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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** **2023**

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

- **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**
- **29 December**, Thursday for the issue of Friday **06 January 2023**
- **06 January**, Friday for the issue of Friday **13 January 2023**
- **13 January**, Friday for the issue of Friday **20 January 2023**
- **20 January**, Friday for the issue of Friday **27 January 2023**
- **27 January**, Friday for the issue of Friday **03 February 2023**
- **03 February**, Friday for the issue of Friday **10 February 2023**
- **10 February**, Friday for the issue of Friday **17 February 2023**
- **17 February**, Friday for the issue of Friday **24 February 2023**
- **24 February**, Friday for the issue of Friday **03 March 2023**
- **03 March**, Friday for the issue of Friday **10 March 2023**
- **10 March**, Friday for the issue of Friday **17 March 2023**
- **16 March**, Thursday for the issue of Friday **24 March 2023**
- **24 March**, Friday for the issue of Friday **31 March 2023**
- **30 March**, Thursday for the issue of Thursday **06 April 2023**
- **05 April**, Wednesday for the issue of Friday **14 April 2023**
- **14 April**, Friday for the issue of Friday **21 April 2023**
- **20 April**, Thursday for the issue of Friday **28 April 2023**
- **26 April**, Wednesday for the issue of Friday **05 May 2023**
- **05 May**, Friday for the issue of Friday **12 May 2023**
- **12 May**, Friday for the issue of Friday **19 May 2023**
- **19 May**, Friday for the issue of Friday **26 May 2023**
- **26 May**, Friday for the issue of Friday **02 June 2023**
- **02 June**, Friday for the issue of Friday **09 June 2023**
- **08 June**, Thursday for the issue of Thursday **15 June 2023**
- **15 June**, Thursday for the issue of Friday **23 June 2023**
- **23 June**, Friday for the issue of Friday **30 June 2023**
- **30 June**, Friday for the issue of Friday **07 July 2023**
- **07 July**, Friday for the issue of Friday **14 July 2023**
- **14 July**, Friday for the issue of Friday **21 July 2023**
- **21 July**, Friday for the issue of Friday **28 July 2023**
- **28 July**, Friday for the issue of Friday **04 August 2023**
- **03 August**, Thursday for the issue of Friday **11 August 2023**
- **11 August**, Friday for the issue of Friday **18 August 2023**
- **18 August**, Friday for the issue of Friday **25 August 2023**
- **25 August**, Friday for the issue of Friday **01 September 2023**
- **01 September**, Friday for the issue of Friday **08 September 2023**
- **08 September**, Friday for the issue of Friday **15 September 2023**
- **15 September**, Friday for the issue of Friday **22 September 2023**
- **21 September**, Thursday for the issue of Friday **29 September 2023**
- **29 September**, Friday for the issue of Friday **06 October 2023**
- **06 October**, Friday for the issue of Friday **13 October 2023**
- **13 October**, Friday for the issue of Friday **20 October 2023**
- **20 October**, Friday for the issue of Friday **27 October 2023**
- **27 October**, Friday for the issue of Friday **03 November 2023**
- **03 November**, Friday for the issue of Friday **10 November 2023**
- **10 November**, Friday for the issue of Friday **17 November 2023**
- **17 November**, Friday for the issue of Friday **24 November 2023**
- **24 November**, Friday for the issue of Friday **01 December 2023**
- **01 December**, Friday for the issue of Friday **08 December 2023**
- **07 December**, Friday for the issue of Friday **14 December 2023**
- **15 December**, Friday for the issue of Friday **22 December 2023**
- **20 December**, Wednesday for the issue of Friday **29 December 2023**

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.

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

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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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GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 4152

8 December 2023

GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994) AS AMENDED

Notice is hereby given in terms of Section 11(1) (c) of the Restitution of Land Rights Act, No. 22 of 1994 as amended, that claims for **Restitution of Land Rights** have been lodged by **Mr. Fulathela David Mahlangu ID No. 5310055445082** on behalf of the Mahlangu Family on the property mentioned hereunder in the Steve Tshwete Local Municipality, Nkangala district in Mpumalanga Province: KRP 1182 and 1463

CURRENT PARTICULARS OF THE CLAIMANT AND PROPERTY
MOOIWATER 247 JS

PROPERTY DESCRIPTION	CURRENT LANDOWNER	TITLE DEED NUMBER	EXTENT	BONDS	BOND HOLDER	OTHER ENDORSEMENTS
The Remaining Extent of the farm Mooiwater 247 JS	Trippel P K Beleggings Pty Ltd [2006011184707]	T1208/2013	656.5504 hectares	B66333/1992	Landbank	<ul style="list-style-type: none"> • L-1961/2016C • K1760/1975S • K5539/2001RM in favour of Anglo Operations Pty Ltd

The Regional Land Claims Commissioner: Mpumalanga Province and that the Commission on Restitution of Land Rights will investigate the claims in terms of the provisions of the Act in due course. Any interested person who has an interest in the above-mentioned land claims is hereby invited to submit, within ninety (90) working days from the publication any comments/information to:

Chief Directorate: Land Restitution Support Mpumalanga Province
Private Bag X7201
Witbank
1035

OR

Shop E08 Saveways Crescent Centre
Cnr Mandela Drive and O. R. Tambo Street, Witbank, 1035
Tel: (013) 655-1000
Fax: (013) 690-2438


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

DATE: 2023/11/20

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 4153

8 December 2023

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 Nkosi Sendilo Milk ID No: 250211 5144 084 on behalf of Nkosi family on the properties mentioned hereunder situated in Umjindi Local Municipality under Ehlanzeni District Municipality in the Mpumalanga Province: [KRP:5588]

CURRENT PARTICULARS OF THE PROPERTIES

Waterfall 461 JT

Description of Property	Owner of Property	Title Deed Number	Extent of Property	Bonds	Bond Holder	Other Endorsement
R/E Extent of portion 1 of the farm Waterfall 461 JT	GREY-VAN INV PTY LTD [1978200575707]	T8782/2015	255.6161 ha	B3613/2015	ABSA BANK LTD	K1687/1984S K478/2015S

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:


MR. L.H. MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER
MPUMALANGA PROVINCE
DATE: 2023/11/20

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 4154

8 December 2023

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 Jerry Meitseki Nkosi ID NO: 411125 5380 0820 on behalf of Somcuba Bhevu Tribal Authority on the properties mentioned hereunder situated in City of Mbombela Local Municipality under Ehlanzeni District Municipality in the Mpumalanga Province: [KRP: 453]

CURRENT PARTICULARS OF THE PROPERTIES

Heidelberg 249 JT

Description of Property	Owner of Property	Title Deed Number	Extent of Property	Bonds	Bond Holder	Other Endorsement
The Remaining Extent of Portion 6	Panorama Agriculture Pty Ltd [201941682407]	T8491/2020	193,3919 ha	None	None	K593/1957
The Remaining Extent of Portion 29	Valle Verde Farming CC [200817498023]	T18772/2008	248,7349ha	B1395/2020	Standard Bank of South Africa	K2559/1974S in favour of Theunissen Coenraad Christiaan De Wet

Portion 49	Valle Verde Farming CC [2008174980023]	T18772/2008	52.9464ha	B1395/2020	Standard Bank of South Africa Ltd	None
Portion 118	Icaih Pty Ltd [201541391707]	T6824/2020	24.6027 SMQ	B3400/2020	Absa Bank Ltd	None
Portion 182	White River Saw Mills Pty Ltd [200603695407]	T2784/2019	16.3805ha	None	None	None

Sudwalaaskraal 271 JT

Description of Property	Owner of Property	Title Deed Number	Extent of Property	Bonds	Bond Holder	Other Endorsement
Portion 1	Boschkom Estates Pty LTD [195800141407]	T15390/1958	4.2827 ha	None	None	VA14/1995 in favour of T15390/1958
The Remaining Extent of Portion 3	Houtboschloop Development Co Pty Ltd [195700254007]	T6231/1958	595.8258ha	B11245/2008 B4205/2012 B50743/1995 B6467/2016	Absa bank Absa bank Ltd Absa bank Ltd Absa bank Ltd	K646/1980RM In favour of Omaruru Minerals Pty Ltd
The Remaining Extent of Portion 4	Mikon Farming CC [201005747423]	T7102/2012	294.6103ha	None	None	K3099/1979S in favour of Coetzee Johannes VA1308/2015 in favour of Mikon farming CC
Portion 5	Coetzee Johannes Lodewicus [5511145065083]	T41862/1979	171.3150 ha	None	None	None
The Remaining	Owen Spelonke Pty Ltd	T45222/1965	107.0549ha	B26817/1993	Boland	• B26817/1993

Extent of Portion 6	[65/08715/07]					B40493/1979 B73166/1998 B8007/1984 B91552/1992	None Boe Bank LTD Boland Boland Bank	K1084/1979RM in favour of Owen Spelonke Pty Ltd K216/1964
The Remaining Extent of Portion 8	Janson Alewyn Burger Rossouw [4910265067088]	T50084/1985	472.8813 ha			B79665/2007	Nedbank Ltd	VA3202/2001 In favour of Janson Alewyn Burger Rossouw VA4420/1999 In favour of Janson Alewyn Burger Rossouw
Portion 9	Bisschoff Pieter Johannes [5704105009080]	T11452/2016	85.6532ha			None	None	None
Portion 10	Lereko prop Co Pty Ltd [200503829507] SAPPI Manufacturing PTY LTD [195100318007]	T509/2009 T82917/1997	192.7284 ha			B483/2009 B484/2009	SAPPI LTD SAPPI Manufacturing PTY LTD	None
Portion 11	Coetzee Francois Gerhardus [5906195120087]	T8590/1995	314.5071ha			None	None	None
Portion 16	Sudwala Chalets Share Block Pty Ltd [91/07228/07]	T14757/1992	37.8299ha			None	None	VA6469/2002 In favour of Sudwala Chalets Share Block PTY LTD
Portion 20	Janson Familie Trust [7201/2006]	T130951/2006	237.0153ha			B165201/200 B4319/2018	Firststrand Bank LTD Firststrand Bank LTD	None

Portion 21	Coetzee Family Trust [12482/1998]	T97889/1999	64.95961ha	B100139/2007 B12537/2000	Firststrand Bank LTD Firststrand Bank LTD	VA2998/2000 In favour of Coetzee Family Trust
Portion 26	Sudwalaskraal Complex PTY LTD [[199601264207]	T8818/2015	7.3232ha	None	None	None
Portion 27	Houtboschloop Development CO PTY LTD [195700254007]	T2460/2019	378.7242ha	B11245/2008 B4205/2012 B50743/1995 B6467/2016	Absa Bank LTD Absa Bank LTD Absa Bank LTD Absa Bank LTD	

PINELANDS 501 JT (CONSOLIDATION OF PORTION 17 AND PORTION 19 OF THE FARM SUDWALAASKRAAL 271 JT)

Description of Property	Owner of Property	Title Number	Deed Number	Extent of Property	Bonds	Bond Holder	Other Endorsement
The Remaining Extent of the farm 501 JT	Leroko Prop Co Pty Ltd [200503829507] Sappi Manufacturing Pty Ltd [195100318007]	T1817/2009 T97460/2003		702.3615 ha	B1564/2009 B1565/2009	Sappi Manufacturing Pty Ltd Sappi Ltd	K1084/1979RM in favour of Owen Spelenke Pty Ltd K216/1964RM VA6506/2003 in favour of Geoff Twycross Trust
Portion 1	Pinelands 1 Pty Ltd [201841135507]	T3338/2019		8.9002 ha	B5803/2019	Absa Bank Ltd	

OWEN 500 JT (CONSOLIDATION OF PORTION 18 OF THE FARM SUDWALAASKRAAL 271 JT)

Description of Property	Owner of Property	Title Number	Deed Number	Extent of Property	Bonds	Bond Holder	Other Endorsement
The Remaining	Tenaparke Suid Afrika Pty	T101106/1994		225.6744 ha	None	None	VA917/2011 In

Extent of the farm 500 JT	Ltd [79/01169/07]						favour of Temaparke Suid-Afrika PTY
Portion 1	Temaparke Suid-Afrika PTY [79/01169/07]	T8758/2011	1516.0000SQ M	None	None	None	None

Barclays Vale 288 JT

Description of Property	Owner of Property	Title Deed Number	Extent of Property	Bonds	Bond Holder	Other Endorsement
The Remaining of the farm Barclays Vale 288 JT	QCK lezmin 4915 PTY LTD [201517748807]	T6548/2019	82.3840 ha	None	None	EX283/1986 K2216/1980S
The Remaining Extent of Portion 1	Carnbeg INV PTY LTD [196600203407]	T13632/1967	181.9586ha	None	None	VA5773/2006 in favour of Carnbeg INV PTY LTD
The Remaining Extent of Portion 3	Vincent Elizabeth Ann [3908260033007]	T54377/1988	35.0180 ha	B62557/1988	Smith Patricia Mary	I-1001/2010C K161/2018L In favour of Riverview Macs PTY
The Remaining Extent of Portion 4	Hotazel Dev No 1 PTY LTD [20141466407]	T6891/2017	22.2379ha	B3409/2020	Standard Bank of South Africa	None
Portion 6	The South African National Roads Agency LTD [199800958406]	T9007/2010	5.4505 ha	None	None	None
Portion 8	South African National Roads Agency SOC LTD [199800958430]	T10018/2015	4460.0000SQM	None	None	None

MOUNT CARMEL 495 JT (CONSOLIDATION OF PORTION 2 OF THE FARM BARCLAYS VALE 288 JT)

Description of Property	Owner of Property	Title Number	Deed Number	Extent of Property	Bonds	Bond Holder	Other Endorsement
Remaining Extent of the farm 495 JT	Lereko PROP CO PTY LTD [200503829507]	T1817/2009		260.9228 ha	B1564/2009	Sappi Manufacturing PTY LTD	None
					B1565/2009	SAPPI LTD	

THABA TIMBERS 326 JT (CONSOLIDATION OF PORTION 5 OF THE FARM BARCLAYS VALE 288 JT)

Description of Property	Owner of Property	Title Number	Deed Number	Extent of Property	Bonds	Bond Holder	Other Endorsement
Remaining Extent of the farm 326 JT	Lereko PROP CO PTY LTD [200503829507]	T507/2009		298.4458 ha	B479/2009	SAPPI LTD	None
					B480/2009	Sappi Manufacturing PTY LTD	

BOSCHJESKOP 250 JT

Description of Property	Owner of Property	Title Number	Deed	Extent of Property	Bonds	Bond Holder	Other Endorsement
The Remaining Extent of the farm 250 JT	K2014091900 PTY LTD [2014091900007]	T11193/2014		76.8809 ha	None	None	K1318/1987S K4374/2001RM In favour of Anglo Operations PTY LTD C353/1962-13982/42T
The Remaining Extent of Portion 1	Auslese Trust [3321/1994]	T14739/2016		284.6385	None	None	
The Remaining Extent of Portion 3	Mooimaak Beleggings CC [200902248323]	T123276/2002		84.5041 ha	B2220/2011	First Rand Bank Ltd	K115/1949S
					B3369/2018	First Rand Bank Ltd	K1177/1999S
					B4091/2012	First Rand Bank Ltd	1178/1999S
					B720/2015	First Rand Bank Ltd	
					B7937/2010	First Rand Bank Ltd	
Portion 4	Republic Of South Africa Republic Of South Africa	T33127/2002 T3162/1934		342.6128	None	None	None
Portion 5	Republic Of South Africa Republic Of South Africa	T3162/1934 T33127/2002		782.1568 ha	None	None	None
Portion 8	M T O Forestry PTY LTD [199400658608]	T804/2015		393.2698 ha	B258/2015 B3166/2016	Standard Bank OF South Africa LTD Standard Bank OF South Africa LTD	None

Portion 10	M T O Forestry PTY LTD	T804/2015	115.4861 ha	B258/20 B3166/201615	Standard Bank OF South Africa LTD Standard Bank OF South Africa LTD	None
Portion 17	Parker Victor Estates PTY LTD [196801116907]	T24547/1983	85.6534 ha	B1571/2015 B1648/2012 B1761/2016	Nedbank LTD Nedbank LTD Nedbank LTD	None
The Remaining Extent of Portion 19	Roses Macadamia Shamba Farm CC [201008808123]	T12849/2010	32.2412ha	None	None	I-4111/1999LG K3170/1999S
Portion 21	Obed Tsela Trust [2748/1994]	T48033/1997	21.4133 ha	None	None	None
Portion 22	Mooimaak Beleggings CC [200902248323]	T8718/2018	21.4132 ha	B3177/2018	First Rand Bank Ltd	None
Portion 23	Hac Lourens PTY LTD [200701745607]	T13123/2008	245.0890 ha	B2337/2019	Land & Landbou- Ontwikkelingsbank Van Suid-Afrika	VA1468/2019 in favour of Hac Lourens PTY LTD
The Remaining Extent of Portion 24	Terblanche Daniel Jacobus [5704235031087]	T90196/2004	43.5927 ha	B75982/2004 B9563/2005	Nedbank LTD Nedbank LTD	K542/1986S
Portion 25	Nelsrif Boerdery PTY LTD [200300759707]	T102685/1994	366.3616 ha	B107112/1994 B2703/2020	ABSA BANK LTD ABSA BANK LTD	<ul style="list-style-type: none"> • B107112/1994 • B2703/2020 • B3223/2019

					B3223/2019 B4447/2011	ABSA BANK LTD ABSA BANK LTD	K1319/1989S
The Remaining Extent of Portion 26	Roses Macadamia Shamba Farm CC [201008808123]	T12849/2010	55.0385ha	None	None	None	K6750/1994S
Portion 27	Roses Macadamia Shamba Farm CC [201008808123]	T14683/2017	27.9293ha	B5581/2017	Standard Bank of South Africa LTD	Standard Bank of South Africa LTD	K6750/1994S
The Remaining Extent of Portion 29	Joubert&Joubert Landgoed CC [199703601723]	T7179/2001	40.4039ha	B3122/2011 B5432/2015	Standard Bank of South Africa LTD Standard Bank of South Africa LTD	Standard Bank of South Africa LTD Standard Bank of South Africa LTD	None
Portion 30	Joubert&Joubert Landgoed CC [199703601723]	T7179/2001	49.4234 ha	B3122/2011 B5432/2015	Standard Bank of South Africa LTD Standard Bank of South Africa LTD	Standard Bank of South Africa LTD Standard Bank of South Africa LTD	None
Portion 31	Joubert&Joubert Landgoed CC [199703601723]	T7179/2001	59.0207 ha	B31222011 B5432/2015	Standard Bank of South Africa LTD Standard Bank of South Africa LTD	Standard Bank of South Africa LTD Standard Bank of South Africa LTD	K1795/2001S
Portion 32	K20141900 PTY LTD [201409190007]	T11193/2014	96.6542 ha	None	None	None	K1795/2001S
Portion 33	K20141900 PTY LTD [201409190007]	T11193/2014	50.8783 ha	None	None	None	None
Portion 34	K20141900 PTY LTD	T11193/2014	110.3471 ha	None	None	None	None

	[201409190007								
Portion 35	K20141900 PTY LTD [201409190007	T11193/2014	44.3467 ha		None	None	None	None	None
Portion 36	K20141900 PTY LTD [201409190007	T11193/2014	60.8056 ha		None	None	None	None	None
Portion 37	Landano Highlands and IVN CC [199907148223]	T4958/2014	10.423 ha		None	None	None	None	None
Portion 38	Kruger Pieter Johannes [7107075276085] Kruger Marisa [7902280101080]	T140422/2005 T140422/2005	6.7246 ha		B159125/2005 B6059/2018	Standard Bank of South Africa LTD Standard Bank of South Africa LTD	None	None	None
Portion 39	Landano Highlands and IVN CC [1999907148223]	T8780/2012	23.1693 ha		None	None	K1177/1999S K1178/1999S		
Portion 40	Landano Highlands and IVN CC 1999907148223]	T8780/2012	30.3280 ha		None	None	K1177/1999S K1178/1999S		
Portion 44	Basson Diederick Willem [6312025090088]	T24413/1999	14.6211 ha		B69311/2002	Nedcor Bank LTD	None		
Portion 46	Mooimaak Beleggings CC [200902248323]	T123276/2002	9.9140 ha		B2220/2011 B3369/2018 B4091/2012	Firststrand Bank LTD Firststrand Bank LTD Firststrand Bank LTD	K1911/2000S		

Portion 47	Lifehouse INV 33 PTY LTD [200200571107]	T112740/2004	51.5975 ha	B720/2015 B7937/2010 B98839/2004	Firststrand Bank LTD Firststrand Bank LTD Nedbank LTD	K3170/1999S VA6467/2004 in favour of Eugene Jacobus Martens Family Trust
Portion 48	Roses Macadamia Shamba Farm CC [201008808123]	T9529/2011	38.6359 ha	B5582/2017	Standard Bank of South Africa LTD	None
Portion 49	Parker Victor Estates PTY LTD [196801116907]	T122579/2004	61.2713 ha	B1571/2015 B1648/2012 B1761/2016	Nedbank LTD Nedbank LTD Nedbank LTD	None
Portion 51	Aproflo PTY LTD [202003662807]	T13126/2010	25.5250 ha	B2065/2020	Firststrand Bank LTD	None
Portion 54	Suid Afrikaanse Nasionale Padagentskap LTD [199800958406]	T3723/2011	2.0094 ha	None	None	None
Portion 58	Simon & Amanda Beleggings CC [200513050123]	T14738/2016	472.8303 ha	B1445/2015 B2731/2017 B3448/2020	Nedbank LTD Nedbank LTD Nedbank LTD	None

				B5915/2018	Nedbank	
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DATE: 2023/11/20

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 4155

8 December 2023

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 Jabulani Solomon Matsane. ID [490106646080] on behalf of Matsane Community on the following property mentioned hereunder situated under Thaba Chweu Local Municipality, Ehlanzeni District, Mpumalanga Province: KRP 2219

CURRENT PARTICULAR OF THE PROPERTY
RHENOSTERHOEK 213 JT

Description of property	Owner of Property	Title Deed Number	Extent of Property	Bonds	Bond Holder	Other Endorsements
The Remaining Extent of Portion 5	Hendrickrob Pty Ltd [199600797507]	T22595/2003	118.8218ha	None	None	None
Portion 6	Hendrickrob Pty Ltd [199600797507]	T20847/1966	208.4271 ha	B1981/2022 B29001/2003 B30239/1985 B3643/2019 B7648/1990 B9348/1994 B9349/1994	Firststrand Bank First Rand Batclays First Rand Bank Ltd First National Bank Eertse Nasionale Bank First National Bank	I-808/1976LG K3239/1982RM in favour of Jansen Petros Willem VA2751/2003
Portion 18	York Timbers Pty Ltd [199900641107]	T127464/2007	275.0990 ha	B153424/2007	MICAWBER558 PTY LTD	K7071/2007S

DOORNHOEK 236 JT

Description of property	Owner of Property	Title Deed Number	Extent of Property	Bonds	Bond Holder	Other Endorsements
Portion 1	York Timbers Pty Ltd [199900641107]	T127464/2007	1521.0909 ha	B153424/2007 ha	Micawber 55 Pty Ltd	K228/1998RM in favour of Ingwe Collieries Ltd K5434/1993RM K5435/1993RM K578//1943RM K7071/2007S K8204/1996RM in favour of Randgold & Exploration co Ltd VA 1886/2004 in favour of Randgold & Exploration co Ltd VA4626/2003
Portion 4	Long Tom Lumber Pty Ltd [199600797507]	T3375/2022	169.0094 ha	B1980/2022	Firststrand Bank	None
Portion 12	Kruger Phillipus Jeremias [3604725501608]	T12880/2021	124.322 ha	None	None	None

Portion 36	Plaas Doornhoek Gedeelte 22 cc [199606357723]	T14882/2015	121.404 ha	None	None	None
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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 Jabulani Solomon Matsane. ID [490106646080]** on behalf of **Matsane Clan** on the following property mentioned hereunder situated under **Thaba Chweu Local Municipality, Ehlanzeni District, Mpumalanga Province: KRP 2219**

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:

30 Samora Machel Drive
Restitution House
Nelspruit

OR

Commissioner for Restitution of Land Rights
Private Bag X 11330
Nelspruit
1200


MR L H MAPHUTHA
THE REGIONAL LAND CLAIMS COMMISSIONER
MPUMALANGA PROVINCE
DATE: 2023/11/03

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 4156

8 December 2023

GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994) AS AMENDED

Notice is hereby given in terms of section 11(1) (c) of the Restitution of Land Rights Act, 1994 as amended) that a claim has been lodged for restitution of land rights on:

REF NO.	CLAIMANT	PROPERTY DESCRIPTION	CURRENT LANDOWNERS	BONDS / NO BONDS	DEED OF TRANSFER	INTERESTED PARTIES
Z0336 (KRP 6591)	Madzela Jack Tshabangu	Portion 25 of farm Spitskop 533 JR	Gerhardus Petrus Marthinus & Maureen Roeleen van Jaarsveld	None	T106605/2013	Land Claimant, Current Landowners and the City of Tshwane Metropolitan Municipality
		Portion 0 (remaining extent) of farm Spitskop 533 JR	Kagiso Development Co-Operative Ltd		T55149/2003	
Z0088	Mr. Kleinbooi Ngoba Mahlangu	Portion 1 (RE) of farm Suikerbosfontein 529 JR Claimed Extent = 9.9334 hectares	Republiek Van Suid-Afrika & Premier Transvaal Diamond Mining CO LTD	None	T1623/1911 T5432/1905	Land Claimant, the current landowners, and the City of Tshwane Metropolitan Municipality

have been submitted to the Regional Land Claim Commission and that the Commission on Restitution of Land Rights will investigate the claims in terms of the provisions of the Act in due course. Any interested person who has an interest in the above-mentioned land claims are hereby invited to submit, within ninety (90) working days from the publication any comments/information to:

Chief Directorate: Land Restitution Support Gauteng Province
Private Bag X03
ARCADIA
0007
Tel: (012) 310-6500
Fax: (012) 324-5812


Mr. MS Maruma
Deputy Director IMS
RLCC Gauteng Province

MR. L.H MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER
DATE: 20/11/2023

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 4157

8 December 2023

GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT 22 OF 1994)

AMENDMENT OF NOTICE 208 OF 2014 AS CONTAINED IN GOVERNMENT GAZETTE NO: 37443 IN RESPECT OF A LAND CLAIM LODGED BY THE

LATE MR. SIMON BORAGESWANE BABILI, LAND CLAIM REFERENCED Z 0137

Notice is hereby given in terms of Section 11A (4) of the Restitution of Land Rights Act, 1994 (Act 22 of 1994) read together with section 11(1) (c) of the Restitution of Land Rights Act, 1994 (Act 22 of 1994) as amended, that an amendment is hereby made to Gazette Notice No. 208 of 2014 contained in Government Gazette No 37443 dated 20 March 2014. The Gazette is amended to add the additional claimed property as follows:

REF NO	CLAIMANT	PROPERTY DESCRIPTION	CURRENT LANDOWNERS	BONDS / NO BONDS	DEED OF TRANSFER	INTERESTED PARTIES
Z 0137	Mr. Simon Borageswane Babedi	Portion 7 of farm Leeuwkop 687 JR	National Government Republic of South Africa	N/A	T164548/2007	Land Claimant, Current Landowners and the City of Tshwane Metropolitan Municipality

Take further notice that the Commission on Restitution of Land Rights will investigate the claim in terms of the provisions of Rule 5 of the Rules Regarding Procedure of Commission Established in terms of section 16 of Restitution of Land Rights Act as amended. Any interested party on the claim is hereby invited to submit, representations in terms of section 11A of the Restitution of Land Rights Act 22 of 1994 as amended within 90 (Ninety) working days from the publication date of this notice, any comments/information may be send to:

Chief Directorate: Land Restitution Support Gauteng Province
Private Bag X03

ARCADIA

0007

Tel: (012) 310-6500

Fax: (012) 324-5812

MR. L.H. MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER

DATE: 2023/11/24

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 4158

8 December 2023

AMENDMENT OF GOVERNMENT GAZETTE NUMBER 39960 NOTICE 484 DATED 29 APRIL 2016 IN RELATION TO THE LAND CLAIM THAT WAS LODGED BY LATE MR. FHEDZISANI SIMON TSHISHONGA ON BEHALF OF TSHITUNGULWANE COMMUNITY.

Notice is hereby given in terms of the proviso to section 11A(4) of the Restitution of Land Rights Act, Act No. 22 of 1994 of the amendment of Notice 484 dated 29 April 2016 in Government Gazette number 39960.

The amendment of this gazette is made because of an obvious error in the description and hectares of the subject properties.

Notice 484 dated 29 April 2016 in Government Gazette number 39960 is amended by writing the correct description and hectares of the subject properties to this notice.

PROPERTY NAME	OWNER'S DETAILS	EXTENT	TITLE DEED NUMBER	ENCUMBRANCES
Frank Mennie 229 LT	National Government of Republic of South Africa	1713.0783	T16048/1989PTA	I-12922/2012CPTA I-4531/2016LGPTA CONVERTED FROM PTA GAZANKULU LT,229 RELEASED-AREA
Natorp 227 LT	National Government of Republic of South Africa	1713.1297	T16048/1989PTA	I-1596/2010LGPTA I-12922/2012CPTA K5372/2012SPTA K5374/2012SPTA CONVERTED FROM PTA GAZANKULU LT,227
Krause 226 LT	National Government Of The Republic Of South Africa	1403.6532	T13682/1989PTA T80714/2012PTA	I-12922/2012CPTA CONVERTED FROM PTA GAZANKULU LT,226
McKechie 228 LT	National Government Of The Republic Of South Africa	1713.1039	T15884/1989PTA T80714/2012PTA	I-1597/2010LGPTA I-12922/2012CPTA K5372/2012SPTA K5373/2012SPTA CONVERTED FROM PTA GAZANKULU LT,228 -
Remaining Extent of Seelig 206 LT	National Government Of The Republic Of South Africa	1690.0599	T14137/1989PTA	I-4361/2016LGPTA K2318/2012SPTA K6375/1999SPTA CONVERTED FROM PTA GAZANKULU LT.206 VORIGE GROOTTE-1767, 4252H
Portion 1 Of Seelig 206 LT	Collins Chabane Local Municipality	77.3653	T116562/1997PTA	I-144/2022C VA184/2022 CONVERTED FROM PTA

The Office of the Regional Land Claims Commissioner: Limpopo has investigated this land claim and any party that has an interest in the above-mentioned properties is hereby invited to submit in writing, within 30 days of publication of this notice, any comment, objection, or information under reference 1848.

The Regional Land Claims
Commissioner:Limpopo
Private Bag X 9552
Polokwane
0700

OR Submissions may also be hand delivered to:
61 Biccard Street
Polokwane
0700

OR
13TH - 15TH Floor Thabakgolo Nedbank Building
50 - 58 Landros Mare Street
Polokwane, 0700

MR. LEBJANE MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER
DATE: 2023/11/24

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 4159

8 December 2023

GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT 22 OF 1994)

AMENDMENT OF NOTICE 1729 OF 2007 AS CONTAINED IN GOVERNMENT GAZETTE NO: 30537 IN RESPECT OF A LAND CLAIM LODGED BY MR.

BITJINYANA GEORGE THOBANA, LAND CLAIM REFERENCED Z 0341 (KRP 5547)

Notice is hereby given in terms of Section 11A (4) of the Restitution of Land Rights Act, 1994 (Act 22 of 1994) read together with section 11(1) (c) of the Restitution of Land Rights Act, 1994 (Act 22 of 1994) as amended, that an amendment is hereby made to Gazette Notice No. 1729 of 2007 contained in Government Gazette No. 30537 dated 07 December 2007. The Gazette is amended to correct the reference number in respect of the land claim lodged by Mr. Bitjinyana George Thobana as follows:

REF NO	CLAIMANT	PROPERTY DESCRIPTION	CURRENT LANDOWNERS	EXTENT (HECTARES)	DEED OF TRANSFER	INTERESTED PARTIES
Z 0341 (KRP 5547)	Mr. Bitjinyana George Thobana	Portion 5 of the farm Valschspruit 458 JR	National Government of the Republic of South Africa.	480.7614 (Claimed Extent = 66 hectares)	T37209/1988MPU T447/2019	Land Claimant, the current landowners, and the City of Tshwane Metropolitan Municipality
		Portion 16 of the farm Valschspruit 458 JR	National Government of the Republic of South Africa.	242.7402	T37923/1986MPU T11790/2012MPU	

Take further notice that the Commission on Restitution of Land Rights will investigate the claim in terms of the provisions of Rule 5 of the Rules Regarding Procedure of Commission Established in terms of section 16 of Restitution of Land Rights Act as amended. Any interested party on the claim is hereby invited to submit representations in terms of section 11A of the Restitution of Land Rights Act 22 of 1994 as amended within 90 (ninety) working days from the publication date of this notice, any comments/information may be send to:

Chief Directorate: Land Restitution Support Gauteng Province
Private Bag X03
ARCADIA

0007

Tel: (012) 310-6500

Fax: (012) 324-5812


MR. L.H. MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER

DATE: 2023/11/24

DEPARTMENT OF HEALTH

NO. 4160

8 December 2023



health

Department:
Health
REPUBLIC OF SOUTH AFRICA

NATIONAL DEPARTMENT OF HEALTH

MINISTERIAL ADVISORY COMMITTEE ON THE PREVENTION AND CONTROL OF
CANCER

TERMS OF REFERENCE

1. BACKGROUND

- 1.1 The Ministerial Advisory Committee on the Prevention and Control of Cancer will advise the Minister on all matters related to the National Prevention and Control of Cancer Programme in line with Section 91 (1) of the National Health Act, 2003.
- 1.2 The first Committee was appointed by former Health Minister Dr A Motsoaledi in 2012 for the period of three (3) years. The second Committee was also appointed by Dr A P Motsoaledi on 21st December 2016. The Term of Appointment of this Committee was extended initially to 31st March 2021 and further extended to 31 December 2021. The sitting Committee proposed consideration of review of the Terms of Reference contained in the Government Gazette 15 June 2012 to ensure a relevance response to the burden of cancer in the country.
- 1.3 Cancers, together with Cardiovascular Diseases, Chronic Respiratory Diseases and Diabetes are the leading causes of preventable mortality and morbidity. These Non-Communicable Diseases (NCDs) are recognised by the World Health Organisation (WHO) as causing 71% of global deaths, 85% of which occur in low and middle income countries. According to IARC Global Cancer Observatory (GLOBOCAN, 2020) there were an estimated 19.3 million new cases and 10.0 million cancer deaths worldwide.
- 1.4 A Report on the Mortality and Causes of Death in South Africa (2017) by Statistics South Africa, ranked neoplasms 5th among the main causes of death from 2016 to 2017, accounting for 9.7% of all deaths. Cancers impact negatively on the overall health status of the population and place huge burden on the patient, families the health service and the general economy of especially developing countries.
- 1.5 Government's response to the prevention and control of cancer is informed by global and national directives including Target 3.4 and related Targets of the Sustainable Development Goals 2030, WHA Resolutions related to Cancer among Children and Adults, The WHO Global Action Plan on the Prevention and Control of Non-Communicable Diseases 2013-2020, the National Cancer Strategic Framework for South Africa 2017 – 2022 and Regulation on the establishment of Cancer Registry No. R.380. of 26 April 2011.

- 1.6 Statutory, Policy and Strategic guidance must be complemented by advice from stakeholders including Patients, Civil Society Organisations, Expert Clinicians, the National Cancer Registry and Statistics South Africa.

2. PURPOSE AND MANDATE

To establish the National Advisory Committee on the Prevention and Control of Cancer ("the Committee") that will advise the Minister and the Deputy Minister on all matters related to the National Prevention and Control of Cancer in line with Section 91(1) of the National Health Act.

3. COMPOSITION OF THE COMMITTEE

The Committee must constitute members whose nomination is approved by the Minister of Health.

- 3.1 One specialist with at least five years' experience representing each of the Specialties; whose registration is recognised by the Health Professions Council of South Africa (HPCSA) or relevant Statutory Body; and who is self-nominated, nominated by a colleague; Institution or by a respective Professional Association or Society or Academic Institution:
- 3.1.1 Medical oncology;
 - 3.1.2 Radiation oncology;
 - 3.1.3 Clinical haematology;
 - 3.1.4 Paediatric oncology;
 - 3.1.5 Surgical oncology;
 - 3.1.6 Palliative care;
 - 3.1.7 Oncology: Social Work;
 - 3.1.8 Oncology: Nursing; and
 - 3.1.9 Pharmacy.
- 3.2 One Pathologist from the National Health Laboratory Services;
- 3.3 One epidemiologist with expertise in oncology who is nominated by a Dean of a Faculty of Health Sciences;
- 3.4 One official of the National Health Laboratory Service representing the National Cancer Registry who is nominated by the CEO of the National Health Laboratory Service;
- 3.5 One cancer survivor representing cancer survivors who is self-nominated, nominated by other survivors or their families or any other Stakeholder in the field of cancer;
- 3.6 One person representing Non-Governmental Organisations (NGOs) which work in the field of cancer who is nominated by a respective NGO;
- 3.7 One official representing Statistics South Africa who is nominated by the Statistician General;

- 3.8 One official in the employ of National Department of Health dealing with health information who is nominated by the Director-General of Health; and
- 3.9 One official in the employ of National Department of Health dealing with cancer related policy who is nominated by the Director-General of Health.

4. SELECTION CRITERIA OF MEMBERS

The Minister, the Deputy Minister and where applicable the Director-General; shall consider nominations and apply his mind to the appointment of members, recognising fairness with regards to race and gender and in terms of their recognized knowledge, expertise and experience in the relevant area as contained in their respective curriculum vitae.

5. CONDITIONS OF APPOINTMENT TO THE COMMITTEE

- 5.1 A member of the Committee holds office for a period of five (5) years;
- 5.2 At the expiry of the term of office, a member may be reappointed for another one (1) Term after the initial appointment term;
- 5.3 Nominees of the National Cancer Registry, Department of Health and Statistics SA may be appointed for more than one (1) Term.
- 5.4 A member of the Committee must vacate office:
 - 5.4.1 If the Minister at any time terminates his or her membership for bringing the Committee into disrepute;
 - 5.4.2 The member can no longer perform the duties of the Committee;
 - 5.4.3 The member is convicted of an offence and sentenced to prison without an option of a fine;
 - 5.4.4 The member is absent from more than two consecutive meetings of the Committee without leave of the Chairperson;
 - 5.4.5 The Member is suspended by a relevant Statutory Body;
 - 5.4.6 The member resigns by written notice to the Minister; or
 - 5.4.7 The member is withdrawn by the nominating body, as applicable.
- 5.5 Under the guidance of the Chairperson, the Committee may establish, working groups, *ad hoc* committees and sub-committees, consisting of required number of many persons appointed by the Chairperson, for such period as the Committee considers necessary; and
- 5.6 The Committee must determine and finalize the Terms of Reference of a working group, *ad hoc* or sub-committee within one (1) month of such establishment.

6. SCOPE AND FUNCTIONS OF THE COMMITTEE

- 6.1 The Committee will confirm a Business Plan including an estimated Budget within 4 weeks of the first meeting which must be shared for the information of the Minister of Health and the Director-General and;
- 6.2 The Scope of work includes but will not be limited to advising the Minister, the Deputy Minister or the Director-General, as applicable on:
 - 6.2.1 Forecasting, Planning and Analyzing the Evaluation of services;
 - 6.2.2 National and Population Based Cancer Registration;
 - 6.2.3 Access to Medical Devices, Essential Medicines, Diagnostics and Treatment;
 - 6.2.4 Consideration for cancer prevention and control within the provision of the National Health Insurance;
 - 6.2.5 Continuation of the continuum of cancer services during health emergencies and other states of disaster;
 - 6.2.6 Research implementation and evaluation; and
 - 6.2.7 Global and Regional Partnerships.

7. CHAIRPERSON AND DEPUTY CHAIRPERSON

- 7.1 The Committee must at its first meeting elect from among its members a chairperson and a deputy chairperson;
- 7.2 When the chairperson is absent or is unable to perform his or her functions as chairperson or whenever the office of chairperson is vacant, the deputy chairperson shall act as chairperson during such absence or incapacity or until a chairperson is appointed; and
- 7.3 If both the chairperson and the deputy chairperson are absent or unable to perform the functions of the chairperson or whenever both the office of chairperson and the office of deputy chairperson are vacant, the Committee shall elect any other member to act as chairperson during such absence or incapacity or until a chairperson is appointed or a deputy chairperson is elected.

8. MEETINGS OF THE COMMITTEE

- 8.1 The first meeting of the Committee shall be held within 30 days of its appointment at a time and place to be determined by the Department;
- 8.2 Any subsequent meetings must be held as often as may be necessary for the proper performance of the functions of the Committee, but at least once in every six months, at a time and place determined by the Chairperson;
- 8.3 The Chairperson may at any time convene a special meeting of the Committee, to be held on such a date and at such place as he or she may determine and he or she must, upon a written request by the Director-

General or a written request signed by a majority of members, convene a special meeting to be held, within thirty days after the date of receipt of the request, on such a date and at such a place as he or she may determine;

8.4 Meetings should be face to face and in the event of virtual meetings being hosted, the Department must ensure that Members are enabled to access adequate virtual platforms.

8.5 The chairperson must:

8.5.1 Instruct on the convening of meetings;

8.5.2 Consider and approve the draft agenda of the meeting;

8.5.3 Clearly state the purpose of the meeting; and

8.5.4 Ensure the orderly conduct of meetings and that all resolutions are recorded and enacted within the stipulated timeframe.

8.6 Any member who is unable to attend a meeting of the Committee must before the meeting give notice to the chairperson.

9. QUORUM AND PROCEDURE AT MEETINGS

9.1 The majority of the members of the Committee shall constitute a quorum at any meeting of the Committee;

9.2 A decision of the majority of the members of the Committee present at any formally constituted meeting of the Committee shall constitute a decision of the Committee, provided that in the event of an equality of votes the Chairperson or member presiding shall have a casting vote; and

9.3 No decision taken by the Committee or act performed under the authority of the Committee shall be Invalid by reason only of an Interim vacancy on the Committee.

10. THE COMMITTEE MUST COMPLY WITH GOVERNANCE REQUIREMENTS

10.1 Keep proper records;

10.2 Disclose all conflicts of interest;

10.3 Disclose the receipt of gifts;

10.4 Adhere to an applicable Code of Conduct;

10.5 Adhere to rules of confidentiality; and

10.6 Complete a financial declaration form as prescribed by the public service. All committee members must declare any potential conflicts of interest (as outlined by the Public Service Commission) to the chairperson.

11. REPORTING AND COMMUNICATION WITH THE MINISTER

- 11.1 The Committee will submit Quarterly Business Plan Progress Reports to the Minister of Health, the Deputy Minister and the Director-General: Health;
- 11.2 The Committee will identify priority areas and prepare Advisories for consideration by the Minister of Health or as applicable the Director-General and request a response from the Minister or the Director-General, as applicable within two weeks of the Advisory being received by the Minister; and
- 11.3 The Committee will seek urgent face to face meetings with the Minister, the Ministry or the Director-General, as applicable to make recommendations on addressing matters of public emergency or similar.

12. SECRETARIAT

- 12.1 The Secretariat is provided by Chronic Disease, Disabilities and Geriatrics Directorate;
- 12.2 The Secretariat will:
 - 12.2.1 Circulate notice of the meeting and minutes of the previous meeting three weeks ahead of the meeting and meetings maybe face to face or hosted virtually;
 - 12.2.2 Make all required logistic arrangements to host meeting;
 - 12.2.3 Follow up on Actions;
 - 12.2.4 Compile minutes of the meetings; and
 - 12.2.5 Ensure communication with Members.

13. FINANCIAL IMPLICATIONS OF THE COMMITTEE

Administrative and Professional Activities of the Committee and respective sub-structures will be funded by the Cluster: Non-Communicable Diseases.

14. REMUNERATION OF MEMBERS OF THE COMMITTEE

Members of the Committee shall be remunerated and reimbursed for expenses incurred in accordance with Treasury Regulations.


DR MJ PHAAHLA, MP
MINISTER OF HEALTH
DATE:

10/12/2021

DEPARTMENT OF HEALTH

NO. 4161

8 December 2023

**REGULATIONS RELATING TO THE PROFESSIONS OF
REFLEXOLOGY AND THERAPEUTIC REFLEXOLOGY**

The Minister of Health intends, in terms of section 38 of the Allied Health Professions Act, 1982 (Act No. 63 of 1982), after consultation with the Allied Health Professions Council, to make the regulations as set out in the Schedule.

Interested persons are invited to submit substantiated comments or representations in writing on the proposed amendments to the regulations to the Director-General: Health, Private Bag X828, Pretoria, 0001 (for the attention of the Director: Public Entities Governance, mihloti.mushwana@health.gov.za and godfrey.tsebe@health.gov.za), within three months of the date of publication of this notice.



DR M.J. PHAAHLA, MP

MINISTER OF HEALTH

DATE: 08/11/2023

SCHEDULE

Definitions

1. In this Schedule any expression defined in the Act bears that meaning and, unless the context otherwise indicates-

“reflexology” means the art of holistic practice of treatment of reflex points on the feet, legs, hands, arms, face, ears and body, corresponding to every part of the body;

“reflexology therapy” means the physical application of hand, finger and thumb pressure techniques in order to stimulate the reflex areas on the feet, legs, hands, arms, face, ears and body of a person, or the manual mobilisation of soft tissue structures in the hands and feet, or by using other reflexology devices or equipment based on education and training, as approved by the Council, from time to time, at the recommendation of the applicable professional board and published in the *gazette*, for a therapeutic outcome, maintenance and prevention of illness and imbalances in a person;

“reflexologist” means a person registered as a reflexologist under the Act, who may treat or provide physical treatment in humans for the purpose of relaxation and well-being;

“therapeutic reflexologist” means a person registered as a therapeutic reflexologist under the Act, who may treat or provide treatment for pre-diagnosed physical disease, illness or deficiencies in humans; or prevent such physical disease, illness or deficiencies in humans for the purpose of a therapeutic outcome; and

“the Act” means the Allied Health Professions Act, 1982 (Act No. 63 of 1982).

Acts specifically pertaining to the profession of a reflexologist

2. The following are acts specifically pertaining to the profession of a reflexologist-
- (a) The physical examination and preparation of any person's feet for reflexology therapy to provide physical treatment for the purpose of relaxation and well-being;
 - (b) The treatment of any person using reflexology, including, but not limited to, by –
 - (i) the manual relaxation techniques such as Achilles tendon stretch and pinching, ankle and toes rotation, wringing or twisting of the feet, kneading specific reflex areas; and
 - (ii) using sequence procedures such as thumb rotation, finger or thumb walking on the reflex areas in the feet.
 - (c) Other acts specifically pertaining to the profession of reflexology based on the education and training of reflexology as may be approved by the Council, from time to time, at the recommendation of the applicable professional board and published in the *gazette*.

Acts specifically pertaining to the profession of a therapeutic reflexologist

3. The following are acts specifically pertaining to the profession of a therapeutic reflexologist-
- (a) The physical examination and preparation of any person's hands, ears, face, feet and legs for the purpose of treating or providing

treatment in accordance with reflexology treatment principles and protocols for pre-diagnosed physical disease, illness or deficiencies in any person or to prevent such physical disease, illness or deficiencies in such person.

