sending it by electronic mail to the person; or
 - (iii) if the notice is to be sent to a Member, then by serving it on the Member's business address according to the Council's records or by sending it to the Member's e-mail address according to the Council's records, or the address supplied by the Member to the Council for sending notices to the person.
- (b) For the purposes of delivery and/or services of any notices by a Member on the Council, the Council chooses the following physical address and electronical e-mail address:
6 Clark Road, Florentia, Alberton, 1449
E-mail: nspca@nspca.co.za
- (c) All notices will be presumed, unless contrary is proved to have been given:
- (i) if hand delivered during normal business hours on a business day, on the date of delivery;
 - (ii) if sent by electronic mail, on the date the text is transmitted.

21. INTERPRETATION OF CONSTITUTION AND RULES

If any provision of this Constitution or Rules are in direct conflict with any provision of the Act, the provision of the Act shall prevail.

Annexure "A"**APPOINTMENT OF DELEGATE TO VOTE**

We, the undersigned, duly authorised by resolution dated _____,

(which resolution is attached or the vote will be invalid) and adopted by the Committee of

_____SPCA, do hereby appoint

_____ or

failing him/her, a proxy in terms of Article 8(9) and 8(10)

_____ or

failing him/her, the Chairman of the meeting, to attend, act and vote on our behalf at the above-mentioned General Meeting. We further instruct our delegate as follows :-

Special Instructions :

failing which the delegate may vote or abstain at his/her discretion.

SIGNED AT _____ **THIS** _____ **DAY OF** _____ **20**_____

1 _____
CHAIRMAN/SECRETARY

2 _____
COMMITTEE MEMBER

PLEASE NOTE :

IMPORTANT This Letter of Appointment **must** be lodge at the office of the National Council of SPCAs by no later than **96 (ninety six) hours** ie _____ before the Annual General Meeting **via the relevant Jotform link**, otherwise your representative will not be able to act on your behalf.

Annexure 'B'**NOTICE FOR NOMINATIONS FOR CANDIDATES FOR ELECTION TO THE NATIONAL COUNCIL OF SPCAs BOARD OF DIRECTORS**

In terms of Article 12 of the Constitution we request nominations for candidates to serve on the Board of the National Council for the year _____. Nominations are sought for the following –

Eastern Cape and Southern Cape Province	1 Candidate
Western Cape and Northern Cape Province	1 Candidate
Free State Province	1 Candidate
KwaZulu Natal Province	1 Candidate
Mpumulanga and Limpopo Province, Gauteng and North West Province	2 Candidates

I, the undersigned, being duly authorised by resolution of the Committee of :-

Name of Society : _____

Hereby Nominate : _____

Resolution Dated : _____
(Signed resolution to be attached to this document, or the nomination will be invalid)

Name of Proposer : _____

Capacity : _____ Signature : _____

NOTE : Article 12 of the Constitution provides that –

- 1 A separate form shall be used for each candidate nominated. The form shall be signed by both the candidate and the Society nominating the candidate.
- 2 Each candidate requires 2 nominations.
- 3 The Nomination and Acceptance form shall be lodged with the Chief Executive Officer of the National Council of SPCAs on or before _____, **via the relevant Jotform link.**

ACCEPTANCE OF NOMINATION

I, the undersigned, hereby consent to accept nomination as a candidate for election to the Board of Directors of the National Council of SPCAs for the _____ year.

NAME : _____ SIGNATURE : _____

ADDRESS : _____

TELEPHONE NO : HOME : _____ OFFICE : _____

DATE : _____

Annexure "C"**BALLOT PAPER**

**THE NATIONAL COUNCIL OF SPCAs
ELECTION OF DIRECTORS TO THE NSPCAs BOARD**

NAME OF SOCIETY : _____

**PROVINCE IN WHICH YOUR
SOCIETY IS SITUATED** : _____

PLEASE READ THE FORM CAREFULLY BEFORE FILLING IN ANY INFORMATION

1 Place your cross in the square opposite the name on the ballot paper to register your vote –

1 Vote - Eastern Cape Province and Southern Cape Province

1 Vote - Western Cape Province and Northern Cape Province

1 Vote - Free State Province

1 Vote - KwaZulu Natal Province

2 Votes - Mpumalanga and Limpopo Province; Gauteng and North/West Province

(MARK WITH X IN THE SPACE PROVIDED)**

VOTE	SURNAME AND FORENAMES OF NOMINATED CANDIDATES	SPCA MEMBERSHIP	PROVINCE

2 The ballot paper must reach the Chief Executive Officer by no later than _____, via the relevant Jotform link.

Please note that ballot forms that are NOT sent via the above procedure, will not be counted. Please do not send your ballot form to any email address at the National Council.

3 If a Society is in breach of any of obligations in terms of the SPCA Act 169 of 1993 and rules, their vote will not be considered.

Members are hereby cautioned in terms of the provisions of the Constitution that, should a Member vote for more than the stipulated persons or fail to sign the ballot paper, the ballot paper will be invalid.

I, the undersigned, hereby declare that I have not already voted in this election.

SIGNATURE OF MEMBER

DATE

NAME

DESIGNATION

Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001
Contact Centre Tel: 012-748 6200. eMail: info.egazette@gpw.gov.za
Publications: Tel: (012) 748 6053, 748 6061, 748 6065