- (b) The treatment or prevention of any physical disease, illness or deficiency in any person using reflexology, including, but not limited to, by –
- (i) assessing the integumentary and myofascial structure and evaluating the individual's needs or potential needs and taking into account the current physical, biological, psychological, social and cultural factors and their influence on the individual;
 - (ii) performing assessment of the reflex areas in the feet, body, legs, hands, arms, face and ears in determining and preparing a treatment protocol;
 - (iii) recording of patient's personal details, the health history pertaining to the condition of the patient, vital signs, treatment and recommendation details as well as progress;
 - (iv) the manual relaxation techniques such as Achilles tendon stretch and pinching, ankle and toes rotation, wringing or twisting of the feet, kneading specific reflex areas;
 - (v) using sequence procedures such as thumb rotation, finger or thumb walking on the reflex areas in the feet;
 - (vi) the application of specific hand, finger and thumb techniques in order to stimulate the reflex areas on the feet, legs, hands, arms, face, ears and body, the manual mobilisation of soft tissue structures on the feet or using

other reflexology devices / equipment based on education and training, as approved by the Council, from time to time, at the recommendation of the applicable professional board and published in the *gazette*, for a therapeutic outcome and prevention of conditions of illness in patients; and

(vii) advising the patients on health and self-care that includes hand and foot care, nutrition and lifestyle;

(c) Other acts specifically pertaining to the profession of therapeutic reflexology based on the education and training of therapeutic reflexologists as approved by the Council, from time to time, on recommendation of the applicable professional board and published in the *gazette* by the Council.

Remedies relating to therapeutic reflexology

4. Subject to the provisions of the Medicines and Related Substances Act, 1965 (Act No. 101 of 1965), a registered therapeutic reflexologist may, for the purposes of his or her practice and within the scope of practice relevant to his or her profession, possess or have under his or her control substances intended exclusively for external application to the skin to facilitate the reflexology therapy process, including but not limited to carrier oils, butters, creams, talcs and powders, which exclude medicines.

Short title

5. These regulations are called the draft Regulations relating to the Professions of Reflexology and Therapeutic Reflexology, 2023.

DEPARTMENT OF HOME AFFAIRS

NO. 4162

8 December 2023

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

1. The Director-General has authorized the following persons to assume the forename printed in *italics*:
2. Siwaphiwe Kadeni - 050614 1006 *** - Nxokwana Area, CENTANE, 4980 - *Siwaphiwe Somila*
3. Pooja Maikoo - 000331 0207 *** - 1A Crowned Eagle Way, PIETERMARITZBURG, 3201 - *Alayna*
4. Irene Tibane - 900930 0026 *** - House No D133, Danisane Village, MAPELA, 0610 - *Makhaokane Irene Louretta*
5. Sainabu Adilu - 050802 0428 *** - 38 Dowling Avenue, NEWCLARE, 2093 - *Zainab*
6. Zinhle Mazibuko - 970502 0978 *** - 2604 Cultivar Street, Pocket 3, SAVANNA CITY, 1984 - *Zinhle Pamela*
7. Raeesah Koza - 040314 0860 *** - Malomini Area, TUGELA FERRY, 3010 - *Sphesihle Minenhle*
8. Noqhubekeka Komani - 980109 0861 *** - F35 Sweet Home, Vlei, PHILLIP, 7785 - *Sisonke Noqhubekeka*
9. Geralda Petersen - 980414 0072 *** - 88 Gash Crescent, Leiden, DELFT, 7100 - *Nabeelah*
10. Ashca Johanessen - 970309 0342 *** - 23B Johnvlei Walk, HANOVER PARK, 7780 - *Abqurah*
11. Gugu Ndarane - 920518 0398 *** - 11853 Ndlovu Street, Extension 14, VOSLOORUS, 1475 - *Gugulami*
12. Phindi-Vanessa Rooi - 010804 0089 *** - 46 Sigorei Place, ANNILIN, 0066 - *Vanessa*
13. Portia Manamela - 970103 0783 *** - Moime Village, NAPHUNO, 0870 - *Maite Portia*
14. Lizzy Molale - 920917 0544 *** - 26347 Promisland, Phutanang, KIMBERLEY, 8345 - *Liezel*
15. Charlein Pienaar - 951022 0212 *** - 1579 Dalton Plakkers, Breipaal, DOUGLAS, 8730 - *Charlein Hope*
16. Lebogang Tseletsele - 900801 0281 *** - 55 Knoetze Street, Hospital Park, ODENDAALSRSUS, 9480 - *Thandiwe*
17. Ashlyn Hanekom - 920503 0489 *** - 1B Greatfish Avenue, MANENBERG, 7764 - *Almas*
18. Vuyiswa Princess Gamnca-Matinise - 860910 0489 *** - House No 427, Newtown, Phakamisa, KING WILLIAMS TOWN, 5600 - *Vuyiswa*
19. Noncedo Felicia Reme-Mnandi - 820729 0655 *** - 58 Sidwadwa Drive, Sidwadwa, MTHATHA, 5099 - *Ncedo-Ka-Mathana*
20. Machoene Antoinette Molokomme - 990315 0066 *** - 1 Mhiri Street, LITTLE MANHATTAN GARDENS, 0008 - *Antoinette*
21. Neliswa Doris Letuka - 851019 0471 *** - House No 5605, Shayamoya, KOKSTAD, 4700 - *Sanelisiwe*
22. Candice Monique Chitter - 910310 0055 *** - 32 Woodswallow Road, NEW HORIZONS, 7941 - *Ayishah*
23. Lehwelebe Koketso Rosina Kgwete - 051104 0839 *** - House No 300, Spookpark, MMOTONG, 0742 - *Pheladi Koketso Rosina*
24. Brenda Kgaugelo Mabalela - 840830 0743 *** - House No 20038, Hans Village, Mapela, MOKOPANE, 0610 - *Kgaugelo Mokgaetji*
25. Nangamso Siyolisiwe Zoya - 000107 0127 *** - 2499 Nazo Street, FORT BEAUFORT, 5720 - *Siyolisiwe Nangamso*
26. Belinda Tairene Potgieter - 980324 0021 *** - 7 Windsor Glades, SPRINGFIELD, 6070 - *Violishia Tairene*
27. Reitumetse Lovedalia Leburu - 890629 1040 *** - 1934 Rubushe Street, Galeshewe, KIMBERLEY, 8300 - *Reitumetse Bontle Lovedalia*
28. Elizabeth Muhlabathi Ntuli - 800408 0355 *** - 5510246 St Kingsburg West, Illovo North, AMANZIMTOTI, 4126 - *Khabonina Mathunz'Amafu Nomoya*
29. Ntshengedzeni Salome Maiwashe - 630905 0024 *** - Thohoyandou E, THOHOYANDOU, 0950 - *Salome*

30. Sarender Ashante Mnisi - 050726 0499 *** - Stand No 63, Salubindza Trust, HAZYVIEW, 1242 - *Surrender Ashante*
31. Destney Thandiwe Mafuwane - 040625 0746 *** - Stand No 100116, Shabalala Trust, HAZYVIEW, 1242 - *Destiny Thandiwe*
32. Sivenathi Mdingwa - 960201 5794 *** - 89 Barkers Street, KOKSTAD, 4700 - *Xhemnaigrvh Al Xhermo*
33. Tashreeq Adams - 041214 5152 *** - 17 Atletiek Street, Beacon Valley, MITCHLLS PLAIN, 7785 - *Yorick*
34. Thato Matemana - 050607 5893 *** - Moroke, PRAKTISEER, 1150 - *Thato Kopjane*
35. Nomalungelo Dlamini - 920922 6515 *** - Mhlumayo, LADYSMITH, 3370 - *Lungelo*
36. Tumisang Dibakoane - 000919 5810 *** - 11791 Signal Hill, MAFIKENG, 2745 - *Tumisang Kamau*
37. Llewelyn Gotywa - 790815 5530 *** - 37 Flounder Crescent, KUILSRIVER, 7580 - *Ludwe Llewelyn*
38. Tshepo Nkgase - 980316 5830 *** - Gamosea Section, MMABATHO, 2735 - *Kebonang*
39. S'Jula Simon Khanyile - 810427 5581 *** - House No T1156, UMLAZI, 4031 - *Musawenkosi Simon*
40. Selatole Samuel Koketjo Tshehla - 041227 5585 *** - Stand No 10029, Mgababa Phokwane, NEBO, 1059 - *Selatole Koketso*
41. Malose Marudula Monama - 750305 5704 *** - 2726 Cobalt Street, Clayville, OLIFANTSFONTEIN, 1666 - *Malose Patrick*
42. Mathibela Alley Kekana - 920113 5570 *** - 77 South Africa Blvd, Far East Bank, ALEXANDRA, 2090 - *Mathibela Phoebe*
43. Tshokolo Joseph Motswakae - 850725 5846 *** - 373 Dryharts Street, TAUNG, 8588 - *Thapelo Joseph*
44. Gift Puseletso Maripana - 991121 5146 *** - House No 996, Dinotji Village, JANE FURSE, 1085 - *Giftpuseletso Rooma*
45. Siyavuya Momelezi Ncoko - 820505 5972 *** - House No 7103, Zizamele Township, BUTTERWORTH, 4960 - *Siyavuya*
46. Luciano Jonathan Baatjies - 970825 5039 *** - 22 Maartliij Street, DELFT, 7100 - *Tauriq*
47. Kitsoetsile Piet Morole - 930323 5561 *** - 6890 Ishibedlele Street, Extension 12, JOUBERTON, 2574 - *Kitsoetsile*
48. Phiweyinkosi Jackie Muchanga - 960830 5948 *** - 6 Alpha Road, Driehoek, GERMISTON, 1401 - *Fulufhelo Jackie*
49. Petrus Tshepo Rakgabale - 940103 5079 *** - 8327 Winnie Mandela Street, Zone 8, Extension 24, TEMBISA, 1632 - *John Mthoka*
50. Mhanga Mnqobi Ntuli - 050216 5301 *** - 178 Poto Street, Magagula Hights, NATALSPRUIT, 1400 - *Mnqobi*
51. Trevor Ntuthu Nkabane - 830505 5358 *** - 14 Fleming Street, PIETERMARITZBURG, 3201 - *Trevor Ntuthuko*
52. Thekiso Jacob Ntsaku - 850211 6206 *** - Jerusalem Boikhutso, LICHTENBURG, 2746 - *Thekiso Bangando*
53. Orna Schwemmer - 900802 0346 *** - 210 Koorsboom Road, Magalieskruin, PRETORIA, 0182 - *Hayley Orna*
54. Catherine Daphne Bloomhill - 750922 0594 *** - 43 North Road, Unit 18, Tableview, CAPE TOWN, 7441 - *Miya*
55. Vennasa Nightingale - 990202 0228 *** - 5562 Freedom Park, Extension 33, DEVLAND, 1811 - *Vanessa*
56. Kenele Virginia Manasoe - 000329 0110 *** - 6964 John Malatjie Street, Extension 10, Diepsloot, 2189 - *Keneilwe Virginia*
57. Mishqah Harilal - 011218 1393 *** - 38 Jantha Street, LADYSMITH, 3370 - *Mishka*
58. Gloria Mebalo - 791102 0560 *** - 1235-5 Mukwa Close, Extension 16, ORMONDE, 2091 - *Mosadiemang Gloria*

59. Ricardo Manuel - 870120 5227 *** - 2 Jumna Crescent, Marlboro Gardens, ALEXANDRA, 2093 - *Razeen Ricardo*
60. Mary Khan - 860522 0132 *** - 32 Bengrove, PHOENIX, 4068 - *Maryam Zoya*
61. Faika Hoosen - 800505 0280 *** - 28 Impala Street, Gelvandale, PORT ELIZABETH, 6020 - *Fabiola Adriana*
62. Christilen Steward - 810817 0106 *** - 2 A Grassridge Place, HANOVER PARK, 7780 - *Mushfiga*
63. Llywelyn Fabian Jossie - 800227 5103 *** - 26 Griffith Road, BOSMONT, 2093 - *Laaig*
64. Povindree Muhammad - 810814 0154 *** - 13 Waferpalm Place, PHOENIX, 4068 - *Mumtaz*
65. Sancha Janey Davids - 820121 0230 *** - 6 Kelkiewyn Street, Lentegeur, MITCHELLS PLAIN, 7785 - *Thaahirah*
66. Nozipho Portia Mbatha - 790728 0341 *** - B 668 Hleka Street, EMONDLO, 3105 - *Portia Nozipho*
67. Doris Dikefedi Tshetshengoa - 900930 0356 *** - 7722 Mpongolo Street, Extension 6, MODIMOLLE, 0480 - *Doris Dikeledi*
68. Melissa Tyra Shanna Tammel Moon - 930509 0093 *** - 25 Pine Road, Broadacress, SANDTON, 2055 - *Melyssa Tyra Shanna Tammel*
69. Esther Kgololo Tsetsewe - 910116 0943 *** - 27th 1st Avenue Street, ATTERIDGEVILLE, 0008 - *Magdeline Kholofelo Kgololo*
70. Lister Makofane - 890510 0759 *** - Phasha-Selatole, DRIEKOP, 1129 - *Lister Ramathabathe*
71. Thabo Mametja - 961015 0705 *** - Stand no 591, Pharare Village, TZANEEN, 0850 - *Makgabo*
72. Phumlani Sphamandla Buthelezi - 990502 5805 *** - R 233 Section 7, MADADENI, 2951 - *Sphelelo Phumlani*
73. Makgogwane Othaniel Mashilo - 910612 5748 *** - Stand no 20002, GA-MOLEPANE, 1085 - *Magodi*
74. Billyjean Carelse - 821226 0025 *** - 82 Jason Crescent, WOODLANDS, 7785 - *Bahiyah*
75. Norideen Johnson - 830310 5118 *** - 28 Caledon Street, BELLVILLE, 7530 - *Edwin Norideen*
76. Mamphago Marinki Letsoalo - 941205 0832 *** - 5357 Verda Street, NELLMAPIUS, 0100 - *Tebatso Gracious*
77. Naydene Vernicia Margaret Moshoma - 870107 0114 *** - 60 Vinksingle Spa Park, BELA-BELA, 0480 - *Johanna Naydene Vernicia Margaret*
78. Funani Mpeku - 970109 0630 *** - Ndunge Locatioin, BIZANA, 4800 - *Nosipho*
79. Motlhaba Piet Makgasa - 760115 5269 *** - 1552 Rulaganyang Street, WOLMARANSSTAD, 2630 - *Mhlaba Godfidence*
80. Nadine Van Jaarsveldt - 950312 0029 *** - 7 Akasia Avenue, BONNIEVALE, 6730 - *Novalie Nadine*
81. Kholeka Phindile Mthembu - 811108 0684 *** - 12 Shiraz Street, Sel Court, SPRINGS, 1559 - *Phindile*
82. Moeder Maria Mtshali - 891220 0764 *** - 373 Mtshali Stand, WINTERVELDT, 0194 - *Moeder Nonkanyiso*
83. Tamia Ellen Mohamed - 000823 0781 *** - 24 Bramble Way, BONTEHEUWEL, 7764 - *Tasmiya*
84. Candice Lynn Theodora O'shea - 850224 0044 *** - 38 Loerie Road, BRIDGETOWN, 7764 - *Imaan*
85. Sheron Melissa Truter Baba - 860104 0139 *** - 60 South Road, WYNBERG, 7800 - *Saarah*
86. Bridget-Bernadette -Catherine Benadé - 840809 0010 *** - 7th Avenue, WONDERBOOM SOUTH, 0084 - *Bridget Bernadette Catherine*
87. Antony Tiger - 840703 5089 *** - 13 Gordon Street, BEAUFORT WEST, 6970 - *Anthony*
88. Mandi Botha - 840518 0055 *** - 10 London Road, OBSERVATORY, 7925 - *Kamila Mandi*
89. Elridge Heinrich Visagie - 820320 5123 *** - 25 Kata Street, PABALLELO, 8801 - *Elridge-Jones Heinrich*

90. Dhanendhran Govender - 850902 5050 *** - 16-27th Avenue, UMHLATUBANA, 4092 - *Dan*
91. Ibtishaam Daniels - 820321 0095 *** - 56 Queen Victoria Road, CLAREMONT, 7708 - *Alessi Holly*
92. Maurice Diedericks - 860325 5297 *** - 3 C Sabie Crescent, MANENBERG, 7264 - *Mueez*
93. Ronell Anthea Cupido - 860312 0227 *** - 262 Oyster Catcher Street, PELICAN PARK, 7941 - *Rania*
94. Nikita Bronwyn Hendricks - 990223 0068 *** - 27 Abram Riddle Street, EERSTERUS, 7100 - *Aqeelah*
95. Reply Ndlovu - 820610 5933 *** - 36 Eland, ELANDSFONTEIN, 1400 - *Reply Manuel*
96. Kgadimo Steve Mashabela - 810110 5551 *** - P O Box 4026, POLOKWANE, 1700 - *Nyaume Steve*
97. Anastacia Mongale - 921212 0239 *** - IQ 9 Sirheni, PRETORIA, 0054 - *Molebogeng Anastacia*
98. Boitumelo Percy Masingi - 950403 5598 *** - 679 Block BB, SOSHANGUVE, 0152 - *Johannes Percy*
99. Chanel Lynn Rodrigues - 920222 0151 *** - 90 B Camellia Street, BONTEHEUWEL, 7764 - *Shaafiah*
100. Ntona Gasbel Mphela - 901019 5760 *** - A 47 Soul City, KRUGERSDORP, 1754 - *Ntona Gavin*
101. Modiehi Alleta Tladi - 861227 0649 *** - 56 Becquerel Street, VANDERBIJLPARK, 1911 - *Mpho Alleta*
102. Mary-Ann Kloppe-Grant - 640312 0030 *** - 2 Louw Street, KRUGERSDORP, 1739 - *Elizabeth-May*
103. Gwain Giddon Feinstein - 720409 5066 *** - Tycho Braches Alle, 303fu, DENMARK, 2300 - *Gwaino Razz*
104. Lucy Neuwe Phafoli - 930713 0344 *** - 7556 K 9, Kutlohang, ODENDAALSURUS, 0483 - *Palesa Lucy*
105. Tabita Malinga - 950331 0818 *** - 200 Matsikeng, WITSIESHOEK, 9870 - *Tabita Mathabo*
106. Kean Loubser - 010530 5226 *** - 78 Tamboe Crescent, DURBANVILLE, 7550 - *Gihon Kean*
107. Komane Style Masemola - 790601 5720 *** - Stand no 10248, GA-MARISHANE, 1085 - *Komane Stelle*
108. Siphelile Muxlanga - 990610 0971 *** - Lows Creek, BARBERTON, 1302 - *Siphilile*
109. Matshediso Tshabalala - 920208 0427 *** - 20193 Amelia, SASOLBURG, 1949 - *Matshidiso Ivone*
110. Petrose Mogare Tefo - 780506 5356 *** - 13371 Phehello Street, SEBOKENG, 1983 - *Mogare*
111. Dineo Cynthia Hlongwane - 880322 0871 *** - 1308 Position 9, HAMMANSKRAAL, 0400 - *Dineo Blessing*
112. Lillian Bosigo - 900913 0287 *** - 11240 Extension 10, KANANA, 2619 - *Lillian Kelebogile*
113. Lesiba Ben Ramashala - 800617 5873 *** - House no 2050, MAHAWELANG, 0600 - *Lesiba Benny*
114. Patrick Stanley Lacey - 930618 5043 *** - Juno, KENSINGTON, 2094 - *Chloe Harly*
115. Ntombizandile Sylvia Nkolisa - 911031 0640 *** - 127 Alexandre Road, KING WILLIAMS TOWN, 5600 - *Zandile*
116. Mummy Eulender Moele - 890818 0791 *** - 7 Sai Bn Military, PHALABORWA, 1390 - *Omphile Eulenda*
117. Salaminah Sithole - 741215 0684 *** - 2727 Maseko, VOSLOORUS, 1400 - *Salaminah Ramasela Tholo*
118. Annah Tshepiso Manzene - 930610 0230 *** - 6832 Nkululeko Street, MHLUZI, 1055 - *Excellence Tshepiso*
119. Tsholohelo Peter Koikoi - 910301 5870 *** - 372 Shelela Street, KATHU, 8446 - *Tsholofelo Hope*
120. Mbuso Plaatje - 930119 5572 *** - Dark Place, Riverview, CITRUSDAL, 7340 - *Mbuso Masonwabe*
121. Kamogelo Maine - 961201 0396 *** - 1231 Mokgareng Village, TAUNG, 8584 - *Kamogelo Nobubele*
122. Siyasanga Ngoqo - 940309 0443 *** - 9351 PHogolo Street, OLIEVENHOUTBOSCH, 0187 - *Siphokazi Siyasanga*

123. Ramakgotse Merriam Mashiloane - 910314 0862 *** - 36183 Maharela Street, Extension 22, MAMELODI, 0450 - *Ramakgotse Fortunate*
124. Ethel Lebepe - 921207 0282 *** - 82 Dandelion Street, Proclamation Hill, PRETORIA WEST, 0183 - *Ndishavhelafhi Ethel*
125. Tshepo David Napo - 800606 5911 *** - 376 Vaalbank, MBIBANE, 0449 - *Tshepo Lengana*
126. Simon Charles Molokomme - 800809 5465 *** - 6 Section A, Chankie Street, MAMELODI WEST, 0122 - *Simon Sphiwo*
127. Thabiso Simon Kgoele - 840222 5666 *** - 1364 Phelemdaba, Extension 10, PANKOP, 0100 - *Boithabiso Banyana*
128. Selenia Jade Pillay - 000307 0322 *** - 111 Lenny Naidu Drive, Bayview, CHATSWORTH, 4092 - *Saaliha*
129. Miriam Nkithle Lehlokoa - 760819 0349 *** - 48 River Glen, Mooikloof Ridge, 31 Augrabies Street, PRETORIA EAST, 0040 - *Keitirile*
130. Tshepany Kgomoyandina - 040222 5631 *** - 14093 Extension 13, JOUBERTON, 2574 - *Tshepang*
131. Sifisokuhle Mngomezulu - 030912 5394 *** - 25394 Masakhane, ETWATWA, 1519 - *Xeyranáe Sifisokuhle*
132. Tlakale Maria Seraki - 030730 0765 *** - Matghelapata, SEKHUKHUNE, 1124 - *Tlakale Zanele*
133. Charles Tebogo Mphahlele - 811201 5906 *** - 4704/3 Lithemba Phumula Gardens, ROODEKOP, 1401 - *Ngoma Tebogo*
134. Ian Malaza - 981028 5521 *** - 16886 Secumbs, Extension 17, EMBALENHLE, 2285 - *Sbusiso Ian*
135. Thato Matlala - 970319 0709 *** - 512 Motetema Mainstree, GROBLERSDAL, 0473 - *Thato Dorcas*
136. Gladys Antoni - 891115 0518 *** - Ny 55 No 19, GUGULETHU, 7750 - *Babalwa Gladys*
137. Ernest Katlego Nyathi - 880617 5654 *** - 35 Kingfisher, THE HILLS, 0081 - *Katlego*
138. Owam Olothando Shwababa - 051004 5348 *** - 2 Querera Drive, EAST LONDON, 5201 - *Olothando*
139. Puseletso Rosinah Litabe - 030620 0398 *** - 18977 Grassland, Phase 2, BLOEMFONTEIN, 9301 - *Puseletso Rosinah Paballo*
140. Tistolesto Mofokeng - 050825 5379 *** - 3997 Extension 2, STANDERTON, 2430 - *Tiseletso Junior*
141. Prudence Thembisile Zondi - 750403 0828 *** - 5621 Phase 2, PIETERMARITZBURG, 3200 - *Kenneth Prudence*
142. Skhumbuzo Fanny Msibi - 800707 6269 *** - Nkombose Reserve, MTUBA, 3900 - *Sikhumbuzo Fani*
143. Bhekisiwe Mdunde - 950319 0400 *** - BUCHANANA, EMPANGENI, 3900 - *Bhekisiwe Nomcebo*
144. Luntukazi Cikolo - 920817 0759 *** - 1336 Regorogile, THABAZIMBI, 0380 - *Luntukazi Princess*
145. Hlomeyakhe Khetha Isaac Ngobese - 771225 6260 *** - Ekuvukeni Area, LADYSMITH, 3370 - *Khetha Isaac*
146. Ndaheni Nelly Hlungwani - 830617 0634 *** - Makoxa B 9, GIYANI, 0826 - *Nelly*
147. Makuwe Stephen Tsebelo - 860619 5605 *** - 01 Grietjie Street, POTCHEFSTROOM, 2531 - *Stephen Makuwe*
148. Felicia Danise Nxangani - 930108 0504 *** - 14 Teenas Street, KLERKSDORP, 2571 - *Felicia Kganya*
149. Leandré Geswindt - 900101 0223 *** - 57 Carnie Road, Rylands Estate, CAPE TOWN, 7760 - *Shazia*
150. Mogalatjane Malvin Leshilo - 861114 5725 *** - 551 Phiri, BOKSBURG, 1459 - *Ngwanaluba Malvin*
151. Mxegisi Mdlalose - 870515 5771 *** - E 1366 Vuzi Dlamini Road, KWAMASHU, 4360 - *Mxolisi Cyril*
152. Nthabeleng Keme - 000929 0643 *** - 18487 Sunrise View, Thabong, WELKOM, 9460 - *Refuwe Nthabeleng*
153. Jondre Micketts - 980128 5124 *** - 1 Choik Street, WOODLANDS, 7785 - *Jawaad*

154. Tshepo Junior Masakale - 990908 5697 *** - 177 Flora Park, Marshall, PIETERSBURG, 0701 - *Peter Ngobese*
155. Lucky Sekube Thobejane - 731010 6098 *** - Serara, ATOK, 0749 - *Lucky Motooi*
156. Lentikile Joaquim Mothibi - 870310 5703 *** - 1339 Nanana Section, BATLHAROS, 8470 - *Goratagone Joaquim*
157. Harold Ndlovu - 910414 5811 *** - Stand no 270, Kurhula 8, LULEKANI, 1392 - *Harold Langa Nkwinika*
158. Tlou Leslinah Kgole - 840710 0356 *** - 1252 Lascar Street, ALLIANCE, 1501 - *Didintle*
159. Vuyo Ndlovu - 040211 6042 *** - 11 Delaville Avenue, ALBERTON, 0004 - *Donald Vuyo*
160. Brenda Nkoane - 041128 0982 *** - 5023 Block 73, New Eersterus, HAMMANSKRAAL, 0429 - *Tshiamo Brenda*
161. Keamogetswe Mphiwe - 050630 0850 *** - 1065 ZB Maropeng Section, MAKAPANSTAD, 0400 - *Keamogetswe Pearl*
162. Kopano Mokobi - 001111 6230 *** - 2691 Botswana Crescent, RANDBURG, 2188 - *Kopano Lekgotle*
163. Sinentlantla Gubuza - 980309 1016 *** - B777 A Barcelona, GUGULETHU, 7750 - *Sinentlantla Sweetness*
164. Sibongile Mngakeni - 990425 0499 *** - 10260 Mbhongo, SIYABUSWA, 0449 - *Ntombizodwa Sibongile*
165. Salome-Mogoshane Pitso - 010306 0344 *** - 2888 Amazon Street, KAGISO, 1754 - *Salome Mogoshane*
166. Mapheto Eric Seleme - 790629 5474 *** - P O Box 2023, BURGERSFORT, 1150 - *Mapheto Eric Mighty*
167. Granny Makananise - 950627 0498 *** - Zone 1, Sinthumule, Madombidzha Village, MAKHADO, 0920 - *Engedzani*
168. Mothusi Aron Segoa - 830914 5840 *** - 165 Lesedi Section, MOROKWENG, 8614 - *Thuso Vulture*
169. Djonzo Zitha - 950306 5598 *** - HOUse no 226, NDHAMB, 0826 - *Djonzo Nicolas*
170. Mphako Sheriv Machethe - 920918 6115 *** - Stand no 107, Block 9, POLOKWANE, 0861 - *Mphako Uhuru*
171. Nkhensani Tshifhiwa Maringa - 000914 5852 *** - Vhufuli, THOHOYANDOU, 0950 - *Mulangi*
172. Koketso Moleko - 050125 0072 *** - 1363 New Stand, HEBRON, 0193 - *Koketso Emelda*
173. Oupa Isaac Ramailane - 901215 5239 *** - 40 Kgotseng Street, NALEDI, 1868 - *Onkarabile Isaac*
174. Mogale Innocent Malesa - 751110 6333 *** - 235 A, NAMAKGALE, 1393 - *Johane Mogale Innocent*
175. Peter Makgangwana Motaung - 670718 5504 *** - 78 Maraba Street, MAPELTA, 1868 - *MOtale Peter*
176. Victor Siyatonga Khumalo - 670831 5568 *** - 48 A Ridge Road, HILLCREST, 3610 - *Siyabonga*
177. Patricia Phuthi - 890202 0226 *** - 57823 Block A, BLOEMFONTEIN, 9323 - *Ntloheleng Patricia*
178. Motsamai Nhlapo - 050702 6139 *** - 38 Palmiet Street, ALLANRIDGE, 9490 - *Keketso*
179. Innocent Mofokeng - 781221 5360 *** - 1525 A Thong Street, NALEDI, 1868 - *Innocent Tshepo*
180. Maredi Temoso Ratau - 950407 5578 *** - Marulaneng, MPHAHLELE, 0736 - *Lesiba Temosho*
181. Thabiso Serobanyane - 790629 5358 *** - Kleinengersdorfer, Hauptstrape, Bisamberg, AUSTRALIA, 2102 - *Thabiso Thulufisa*
182. Noxoliso Lorretta April - 800925 1007 *** - 1220 Maputo Street, Klipfontein View, MIDRAND, 1685 - *Nandipha Noxoliso*

DEPARTMENT OF HOME AFFAIRS

NO. 4163

8 December 2023

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. Kamogelo Julia Molwelang - 020406 0216 *** - 3996 Kaiser Street, Phomolong, , TEMBISA, 1632 - *Thubane*
2. Owam Mabuza - 040823 1378 *** - 23452 Hlongwane Street, MFULENI, 7100 - *Zibi*
3. Thulani Nyakallo Motshweni - 011111 5076 *** - 860 Gordon Road, Kibler Park, JOHANNESBURG, 2091 - *Manqana*
4. Sydney Stemele - 760627 5573 *** - 1240 Umkhomali Street, Senaoane, SOWETO, 1818 - *Mabaso*
5. Samkelo Eugene Mbongwe - 990529 5728 *** - Ntabamhlophe Area, ESTCOURT, 3310 - *Mazibuko*
6. Sibongile Akum Solomon - 050101 5591 *** - 11 Glen Beach Road, CAMPS BAY, 8005 - *Ncwana*
7. Kingsly Maile - 040925 5407 *** - Stand No 255, Boelang Trust, MAPULANENG, 1360 - *Motubatse*
8. Amahle Songelwa - 000614 6098 *** - Nobhokwe Area, COFIMVABA, 5380 - *Mbangela*
9. Mpho Mamaru - 910426 5311 *** - 5897 Kwanadumo Street, NELLMAPIUS, 0162 - *Maleka*
10. Samuel Moeketsi Sebotsa - 920907 5426 *** - 152 Sloja Park, Zamdela, SASOLBURG, 1949 - *Lechela*
11. Doctor Allen Rapuleng - 920223 5334 *** - 1495 Makhanya Street, Phiritona, HEILBRON, 9650 - *Madonsela*
12. Prince Sihe Mbambo - 950306 5348 *** - House No 4976, Block 21, LANGA, 7455 - *Manzini*
13. Mthokozisi Banele Khanyase - 050111 5883 *** - Malangeni, UMZINTO, 4200 - *Mkhize*
14. Lucky Jerome Memela - 760703 5858 *** - Dumbuza Location, PIETERMARITZBURG, 3201 - *Mncwabe*
15. Siboniso Patson Soni - 790730 5416 *** - 6 Kentia Palm, Panorama Gardens, PIETERMARITZBURG, 3201 - *Mbambo*
16. Lucas Tshepho Manaiwa - 890918 5854 *** - House No 4669, Phomolong, MAMELODI EAST, 0122 - *Maubane*
17. Kutlwano Montsho Mokgalagadi - 940929 5425 *** - Magogong Section, TAUNG, 2732 - *Manyapelo*
18. Kabelo Donald Marumolwa - 940303 5397 *** - House No 10126, Tontonyane Village, MMABATHO, 2735 - *Mmebe*
19. Kelvin Micko Mbaye - 011221 5080 *** - 802 Apium Street, Doornpoort, PRETORIA, 0186 - *Sekwati*
20. Tokelo Gerald Mabogoane - 030321 5437 *** - 110 Joubert Street, Sunnyside, PRETORIA, 0002 - *Ditshego*
21. Belmore Mazibuko - 860213 6182 *** - 16 Villa Rosa, Robben Road, Groeneweide, BOKSBURG, 1459 - *Sihlahla*
22. Alwyn Johan Vermaak - 980916 5099 *** - 12 Paurita Apartment, 24 Duthie Street, MALMESBURY, 7300 - *Meyer*
23. Mahlubandile Nyeleka - 980108 5175 *** - 644 Magubane Street, Manimbela Section, KATLEHONG, 1431 - *Mtintsilana*
24. Jabulani Thabo Sibanyoni - 770501 5992 *** - Stand No 8573, Extension 24, Nasareth, MIDDELBURG, 1050 - *Mahlangu*
25. Khathutshelo Raduvha - 860303 6059 *** - Makurung, MPHAHLELE, 0736 - *Mphahlele*
26. Ally Ian Matela - 020801 6278 *** - Stand No 81, New Stand, DRIEFONTEIN, 2380 - *Mthethwa*
27. Bongimusa Ronald Sibanyoni - 850802 5437 *** - Stand No 2459, KANYAMAZANE, 1214 - *Thabethe*
28. Olwethu Nkanyezi Thato Myeza - 030915 5969 *** - Dokodweni Area, GINGINDLOVU, 3800 - *Mhlongo*
29. Aphelele Dlamini - 050420 6246 *** - 3602 Phunga Road, HAMMARSDALE, 3699 - *Duma*
30. Nikilita Gangatele - 050706 0356 *** - Phase 5, , , CENTANE, 4980 - *Blaai*
31. Minenhle Nandipha Mijyakho - 051201 0977 *** - Obhuqwini, ROOSBOOM, 3370 - *Zondo*

32. Thandolwethu Khuleka Ndwandwe - 980218 0889 *** - Unit D1435, ULUNDI, 3838 - *Nsibande*
33. Thato Metseeme - 931009 0270 *** - 23 Tonnel Avenue, FLEURHOF, 1709 - *Leballo*
34. Vuyokazi Siyongwana - 861003 0835 *** - Unit B305, Jabulani Views, SOWETO, 2000 - *Mabunu*
35. Makhosi Mbhele - 860101 0445 *** - Slahla, RICHMOND, 3780 - *Mhlongo*
36. Nosihle Nkomo - 981024 0342 *** - 375 Usa Avenue, COSMO CITY, 2188 - *Masango*
37. Sibongile Sweetness Tsotetsi - 951211 0514 *** - House No 50361, Soul City, Madadeni, NEWCASTLE, 2940 - *Mofokeng*
38. Lucia Zama Ntahane - 940415 0938 *** - House No 276, Zanani, MEMEL, 2970 - *Mzizi*
39. Ayanda Nombuso Mzoneli - 970804 0486 *** - 3 Pigeonwood Street, 57 Central Village, Arboretum, RICHARDS BAY, 3900 - *Vumase*
40. Jabulise Patricia Hlotshwa - 790402 0436 *** - 844A Phiri Lekoete Street, CHIAWELO, 1818 - *Mtshali*
41. Thozama Portia Thafeni - 740314 0747 *** - 23 Bea Cop De Leau, Mooiwater, FRANSCH-HOEK, 7690 - *Nduku*
42. Athabile Mabindla - 051219 0813 *** - 5222 Joe Slovo Street, Samora Machel, PHILIPPI, 7785 - *Mgqwagqwane*
43. Lethaboelisa Ledwaba - 050211 1408 *** - 225 Manyapje Street, MASHASHANE, 0743 - *Tauyatswala*
44. Nyaradzo Msipha - 901215 0366 *** - 371 Thandeka Street, Itsokolele, MATATIELE, 4730 - *Mashalaba*
45. Sinamile Phiri - 050919 0629 *** - SCH 58, Maqongqo Area, Chibini Location, PIETERMARITZBURG, 3235 - *Shozi*
46. Nokulunga Asanda Ngubeni - 031016 0913 *** - Etatane Area, LOSKOP, 3330 - *Zwane*
47. Solomon Kabelo Tolo - 690905 5987 *** - House No 5909, Cuba Section, Lethabong, HARTEBESPOORT, 0263 - *Manyaaapelo*
48. Kamogelo Tshidiso Khumalo - 930123 5062 *** - 3894 Teme Street, KAGISO 2, 1754 - *Sebetlele*
49. Kgothatso Johannes Makgafela - 040117 5464 *** - Eldorado Village, BOCHUM, 0790 - *Boloka*
50. Donald Jali - 750628 5609 *** - 2954A Moswe Street, Emndeni, SOWETO, 1868 - *Kasi*
51. Robert Landu - 741216 5975 *** - Lephalale, POLOKWANE, 0555 - *Mulaudzi*
52. Bayanda Ndila - 031127 5697 *** - Unit 1148 Block 128, Develde Estate, SOMERSET WEST, 7130 - *Matyholo*
53. Samkelo Dlamini - 900127 5672 *** - Chibini Location, IXOPO, 3276 - *Gwala*
54. Thato Josias Hlahane - 990412 5398 *** - 3893 Block A5, Extension 4, DEVON, 2260 - *Lephoto*
55. Simthembele Nkunga - 040603 5972 *** - 537 Koudou Street, Pennyville, NEW CANANDA, 1804 - *Somngani*
56. Johannes Tshepo Sethi - 900410 5894 *** - Stand No 53, Phake Rankana, MDUTJANA, 2472 - *Kekana*
57. Lucky Sekgodiso - 921109 5795 *** - Ndengeza Village, GIYANI, 0826 - *Mathonsi*
58. Kamohelo Mosala - 950926 5241 *** - 106 Raboroko Street, Moroka North, SOWETO, 1818 - *Chabane*
59. Ezekiel Tshepo Makola - 740605 6247 *** - House No 225, Block FF, SOSHANGUVE, 0152 - *Mohlala*
60. Hlopheho Peter Maduna - 710514 5617 *** - 21270 Amelia Street, SASOLBURG, 1949 - *Mazibuko*
61. Orapeleng Lawrance Mpolokeng - 981230 6285 *** - U22 Gamantai, TLAKGAMENG, 8616 - *Mokomele*
62. Moahi Stephen Mafego - 770721 5725 *** - Stand No 50174, Phokoane Mmakoshla, NEBO, 1059 - *Rantho*
63. Cedric Tshepo Ntombela - 761123 5285 *** - 47 Main Street, MOTETEMA, 0473 - *Phasha*
64. Musa Shai - 990522 5739 *** - House No 0271, Lusaka Village, TZANEEN, 0850 - *Maluleke*
65. Katlego Edwin Magobosha - 920103 5970 *** - 346 Digwale Street, MBIBANE, 0449 - *Aphane*

66. Innocent Sbusiso Vilakazi - 860810 5345 *** - Dorset Farm, DANNHAUSER, 3080 - *Mlambo*
67. Kagiso Sengadi - 950122 5622 *** - 1271 Mpunzi Street, Ikageleng, ZEERUST, 2865 - *Gouse*
68. Mngqobi Dladla - 050701 6342 *** - Njengabantu, MAKHOSANKE, 3201 - *Mkhize*
69. Jacob Barwa Fanqa - 890303 5434 *** - 25631 Mabatha Street, Lusaka, Extension 22, MAMELODI, 0122 - *Ntsane*
70. Noorud-Deen Bean - 990530 5053 *** - 43 Jersey Street, Westridge, MITCHELLS PLAIN, 7785 - *Vraagom*
71. Nduduzo Seluleko Mngoma - 010624 5318 *** - K399 Mabele Road, UMLAZI, 4066 - *Mkhungo*
72. Londokuhle Perfect Khuzwayo - 940909 6024 *** - House No 407809, Danganya Area, UMKOMAAS, 4170 - *Cele*
73. Sipho France Mlita - 720515 5865 *** - 34A Willow Crescent, PINETOWN, 3600 - *Maphumulo*
74. Alton Maswanganye - 050216 5944 *** - Stand No 314, Makosha Village, GIYANI, 0826 - *Makhuvele*
75. Joseph Siteo - 980406 5654 *** - House No 2660, Drieziek 4, ORANGE FARM, 1840 - *Baloi*
76. Kwenzakwenkosi Theophilus Ndwandwe - 930225 5892 *** - D8682 Udlungana Street, ULUNDI, 3838 - *Nsibande*
77. Ezekiel Kgophiso Hopane - 840710 5671 *** - 685 Roma Street, Sebayeng Unit A, POLOKWANE, 0700 - *Tafane*
78. Buhle Mkabile - 050910 6149 *** - 1 Indwe Street, Luzuko Park, CAPE TOWN, 7785 - *Makaula*
79. Tebogo Oriel Rabapi - 790926 5865 *** - 1012 Lebari Street, Molapo, SOWETO, 1868 - *Ramoroesi*
80. Thabo Johny Mofokeng - 881116 5350 *** - 247 All Spice Street, Zackariya Park, SOWETO, 1820 - *Bhanda*
81. Sandile Mahlatse Mdhuli - 970531 6096 *** - Stand No 1050, Marite Trust, HAZYVIEW, 1242 - *Magabane*
82. Amahle Sisanda Ndlovu - 010205 0750 *** - 850 Zondi Store, , ELANDSKOP, 3201 - *Mlotshwa*
83. Sinah Makgopo - 880601 0512 *** - House No 2339, Extension One, SOSHANGUVE SOUTH, 0152 - *Makua*
84. Khethelo Maphumulo - 011114 0167 *** - P197 Ehlanzeni Area, UMKOMAAS, 4170 - *Nyati*
85. Vuyelwa Happy Skiti - 950208 0256 *** - 1593 Imbali, Unit J, PIETERMARITZBURG, 3201 - *Shezi*
86. Mahlatse Joan Phaleng - 970409 0588 *** - House No 614, Mmolawa Section, Ga-Mokaba, MOKOPANE, 0600 - *Rakgoale*
87. Nomzamo Buhlebuyeza Mavuso - 971128 0636 *** - House No D1505, Ward 10, OSIZWENI, 2952 - *Mbuli*
88. Thandeka Favourite Mkhwane - 920116 0650 *** - Malangeni, Ward 09, UMZINTO, 4200 - *Dlamini*
89. Pebetsi Promise Maleka - 811022 0473 *** - 264 Summit Road, Bridle Park, MIDRAND, 1685 - *Makgota*
90. Primrose Mapula Rapetswa - 030825 0306 *** - House No 508, Newlands, MASHASHANE, 0743 - *Marokane*
91. Rendani Matshaya - 840929 0761 *** - Ngwenani, THOHOYANDOU, 0950 - *Masibigiri*
92. Sekotome Enny Mmaboki - 740405 0739 *** - Stand No 181, Ga-Rantho Village, NGWAABE, 1058 - *Mabowa*
93. Mateadi Lilly Mphahlele - 010119 0116 *** - Marurung, MPHAHLELE, 0736 - *Shaku*
94. Stuart Benjamin Glasspool - 980730 5164 *** - 35 Olympic Road, Blairgowrie, JOHANNESBURG, 2194 - *Goutier*
95. Koketso Mogomotsi - 971006 5397 *** - House No 27, Fire Station, KEMPTON PARK, 1619 - *Molefe*
96. Elton Phayane Magane - 870926 5632 *** - Ga-Masha, NGWAABO, 1058 - *Masha*
97. Thomas Mahwiti Magane - 940326 5557 *** - Ga-Masha, NGWAABO, 1058 - *Masha*
98. Gift Mafethe Kutame - 961118 5088 *** - 1326 – 2nd Street, TSUTSUMANI, 2090 - *Tema*

99. Koketso Emmanuel Lekola - 901204 5323 *** - 11262 Thibela Street, MAMELODI EAST, 0122 - *Matlou*
100. Tshepo Eric Molosiwa - 830626 5858 *** - 6814 Hammer Street, Stand No 03934B, CENTURION, 0157 - *Tshelane*
101. Thato Moukangwe - 970119 5345 *** - House No I 109, BLOAFONTEIN, 0645 - *Makgata*
102. Monko Isaac Mogabe - 930921 5605 *** - 209 Moarabi Street, Ikageng Location, ZEERUST, 2868 - *Mathibe*
103. Nicholas Mkhabela - 921126 5755 *** - House No 1817, Block P, SOSHANGUVE, 0152 - *Chiloane*
104. Driaan De Villiers Cutting - 941124 5982 *** - 16 Church Street, NORTHERN PARK, 7646 - *De Villiers*
105. Justice Nkosi - 920606 5294 *** - 1843 Tsessebe Place, THERESA PARK, 0182 - *Mabaso*
106. Khulekani Junior Samkelo Maphumulo - 050302 5257 *** - 51 Boundery Road, Ikwezi Extension, MTHATHA, 5099 - *Sigenu*
107. Khaya Albert Ludonga - 040524 5658 *** - 13 Melbourne Street, EVANDER, 2280 - *Dhludhlu*
108. Mfanufikile Nhlapo - 970430 5647 *** - 310 Ruvuma River Street, CLOVERDENE, 1501 - *Galela*
109. Mahlatse Mashaba Magongoa - 040410 5463 *** - Ga-Molapo, LEBOWAKGOMO, 0736 - *Kgohlo*
110. Ofentse Sebola - 031119 5309 *** - House No 4271, Block M1, KEKANA GARDENS, 0407 - *Rakau*
111. Saniswa Tango - 990620 6142 *** - Ophondweni, MTUBATUBA, 3935 - *Mkhwanazi*
112. Sibusiso Klaas - 040815 5072 *** - 29 Shelindaba Street, KHAYELITSHA, 7784 - *Kewuti*
113. Andziso Brilliant Simba - 050209 6430 *** - Chavani, ELIM, 0960 - *Ngoveni*
114. Zama Nhlanhla Moyana - 030919 5834 *** - 45 Weigelia, Velden Vlei, RICHARDSBAY, 3900 - *Msweli*
115. Jeremia Phasha Madalane - 910831 5683 *** - No 2202 Block 10, Moloto, KWAMHLANGA, 1022 - *Mothoa*
116. Karabo Nwayitelo Makhubela - 050702 5231 *** - House No 184, Majosi Village, ELIM, 0960 - *Nkasha*
117. Mutshidzi Nemahunguni - 930919 5230 *** - 799B Shinkova Street, Meadowlands, SOWETO, 1852 - *Ndou*
118. Sello Emmanuel Kobo - 791005 5368 *** - House No 10131, Kopanong Village, SELEKA, 0609 - *Mocheke*
119. Meshack Lucky Malautsi - 010203 5390 *** - Stand No 0333, Mathulastands, SEHLAKWANE, 1047 - *Sibanyoni*
120. Kenosi Michael Nakedi - 890306 5431 *** - 9915 Moselanoka Street, POTCHEFSTROOM, 2531 - *Taunyane*
121. Phumlani Mahlangu - 011030 5349 *** - 1178 Mthombeni Street, MAMELODI, 0122 - *Mkhonza*
122. Vincent Musa Mjoli - 800908 5814 *** - Kwandlala Location, PORT SHEPSTONE, 4240 - *Ncayiyana*
123. Tshimollo Matlhale Mashinini - 950502 5275 *** - 590 Nobantu Street, Tsakane, BRAKPAN, 1550 - *Ntoagae*
124. Likhanyo Lucas Dlokweni - 040309 6470 *** - 7405 Mini Street, HOUT BAY, 7405 - *Sinxotho*
125. Mathews Mpofu - 870604 5562 *** - House No 2778, Clinton Garden, Motletemba, HAMMANSKRAAL, 0407 - *Letsatsi*
126. Robin Lumumba Molefi - 980216 5900 *** - Mosiane View, MAHIKENG, 2745 - *Modise*
127. Thabiso Herbert Sejake - 740305 5573 *** - House No 318, Block F, Letlhabile, BRITS, 0264 - *Sejake-Seitsang*
128. Tebogo Mapeka - 870927 5618 *** - Stand No 139, Molapi Park, Ga Mamabolo, TURFLOOP, 0744 - *Sebate*
129. Pride Njabulo Mkhize - 920328 5086 *** - 12 Ugoba Ndlovu Way, WATERLOO, 4319 - *Ndlovu*
130. Mpho John Phaleng - 970409 5764 *** - House No 614, Mmolawa Section, Ga-Mokaba, MOKOPANE, 0600 - *Rakgoale*
131. Lindokuhle Dlamini - 010504 5744 *** - Smozomeli, RICHMOND, 3780 - *Nzuza*
132. Lindani Steven Sikobi - 050530 5580 *** - Turton Area, MTHWALUME, 4186 - *Zulu*

133. Nyameko Tapileni - 920801 5590 *** - 5718 Ka-Seme Street, MOSSEL BAY, 6500 - *Roto*
134. Kagiso Trevor Ratsotso - 940523 5345 *** - 3765 Imbali Street, Green Village, Dobsonville, SOWETO, 1725 - *Letlonkane*
135. Thabang Malepe - 030318 5632 *** - Stand No 30138, Thoto Village, GLEN-COWIE, 1061 - *Tsima*
136. Hlabirwa Joshua Mokgwadi - 040608 5846 *** - Ga Seopela, SEKHUKHUNE, 1124 - *Maleka*
137. Pontsho Rodney Sambo - 941213 6228 *** - Stand No 8004, Majembeni Trust, BUSHBUCKRIDGE, 1280 - *Makutu*
138. Pollen Maroping Malleka - 041224 5969 *** - Tshehlwaneng, SEKHUKHUNE, 1124 - *Mosotho*
139. Nkosinathi Mahlangu - 041115 5238 *** - Dindela, NEBO, 1059 - *Buda*
140. Collen Nyiko Mkansi - 980727 5593 *** - Mafarana, RITAVI, 0871 - *Nkwinika*
141. Lucky Rhodie - 740413 5745 *** - Peacetown, LADYSMITH, 3370 - *Nhleko*
142. Ndumiso Treacous Ndalane - 850715 5380 *** - 11 Denzel Close, Bellevue, PIETERMARITZBURG, 3200 - *Nqhome*
143. Xolile Fica - 910708 5542 *** - 778 Long Street, Ghostown, Ward 3, HARDING, 4680 - *Mbonisweni*
144. Sicelo Andrew Qoba - 890812 5744 *** - 222 Thokomngoma, Fareast Bank, ALEXANDRA, 2090 - *Mbunjane*
145. Lindani Quinton Sithole - 910307 5513 *** - 93 Khambule Drive, PIETERMARITZBURG, 3201 - *Ngcobo*
146. Moses Njabulo Lukhuleni - 950820 5387 *** - Stand No 19, MZINTI, 1341 - *Mashaba*
147. Thomsanqa Edgar Mnisi - 781011 5505 *** - 77 Mpila Street, Sakhile, STANDERTON, 2430 - *Mthembu*
148. Zwelithini Elias Nkosi - 740803 5598 *** - 103 Daggensburg Road, The Hill, JOHANNESBURG, 0001 - *Sangweni*
149. Thandolwakhe Mabaso - 980913 5531 *** - House No 0505, Emfundweni, DANNHAUSER, 3080 - *Ngcobo*
150. Tshepo Lionel Marobe - 910906 5794 *** - House No 9621, Extension 3, Paardekraal, RUSTENBURG, 0300 - *Taukobong*
151. Seswai Selby Pitjeng - 050304 5660 *** - 141 Mohlakaneng Street, Madiba Park, SESHEGO, 0766 - *Mamabolo*
152. Amogelang Makoloi - 030319 6357 *** - House No 26762, Extension 24, JOUBERTON, 2874 - *Mosenyegi*
153. Mthobisi Ndlovu - 921225 5453 *** - House No C1276, Japan Section, Mpophomeni Township, MERRIVALE, 3291 - *Makhathini*
154. Thabiso Hope Makhele - 830208 5625 *** - 1188 Matlomo Street, Moletsane, SOWETO, 1868 - *Mokoena*
155. Motlatjo Onicah Masiapato - 750101 1435 *** - R821 Shrome Street, Phase 1, , MAMELODI EAST, 0122 - *Maake*
156. Siphokuhle Motlhabi - 050925 0183 *** - House No 53205, Phase 3, Chrishani, BLOEMFONTEIN, 9323 - *Mpeti*
157. Samkelo Moleboheng Lebuso - 950223 0276 *** - 3709 Constantia Street, KROONSTAD, 9499 - *Mgxeke*
158. Fanisa Christa Zambukeri - 050514 1186 *** - Stand No 387, MUSHIYANI, 0826 - *Baloyi*
159. Welheminah Velephi Veliswa Dhladhla - 931230 0480 *** - Stand No 477, Elandsdoorn, DENNILTON, 1030 - *Zikhali*
160. Sduduzile Victoria Mnokwe - 880618 0413 *** - House No D527, UMLAZI, 4066 - *Makhathini*
161. Zinhle Nomfundo Zwane - 970725 0690 *** - House No 366, Section B, EMONDLO, 3105 - *Mbatha*
162. Itumeleng Sarah Mahlatsi - 790702 0490 *** - 341 Mabizela Street, Monaheng Section, KATLEHONG, 1432 - *Motaung*
163. Meisie Maria Mabaso - 650626 1009 *** - House No 8007, Extension 4, LAKESIDE, 1800 - *Bester*
164. Vuyo Ndlebe - 040513 0413 *** - 6 Cedar Road, Willigrove, Fairview, PORT ELIZABETH, 6070 - *Namba*
165. Luyanda Wendy Sibiba - 031229 1084 *** - Stand No 1191, Waterval, MDUTJANA, 0472 - *Masilela*

166. Sebolaise Elizabeth Maswanganyi - 020829 0558 *** - 1266 Mashemong Street, Section 4, HAMMANSKRAAL, 0407 - *Msiza*
167. Rose Nthabiseng Motsepe - 000118 0736 *** - House No 4167, Extension 2, MHLUZI, 1053 - *Msiza*
168. Thenjiwe Wendi Sangweni - 010331 0257 *** - House No 2638, Phoqukhlo Area, Bhekuzulu, VRYHEID, 3100 - *Mhlongo*
169. Libuseng Rebecca Mokoena - 721029 0696 *** - 5633/82 Ndiophe Street, Phumula, Extension 21, GERMISTON, 1401 - *Sakoane*
170. Vuyokazi Gama - 940919 1091 *** - Ebenezer Location, Amadiba, BIZANA, 4800 - *Dlamini*
171. Johan Moswaana - 961007 5907 *** - Molelane, ZEBEDIELA, 0628 - *Maja*
172. Thembokwakhe Mbekezeli Dlamini - 990211 5506 *** - Nhlungwane Area, ULUNDI, 3838 - *Mbatha*
173. Ronald Singo - 051208 5763 *** - Stand No Q2, Mamvuka, DLAMINI, 0955 - *Lupane*
174. Sinekaya Mazibukwana - 951203 5392 *** - Chitwa, MOUNT AYLIFF, 4730 - *Kok*
175. Thabo Samuel Magau - 830624 5652 *** - 985 Botsi Street, DOBSONVILLE, 1021 - *Moshabi*
176. Lucky Nhlanhla Maseko - 731123 5657 *** - House No 850, Vusumuzi Section, TEMBISA, 1632 - *Mkhwanazi*
177. Vincent Mandla Sediba - 760805 5474 *** - 2857 Eight Road, Noordwyk, MIDRAND, 1687 - *Nkosi*
178. Siphamandla Bonginkosi Mthethwa - 881012 5610 *** - Mzingazi Reserve, UTHUNGULU, 3915 - *Sibiya*
179. Castro Donald Malatsi - 801031 5298 *** - 4 Villa De Mardi, 76 Stegman Street, Terenure Extension 4, KEMPTON PARK, 1619 - *Sibanyoni*
180. Percy Velaphi Ndlovu - 910716 5536 *** - 325 Mzilikazi Street, TEMBISA, 1632 - *Tsotetsi*
181. Sydney Zwane - 850122 5804 *** - 977B Mntungwa Street, Zola 3, SOWETO, 1868 - *Nqumshe*
182. Godfred Sbonakaliso Mncwabe - 820927 5670 *** - House No 18, Kwadeka Location, Taylorshalt, PIETERMARITZBURG, 3201 - *Ngcobo*
183. Mondli Sibiya - 980109 5836 *** - 07 Marojaram Avenue, Extension 1, ANNLIN, 0184 - *Likuane*
184. Lindukwazi Lethokuhle Buthelezi - 050522 5353 *** - Luvisi Area, NQUTU, 3135 - *Mhlanga*
185. Innocent Sibusiso Bengu - 711028 5480 *** - Willowfontein, PIETERMARITZBURG, 3201 - *Mnqayi*
186. Rufus Isaac Kamogelo Ntshane - 800330 5267 *** - 38 Struben Avenue, Discovery, ROODEPOORT, 1709 - *Chuene*
187. Tinus Mahlangu - 871122 5723 *** - 32802 Nakedi Street, Extension 12, MAMELODI EAST, 0122 - *Mathaba*
188. Luzuko Sikukazi - 010605 5147 *** - Clysdale, UMZIMKHULU, 3297 - *Ludidi*
189. Siphesihle Mangwe Zwane - 001229 5681 *** - House No M156, Section 7, MADADENI, 2951 - *Sefako*
190. Zolani Nkuna - 930109 5046 *** - House No 1627, Zone 7, ZWELITSHA, 5608 - *Songo*
191. Jacob Mzwandile Mhlongo - 720722 5626 *** - Mahhashini Area, NONGOMA, 3950 - *Zulu*
192. Mack Chris Zambukeri - 050514 6262 *** - Stand No 387, MUSHIYANI, 0826 - *Baloyi*
193. Fumani Hlungwani - 971220 6257 *** - Stand No 372, Malamulele, NGHEZIMANI, 0982 - *Maluleke*
194. Dineo Sharol Maffa - 940606 0595 *** - 3375 Head Stander Street, Extension 7B, , MIDRAND, 1632 - *Makhubela*
195. Lesedi Lesego Botolo - 951009 0306 *** - 2799 Mokgotla Street, VOSLOORUS, 1475 - *Seleka*
196. Ntombikayise Judith Makubo - 751104 0500 *** - 6312 Kheswa Street, DAVEYTON, 1520 - *Msimango*
197. Zikhona Sinazo Bolosha - 930616 1060 *** - 57 Karonje Street, DELFT, 7100 - *Zazela*
198. Naomi Mashadi Ntlatleng - 850709 0308 *** - 28930 Busang Street, Extension 5, MAMELODI EAST, 0122 - *Rachele*
199. Mmasabata Sarah Maifadi - 890416 0247 *** - House No 1885, Matshelapata Section, HEBRON, 0193 - *Penyane*

200. Mmampou Setlhodi - 920330 0796 *** - House No 88, Zone 3, ITSOSENG, 2744 - *Nakedi*
201. Fortunate Fundisiwe Shabalala - 800101 1416 *** - Coppins Farm, IXOPO, 3276 - *Chiya*
202. Sara Singo - 951028 0457 *** - House No 14953, Extension 11, SOSHANGUVE SOUTH, 0152 - *Morwane*
203. Elci Phendile Pule - 970416 0138 *** - 1666 Leeto Street, Kagiso 2, KRUGERSDORP, 1754 - *Masinda*
204. Noxolo Sharon Dlamini - 950313 0980 *** - Area G, UMLAZI, 4066 - *Xulu*
205. Nonhlanhla Anna Khoza - 951029 0191 *** - 264 Mhlambi Street, Emfihlweni Section, TEMBISA, 1632 - *Mbata*
206. Koketso Cathrine Malaza - 951004 0431 *** - 5708 Thamane Street, MAMELODI WEST, 0122 - *Mahlangu*
207. Ouma Pollet Molebale - 890206 0515 *** - 59 Nhlekani Street, Lotus Gardens, PRETORIA, 0025 - *Moloto*
208. Tebogo Monyela - 880902 0805 *** - Stand No 510, Solomondale, LUSAKA, 0964 - *Mokgalapa*
209. Evidence Maki Makhubela - 940210 0776 *** - Ga-Matlou Village, MAPELA, 0610 - *Matlou*
210. Thobile Beryl Gumede - 900505 0482 *** - Nomakhanzana Area, UMTHWALUME, 4186 - *Mbayi*
211. Keoratile Mahadi Molomo - 011226 0139 *** - House No 690, Zone 1, SESHEGO, 0742 - *Matjutla*
212. Chemale Cherisi Alli - 980712 0740 *** - 4082 Mbutshane Street, Sweetwaters Location, PIETERMARITZBURG, 3201 - *Mbeje*
213. Courtney Anchestine Els-Chalmers - 930114 0219 *** - 18 Kambro Complex, Hospital Hill, BEAUFORT WEST, 6970 - *Bowers*
214. Nonhlanhla Honey Ntsingila - 001116 0568 *** - Umgababa Mission, Area 24, Lishaba, Amanzimtoti, 4126 - *Nkosi*
215. Nonkululeko Amanda Nyamfu - 780918 0433 *** - 65 Aciac Street, Phillipi, CAPE TOWN, 7785 - *Mgwele*
216. Sthembile Bongiwe Mtshali - 910914 0648 *** - Kwaphaweni Area, INGWAVUMA, 3968 - *Masuku*
217. Nonsikelelo Nosipho Chule - 000802 0232 *** - 70 Margaret Avenue, Lynnfield Park, PIETERMARITZBURG, 3201 - *Magwenyane*
218. Marteline-Alet Muhle Mahlangu - 630521 0806 *** - 400 Thandika Street, Extension 2, MHHLUZI, 1055 - *Masangu*
219. Selema Walter Makgothi-Masekela - 840103 5347 *** - 11 Main Avenue, 101 Riviera Mansions, JOHANNESBURG, 2193 - *Makgothi*
220. Vuyani Gregory Khumalo - 841016 5705 *** - 22 Earls Avenue, Windsor West, RANDBURG, 2194 - *Yaze*
221. Onke Dibela - 920713 5696 *** - 300 Mkhenyane Street, Ngangelizwe, MTHATHA, 5099 - *Mangaliso*
222. Raymond Teboho Masedi - 891113 5492 *** - 10849 Ikageng Street, ORANGE FARM, 1841 - *Twala*
223. Bipop Phithi - 610108 5769 *** - Mcotama Area, CENTANE, 4980 - *Velebhayi*
224. Oupa Abel Ngubeni - 670410 5371 *** - 1982 Mazibuko Street, Boitumelo, SEBOKENG, 1983 - *Mokoena*
225. S'bonelo Mathews Mbambo - 901219 5722 *** - Empini Near, Ntshingwayo School, MBAZWANA, 3974 - *Thwala*
226. Sello Mokgabudi - 990120 5769 *** - Stand No E0018 B, Ga-Matlala, MDUTJANA, 0472 - *Maila*
227. Mxolisi Fred Njoko - 940311 5716 *** - C408 Xolisa Road, LADYSMITH, 3381 - *Dlamini*
228. Themba Gugu Mahlangu - 970811 5659 *** - 445 Ndlebe Street, JABULANI, 1868 - *Tshabalala*
229. Thando Sphesihle Maswanganyi - 010207 5294 *** - 59 Antelope Street, LEONDALE, 1401 - *Smith*
230. Nicholas Ntsevu - 770306 5339 *** - House No 100172, Thumbela Area, VERULAM, 4339 - *Ngidi*
231. Brian Yika - 001226 5623 *** - 19949 Amelia Street, Zamdela, SASOLBURG, 1949 - *Monyamane*
232. Gobusaone Adolfus Seleko - 000903 5348 *** - House No 10009, Maganeng, TAUNG, 8584 - *Oganne*

233. Sabelo Banele Thwala - 990526 6100 *** - Mashayane Farm, BARBERTON, 1302 - *Vilane*
234. Mthobisi Sipho Ngwenya - 050907 6177 *** - Hoede Hoop Farm, ERMELO, 2350 - *Maseko*
235. Thabang Mashego - 050418 6308 *** - Stand No 66657, Malekutu Trust, KABOKWENI, 1245 - *Fundama*
236. Mthoko Dlamini - 030722 6174 *** - Jolivet, Njane Location, HIGHFLATS, 3306 - *Nzimande*
237. Rudolf Sithembiso Hlatshwayo - 810628 5612 *** - 4620 Bhekuzulu Street, VRYHEID, 3100 - *Zulu*
238. Bulelani Nicholas Methula - 870722 5821 *** - Stand No 828, NAAS, 1346 - *Manyingiza*
239. Simphiwe Skweyiya - 900207 5770 *** - No 216 Nu 13, MDANTSANE, 5219 - *Fani*
240. Malose Lucas Tjotjo - 780602 5619 *** - 16 Lieman Street, WITPOORTJIE, 1724 - *Seanego*
241. Neo Baloyi - 951005 5101 *** - 7143 Malie Street, Orlando West, SOWETO, 1804 - *Masango*
242. Ntobeko Collen Mokoena - 860405 5593 *** - Ifafa Mission, Malangeni, UMZINTO, 4200 - *Hlongwana*
243. Thabang Peu - 921224 6153 *** - Stand No 40150, Nobody Thakgalang, POLOKWANE, 0700 - *Modiba*
244. Siyabonga Liberty Magagula - 960528 5899 *** - Stand No 498, MZINTI, 1352 - *Shabangu*
245. Mocheke Hanong - 890417 5933 *** - Paballong, WITSIESHOEK, 9870 - *Maduna*
246. Mncedisi Maurice Ncobela - 940907 5376 *** - Greenpoint Area, BERGVILLE, 3350 - *Mabaso*
247. Siyabonga Africa Kunene - 900623 5362 *** - 1073 Kwapata Road, PIETERMARITZBURG, 3200 - *Mthembu*
248. Jan Motswaledi Malefahlo - 910325 5511 *** - Stand No 200, OSHOEK, 2356 - *Mabuza*
249. Themba Ndlela - 941025 5860 *** - 061 Hlanganani Trusg, DAGGAKRAAL, 2490 - *Mavuso*
250. Mxolisi Innocent Nzama - 920103 5592 *** - 80 Haddock Avenue, Newland East, DURBAN, 4037 - *Ntusi*
251. Geelboi Pheto Sindane - 980524 5090 *** - Stand No 1055, Tafelkop Stadium, GROBLERSDAL, 0470 - *Moteme*
252. Robert Sibusiso Sibiya - 810306 5816 *** - Stand No 1620, MANGWENI, 1341 - *Ngwenya*
253. Sethebe Ronald Segwabe - 860930 5688 *** - House No 2693B, Pella Dam, PELLA, 2890 - *Lesejane*
254. Vusi December Nkosi - 900523 5558 *** - 3233 First Avenue, Kwa Guqa, Extension 5, EMALAHLENI, 1039 - *Mhlanga*
255. Luthando Ayanda Zisong - 010214 5490 *** - K 461, Mvemve Road, KWA MASHU, 4360 - *Mpungose*
256. Senzo Skhumbuzo Ronald Ndlazi - 851005 5717 *** - Kwandaya Reserve, ESIKHAWINI, 3887 - *Mabaso*
257. Tsepang Lebone Shaun Ngozo - 970131 5240 *** - Mandalay Flat 8, Bloem Street, FICKSBURG, 9730 - *Likhoele*
258. Lehlohonolo Nomadolo - 810104 5940 *** - 67 Snyman Drive, Wright Park, SPRINGS, 1559 - *Waterson*
259. Sibonelo Gladman Sishi - 890319 5438 *** - Oshabeni Ward 04, PORT SHEPSTONE, 4240 - *Hlophe*
260. Humphrey Mthobisi Manzini - 891230 5684 *** - 12 Acacia Crescent, NELSPRUIT, 1200 - *Mkhatshwa*
261. Lindelani Hopewell Mkhungo - 790305 5336 *** - 25454 Sthundo Drive, Sunshine, NAGINIA, 3610 - *Phewa*
262. Piet Happy Plaakie - 930908 5421 *** - 9654 Umkhenche Street, NELLMAPIUS, 0112 - *Sathekge*
263. Evence Mhaule - 970406 5678 *** - Stand No 10037, MGOBANENI, 1240 - *Vilane*
264. Amos Raseruma Jiyane - 930221 5764 *** - 1270 Sipho Street, Hopanong, MAMELODI EAST, 0122 - *Monyai*
265. Kamohelo Mathebula - 000607 5135 *** - 3560 Montoedi Street, DUDUZA, 1496 - *Phathi*
266. Kgoboko Thabiso Lucas Kgafela - 940619 5743 *** - 40052 Ga Matlo Street, MAPELA, 0610 - *Matlou*

267. Siyanda Matuludi - 950501 5169 *** - 5339 Rethabile Street, IVORY PARK, 1685 - *Ngenelwa*
268. Sipho August Masomboka - 960808 5917 *** - House No 1238, Zone 1, KWAMHLANGA, 1022 - *Skosana*
269. Malesela Ephaphrus Manamela - 800130 5328 *** - 94 Buite Street, POLOKWANE, 0699 - *Segoale*
270. Mokgalo Ambrose Pheeha - 800605 6267 *** - 15 Solomondale, GA DIKGALE, 0721 - *Kganyago*
271. Lucky Kereng Mogapi - 810922 5761 *** - House No 1806D, Metejwe Section, TLOKWENG, 2839 - *Molefe*
272. Lesley Sithulele Mvala - 930322 5570 *** - House No 8648 K9, Kutloanong, ODENDAALSRUS, 9480 - *Ncaphe*
273. Kgauhelo Casswell Mphakoanyane - 990221 5061 *** - 29165 Chris Hani Street, Kagisanong, BLOEMFONTEIN, 9300 - *Sekisi*
274. Molefi Samuel Kabi - 901231 5399 *** - 10490 Mahonono Street, PHELINDABA, 9302 - *Mahonono*
275. Odirile Macdonald Molatlhegi - 890430 5685 *** - Unit 30, Oasis Manor, RANDFONTEIN, 1759 - *Mosiane*
276. Raphadu Edmund Nkoatse - 870511 5370 *** - Watersmeet Area, LADYSMITH, 3370 - *Mvelase*
277. Siyanda Kwanele Mtshali - 931214 5485 *** - Mpembeni Area, HLABISA, 3937 - *Khanyile*
278. Iswin Elrimarco Toerien - 000625 5235 *** - Sweatpea Laan, Moreson, ROBERTSON, 6705 - *Jeneke*
279. Asive Gwiji - 000223 5393 *** - Cabazana Area, MOUNT AYLIFF, 4700 - *Tuku*
280. Sibusiso Ridge Mahlangu - 951211 5312 *** - House No 1179, Block G, SOSHANGUVE, 0152 - *Radebe*
281. Thabang Monama - 930831 5454 *** - House No 429, Masehlaneng, MOKOPANE, 0600 - *Lekalakala*
282. Tokollo Harmfree Thobejane - 990326 5732 *** - House No 572, Vuwani Location, VUWANI, 0952 - *Rambau*
283. Thihe Lourence Phakwago - 820827 5816 *** - Ga-Nchabeleng, SEKHUKHUNE, 1124 - *Rachidi*
284. Magomarele Tshepho Mariri - 870721 5626 *** - Phokwane, SEKHUKHUNE, 1124 - *Nkoana*
285. Thabo Bilal Mbokazi - 790629 5845 *** - 12 Leeukop Avenue, Modder East, SPRINGS, 1559 - *Lebotho*
286. Mxolisi Percival Mmikathi - 870828 5730 *** - Block B Area, EMONDLO, 3135 - *Sibiya*
287. Robin Joseph Samuels - 980627 5037 *** - 12 – 34th Avenue, ELSIES RIVER, 7490 - *Solomons*
288. Xolani Sthembiso Mbuyazi - 781010 5906 *** - 1097 Dune Route, Mzingazi, RICHARDS BAY, 3900 - *Mthethwa*
289. Thabang Ruphus Manana - 981127 5417 *** - 12525 Kgalagadi Drive, Ivory Park, Extension 10, MIDRAND, 1685 - *Mokoo*
290. Khanya Mxi - 000226 5508 *** - U-610 Payiya Street, KHAYELITSHA, 7784 - *Mqoboka*
291. Luvuyo Mathews Matuludi - 970713 5123 *** - 5339 Rethabile Street, Ivory Park, MIDRAND, 1685 - *Ngenelwa*
292. Gordon Evans - 950307 5337 *** - Portion 139, HARTBEESFONTEIN, 0250 - *McLachlan-Evans*
293. Junior Nhlanhla Reitumetse Mosoma - 011223 5181 *** - 5547 Ditumedisho Street, NELLMAPIUS, 0122 - *Thobela*
294. Trevor Mthokozisi Sibanda - 940517 6314 *** - 07 Bray road, Airport View, MAFIKENG, 2745 - *Ka Mthokozisi*
295. Sivuyisiwe Manyela - 921225 0610 *** - 37012 Oghipa Street, , DELFT, 7100 - *Pangwa*
296. Sikalongwe Reitumetse Bahumi - 040924 0146 *** - 669 Dlabu Street, Rocklands, BLOEMFONTEIN, 9323 - *Kwababa*
297. Sanelisiwe Mkhize - 051227 0466 *** - House No 52148, MANGAMAZINI, 4000 - *Ngidi*
298. Mapaseka Mokhutsane - 000428 1279 *** - 315 Vasco Da Gama Street, MOHLAKENG, 1759 - *Leshwane*
299. Stacy Jacobs - 040720 0598 *** - 28 Palto Way, ELSIES RIVER, 7490 - *Wildschutt*

300. Asanda Jili - 030103 1603 *** - Mpumlwana Location, CREIGHTON, 323 - *Zuma*
301. Thandi Cinthia Huma - 881215 0218 *** - 5643 Daluxolo street, Extension 2, IVORY PARK, 1600 - *Dumakude*
302. Mbali Portia Molefe - 010306 0201 *** - 21019 Modisakeng Street, Tsakane, Extension 1, BRAKPAN, 1551 - *Mkhwanazi*
303. Keletso Vivian Mantju - 000115 0507 *** - 317 Spook Park, POLOKWANE, 0742 - *Boshomane*
304. Kwezi Alicia Ngubane - 050125 0700 *** - House No 26, Andraesn Street, PORT SHEPSTONE, 4240 - *Nqoko*
305. Tebogo Babra Bantatsetse - 841230 0352 *** - House No 12767, Mocoseneng, MAHIKENG, 2700 - *Pohe*
306. Yamkela Koyi - 020225 0957 *** - 82122 King Bhekuzulu Street, INANDA, 4310 - *Shabangu*
307. Sinako Luyanda Solo - 041004 1267 *** - 10593 Mampuru Street, TSAKANE, 1550 - *Ngwenya*
308. Andiswa Zikhona Portia Buthelezi - 030328 1033 *** - Manana Road, Dambuza Location, PIETERMARITZBURG, 3201 - *Khanyile*
309. Zaccariah Dea Rooi - 011122 0367 *** - 26 Harlow Road, EAST LONDON, 5209 - *King*
310. Mokgadi Olygan Mokadikwa - 710919 0790 *** - House No 1083, Section A, Solomondale, SOVENGA, 0727 - *Makadikwa*
311. Nonhlanhla Patricia Mposula - 870217 1073 *** - House No 7599, Section 5, MADADENI, 2951 - *Mnisi*
312. Dick Phindiwe Mvala - 910326 5697 *** - House No 8648 K9, Kutlwanong, ODENDAALSRUS, 9480 - *Ncaphe*
313. Ndamulelo Madambiri - 980603 5665 *** - Muledane, THOHOYANDOU, 0950 - *Mulaudzi*
314. Kally Nkuna - 970515 5917 *** - Stand No 013552, MSOGWABA, 1213 - *Ingle*
315. Themba Simon Mathibela - 790903 5986 *** - House No 1607, Phola Park, KWAMHLANGA, 1022 - *Kgomo*
316. Oliver Mufhadi - 840823 5677 *** - 274 Francis Baard Street, PRETORIA, 0002 - *Mulaudzi*
317. Bavumile Ngondo - 920507 5385 *** - House No 1000, Kwala Section, KATLEHONG, 1431 - *Vilakazi*
318. Mphonyana Hamilton Matuludi - 890102 5232 *** - 2136 Le-Bonheur Estate, Terenure, KEMPTON PARK, 1619 - *Ngenelwa*
319. Kgakololo Advice Tshabane - 881107 5486 *** - House No 2314, Matlhobolo Section, BATLHAROS, 8400 - *Gaokgethe*
320. Mahlatse Masome Matentji - 910826 5983 *** - 6961 Heatherview, , PRETORIA NORTH, 0182 - *Makwala*
321. Cecil-James Phila Sosibo - 921014 5671 *** - Makholweni Location, CREIGHTON, 3263 - *Madondo*
322. Wilson Pesha - 990524 5653 *** - House No 1628, Block R, SOSHANGUVE, 0152 - *Nakeng*
323. Tebello Freedom Mokoena - 991014 5682 *** - 57D Sejwalejwale, WITSIESHOEK, 9870 - *Nyamati*
324. Thabang Sekhonyane - 960201 5345 *** - House No 14352, Extension 8B, ORANGE-FARM, 1717 - *Dladla*
325. Tuka Jacob Serero - 780623 5565 *** - 14 – 2nd Avenue, Alexandra Township, ALEXANDRA, 2090 - *Goliath*
326. Oyama Stuurman - 000912 5853 *** - 10 Gulneafowl Drive, Southernwood, EAST LONDON, 5201 - *Mangena*
327. Ronald Jabulane Tshabalala - 950127 5496 *** - House No 7893, Extension 3, WINTERVELDT, 0198 - *Shibambo*
328. Nathaniël Hendricks - 780327 5256 *** - 3 Grundling Street, DE AAR, 7000 - *Matshoba*
329. Thando Felix Nkosi - 990419 5406 *** - 716 Mofokeng Street, ERMELO, 2350 - *Nkambule*
330. Tumelo Freddy Kotelo - 811029 5284 *** - 18 Joubert Street, Erasmus, BRONKHORSTSPRUIT, 1024 - *Nemanimila*
331. Gert Johannes Alwyn Jansen Van Vuuren - 971017 5185 *** - 56 Gravenstein Farm, WINDHOEK, 4890 - *Jansen Van Vuuren*
332. Tswaledi Leshela - 010313 5131 *** - Stand No 10205, Turkey Zone 3, MARULENG, 0890 - *Mamefja*
333. Lebogang Sithebe - 790914 5709 *** - 279 Motsepe Street, Meadowlands, SOWETO, 1852 - *Mokoena*

334. Musa Ngwane - 901030 5702 *** - Unit 101 Everton Road, PINETOWN, 3610 - *Hlophe*
335. Alfred Thato Leche - 000429 5042 *** - 3686 Cele Street, DOBSONVILLE, 1865 - *Mokgwabone*
336. Simon Kwena Tumiso Segudla - 900615 5343 *** - 6042 Qambela Street, Section Q, MAMELODI WEST, 0122 - *Stumo*
337. Unathi Bolosha - 881005 5886 *** - 57 Karonje Street, Delft, CAPE TOWN, 7100 - *Zazela*
338. Goodman Bhokokwakhe Nene - 681203 5484 *** - Esidakeni Area, MSINGA, 3010 - *Dlamini*
339. Dumsani Absalom Shongwe - 820630 5462 *** - Stand No 224, MATSULU, 1203 - *Hlabathi*
340. Zola Hamilton Ngcapu - 560503 5728 *** - Mkangiso Location, QOULE, 5600 - *Mtya*
341. Nowase Eugena Cube - 681014 0397 *** - 416 Wilford Notshokovu Street, Lanaaikamp, GEORGE, 6530 - *Xolani*
342. Amogelang Moses Metebe - 960720 5306 *** - 36 Saint Aubyn Street, ALBERTON, 1449 - *Ramonetha*
343. Mpho Jacob Mokwele - 860514 5285 *** - 541 Thakgalang, Nobody, MANKWENG, 0892 - *Segooa*
344. Ezekiel Jeremiah Melodi - 680702 5398 *** - 146 Chauke Street, SAULSVILLE, 0125 - *Mononyane*
345. Lebogang Veronicca Lesego Mabotja - 860323 1093 *** - 1664 Block L, SOSHANGUVE, 0152 - *Songwane*
346. Mlunglisi Shingange - 830806 5594 *** - 2644 B, Zone 2, Dipenaar Street, DIEPKLOOF, 0010 - *Mahlwule*
347. Moipoledi George Paile - 720923 5736 *** - 497 Letlhakaneng, BRITS, 0250 - *Morobe*
348. Lebogang Molemo Kingsley Moipolai - 810608 6047 *** - Block W, 106 Ferguson Street, Brandwag, BLOEMFONTEIN, 9325 - *Moroeng*
349. Mpho Sibusiso Metebe - 950217 5334 *** - 36 Saint Avenue, ALBERTON, 1449 - *Ramonetha*
350. Thabo Moholobela - 920609 5851 *** - 965 Keagane Street, Extension 5, SIMUNYE, 1759 - *Sekhutsoanyane*
351. Tshogofatjo Makgoo - 950820 0389 *** - J 303 Heidelberg Road, JOHANNESBURG, 2001 - *Mashabela*
352. Nokubonga Lettie Khumalo - 880714 0480 *** - Nokweja Location, IXOPO, 3276 - *Miya*
353. Mingeni Joao - 880623 5456 *** - 4436 Extension 3, Kanana Location, ORKNEY, 2619 - *Magwaca*
354. Cassius Mashohla - 850927 5909 *** - 48 Dranse River Drive, Midriver Estate, Extension 69, KEMPTON PARK, 1400 - *Raluswinga*
355. Ntokoza Ntombela - 011029 6197 *** - Qunwane Area, HLABISA, 3937 - *Zungu*
356. Lebogang Junior Tau - 000219 6198 *** - 19 Gold Street, KRUGERSDORP, 1754 - *Kok*
357. Khethelo Mpilo Mabizela - 040602 5971 *** - Dukuza Area, BERGVILLE, 3350 - *Hlongwane*
358. Gomolemo Prince Letsoalo - 980420 5667 *** - 1039 Lebanon, MABOPANE, 0190 - *Mabohe*
359. Gopolang Agreement Goitumetswe - 900127 5746 *** - 149 Diamond View, MAFOKENG, 8400 - *Mathibatsela*
360. Bethuel Machuisa - 950103 5797 *** - 10701 Manjemantsho, MAHIKENG, 2745 - *Motsumi*
361. Jabulani Matokong Mashamaite - 780406 5637 *** - 259 Pretorius Street, MOKOPANE, 0600 - *Masingi*
362. Tumelo Mojapelo - 890925 6029 *** - 28 Refihlile Street, MULDERSDRIFT, 1739 - *Matlaila*
363. Bejane Ben Mashako - 860920 5849 *** - Gemarke, BOCHUM, 0790 - *Maruana*
364. Potso Mokoena - 971202 5480 *** - 806 Extension 1, JOUBERTON, 2574 - *Phele*
365. David Senyora Matheka - 910916 5121 *** - 29 Plumbago Street, Country View, RANDBURG, 1687 - *Mbalo*
366. Tshenuwani Musinyali - 951002 5900 *** - Private Bag X2249, SIBASA, 0950 - *Mukosi*

367. Mothusi Mc Gyver Mfisa - 991029 5694 *** - 487 Mashao Street, BELA-BELA, 0480 - *Mabunda*
368. Sifiso Eric Dube - 980524 5216 *** - 5460 Section 6, Maboloka, BRITS, 0250 - *Nkosi*
369. Dean George Vermeulen-Van Den Berg - 950508 5102 *** - 4 Arendsnes, GROENFONTEIN, 0084 - *Vermeulen*
370. Sello Molapane Innocent Legora - 930930 5827 *** - P O Box 175, Mmotong, KGOHLOANE, 0760 - *Mapheto*
371. Sechaba April Motingoe - 840325 5582 *** - 6693 Constntia park, KROONSTAD, 9301 - *Phama*
372. Msizi Simphiwe Nzama - 810613 5416 *** - 4 Stone Close, GREENSTONE, 1609 - *Ntanda*
373. Luyanda Gumbi - 040422 5967 *** - D 1 Umlazi Township, UMLAZI, 4001 - *Ngcobo*
374. Lehlohonolo Tisetsang Malope - 021111 5082 *** - 1353 Klipgat, MABOPANE, 0190 - *Basaya*
375. Tshagofatso Calvin Legodi - 970710 5655 *** - P O Box 7822, POLOKWANE, 0700 - *Ledwaba*
376. Moeketsi Donald Raboroko - 970916 5715 *** - 452 Bolata, WITSIESHOEK, 9870 - *Tsotetsi*
377. Jacob Lentswe Motaba - 851215 5363 *** - 1448 B White City, JABAVU, 1803 - *Ndaba*
378. Lebohlang Solomon Miya - 921213 5581 *** - 4742 Extension T, BOPHELONG, 1911 - *Nhlapo*
379. Lerumo Kennedy Chirinda - 960517 5322 *** - 4027 Sekhwiri Street, Extension 2, REFILWE, 1003 - *Mosia*
380. Sthando Mkhabela - 861207 5200 *** - 53 Inisle Street, FLORIDA, 1709 - *Mlangeni*
381. Ntokozo Mayisela - 001206 5890 *** - 10653 Mehlappe Street, TSAKANE, 1550 - *Hadebe*
382. Thabiso Mcmillan Maine - 860101 5635 *** - 616 H, BOTSHABELO, 9781 - *Ntseki*
383. Kamohelo James Nketele - 860519 5287 *** - 3002 Phooko Street, PHUTHADITJHABA, 9866 - *Khiba*
384. Thapelo Simon Thongwana - 930110 6363 *** - Ga-Nomabolo, MANKWENG, 0230 - *Baloyi*
385. Nkosi Qhola - 890509 5944 *** - 3333 Shenstone Farm, PIETERMARITZBURG, 3200 - *Zuma*
386. Mercy Tinti Rachue - 940216 5835 *** - Ga-Mphahlele, LEBOWAKGOMO, 0736 - *Maleka*
387. Precious Ngobeni - 810610 0658 *** - 430 Block Y, Lebenya Street, SOSHANGUVE, 0152 - *Masilela*
388. Hezel Mysister Magwaza - 791027 0266 *** - HRS 336, BLK 50 Road 240, BAYVIEW, 4072 - *Sibiya*
389. Thabiso Ernest Albert Maluleka - 951104 5183 *** - 4147 Erasmus Tsooseng, Phase 4, MAMELODI, 0100 - *Maluka*
390. Lindiwe Pearl Dube - 910907 1035 *** - 60307 Ntendeka, DANNHAUSER, 3080 - *Masango*
391. Tshepiso Matjie - 770212 0592 *** - 23 Beryl Drive, FLEURHOF, 2000 - *Kubu*
392. Siphosethu Welcome Mbatha - 900924 5554 *** - Room 20, Smith and Twist, Hillbrow, JOHANNESBURG, 2000 - *Makhaye*
393. Maphale Alleen Maano - 841023 5683 *** - 49 – 15 City Deep Flats, JOHANNESBURG, 2000 - *Semela*
394. Langalakhe Kholane - 910707 5158 *** - 11835 Morula Street, Extension 4, DOBSONVILLE, 1863 - *Makhaye*
395. Mapula Motholo - 920804 0993 *** - 3052 Block, Next 1, SOSHANGUVE, 0152 - *Mofokeng*
396. Kabelo Mputla - 900524 5791 *** - 3579 Mmakau Street, TLADISTAD, 0100 - *Mabasa*
397. Maputle Thapelo Cecil Lekgau - 970331 5638 *** - 55 Toronto Street, Mahlasedi Park, POLOKWANE, 6700 - *Phatudi*
398. Thabiso Desmond Solomon Rakumakoe - 821215 5439 *** - 5 Sentry Palm Street, Karen Park, PRETORIA, 0182 - *Munyai*
399. Peter Thabang Mano - 870319 5831 *** - 923 Block GG, SOSHANGUVE, 0152 - *Mathabathe*
400. Vincent Nkosi Ngcobo - 830304 6122 *** - C 50 Mpumalanga Township, HAMMARSDALE, 3700 - *Ngidi*

401. Kefiloe Willington Noge - 901201 6069 *** - 259 Luthando Street, MAPLETON, 1459 - *Ledwaba*
402. Yusuf Khan - 971225 5043 *** - 1192 Melody Street, RADIOKOP, 1724 - *Oakes*
403. Johannes Lodewikus Botha - 981015 5131 *** - Plot 456, Extension 14, MODIMOLLE, 0510 - *Prinsloo*
404. Asanda Sonti - 980220 1281 *** - House no 509, Zone 8, ATLANTIS, 7849 - *Mzizi*
405. Blessing Success Thabo Mathye - 990118 5862 *** - 5390 Extension 4, SOSHANGUVE, 0152 - *Sikosana*
406. Neo Motseki - 971128 5250 *** - 4390 Siyabonga Street, LAWLEY, 1824 - *Tshekedi*
407. Frans Mahlatse Sebati - 970627 5570 *** - 15444 Extension 12, SOSHANGUVE, 0152 - *Manaka*
408. Mmatidi Abrina Motloutsi - 910604 0564 *** - Stand no 1547, Zone 1, SESHEGO, 0699 - *Rakgotho*
409. Orapeleng Daniel January - 930406 5394 *** - 5054 Imbuzane Street, Extension 4, Protea Glen, SOWETO, 1818 - *Legobate*
410. Phillialoise Vuyisile Mjezu - 910531 5309 *** - 27 King Street, GERMISTON, 1401 - *Kumalo*
411. Siyabonga Mchunu - 961109 5575 *** - R 055 Poaltry Mount West, NOTTINGHAM, 3200 - *Madlala*
412. Reabaka Mebalo - 960524 5968 *** - Tropical Pine, Pine Havon, BLOEMFONTEIN, 9300 - *Goshupelwang*
413. Bradley Vukile Rampyapedi - 040609 5292 *** - 40814 Ntoyifaku Street, MAMELODI, 0122 - *Kgoete*
414. Mbali Rowan Monnahela - 031222 0658 *** - 200 Kraai Street, PRETORIA, 0100 - *Chauke*
415. Nikita Roman - 030422 0405 *** - 98 Grove Road, PAROW, 9500 - *Galloway*
416. Orapeleng Semango - 020910 0276 *** - 16 Lodestar Street, KEMPTON PARK, 1619 - *Sekate*
417. Karabo Msiza - 970620 5771 *** - 4161/13 Elm CL, ROODEKOP, 1401 - *Segafa*
418. Odirile Audrey Maine - 890816 5463 *** - 7/9014 Tswelelopele, POTCHEFSTROOM, 2531 - *Koloti*
419. Mashudu Piet Mashau - 810830 5488 *** - 91 GOven Mbeki Street, Lotus Gardens, PRETORIA WEST, 0152 - *Seakamela*
420. S'mangaliso Ngcebo Mkhize - 010721 5044 *** - 1047 Mabuyeni Reserve, ESIKHAWINI, 3901 - *Mthethwa*
421. Sibusisiwe Nicole Mazibuko - 010430 0117 *** - 10290 Maliza Link, SOWETO, 1809 - *Khumalo*
422. Sbusiso Nick Mazibuko - 010430 5101 *** - 10290 Maliza Link, MOROKA NORTH, 1809 - *Khumalo*
423. Vusumuzi Goodman Mazibuko - 840514 5340 *** - 489 Grasmere, FINE TOWN, 1828 - *Nxumalo*
424. Thamaga Fleshia Mkwana - 851212 0345 *** - 487 Reibok Street, New Canada, PENNYVILLE, 1804 - *Matjila*
425. Junior Sandile Hlongwane - 041023 5634 *** - 2015 Xuma Street, EMndeni, JOHANNESBURG, 2000 - *Masinga*
426. Lena Mapule Malau - 990504 0471 *** - 45 – 11th Avenue, ALEXANDRA, 2090 - *Seabela*
427. Dineo Maubane - 000402 0429 *** - 16-3rd Avenue, ALEXANDRA, 2090 - *Hlabangwane*
428. Thabang Jeffrey Monama - 901211 5483 *** - 4 Kransduif Birch, KEMPTON PARK, 1618 - *Phosiwa*
429. Bulelwa Florence Gumede - 830307 0635 *** - Fearview, UMZIMKHULU, 3297 - *Mbele*
430. Mapeshe Terence Manyama - 040426 5412 *** - 1327 Mountain View, KWAMHLANGA, 1022 - *Moshoma*
431. Masande Somgungqu - 050525 5624 *** - Mhlanga Area, BIZANA, 4800 - *Sontsele*
432. Smiso Will Shoji - 050410 5633 *** - Kwamafunze Location, PIETERMARITZBURG, 3200 - *Ndokweni*
433. Malose Tebogo Jeffrey Maseema - 800404 6463 *** - 3100 – 16th Street, Extension 4, REFILWE, 1003 - *Mailola*

434. Mthokozisi Ntokozo Njoko - 990225 5452 *** - Ezakheni Ch 08, LADYSMITH, 3370 - *Dlamini*
435. Fano Henry Mkhize - 920406 5734 *** - 2550 Point Road, Mshiyeni Hospital, WELBEDACHT, 4027 - *Sibisi*
436. Terrence Mduduzi Mkhize - 931016 5265 *** - 12097 Hlonipha Road, St Wendolins, MARIANNHILL, 3609 - *Lokothwayo*
437. Nomfundo Ndlovu - 960310 0697 *** - H 2729 Bhekimthasibe Road, UMLAZI, 4066 - *Mhlongo*
438. Letlhogonolo Sekokope - 950715 0163 *** - 1699 Extension 25, GA-RANKUWA, 0200 - *Makapane*
439. Edgar Masuku - 000423 5571 *** - Stand no 424, Mthakathi Castle, BUSHBUCKRIDGE, 1370 - *Ndlovu*
440. Nondumiso Shange - 740601 0348 *** - Nikhiwe Area, BIZANA, 4800 - *Mathanjana*
441. Lindokuhle Shimane Mbatha - 010725 5219 *** - 1859 Noorweg, PORT NOLLOTH, 8280 - *Mokoena*
442. Thapelo Enoch Moyo - 950928 5386 *** - A 26 Cornation Crescent, LEHAE, 1829 - *Nkuna*
443. Mpho Nemusunda - 860902 5752 *** - 18 Kyrgustian, COSMO CITY, 2193 - *Ndou*
444. Sonwabile Simon Mbanjwa - 021031 5253 *** - 19 El Alamein, THABA TSHWANE, 0187 - *Majola*
445. Nqobile Mjiako - 001026 0120 *** - Feathertop, PROTEA GLEN, 1818 - *Nale*
446. Neville Moabi Gaserotse - 010321 5434 *** - 58 Kalanari, Postdene, POSTMASBURG, 8420 - *Bojosi*
447. Khomotso Lerato Maphuti Mothiba - 010607 0430 *** - 24 Sonneblom Street, MIDRAND, 0100 - *Maledo*
448. Mpho Lombard Monkwe - 980110 5104 *** - House no 665, Stinkwater, HAMMANSKRAAL, 0100 - *Matsimbi*
449. Mpho Tracey Mello - 850727 0884 *** - 42 Harrison Street, JOHANNESBURG, 2000 - *Manota*
450. Sithembiso Khumalo - 950803 5841 *** - 9843 Manzana, OSIZWENI, 2952 - *Ngwenya*
451. Kutlwano Naledi May - 020226 0162 *** - 23 Bruidsbos Street, Noordheuwel, KRUGERSDORP, 1739 - *Medupe*
452. Bridgette Kutlwano Chabalala - 900201 0623 *** - 1577 Phase 8, GARANKUWA, 0208 - *Rampeng*
453. Nathan Adhikarie - 950513 5168 *** - 11 Totius Street, CLAMHALL, 7500 - *De Hahn*
454. Ontiretse Christopher Maamogwe - 940923 6006 *** - Morokweng, GANYESA, 8614 - *Mothibedi*
455. Simon Mashele - 780913 5905 *** - Ga Sako, BOCHUM, 0790 - *Mabetoa*
456. Lucia Mangolo - 920718 0677 *** - Bear Park Complex, Lyndhurst, JOHANNESBURG, 2001 - *Mukhari*
457. Karabo Ncedo - 990212 5039 *** - 1644 Greenbay, Fairland, GORDONS BAY, 7135 - *Nkopane*
458. Nompumelelo Buhlebenkosi Xaba - 000622 0483 *** - 51 Pickard Street, DELMAS, 2210 - *Skhosana Ka Mahlangu*
459. Nomfundo Letitia Annabell Gama - 900329 0434 *** - 38 Plane Street, MIDRAND, 1600 - *Nyathi*
460. Boitumelo Patience Moraba - 831006 0343 *** - 3346 Morula Crescent, SOWETO, 1818 - *Phatoli*
461. Balungile Thulani Madikane - 030503 6300 *** - 132 Great Britain Street, KENILWORTH, 5040 - *Langa*
462. Thapelo Tshabalala - 050830 5587 *** - 5 Van Eck Street, GERMISTON, 1401 - *Sekgobela*
463. Marcel Matthew Anthony Kruger - 980625 5282 *** - 6 Eton Road, JOHANNESBURG, 2000 - *Dubruel De Broglio*
464. Segopane Clearance Moila - 981219 5735 *** - 8 Dan Pienaar, LESLIE, 2265 - *Mokabane*
465. Inathi Mtaki - 030618 1284 *** - Tsitsong Location, MATATIELE, 4730 - *Dambuza*
466. Nontozanele Tercianterence Mjezu - 990119 1193 *** - T7 King Street, GERMISTON, 1401 - *Kumalo*
467. Mbali Mokhwazo - 010131 0973 *** - 946 / 11 Block HH, SOSHANGUVE, 0152 - *Nombona*

468. Sherine Thato May - 960525 0029 *** - 23 Bruidsbos Street, Noordheuwel, KRUGERSDORP, 1739 - *Medupe*
469. Edward Mojalefa Tshwagong - 810202 6987 *** - 4233 Kunupi Street, Mogale City, KAGISO, 1754 - *Maluleka*
470. Thato Sylvester Maitsana - 940624 5765 *** - 30145 Tlapeng, GANYESA, 8613 - *Motswadira*
471. Vusi Lawrence Mokaiwa - 790402 6112 *** - 447 Kwena Street, MADIKWE, 2840 - *Makhunga*
472. Vusi Thupi - 871024 5599 *** - P O Box 1406, GROOTHOEK, 0620 - *Ngovene*
473. Sicelo Lindani Mzinyane - 900612 5282 *** - 5385 No, ORLANDO EAST, 1717 - *Zulu*
474. Siyabonga Silindokuhle Mabaso - 911005 5629 *** - 27 Putney Road, ROSSMORE, 2092 - *Sokhela*
475. Musa Dan Shilubane - 880511 5382 *** - 155 Woodpeckers Avenue, HAZYVIEW, 1242 - *Khoza*
476. Solly Ayabonga Thato Mabija - 960301 5060 *** - 18-11th Street, SPRINGS, 1559 - *Methula*
477. Godfrey Thapelo Seisho - 991006 5705 *** - 1745 Lehasa Street, Rocklands, BLOEMFONTEIN, 9300 - *Lethuko*
478. Matselane Juliet Sitshego - 920301 0295 *** - 666 Lekgabunyane Street, HOOPSTAD, 9479 - *Mphatse*
479. Mulweli Ndou - 961213 5437 *** - 1261 Plot, BRAAMVLEI, 1759 - *Netshivhulana*
480. Loyiso Manyisi - 010911 5727 *** - 1235 Bophelong Street, Extension 5, SIMUNYE, 1779 - *Yawathe*
481. Lefa Matthews Chabalala - 980424 5796 *** - Maboloka Lethabong, BRITS, 0100 - *Modise*
482. Lauretta Refilwe Malapane - 000701 0683 *** - Venga, BRITS, 0400 - *Sekgobeta*
483. Mbongeni Thando Twala - 860523 5461 *** - Eskom no 10109, OSIZWENI, 2952 - *Buthelezi*
484. Thobelani Ntethelelo Zwane - 960611 5512 *** - Lindizwe Area, NONGOMA, 3950 - *Mathe*
485. Kamogelo Pule - 001124 5406 *** - House no 7017, Tlebebe, LUKA, 0322 - *Katane*
486. Ayabonga Riccardo Nqiwa - 010420 5185 *** - Mbudu Area, LUSIKISIKI, 4820 - *Nxele*
487. Onke Mthwazi - 860504 5708 *** - Hombe Area, LUSIKISIKI, 4800 - *Ngwane*
488. Bhekizitha Sikhakhane - 900308 5981 *** - 620628 Khuzwayo Area, WILLOWFONTEIN, 3201 - *Sibisi*
489. Thabo Thokozani Wiseman Madi - 890616 5801 *** - 2966 Section 3, MADADENI, 2951 - *Maphanga*
490. Mkhungo Ndlovu - 900710 5054 *** - 901 White City, Steadville, LADYSMITH, 3373 - *Shabalala*
491. Bongekile Fortunate Mjiyako - 880118 0770 *** - J 711 Pigogo Road, UMLAZI, 4001 - *Zungu*
492. Tumelo Sisco Sediba - 890827 5221 *** - P O Box 430, GRASKOP, 1270 - *Mdluli*
493. Sisipho Xolo - 050725 5183 *** - Ward 11, Kwanzimakwe, PORT SHEPSTONE, 4240 - *Nzimakwe*
494. Lebogang Julia Xulu - 011121 0889 *** - 182 Steve Biko Street, Slovoville, ROODEPOORT, 1154 - *Sebola*
495. Robin Gerald Dyers - 710109 5130 *** - 21 Perivale Street, BRYANSTON, 2192 - *George*
496. Cedric Andile Mac Kenzie - 800128 5267 *** - 2 The Bay, 70 Stella Wood, UMBILO, 4000 - *Hlatshwayo*
497. Allister Allies - 830514 5245 *** - 255 Tsenolong, TEMBISA, 1632 - *Mabusela*
498. Moegamat Ganief Darries - 910424 5346 *** - A 87 Dwaleni, KABOKWENI, 1245 - *Mashinini*
499. Frekkie Tshebetshebe - 940214 5706 *** - 10195 No, GA-MASEMOLA, 1060 - *Modisha*
500. Mfanaimpela Hamilton Masombuka - 950621 5892 *** - Goedehoop Farm, DELMAS, 2210 - *Sibande*

501. Peter Makhubela - 930709 5545 *** - 637 Seta Street, Phase 1, BRAAMFISCHER, 1724 - *Malunga*
502. Matthews Sakaria Motshale - 950816 5349 *** - 31 / 190 Endayeni Section, TEMBISA, 1632 - *Mahlangu*
503. Julias Silubane - 870327 5696 *** - No 29 Louis Botha, FLORIDA PARK, 1709 - *Leqola*
504. Nozipho Portia Mbele - 850704 0332 *** - 10 Noor Street, UTRECHT, 2980 - *Buthelezi*
505. Sheron Nozipho Ngcobo - 840217 0594 *** - Unit 23, Crystal Park, NEWCASTLE, 2940 - *Shabangu*
506. Tumelo Jacob Mosenye - 850817 5534 *** - 1095 Block U, MABOPANE, 0190 - *Tsagane*
507. Samukelo Thabani Mhlango - 930226 5673 *** - 96 Umbilo Road, DURBAN, 4001 - *Hlabisa*
508. Nonhlanhla Hillary Mgidi - 930219 0483 *** - 1474 Section D, EKANGALA, 1021 - *Mazibuko*
509. Ntombifuthi Thandeka Manqele - 840731 0602 *** - Qongwana Area, MBAZWANA, 3974 - *Mthembu*
510. Yonela Milliscent Mboyi - 970412 0574 *** - 6 Grey Street, , , QUEENSTOWN, 5320 - *Mazwi*
511. Nomfundo Charmaine Dladla - 951128 0802 *** - House No D5131, Section 4, MADADENI, 2951 - *Khoza*
512. Mapula Cynthia Seanego - 760912 0402 *** - 14 Meiring Place, PHILIP NEL PARK, 0133 - *Ngoepe*
513. Refiloe Given Hlahane - 951102 0358 *** - House No 3893, Extension 4, Impumelelo, DEVON, 2260 - *Lephoto*
514. Mighty Tsatsi - 940227 0674 *** - House No E2829, Jakalasdane, KLIPGART, 0081 - *Mashaba*
515. Katlego Mothupi - 010218 0904 *** - 4787 Klarinet Street, Extension 7, EMALAHLENI, 1039 - *Mabaso*
516. Morgan Ani-Mae Sykes - 050912 0182 *** - 56 Wessels Street, L'AGULHAS, 7287 - *Nel*
517. Viki Preciaus Mkhari - 040517 1338 *** - Stand No 1086, Extension 4, RETHABISENG, 1026 - *Makhubela*
518. Elizabeth Refilwe Raisebe Motaung - 870222 0346 *** - 57 Boikhutsong Street, River Park, Phase 2, ALEXANDRA, 2090 - *Gwebu*
519. Sinokwenamile Sinokwethemba Zungu - 020225 0919 *** - 17H19 Koppie Allen, Mayisela Stand, DANNHAUSER, 3080 - *Maphalala*
520. Londeka Tartender Zulu - 011008 1416 *** - Mabedlana Area, MAHLABATHINI, 3865 - *Mdlalose*
521. Amogelang Merriane Ribane - 000531 0662 *** - 17 Greenhout Avenue, Chantelle, PRETORIA, 0180 - *Mmachele*
522. Mangau Martha Mosehlana - 951218 0875 *** - House No 1018, Zone 1, DEN HOUSE, 0400 - *Sebaka*
523. Blessing Cinky Mpyane - 981220 5404 *** - 1055 Tswelopele Street, Zone 4, SESHEGO, 0742 - *Mogale*
524. David Fakude - 790228 6087 *** - 1351 Meryme, MAMTLOND EAST, 0122 - *Mthanyelo*
525. Phihelo Abram Mabena - 770415 5879 *** - 445 Zthobela Street, DUDUZA, 1496 - *Mokoena*
526. Boitumelo Abdurrahman Sepirwa - 010516 5170 *** - House No 1018, Zone 9L, LUTHULI, 0700 - *Sethowa*
527. Tshepo Modibedi - 880123 5676 *** - 1 Elm Street, BOKSBURG, 1459 - *Makhanya*
528. Vincent Morwatjie Rampedi - 880411 5819 *** - Mokwese, JANE FURSE, 1085 - *Selala*
529. Alfred Choshe - 870303 6519 *** - House No 1139, Block B, LETLHABILE, 0264 - *Maleka*
530. Raymond Moeletsi - 971213 5551 *** - Ga Selepe, ATOK, 0749 - *Mojela*
531. Nabotha Joseph Makinta - 811010 5536 *** - 2239A Mphatlalatsane Street, Naledi, SOWETO, 1818 - *Phetwe*
532. Mfundo Innocent Malaza - 930907 5690 *** - House No 2834, Ward 13, OSIZWENI, 2952 - *Nyembe*
533. Matsato Peter Malahlela - 780614 5404 *** - House No 522, Zone 1 Turfloop, Mankweng, POLOKWANE, 1391 - *Letsoalo*
534. Phumini Vukani Lembede - 810926 5807 *** - Sweetwater Location, PIETERMARITZBURG, 3201 - *Makhaye*

535. Cassity Letlthohonolo Moshwana - 841001 5756 *** - 36 Dark City, EKANGALA, 1021 - *Chili*
536. Nathan Lee Lotriet - 990614 5101 *** - 12 Worthing Way, PARKLANDS, 7441 - *Bridger*
537. Sandile Zama Buthelezi - 000311 5413 *** - 2189 FJ Sithole Road, PIETERMARITZBURG, 3310 - *Khumalo*
538. Thulani Anthony Mlambo - 780313 5779 *** - C908 Smith Manqele Avenue, UMLAZI, 4031 - *Mbath*
539. Sinovuyo Mawande Ncetani - 820621 5611 *** - Ngqeleni Village, NGQELENI, 5140 - *Taleni*
540. Vus'Muzi Praisegod Binda - 840429 5598 *** - House 021013, Springbok, DANNHOUSER, 3080 - *Mchunu*
541. Phathutshedzo Thahale - 050527 6091 *** - Stand No 181, Tshakhuma, THOHOYANDOU, 0951 - *Mushiana*
542. Mokgoboya Adolf Maake - 900825 5473 *** - 3171 Beamont Street, Beverly Hills, Phase 2, EVATON WEST, 1984 - *Letebele*
543. Mpho Abraham Maponya - 770606 7185 *** - 308/1 – 4th Avenue, EINADALE, 2000 - *Molepo*
544. Sibonakaliso Thabang Molefe - 930924 5311 *** - Stand No 858, Malaeneng, DENNILTON, 1030 - *Radebe*
545. Makgashu Bethuel Makgoga - 851114 5754 *** - Stand No 1085, Camani, JANE FURSE, 1055 - *Choma*
546. Loyiso Ayabonga Matiwane - 971129 5780 *** - SP 312, Rasta Kamp, SIR LOWRY PASS, 7133 - *Mbadla*
547. Sydney Nicholas Chibwe - 780516 5541 *** - Stand No 1992, KAMHLUSHWA, 1332 - *Mbazima*
548. Phumlani Brilliant Hlatshwayo - 840817 5311 *** - 26 Jesmond Road, PIETERMARITZBURG, 3201 - *Hadebe*
549. Brendon Shaun Van Niekerk - 950911 5215 *** - 04 Hibscus Street, THABAZIMBI, 0830 - *Krause*
550. Phiwokuhle Conrad Ncanana - 800325 5358 *** - Emfekayi, MTUBATUBA, 3935 - *Msweli*
551. Kholofelo Muroa - 940309 5677 *** - 71 Unit R, LEBOWAKGOMO, 0737 - *Mapheto*
552. Enzo Enrico Hendricks - 970428 5433 *** - 62 Atshur Walk, HANOVER PARK, 7780 - *Smith*
553. Thuthuka Talent Shezi - 050408 6549 *** - House No 731, F Section, Lenasia, JOHANNESBURG, 1829 - *Madonsela*
554. Luvuyo Matiwane - 000413 5762 *** - SP 312 Rastakamp, Sir Lowry Pass, SOMERSET WEST, 7130 - *Mtoto*
555. Phillimon Joseph Motlhoiwa - 740929 5220 *** - 2846 Xuma Street, BEKKERSDAL, 1779 - *Thulare*
556. Bradley Mmanana Morifi - 880810 5320 *** - Stand No 417, TWEEFONTEIN B, 0458 - *Masombuka*
557. Paul Mubi Mampane - 760621 5790 *** - 3431 Siyanqoba Street, Klarinet, WITBANK, 1039 - *Nkosi*
558. Vincent Seluma - 720823 5593 *** - 17 Great Dane Street, Hestea Park Extension 4, PRETORIA, 0182 - *Shaku*
559. Phemelo David Khutwane - 881224 5586 *** - House No 847B, Masaseng Section, KGABALATSANE, 0208 - *Kgosola*
560. Thato Stuurman Kgomo - 960225 5477 *** - House No 20548, Extension 10, SOSHANGUVE, 0152 - *Maimela*
561. Jacob Kgmanyane Molekwa - 810411 5650 *** - House No 1426, Mosejja Section, HEBRON, 0208 - *Kenoshi*
562. Prettyboy Mxolisi Malope - 911030 5868 *** - House No 11637, Extension 7A, ORANGE FARM, 1841 - *Thathushe*
563. Katlego Talakgale - 960506 5628 *** - House No 4560, Extension 19, OLIEVENHOUTBOSCH, 0187 - *Leballo*
564. Joshua Tsietsi Moloi - 830626 5686 *** - House No 195, Rietvlei Farm, DELMAS, 2210 - *Twala*
565. Petrus Molantwa Mmusi - 930121 5726 *** - Diretsane, KOPELA, 2774 - *Motlabi*
566. Karabo Enos Ngoatshe - 960420 5942 *** - House No 1293, Block E, HEBRON, 0193 - *Makgoka*
567. Andrew Koti Mooketsi - 890208 5878 *** - 4942 Manyane Street, KAGISO, 1754 - *Thari*

568. Moshe Myambo - 790902 5928 *** - 63 Blackwood Street, Alveda, KIBLER PARK, 2091 - *Richard*
569. Khanyiso Brighton Ncanini - 860101 5412 *** - 881 – 16 Avenue, CLERMONT, 0180 - *Nomatshizolo*
570. Matlhatsi Nkuna - 001029 5707 *** - House No E2780, Klipgat C, JAKKALASDAS, 0202 - *Moela*
571. Kabo Cornelius Mekgwe - 011010 5631 *** - House No G1116B, Ganorakile, MOROKWENG, 8617 - *Mothibi*
572. Kulani Tshiamo Mosime - 991212 5374 *** - 42 Steyn Street, STILFONTEIN, 2550 - *Chauke*
573. Tahleho Johannes Mthunzi - 751211 5948 *** - House No 13728, SASOLBURG, 1949 - *Mokoena*
574. Maredi Temoso Ratau - 950407 5578 *** - Marulaneng, MPHAHLELE, 0736 - *Mathabatha*
575. Thabiso Serobanyane - 790629 5358 *** - Kleinengersdorfer, Hauptstrape, Bisamberg, AUSTRAIA, 2102 - *Zulu*
576. Noxoliso Lorretta April - 800925 1007 *** - 1220 Maputo Street, Klipfontein View, MIDRAND, 1685 - *Mohapi*
577. Matsidiso Beauty Xaba - 920306 0522 *** - with one minor child – Bonolo Charlote Xaba – 180914 1234 *** - 3831 Nghonyama Street, Extension 3, PALMRIDGE, 1458 - *Masehla*
578. Tshepiso Simphiwe Nyosana – 931125 5734 *** - wife Segomotso Nyosana – 980508 1095 *** - and one minor child – Watshepagala Sthembiso Kgobadi – 191202 5534 *** - House No 98/2, PROMISE LAND, 8460 - *Motsathebe*
579. Danise Sekgala – 920822 5381 *** - wife Matome Sylvia Sekgala – 960109 0390 *** - and one minor child – Mohlatlego Rearabilwe Sekgala – 221212 0838 *** - Dilaeneng, BOCHUM, 0790 - *Mashao*
580. Given Masetle – 790817 5307 *** - wife Etta Sinazo Masetle – 851211 0428 *** - and one minor child – Lukhanyo Sphiwe Jnr Masetle – 090126 5471 *** - 9 Silwerboom Street, Terenure, Extension 15, KEMPTON PARK, 1619 - *Manqana*
581. Keabetswe Majola – 960814 0112 *** - with one minor child – Bontle Rethabile Majola – 11229 0481 *** - House No 589, Moseleke Section, KATLEHONG, 1431 - *Modise*
582. Sandy Mjikija – 000902 1062 *** - with two minor children – Jamie-Lee Lushey Titus – 160328 0964 *** - Jamil Lukanyo Mjikija – 190630 6159 *** - House No 3, Extension 6, VICTORIA WEST, 7070 - *Titus*
583. Mzamo Cassius Nhlapo – 831027 5366 *** - with two minor children – Ntokozo Onthatile Nhlapo – 080723 0117 *** - Mpendulo Khutso Nhlapo – 151130 5284 *** - House No 18, Block DD, SOSHANGUVE, 0152 - *Koma*
584. Siphesihle Nokwethemba Mfumfu Msimanga – 961023 0296 *** - with one minor child – Sazokuhle Alondwe Msimanga – 220310 1274 *** - House No 9669, MADADENI, 2951 - *Ziqubu*
585. Nomthandazo Nokubonga Lukhele – 830504 0906 *** - with one minor child – Mpilo Njabulo Lukhele – 120513 5837 *** - 24643 Umbani Street, PALMRIDGE, 1431 - *Gabela*
586. Tema Michael Phaho – 540816 5575 *** - wife Jeany Phaho – 581223 0597 *** - 03 Mokhondo Street, ATTERIDGEVILLE, 0008 - *Maboya*

DEPARTMENT OF HOME AFFAIRS

NO. 4164

8 December 2023

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*:

Notice is hereby given of Government Gazette No. **49309** which, was published in Government Gazette Notice No. **3877** dated **15 September 2023**, is hereby rectified to read as follows

1. Ntokozo Happy Shazi - 900823 0472 *** - Kwaqwabe Location, Ward 05, PORT SHEPSTONE, 4240 - *Jali*

Notice is hereby given of Government Gazette No. **49518** which, was published in Government Gazette Notice No. **3975** dated **20 October 2023**, is hereby rectified to read as follows

1. Thokozani Khuba - 830512 6225 *** - 8 Sisheke Street, VOSLOORUS, 1475 - *Mahlangu*
2. Baboloki Given Makhubele - 001109 6316 *** - House No 117, Phase 3, GARANKUWA VIEW, 0208 - *Muleya*
3. Mantsi Desiree Monisi - 971022 0314 *** - 41 Stiemens Street, Civic Towers, BRAAMFONTEIN, 2001 - *Tlhako*

Notice is hereby given of Government Gazette No. **49757** which, was published in Government Gazette Notice No. **4103** dated **24 November 2023**, is hereby rectified to read as follows

1. Mpho Scholastica Mathebula - 890324 0632 *** - House No 8926, Extension 18, KWAGQA, 1035 - *Sekhu*
2. Meleko Isaack Marope - 931116 5742 *** - House No 2113, Extension 3, Blydeville, LICHTENBURG, 2740 - *Thabagae*
3. Bongani Siphamandla Mbatha - 830609 5323 *** - K790 Nkonjane Road, KWAMASHU, 4360 - *Mnguni*
4. Sonto Samkelisiwe Mdluli - 040218 0930 *** - Ntambanana Area, EMPANGENI, 3880 - *Mkize*
5. Humbelani Mudau - 950409 5580 *** - Maname Paradise, DZNANI, 0955 - *Ramalisa*

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION**NO. 4165****8 December 2023****COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****KALI-UNION VERWALTUNGSGESELLSCHAFT MBH****AND****FERTIVA (PTY) LTD****CASE NUMBER 2023JAN0034**

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 27 January 2023, the Competition Commission (Commission) received notice of an intermediate merger between Kali-Union Verwaltungsgesellschaft mbH (Kali-Union), a firm ultimately controlled by K+S Aktiengesellschaft (K+S AG) and Fertiva (Pty) Ltd (Fertiva). Post-merger, Kali-Union will control Fertiva.
2. In South Africa, K+S AG is active in the supply of granular potassium (K) and Magnesium (Mg) based fertiliser inputs. In terms of the fertiliser value chain, K+S AG is active at the upstream level as an international exporter of fertiliser inputs which it supplies to wholesalers in various countries including South Africa. All K+S AG's fertiliser products in South Africa are sold through Industrial Commodities Holdings (Pty) Ltd (ICH), the seller in the current transaction.
3. Fertiva, the primary target firm, comprises of the unincorporated fertiliser division of ICH, which ICH has transferred to Fertiva for the purposes of this transaction.

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4. ICH has been an agent of K+S AG in South Africa for over 41 years. In terms of the Agency Agreement, ICH distributes all Kali-Union's fertiliser inputs in South Africa and Sub-Saharan Africa. In addition to distributing fertiliser products for Kali-Union, ICH also has supply agreements for the distribution of fertiliser products for other international firms. In terms of the fertiliser value chain, ICH is a wholesaler who markets and distributes fertiliser inputs to fertiliser manufacturers and bulk blenders who then on-sell to end customers (farmers).
 5. Both Kali-Union and Fertiva have no ownership by historically disadvantaged persons (HDPs) or workers, as defined in the Competition act No. 89 of 1998 (as amended) (the Act).
 6. The Commission found that the proposed transaction is unlikely to result in a substantial prevention or lessening of competition, in any relevant market.
 7. The Commission found that the merger triggers an obligation to increase a greater spread of ownership as contemplated by section 12A(3)(e) of the Act. The Department of Trade Industry and Competition (DTIC) raised similar concerns. To address the concerns raised, the merging parties, the DTIC and the Commission have agreed to the conditions set out in **Annexure A** hereto.
 8. Considering the above, the Commission approves the proposed transaction subject to the conditions attached as **Annexure A**.
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ANNEXURE A**KALI-UNION VERWALTUNGSGESELLSCHAFT MBH****AND****FERTIVA (PTY) LTD****CASE NUMBER:2023JAN0034**

1. DEFINITIONS

In this document, the expressions used above will have the appropriate meanings assigned to them and the following and related expressions will bear the following meanings:

- 1.1. **"Act"** means the Competition Act 89 of 1998, as amended;
 - 1.2. **"Approval Date"** means the date on which the Proposed Transaction is approved in terms of the Act;
 - 1.3. **"Commission"** means the Competition Commission of South Africa;
 - 1.4. **"Commission rules"** means rules for the conduct of proceedings in the Competition Commission;
 - 1.5. **"Conditions"** mean the merger conditions included in this Annexure A;
 - 1.6. **"Days"** mean business days, being any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
 - 1.7. **"Fertiva"** means Fertiva (Pty) Ltd, a private company incorporated in terms of the laws of the Republic of South Africa, with registration number 2022/584947/07;
 - 1.8. **"HDP"** means historically disadvantaged persons as defined in section 3(2) of the Act;
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- 1.9. **"Implementation Date"** means the date that the Merger is implemented by the Merging Parties;
- 1.10. **"Kali-Union"** means Kali-Union Verwaltungsgesellschaft mbH a German private limited company, incorporated in terms of the laws of Germany having its office Bertha-von-Suttner-Strasse 7, 34131, Kassel, Germany;
- 1.11. **"LRA"** means the Labour Relations Act 66 of 1995, as amended;
- 1.12. **"Merger"** means Kali-Union's acquisition of Fertiva;
- 1.13. **"Merging Parties"** mean Kali-Union and Fertiva and any firm directly or indirectly controlled by the Merging Parties and/or any firm that has direct or indirect control over the Merging Parties;
- 1.14. **"South Africa"** means the Republic of South Africa;
- 1.15. **"Tribunal"** means the Competition Tribunal of South Africa.

2. EMPLOYMENT CONDITION

- 2.1. There shall, following the Approval Date, be no merger specific retrenchments arising from the proposed transaction.
- 2.2. For the sake of clarity, retrenchments do 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;
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- (vi) terminations in the ordinary course of business, including but not limited to, dismissals as a result of misconduct or poor performance; or
- (vii) any decision not to renew or extend a contract of a contract worker.

2.3. Within 36 months from the Implementation Date:

- 2.3.1. Fertiva will bolster its current employment headcount of [Confidential] employees as at Implementation Date by an additional [Confidential] HDP employees at a total cost of [Confidential] including;
- 2.3.2. The appointment of a permanent HDP agronomist to promote transformation in this sector. This appointment will be made subject to suitably qualified candidates being identified.

3. EDUCATIONAL FUNDING AND SKILLS DEVELOPMENT

- 3.1. Fertiva will provide skills development training to upskill all employees being transferred to it; and
- 3.2. Fertiva will make an annual contribution of approximately [Confidential] for the next 5 (five) years to the Elsenburg Trust to provide university scholarships and/or bursaries to two HDP students, who wish to study to become agronomists. This amounts to a total value of [Confidential].
- 3.3. A six-month paid internship shall also be made available to these two qualified students to enable them to gain work experience at Fertiva in an effort to bolster their employment prospects. This amounts to a total cost of [Confidential].

4. OPEN DAYS AND BURSARY TO SELECTED CANDIDATES FROM SCHOOLS

- 4.1. Fertiva will implement an annual event for at least 5 (five) years, at two schools of its choice, to promote the agricultural sector and food security across public schools with the aim of creating awareness and possible career paths within the sector. These events will be complimented by way of open days and field trips. This is estimated to cost [Confidential].

- 4.2. In addition to the contribution to the Elsenburg Trust as described above in 3.2, Fertiva shall commit to providing bursaries to two HDP candidates to a total value of [Confidential] student/per year for the next 5 (five) years. This amounts to a total cost of [Confidential] over 5 years.

5. SUPPORT OF SMALL SCALE AND/OR HDP FARMERS

- 5.1. For a period of 5 (five) years Fertiva undertakes to conduct promotional farm days for small-scale and /or HDP farmers valued at [Confidential] to provide education on effective use of fertilisers.

6. INDUSTRY SUPPORT

- 6.1. For a period of 5 (five) years from the Implementation Date:
- 6.1.1. To facilitate access to agronomic advice for small-scale and/ or HDP farmers, Fertiva will make available one of its leading international agronomists, currently based in Germany, at least once a year to provide training and advice to small-scale and/ or HDP farmers. This training session will be held annually for five years and will be held in geographic regions where the merging parties consider the greatest number of HDP farmers would likely benefit.
- 6.1.2. Fertiva will assist small-scale and/or HDP farmers by providing sustainable support mechanisms and facilitating access to fertiliser products and coordinating logistics support where feasible. In this regard, Fertiva will be facilitating the delivery of fertiliser to geographic locations that often cannot have fertiliser transported to the location due to logistic costs associated with ordering smaller quantities.
- 6.1.3. Fertiva will provide small-scale and /or HDP farmers access to Fertiva's local agronomists to assist in ensuring quality and standards of service and to facilitate the transfer of knowledge to support the achievement of optimal crop yields. Fertiva's local agronomists may also provide advisory support and training on best agricultural practices. Fertiva will identify geographic regions in South Africa where such assistance is to be provided.
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- 6.2. The above mentioned Industry Support initiatives in paragraphs 6.1.1, 6.1.2 and 6.1.3 will provide support to at least 40 farmers in the Free State, KwaZulu-Natal and the Western Cape. The total combined cost of these initiatives is estimated at [Confidential].

7. MONITORING

- 7.1. Within 10 (ten) Days of the Implementation Date, the Merging Parties shall circulate a non-confidential version of the Conditions to its employees, their employee representatives and trade unions. As proof of compliance herewith, Fertiva shall within 5 (five) Days of circulating the Conditions, submit to the Commission an affidavit by a senior official, attesting to such compliance.
- 7.2. Within 5 (five) days after the Implementation Date, the Merging Parties shall notify the Commission in writing of the Implementation Date.
- 7.3. Within 10 (ten) Days of the anniversary of the Implementation Date and on each anniversary of the Implementation Date for a period of 3 (three) years, the Merging Parties shall provide the Commission with a report regarding its compliance with the Conditions.
- 7.4. The Commission may request any additional information from the Merging Parties, which the Commission may, from time to time, deem necessary for purposes of monitoring the extent of compliance with these Conditions.

8. APPARENT BREACH

- 8.1. 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.

9. VARIATION

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- 9.1. 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.

10. GENERAL

- 10.1. 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

COMPETITION COMMISSION**NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****LEMKEN LANDTECHNIK GMBH****AND****EQUALIZER HOLDINGS (PTY) LTD AND EQUALIZER AG (PTY) LTD****CASE NUMBER 2023JAN0027**

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 20 January 2023, the Competition Commission ("Commission") received a notification of an intermediate merger whereby Lemken Landtechnik GmbH ("Lemken") intends to acquire the ordinary shares in Equalizer Holdings (Pty) Ltd ("Equalizer Holdings") and ultimately acquire control in Equalizer AG (Pty) Ltd ("Equalizer AG"), a subsidiary of Equalizer Holdings. Post-implementation of the proposed transaction, Lemken will exercise control over Equalizer Holdings and Equalizer AG.
2. The primary acquiring firm is Lemken, a limited liability company duly incorporated under the laws of the Federal Republic of Germany. Lemken is controlled by Lemken GmbH, a company incorporated under the laws of the Federal Republic of Germany. In South Africa, Lemken controls Lemken South Africa (Pty) Ltd ("Lemken South Africa"), a private company incorporated under the laws of the Republic of South Africa. Lemken GmbH and all the firms it directly or indirectly controls will be referred to as the "Lemken Group".
3. The Lemken Group designs, manufactures and sells agricultural machinery, services and spare parts for soil cultivation, planting/seeding technology and crop protection

worldwide. Lemken does not sell directly to end users (farmers). Instead, all products are distributed via independent dealerships. These dealerships typically carry one big tractor brand (e.g., John Deere, Case and Claas) and offer complimentary products such as implements for soil cultivation.

4. In South Africa, the Lemken Group operates as a sales, distribution, and service company relating to soil cultivation equipment.
 5. The primary target firms are Equalizer Holdings and Equalizer AG ("The Target Firms"). The Target Firms are incorporated under the laws of the Republic of South Africa. Equalizer AG is a wholly-owned subsidiary of Equalizer Holdings. Equalizer Holdings is in turn controlled by GS Jumaní (Pty) Ltd. The Target Firms do not control any firms.
 6. The Target Firms specialise in the design, manufacture and global distribution of planting and seeding equipment for grain production.
 7. The merging parties submitted that although the merging parties are both active in the broad market for the supply of planter and seeder equipment in South Africa, they do not directly compete. In this regard, the merging parties indicated that Lemken focuses on planter and seeder equipment for soil cultivation whereas the Equalizer Group focuses on planter and seeder equipment for grain production. As such, the merging parties offer different models/ categories of equipment within the planter and seeder market.
 8. The Commission contacted customers and competitors of the merging parties in South Africa to ascertain whether the soil cultivation equipment supplied by the Lemken Group are substitutable with grain production equipment supplied by the Target Firms. The Commission found that the grain equipment supplied by the Target Firms are not functionally substitutable with soil cultivation equipment supplied by the Lemken Group.
 9. Furthermore, the customers of the merging parties indicated that there are other alternative players in the respective markets and these include firms such as John Deere SA, Amazon, Piket and Rovic Leers. Competitors also submitted that they do not consider the merging parties to be competitors.
 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.
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Effect on employment

11. The merging parties submit that there will be no negative effect on employment as a result of the proposed transaction. In particular, no employees will be retrenched as a result of the proposed transaction. It is submitted by the merging parties that the proposed transaction is likely to lead to increased production of Equalizer products in South Africa, which will be exported to the rest of the world. Thus, new jobs will be created.
12. None of the employee representatives of the employees of the merging parties raised any concerns.
13. Given the above and the fact that the parties have made a firm statement on retrenchments, the Commission is of the view that the proposed transaction is unlikely to have a negative impact on employment.

Effect on greater spread of ownership

14. The proposed transaction does not result in any dilution of shareholding by HDPs as neither of the merging parties have any shareholding by HDPs or an ESOP.
15. Given that the merger does not promote greater spread of ownership by HDPs and workers in firms in the market, the Commission requested the merging parties to consider the following:
 - 15.1. A post-merger transaction in terms of which a percentage of the merged entity's shareholding is sold to HDP/s, and/or
 - 15.2. Introducing an ESOP in the merged entity.

Merging parties' response

16. The merging parties submitted that the introduction of an ESOP or HDP shareholder would not be possible. In this regard, the merging parties proposed the following conditions:
 - 16.1. The merged entity will expand its operations and as a result employment at the
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Equalizer Group will be increased from [CONFIDENTIAL] employees to [CONFIDENTIAL] employees by 30 June 2026.

- 16.2. The merged Entity will invest an amount of [CONFIDENTIAL], by 30 June 2025, to expand the operations of the Equalizer Group

17. The Commission accepted the conditions proposed by the merging parties. The conditions are attached hereto as **Annexure A**.

18. The proposed transaction does not raise any other public interest concerns.

Conclusion

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

ANNEXURE A

LEMKEN LANDTECHNIK GMBH

AND

**EQUALIZER HOLDINGS (PTY) LIMITED AND EQUALIZER AG (PTY) LIMITED
("EQUALIZER GROUP")**

CASE NUMBER: 2023JAN0027

CONDITIONS

1. DEFINITIONS

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

- 1.1 **"Approval Date"** means the date the Commission issues a Clearance Certificate (Notice CC15) in terms of the Competition Act;
 - 1.2 **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;
 - 1.3 **"Competition Act"** means the Competition Act 89 of 1998, as amended;
 - 1.4 **"Conditions"** mean these conditions contained in this Annexure A, agreed to by the Merging Parties and the Commission;
 - 1.5 **"Days"** mean business days, being any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
 - 1.6 **"Employee"** has the same meaning as in the LRA;
 - 1.7 **"Equalizer AG"** means Equalizer AG (Pty) Limited;
 - 1.8 **"Equalizer Group"** means Equalizer AG and Equalizer Holdings;
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- 1.9 “**Equalizer Holdings**” means Equalizer Holdings (Pty) Limited;
- 1.10 “**HDI**” means Historically Disadvantaged Individual;
- 1.11 “**Implementation Date**” means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
- 1.12 “**Lemken**” means Lemken Landtechnik GMBH;
- 1.13 “**LRA**” means the Labour Relations Act No. 66 of 1995, as amended;
- 1.14 “**Merged Entity**” means the Equalizer Group subject to the control of Lemken following the Implementation Date;
- 1.15 “**Merger**” means the acquisition of control by Lemken over the Equalizer Group; and
- 1.16 “**Merging parties**” means Lemken and the Equalizer Group.

2. RECORDAL

- 2.1 The merging parties provided a firm statement that the proposed merger will not result in any retrenchments or employment loss.

3. CONDITIONS

- 3.1 Following the Implementation Date, the Merged Entity intends to expand its operations and as a result employment at the Equalizer Group will be increased from [CONFIDENTIAL] employees to [CONFIDENTIAL] employees by 30 June 2026.
- 3.2 The Merged Entity will invest an amount of [CONFIDENTIAL], by 30 June 2025, to expand the operations of the Equalizer Group.
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4. MONITORING OF COMPLIANCE

4.1 The Merged Entity shall inform the Commission of the Implementation Date within 5 (five) Days of its occurrence.

4.2 For a period of 24 (twenty-four) months following the Implementation Date, the Merged Entity shall annually, within 30 (thirty) Days of each anniversary of the Implementation Date, submit to the Commission a report confirming compliance with the Condition as set out in clause 3.1 and the progress in achieving the Condition set out in clause 3.1.

4.3 The Commission may request any additional information from the Merging Parties, which the Commission from time to time may deem necessary for purposes of monitoring the extent of compliance with these Conditions.

5. APPARENT BREACH

An apparent breach by the Merging Parties of any of the Conditions shall be dealt with in terms of Rule 39 of the Rules for the Conduct of Proceedings in the Commission.

6. VARIATION

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

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

COMPETITION COMMISSION**NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****ARB HOLDINGS PROPRIETARY LIMITED
AND
CFS INDUSTRIES PROPRIETARY LIMITED****CASE NUMBER: 2023FEB0006**

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 03 February 2023, the Competition Commission ("Commission") received notice of an intermediate merger wherein ARB Holdings Proprietary Limited ("ARB Holdings") intends to acquire control of the issued ordinary shares and shareholder loans in CFS Industries Proprietary Limited ("CFS Industries"). In addition, ARB Holdings also intends to acquire the business premises ("Business Premises") occupied by CFS Industries as a going concern. On completion of the proposed transaction, ARB Holdings will have sole control of CFS Industries and the Business Premises.
2. The Commission is of the view that the acquisition of CFS Industries and the Business Premises by ARB Holdings constitutes one indivisible transaction as both CFS Industries, and the Business Premises are being acquired from similar shareholders and the economic rationale is aligned as CFS Industries operates from the Business Premises.

Parties to the transaction

3. The primary acquiring firm is ARB Holdings. ARB Holdings is a company incorporated under the laws of South Africa. ARB Holdings and its subsidiaries will collectively be referred to as "the Acquiring Group".
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4. The primary target firm is CFS Industries and the Business Premises. CFS Industries is a company incorporated under the laws of South Africa. CFS Industries is controlled by CFS Holdings Proprietary Limited (CFS Holdings). CFS Industries and its subsidiaries will collectively be referred to as “the Target Group”.
 5. The Commission did not assess the acquisition of the Business Premises further as these are premises from which the Target Group operates, and no third parties operate from these premises.

Activities of the parties

6. The Acquiring Group is a wholesaler of electrical products (mainly power and instrumentation cable, overhead line equipment and general low-voltage products) as well as light fittings, lamps, and related accessories.
7. The Target Group is a value-added cable and networking systems distributor. It provides end-to-end copper and fibre connectivity solutions to data centre and telecommunications projects in the Information and Communications Technology (“ICT”) sector in all major regions in South Africa.

Competition analysis

8. The Commission considered the activities of the merging parties and found that the proposed transaction does not result in any horizontal overlaps. The Acquiring Group operates in the electrical sector whereas the Target Group operates in the ICT sector.
9. This was also confirmed by customers of the Target Group who submitted that the products of the Target Group are very specific to fibre network infrastructure (ICT products) and are not interchangeable with electrical products supplied by the Acquiring Group.
10. Considering the above, the Commission is of the view that the proposed transaction is unlikely to substantially prevent or lessen competition in any market.

Public interest

Employment

11. The merging parties did not provide an unequivocal statement that the merger will not result in any retrenchments. In this regard, the Commission requested the merging parties
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to consider a moratorium of 3 (years) on merger specific retrenchments at the merged entity. The merging parties agreed to a moratorium of three years on merger specific retrenchments. A condition in this regard is attached as **annexure A**.

12. The proposed transaction does not raise any other public interest concern.

Conclusion

13. Considering the above, the Commission approves the proposed transaction subject to conditions attached as annexure A.

ANNEXURE A - CONDITIONS**ARB HOLDINGS PROPRIETARY LIMITED****AND****CFS INDUSTRIES PROPRIETARY LIMITED****CASE NUMBER: 2023FEB0006**

CONDITIONS

1. DEFINITIONS

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

- 1.1. **“Approval Date”** means the date referred to on the Commission’s Merger Clearance Certificate (Form CC 15);
 - 1.2. **“ARB Holdings”** means ARB Holdings Proprietary Limited and its subsidiaries;
 - 1.3. **“CFS Industries”** means CFS industries Proprietary Limited and its subsidiaries;
 - 1.4. **“Commission”** means the Competition Commission of South Africa;
 - 1.5. **“Conditions”** means these conditions;
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- 1.6. **“Days”** means any calendar day which is not a Saturday, Sunday, or official public holiday in South Africa;
- 1.7. **“Employees”** means the employees of ARB Holdings and CFS Industries;
- 1.8. **“Implementation Date”** means the date, occurring after the Approval Date, on which the last condition precedent to the transaction agreements are fulfilled or waived, as the case may be;
- 1.9. **“Labour Relations Act”** means the Labour Relations Act, No. 66 of 1995 (as amended);
- 1.10. **“Merger”** means the acquisition of control by ARB Holdings of CFS Industries;
- 1.11. **“Merging Parties”** means ARB Holdings and CFS Industries;

2. EMPLOYMENT

- 2.1. The Merging Parties shall not retrench any of Employees as a result of the Merger for a period of 36 months from the Approval Date of the Merger.
- 2.2. For the sake of clarity, retrenchments do not include (i) voluntary separation arrangements; (ii) voluntary early retirement packages; (iii) unreasonable refusals to be redeployed in accordance with the provisions of the Labour Relations Act; (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.
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3. MONITORING OF COMPLIANCE WITH THE CONDITION

- 3.1. The Merging Parties shall circulate a copy of the Conditions to all employees and/or their respective representatives within 5 (five) Days of the Approval Date.
- 3.2. 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.
- 3.3. The Merging Parties shall inform the Commission of the Implementation Date within 5 (five) Days of its occurrence.
- 3.4. The Merging Parties shall, for a period of 36 months from the Approval Date, submit a report on each anniversary of the Approval Date, detailing its compliance with clauses 2 of the Conditions.
- 3.5. Any person who believes that the Merging Parties have failed to comply with clauses 2 of the Conditions may approach the Commission with his/her complaint.

4. APPARENT BREACH

- 4.1. An apparent breach by the Merging Parties of any of the Conditions shall be dealt with in terms of Rule 39 of the Rules for the Conduct of Proceedings in the Commission.
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5. VARIATION OF THE CONDITION

- 5.1. The Merging Parties shall be entitled, upon good cause shown, to apply to the Commission for the waiver, relaxation, modification and/or substitution of one or more of the Conditions.

6. GENERAL

1. All correspondence in relation to these Conditions shall be submitted to the following email address: mergerconditions@compcom.co.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

COMPETITION COMMISSION**NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****NIMBLE CREDIT FUND 1 (PTY) LTD****AND****MCG INDUSTRIES (PTY) LTD****CASE NUMBER 2023FEB0019**

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:

2. On 10 February 2023, the Competition Commission ("Commission") received notice of an intermediate merger wherein Nimble Credit Fund 1 (Pty) Ltd ("NCF1") intends to acquire the entire issued share capital of MCG Industries (Pty) Ltd ("MCG"), including the ceded security as defined in the Sale of Shares Agreement. Post-merger, NCF1 will have sole control over MCG. MCG is currently in business rescue.
 3. The primary acquiring firm is NCF1, a private company incorporated in accordance with the laws of South Africa. NCF1 is wholly owned by Nimble Group (Pty) Ltd ("Nimble"). Nimble is in turn controlled by Firefly Capital (Pty) Ltd ("Firefly") [Confidential].
 4. Firefly also controls Brickfield Group (Pty) Ltd [Confidential]. NCF1, its subsidiaries and all the firms directly and indirectly controlling it, will hereinafter be collectively referred to as the "Acquiring Group".
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5. The Acquiring Group does not have any shareholding by historically disadvantaged persons (“HDPs”).
 6. The Acquiring Group provides solutions to the credit industry in both the consumer and corporate markets. The Acquiring Group has developed its operations in the non-performing loan segment of the market. It focusses on four functional areas, namely, (i) Contingent debt collections; (ii) Business process outsourcing; (iii) Debt purchasing; and (iv) Fund management activities.
 7. The Acquiring Group, through NCF1, provides structured capital solutions to distressed corporates and assists lenders to: (i) manage their balance sheet exposures; (ii) improve disclosure requirements in order to evaluate liquidity risk arising from financial instruments and improve capital position; (iii) reduce volatility in reported income statement effects; (iv) improve outcomes in capital models; and (v) limit the significant investment in time and resources allocated to distressed situations.
 8. The primary target firm is MCG, a private company incorporated in accordance with the laws of South Africa. MCG is jointly controlled by Sasfin Private Equity Investments Holdings (Pty) Ltd (“Sasfin”) and Zungu Investments Company (Pty) Ltd (“Zungu Investments”).
 9. MCG controls the following firms in South Africa, all of which are currently dormant: (i) MCG Flexibles (Pty) Ltd; (ii) MCG Rigids Plastics (Pty) Ltd; (iii) MCG Rigids coastal (Pty) Ltd; (iv) MCG Rigids Solutions (Pty) Ltd; and (v) Main Street 1418 (Pty) Ltd.
 10. MCG and all its subsidiaries will hereinafter be referred to as the “Target Group”.
 11. The Target Group has shareholding by HDPs of [confidential].
 12. Prior to being placed under business rescue, the Target Group manufactured and supplied flexible packaging as well as injection moulding. However, due to years of financial difficulties, the Target Group has since closed its flexible packaging business and sold off the assets and currently only operates its injection moulds (“Rigids Business”). The Target Group’s Rigids Business entails the manufacture and supply of various kinds of injection
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moulded crates and containers, including containers for the packaging, storage and distribution of various fast-moving consumer goods.

Relationship between the parties/ products (horizontal / vertical)

13. The Commission considered the activities of the merging parties and found that the proposed transaction does not give rise to a horizontal overlap.
14. In addition, the proposed transaction does not result in any vertical relationship between the activities of the merging parties.
15. Given the above, the Commission is of the view that the proposed merger is unlikely to substantially prevent or lessen competition in any market.

Public Interest

Employment

16. The merging parties submitted that the proposed transaction will not have a negative impact on employment. On the contrary, the merger parties indicated that if the proposed transaction does not go ahead, MCG will likely be placed in liquidation, ultimately resulting in the closure of the MCG and the loss of 119 jobs.
17. However, the merging parties indicated that because of the Target Group's precarious financial situation, the business rescue practitioner engaged in pre-merger retrenchments which resulted in a total of 33 employees ("Affected Employees") being retrenched for operational reasons. The Commission also notes that the business rescue plan contemplates further retrenchments of approximately 43 employees.
18. Considering the above, the merging parties agreed to a condition that they will not conduct any merger related retrenchments for a period of 24 months from the implementation date, including the period between Approval Date and Implementation date. In addition, the parties agreed that for a period of 36 (thirty-six) months from the approval date, the merging parties shall offer any Affected Employees preferential consideration for re-
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employment should vacant positions become available at the Target Firm, provided their skills are suitable for the relevant positions. The conditions are attached as “**Annexure A**”.

19. The Commission accepted the condition proposed by the merging parties to safeguard employment.

Effect 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

20. The merging parties submit that the Acquiring Group does not have any shareholding by HDPs. The Target Group has shareholding by HDPs.

21. Thus, the proposed merger results in a dilution of shareholding by HDPs of [confidential] percentage points. To remedy the dilution, the merging parties agreed to a condition that they will implement an HDP transaction in the Target Group within 24 months following the approval of the proposed transaction. The merging parties indicated that the HDP shareholdings will hold the same voting rights and economic interests as NCF1 in the Target Group. The conditions are attached here to as “**Annexure A**”.

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

Conclusion

23. The Commission approved the proposed transaction with conditions.

ANNEXURE A**NIMBLE CREDIT FUND 1 (PTY) LTD ("NCF1")****AND****MCG INDUSTRIES (PTY) LTD ("MCG") (IN BUSINESS RESCUE)****CASE NUMBER: 2023FEB0019**

CONDITIONS

1 DEFINITIONS

- 1.1 The following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings, namely:
- 1.1.1 **"Acquiring Firm"** means NCF 1;
- 1.1.2 **"Affected Employees"** means the 33 employees that were impacted by the headcount reduction instituted by the business rescue practitioners of MCG for operational reasons following MCG's financial distress and the company going into business rescue in March 2022.
- 1.1.3 **"Approval Date"** means the date referred to on the Commission's merger Clearance Certificate (Notice CC15) in terms of the Competition Act;
- 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 **"Commission Rules"** means the Rules for the Conduct of Proceedings in the Commission;
- 1.1.6 **"Competition Act"** means the Competition Act, No. 89 of 1998, as amended;
- 1.1.7 **"Conditions"** means these conditions contained in this Annexure A, agreed to by the Merging Parties and the Commission;
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- 1.1.8** **"Days"** mean business days, being any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
- 1.1.9** **"HDP/s"** a historically disadvantaged person as contemplated in the Competition Act;
- 1.1.10** **"HDP Transaction"** means the Acquiring firm's commitment to introduce an HDP shareholder / HDP shareholders as contemplated in section 3(2) of the Act, that will hold not less than [confidential] of the issued share capital of the Target Firm.
- 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** **"Merger"** means the acquisition of sole control of the Target Firm by the Acquiring Firm, which constitutes an intermediate merger;
- 1.1.14** **"Merging Parties"** means the Acquiring Firm and the Target Firm;
- 1.1.15** **"Target Firm"** means MCG; and
- 1.1.16** **"Tribunal"** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act.

2 HDP TRANSACTION

- 2.1** Within 24 months from the Approval Date, the Merging Parties will implement an HDP transaction in terms of which an HDP, as contemplated in the Act, will acquire [confidential] of the shareholding in Target firm, and its shares will hold all of the same voting rights and economic interests as attached to the shareholding of the Acquiring Firm.
- 2.2** Prior to the implementation of the HDP Transaction, the Acquiring Firm will provide the Commission with details of the HDP Transaction in writing. These details shall include, but not be limited to-
- 2.2.1** the structure of the HDP Transaction;
- 2.2.2** the name of the HDP shareholder/s; and
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2.2.3 confirmation of whether the HDP Transaction constitutes a merger for the purposes of the Act;

2.3 For the avoidance of doubt, the information in clause 2.2 above, will be provided to the Commission to enable the Commission to assess the Acquiring Firm's compliance with the Conditions.

2.4 To the extent that the HDP Transaction 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 Employment

3.1 The Merging Parties undertake that they will not conduct any merger related retrenchments for a period of 24 months from the implementation date, including the period between Approval Date and Implementation Date.

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; and (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 or a fixed-term third party contract employee or contract with a third party.

3.3 Further, for a period of 36 (thirty-six) months from the Approval Date, the Merging Parties shall offer any Affected Employees preferential consideration for re-employment should vacant position become available at the Target Firm, provided their skills are suitable for the relevant positions.

4 Monitoring compliance with the Conditions

- 4.1 The Acquiring Firm shall inform the Commission of the Implementation Date within 5 (five) Days of it becoming effective.
- 4.2 The Target Firm shall circulate a copy of the Conditions (excluding clause 2 in its entirety) to all its employees in South Africa and their relevant trade unions or employee representatives within 5 (five) Days of the Approval Date.
- 4.3 As proof of compliance thereof, a director of the Target Firm shall within 10 (ten) Days of circulating the Conditions, submit an affidavit attesting to the circulation of the Conditions to its employees in South Africa and provide a copy of the notice that was sent to the employees.
- 4.4 The Target Firm shall, on each anniversary of the Approval Date for a period of 3 (three) years, submit a report confirming compliance with these conditions.
- 4.5 Each report submitted in terms of paragraph 4.4 shall be accompanied by an affidavit by a director of the Target Firm 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 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.

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.

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.
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7 General

- 7.1 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 the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

COMPETITION COMMISSION**NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****K2022444743 SOUTH AFRICA (PTY) LTD (TO BE RENAMED CRANE CPT (PTY) LTD)****AND****STONEHILL PROPERTY FUND (PTY) LTD****CASE NUMBER 2023FEB0047**

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 27 February 2023, the Competition Commission ("the Commission") received notice of an intermediate merger whereby K2022444743 South Africa (Pty) Ltd (to be renamed Crane CPT (Pty) Ltd) ("Crane CPT") intends to acquire control over Stonehill Property Fund (Pty) Ltd ("Stonehill"). Following the completion of the proposed transaction, Crane CPT will exercise control over Stonehill.

The parties and their activities

2. The primary acquiring firm is Crane CPT, a company incorporated in accordance with the laws of South Africa. Crane CPT does not directly or indirectly control any firm. Kasada Hospitality Fund controls various South African firms including Cape Grace Hotel (Pty) Ltd ("Cape Grace").
 3. The Acquiring Group, Crane CPT, has been incorporated for the purpose of the proposed transaction. Therefore, Crane CPT does not own any assets, it does not generate any income and does not sell any products or provide any services. Of relevance to the proposed transaction, is the Cape Grace Hotel. The Acquiring Group
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owns the Cape Grace Hotel, and it is situated at Victoria & Alfred Waterfront in Cape Town. The Cape Grace Hotel is a 120-room, 5-star luxury hotel which provides hotel accommodation as well as ancillary services such as fine dining, conference and spa facilities.

4. The primary target firm is Stonehill Property Fund (Pty) Ltd ("Stonehill"), a company incorporated in accordance with the laws of South Africa. Stonehill is jointly controlled by James Harrison Rai Trust ("James Rai Trust") (49%) and KSK Trust ("KSK Trust") (51%). Stonehill wholly owns Radisson Blu Hotel & Residence ("Target Hotel"). James Rai Trust and KSK Trust will henceforth be referred to as the "Sellers".
5. The primary business activity of Stonehill is the ownership of the Target Hotel, a 214-room, 4-star Hotel located at 22 Riebeek Street within the central business district of Cape Town.

Competition assessment

6. The Commission considered the activities of the merging parties and found that the proposed transaction results in a horizontal overlap in the broad market for the provision of short-term hotel accommodation, as both the merging parties own hotels that are located in Cape Town. However, they each have a different hotel grading (or star-rating), and as such they are not close competitors as they do not typically target the same customers. The Cape Grace Hotel is a 5-star hotel, and the target is a 4-star hotel.
 7. Notwithstanding, the Commission considered the impact of the proposed transaction in the broad market for 4-star and 5-star hotels in Cape Town. There would be no overlap arising if the narrow star ratings are considered. The Commission found that the merged entity will have an estimated market share that is relatively low based on the number of rooms in the broad market for 4-star and 5-star hotels in Cape Town in 2022, post-merger, which suggests that they will remain a small player in the respective market. The Commission notes from the merging parties' submissions that the Target Hotel will continue to be operated as a 4-star hotel and the Cape Grace Hotel will continue to be operated as a 5-star hotel.
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8. 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

9. The merging parties submit that the proposed merger will not result in any retrenchments or job losses and, as such, will not have any adverse effects on employment. The proposed merger is likely to increase temporary job opportunities during its post-merger refurbishment. Furthermore, the Commission found that there were retrenchments that took place in the Target Hotel, which were due to operational reasons. The Commission found that this was due to financial difficulties resulting from the Covid-19 pandemic. The Commission notes that the Target Hotel followed the necessary retrenchment procedure. The Commission did not find any evidence suggesting that the retrenchments may be merger specific.
10. The Commission notes that the merging parties provided an unequivocal statement that the proposed transaction will not result in any retrenchments. The employees of the Acquiring Group are represented by employee representatives. The Commission engaged the relevant employee representatives who confirmed there are no concerns with the proposed transaction.
11. The employees of Target Hotel are represented by the Southern African Clothing and Textile Workers' Union ("SACTWU"). SACTWU submitted that the employees raised concerns regarding the following (i) how the Target Hotel employees' transfer to the Acquiring Group will be handled, (ii) requiring an unequivocal and explicit commitment that no job losses and there will not be any downward variation of their members' conditions of work, (iii) the ability and skills of Crane CPT to manage and operate the Target Hotel post-merger, and (iv) whether the merging parties have identified any potential opportunities for worker ownership, profit sharing or any other employee empowerment scheme for workers.
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12. The Commission informed the merging parties of the concerns raised by SACTWU and requested that they engaged with SACTWU directly. SACTWU informed the Commission that the merging parties addressed all their concerns, and they have no further concerns.

The promotion of a greater spread of ownership by HDPs and workers

13. The Commission found that the Acquiring Group does not have any Historically Disadvantaged Persons ("HDPs") as shareholders pre-merger, while shares in Stonehill are held by HDP shareholders. Therefore, there will be a dilution in HDP shareholding in the merged entity. The Commission thus requested that the merging parties consider introducing an HDP shareholder and/or creating an Employee Share Ownership Plan ("ESOP") in accordance with section 12A(3)(e) of the Competition Act, No. 89 of 1998 ("Competition Act").
14. The Commission requested the merging parties to introduce an HDP shareholder as a way to alleviate the impact of merger on HDP shareholding. In response, the merging parties submitted that they are willing to introduce an HDP shareholder for **[CONFIDENTIAL]** % within 18 to 24 months after completion of a proposed capex programme, which will be completed within 18 to 24 months after the implementation date, as a form of remedying the dilution resulting from the proposed transaction. The Commission accepted the merging parties' HDP transaction proposal as a remedy to the approval of the merger. Further, the Commission and the merging parties agreed that the proposed capex program would also be a condition of the merger.
15. The proposed transaction does not raise any other public interest concerns.

Conclusion

16. The Commission approves the proposed transaction with conditions attached in **"Annexure A"**.

ANNEXURE A

K2022444743 SOUTH AFRICA (PTY) LTD (TO BE RENAMED CRANE CPT (PTY) LTD)
AND
STONEHILL PROPERTY FUND (PTY) LTD
CASE NUMBER 2023FEB0047

1. DEFINITIONS

1.1. The following expressions shall bear the meaning assigned to them below and cognate expressions bear a corresponding meaning -

- 1.1.1. **“Acquiring Firm”** means K2022444743 (South Africa) Proprietary Limited, to be renamed Crane CPT Proprietary Limited;
 - 1.1.2. **“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);
 - 1.1.3. **“B-BBEE”** means Broad Based Black Economic Empowerment as defined in the B-BBEE Act;
 - 1.1.4. **“B-BBEE Act”** means the Broad-Based Black Economic Empowerment Act, 53 of 2003, as amended, and the Codes of Good Practice 2013, as amended;
 - 1.1.5. **“Capex Programme”** means the capital expenditure and refurbishment programme to be implemented by the Acquiring Firm in order to improve the standards at the Hotel and to reconfigure certain aspects of the Target Hotel.
 - 1.1.6. **“Capex Programme Period”** means the period in which the Capex Programme is likely to be completed, which is within 18 to 24 months after the Implementation Date;
 - 1.1.7. **“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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- 1.1.8. **"Commission Rules"** means the Rules for the Conduct of Proceedings in the Commission;
- 1.1.9. **"Competition Act"** means the Competition Act 89 of 1998, as amended;
- 1.1.10. **"Conditions"** means these conditions, and "Condition" means, as the context requires, any one of them;
- 1.1.11. **"Crane CPT"** means K2022444743 (South Africa) Proprietary Limited, to be renamed Crane CPT Proprietary Limited;
- 1.1.12. **"Days"** means any calendar day other than a Saturday, a Sunday or an official public holiday in South Africa;
- 1.1.13. **"HDPs"** means a Historically Disadvantaged Person/s as defined in section 3(2) of the Competition Act;
- 1.1.14. **"HDP shareholder(s)"** means an HDP to be identified by the Acquiring Firm to acquire shares in the Target Firm.
- 1.1.15. **"HDP Transaction"** means a transaction in terms of which an HDP shareholder(s) will acquire **[CONFIDENTIAL]** % of the issued shares in the Target Firm.
- 1.1.16. **"Implementation Date"** means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
- 1.1.17. **"Merged Entities"** means the Target Firm subject to control of the Acquiring Firm following the Implementation Date;
- 1.1.18. **"Merging Parties"** means the Acquiring Firm and the Target Firms;
- 1.1.19. **"Merger"** means the acquisition of control over Stonehill by Crane CPT;
- 1.1.20. **"South Africa"** means the Republic of South Africa;
- 1.1.21. **"Stonehill"** means Stonehill Property Fund Proprietary Limited;
- 1.1.22. **"Target Firm"** means Stonehill.
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1.1.23. **"Target Hotel"** means the Radisson Blu Hotel and Residence;

2. CONDITIONS

2.1. Capex Programme

2.1.1. The Acquiring Firm undertakes to implement the Capex Programme in relation to the Target Hotel on the following basis –

2.1.1.1. The Acquiring Firm will make a cumulative financial investment in the Target Hotel within a period of 18 to 24 months after the Implementation Date.

2.2. Employment and skills development

2.2.1. The Acquiring Firm will employ an additional number of HDP employees at the Target Hotel within a period of 36 months after the Implementation Date.

2.2.2. For the period of 24 months after the Implementation Date, the Acquiring Firm will provide internal and external training for employees of the Target Hotel who are HDPs on the following basis:

2.2.2.1. provide access to global training platforms and programmes, which specifically look to promote capacity building and skills transfer; and

2.2.2.2. each employee will receive training during the first specified months period after the Implementation Date and training every quarter thereafter.

2.3. Local Procurement

2.3.1. The Acquiring Firm will allocate a specified amount to be used for the Capex Programme on local procurement from HDP suppliers over a period of 24 months after the Implementation Date.

3. B-BBEE SHAREHOLDING

- 3.1. The Merged Entity shall, within 18 to 24 months after the Capex Programme, implement the HDP Transaction. In this regard, the Acquiring Firm will, in its sole discretion, determine prospective HDP shareholder(s) that will participate in the HDP Transaction as well as the proportion of shares that will be allotted to each HDP shareholder(s).

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 Merged Entity shall, annually following the completion of the Capex Programme until the HDP Transaction is implemented, provide to the Commission a report detailing the steps taken to introduce the HDP shareholder(s) and the progress made in that regard. This report shall be accompanied by an affidavit attested to by a senior official of the Merged Entity, confirming the accuracy of the report.
- 4.3. Prior to the implementation of the HDP Transaction, the Merged Entity will provide the Commission with details of the HDP Transaction in writing. These details shall include, but not be limited to (i) the identity of the HDP shareholder(s), (ii) evidence that the HDP shareholder(s) are HDPs, (iii) the proportion of shareholding in the Target Firm that the HDP shareholder(s) will acquire and (iv) confirmation of whether the HDP Transaction constitutes a merger in terms of the Act.
- 4.4. Within 60 (sixty) Days of receipt of the details of the HDP Transaction, the Commission shall review and provide the Merging Parties' representatives with any comments or queries in relation to the HDP Transaction in writing.
- 4.5. For avoidance of doubt, the HDP Transaction may not be implemented without the prior written approval of the Commission, which approval shall not be unreasonably withheld or delayed.
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- 4.6. To the extent that the HDP Transaction constitutes a merger as defined in the Act, and the thresholds for mandatory notification are met, the HDP Transaction can only be implemented after it has been notified to the Commission as a merger in the prescribed manner and form and approved by the Commission with or without conditions.
- 4.7. Any person including 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.
- 4.8. The Commission may request any additional information from the Merging Parties, which the Commission from time to time may deem necessary for purposes of monitoring the extent of compliance with these Conditions.

5. APPARENT BREACH

- 5.1. In the event of 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.

6. VARIATION

- 6.1. 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.

7. GENERAL

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

COMPETITION COMMISSION**NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****NJR STEEL HOLDINGS (PTY) LTD****AND****STAALBEER (PTY) LTD; SUBITRIX INVESTMENTS (PTY) LTD; UNIVERSAL PULSE TRADING 103 (PTY) LTD; CIVIFORCE (PTY) LTD; PORTIPIX (PTY) LTD; MARULELONG TRUSSES (PTY) LTD; AND COPPER SUNSET TRADING 153 (PTY) LTD****CASE NUMBER: 2023JAN0014**

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 9 January 2023, the Competition Commission ("the Commission") received notice of an intermediate merger wherein NJR Steel Holdings (Pty) Ltd ("NJR") intends to acquire the assets and liabilities of the following businesses, as a going concern:
 - 1.1. Subitrix Investments (Pty) Ltd;
 - 1.2. Universal Pulse Trading 103 (Pty) Ltd;
 - 1.3. Staalbeer (Pty) Ltd;
 - 1.4. Civiforce (Pty) Ltd; and
 - 1.5. Portipix (Pty) Ltd.
 2. In addition, NJR will purchase the entire issued share capital of the following entities:
 - 2.1. Marulelong Trusses (Pty) Ltd; and
 - 2.2. Copper Sunset Trading 153 (Pty) Ltd.
 3. After the implementation of the proposed transaction, the Acquiring Group will have sole control over the Target Firms.
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Parties to the transaction

4. The primary acquiring firm is NJR, a private company registered in accordance with the laws of the Republic of South Africa. NJR directly or indirectly controls a number of entities in South Africa. NJR, all the firms controlled by it and all the firms that control it are hereafter collectively referred to as the “Acquiring Group”.
5. The primary target firms include the following:
 - 5.1. Staalbeer (Pty) Ltd;
 - 5.2. Subitrix Investments (Pty) Ltd;
 - 5.3. Universal Pulse Trading 103 (Pty) Ltd;
 - 5.4. Civiforce (Pty) Ltd;
 - 5.5. Portipix (Pty) Ltd;
 - 5.6. Marulelong Trusses (Pty) Ltd; and
 - 5.7. Copper Sunset Trading 153 (Pty) Ltd.
6. All the target firms are controlled by common shareholders who are (i) Johan Roos Familie Trust IT 3112/02; (ii) LC Kleinhans Familie Trust IT 9292/02 and (iii) Johan Roos Beleggings Trust IT 4666/08.
7. None of the primary target firms have any subsidiaries. All the target firms are hereafter collectively referred to as the “Target Group” or the “Staalbeer Group”.

Relationship between the merging parties

8. The proposed transaction presents both a horizontal and vertical overlap. In terms of the horizontal overlap, the merging parties are both active in the following:
 - 8.1. steel merchanting – distribution and retail of steel products;
 - 8.2. manufacturing of palisade fencing panels; and
 - 8.3. value-added services.
 9. Although there is a horizontal overlap in the parties’ activities in relation to the provision of value-added services, the Commission notes that the merging parties’ value-added services are not substitutable from a demand-side perspective. Specifically, both the Acquiring Group and the Target Group offer value-added services strictly to their own customers at their respective retail outlets. The customers who purchase steel products from Staalbeer (or NJR) are unlikely to be able to purchase value-added services for
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those products from NJR (or Staalbeer). As such, the Commission is of the view that the merging parties are unlikely to constrain each other in terms of these value-added services and will not assess the provision of value-added services further.

10. In terms of the vertical overlap, the Commission notes that the Acquiring Group and the Target Group procure steel and related products from each other. However, both the Acquiring Group and the Target Group are merchants who primarily purchase their steel products from steel manufacturers rather than from other steel merchants. Steel merchants do not primarily rely on other steel merchants for steel supply such that steel merchants may be regarded to pose a competitive constraint on steel manufacturers. Rather, steel merchants may occasionally purchase steel from other merchants on an *ad hoc* basis.
11. The proportion of NJR's total steel supplies attributable to Staalbeer are below [CONFIDENTIAL]. On the other hand, the proportion of Staalbeer's total steel supplies attributable to NJR range between [CONFIDENTIAL] and [CONFIDENTIAL]. The purchases between the Acquiring Group and the Target Group are thus *ad hoc* commercial transactions rather than a sustained vertical overlap as they are primarily on the same level of the value chain. Therefore, the vertical overlap will not be assessed further.
12. The Commission assessed the competitive effects of the proposed transaction in the following markets:
 - 12.1. steel merchanting – distribution and retail of steel products; and
 - 12.2. manufacturing of palisade fencing panels.

Competition analysis

The national market for steel merchanting

13. The Commission was unable to obtain data to independently assess market shares for steel merchants. The reports that the Commission could find were related to total steel production including by steel manufacturers and not steel merchants only. Notably, the industry reports suggest that South Africa imported about 36% of its annual 8.5 million tonnes steel requirements in 2021. The Commission notes that the merging parties' combined market share would be less than [CONFIDENTIAL] based on the value of the
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total steel produced in South Africa of R89.1 billion in 2021, with an accretion of less than [CONFIDENTIAL].

14. A competitor to the merging parties submitted that the market for steel merchants is very competitive and is characterized by low barriers to entry. Further, customers can negotiate prices, thus showing that customers have some bargaining power against suppliers in this market.
15. Considering the above, the Commission is of the view that the proposed transaction is unlikely to result in the substantial lessening of competition in the national market for steel merchants.

The national market for the manufacturing of palisade fencing panels

16. The merged entity is likely to have approximately [CONFIDENTIAL] market share, post-merger. The Commission notes that the merged entity will continue to face competition from several players active in this relevant market.
17. A competitor to the merging parties submitted that this market is very competitive and there are very low barriers to entry. The minimum capital requirement ranges from R50 000 to R100 000 and there is easy access to raw materials. It was also submitted that due the intensity of competition in the market, customers have countervailing power over suppliers.
18. Considering the above, the Commission is of the view that the proposed transaction is unlikely to result in the substantial lessening of competition in any of the affected markets.

Public interest analysis

Effect on employment

19. The merging parties submitted that the proposed transaction will not result in any retrenchments.
 20. The employees of the Acquiring Group are represented by several trade unions including (i) National Union of Metalworkers of South Africa (NUMSA); (ii) The Metal and Electrical Workers' Union of South Africa (MEWUSA); (iii) South African Equity Workers Association (SAEWA); (iv) African Meat Industry & Allied Trade Union (AMITU); (v)
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United Association of South Africa (UASA); and (vi) Association of Mineworkers and Construction Union (AMCU). Of these trade unions, only AMCU responded to the Commission's correspondence.

21. The Commission notes that NJR has offered a commitment to preserve the employment of all the employees in the Potchefstroom, Vereeniging and Bothaville outlets for a period of 24 months (total headcount – 220), after the implementation of the proposed transaction. NJR estimates that the preservation of these jobs will cost approximately [CONFIDENTIAL] over 24 months, the full cost that NJR anticipates it will have to absorb should the industry underperform. Importantly, absent the merger, the target employees could be retrenched for operational reasons in the event of a steel industry downturn, therefore the proposed condition on employment seeks to preserve the 220 jobs even in the event of a downturn, a better outcome for the target employees than if the merger did not take place.
22. The Commission accepts the 2-year moratorium period as offered, and a condition that there will be no involuntary retrenchments for a period of 2 years post-merger.

Effect on a particular industrial sector or region

23. The proposed transaction is likely to have a positive effect in Potchefstroom, Vereeniging and Bothaville. NJR has committed that the three Staalbeer outlets will collectively undertake to spend at least [CONFIDENTIAL] per year for 2 years following implementation of the Proposed Transaction on enterprise development in the aforesaid areas. This commitment has been converted into a condition.

Impact on the ability of SMMEs to enter into, participate in or expand in the market

24. The Commission notes that the proposed transaction is likely to result in increased participation and expansion of SMMEs. More specifically, NJR has committed that the Staalbeer outlets will undertake to source products from SMMEs and HDP suppliers to the value of at least [CONFIDENTIAL] per year over the 24 months following the implementation of the proposed transaction, to the extent that this is reasonable and practical in the prevailing economic circumstances.

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

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25. There are no direct HDP shareholdings in either the Primary Acquiring Firm or the Target Group. However, the merging parties submit that the proposed transaction will have a positive impact on the promotion of a greater spread of ownership because of the increased level of participation by HDPs. In this regard, the merging parties submit that the Target Group will be owned and controlled by NJR, whose subsidiaries have been rated in terms of the relevant empowerment legislation.

Submissions from the Department of Trade, Industry and Competition (DTIC)

26. The DTIC requested to the Commission to engage with the merger parties with a view to institute the following commitments/conditions to the merger –
- 26.1. The acquiring firm to implement an employee share ownership programme (ESOP) of at least five per cent in the target firm/merged entity, for the benefit of transferring workers of the target business; and
- 26.2. The acquiring firm to implement further specific initiatives to promote B-BBEE in the target firm / merged entity, post implementation of the merger.

Merging parties' response

27. The merging parties submitted that they were unable to establish an ESOP, at least in the context of the proposed transaction, because of the following reasons:
- 27.1. The implementation of an ESOP will impose an additional financial commitment on NJR which will fundamentally alter the economics of the proposed transaction, especially given that it is acquiring the target businesses at [CONFIDENTIAL] in order to finance this proposed transaction.
- 27.2. The short to medium term outlook for the South African Metals & Engineering ("M&E") sector is bleak, in particular, because of the fact that all of the sectors to which the M&E Sector supplies domestically (construction, automotive, mining and petrochemicals) have indicated that they face difficult years ahead;
- 27.3. The Steel and Engineering Industries Federation of SA (SEIFSA) expects production in the South African M&E sector as a whole to contract by 2.2 % in 2023. The best-case scenario estimates a contraction of 1.5% for the sector;
- 27.4. As the South African M&E sector has contracted, the margins of steel merchant businesses like NJR and Staalbeer have reduced, whilst costs (particularly
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electricity and diesel required for generators during the ongoing and worsening power cuts) have increased substantially; and

27.5. The real gross domestic fixed investment in the sector as a whole declined by 9.2% in 2022, thus reflecting an unattractive investment environment.

28. The merging parties nevertheless tendered the following conditions, further details of which are enclosed in Annexure A:

28.1. the merging parties will not effect any merger specific retrenchments;

28.2. the merging parties will not effect any involuntary retrenchments in terms of section 189 of the Labour Relations Act for a period of at least 2 (two) years;

28.3. The Staalbeer outlets shall source products from SMMEs and/or HDP suppliers to the value of at least [CONFIDENTIAL] per annum for 2 (two) years; and

28.4. The Staalbeer outlets shall spend at least [CONFIDENTIAL] per year for 2 (two) years on enterprise development.

Commission's view

29. The Commission takes the view that the empowerment ratings of subsidiaries within the NJR group do not qualify as increasing the HDP credentials of the Target Group. Further, the Commission notes the parties' reasons for the failure to implement an HDP and/or an ESOP which largely relate to challenges within the steel sector more broadly. The Commission does not accept such reasons as sufficient to dispel the merging parties' obligation to increase a greater spread of ownership by HDPs and workers. Nevertheless, in the circumstances of the case, the Commission considered whether the commitments may constitute equally weighty countervailing public interest benefits in light of this failure to promote a greater spread of ownership. The DTIC has also accepted the conditions.

30. Excluding the preservation of the 220 jobs which will cost approximately [CONFIDENTIAL] over two years, the commitments tendered by the merging parties' amount to [CONFIDENTIAL] over a 2-year period. Importantly, the [CONFIDENTIAL] over 2 years will be spent towards HDP suppliers, as contemplated in the Act, as well as a fund of [CONFIDENTIAL] over 2 years that will be directed towards enterprise development programs in the Vereeniging, Bothaville and Potchefstroom areas.

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31. Considering the transaction in totality, the Commission is of the view that the transaction can be justified on the conditions proposed.

Conclusion

32. The Commission approves the proposed merger with conditions in **Annexure A**.

ANNEXURE A

**NJR STEEL PROPRIETARY LIMITED
AND**

STAALBEER PROPRIETARY LIMITED**CASE NUMBER: 2023JAN0014**

1. DEFINITIONS

In this document, the expressions used below will have the appropriate meanings assigned to them and the following and related expressions will bear the following meanings:

- 1.1 **"B-BBEE"** means broad-based black economic empowerment as defined in the B-BEE Act;
 - 1.2 **"B-BBEE Act"** means the Broad- Based Black Economic Empowerment Act, 53 of 2003, as amended;
 - 1.3 **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;
 - 1.4 **"Competition Act"** means the Competition Act, No. 89 of 1998;
 - 1.5 **"Conditions"** means the conditions set out herein;
 - 1.6 **"Days"** means business days, being any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
 - 1.7 **"HDP"** means a historically disadvantaged person as defined in sections 3(2) of the Competition Act;
 - 1.8 **"Implementation Date"** means the date on which the Merger is implemented;
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- 1.9 **"HDP Suppliers"** means suppliers that are owned and controlled by historically disadvantaged person/s as contemplated in the Competition Act;
- 1.10 **"Labour Relations Act"** means the Labour Relations Act, No. 66 of 1995;
- 1.11 **"Merged Entity"** means Staalbeer subject to control of NJR following the implementation of the Merger;
- 1.12 **"Merger"** means the proposed transaction between the Merging Parties, and which constitutes an intermediate merger;
- 1.13 **"Merging Parties"** means NJR and Staalbeer;
- 1.14 **"NJR"** means NJR Proprietary Limited or its nominee (the acquiring firm);
- 1.15 **"SME"** means a small business or a medium-sized business, as defined in the Act;
- 1.16 **"Staalbeer"** means the steel merchant and other related business conducted by Subitrix Investments (Pty) Ltd, Universal Pulse Trading 103 (Pty) Ltd, Staalbeer (Pty) Ltd, Civiforce (Pty) Ltd and Poritipix (Pty) Ltd together with 100% of the shares in Marulelong Trussess (Pty) Ltd and Copper Sunset Trading (Pty) Ltd;
- 1.17 **"Staalbeer outlets"** means the retail outlets operated by Staalbeer in Vereeniging, Potchefstroom and Bothaville;
- 1.18 **"South Africa"** means the Republic of South Africa;
- 1.19 **"Tribunal"** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act; and

2. EMPLOYMENT CONDITION

- 2.1 The Merged Entity shall not retrench any employees as a result of the Merger for a period of 2 (two) years from the Implementation Date as well as between the Approval Date and the Implementation Date.
- 2.2 In addition, the Merging Parties have voluntarily undertaken not to effect any involuntary retrenchments in terms of section 189 of the Labour Relations Act for a period of at least 2 (two) years following the Implementation Date as well as between the Approval Date and the Implementation Date.
- 2.3 For two years following the Implementation Date, as well as between the Approval Date and the Implementation Date, the Merging Parties shall maintain at least 220 jobs (in aggregate) in the Staalbeer outlets.

3. CONDITIONS TO ADDRESS B-BBEE PROCUREMENT AND ENTERPRISE DEVELOPMENT

- 3.1 The Staalbeer outlets shall source steel and steel-related products from HDP suppliers to the value of at least [CONFIDENTIAL] per year for a period of 2 (two) years following the Implementation Date.
- 3.2 The Staalbeer outlets shall spend at least [CONFIDENTIAL] per year for 2 (two) years following the Implementation Date on enterprise development, as defined in the B-BBEE Act, in Potchefstroom, Vereeniging and Bothaville.

4. B-BBEE CONDITIONS

- 4.1 For so long as NJR is entitled to do so, it shall appoint at least one HDP as a director on the board of directors of each company which operates the Staalbeer outlets after the Implementation Date.
- 4.2 NJR shall ensure that within 6 (six) months following the Implementation Date, each company which operates the Staalbeer outlets is independently rated and verified as contemplated in the B-BBEE Act.
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- 4.3 NJR shall maintain, and to the extent reasonably possible, endeavour to improve, the B-BBEE ratings of each company that operates the Staalbeer outlets for a period of at least 5 years following the Implementation Date.

5. MONITORING OF COMPLIANCE WITH THE CONDITIONS

- 5.1 The Merged Entity shall inform the Commission in writing of the Implementation Date within five Days of it becoming effective.
- 5.2 An affidavit and a compliance report will be submitted by the Merging Parties to the Commission on an annual basis within 3 (three) months after the anniversary of the Implementation Date:
- 5.2.1 for a period of 2 (two) years in respect of the conditions set out in paragraphs 2.1, 2.2, 2.3, 3.1, 3.2, 4.1 and 4.2; and
- 5.2.2 for a period of 5 (five) years in respect of the condition set out in paragraph 4.3.
- 5.2.3 the affidavit in 5.2 shall detail the identity of all the HDP suppliers contemplated in 2.1 which shall be firms contemplated as HDPs in terms of the Act.

6. APPARENT BREACH

- 6.1 An apparent breach by the Merged Entity of any of these Conditions shall be dealt with in terms of Rule 39 of the Commission Rules read together with Rule 37 of the Tribunal Rules.

7. VARIATION OF CONDITIONS

- 7.1 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.
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8. GENERAL

- 8.1 All correspondence concerning these Conditions must be submitted to the following email address: mergerconditions@compcom.co.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

COMPETITION COMMISSION**NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****SANDOZ AG****AND****THE ACTIVE PHARMACEUTICAL INGREDIENT, MICAFUNGIN, OWNED BY ASTELLAS****PHARMA INC****CASE NUMBER 2023JAN0031**

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:

24. On 25 January 2023, the Competition Commission ("Commission") was notified of an intermediate merger wherein Sandoz Group AG wishes to acquire Astellas Pharma Inc's ("Astellas") global pharmaceutical product portfolio based on the Micafungin active pharmaceutical ingredient (API) including all associated intellectual property rights.
 25. Sandoz is a company incorporated in Switzerland and is controlled by Novartis International AG ("Novartis Group") which is a listed firm incorporated in Switzerland. Novartis is not controlled by any firm.
 26. The Novartis Group is a multinational pharmaceutical group which is active in the research, development, manufacturing, and marketing of healthcare products. Sandoz produces over-the-counter and prescription pharmaceutical products which can be classified in terms of the Anatomical Therapeutic Chemical Classification ("ATC") classification system. Of particular importance to this merger assessment are Novartis Group's *Terbinafine* and *Voriconazole* active pharmaceutical ingredients (APIs) which are used to treat fungal infections (i.e., antifungals). *Terbinafine* and *Voriconazole* are classified as anti-infectives
-

for systemic use and fall under the ATC3 J2A sub category.

27. The Novartis Group does not have any shareholding held by historically disadvantaged persons (“HDPs”) or workers as defined in the Competition Act No. 89 of 1998 (as amended) (the “Act”).
 28. The primary target firm is Astellas Pharma Inc’s (“Astellas”) global pharmaceutical product portfolio based on the *Micafungin* API and used to produce and market the Mycamine and Funguard pharmaceutical brands including regulatory dossiers, patents, trademarks, domain names, know-how and all other intellectual property rights, medical information, marketing authorisations, saleable inventory and relevant data and information (the “Micafungin Portfolio”). The Micafungin Portfolio does not include any manufacturing facilities or employees. Astellas does not manufacture any of the Micafungin Portfolio’s pharmaceutical products in South Africa, but only imports and sells the same to the public and private healthcare sectors.
 29. The Micafungin Portfolio does not have any ownership by HDPs or workers.
 30. The Commission found that the merger is unlikely to result in a substantial prevention or lessening of competition in any relevant markets.
 31. The Commission found that the merger triggers an obligation to promote a greater spread of ownership as contemplated in section 12A(3)(e) of the Act. To address this obligation, the merging parties and the Commission have agreed to the conditions set out in **Annexure A** below.
 32. The merger does not raise any other public interest concerns.
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ANNEXURE A**SANDOZ AG****AND****THE ACTIVE PHARMACEUTICAL INGREDIENT MICAFUNGIN, OWNED BY ASTELLAS
PHARMA INC****CASE NUMBER: 2023JAN0031**

9. DEFINITIONS

In this document, the expressions used below will have the appropriate meanings assigned to them and the following and related expressions will bear the following meanings:

- 9.1 **"Act"** means the Competition Act, No. 89 of 1998, as amended;
 - 9.2 **"Approval Date"** means the date referred to on the Commission's Merger Clearance Certificate (Notice CC 15);
 - 9.3 **"Astellas"** means Astellas Pharma Inc;
 - 9.4 **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;
 - 9.5 **"Commission Rules"** mean the Rules for the Conduct of Proceedings in the Competition Commission;
 - 9.6 **"Conditions"** means the conditions set out herein;
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CONTINUES ON PAGE 130 OF BOOK 2

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- 9.7 **“Days”** means any day that is not a Saturday, Sunday or public holiday in South Africa;
- 9.8 **“Disabled Youth”** means individuals who are disabled and are HDPs;
- 9.9 **“HDPs”** means historically disadvantaged persons, as defined in section 3(2) of the Act;
- 9.10 **“Implementation Date”** means the date on which the Merger is implemented;
- 9.11 **“Merger”** means the proposed transaction between Sandoz and Astellas, and which constitutes an intermediate merger;
- 9.12 **“NQF”** means the National Qualifications Framework as overseen by SAQA;
- 9.13 **“Sandoz”** means Sandoz AG;
- 9.14 **“Sandoz SA”** means Sandoz South Africa Proprietary Limited, a subsidiary of Sandoz;
- 9.15 **“SAQA”** means the South African Qualifications Authority established in terms of section 18 of the Skills Development Act 97 of 1998, as amended;
- 9.16 **“South Africa”** means the Republic of South Africa;
- 9.17 **“Tribunal”** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act; and
- 9.18 **“Unemployed Youth”** means individuals who are HDPs, are unemployed and are 35 years of age and below.
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10. CONDITIONS

Training and Development of Unemployed and Disabled Youth

- 10.1 Sandoz SA will make an aggregate contribution of R 10 000 000.00 (ten million rand) over a period of three years (with a minimum contribution of R3 300 000 (three million three hundred thousand per annum)) from the Approval Date towards the following initiatives:
- 10.1.1 A learnership program for Unemployed Youth which will benefit at least 6 individuals and equip those individuals with theoretical and practical knowledge aimed at obtaining an NQF Level 5 qualification as medical sales representatives; and
- 10.1.2 A program for Disabled Youth which will benefit at least 8 individuals and enable the participants to obtain an NQF Level 3 qualification in business administration.
- 10.2 Sandoz further commits to consider any participants that successfully participate in the above-mentioned training and development initiatives, when suitable employment opportunities arise.

11. MONITORING

- 11.1 Sandoz shall inform the Commission in writing of the Implementation Date, within 5 (five) Days of its occurrence.
- 11.2 Within 10 (ten) days of identifying the programs and learners referred to in paragraphs 10.1.1 and 10.1.2 Sandoz shall provide the Commission with the details of the program and list of learners that would form part of the respective programmes. Sandoz shall also provide the Commission with an affidavit from a senior official attesting to Sandoz' compliance with these conditions.
- 11.3 On each anniversary of the Approval Date, Sandoz shall provide the Commission with an affidavit from a senior official attesting to the compliance with clause 10.1 and 10.2 of the Conditions.
- 11.4 The Commission may request the Parties for any additional documents and information it requires to verify compliance with the Conditions.
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12. APPARENT BREACH

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 Sandoz of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Commission Rules.

13. VARIATION OF CONDITIONS

Sandoz 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, Sandoz shall apply to the Tribunal, on good cause shown, for the Conditions to be lifted, revised, or amended.

14. GENERAL

All correspondence concerning these Conditions must be submitted to the following email address: mergerconditions@compcom.co.za and ministry@thedtic.ov.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

COMPETITION COMMISSION**NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****HUAXIN (HONG KONG) INTERNATIONAL HOLDINGS LIMITED****AND****NATAL PORTLAND CEMENT COMPANY PROPRIETARY LIMITED****CASE NUMBER: 2023JUL0038**

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 25 July 2023, the Competition Commission ("the Commission") received notice of an intermediate merger whereby Huaxin (Hong Kong) International Holdings Limited ("Huaxin") intends to acquire the entire share capital of Natal Portland Cement Company Proprietary Limited ("NPC"). Following completion of the proposed transaction, Huaxin will exercise sole control over NPC as envisaged by section 2(2) of the Competition Act No. 89 of 1998, as amended ("Act").

The parties and their activities

2. The primary acquiring firm is Huaxin, a private company incorporated in accordance with the laws of Hong Kong. Huaxin is wholly owned and controlled by Huaxin Cement Co. Limited ("Huaxin Cement"), a public company registered in accordance with the laws of the People's Republic of China ("China"). Huaxin Cement is listed on the Shanghai Stock Exchange and the Stock Exchange of Hong Kong and is not

controlled by any firm. Huaxin controls a number of firms, none of which are active in South Africa.

3. Huaxin produces a range of building materials including, inter alia, cement, ready-mixed concrete and aggregates, cement-based new building materials and is active in cement kiln co-processing of wastes, as well as engineering, procurement and construction for cement projects. It operates in China as well as in Zambia, Malawi, Tanzania, Tajikistan, Kyrgyzstan, Uzbekistan, Cambodia, Nepal and Oman. Huaxin is not active in South Africa.
4. The primary target firm is NPC, a private company incorporated in accordance with the laws of South Africa. NPC is wholly owned and controlled by InterCement Trading Inversiones, S.A.U. ("InterCement"), a joint-stock company incorporated under the laws of Spain. InterCement is wholly owned and controlled by InterCement Portugal S.A., a private company registered in accordance with the laws of Portugal. NPC controls the following firms in South Africa: Intercement South Africa Proprietary Limited; and NPC InterCement (RF) Proprietary Limited. NPC and all the firms directly and indirectly controlled by it will hereinafter collectively be referred to as the "NPC Group".
5. The NPC Group manufactures and distributes cement, ready-mixed concrete, aggregate products and concrete-products largely on the East Coast of South Africa.

Competition assessment

6. The Commission considered the activities of the merging parties and found that the proposed transaction results in a product overlap as both the merging parties manufacture and distribute building materials including, inter alia, cement, ready-mixed concrete and aggregates, amongst other products. However, there is no geographic overlap, as Huaxin does not operate or have interest in firms that operate in South Africa. Moreover, there are no existing vertical links between the merging parties in South Africa.
 7. 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

8. The merging parties submitted an unequivocal statement that the proposed transaction will have no negative effect on employment and will not result in any merger-specific retrenchments or redundancies in South Africa.
9. It is submitted that neither of the merging parties have any HDP shareholding pre-merger. Both the Commission and the DTIC on multiple occasions requested the merging parties to introduce an HDP shareholder and/or create an Employee Share Ownership Plan ("ESOP") worth at least 5% within the merged entity.
10. The merging parties submit that the NPC Mining Entities, which include South Coast Stone Crushers Proprietary Limited ("SC Stone Crushers"), Sterkspruit Aggregates Proprietary Limited ("Sterkspruit Aggregates") and NPC InterCement (RF) Proprietary Limited ("NPC InterCement"), already have black ownership credentials, amounting to an aggregate of 26% of the NPC Mining Entities which are unaffected by the Proposed Transaction. The merging parties submit that they are willing to commit to a condition that they will dispose of a further 4% of NPC InterCement (a subsidiary of the NPC) to HDP shareholders to the value of approximately [CONFIDENTIAL]. Due to NPC InterCement's various shareholdings, the 4% will also indirectly comprise approximately 3% of SC Stone Crushers, approximately 3% of Sterkspruit Aggregates and 4% of NPC Concrete. The merging parties further agreed to grant first preference for the purchase of these shares to one or more of those HDP shareholders who are shareholders of the NPC Mining Entities as at the implementation date.
11. Further to the above, the merging parties have committed to introduce at least R600 million in capital expenditure at NPC over the next 5 years through InterCement South Africa (Pty) Ltd ("InterCement SA") (a subsidiary of NPC), following the implementation of the proposed transaction. This capital expenditure will result in increased cement production which will benefit the entire South African NPC Group.
12. The Commission accepted the merging parties' commitments as conditions to the approval of the merger.

Conclusion

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

ANNEXURE A**HUAXIN (HONG KONG) INTERNATIONAL HOLDINGS LIMITED****AND****NATAL PORTLAND CEMENT COMPANY PROPRIETARY LIMITED****CASE NUMBER: 2023JUL0038**

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 Huaxin (Hong Kong) International Holdings Limited;

1.1.2. **“Act”** means the Competition Act, No. 89 of 1998 (as amended);

1.1.3. **“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);

1.1.4. **“Capital Expenditure Investment”** means a capital investment - R600 million (six hundred million Rand) by Huaxin into NPC and/or firms controlled by NPC;

1.1.5. **“Commission”** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Act;

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;

1.1.8. **“Disposal Period”** means a specified period of months from the Implementation Date;

1.1.9. **“Eligible Employees”** means persons who are permanently in the employ (as

contemplated under the Labour Relations Act, No. 66 of 1995) of NPC but excluding top and senior management;

- 1.1.10. **“ESOP”** means the Employee Share Ownership Programme to be established pursuant to these Conditions;
 - 1.1.11. **“HDPs”** means a Historically Disadvantaged Person/s as contemplated in section 3(2) of the Competition Act;
 - 1.1.12. **“HDP shareholder”** means an HDP to be identified by the Merged Entity to acquire up to 4% of the issued shares in NPC InterCement;
 - 1.1.13. **“HDP Transaction”** means a transaction in terms of which an HDP shareholder will acquire, 4% of the issued shares in NPC InterCement.
 - 1.1.14. **“Huaxin”** means Huaxin (Hong Kong) International Holdings Limited;
 - 1.1.15. **“Implementation Date”** means the date occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
 - 1.1.16. **“InterCement SA”** means InterCement South Africa Proprietary Limited;
 - 1.1.17. **“Merged Entity”** means Huaxin and NPC;
 - 1.1.18. **“Merger”** means the acquisition by Huaxin of the entire share capital of NPC;
 - 1.1.19. **“Merging Parties”** means Huaxin and NPC;
 - 1.1.20. **“NPC”** means Natal Portland Cement Company (Pty) Ltd;
 - 1.1.21. **“NPC InterCement”** means NPC InterCement (RF) (Pty) Ltd;
 - 1.1.22. **“NPC Mining Entities”** means NPC’s empowered subsidiaries which include South Coast Stone Crushers Proprietary Limited (**“SC Stone Crushers”**), Sterkspruit Aggregates Proprietary Limited (**“Sterkspruit Aggregates”**), and NPC InterCement;
 - 1.1.23. **“South Africa”** means the Republic of South Africa;
 - 1.1.24. **“Target Firm”** means Natal Portland Cement Company (Pty) Ltd;
 - 1.1.25. **“Tribunal”** means the Competition Tribunal of South Africa, a statutory body
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established in terms of section 26 of the Act; and

- 1.1.26. **“Tribunal Rules”** means the Rules for the Conduct of Proceedings in the Tribunal.

2. CAPITAL EXPENDITURE INVESTMENT

- 2.1. Within a period of 1 (one) to 5 (five) years after the Implementation Date, the Acquiring Firm shall invest R600 million (six hundred million Rand) into InterCement SA and/or firms controlled by NPC. The Acquiring Firm shall invest a lumpsum amount, to be determined in the discretion of the Acquiring Firm, within a period of 2 (two) years after the Implementation Date, followed by smaller amounts of capital expenditure thereafter, R600 million within a maximum period of 5 years.

3. DISPOSAL OF SHARES IN NPC INTERCEMENT TO HDP SHAREHOLDER/ ESOP

- 3.1. Within the Disposal Period, the Merged Entity shall dispose of 4% of NPC InterCement to HDP Shareholders or through an ESOP which 4% shareholding is valued at approximately [CONFIDENTIAL].
- 3.2. The Merged Entity shall grant first preference of the disposal of the 4% in NPC InterCement to one or more of those HDP Shareholders who are shareholders of the NPC Mining Entities as at the Implementation Date.
- 3.3. In the event that none of the existing HDP Shareholders are interested in the purchasing of the shares or that terms cannot be agreed with the existing HDP Shareholders, the Merged Entity shall dispose of the 4% to one or more external HDP Shareholder/s and/or form an ESOP.
- 3.4. The valuation of the NPC InterCement shall be performed by an independent and suitably qualified valuer, which will be appointed by the Acquiring Firm, after the Commission has approved that the proposed valuer is independent and suitably qualified.
- 3.5. In the event that the Merged Entity elects to comply with the Conditions in Clause 3.1 above through an ESOP, the introduction of the ESOP will be implemented in accordance with the design principles attached in **Annexure B**.
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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. Should the Merging Parties elect to implement an HDP Transaction, prior to the implementation of the HDP Transaction, the Merged Entity will provide the Commission with details of the HDP Transaction in writing. These details shall include, but not be limited to (i) the identity of the HDP shareholder, (ii) evidence that the HDP shareholder are HDPs, and (iii) the proportion of shareholding in NPC InterCement that the HDP shareholder will acquire.
 - 4.3. Within 60 (sixty) Days of receipt of the details of the HDP Transaction, the Commission shall review and provide the Merging Parties' representatives with any comments or queries in relation to the HDP Transaction in writing. For the avoidance of doubt, the HDP Transaction shall not be implemented without the Commission's written approval.
 - 4.4. Should the Merging Parties elect to implement an ESOP, prior to the implementation of the ESOP, the Merged Entity will provide the Commission with details of the ESOP in writing. These details shall include, but not be limited to (i) the details of the Eligible Employees to participate in the ESOP; (ii) the number of Eligible Employees that will benefit from the ESOP, and (iii) the demographics of the Eligible Employees including their race, gender and the number of Eligible Employees who are classified as youth.
 - 4.5. Within 60 (sixty) Days of receipt of the details of the ESOP, the Commission shall review and provide the Merging Parties' representatives with any comments or queries in relation to the ESOP in writing.
 - 4.6. Once every 6 (six) months during the Disposal Period, the Merged Entity shall provide the Commission with a written report, accompanied by an affidavit attested to by a senior official of the Merged Entity confirming the accuracy of the report, outlining: (i) the progress made towards the realisation of Clause 3; and/or (ii) if applicable, how the ESOP is being established in accordance with the underlying design principles set out in the
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attached **Annexure B**.

- 4.7. The Merged Entity shall, within 30 (thirty) Days of each anniversary of the Implementation Date and for a period of 5 years (five years), or until such time as the Conditions in clauses 2 and 3 are fulfilled, whichever is the earlier, provide to the Commission a report detailing its compliance with clause 2 and 3 of the Conditions. This report shall be accompanied by an affidavit attested to by a director official of the Merged Entity, confirming the accuracy of the report.
- 4.8. Any person including 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.
- 4.9. The Commission may request any additional information from the Merging Parties, which the Commission from time to time may deem necessary for purposes of monitoring the extent of compliance with these Conditions.

5. APPARENT BREACH

- 5.1. 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.

6. VARIATION

- 6.1. 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.

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.
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ANNEXURE B

Design Principle	Applicable Criteria
Structure	<ul style="list-style-type: none"> ○ The ESOP is a unitised structure, established for allocated shares.
Eligible Employees	<ul style="list-style-type: none"> ○ All persons who are in the permanent employment of NPC ("Employees").
Cost	<ul style="list-style-type: none"> ○ No cost to Employees: Employees must not be required to pay to participate in the ESOP, unless otherwise elected by the relevant Employees. ○ Firms must make provision for independent legal and financial experts to act on behalf of Employees in ESOP establishment negotiations. For the avoidance of doubt, any reasonable expenses incurred by the Employees and/or their employee representatives shall be paid for by the Merged Entity.
Governance	<ul style="list-style-type: none"> ○ If there is a board of trustees, the board must be balanced and Employees must be represented on the board, e.g., 1 trustee appointed by Merged Entity; 1 appointed by Employees and 1 independent. ○ The independent trustee will be recommended by the Employees, and appointed subject to the candidate being acceptable to the Merged Entity.
Participants	<ul style="list-style-type: none"> ○ All current and future Employees who are eligible. ○ Eligibility criteria: permanent Employees, a reasonable minimum years of service may be specified and/or participation can be from day 1 of permanent employment. ○ Maternity leave will have no adverse impact on qualifying criteria.
Participation Benefits	<ul style="list-style-type: none"> ○ Beneficiaries will be entitled to: (a) dividends and (b) capital growth/upside based on their participation rights calculated with reference to units allocated to beneficiaries. ○ Beneficiaries will cease to participate for bad leaver events: resignations and dismissals.
Value & Funding	<ul style="list-style-type: none"> ○ Value will be determined with reference to issued shares and valuation as at the month preceding the establishment and commencement of the ESOP. ○ Merged entity must provide some vendor finance if required ○ If there is Vendor financing, it should be interest-free.

COMPETITION COMMISSION**NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****VOX VENTURES B.V (“VOX VENTURES”)****AND****ROBERTSON & CAINE PROPRIETARY LIMITED AND ROBERTSON & CAINE****PROPERTIES PROPRIETARY LIMITED****CASE NUMBER 2023MAR0005**

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:

33. On 02 March 2023, Vox Ventures B.V (“Vox Ventures”) notified an intermediate merger in terms of which Vox Ventures will acquire sole control over Robertson & Caine Proprietary Limited (“R&C”) and Robertson & Caine Properties Proprietary Limited (“RCP”).
 34. The primary acquiring firm is Vox Ventures B.V (“Vox Ventures”). Vox Ventures does not control any firm in South Africa. Vox Ventures is wholly controlled by the PPF Group N.V. (“PPF Group”) which is in turn controlled by Renata Kellnerova and family as to 98.93%. The PPF Group does not control any firm in South Africa. The PPF Group and all the firms that it controls will be referred to as the Acquiring Group.
 35. Globally, the Acquiring Group operates as an investment management firm holding investments in various sectors, including financial services, telecommunications, media, biotechnology real-estate and public transport vehicle manufacturing. Of particular relevance to this merger notification is the Acquiring Group’s activities as a provider of
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sailing yachts and catamarans charter services. The Acquiring Group does not have any operations in South Africa.

36. The Acquiring Group does not have any ownership by Historically Disadvantaged Persons (HDPs) or workers as defined in the Competition Act No. 89 of 1998 (as amended) (the "Act").
 37. The primary target firms are Robertson & Caine Proprietary Limited ("R&C") and Robertson & Caine Properties Proprietary Limited ("RCP"). R&C and RCP are both private companies incorporated in South Africa. RCP does not control any other firm. R&C wholly-owns Robertson & Caine Inc. ("R&C USA"), a firm incorporated in the United States of America. R&C and RCP shall be collectively referred to as the Target Firms. The Target Firms are not controlled by any firm and they also do not control any firm/s in South Africa.
 38. R&C designs and manufactures catamarans. R&C is South Africa's largest builder of catamarans for the export market. R&C supplies its catamarans exclusively to a United States based distributor known as Travelopia Marine. Travelopia Marine is the exclusive distributor of R&C's catamarans globally. RCP is a property holding company which houses one of R&C's production facilities based in Woodstock, Cape Town. RCP does not lease out any properties to any other firms or individuals. The Target Firms have no HDP or worker ownership.
 39. The Commission found that the merger is unlikely to result in a substantial lessening or prevention of competition in any relevant market as the acquiring is not active in South Africa.
 40. The only applicable public interest consideration was the merger's impact on promoting a greater spread of ownership. In this regard, the parties have tendered a package of remedies including skills development for HDPs, supplier development and localisation with an aggregate value of R299 million, over a period of 5 years.
 41. The proposed merger does not raise any other public interest concerns.
 42. The Commission approves the proposed transaction subject to the conditions attached as **Annexure A** hereto.
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ANNEXURE A**VOX VENTURES B.V ("VOX VENTURES")****AND****ROBERTSON & CAINE PROPRIETARY LIMITED AND ROBERTSON & CAINE****PROPERTIES PROPRIETARY LIMITED****CASE NUMBER: 2023MAR0005**

1 DEFINITIONS

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

- 1.1 **"Acquiring Firm"** means Vox Ventures B.V.;
 - 1.2 **"Approval Date"** means the date referred to on the Commission's merger clearance certificate (Form CC15), being the date on which the Merger is approved in terms of the Competition Act;
 - 1.3 **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;
 - 1.4 **"Commission Rules"** mean the Rules for the Conduct of Proceedings in the Competition Commission;
 - 1.5 **"Conditions"** mean the conditions specified in this document;
 - 1.6 **"Competition Act"** means the Competition Act, No. 89 of 1998, as amended;
 - 1.7 **"Days"** mean 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 South Africa in terms of the Public Holidays Act 36 of 1994;
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- 1.8 **"Employees"** means all the Employees of the Merging Parties, as defined in the LRA, employed as such on the Implementation Date;
- 1.9 **"HDP"** means a historically disadvantaged person as defined in the Competition Act;
- 1.10 **"Implementation Date"** means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
- 1.11 **"Localisation"** means increasing the level of production or services within South Africa;
- 1.12 **"LRA"** means the Labour Relations Act 66 of 1995, as amended;
- 1.13 **"Merger"** means the proposed acquisition by the Acquiring Firm of the entire issued share capital of the Target Firms in terms of the sale of shares agreement dated 10 January 2023;
- 1.14 **"Merging Parties"** means collectively the Acquiring Firm and the Target Firms, and **"Merging Party"** means anyone of them, as the case may be;
- 1.15 **"Target Firms"** means the Target Operating Firm and Robertson & Caine Properties Proprietary Limited, subject to the Merger and following the Implementation Date;
- 1.16 **"Target Operating Firm"** means Robertson & Caine Proprietary Limited, subject to the Merger and following the Implementation Date; and
- 1.17 **"Tribunal"** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act.

2 INVESTMENT COMMITMENT

- 2.1 Subject to clauses 2.2 and 8 below, the Merging Parties shall invest a cumulative amount of R176 million (one hundred and seventy six million Rand) in skills development, supplier development and socio-economic development over a 5 (five) year period from the Implementation Date (the **"Investment"**). The Acquiring Firm anticipates that the Investment will be broken down as follows -
- 2.1.1 R28 million (twenty-eight million Rand) per year for the first and second years from the Implementation Date;
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- 2.1.2 R32 million (thirty-two million Rand) in the third year following the Implementation Date; and
- 2.1.3 R44 million (forty-four million Rand) per year in each of the fourth and fifth years following the Implementation Date.
- 2.2 The Target Firms shall be entitled to vary the allocation of the Investment between the anticipated annual spend set out in clauses 2.1.1 to 2.1.3 above where the demands or needs of the business or the Employees so require, provided that the aggregate amount of the Investment is achieved.
- 2.3 The Investment shall fund skills development initiatives such as:
- 2.3.1 Learnerships – in-house trainee/learnership programmes for recently qualified and unemployed matriculants who will be trained in composites, assembly, and systems. The course content is already accredited on the National Qualifications Framework as; a) National Certificate: Polymer Composite Fabrication (Level 2); and b) National Certificate: Yacht and Boat Building (Level 2). The Target Operating Firm will apply to become an accredited training service provider via the MERSETA, to present these courses/learnership programmes and to be able to provide the necessary certification to learners once the courses are successfully completed; and
- 2.3.2 Supervisory and Management Development (Manufacturing, Engineering and Related Services Sector Education and Training Authority (MERSETA) courses – accredited courses (NQF Level 4/5) aiming to benefit 100 HDP Employees over the course of the next 5 years who are identified to have potential at supervisory/management level but lack the requisite qualifications (e.g. national senior certificate). The levels of the Employees will vary depending on their respective roles. However, examples include individuals who sit below the level of Team Leader, Group Leader, and Manager and those who have been recently appointed to those positions.

3 CAPITAL COMMITMENT

- 3.1 Subject to clauses 3.2 and 8 below, the Merging Parties shall contribute not less than R95,000,000 (ninety-five million Rand) in aggregate capital expenditure to either or
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both Target Firms during the 5 (five) year period following the Implementation Date (the “**Aggregate Capex Amount**”), towards growth and sustainability. The Acquiring Firm anticipates that the Aggregate Capex Amount will be broken down as follows –

- 3.1.1 **[Confidential]** Rand towards supporting the development of alternative energy (e.g. electric propulsion); and
- 3.1.2 **[Confidential]** Rand towards two new catamaran models.
- 3.2 The Target Firms shall be entitled to vary the allocation of the Aggregate Capex Amount between the investment categories set out in clauses 3.1.1 to 3.1.2 above where the demands or needs of the business so require, provided that the aggregate amount of the Aggregate Capex Amount is achieved.
- 3.3 In line with its commitment to Localisation and enterprise/supplier development, the Acquiring Firm shall procure that the Target Firms contribute R20,000,000 (twenty million Rand) towards the formation of a majority HDP owned local supplier that specialises in upholstery.
- 3.4 In line with its commitment to socio-economic development, the Acquiring Firm shall procure that the Target Firms contribute a charitable donation of R8,000,000 towards funding higher education scholarships for the children of those HDP Employees engaged by the Target Firms. The higher education scholarships will aim to benefit 25 to 30 HDP Employees per annum over a 10-year period with an estimated average cost of R30 000 per course per annum.
- 3.5 The aggregate value of the capital commitments set out in this clause 3 is R123,000,000 (one hundred and twenty-three million Rand).

4 **EMPLOYMENT**

- 4.1 Subject to the provisions of clause 4.2 below, the Merging Parties shall not retrench any Employees of the Target Firms as a result of the Merger (“**Merger Specific Retrenchments**”) for a period of 3 (three) years from the Implementation Date (this includes the period between the Approval Date and the Implementation Date).
 - 4.2 For the sake of clarity, Merger Specific Retrenchments do not include: (i) voluntary retrenchment and/or voluntary separation arrangements; (ii) voluntary early
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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; and (vii) any decision not to renew or extend a contract of a fixed-term third party contract employee or contract with a third party.

5 REGISTERED OFFICE

- 5.1 Consistent with the Acquiring Firm's long-term commitment to invest in South Africa, the Target Firms shall for a period of 5 (five) years from the Implementation Date: (i) remain incorporated in South Africa, (ii) maintain their registered offices in South Africa ("**Registered Offices**"), and (iii) retain the manufacturing of the current models in South Africa, as they are currently manufactured as at the Approval Date.
- 5.2 The Registered Offices commitment is subject, at all times, to the Acquiring Firm maintaining control over the Target Firms as contemplated by the Competition Act and a shareholding in the Target Firms of at least 50.1%.

6 MONITORING

- 6.1 The Acquiring Firm shall inform the Commission in writing of the Implementation Date within 5 (five) Days of the Implementation Date.
- 6.2 A Merging Party shall circulate a copy of the Conditions to all Employees, the Employee representatives and trade unions of the Target Firms (to the extent applicable) within 20 (twenty) Days following the Approval Date.
- 6.3 As proof of compliance with 6.2 above, a Merging Party shall within 20 (twenty) Days of circulating the Conditions, provide the Commission with an affidavit by a senior official of the Target Operating Firm attesting to the circulation of the Conditions and attach a copy of the notice sent.
- 6.4 A Merging Party shall submit an annual report to the Commission indicating compliance with respect to these Conditions for a period of 5 (five) years. These reports must be lodged within 20 (twenty) Days after each anniversary of the
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Implementation Date for a period of 5 (five) years. This report shall be accompanied by an affidavit, attested to by a senior official of the Target Operating Firm, confirming the accuracy of the report.

7 APPARENT BREACH

If 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.

8 VARIATION OF THE CONDITIONS

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.

9 GENERAL

All correspondence in relation to the 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

COMPETITION COMMISSION**NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****HUAXIN (HONG KONG) INTERNATIONAL HOLDINGS LIMITED****AND****NATAL PORTLAND CEMENT COMPANY PROPRIETARY LIMITED****CASE NUMBER: 2015Dec0694**

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 25 July 2023, the Competition Commission ("the Commission") received notice of an intermediate merger whereby Huaxin (Hong Kong) International Holdings Limited ("Huaxin") intends to acquire the entire share capital of Natal Portland Cement Company Proprietary Limited ("NPC"). Following completion of the proposed transaction, Huaxin will exercise sole control over NPC as envisaged by section 2(2) of the Competition Act No. 89 of 1998, as amended ("Act").

The parties and their activities

2. The primary acquiring firm is Huaxin, a private company incorporated in accordance with the laws of Hong Kong. Huaxin is wholly owned and controlled by Huaxin Cement Co. Limited ("Huaxin Cement"), a public company registered in accordance with the laws of the People's Republic of China ("China"). Huaxin Cement is listed on the Shanghai Stock Exchange and the Stock Exchange of Hong Kong and is not

controlled by any firm. Huaxin controls a number of firms, none of which are active in South Africa.

3. Huaxin produces a range of building materials including, inter alia, cement, ready-mixed concrete and aggregates, cement-based new building materials and is active in cement kiln co-processing of wastes, as well as engineering, procurement and construction for cement projects. It operates in China as well as in Zambia, Malawi, Tanzania, Tajikistan, Kyrgyzstan, Uzbekistan, Cambodia, Nepal and Oman. Huaxin is not active in South Africa.
4. The primary target firm is NPC, a private company incorporated in accordance with the laws of South Africa. NPC is wholly owned and controlled by InterCement Trading Inversiones, S.A.U. ("InterCement"), a joint-stock company incorporated under the laws of Spain. InterCement is wholly owned and controlled by InterCement Portugal S.A., a private company registered in accordance with the laws of Portugal. NPC controls the following firms in South Africa: Intercement South Africa Proprietary Limited; and NPC InterCement (RF) Proprietary Limited. NPC and all the firms directly and indirectly controlled by it will hereinafter collectively be referred to as the "NPC Group".
5. The NPC Group manufactures and distributes cement, ready-mixed concrete, aggregate products and concrete-products largely on the East Coast of South Africa.

Competition assessment

6. The Commission considered the activities of the merging parties and found that the proposed transaction results in a product overlap as both the merging parties manufacture and distribute building materials including, inter alia, cement, ready-mixed concrete and aggregates, amongst other products. However, there is no geographic overlap, as Huaxin does not operate or have interest in firms that operate in South Africa. Moreover, there are no existing vertical links between the merging parties in South Africa.
 7. 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.
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Public Interest

8. The merging parties submitted an unequivocal statement that the proposed transaction will have no negative effect on employment and will not result in any merger-specific retrenchments or redundancies in South Africa.
9. It is submitted that neither of the merging parties have any HDP shareholding pre-merger. Both the Commission and the DTIC on multiple occasions requested the merging parties to introduce an HDP shareholder and/or create an Employee Share Ownership Plan ("ESOP") worth at least 5% within the merged entity.
10. The merging parties submit that the NPC Mining Entities, which include South Coast Stone Crushers Proprietary Limited ("SC Stone Crushers"), Sterkspruit Aggregates Proprietary Limited ("Sterkspruit Aggregates") and NPC InterCement (RF) Proprietary Limited ("NPC InterCement"), already have black ownership credentials, amounting to an aggregate of 26% of the NPC Mining Entities which are unaffected by the Proposed Transaction. The merging parties submit that they are willing to commit to a condition that they will dispose of a further 4% of NPC InterCement (a subsidiary of the NPC) to HDP shareholders to the value of approximately [CONFIDENTIAL]. Due to NPC InterCement's various shareholdings, the 4% will also indirectly comprise approximately 3% of SC Stone Crushers, approximately 3% of Sterkspruit Aggregates and 4% of NPC Concrete. The merging parties further agreed to grant first preference for the purchase of these shares to one or more of those HDP shareholders who are shareholders of the NPC Mining Entities as at the implementation date.
11. Further to the above, the merging parties have committed to introduce at least R600 million in capital expenditure at NPC over the next 5 years through InterCement South Africa (Pty) Ltd ("InterCement SA") (a subsidiary of NPC), following the implementation of the proposed transaction. This capital expenditure will result in increased cement production which will benefit the entire South African NPC Group.
12. The Commission accepted the merging parties' commitments as conditions to the approval of the merger.

Conclusion

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

ANNEXURE A**HUAXIN (HONG KONG) INTERNATIONAL HOLDINGS LIMITED****AND****NATAL PORTLAND CEMENT COMPANY PROPRIETARY LIMITED****CASE NUMBER: 2023JUL0038**

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 Huaxin (Hong Kong) International Holdings Limited;
 - 1.1.2. **“Act”** means the Competition Act, No. 89 of 1998 (as amended);
 - 1.1.3. **“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);
 - 1.1.4. **“Capital Expenditure Investment”** means a capital investment - R600 million (six hundred million Rand) by Huaxin into NPC and/or firms controlled by NPC;
 - 1.1.5. **“Commission”** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Act;
 - 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;
 - 1.1.8. **“Disposal Period”** means a specified period of months from the Implementation Date;
 - 1.1.9. **“Eligible Employees”** means persons who are permanently in the employ (as
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contemplated under the Labour Relations Act, No. 66 of 1995) of NPC but excluding top and senior management;

- 1.1.10. **“ESOP”** means the Employee Share Ownership Programme to be established pursuant to these Conditions;
 - 1.1.11. **“HDPs”** means a Historically Disadvantaged Person/s as contemplated in section 3(2) of the Competition Act;
 - 1.1.12. **“HDP shareholder”** means an HDP to be identified by the Merged Entity to acquire up to 4% of the issued shares in NPC InterCement;
 - 1.1.13. **“HDP Transaction”** means a transaction in terms of which an HDP shareholder will acquire, 4% of the issued shares in NPC InterCement.
 - 1.1.14. **“Huaxin”** means Huaxin (Hong Kong) International Holdings Limited;
 - 1.1.15. **“Implementation Date”** means the date occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
 - 1.1.16. **“InterCement SA”** means InterCement South Africa Proprietary Limited;
 - 1.1.17. **“Merged Entity”** means Huaxin and NPC;
 - 1.1.18. **“Merger”** means the acquisition by Huaxin of the entire share capital of NPC;
 - 1.1.19. **“Merging Parties”** means Huaxin and NPC;
 - 1.1.20. **“NPC”** means Natal Portland Cement Company (Pty) Ltd;
 - 1.1.21. **“NPC InterCement”** means NPC InterCement (RF) (Pty) Ltd;
 - 1.1.22. **“NPC Mining Entities”** means NPC’s empowered subsidiaries which include South Coast Stone Crushers Proprietary Limited (**“SC Stone Crushers”**), Sterkspruit Aggregates Proprietary Limited (**“Sterkspruit Aggregates”**), and NPC InterCement;
 - 1.1.23. **“South Africa”** means the Republic of South Africa;
 - 1.1.24. **“Target Firm”** means Natal Portland Cement Company (Pty) Ltd;
 - 1.1.25. **“Tribunal”** means the Competition Tribunal of South Africa, a statutory body
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established in terms of section 26 of the Act; and

- 1.1.26. **“Tribunal Rules”** means the Rules for the Conduct of Proceedings in the Tribunal.

2. CAPITAL EXPENDITURE INVESTMENT

- 2.1. Within a period of 1 (one) to 5 (five) years after the Implementation Date, the Acquiring Firm shall invest R600 million (six hundred million Rand) into InterCement SA and/or firms controlled by NPC. The Acquiring Firm shall invest a lumpsum amount, to be determined in the discretion of the Acquiring Firm, within a period of 2 (two) years after the Implementation Date, followed by smaller amounts of capital expenditure thereafter, R600 million within a maximum period of 5 years.

3. DISPOSAL OF SHARES IN NPC INTERCEMENT TO HDP SHAREHOLDER/ ESOP

- 3.1. Within the Disposal Period, the Merged Entity shall dispose of 4% of NPC InterCement to HDP Shareholders or through an ESOP which 4% shareholding is valued at approximately [CONFIDENTIAL].
- 3.2. The Merged Entity shall grant first preference of the disposal of the 4% in NPC InterCement to one or more of those HDP Shareholders who are shareholders of the NPC Mining Entities as at the Implementation Date.
- 3.3. In the event that none of the existing HDP Shareholders are interested in the purchasing of the shares or that terms cannot be agreed with the existing HDP Shareholders, the Merged Entity shall dispose of the 4% to one or more external HDP Shareholder/s and/or form an ESOP.
- 3.4. The valuation of the NPC InterCement shall be performed by an independent and suitably qualified valuer, which will be appointed by the Acquiring Firm, after the Commission has approved that the proposed valuer is independent and suitably qualified.
- 3.5. In the event that the Merged Entity elects to comply with the Conditions in Clause 3.1 above through an ESOP, the introduction of the ESOP will be implemented in accordance with the design principles attached in **Annexure B**.
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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. Should the Merging Parties elect to implement an HDP Transaction, prior to the implementation of the HDP Transaction, the Merged Entity will provide the Commission with details of the HDP Transaction in writing. These details shall include, but not be limited to (i) the identity of the HDP shareholder, (ii) evidence that the HDP shareholder are HDPs, and (iii) the proportion of shareholding in NPC InterCement that the HDP shareholder will acquire.
 - 4.3. Within 60 (sixty) Days of receipt of the details of the HDP Transaction, the Commission shall review and provide the Merging Parties' representatives with any comments or queries in relation to the HDP Transaction in writing. For the avoidance of doubt, the HDP Transaction shall not be implemented without the Commission's written approval.
 - 4.4. Should the Merging Parties elect to implement an ESOP, prior to the implementation of the ESOP, the Merged Entity will provide the Commission with details of the ESOP in writing. These details shall include, but not be limited to (i) the details of the Eligible Employees to participate in the ESOP; (ii) the number of Eligible Employees that will benefit from the ESOP, and (iii) the demographics of the Eligible Employees including their race, gender and the number of Eligible Employees who are classified as youth.
 - 4.5. Within 60 (sixty) Days of receipt of the details of the ESOP, the Commission shall review and provide the Merging Parties' representatives with any comments or queries in relation to the ESOP in writing.
 - 4.6. Once every 6 (six) months during the Disposal Period, the Merged Entity shall provide the Commission with a written report, accompanied by an affidavit attested to by a senior official of the Merged Entity confirming the accuracy of the report, outlining: (i) the progress made towards the realisation of Clause 3; and/or (ii) if applicable, how the ESOP is being established in accordance with the underlying design principles set out in the
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attached **Annexure B**.

- 4.7. The Merged Entity shall, within 30 (thirty) Days of each anniversary of the Implementation Date and for a period of 5 years (five years), or until such time as the Conditions in clauses 2 and 3 are fulfilled, whichever is the earlier, provide to the Commission a report detailing its compliance with clause 2 and 3 of the Conditions. This report shall be accompanied by an affidavit attested to by a director official of the Merged Entity, confirming the accuracy of the report.
- 4.8. Any person including 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.
- 4.9. The Commission may request any additional information from the Merging Parties, which the Commission from time to time may deem necessary for purposes of monitoring the extent of compliance with these Conditions.

5. APPARENT BREACH

- 5.1. 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.

6. VARIATION

- 6.1. 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.

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.
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ANNEXURE B

Design Principle	Applicable Criteria
Structure	<ul style="list-style-type: none"> ○ The ESOP is a unitised structure, established for allocated shares.
Eligible Employees	<ul style="list-style-type: none"> ○ All persons who are in the permanent employment of NPC ("Employees").
Cost	<ul style="list-style-type: none"> ○ No cost to Employees: Employees must not be required to pay to participate in the ESOP, unless otherwise elected by the relevant Employees. ○ Firms must make provision for independent legal and financial experts to act on behalf of Employees in ESOP establishment negotiations. For the avoidance of doubt, any reasonable expenses incurred by the Employees and/or their employee representatives shall be paid for by the Merged Entity.
Governance	<ul style="list-style-type: none"> ○ If there is a board of trustees, the board must be balanced and Employees must be represented on the board, e.g., 1 trustee appointed by Merged Entity; 1 appointed by Employees and 1 independent. ○ The independent trustee will be recommended by the Employees, and appointed subject to the candidate being acceptable to the Merged Entity.
Participants	<ul style="list-style-type: none"> ○ All current and future Employees who are eligible. ○ Eligibility criteria: permanent Employees, a reasonable minimum years of service may be specified and/or participation can be from day 1 of permanent employment. ○ Maternity leave will have no adverse impact on qualifying criteria.
Participation Benefits	<ul style="list-style-type: none"> ○ Beneficiaries will be entitled to: (a) dividends and (b) capital growth/upside based on their participation rights calculated with reference to units allocated to beneficiaries. ○ Beneficiaries will cease to participate for bad leaver events: resignations and dismissals.
Value & Funding	<ul style="list-style-type: none"> ○ Value will be determined with reference to issued shares and valuation as at the month preceding the establishment and commencement of the ESOP. ○ Merged entity must provide some vendor finance if required ○ If there is Vendor financing, it should be interest-free.

Design Principle	Applicable Criteria
	<ul style="list-style-type: none">○ Dividend policy shall provide for a “trickle” dividend (in the ratio of 65:35), i.e. at least 35% of any dividends declared will flow to beneficiaries and at most 65% will be utilised to service the vendor financing
Duration	<ul style="list-style-type: none">○ Evergreen.

COMPETITION COMMISSION**NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****GIL INTERNATIONAL HOLDINGS V LIMITED****AND****JOHN MENZIES PLC****CASE NUMBER: 2022APR0042**

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 14 April 2022, the Competition Commission ("the Commission") received notice of an intermediate merger whereby GIL International Holdings V Limited ("GIL") intends to acquire 100% of the issued share capital of John Menzies plc ("Menzies"). Following the implementation of the proposed transaction, GIL will exercise sole control over Menzies.
2. The proposed merger is an international transaction notified to the Commission by virtue of the merging parties' activities in South Africa.
3. The primary acquiring firm is GIL, a private company incorporated in accordance with the laws of the United Arab Emirates. GIL is a subsidiary of Agility Public Warehousing Company K.S.C.P ("Agility"), a public company listed on the Boursa Kuwait and the Dubai Stock Exchange. Agility is not controlled by any firm or shareholder. Agility controls several firms globally. In South Africa, Agility indirectly controls NAS Colossal Aviation Services (Pty) Ltd ("NAS Colossal") by virtue of its [CONFIDENTIAL]% shareholding. The balance of the shares in NAS Colossal are held by Colossal Africa (Pty) Ltd and the Management of NAS Colossal. The Management shareholders are historically disadvantaged persons

(“HDPs”). Colossal Africa is 100% black owned. Agility and all its subsidiaries are collectively referred to as the “Acquiring Group”.

4. The primary acquiring firm, GIL, and its controller (Agility) do not have any HDP shareholding. However, NAS Colossal (a South African subsidiary of Agility) has an HDP shareholding of [CONFIDENTIAL]% of which [CONFIDENTIAL] percentage points are held by the Management of NAS Colossal who are HDPs in terms of the Competition Act, 89 of 1998 (as amended) (“Act”).
 5. The Acquiring Group is a private owner and developer of warehousing and light industrial parks in the Middle East, Africa and Asia, and provides ground handling and airport services across Africa, South Asia and the Middle East. Ground handling and airport services include ramp handling and passenger handling services, baggage handling services, cargo handling, lounge management, airport technologies, aviation training, travel solutions, meet-and-assist packages and other airport services. The Acquiring Group has a presence in more than 30 airports across the Middle East, Africa and South Asia.
 6. In South Africa, the Acquiring Group is active through its controlling interest in NAS Colossal (previously known as BidAir Services (Pty) Ltd (“BidAir”)) which is involved in providing ground handling services to airlines. NAS Colossal provides ground handling services in the following airports: (i) OR Tambo International Airport (Johannesburg); (ii) Cape Town International Airport (Cape Town); (iii) King Shaka International Airport (Durban); (iv) King Phalo Airport (East London); (v) George Airport (George); and (vi) Chief Dawid Stuurman International Airport (Gqeberha). These airports are managed by the Airports Company of South Africa SOC Limited (“ACSA”).
 7. The primary target firm is Menzies, a public company incorporated in accordance with the laws of Scotland. Menzies is listed on the London Stock Exchange and no single firm or shareholder controls it. Menzies has several subsidiaries globally. In South Africa, Menzies (directly or indirectly) controls the following firms: Air Menzies International (Cape) (Pty) Ltd (dormant); Air Menzies International SA (Pty) Ltd; Menzies Aviation (Africa) (Pty) Ltd; Menzies Aviation (Handling) (Pty) Ltd (“Menzies Aviation Handling”); Menzies Aviation
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(South Africa) (Cargo) (Pty) Ltd; and Menzies Aviation (South Africa) (Pty) Ltd (“Menzies Aviation SA”).

8. Menzies does not have any HDP shareholding. However, Menzies operates through two subsidiaries in South Africa, namely Menzies Aviation SA and Menzies Aviation Handling, which both have HDP shareholders. Menzies Aviation SA is a Level 2 B-BBEE contributor and has a [CONFIDENTIAL]% HDP shareholding held by Mozicap Investments (Pty) Ltd, a 100% black-owned firm. Menzies Aviation SA also holds a [CONFIDENTIAL]% share in Menzies Aviation Handling, which is the entity that provides ground handling services in South Africa. Menzies Aviation Handling also has a direct HDP shareholding of [CONFIDENTIAL]%. Thus, Menzies Aviation Handling has an effective HDP shareholding of [CONFIDENTIAL]% based on the indirect HDP shareholding of [CONFIDENTIAL]% by Menzies Aviation SA (which itself is [CONFIDENTIAL]% black-owned) and a direct shareholding of [CONFIDENTIAL]%. Menzies and its subsidiaries will be referred to as the “Target Group”.
9. The Target Group is a global aviation services business providing ground handling, cargo handling, cargo forwarding and fuel services. The Target Group’s portfolio of services includes ground handling services, fuel services, air cargo services and executive services (airport lounges). Globally, the Target Group operates at more than 200 airports in 37 countries across the world and its customers include Air Canada, Air France-KLM, American Airlines, Cathay Pacific, Qantas Group and Qatar Airways, amongst others.
10. In South Africa, the Target Group provides ground handling services at the following ACSA Managed Airports through its South African subsidiaries: (i) OR Tambo International Airport (Johannesburg); Cape Town International Airport (Cape Town); (ii) King Shaka International Airport (Durban); (iii) Chief Dawid Stuurman International Airport (Gqeberha); (iv) King Phalo Airport (East London); (v) George Airport (George).

Areas of overlap

11. The Commission considered the activities of the merging parties and found that the proposed merger results in both a horizontal overlap and a vertical overlap.
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12. A horizontal overlap occurs in that the merging parties are both active in the provision of ground handling services at ACSA Managed Airports in relation to the following airports, (i) OR Tambo International Airport (Johannesburg); (ii) Cape Town International Airport (Cape Town); (iii) King Shaka International Airport (Durban); (iv) Chief Dawid Stuurman International Airport (Gqeberha); (v) King Phalo Airport (East London); and (vi) George Airport (George).
13. A vertical overlap occurs in that the merging parties lease certain ground handling equipment from one another in South Africa on an arm's length basis. In this regard, the Commission notes that ground handlers operating at ACSA Managed Airports have reciprocal ground support equipment leasing agreements in place with each other to ensure that ground handling services to airlines are not compromised due to a specific ground handler's equipment being unavailable due to breakdowns and unserviceable equipment. The Commission notes that these arrangements will continue, on an arm's length basis, after the implementation of the proposed merger. The vertical overlap is accordingly not discussed further.

Competition Assessment

14. The Commission notes that in order to provide ground handling services at ACSA Managed Airports, service providers need to apply for a licence from ACSA. Ground handlers are appointed by ACSA through a competitive tender process. Pursuant to a 2008 tender process and prior to the recent tender concluded in May 2022, ACSA had appointed three (3) ground handlers, NAS Colossal (part of the Acquiring Group), Menzies (Target Group) and Swissport. Customers (i.e., airlines) then have the option of selecting and contracting with any one of these licensed service providers.
15. The merging parties submitted market share estimates based on the total number of flights handled in 2021 by both parties in respect of the provision of ground handling services in the overlapping ACSA Managed Airports. The Commission notes that prior to the finalisation of the recent tender by ACSA, the merging parties' combined market share was between 20% and 60% at the individual airport level for all overlapping ACSA Managed Airports other than George and King Shaka international airports.
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16. The Commission notes that following the finalisation of the recent tender by ACSA in May 2022, the parties will have a 100% market share in the provision of ground handling services for the period 1 October 2022 to 1 October 2027, meaning that this is a merger to monopoly.
17. Given that this is a tender market where prices are determined at the bidding stage, the Commission assessed whether or not the parties will have the ability to increase prices for airlines post-merger. The Commission has also considered (i) the closeness of competition between the merging parties; (ii) barriers to entry; (iii) countervailing power; and (iv) the removal of an effective competitor in its unilateral effects assessment.
18. The Commission undertook a tender analysis in order to assess the closeness of competition between the merging parties. The Commission relied on bidding information provided by ACSA for the period 2008-2021. The analysis shows that since 2008, only three (3) ground handlers (i.e., Swissport, NAS Colossal [previously BidAir] and Menzies) participated and were appointed to provide ground handling services at ACSA airports.
19. As indicated earlier, ACSA has recently run a new tender process (finalised in May 2022) in order to award ground handling licences for the next 5 years. This process resulted in ACSA only granting two (2) licences for the provision of ground handling services at ACSA Managed Airports. These licences were awarded to the merging parties. The Commission thus assessed the effect of the proposed merger on the market in its current state where the merging parties are the only ACSA-appointed ground handlers.
20. A pricing analysis shows that the merging parties are close competitors. Therefore, the Commission found that the merger is likely to result in unilateral price effects in that the merging parties will be able to significantly raise their prices post-merger. This is in line with ACSA's submission that the proposed transaction may create price instability and possible operational inefficiencies in the market.
21. Regarding countervailing power, the proposed merger weakens the ability of customers to bargain against the merged entity and places the merged entity in a very strong negotiation position with airlines.
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22. The Commission also found that the main barrier to entry is the license requirements imposed by ACSA. This is due to the limited licences issued by ACSA at the airports as well as the limited space available at ACSA airports for additional ground handlers. More importantly, there is no indication of a new entrant in the market since 2008.
23. Considering the above, the Commission is of the view that the proposed merger is likely to substantially prevent or lessen competition as it significantly reduces competition in the market for the provision of ground handling services at ACSA Managed Airports. The Commission also received concerns from several third parties about the negative effect of the proposed merger on competition.
24. The merging parties did not provide any submissions on efficiencies.
25. To remedy the competition concerns resulting from the proposed merger, the merging parties proposed a divestiture remedy. This is discussed below.

Remedies

26. As a remedy to the competition concern likely to result from the proposed merger, the merging parties proposed that Agility (the Acquirer) will divest its [CONFIDENTIAL]% shareholding interest in NAS Colossal and that the businesses will be operated independently (a so-called “hold separate” arrangement) until the divestiture is implemented.
27. The Commission engaged with market participants who expressed concerns about the proposed remedy.
28. Colossal Africa’s concerns on the divestiture relate primarily to the long period proposed for the divestiture and the (in)adequacy of the governance measures proposed by the Acquiring Group in order to ensure that competitively sensitive information of NAS Colossal is not exchanged with Menzies. The governance concern arises because NAS (as a technical partner to Colossal Africa in NAS Colossal) currently has access to a
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significant amount of commercially and competitively sensitive information relating to the current and future business operations of NAS Colossal.

29. In this regard, Colossal Africa has requested the Commission to ensure that appropriate measures be put in place (e.g., for the Acquiring Group's directors to recuse themselves with immediate effect from any discussions, negotiations and decisions that relate to NAS Colossal's business as well as the signing of non-disclosure agreements) to avoid the sharing of its commercially and competitively sensitive information. Further, Colossal Africa requests the Commission to shorten the divestiture period to allow the divestiture to take place as quickly as possible.
30. Another third party also expressed concern that the proposed remedy will allow its direct (and only) competitor, Menzies, to have access to their competitively sensitive information. The third party also expressed a concern that the proposed divestiture (including the divestiture period) will jeopardise the ability of NAS Colossal to continue competing effectively and growing in the market, including the divestiture period.
31. The Commission engaged the merging parties with the view of reducing the divestiture period to a more reasonable timeframe. In response, the merging parties have agreed to a revised condition that specifies that shortens the first divestiture period.
32. Following further engagements with Colossal Africa, the Commission understood that Colossal Africa remains concerned about certain costs and processes that will accompany the divestiture. The merged entity has submitted that NAS Colossal is committed to reaching an agreement with the Colossal Africa/HDP shareholders on the valuation of the NAS Colossal stake and creating a fully empowered ground handling firm in South Africa.
33. Regarding the systems in place, and in order to ensure that the divestiture business remains an effective competitor, the Acquiring Group will provide agreed services to the divestiture business for a specified period post-merger.
34. Further, in line with their commitment to supporting NAS Colossal during the transitional period, Agility agreed to allow NAS Colossal to use the NAS brand for the duration of the divestiture period and for a period of 12 (twelve) months thereafter. In this regard, the
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merging parties confirmed that the NAS brand will not be used by the Target Group or its subsidiaries in South Africa. This will ensure that there is no confusion among NAS Colossal's key stakeholders (e.g., customers, employees, etc.) during the divestiture period.

35. Regarding the management of the merged entity, the Commission and the merging parties have agreed to a "hold separate" arrangement until the implementation of the sale of NAS's stake in NAS Colossal. Effectively, NAS Colossal and Menzies will not be integrated until the sale of NAS's stake in NAS Colossal has been implemented. This will ensure that NAS Colossal remains independent during the sensitive pre- and post-divestiture period until the implementation of the divestiture.
36. To address the concern regarding access to commercially sensitive information during the divestiture period, the merging parties have agreed that NAS shall remove any executive directors from the NAS Colossal board and will appoint directors who are not involved in commercial negotiations with airlines, within 5 days of the approval of the merger. The directors appointed to the board of NAS Colossal by the Acquiring Group will be subjected to a confidentiality regime that prevents them from sharing competitively sensitive information between the merger parties. The NAS appointees will be required to discharge their fiduciary duties in line with company law, which includes the requirement that they act in the best interests of NAS Colossal. In this regard, these directors will be required to sign confidentiality undertakings in their personal capacity, which obliges them not to disclose to Menzies, nor make use of, any confidential information gained through the performance of their duties in NAS Colossal for any other purpose.
37. Further, no director appointed by the Acquiring Group or by Agility to the board of NAS Colossal shall be appointed to serve as a director or be employed by Menzies for a period of [CONFIDENTIAL] months after the divestiture period. These measures will ensure that the ground handling businesses carried out by NAS Colossal and Menzies are managed in the ordinary course of business, with reasonable care and skill, pursuant to good business practices. Further, this would address any possible concern about the Acquiring Group's directors using information acquired during their appointment in NAS Colossal pre-merger. The Acquiring Group confirmed that the South African ground handling
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businesses have been operated separately to date and they have not exchanged any competitively sensitive information.

Public Interest considerations

Employment

38. The merging parties submit that there will be no retrenchments as a result of the proposed transaction. The Commission accepts the merger parties' submissions in this regard.

Effect on the greater spread of ownership

39. The Commission found that the proposed merger is unlikely to have any negative impact on the promotion of a greater spread of ownership. The parties confirmed that the Target Group will remain empowered post-merger.

Effect on the ability of SMMEs or (HDPs), to effectively enter into, participate or expand within the relevant

40. The Commission was concerned that the proposed merger has a negative impact on the ability of SMMEs or firms owned by HDPs to enter into, participate and or expand in the market post-merger. As indicated above, Colossal Africa is a 100% black-owned company, with a majority of black women shareholding. The proposed merger raises the risk of NAS Colossal losing its ACSA license for ground handling services if the sale of the business is not effected promptly.
41. In this regard, the merging parties have agreed to conditions that: (i) affirms the pre-emptive right of the BEE shareholders, (ii) allow the HDP shareholders staggered payment of the purchase price, (iii) ensures that the board composition of NAS Colossal during the divestiture period minimises the risks of anticompetitive information exchange, and (iv) that they will provide transitional support on operational matters until NAS Colossal can implement its own procedures to the satisfaction of ACSA. The HDP shareholders raised two additional concerns that may affect their ability to compete effectively with Agility post-merger, being the risk that the Acquiring Group may poach key staff members and may actively pursue the existing clients of NAS Colossal post-merger.
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42. *The merging parties have subsequently agreed to a condition that they will not during a specific period approach existing customers of NAS Colossal and agreed to a non-solicitation clause in respect of key personnel of NAS Colossal.*

Conclusion

43. The Commission found that the proposed merger is likely to result in a substantial lessening and/or prevention of competition in the market for the provision of ground handling services in South Africa. Further, the proposed merger raises public interest concerns as it will negatively impact the ability of NAS Colossal and its HDP shareholders to participate in or expand in the market post-merger.
44. However, the Commission is of the view that the conditions agreed with the merging parties will remedy the competition concerns and the public interest concerns likely to result from the proposed merger.
45. Considering the above, the Commission therefore approves the proposed transaction subject to the conditions set out in **Annexure A** hereto. The merging parties have agreed to the conditions.

ANNEXURE A

**GIL INTERNATIONAL HOLDINGS V LIMITED, A SUBSIDIARY OF AGILITY PUBLIC
WAREHOUSING COMPANY K.S.C.P**

AND

JOHN MENZIES PLC

CASE NUMBER 2022Apr0042

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. "**Act**" means the Competition Act, 89 of 1998 (as amended);

1.1.2. "**Acquiring Firm**" means GIL;

1.1.3. "**ACSA**" means Airports Company of South Africa SOC Limited;

1.1.4. "**Agility**" means Agility Public Warehousing Company K.S.C.P;

1.1.5. "**Approval Date**" means the date referred to in terms of Rule 38 (3)(c) of the Commission Rules;

1.1.6. "**Commission**" means the Competition Commission of South Africa;

1.1.7. "**Commission Rules**" means the Rules for the Conduct of Proceedings in the Commission;

1.1.8. "**Competitively Sensitive Information**" means competitively sensitive information and includes, but is not limited to, information relating to:

1.1.8.1. Pricing – including, but not limited to, prices/ discounts/ rebates offered to

specific clients and planned reductions or increases;

1.1.8.2. Margin information by service or client;

1.1.8.3. Cost information;

1.1.8.4. Information on specific clients and client strategy, including information with respect to the sales volumes of clients;

1.1.8.5. Marketing strategies;

1.1.8.6. Budgets and business plans; and

1.1.8.7. Agreements and other (non-standard) terms and conditions relating to the supply and distribution of the relevant product.

1.1.9. “**Conditions**” means the conditions set out in this Annexure A;

1.1.10. “**Customers**” means airlines who are customers of NAS Colossal in South Africa as at the Approval Date;

1.1.11. “**Day**” means any calendar day which is not a Saturday, Sunday or an official holiday in South Africa;

1.1.12. “**Divesting Entity**” means Agility;

1.1.13. “**Divestiture**” means the sale of the Divestiture Business by the Divesting Entity or the Divestiture Trustee to the Purchaser;

1.1.14. “**Divestiture Agreement**” means the agreement to be entered into between the Divesting Entity and the Purchaser, in terms of which the Purchaser agrees to purchase the Divestiture Business from the Divesting Entity. Implementation of the Divestiture Agreement is subject to, *inter alia*, completion of the Merger;

1.1.15. “**Divestiture Business**” means Agility’s shareholding in NAS Colossal or NAS Colossal’s South African ground handling business and assets;

1.1.16. “**Divestiture Trustee**” means one or more natural or legal person(s), independent of the Parties, who is appointed by the Merging Parties subject to the approval of the Commission, who shall, *inter alia*, have the exclusive mandate to sell the Divestiture Business following the expiry of the Merging Parties Divestiture Period;

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- 1.1.17. **"Existing Shareholders"** means [CONFIDENTIAL];
- 1.1.18. **"GIL"** means GIL International Holdings V Limited;
- 1.1.19. **"Implementation Date"** means the date on which the Merger is completed;
- 1.1.20. **"Key Personnel"** means executives and/or members of the management of NAS Colossal;
- 1.1.21. **"Mandate of the Divestiture Trustee"** means the duties of the Trustee as set out in **Annexure B**;
- 1.1.22. **"Menzies"** means John Menzies plc;
- 1.1.23. **"Merger"** means the proposed global transaction in which GIL will acquire control over Menzies, as notified to the Commission under case no. 2022Apr0042;
- 1.1.24. **"Merging Parties"** means GIL and Menzies;
- 1.1.25. **"Merging Parties Divestiture Period"** means the period of [CONFIDENTIAL] months from the Approval Date;
- 1.1.26. **"Monitoring Trustee"** means one or more natural or legal person(s), independent of the Parties, who is appointed by the Commission, who shall, *inter alia*, have the exclusive mandate to monitor the progress of the Merging Parties Divestiture, the Merging Parties compliance to the Conditions and provide regular reports to the Commission;
- 1.1.27. **"NAS Colossal"** means NAS Colossal Aviation Services Proprietary Limited;
- 1.1.28. **"NAS Brand"** means the brand "NAS" or any other name, group of letters, symbols, or combination thereof that include the name "NAS" as a significant part of the brand;
- 1.1.29. **"NAS Systems"** means [CONFIDENTIAL];
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1.1.30. "**NAS Trademark**" means [CONFIDENTIAL];

1.1.31. "**Purchaser**" means the acquirer of the Divestiture Business who shall be a firm that either:

1.1.31.1. is currently a shareholder in a ground handling business; or

1.1.31.2. any firm that has the necessary skills, expertise and capital required to take over the Divestiture Business, including with assistance from a suitable technical partner;

1.1.32. "**Purchase Closing**" means the transfer of the legal title to the Divestiture Business to the Purchaser;

1.1.33. "**Relevant Menzies South African Subsidiaries**" means:

1.1.33.1. [CONFIDENTIAL];

1.1.33.2. [CONFIDENTIAL]; and

1.1.33.3. [CONFIDENTIAL];

1.1.34. "**Shareholders Agreement**" means [CONFIDENTIAL];

1.1.35. "**South Africa**" means the Republic of South Africa;

1.1.36. "**Target Firm**" means Menzies;

1.1.37. "**Tender**" means the *Tender to Submit Proposals to be Issued a Licence to Provide Ground Handling Services at all Airports Company South Africa SOC Limited's Airports* (Tender Reference Number: COR6673/2021/RFP);

1.1.38. "**Tribunal**" means the Competition Tribunal of South Africa;

1.1.39. "**Trustee Divestiture Period**" means the period of [CONFIDENTIAL] months following the expiry of the Merging Parties Divestiture Period;

1.1.40. "**Trustee team**" means advisors, assistants and other personnel appointed by the Trustee to assist the Trustee in the execution of the Trustee's Mandate.

2. RECORDAL

- 2.1. On 14 April 2022, the Commission received notice of an intermediate merger involving a proposed global transaction in terms of which GIL, a subsidiary of Agility, intends to acquire control over Menzies.
- 2.2. Following its investigation of the impact of the Merger in South Africa, the Commission found that the Merger is likely to result in a substantial lessening and/or prevention of competition in respect of the provision of ground handling services in South Africa.
- 2.3. The Commission engaged with the Merging Parties to formulate a suitable remedy that would address the Commission's concerns in South Africa. The commitments include, *inter alia*, the disposal by the Merging Parties, acting through the relevant Divesting Entity, of the Divestiture Business.
- 2.4. The Merging Parties and the Commission have agreed to the Conditions.

3. MERGING PARTIES DIVESTITURE

- 3.1. The Existing Shareholders have a pre-emptive right in relation to the shareholding of [CONFIDENTIAL]% indirectly held by Agility [CONFIDENTIAL] in NAS Colossal [CONFIDENTIAL] and accordingly the Existing Shareholders shall dispose of the Divestiture Business to the Existing Shareholders during the first [CONFIDENTIAL] months of the Merging Parties Divestiture Period; or failing acceptance of such offer by the Existing Shareholders, [CONFIDENTIAL] shall dispose of the Divestiture Business to a Purchaser during the remaining [CONFIDENTIAL] months of the Merging Parties Divestiture Period [CONFIDENTIAL].
- 3.2. In the event that the Divestiture Business is sold to the Existing Shareholders, the purchase price shall be payable to NAS in such instalments as are acceptable to the Existing Shareholders, provided that the last instalment shall be payable by the Existing Shareholders to NAS no later than [CONFIDENTIAL] months after the date on which the sale agreement between NAS and the Existing Shareholders is concluded.
- 3.3. Agility shall inform the Commission:
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- 3.3.1. of the date on which the Merger is completed within 5 (five) Days of it becoming effective;
- 3.3.2. by the end of the first 2 months of the Merging Parties Divestiture Period, whether the Existing Shareholders are the proposed Purchaser(s) for the Divestiture Business.
- 3.4. If the Existing Shareholders elect not to exercise the pre-emptive right referred to in paragraph 3.1 of these Conditions, Agility shall obtain consent for the sale of the Divestiture Business to an entity/ies other than the Existing Shareholders from the board of directors of NAS Colossal, which consent shall not be unreasonably withheld.
- 3.5. In respect of any proposed Divestiture to be made during the Merging Parties Divestiture Period:
- 3.5.1. Agility shall, subject to any confidentiality restrictions or legal restrictions on Agility, submit, in writing, the name of any proposed Purchaser(s) together with any relevant documentation in respect of the proposed Purchaser(s) that the Commission may reasonably request, as well as a summary of the material terms of the proposed Divestiture Agreement for approval by the Commission, prior to concluding any such Divestiture Agreement with the proposed Purchaser(s);
- 3.5.2. Agility shall request that the proposed Purchaser(s) shall provide the Commission with an affidavit deposed to by a director or Chief Executive Officer of the proposed Purchaser(s) confirming the accuracy of all information provided by Agility to the Commission in terms of clause 3.5.1. relating to the proposed Purchaser and to the proposed Divestiture Agreement; and
- 3.5.3. in the event that the Divestiture meets the relevant financial thresholds, a merger notification will be submitted to the Commission in the requisite manner.

4. MERGING PARTIES OBLIGATIONS FROM APPROVAL DATE TO DIVESTITURE

- 4.1. From the Approval Date to the Purchase Closing, or until [CONFIDENTIAL] the Merging Parties shall ensure that the ground handling businesses carried out by each of NAS Colossal and the Relevant Menzies South African Subsidiaries are managed in the ordinary course of business, with reasonable care and skill, pursuant to good business
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practices and to ensure that these businesses are managed in the best interests of their respective ground handling businesses.

5. HOLD SEPARATE ARRANGEMENTS

5.1. The Merging Parties have confirmed to the Commission that to date, the South African ground handling businesses of NAS Colossal and the Relevant Menzies South African Subsidiaries have been operated separately and to date, no Competitively Sensitive Information has been shared between them.

5.2. From the Approval Date to the Purchase Closing, or until [CONFIDENTIAL]; the Merging Parties shall, subject to any terms or conditions agreed in the Divestiture Agreement, put in place hold-separate arrangements in respect of the Divestiture Business, so as to ensure that:

5.2.1. no Competitively Sensitive Information is shared between the businesses of the respective South African ground handling businesses of the Merging Parties except where strictly necessary to ensure the economic and competitive value of the businesses in accordance with good commercial practice or regulatory compliance and, in those circumstances, subject to appropriate non-disclosure arrangements to prevent inappropriate or disproportionate disclosure of competitively-sensitive information relating to the businesses.

5.2.2. within 5 days of the Approval Date, NAS shall remove the executive directors it has appointed to the board of NAS Colossal and appoint directors to the board of NAS Colossal who are not involved in commercial negotiation with airlines or pricing of ground handling services. The directors appointed to the NAS Colossal board of directors by Agility shall sign suitable confidentiality undertakings in their personal capacity, which obliges them not to disclose to the Relevant Menzies South African Subsidiaries or make use of any Competitively Sensitive Information gained through the performance of their duties for any other purpose, in line with clause 4.1 above.

5.2.3. the directors appointed by NAS to the board of NAS Colossal in accordance with clause 5.2.2 above shall not participate in any negotiations or discussions with new or existing airline customers of NAS Colossal, and shall recuse themselves

from any discussions or decisions by the NAS Colossal board of directors about:

5.2.3.1. NAS Colossal's ground handling agreements with existing or new airline customers; and

5.2.3.2. the strategy and positioning of NAS Colossal after the Merging Parties Divestiture Period.

5.2.4. no director appointed to the NAS Colossal board of directors by Agility shall be appointed to serve as a director or be employed by, any of the Relevant Menzies South African Subsidiaries for a period of [CONFIDENTIAL] months after the Divestiture.

5.2.5. there is no consolidation of the operations of the respective South African ground handling businesses of the Merging Parties.

5.3. NAS shall not communicate with any of NAS Colossal's employees or Customers during the Merging Parties Divestiture Period.

6. TECHNICAL AND OTHER TRANSITIONAL SUPPORT

6.1. For the duration of the Merging Parties Divestiture Period and for a period of [CONFIDENTIAL] months after the Divestiture, Agility shall provide to NAS Colossal, or cause to be provided, all such reasonable support, assistance and information as may be required by NAS Colossal to enable it to continue operating the NAS Colossal ground handling business in South Africa, to the extent that such support and assistance is consistent with the hold separate arrangements, and is requested by, and desirable to, NAS Colossal.

6.2. NAS Colossal shall have the right to use the NAS Brand and the NAS Trademark during the Merging Parties Divestiture Period and for a period of [CONFIDENTIAL] months after the Divestiture, at no cost.

6.3. During the Merging Parties Divestiture Period and for a period of [CONFIDENTIAL] months after the Divestiture, the Relevant Menzies Subsidiaries or any other newly incorporated Menzies subsidiary in South Africa shall not use the NAS Brand and the NAS Trademark in any business carried out in South Africa.

7. NAS COLOSSAL CUSTOMERS

7.1. For the duration of the Merging Parties Divestiture Period, Agility shall not to approach Customers of NAS Colossal in relation to the same scope of the work which is covered by the contracts which are in existence between NAS Colossal and those Customers as at the Approval Date. NAS Colossal shall, within 7 days of the Approval Date, provide the Commission with a list of Customers.

8. NON-SOLICITATION OF EMPLOYEES

8.1. The Merging Parties shall not solicit Key Personnel of NAS Colossal for a period of 6 months after the Merging Parties Divestiture Period.

9. APPOINTMENT AND FUNCTION OF THE MONITORING TRUSTEE

9.1. The Commission shall appoint the Monitoring Trustee within a reasonable time of the Approval Date (the **Appointment Date**).

9.2. The Monitoring Trustee shall be independent of the Merged Entity and the Merging Parties, possess the necessary qualifications to carry out his/her mandate and shall neither have, nor become exposed to, any conflict of interest (which shall be determined by the Commission, acting reasonably).

10. THE MANDATE OF MONITORING TRUSTEE

10.1. The Monitoring Trustee shall:

10.1.1. oversee the implementation of the Divestiture as contemplated by these Conditions and monitor the progress towards achieving the Divestiture by the Merging Parties during the Merging Parties Divestiture Period, and by the Trustee during the Trustee Divestiture Period (if applicable);

10.1.2. Monitor the merging parties' compliance with the Conditions (clauses 3, 4, 5, 6, 7, and 8) during the Merging Parties Divestiture Period, including compliance with the hold separate arrangements as set out in clause 5;

10.1.3. submit a report to the Commission once every two weeks during the Merging

Parties Divestiture Period and the Trustee Divestiture Period (if applicable), which describes:

- 10.1.3.1. the Merging Parties' compliance with clauses 3, 4, 5, 6, 7, and 8 of the Conditions;
 - 10.1.3.2. the Merging Parties' engagement with the Existing Shareholders in relation to the disposal of the Divestiture Business to the Existing Shareholders during the first 2 (two) months of the Merging Parties Divestiture Period (including any challenges experienced during this engagement); and
 - 10.1.3.3. engagements between the Merging Parties and any other Third-Party Purchaser, the progress made and any challenges experienced.
- 10.1.4. The Monitoring Trustee shall provide a copy of each such report to Agility, and a director of Agility shall confirm the accuracy thereof in an affidavit, which shall be submitted to the Commission within two (2) days of receipt of each such report from the Monitoring Trustee by Agility.
- 10.2. The Monitoring Trustee shall ensure that his/her reports are kept confidential and shall only disclose them to the Commission and Agility. Agility shall be entitled to file a confidentiality claim in terms of section 44 of the Competition Act in relation to each such report.
- 10.3. The Merging Parties shall promptly provide the Monitoring Trustee with all the relevant information and documents that he/she may require to enable him/her to discharge his/her mandate.
- 10.4. The Monitoring Trustee's mandate shall terminate upon the fulfilment of all of the Monitoring Trustee's obligations in terms of these Conditions, or as confirmed in writing by the Commission, whichever comes first.

11. TRUSTEE DIVESTITURE

- 11.1. If Agility fails to implement the Divestiture of the Divestiture Business within the Merging Parties Divestiture Period, the Trustee shall be entitled to dispose of the
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Divestiture Business within the Trustee Divestiture Period.

- 11.2. The Divestiture Trustee will have an exclusive mandate and a power of attorney to dispose of the Divestiture Business during the Trustee Divestiture Period at no minimum price.
- 11.3. Notwithstanding the provisions of clause 11.2 above, the Divestiture Trustee shall use all reasonable commercial endeavours to ensure that any disposal concluded in respect of the Divestiture shall be on the best achievable commercial terms.
- 11.4. Once a disposal has been concluded, Agility and the Purchaser must use their reasonable commercial endeavours to ensure that the disposal becomes unconditional and that it is implemented as soon as is practical after the expiry of the Trustee Divestiture Period. This requirement shall be included as a provision of the disposal.
- 11.5. The specific details of the Trustee Mandate are annexed hereto marked “**Annexure B**”.
- 11.6. Should the Divestiture Trustee fail to conclude a disposal in terms of clause 11.1 above, the Divestiture Trustee may apply to the Commission for a maximum of one (1) further period, which period shall not exceed 6 (six) months on good cause shown (such cause as may include the requirement for third party notifications or consents) to dispose of the Divestiture Business. The Commission’s consent to an extension may not be unreasonably withheld, delayed or conditioned.
- 11.7. In respect of any proposed Divestiture to be made during the Trustee Divestiture Period:
- 11.7.1. the Divestiture Trustees shall submit, in writing, the name of any proposed Purchaser(s) together with any relevant documentation in respect of the proposed Purchaser(s) that the Commission may reasonably request, as well as the terms of the proposed Divestiture Agreement for approval by the Commission, prior to concluding any Divestiture Agreement with the proposed Purchaser(s); and
- 11.7.2. the Divestiture Trustee shall require the proposed Purchaser(s) to provide the Commission with an affidavit deposed to by a director or Chief Executive Officer
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of the proposed Purchaser(s) confirming the accuracy of all information provided by the Divestiture Trustee to the Commission in terms of clause 11.7.1 relating to the proposed Purchaser and to the proposed Divestiture Agreement; and

11.7.3. in the event that the Divestiture meets the relevant financial thresholds, a merger notification will be submitted to the Commission in the requisite manner.

12. MONITORING

- 12.1. The Acquiring Firm shall inform the Commission of the Implementation Date within 5 (five) Days of it becoming effective.
 - 12.2. Each of the Merging Parties shall circulate a copy of the Conditions within 5 (five) Days of the Approval Date to their Employees and/or their employee representatives in South Africa, including relevant trade unions.
 - 12.3. As proof of compliance with clause 12.2, a director of the Acquiring Firm and the Target Firm in South Africa shall each, within 10 (ten) Days of circulating the Conditions, provide the Commission with an affidavit attesting to the circulation of the Conditions and attach a copy of the notice that was sent to the employees, the relevant trade unions and/or employee representatives.
 - 12.4. The Merging Parties shall provide a copy of the consent contemplated in paragraph 3.4 above to the Commission with 5 (five) days after securing the consent.
 - 12.5. The Acquiring Firm shall submit a report within one month of the Merging Parties Divestiture Period or the Trustee Divestiture Period (if applicable), setting out its compliance with clauses 3.1, 3.2 and 11.1 (if applicable) of the Conditions. This report shall be accompanied by an affidavit, attested to by a director of the Acquiring Firm in South Africa, confirming the accuracy of the report.
 - 12.6. The Acquiring Firm shall inform the Commission of the Purchase Closing within 5 (five) Days of it becoming effective.
 - 12.7. The Commission is entitled to request any additional information or documentation from the Merging Parties that the Commission considers relevant for the purposes of monitoring the Conditions.
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13. COMPLAINTS

- 13.1. 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 and Rule 37 of the Tribunal Rules.

14. THE APPOINTMENT OF THE DIVESTITURE TRUSTEE

- 14.1. If the Divestiture Business is not divested within the Merging Parties Divestiture Period, Agility shall, subject to the prior written approval of the Commission, appoint a Divestiture Trustee.
- 14.2. The Trustee shall be independent of the Merging Parties, shall possess the necessary qualifications to carry out his or her mandate (for example, but not limited to, an investment banker, consultant or auditor) and shall at the date of appointment not be exposed to a conflict of interest.
- 14.3. Agility shall propose a Trustee for the Commission's written approval within 15 (fifteen) Days of the expiry of the Merging Parties Divestiture Period.
- 14.4. The proposal shall contain sufficient information for the Commission to determine whether the proposed Trustee is suitable to execute the Trustee's Mandate **Annexure B** and shall include, *inter alia*, the proposed Trustee's contact details and employment history.
- 14.5. The Commission shall have the discretion to approve or reject the proposed Trustee in writing. Such approval shall not be unreasonably withheld. Should the Commission reject the proposed Trustee, the Commission must provide reasons explaining the rejection of the proposed Trustee.
- 14.6. Agility shall appoint the Divestiture Trustee within fifteen (15) Days of the Commission's approval of the proposed Trustee.
- 14.7. If the proposed Divestiture Trustee is rejected, Agility shall submit the names of at least two (2) more proposed Divestiture Trustees within ten (10) Days of being informed of the rejection.
- 14.8. If the Commission, acting reasonably and on good cause shown, rejects all further

proposed Trustees, the Commission shall nominate a Trustee, whom Agility shall appoint, or cause to be appointed, within ten (10) Days of being informed by the Commission of such Trustee's identity.

14.9. Agility shall pay the reasonable fees and expenses of the Divestiture Trustee and the Trustee team on the terms and conditions agreed upon in writing between Agility and the Trustee.

14.10. Agility shall provide the Divestiture Trustee with a comprehensive and duly executed power of attorney on the first day of the Trustee's appointment to enable the Trustee to give effect to the Divestiture.

14.11. A certified copy of the power of attorney shall be submitted to the Commission within ten (10) Days of the Trustee's appointment.

14.12. The power of attorney shall enable the Divestiture Trustee to perform actions, which the Divestiture Trustee considers strictly necessary or appropriate, including the power to appoint advisors and to execute the Trustee Mandate attached hereto.

14.13. The power of attorney granted to the Trustee shall expire on the earlier of the termination of the trustee mandate or the discharge of the Trustee.

15. THE ROLE OF THE DIVESTITURE TRUSTEE

15.1. The Divestiture Trustee shall have an exclusive mandate with the necessary power of attorney to cause a disposal in terms of clause 11.2 above in accordance with its mandate as set out in **Annexure B**.

15.2. Agility shall indemnify the Divestiture Trustee and the Trustee team and hold the Trustee and the Trustee team harmless against any liabilities arising directly from the performance of the Trustees' duties under the Trustee's Mandate, except to the extent that such liabilities result from or are increased as a result of, the fraud, fraudulent misrepresentation, wilful default, recklessness and/or negligence of the Trustee.

16. VARIATION AND TERMINATION

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

16.2. The Merging Parties may approach the Commission to vary, or if appropriate, terminate, the obligations in clause 3, clause 5, clause 12.5 and clause 12.6 in the event that:

16.2.1. [CONFIDENTIAL]; or

16.2.2. any order of court suspends the award of the licences as contemplated in the Tender.

17. GENERAL

17.1. All correspondence in relation to these Conditions shall be sent to mergerconditions@compcom.co.za.

ANNEXURE B

**GIL INTERNATIONAL HOLDINGS V LIMITED, A SUBSIDIARY OF AGILITY PUBLIC
WAREHOUSING COMPANY K.S.C.P**

AND

JOHN MENZIES PLC

CASE NUMBER 2022APR0042

DIVESTITURE TRUSTEE MANDATE

1. DUTIES OF THE DIVESTITURE TRUSTEE

- 1.1. The Divestiture Trustee shall dispose of the Divestiture Business in accordance with the provisions of **Annexure A** during the Trustee Divestiture Period.
- 1.2. The key objective of the appointed Divestiture Trustee is to ensure that he/she takes necessary steps to ensure the disposal of the Divestiture Business to a Purchaser(s) during the Trustee Divestiture Period who meet(s) the Commission's criteria in terms of **Annexure A**, should the sale of the Divestiture Business not be implemented during the Merging Parties Divestiture Period.
- 1.3. The Divestiture Trustee shall for the duration of the Trustee Divestiture Period or until termination of his/her Trustee Mandate, furnish the Commission with a report (i.e., every month) concerning his/her efforts to identify a suitable Purchaser(s) and the progress made in concluding the divestiture of the Divestiture Business within the Trustee Divestiture Period.
- 1.4. The Divestiture Trustee's duties set out above may not be extended or varied in any way by the Merging Parties, save with the express written consent of the Commission.

2. REPORTING OBLIGATIONS OF THE TRUSTEE

- 2.1. A detailed plan describing how the Divestiture Trustee intends to dispose of the Divestiture Business in accordance with the requirements set out in **Annexure A** will be drawn up by the Divestiture Trustee, in consultation with the Merging Parties, within 15 (fifteen) Days of the Trustee's appointment and copied to the Commission.
 - 2.2. Every month from the appointment of the Divestiture Trustee, the Divestiture Trustee shall submit a written progress report to the Commission, sending the Merging Parties a copy at the same time. This report shall be accompanied by a duly commissioned affidavit from a senior official of the Merging Parties attesting to the accuracy of the report.
 - 2.3. The report shall cover the Trustee's progress in the fulfillment of his or her obligations
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under the Trustee's Mandate.

3. ASSISTANCE BY THE MERGING PARTIES TO THE DIVESTITURE TRUSTEE

- 3.1. The Merging Parties shall provide to the Divestiture Trustee, or cause to be provided, all such reasonable assistance and information, as may be required by the Divestiture Trustee to enable him or her to carry out this mandate, by providing copies of all relevant documents and access to appropriate personnel.
- 3.2. The Merging Parties shall cover all of their own expenses arising from the provision of such assistance.
- 3.3. The Merging Parties shall provide the Commission, on receipt of a written request by the Commission, with an affidavit deposed to by a senior official of each of the Merging Parties confirming the accuracy of the information provided to the Divestiture Trustee.

4. DIVESTITURE PERIOD

- 4.1. For purposes of this Divestiture Trustee's Mandate, the Trustee Divestiture Period shall be the applicable time period specified in **Annexure A**.
- 4.2. In the event that the Merging Parties have not concluded the Divestiture within the Merging Parties Divestiture Period, then the Trustee shall execute his mandate in accordance with the power of attorney referred to in **Annexure A**.

5. CONFIDENTIALITY

- 5.1. The Divestiture Trustee's report and any other document generated by the Divestiture Trustee in relation to his/her mandate will be confidential and for the sole use of the Trustee, the Commission and GIL, Menzies or the Merging Parties (or the advisors of GIL, Menzies or the Merging Parties) and the relevant Divesting Entity.
 - 5.2. The Divestiture Trustee shall present the draft reports to the Merging Parties in advance of its submission of these reports to the Commission in order that the Merging Parties may review the factual content of the report and provide their comments.
 - 5.3. Any unresolved disagreement between the Divestiture Trustee and Merging Parties concerning the content of the draft report must be noted in the final report.
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6. ESTIMATED FEES AND EXPENSES

- 6.1. The Merging Parties shall pay the Divestiture Trustee reasonable fees and expenses, including any fees reasonably incurred as a direct result of any litigation concerning the enforcement of **Annexure A** except to the extent that such litigation results from the fraud, wilful default, recklessness and/or negligence of the Trustee. The Divestiture Trustee and the Merging Parties may, prior to or immediately following approval of the Trustee by the Commission, negotiate a reasonable rate of fees and expenses for the Trustee and in relation to the conduct of any litigation.

7. REPLACEMENT, DISCHARGE AND RE-APPOINTMENT OF THE DIVESTITURE TRUSTEE

- 7.1. The Commission may at any time, after consultation with the Divestiture Trustee, order the Merging Parties to remove the Divestiture Trustee, if the Trustee has not acted in accordance with the Trustee's Mandate.
- 7.2. The new Trustee shall be appointed in accordance with the procedure referred to in **Annexure A**.

8. TERMINATION OF THE MANDATE

- 8.1. The Divestiture Trustee's Mandate will automatically terminate upon completion by the Trustee of his or her obligations under this mandate subject to written confirmation from the Commission.

COMPETITION COMMISSION

NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:

AVERDA HOLDINGS LIMITED

AND

AVERDA SOUTH AFRICA (PTY) LTD

CASE NUMBER 2023FEB0001

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 February 2023, the Competition Commission ("Commission") received a notice of an intermediate merger whereby Averda Holdings Limited ("Averda Holdings"), intends to acquire **[CONFIDENTIAL]** % of the issued share capital of Averda South Africa (Pty) Ltd ("Averda SA"). Currently Averda Holdings has joint control in Averda SA as to **[CONFIDENTIAL]** %. Upon implementation of the proposed transaction, Averda Holdings will acquire 100% sole control of Averda SA.

Parties

2. The primary acquiring firm is Averda Holdings, a company incorporated in terms of the laws of the Republic South Africa ("South Africa"). Averda Holdings is controlled by **[CONFIDENTIAL]**.
3. The acquiring firm, Averda Holdings has an interest in Averda South Africa (Pty) Ltd ("Averda SA"), a company incorporated in terms of the laws of South Africa, as to **[CONFIDENTIAL]** % Averda SA is the target firm in terms of the proposed transaction.
4. Averda SA has interests in a number of firms in South Africa and also currently controls a number of dormant entities and entities under liquidation.

Activities

5. Averda Holdings is the holding company of Averda SA. The Acquiring Group's business activities generally include waste management, management of a landfill site, landfills, the disposal of hazardous waste, operating processing plants, industrial cleaning, pollution rehabilitation and a private investment firm.
 6. Averda SA forms part of the Acquiring Group.
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Competition analysis

7. The proposed transaction contemplates Averda Holdings' change of control from joint control to sole control. There will therefore be no change in the structure of the affected markets given that Averda Holdings currently already controls Averda SA.
8. The Commission is of the view that the proposed transaction is unlikely to substantially prevent or lessen competition in any market.

Public interest***Employment***

9. The merging parties submit that the proposed transaction will have no negative effect on employment in South Africa.
10. Apart from its interest in Averda SA, Averda Holdings does not conduct any other business in South Africa and therefore does not have any employees in South Africa.
11. The Commission has not uncovered any evidence which suggests that the transaction would have a negative effect on employment.

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

12. The merging parties submit that Averda SA has **[CONFIDENTIAL]**% HDP shareholding.
 13. The merging parties submit that as a result of the proposed transaction, the HDP shareholder will dispose of its shareholding in Averda SA. Averda Holdings is, however, in the process of seeking a new shareholder (owned by HDPs) to acquire **[CONFIDENTIAL]**% of the shares in Averda SA and expects to give effect to that transaction within **[CONFIDENTIAL]** months of implementation of this proposed transaction.
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(a) Engagements with the Department of Trade, Industry and Competition (DTIC)

14. The DTIC filed a Minister's Notice of Intention to Participate on 17 February 2023. The DTIC raised the following concerns:

14.1. The proposed transaction will result in an effective dilution of ownership by a HDP in the merged entity.

14.2. The acquiring firm's commitment to introduce a new HDP shareholder to hold **[CONFIDENTIAL]**% in the merged entity does not constitute meaningful promotion of a greater spread of ownership, or broad-based black economic empowerment (B-BBEE).

15. The DTIC is of the view that the proposed transaction should be approved subject to the following conditions:

15.1. commit to implement an employee share ownership programme/scheme (ESOP) of at least 10% in the target firm / merged entity, post implementation of the merger and in addition to the introduction of the new HDP shareholder, and

15.2. commit to implement specific initiatives to promote B-BBEE in South Africa.

(b) The merging parties' views

Viability of an Employee Share Ownership Programme (ESOP)

16. The merging parties submit that the imposition of an ESOP in the proposed transaction is inapt on the basis that:

16.1. An ESOP by its nature primarily requires the merged entity to be consistently profitable so that a consistent dividend (or any dividend for that matter) can feasibly be declared year on year.

16.2. Any potential ESOP may need to be debt financed, meaning that a portion of the dividend (if any) would therefore be channelled to service the applicable loan. This would mean that any employee members of a potential ESOP would receive an even smaller benefit, if a dividend was in fact declared.

16.3. The implementation of an ESOP will be an undue burden (without the corresponding benefits for workers).

Proposed Conditions

17. The merging parties are however willing to consider committing to the following as conditions to the proposed transaction:

17.1. The merging parties shall commit that, within a period of **[CONFIDENTIAL]** months following the implementation of the proposed transaction by the merging parties (Implementation Date), the acquiring firm, Averda Holdings, will conclude an agreement on mutually acceptable commercial terms, with one or more HDP purchasers to acquire a minority shareholding of **[CONFIDENTIAL]**% of the ordinary share capital in the target firm, Averda SA (HDP Transaction).

17.2. The merging parties shall commit that the target firm will achieve a B-BBEE rating of at least Level 3 which will be achieved by the target firm not only through the HDP Transaction but also through one or more of the following initiatives:

17.2.1. Appointment of one or more black women as executive directors to the board of Averda SA;

17.2.2. Appointment of one or more black women as non- executive directors to the board of Averda SA;

17.2.3. Appointments of black women to positions within the management structure of Averda SA;

17.2.4. The provision of bursaries for higher education to HDP Averda staff;

17.2.5. Creation of apprenticeships at Averda SA for HDPs;

17.2.6. Making contributions towards enterprise development interest free loans and towards supplier development interest free loans;

17.2.7. Allocation of procurement spend at Averda SA's recycling facility plant located at Rosslyn, Tshwane to black-owned exempt micro enterprises (EMEs) and qualifying small enterprises (QSEs); or

17.2.8. Payment of healthcare contribution on behalf of black employees earning below a certain threshold amount.

(c) *The Commission's views*

18. The Commission accepts the conditions offered by the merging parties.

19. There are no other public interest issues arising.

Conclusion

20. The Commission approves the proposed transaction subject to conditions set out in **Annexure A** herein.

ANNEXURE A

AVERDA HOLDINGS SA (PTY) LIMITED

AND

AVERDA SOUTH AFRICA (PTY) LIMITED

CASE NUMBER: 2023FEB0001

CONDITIONS

1. DEFINITIONS

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

- 1.1. **“Acquiring Firm”** means Averda Holdings SA (Pty) Limited;
- 1.2. **“Approval Date”** means the date referred to on the Competition Commission’s merger clearance certificate;
- 1.3. **“B-BBEE”** means broad-based black economic empowerment;
- 1.4. **“Commission”** means the Competition Commission of South Africa;
- 1.5. **“Conditions”** means the conditions set out herein;
- 1.6. **“Days”** means any calendar day which is not a Saturday, a Sunday, or an official public holiday in South Africa;
- 1.7. **“First Certificate”** has the meaning given to it in paragraph 2.3;
- 1.8. **“HDP”** means a historically disadvantaged person as defined in section 3(2) of the Competition Act;
- 1.9. **“HDP Transaction”** has the meaning given to it in paragraph 2.1;
- 1.10. **“Implementation Date”** means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
- 1.11. **“Merger”** means the acquisition by the Acquiring Firm through a number of inter-related steps of the remaining shares in Target Firm not already owned by Acquiring Firm;
- 1.12. **“Merging Parties”** means the Acquiring Firm and the Target Firm;
- 1.13. **“Second Anniversary Date”** means the second anniversary of the Implementation Date;
- 1.14. **“Target Firm”** means Averda South Africa (Pty) Limited; and
- 1.15. **“Tribunal”** means the Competition Tribunal of South Africa.

2. CONDITIONS TO THE APPROVAL OF THE MERGER

- 2.1. The Merging Parties shall commit that, within a period of **[CONFIDENTIAL]** months following the Implementation Date, the Acquiring Firm will conclude an agreement on mutually acceptable commercial terms, with one or more HDP purchasers to acquire a
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minority shareholding of **[CONFIDENTIAL]**% of the ordinary share capital in the Target Firm (**HDP Transaction**).

- 2.2. If, at the end of the **[CONFIDENTIAL]** month period mentioned in paragraph 2.1 above, the Acquiring Firm has not secured the participation of one or more HDP purchasers to collectively acquire a minority shareholding of **[CONFIDENTIAL]**% of the ordinary share capital in the Target Firm, then the Merging Parties shall engage with the Commission in order to extend such period with the written consent of the Commission, which written consent shall not be unreasonably withheld.
- 2.3. The Merging Parties shall commit that the Target Firm will achieve a B-BBEE rating of at least Level 3 in terms of the B-BBEE certificate to be provided in respect of the next B-BBEE audit to be carried out following the Second Anniversary Date (the “**First Certificate**”).
- 2.4. The Merging Parties commit that a B-BBEE rating of at least Level 3 shall be maintained by the Target Firm for a period of at least two years from receipt of the First Certificate.

3. MONITORING OF COMPLIANCE WITH THE CONDITIONS

- 3.1. The Acquiring Firm shall inform the Commission in writing of the Implementation Date within 10 (ten) Days of the Merger becoming effective.
 - 3.2. The Acquiring Firm shall submit a report to the Commission, within 10 (ten) Days of the conclusion of the agreement referred to in paragraph 2.1 above. This report shall be accompanied by an affidavit, attested to by a senior official of the Acquiring Firm confirming the accuracy of that report.
 - 3.3. The Acquiring Firm shall submit the Target Firm's B-BBEE certificate valid immediately prior to the Implementation Date, within 10 (ten) Days of the Merger becoming effective to the Commission.
 - 3.4. After that, The Acquiring Firm will submit, within 10 (ten) Days of its receipt, the Target Firm's then current B-BBEE certificate provided in respect of the first, second and third annual B-BBEE audit carried out following the Second Anniversary Date.
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4. BREACH

- 4.1. 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.

5. VARIATION

- 5.1. The Merging Parties and/or the Commission may at any time, on good cause shown, apply to the Tribunal for the waiver, relaxation, modification, variation and/or substitution of one or more of the Conditions. Should a dispute arise in relation to the variation of the conditions, the Merging Parties and/or the Commission may at any time, on good cause shown, apply to the Tribunal, for the conditions to be lifted, revised or amended.

6. GENERAL

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

COMPETITION COMMISSION**NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:**

A SCHOONIES TWEE PROPRIETARY LIMITED**AND****FPG HOLDINGS PROPRIETARY LIMITED IN RESPECT OF THE RENTAL ENTERPRISE KNOWN
AS STRAND SQUARE****CASE NUMBER: 2023MAY0044**

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:

43. On 19 May 2023, the Competition Commission ("the Commission") received notice of an intermediate merger whereby Schoonies Twee Proprietary Limited ("Schoonies Twee") intends to acquire the rental enterprise known as Strand Square ("Target Property") from FPG Holdings Proprietary Limited ("FPG Holdings"). Upon the implementation of the proposed merger, the Target Property will be controlled by Schoonies Twee.
 44. The primary acquiring firm is Schoonies Twee. Schoonies Twee is controlled by Schoonhoven Enterprises Proprietary Limited ("Schoonhoven Enterprises"). Schoonhoven Enterprises is ultimately controlled by the Schoonies Family Trust ("Schoonies Trust"). **[CONFIDENTIAL]**.
 45. Schoonies Twee does not control any firm. Schoonies Twee, Schoonies Trust, and the firms controlled by Schoonies Trust will hereinafter be referred to as (the "Acquiring Group"). The Acquiring Group does not have any shareholding held by HDPs.
 46. The Acquiring Group is a property holding company which owns and manages commercial, industrial, hospitality, residential and retail properties in the KwaZulu-Natal.
 47. The primary target firm is a rentable retail property known as Strand Square. The Target Property is controlled by FPG Holdings. The Target Property does not control any single firm.
 48. The merging parties indicate that **[CONFIDENTIAL]**% shareholding in FPG Holdings is held by HDPs. Thus, through FPG Holdings the Target Property has **[CONFIDENTIAL]**% shareholdings by HDPs.
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49. The Target Property is a neighbourhood centre situated at the corner of Mills and Fagan Streets, Strand, Cape Town, Western Cape comprising 5,942 m² of rentable retail space.

50. The Commission is of the view that the proposed transaction is unlikely to substantially prevent or lessen competition in any market.

51. The proposed transaction does not raise employment concerns.

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.

52. The Acquiring Group does not have any shareholding held by HDPs. The Target Property through FPG Holdings has [CONFIDENTIAL]% shareholding by HDPs. Thus, post-merger, the Target Property will no longer be controlled by a firm with shareholding held by HDPs.

53. To remedy the dilution, the Acquiring Group intends to enter into a contract for a duration of 3 (three) years with firms owned by HDPs relating to (i) the provision of cleaning services; (ii) security services; and (iii) maintenance services at the Target Property. The merging parties agreed to make these commitments conditions to the approval of the proposed merger (see "Annexure A").

54. In addition, the proposed transaction does not raise other public interest concerns.

Conclusion

55. In light of the above, the Commission approves the proposed merger with conditions. Conditions are attached hereto as "**Annexure A**".

ANNEXURE A**SCHOONIES TWEE PROPRIETARY LIMITED****AND****FPG HOLDINGS PROPRIETARY LIMITED IN RESPECT OF THE RENTAL ENTERPRISE
KNOWN AS STRAND SQUARE****CASE NUMBER: 2023MAY0044**

CONDITIONS

1. Definitions

The following terms have the meaning assigned to them below, and cognate expressions have corresponding meanings –

- 1.1. **“Acquiring Firm”** Schoonies Twee Proprietary Limited, a company incorporated in accordance with the laws of South Africa;
 - 1.2. **“Approval Date”** means the date on which the Commission issues a Clearance Certificate in terms of the Competition Act;
 - 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;
 - 1.4. **“Commissioner”** means the Competition Commissioner of South Africa, appointed in terms of section 22 of the Competition Act;
 - 1.5. **“Commission Rules”** means the Rules for the Conduct of Proceedings in the Commission issued in terms of section 21 of the Competition Act;
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- 1.6. **"Competition Act"** means the Competition Act No. 89 of 1998, as amended;
- 1.7. **"Conditions"** means these conditions;
- 1.8. **"Days"** means business days, being any day other than a Saturday, Sunday or official public holiday in South Africa;
- 1.9. **"HDPs"** means historically disadvantaged persons as contemplated in the Competition Act;
- 1.10. **"Implementation Date"** means the date, occurring after the Approval Date, on which the Merger is implemented by the Merger Parties;
- 1.11. **"Merger"** means the acquisition of sole control over the Target Property by the Acquiring Firm;
- 1.12. **"Merger Parties"** means the Acquiring Firm and the Target Firm;
- 1.13. **"SMME"** means small businesses and medium-sized businesses as described in the Competition Act;
- 1.14. **"Strand Square"** means the property located at the corner of Mills and Fagan Streets, Strand, Cape Town, Western Cape comprising 5,942 m² of rentable retail space. Strand Square is currently owned by FPG Holdings Proprietary Limited, a company incorporated in accordance with the laws of South Africa;
- 1.15. **"Service Providers"** means providers of cleaning, security, maintenance services, and other procurement of consumables and goods who have shareholders who are HDPs.
- 1.16. **"Target Property"** means Strand Square;
- 1.17. **"Tribunal"** means the Competition Tribunal of South Africa.

2. Conditions

HDP procurement spend

- 2.1. The Acquiring Firm undertakes to, within 12 months after the Implementation Date, enter into a 3 (three) year contract with companies which are owned and controlled by HDPs for cleaning, security, maintenance services, and other procurement of consumables and goods
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- at the Target Property. These contracts shall be subject to termination on one month's notice in the event of non-performance or other material breach of the contract. Any subsequent contract must be concluded with HDPs.
- 2.2. The Acquiring Firm commits to a procurement spend of a minimum of the following amounts in respect of each of the identified services to be provided by Service Providers:
- 2.2.1. cleaning costs of approximately R353,952.00 per annum;
 - 2.2.2. security costs of approximately R390,678.00 per annum; and
 - 2.2.3. repairs and maintenance costs of approximately R310,047.00 per annum.

3. Monitoring of compliance with conditions

- 3.1. The Acquiring Firm will notify the Commission of the Implementation Date of the Merger within 5 (five) business days of its occurrence.
- 3.2. The Acquiring Firm must facilitate the identification of Service Providers within 6 (six) Months following the Implementation Date.
- 3.3. The Acquiring Firm shall submit an affidavit on an annual basis to the Commission within 1 (one) month after the anniversary of the Implementation Date attesting to the compliance with these Conditions for a period of three years following the Implementation Date.
- 3.4. The Commission may request such additional information from the Acquiring Firm which the Commission from time to time regards as necessary for the monitoring of compliance with these Conditions.

4. Apparent breach

- 4.1. An apparent breach by the Acquiring Firm 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. Variation

- 5.1. The Acquiring Firm 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

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- 6.1. All correspondence in relation to the Conditions must be submitted to the following e-mail address: mergerconditions@compcom.co.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 TRANSPORT

NO. 4166

8 December 2023

**CONVENTION ON THE INTERNATIONAL RECOGNITION OF RIGHTS IN
AIRCRAFT ACT, 1993 (ACT No. 59 OF 1993)****FIFTH AMENDMENT OF THE MORTGAGING OF AIRCRAFT REGULATIONS, 2023****NOTICE FOR EXTENSION TO THE PUBLIC FOR THE SUBMISSION OF COMMENT AND
PRESENTATION ON THE FIFTH AMENDMENT OF THE MORTGAGING OF AIRCRAFT
REGULATIONS, 2023**

Please note that the closing date for the submission of written comments and presentation for the increase of fees in terms of the Fifth Amendment of the Mortgaging of Aircraft Regulations published in Government Gazette No. 49732 on 17 November 2023 is hereby extended to **17 January 2024**.

All interested persons are hereby invited to submit written comment to:

THE DIRECTOR OF CIVIL AVIATION

Attention: Mr Nhlanhla Jali

Private Bag x73
Halfway House
1685

or Hand deliver to:

Ikhaya Lokundiza
Building 16 Treur Close
Waterfall Park
Bekker Road
Midrand
1682

Email to:

JaliN@caa.co.za or
[to Mabasop@caa.co.za](mailto:Mabasop@caa.co.za)

DEPARTMENT OF WATER AND SANITATION**NO. 4167****8 December 2023****GENERAL AUTHORISATIONS IN TERMS OF SECTION 39 OF THE NATIONAL WATER ACT 36 OF 1998 FOR WATER USES AS DEFINED IN SECTION 21(c) OR SECTION 21(i)**

I, Dr Sean Phillips, in my capacity as Director-General of the Department of Water and Sanitation, and duly authorised in terms of section 63 of the National Water Act 36 of 1998, do hereby Generally Authorise all persons or any category of persons to use water in terms of section 39(1) of the National Water Act 36 of 1998, read together with section 21(c) or section 21(i); subject to the provisions contained in this Notice.

SIGNATURE: 

DATE: 26/11/2023

DIRECTOR-GENERAL OF THE DEPARTMENT OF WATER AND SANITATION

SCHEDULE**IMPEDING OR DIVERTING THE FLOW OF WATER IN A WATERCOURSE****[Section 21(c)]****Or****ALTERING THE BED, BANKS, COURSE OR CHARACTERISTICS OF A WATERCOURSE****[Section 21(i)]****Purpose of Authorisation**

1. This General Authorisation replaces the need for a water user to apply for a licence in terms of section 40 of the National Water Act 36 of 1998 (NWA), provided that the water use is within the limits and conditions of this General Authorisation.

Definitions

2. (1) In this Notice any word or expression to which a meaning has been assigned in the National Water Act 36 of 1998 shall have the meaning so assigned, with specific emphasis on the definitions for 'aquifer', 'borehole', 'estuary', 'instream habitat', 'person', 'pollution', 'resource quality', 'responsible authority', 'riparian habitat', 'waste', 'watercourse', 'water resource', and 'wetland', unless the context indicates otherwise.
 - (i) **"characteristics of a watercourse"** means the resource quality of a watercourse within the extent of a watercourse;
 - (ii) **"construction"** means any works undertaken to initiate or establish activities, site preparation including vegetation removal and ground levelling that may result in impeding or diverting or modifying resource quality;
 - (iii) **"department"** means the Department of Water and Sanitation ;
 - (iv) **"delineation of a wetland and riparian habitat"** means delineation of wetlands and riparian habitat according to the methodology as contained in the Department of Water Affairs and Forestry, 2008 publication: A Practical Field Procedure for Delineation of Wetlands and Riparian Areas or amended version;
 - (v) **"diverting"** means to, in any manner, cause the instream flow of water to be rerouted temporarily or permanently;
 - (vi) **"emergency incident"** means an unexpected, sudden and uncontrolled incident or accident in which a substance or activity:
 - (a) pollutes or has the potential to pollute a water resource, or
 - (b) has causes, or is likely to have, a detrimental effect on a water resource.
 - (vii) **"emergency situation"** means a situation that has arisen suddenly that poses an eminent and serious threat to the water resource, human life or property, including a disaster as defined in section 1 of the Disaster Management Act, 57 of 2002;
 - (viii) **"extent of a watercourse"** means:

- (a) The outer edge of the 1 in 100-year flood line or delineated riparian habitat, whichever is the greatest distance, measured from the middle of the watercourse of a river, spring, natural channel, dams and lakes; and
- (b) Wetlands (including pans): the delineated boundary (extent) of any wetland or pan.
- (ix) **“flow-altering”** means to, in any manner, alter the instream flow route, speed or quantity of water temporarily or permanently;
- (x) **“hazardous”** means any substance that contains organic or inorganic elements or compounds that may, owing to the inherent physical, chemical or toxicological characteristics of that substance, have a detrimental impact on health and the environment;
- (xi) **“impeding”** means to, in any manner, hinder or obstruct the instream flow of water temporarily or permanently;
- (xii) **“maintenance”** means any works undertaken to repair or partially replace or clean an existing structure so as to keep it in working order and so as to prevent it from having detrimental impacts on a watercourse, which works may result in low risk (according to risk matrix) disturbance or impeding or diverting or alteration of the flow of water in a watercourse; but will not result in changes to the design or size of the structure that will alter the function of the structure, and/or the hydrological functionality or integrity of the watercourse;
- (xiii) **“pans”** any depression collecting water or that is inward draining or a flow through system with flow contributions from surface water, groundwater or interflow or combinations thereof;
- (xiv) **“regulated area of a watercourse” means:**
 - (a) The outer edge of the 1 in 100-year flood line or delineated riparian habitat, whichever is the greatest distance, measured from the middle of the watercourse of a river, spring, natural channel, dams and lakes;
 - (b) In the absence of a determined 1 in 100-year flood line or riparian area as contemplated in (a) above the area within 100m distance from the edge of a watercourse where the edge of the watercourse (excluding flood plains) is the first identifiable annual bank fill flood bench (*subject to compliance to section 144 of the National Water Act 36 of 1998*);
 - (c) In respect of a wetland: a 500 m radius around the delineated boundary (extent) of any wetland (including pans);
- (xv) **“rehabilitation”** means the process of reinstating natural ecological driving forces within part or the whole of a degraded watercourse to recover former or desired ecosystem structure, function, biotic composition and associated ecosystem services;
- (xvi) **“reportable incident”** means any incident, including leakages or spillages, at or near any existing structure, or that occurs during or as a result of works performed at any structure, that cause or has the potential to have a detrimental effect on surface- and/or ground water resources, irrespective of the distance away from the resource that has become impacted or polluted, including potentially harmful effects to humans, any aquatic biota, or the resource quality, or that can cause potential damage to property, as well as any incident that can lead to or cause any contravention of any of the provisions of this Notice.
- (xvii) **“resource quality”** of a watercourse means the quality of all the aspects of a water resource including –
 - (a) the quantity, pattern, timing, water level and assurance of instream flow;
 - (b) the water quality, including the physical, chemical and biological characteristics of the water;
 - (c) the character and condition of the instream and riparian habitat; and
 - (d) the characteristics, condition and distribution of the aquatic biota;
- (xviii) **“responsible authority”** means any responsible person as delegated by the Minister in terms of

- the National Water Act 36 of 1998;
- (xix) “**river management plan**” means any river management plan or similar management plan developed for the purposes of river or storm water management or infrastructure management in any municipal/metropolitan area or described river section, river reach, entire river or sub quaternary catchment that considers the river in a catchment context and as approved by the Department;
 - (xx) “**the Act**” means the National Water Act 36 of 1998;
 - (xxi) “**water user**” means any person who intends to use water in terms of section 21 (c) or (i) of the Act and has the responsibility to comply with the provisions of this Notice.

Exclusion to this Notice

3. This Notice **does not** apply—

- (a) to the use of water in terms of section 21 (c) or (i) of the Act for the rehabilitation of a wetland as contemplated in General Authorisation 1198 published in Government Gazette 32805 dated 18 December 2009,
- (b) to the use of water in terms of section 21 (c) or (i) of the Act within the regulated area of a watercourse **where the Risk Class is Medium or High as determined by the Risk Matrix (Appendix A)**. This Risk Matrix must be completed by a suitably qualified SACNASP professional member;
- (c) in instances where an application must be made for a water use license for the authorisation of any other water use as defined in section 21 of the Act that may be associated with a new activity;
- (d) where storage of water results due to the impeding or diverting of flow or altering the bed, banks, course or characteristics of a watercourse;
- (e) to any section 21 (c) or (i) water use associated with construction/installation or maintenance of main or bulk sewerage pipelines, French drains, pipelines carrying hazardous materials. **Notwithstanding this requirement, conservancy tanks of not more than 1 (One) tank per hectare and internal sewerage reticulation in residential and mixed use developments including minor sewerage connections to main sewers are not excluded from this Notice provided that the maximum flow in the pipelines are below the 120 l/s threshold;**
- (f) to any section 21 (c) or (i) water use associated with construction of water- and wastewater treatment works including package plants and septic tanks;
- (g) to any section 21 (c) or (i) water use associated with any hazardous material within the regulated area of a watercourse; and
- (h) to any section 21 (c) or (i) water use associated with mining activities and associated infrastructure unless it falls within appendix D1 or D2.

*Notwithstanding the abovementioned exclusions, **Emergency incidents or accidents related to sewerage and hazardous material infrastructure or any of the abovementioned exclusions can be dealt with in terms of section 6 (vii) of this notice.***

Where the water use falls within paragraph 3 (b)-(h) a water use licence will be required.

Duration of Notice

- 4. This Notice is valid from the date that this notice comes into effect for a period of 20 (twenty) years unless—
 - (a) it is replaced or amended by another general authorisation; or
 - (b) the period is extended for a further period by Notice in the Gazette.

Area of applicability of Notice

5. This Notice applies throughout the Republic of South Africa to the use of water in terms of section 21 (c) or (i) within the regulated area of a watercourse as defined in this Notice.

To whom this Notice is applicable

Impeding or diverting the flow or altering the bed, banks, course or characteristics of a watercourse

6. (1) A person who –

- (a) owns or lawfully occupies property registered in the Deeds office as at the date of this Notice;
- (b) lawfully occupies or uses land that is not registered or surveyed; or
- (c) lawfully has access to land on which the use of water takes place;

May on that property or land –

- (i) exercise the section 21 (c) or (i) water use activities set out in **Appendix D1** without being subject to the requirement of a Risk Matrix assessment in terms of this notice and subject only to conditions (4) to (12) listed under section 7 of this Notice;
- (ii) All SOE's and other institutions specified in **Appendix D2** having lawful access to that property or land may on that property use water in terms of section 21(c) or (i) as specified under each of the relevant institution without being subject to a Risk Matrix assessment and subject only to conditions (4) to (12) listed under section 7 of this Notice.
- (iii) use water in terms of section 21(c) or (i) water uses if it has a low risk class as determined through the Risk Matrix (**Appendix A**). (*This Risk Matrix must be completed by a suitably qualified SACNASP professional member*).
- (iv) do maintenance work associated with their section 21(c) or (i) Existing Lawful Use that has a low risk class as determined through the Risk Matrix (**Appendix A**). (*This Risk Matrix must be completed by a suitably qualified SACNASP professional member*).
- (v) conduct rehabilitation of wetlands (read together with General Authorisation 1198 published in Government Gazette 32805 dated 18 December 2009) and/or rivers where such rehabilitation activities has a low risk class as determined through the Risk Matrix (**Appendix A**). (*This Risk Matrix must be completed by a suitably qualified SACNASP professional member*).
- (vi) conduct river and storm water management activities including maintenance of infrastructure as contained in a river management plan or similar management plan. **Appendix B** contains minimum requirements for such a plan to be approved by the relevant regional office or Catchment Management Agency (CMA). Once approved by the regional office or CMA these plans can be implemented in terms of this GA subject only to conditions (7) to (12) listed under section 7 of this Notice;
- (vii) conduct emergency work arising from an emergency situation and or incident associated with the persons' existing water use entitlement, provided that all work is executed and reported in the manner prescribed in the Emergency Protocol contained in **Appendix C** and subject only to conditions (7) to (12) listed under section 7 of this Notice.

In the instances referred to in section 6 (i) and (ii) herein, there is no requirement for compliance to all the conditions of this notice other than section 7(4)-(12) of this Notice.

In the abovementioned instances referred to in section 6 (vi) and (vii) herein, there is no requirement for compliance to all the conditions of this notices other than section 7(7)-(12) of this Notice.

(2) A water user who used water in terms of General Authorisation 1 and 2 to the Schedules of Government Notice 398 published in Government Gazette 26187 dated 26 March 2004, General Authorisation 1199 published in Government Gazette 32805 dated 18 December 2009, and General Authorisation 509 published in Government Gazette 40229 dated 26 August 2016 may, continue with such water use without the requirement of re-registering.

It is required that the following documents must be submitted as a minimum for the registration process:

- (a) Master Layout plan indicating all proposed activities in relation to delineated watercourses*
- (b) Relevant registration forms*
- (c) Completed Risk Matrix (Appendix A of this Notice) signed off by suitably qualified SACNASP professional member*
- (d) Any applicable information to substantiated assessment*

The following spread sheets and tools must be used during the Risk Assessment:

- 1 - A Practical Field Procedure for Delineation of Wetlands and Riparian Area (2008) which is available on the Department's website <http://www.dws.gov.za>, under section 21 (c) and (i) water use authorization.*
- 2 - The Risk Matrix (Excel Spreadsheet) and information regarding the method used in the Risk Matrix is contained in the Department of Water and Sanitation 2015 publication: Section 21 c and I water use Risk Assessment Protocol, which is available on the Department's website <http://www.dws.gov.za>, under section 21 (c) and (i) water use authorization, or as amended from time to time.*
- 3 - Guideline: Assessment of activities/developments affecting wetlands, which is available on the Department's website <http://www.dws.gov.za>, under section 21 (c) and (i) water use authorization.*
- 4 - Guideline for the determination of buffer zones for rivers, wetlands and estuaries, which is available on the Department's website <http://www.dws.gov.za>, under section 21 (c) and (i) water use authorization.*
- 5 - Wet-Health series and others.*

CONDITIONS FOR IMPEDING OR DIVERTING THE FLOW OF WATER OR ALTERING THE BED, BANKS, COURSE OR CHARACTERISTICS OF A WATERCOURSE IN TERMS OF THIS NOTICE

7. (1) The water user must ensure that:

- (a) Impeding or diverting the flow and/or altering the bed, banks, course or characteristics of a watercourse do not detrimentally affect the on-site and surrounding environment or other up-stream and down-stream water users, property, health and safety of the general public, or the resource quality.
- (b) The existing hydraulic, hydrologic, geomorphic and ecological functions of the watercourse in the vicinity of the structure is maintained or improved upon.
- (c) Upon written request of the responsible authority, the water user must implement any additional management measures and/or monitoring programmes that may be reasonably necessary to determine potential impacts on the water resource and/or management measures to address such impacts.

(2) Prior to the carrying out of any works, the water user must ensure that all persons entering on-site, including contractors and casual labourers, are made fully aware of the conditions and related management measures specified under section 7(1)-(12) of this Notice.

(3) The water user must ensure that –

- (a) any construction camp; storage of vehicles; any storage, washing and maintenance of equipment, and any storage of construction materials and/or chemicals; as well as any sanitation and waste management facilities,
- (i) is located outside the 1 in 100-year flood line or riparian habitat of a river, spring, lake or dam and or outside any drainage area feeding any delineated wetland or pan, and
- (ii) must be removed within 30 days after the completion of any works.

- (b) The water user must ensure that the selection of a site for establishing any impeding or diverting the flow or altering the bed, banks, course or characteristics of a watercourse works:
 - (i) is not located on a bend in the watercourse;
 - (ii) avoid high gradient areas, unstable slopes, actively eroding banks, interflow zones, springs, and seeps;
 - (iii) avoid and/or minimise realignment of the course of the watercourse;
 - (iv) minimise the footprint of the alteration, as well as the construction footprint so as to minimise the effect on the watercourse.
- (c) The water user must ensure that a maximum impact footprint around the works is established, clearly demarcated, that no vegetation is cleared or damaged beyond this demarcation, and that equipment and machinery is only operated within the delineated impact footprint.
- (d) The water user must ensure that measures are implemented to minimise the duration of disturbance and the footprint of the disturbance of the beds and banks of the watercourse.
- (e) The water user must ensure that measures are implemented to prevent the transfer of biota that is not indigenous to the environment at the site.
- (f) The water user must ensure that all works, including for emergency alterations and/or the rectification of incidents, start upstream and proceed in a downstream direction where feasible, to ensure minimal impact on the water resource.
- (g) The water user must ensure that all material excavated from the bed or banks of the watercourse are maintained in a usable and unpolluted state and stored at a clearly demarcated location until the works have been completed, upon which the excavated material must be backfilled to the locations from where it was taken (i.e. material taken from the bed must be returned to the bed, and material taken from the banks must be returned to the banks).
- (h) The water user must ensure that adequate erosion control measures are implemented at and near all alterations, including at existing structures and/or activities, with particular attention to erosion control at steep slopes and drainage lines.
- (i) The water user must ensure that alterations and/or hardened surfaces associated with such structures and/or works –
 - (i) are structurally stable;
 - (ii) do not induce sedimentation, erosion or flooding;
 - (iii) do not cause a detrimental change in the quantity, velocity, pattern, timing, water level and assurance of flow in a watercourse;
 - (iv) do not cause a detrimental change in the quality of water in the watercourse;
 - (v) do not cause a detrimental change in the stability or geomorphological structure of the watercourse; and
 - (vi) do not create nuisance condition, or health or safety hazards.
- (j) The water user must ensure that measures are implemented at alterations, including at existing structures and/or activities, to –
 - (i) prevent detrimental changes to the breeding, nesting and/or feeding patterns of aquatic biota, including migratory species;
 - (ii) allow for the free up- and downstream movement of aquatic biota, including migratory species; and
 - (iii) prevent a decline in the composition and diversity of the indigenous and endemic aquatic biota.

- (k) The water user must ensure that no substance or material that can potentially cause pollution of the water resource is being used in works, including for emergency alterations and/or the rectification of reportable incidents.
- (l) The water user must ensure that measures including storm water measures are implemented to prevent increased turbidity, sedimentation and detrimental chemical changes to the composition of the water resource as a result of carrying out the works, including for emergency alterations and/or the rectification of reportable incidents.
- (m) During the carrying out of any works, the water user must take dated photographs one week before, weekly during and weekly for 4 weeks after the completion of such works including for emergency structures and rectifications of reporting incidents. These photographs must be made available to the responsible authority, upon request.

Rehabilitation

- (4) (a) For rehabilitation as contemplated under paragraph 6(1)(v); the rehabilitation must be conducted in terms of a rehabilitation plan and implementation of the plan must be overseen by a suitably qualified SACNASP professional member or SACLAP professional. This includes rehabilitation being done for emergency alterations and/or the rectification of reportable incidents.
- (b) For all other construction or maintenance activities upon completion of the construction activities related to the water use—
 - (i) systematic rehabilitation must be undertaken to restore the watercourse to its condition prior to the commencement of the water use;
 - (ii) all disturbed areas must be re-vegetated with indigenous vegetation suitable to the area or according to a plant species plan;
 - (iii) active alien invasive plant control measures must be implemented to prevent invasion by exotic and alien vegetation within the disturbed area; and
 - (iv) *The Master Layout Plan as was used during the risk assessment must ensure "Design with nature" principles by excluding sensitive area, provide erosion protection, upkeep and maintenance of structures.*
- (c) Following the completion of any works, or during any annual inspection to determine the need for maintenance at any impeding or diverting structure, the water user must ensure that all disturbed areas are –
 - (i) cleared of construction debris and other blockages;
 - (ii) cleared of alien invasive vegetation;
 - (iii) reshaped to free-draining and non-erosive contours, and
 - (iv) re-vegetated with indigenous and endemic vegetation suitable to the area.
- (d) Upon completion of any works, the water user must ensure that the hydrological functionality and integrity of the watercourse, including its bed, banks, course (flow regime), riparian habitat and aquatic biota is equivalent to or exceeds that what existed before commencing with the works.

Monitoring and Reporting

- (5) (a) The water user must determine the in-stream baseline water quality for pH, EC, TSS, Turbidity, Temperature and Dissolved Oxygen ("DO") weekly for 1 month before commencement of the water use. This must include dated photographic records of all the sites. Thereafter in-stream water quality (same parameters) must be measured on a

weekly basis during construction both upstream and downstream from the activities and continue until baseline values have been achieved. Baseline water quality levels and other resource quality characteristics must be reached and be maintained after construction and rehabilitation.

- (b) The water user must ensure the establishment and implementation of a monitoring program as required to measure the impacts on the resource quality as mentioned in 7(3)a-m.
- (c) Upon the written request of the responsible authority the water user must:
 - (i) Ensure the establishment of any additional monitoring programmes or plan; and
 - (ii) Assess the water use measurements made in terms of this notice and submit the finding to the responsible authority for evaluation; and
 - (iii) Ensure environmental audits are conducted; and
 - (iv) Submit electronically as indicated under Record Keeping and Disclosure of Information under section 7(8) of this notice;
- (d) Upon completion of construction activities related to the water use, the water user must undertake an Environmental Audit by a suitably qualified person within 6 months of completion of the activities to ensure that the rehabilitation is stable. Should the Environmental Audit find that further remedial work is required to rectify any impacts it must be implemented.
- (e) Rehabilitation structures must be inspected monthly for the accumulation of debris, blockages, instabilities and erosion with concomitant remedial and maintenance actions until it is stable.
- (f) Copies of all designs, method statements, rehabilitation and monitoring plans and any other relevant reports as considered in the Risk Matrix, must be made available to the responsible authority as per section 141 of the Act as per request under paragraph (5)(c)iii.

Budgetary provisions

- (6) (a) The water user must ensure that there is a budget sufficient to complete, rehabilitate, monitor and maintain the water use as set out in this Notice.
- (b) The Department may at any stage of the process request proof of budgetary provisions.

Registration

- (7) (a) Subject to the provisions of this General Authorisation, a new water user must submit the relevant registration forms to the responsible authority.
- (b) **The responsible authority must provide confirmation of registration to the water user within 30 working days of the responsible authority being satisfied that the submission complies to all the requirements of this notice.**
- (c) On written receipt of a registration certificate/letter from the Department, the person will be regarded as a registered water user and can only then commence with the water use as contemplated in this Notice.
- (d) Upon change of ownership the successor in title must notify the region or CMA within 3 months to have the existing entitlement registered in his/her name.

NOTE: Registration Forms can be obtained from DWS Regional Offices or Catchment Management Agency office of the Department or from the Departmental website: <http://www.dws.gov.za> and EWULAs

Record-keeping and disclosure of information

- (8) (a) Subject to paragraph (5)(a) and (5)(c) above, the water user must, for at least the first five years, keep a written record of monitoring results and any other supporting documents related to the activity and its related risks and must be made available upon inspection or written request.
- (b) Water users are further required to register on www.dws.gov.za/dir_ws/wsmenu and upload all documents applicable to the full project lifecycle including baseline water quality data and monthly monitoring data against baseline as required in terms of paragraph (5) on the departmental Integrated Regulatory Information System (see information box below).

NOTE: The water user shall register on the Integrated Regulatory Information System on <http://ws.dwa.gov.za/IRIS.aspx>

Inspection

- (9) Any property in respect of which a water use has been registered in terms of this Notice is subject to inspection as contemplated in sections 124 and 125 of the Act.

Offences

- (10) A person who contravenes any provision of this authorisation is guilty of an offence as set out in section 151 (1) of the Act and is subject to the penalty set out in section 151(2) of the Act.

Compliance with this Notice, the Act, Regulations under the Act, and other laws

- (11) The responsibility for complying with the provisions of this authorisation is vested in the water user and not any other person or body.
- (12) This authorisation does not exempt a person who uses water from compliance with any provision of the Act unless stated otherwise in this Notice, or any other applicable law, regulation, ordinance or by-law.

APPENDIX A: RISK ASSESSMENT MATRIX (RAM) (Based on DWS 2015 publication: Section 21 (c) and (i) water use Risk Assessment Protocol). To be completed by a suitably qualified SACNASP professional member. Risk must be determined for the applicable phases as contained in the Risk Matrix.

THE LATEST OFFICIAL VERSION OF THE RISK ASSESSMENT MATRIX (RAM) EXCEL SPREADSHEET OF THE DEPARTMENT AT THE TIME OF DOING AN ASSESSMENT SHOULD BE USED TO DETERMINE THE RISKS POSED BY THE PROPOSED ACTIVITIES TO THE RESOURCE QUALITY OF THE TRIGGERING WATERCOURSE.

RISK ASSESSMENT MATRIX MUST BE CONDUCTED BY A SUITABLY QUALIFIED SACNASP PROFESSIONAL MEMBER AND HE/SHE MUST:

- 1) CONSIDER ALL RELEVANT PHASES OF PROPOSED ACTIVITIES (CONSTRUCTION AND OPERATIONAL PHASES AS MINIMUM);
- 2) CONSIDER RISKS TO RESOURCE QUALITY WITH THE PROPOSED CONTROL MEASURES (AS SPECIFIED) ASSUMED TO BE IN PLACE;
- 3) CONSIDER THE PRESENT ECOLOGICAL STATUS (PES) AND ECOLOGICAL IMPORTANCE AND SENSITIVITY (EIS) OF THE WATERCOURSE AS RECEPTOR OF RISKS POSED;
- 4) RATE POSITIVE IMPACTS/RISKS REDUCTION USING NEGATIVE IMPACT INTENSITY SCORES IN THE RAM;
- 5) INDICATE CONFIDENCE LEVEL OF SCORES PROVIDED IN THE LAST COLUMN AS A CATEGORY (LOW/MEDIUM/HIGH);

ON THE RAM EXCEL SPREADSHEET, ROWS THAT ARE NOT NEEDED CAN BE DELETED AND ADDITIONAL ROWS CAN BE ADDED MIF REQUIRED

Minimum information requirements for submission for registration:

- DWS application forms
- Master Layout Plan showing all infrastructure/activities in relation to delineated watercourses
- Watercourse delineation and assessment report
- Signed off Risk Matrix
- All other relevant information to assist DWS to make an informed decision

APPENDIX B: Aspects that must be addressed in any RIVER MANAGEMENT PLAN or Similar Management Plan as specified under paragraph 6 (1) (vi) of this Notice. (There is no requirement to comply with all the conditions of this notice for activities executed in terms of this plan except for section 7(7)-(12) which must be complied with).

River Management Plans for storm water and river management activities and maintenance management plans MUST:

Contain information on all the river and storm water management activities in terms of section 21(c) or (i) water uses of the Act with a section addressing all relevant supporting technical information used to ensure a LOW risk will be posed to the resource quality of the watercourses and that this management plan have been submitted to the relevant regional operations or Catchment Management Agency (CMA) office for APPROVAL. The report must include, but may not be limited to:

When developing a River Management Plan:

1. Identify River Management Plan domain, preferably from a whole-catchment perspective;
2. Identify an accountable, representative body that should take unbiased custodianship of the RMP and drive its implementation;
3. Identify key stakeholders;
4. Divide the river into useful management units;
5. Identify major drivers of river disturbance and instability – human and natural, and their primary and secondary effects;
6. Solicit input from stakeholders on their priorities and objectives;
7. Define best practice measures for rehabilitation and maintenance implementation;
8. Design a plan for ecological monitoring which is specifically linked to the stated objectives; and
9. Develop an implementation programme and review mechanism.

Report should contain supporting technical information used to ensure the low risk to resource quality like:

- a) Impact Assessment Report completed by an independent consultant;
- b) All the relevant specialist reports supporting the proposed mitigation measures;
 - Specialists Reports must address the level of modification/risk posed to resource quality ie: flow regime, water quality, geomorphological processes, habitat and biota of the watercourses and contain Present Ecological state (PES) and Ecological Importance and Sensitivity (EIS) data for relevant watercourses;
- c) Environmental management plan giving effect to all actions required to mitigate impacts (What, When, Who, Where and How);
- d) Best practices applicable to these activities, where applicable;
- e) Generic designs and method statements, where applicable;

- f) Norms and standards, where available;
- g) Maintenance plan for any work done;
- h) Monitoring programme that must include “present day” conditions to be used as base line values;
- i) Monitoring, auditing and reporting programme (reports must be send on request to the region or CMA); and;
- j) Internalized controls and auditing, where applicable.

PLEASE NOTE: Any activities outside the scope of the approved plan that is required for river – or storm water management (example: building of new gabion structures to stop bank erosion) must comply to all the provisions in **Section 6** of this notice.

APPENDIX C: EMERGENCY PROTOCOL as specified under paragraph 6 (1) (vii) of this Notice. (There is no requirement to comply to all the conditions of this notice for activities executed in terms of this protocol except for section 7(7)-(12) which must be complied to).

Purpose of the "Emergency Protocol"

The purpose of this protocol is to set out the process to be followed and actions to be taken by any person to provide assurance to the DWS in ensuring emergency incidents and situations can be responded to, while at the same time ensuring compliance to the requirements of the National Water Act. Failure to comply to these requirements will be dealt with in terms of section 19 or 20 of the National Water Act (NWA) (Act 36 of 1998).

The protocol relates to situations where any person or entity is required to immediately respond by taking necessary action to an emergency situation or incident. It is noted that this does not include routine or planned maintenance or to deal with poor project planning.

Emergency Protocol:

This "Emergency Protocol" spells out what protocol needs to be followed to remedy "emergency situations and incidents". In terms of Section 67 of the National Water Act "Dispensing with certain requirements of Act" the NWA states the following:

(1) In an emergency situation, or in cases of extreme urgency involving the safety of humans or property or the protection of a water resource or the environment, the Minister may

(a) dispense with the requirements of this Act relating to prior publication or to obtaining and considering public comment before any instrument contemplated in section 158(1) is made or issued;

(b) dispense with notice periods or time limits required by or under this Act;

(c) authorise a water management institution to dispense with

(i) the requirements of this Act relating to prior publication or to obtaining and considering public comment before any instrument is made or issued; and

(ii) notice periods or time limits required by or under this Act.

(2) Anything done under subsection (1)

(a) must be withdrawn or repealed within a maximum period of two years after the emergency situation or the urgency ceases to exist; and

(b) must be mentioned in the Minister's annual report to Parliament.

(3) *An incident is an event that requires immediate attention that might lead to potential disruption of service delivery.*

Examples include the following:

Replacement of stolen or vandalised or damaged underground cables or, overhead power lines, burst pipelines, flooded or damaged bridges and /or related infrastructure, the replacement of/ or repairs to damaged infrastructure.

Described below is the process to be followed and definitions.

Process to respond to an Emergency that has a water use implication in terms of section 21 water uses of the NWA. Upon successful completion of the project in compliance with the protocol described below the region/CMA can register the General Authorisation in terms of this Notice.

Definitions:

Emergency incident and situations as defined in this notice read together with section 20 and 67 of the NWA.

PROTOCOL TO BE FOLLOWED:

Any person that must attend to an emergency must notify the regional office or CMA about the emergency immediately within 24 hours (as in 1 below). Continuous liaison with the regional office or CMA must be done to keep them informed. All required documents related to planned activities must be submitted to the region or CMA within 14 days of the Emergency. A final report on all executed activities to deal with the emergency must be provided to the relevant region or CMA within 3 month after the date of the emergency occurring and must be drafted in accordance with the specified protocol in this document. Should the incident take place over a weekend or public holiday (outside DWS working hours), the reporting can be forwarded to regional office or CMA and receipt be followed-up on the day after the weekend or holiday.

- 1) **Relevant DWS regional office or CMA to be notified about the emergency incident or situation** (hereafter referred to as an Emergency) by means of an email and/or 24 hour hotline of DWS. The document emailed must as a minimum contain the following information:

- a. Date of occurrence of the emergency;
- b. Date at which any person became aware of the emergency;
- c. Nature of emergency;
- d. A motivation and definition of the emergency;
- e. Description, location and receiving environment sensitivity of the emergency;
- f. Description of short, medium and long term actions, environmental management and rehabilitation, and emergency plan required to be taken to respond to the emergency;
- g. Date(s) when the actions will be taken (or have taken place);

- h. Contract details of responsible persons.
- 2) The following is a list of the required information that must be submitted to the relevant regional office or CMA within 3 months following the Emergency response to enable the regional office or CMA to determine whether the activities qualifies for a GA in terms of this Notice or whether a *post facto* licence will be required.

Tabulated list of information required to be submitted within a maximum of 3 month after the occurrence of the "Emergency":

Table of Contents
List of Appendices
List of Maps
List of Tables
1. DESCRIPTION OF Emergency situation, location, date, etc.
1.1. Motivation that situation was an emergency
2. EMERGENCY RESPONSE PROGRAMME
3. METHODOLOGY FOLLOWED
4. ENVIRONMENTAL MANAGEMENT STRATEGY
4.1 Description of risks to resource quality and mitigation measures implemented to reduce risks (This report must be based on the Risk Matrix to be completed by SACNASP registered Professional).
4.2. Environmental Impact Management + rehabilitation plan (what, where, when, who, how)
4.3. Monitoring and Review Strategy
5. RESPONSIBILITIES AND PRESCRIBED OCCUPATIONS
6. DECLARATIONS
6.1. Design Engineer
6.2. Site Manager
6.3. Environmental Practitioner / Environmental Control Officer (contact person)
List of Appendices
APPENDIX A: Design/CONSTRUCTION DRAWINGS
APPENDIX B: ENVIRONMENTAL MANAGEMENT PLAN
List of Maps
Map 1: Site location
Map 2: Location of watercourses affected
Map 3: Master Layout Plan
List of Tables
Table 1: Schedule of Crossings
Table 2: Programme (Start and Completion dates)
Table 3: Risk Rating Matrix (Impacts and Significance Ratings)
Table 4: Mitigation Measures
Table 5: Rehabilitation Measures including Plant Species Plan where necessary

Table 4: Stormwater Management Plan
Table 6: Monitoring and Review Measures

Compliance to this Emergency Protocol does not absolve any person from complying with the requirements of any other laws and associated regulations.

APPENDIX D1: Activities listed that are generally authorized for any person subject only to compliance to conditions 7(7)-(12) of this Notice. (No requirement for a Risk Matrix Assessment)

Any person	ACTIVITY
Any person	Emergency river crossings for vehicles to gain access to livestock, crops or residences etc.
Any person	Construction of a single residential house and associated infrastructure (including sewer connections below 120l/s, conservancy tanks or French drains provided the sewerage disposal infrastructure is at least 100 m from any watercourse)
Any person	Maintenance to private roads and river crossings provided that footprint remains the same and the road is less than 4 m wide.
Any person	Erection of fences provided that the fence will not in any way impede or divert flow, or affect resource quality detrimentally in the short, medium to long term.
Any person	Construction of Renewable Energy Projects Solar and associated infrastructure like access road, battery storage area and grid infrastructure (excluding substations) provided that: It will not result in any direct impact/destruction on any watercourses and where the sewerage infrastructure is located more than 100m from any watercourse. <i>Where there will be any direct impacts/destruction of any watercourses the entire project must be subjected to a comprehensive Risk Matrix Assessment to determine the appropriate entitlement for the project. (Read together with General notice 665 of 6 Sept 2013 General Authorisation section 21 (e) or as amended).</i>
Any person	Mini-scale hydropower developments with a maximum capacity of 10kW – 300kW (Read together with General notice 665 of 6 Sept 2013 General Authorisation section 21 (e) or as amended). These hydropower plants will provide basic, non-grid electricity to rural communities and agricultural land and must in no way affect the flow regime, flow volume and/or water quality including temperature.
Any person	Construction or maintenance of floating jetties (temporary and permanent) and slipways. <i>Constructed jetties other than floating are excluded from this appendix and must be subjected to the Risk Matrix.</i>

APPENDIX D2: Activities listed that are generally authorized for institutions subject only to compliance to conditions 7(7)-(12) of this Notice. (No requirement for a Risk Matrix Assessment)

INSTITUTION	ACTIVITIES
ESKOM and other institutions	Construction of new overhead transmission and distribution power lines outside the active channel of a river and/or outside the extent of a wetland, and minor maintenance of roads, river crossings, towers and substations where footprint will remain the same. The maintenance or replacement of existing overhead and underground cables where it is done in terms of the Emergency Protocol. However, New underground cables and underground and overhead cables within the extent of a wetland must be subjected to the Risk Matrix and are therefore excluded from this appendix.
SANPARKS and provincial conservation agencies	Construction and maintenance of all pipe lines (including sewerage) below 500 mm in diameter.
SANRAL and other institutions	All maintenance of bridges and run-up road sections over rivers, streams and wetlands and construction of new bridges and run-up roads over non-perennial rivers done according to SANRAL Drainage Manual or similar norms and standards. <i>For these linear projects where any other part of the project constitute a section 21 (c) or (i) water use the Risk Matrix must be applied and could result in the entire project being authorised under one authorisation, either a GA or a WUL if "risks" are moderate or high, and are therefore excluded from this appendix. (Use of pipe culverts in any form for bridges or crossings is not permitted)</i>
TRANSNET	Maintenance of railway line crossings of watercourses which includes bridges, culverts and access roads as well as minor maintenance of bridges, culverts, access roads and pump stations where the footprint will remain the same. <i>For these linear projects where any other part of the linear project constitute a section 21 (c) or (i) water use the Risk Matrix must be applied and could result in the entire project being authorised under one authorisation, either a GA or a WUL if "risks" are moderate or high, and are therefore excluded from this appendix.</i>
Gautrain Management Agency	Maintenance of existing infrastructure and expansion to crossings of non-perennial rivers within the existing servitude. Bridges crossing any other watercourses must be subjected to a risk matrix to determine the appropriate entitlement. <i>For these linear projects where any other part of the project constitute a section 21 (c) or (i) water use the Risk Matrix must be applied and could result in the entire project being authorised under one authorisation, either a GA or a WUL if "risks" are moderate or high, and are therefore excluded from this appendix.</i>
TELKOM and all other communication companies	Installation of all cables where watercourses are crossed by Horizontal Directional Drilling or pipe jacking and/or conventional installation (trenching) of cables crossing rivers or passing through the regulated area of a wetland and/or pan but outside the extent of the wetland and/or pan. <i>However, conventional installation of cables through the extent of a wetland or pan must be subjected to the Risk Matrix and are excluded from this appendix.</i>

Water provision institutions	All maintenance of existing water pipelines and construction of new raw and drinking water pipe lines 1.5 meter diameter and smaller crossing non-perennial rivers and/or wetlands outside delineated wetland boundary or extent. <i>Pipelines crossing perennial rivers and wetlands or pans within the extent/boundary of wetlands or pan must be subjected to the Risk Matrix and could result in the entire project being authorised under one authorisation, either a GA or a WUL if "risks" are moderate or high and are therefore excluded from this appendix.</i>
Control of aquatic alien invasive species	1) When the control will be executed, monitored and reported in terms of a control plan as approved by the relevant regional office or CMA. 2) Release of approved biological control agents for alien invasive aquatic weeds.
Institutions	Emergency ventilation shafts outside a scientifically determined buffer of a watercourse for this purpose and rescue boreholes located outside the extent of any watercourse.

IMPORTANT NOTICE: Where infrastructure will be located inside the boundary of any wetland or pan it means that it cannot qualify for this Notice according to Appendix D2 but can still potentially qualify should the Risk Matrix indicate such.

GENERAL NOTICES • ALGEMENE KENNISGEWINGS

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT**NOTICE 2218 OF 2023****GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994)**

Notice is hereby given in terms of Section 11 (1) of the Restitution of Land Rights Act, 1994 (Act No. 22 of 1994) that a claim for the restitution of land rights on the following properties have been lodged with the Regional Land Claims Commissioner: KwaZulu-Natal and that the Commission on Restitution of Land Rights will further investigate the claim in terms of provisions of the Act in due course:

Property	:	Portion 17 of the farm Menteith No. 3328
Extent of property	:	19, 8907 hectares
Magisterial District	:	Klip River
Administrative District	:	KwaZulu-Natal
Current Title Deed No.	:	T13583/1981
Current Owner	:	Yunis Adam Abdulla
Bonds & Restrictive Conditions (Interdicts)	:	I-3328/1978LG
Claimant	:	Farouk Adam Abdulla
Date claim lodged	:	29 March 1996
Reference number	:	KRN6/2/2/E/17/0/0/82

Any party/parties who have an interest in the above-mentioned properties is hereby invited to submit, within **30 days** from the date of publication of this notice, any representations and/ or information which shall assist the Commissioner in proving or disproving this claim.

Should no information and/ or representations from the affected party/ parties be forthcoming within the stipulated period, the affected party/parties shall be *ipso facto* barred from further doing so and the Commission shall continue with the subsequent processes towards completion of the investigation.

Any comments and information should be submitted to:

The Regional Land Claims Commissioner: KwaZulu-Natal
Private Bag X9120
Pietermaritzburg 3200

Tel: (033) 355 - 8400
Fax: (033) 342 - 3409

Submissions may also be delivered to Second Floor, African Life Building, 200 Church Street, Pietermaritzburg.

LEBJANE MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER: KWAZULU NATAL
DATE:

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NOTICE 2219 OF 2023

GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994) AS AMENDED

Notice is hereby given in terms of the Court Order dated 25 August 2023 granted by the Land Claims Court of South Africa under case number LCC 74/2009 read together with a settlement agreement signed by the parties dated 11 August 2023, that the properties described in the schedule attached to this notice in respect of the land claim lodged by Inkosi Mziwenkosi Johannes Radebe, on behalf of the AmaHlubi Community located within Inkosi Langalibalele Local Municipality under Uthukela District Municipality in the Province of KwaZulu-Natal which were published in Government Gazette No. 30074 dated 20 July 2007, Notice No. 879 of 2007 under reference number KRN6/2/2/E/10/0/0/46 are with effect from 25 August 2023 no longer subject to the land claim published in the aforesaid notice and are hereby **WITHDRAWN** by the Regional Land Claims Commissioner.

LH MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER: KWAZULU NATAL
DATE:

SCHEDULE

NO.	PROPERTY DESCRIPTION	EXTENT	CURRENT TITLE DEED NO.	CURRENT OWNER	BONDS & RESTRICTIVE CONDITIONS (INTERDICTS)
1	Portion 1 of the farm Elysium No. 2029	147, 9506 ha	T30078/1990	Fortmann Bros Farming cc	None
2	Portion 1 of the farm Waay Plaats No. 5690	406, 9622 ha	T25882/1997	Ekuphumuleni Community Land Trust-Trustees	None
3	Remainder of Portion 3 of the farm Waay Plaats No. 5690	403, 5806 ha	T18427/1973 T5763/1963	Walter Gottfried Wilhelm Victor Driemeyer	BC4903/1990 B12424/2002 B20345/1985 B29061/1986 B38757/2005

NO.	PROPERTY DESCRIPTION	EXTENT	CURRENT TITLE DEED NO.	CURRENT OWNER	BONDS & RESTRICTIVE CONDITIONS (INTERDICTS)
4	Portion 8 of the farm Waay Plaats No. 5690	159, 3628 ha	T25882/1997	Ekuphumuleni Community Land Trust-Trustees	None
5	Portion 13 of the farm Waay Plaats No. 5690	167, 5400 ha	T74868/2003	Baphofu Robert Duma	B48797/2003
6	Remainder of Portion 14 of the farm Waay Plaats No. 5690	50, 3791 ha	T74868/2003	Baphofu Robert Duma	B48797/2003
7	Portion 15 of the farm Waay Plaats No. 5690	80, 9372 ha	T74868/2003	Baphofu Robert Duma	B48797/2003
8	Portion 7 of the farm Portington No. 12395	134, 6047 ha	T57616/2004	Iphangandlovu LRAD Project Communal Property Association	None
9	Remainder of Portion 1 of the farm Lubbock No. 4204	39, 5642 ha	T13011/1979	Republic of South Africa	None
10	Portion 3 of the farm Lubbock No. 4204	294, 0942 ha	T13011/1979	Republic of South Africa	None
11	Remainder of the farm Lot 6 Empangwene No. 5256	523, 1364 ha	T29896/1992	ELCSA Property Management Co	K1141/1988s VA3385/2004
12	Remainder of Portion 7 of the farm Greenford No. 2125	67, 0670 ha	T78170/2003	Midlands Game Skins cc	B51041/2003
13	Portion 8 of the farm Greenford No. 2125	3, 9906 ha	T13720/1978	Norman Anthony Arde	B13205/2005 B23820/1996 B29397/1989 B30742/1983
14	Portion 9 of the farm Greenford No. 2125	38, 7058 ha	T30078/1990	Fortmann Bros Farming cc	None
15	Remainder of Portion 11 of the farm Greenford No. 2125	60, 7029ha	T47460/1999	Naren Janki	VA2666/1999
16	Portion 12 of the farm Greenford No. 2125	49, 1263 ha	T26501/1998	Naren Janki	None
17	Remainder of Portion 13 of the farm Greenford No. 2125	135, 5698 ha	T2112/1980	Republic of South Africa	None
18	Portion 14 of the farm Greenford No. 2125	12, 2484 ha	T10254/1981	Republic of South Africa	None
19	Portion 15 of the farm Greenford No. 2125	107, 7815 ha	T51828/2004	Benedicte Jessie Arde	None
20	Portion 16 of the farm Greenford No. 2125	80, 9372 ha	T12231/1984	Dayanand Sewraj Lutchman	B16600/1984
21	Portion 17 of the farm Greenford No. 2125	60, 7029 ha	T15716/1979	Republic of South Africa	None
22	Portion 18 of the farm Greenford No. 2125	60, 7029 ha	T32037/1996	Premnath Beni and Pingla Rameser Beni	None
23	Remainder of the farm Paradise No. 15366	196, 1789 ha	T20988/1996	Rameethlal Janki	B23464/2006

NO.	PROPERTY DESCRIPTION	EXTENT	CURRENT TITLE DEED NO.	CURRENT OWNER	BONDS & RESTRICTIVE CONDITIONS (INTERDICTS)
24	The farm Retreat No. 7663	807, 3359 ha	T30965/1989	Fortmann Bros Farming cc	B13832/1997
25	The farm Pilgrims Rest No. 4933	428, 4714 ha	T24272/1995	Fortmann Bros Farming cc	None
26	The farm Ennersdale No. 15109	19, 0842 ha	T17739/1982	Gerald Tilbury	B10457/1996 B28063/1991 B3965/1994
27	The farm Klip Fontein No. 16049	1843, 1967 ha	T24590/1992	Klipfontein Farm Trust-Trustees	None
28	Remainder of the farm Klip Fontein No. 5688	631, 3290 ha	T9481/1978	Egon Jakob Bernhard Fortmann	None

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT**NOTICE 2220 OF 2023****GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994)**

Notice is hereby given in terms of Section 11 (1) of the Restitution of Land Rights Act, 1994 (Act No. 22 of 1994) that a claim for the restitution of land rights on the following properties have been lodged with the Regional Land Claims Commissioner: KwaZulu-Natal and that the Commission on Restitution of Land Rights will further investigate the claim in terms of provisions of the Act in due course:

Property	:	see attached schedule
Extent of property	:	see attached schedule
Magisterial District	:	Inkosi Langalibalele
Administrative District	:	KwaZulu-Natal
Current Title Deed No.	:	see attached schedule
Current Owner	:	see attached schedule
Bonds & Restrictive Conditions (Interdicts)	:	see attached schedule
Claimant	:	Inkosi Siphwe Mazibuko on behalf of Amangwe Tribe (Mphofana Community)
Date claim lodged	:	9 November 1998
Reference number	:	KRN6/2/2/E/3/0/0/18

Any party/parties who have an interest in the above-mentioned properties is hereby invited to submit, within 60 days from the date of publication of this notice, any representations and/ or information which shall assist the Commissioner in proving or disproving this claim.

Should no information and/ or representations from the affected party/ parties be forthcoming within the stipulated period, the affected party/parties shall be *ipso facto* barred from further doing so and the Commission shall continue with the subsequent processes towards completion of the investigation.

Any comments and information should be submitted to:

The Regional Land Claims Commissioner: KwaZulu-Natal
Private Bag X9120
Pietermaritzburg 3200

Tel: (033) 355 - 8400
Fax: (033) 342 - 3409

Submissions may also be delivered to Second Floor, African Life Building, 200 Church Street, Pietermaritzburg.

MR LH MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER: KWAZULU NATAL
DATE:

SCHEDULE

NO.	PROPERTY DESCRIPTION	EXTENT	CURRENT TITLE DEED NO.	CURRENT OWNER	BONDS & RESTRICTIVE CONDITIONS (INTERDICTS)
1	Heartsease 3291 FS, Portion 3	492.7478 ha	T1580/1999	Heartsease Trust - Trustees	
2	Heartsease 3291 FS, R/E of Portion 4	800 Dum		Sappi Southern Africa Limited	
3	Heartsease 3291 FS, R/E of Portion 5	194.9479 ha	T12457/1986	William Robert Doyle Gibbings Family Trust	
4	Heartsease 3291 FS, R/E of Portion 7	7.2983 ha	T12457/1986	William Robert Doyle Gibbings Family Trust	
5	Heartsease 3291 FS, R/E of Portion 8	4.9269 ha			
6	Heartsease 3291 FS, R/E of Portion 11	6484 SQM		Roman Catholic Church	
7	Heartsease 3291 FS, R/E of Portion 13	4169 SQM	T1147/1956	Moth- Durban	
8	Heartsease 3291 FS, R/E of Portion 16	20.2343 ha	T2249/2012	Dumazulu Kraal Proprietary Limited	
9	Heartsease 3291 FS, R/E of Portion 17	20.2353 ha	T19068/1973	Champagne Valley Resort Share Block Ltd	
10	Heartsease 3291 FS, R/E of Portion 19	146.8731 ha	T45723/2000	Ross Paul Bremner	
11	Heartsease 3291 FS, R/E of Portion 17	150 ha		Lemer Trust	
12	Heartsease 3291 FS, R/E of Portion 24	1 h	T2675/2014	Ross Susan	
13	R/E of Maatschapij 9041 FS	416.4752 ha	T35796/2001	Wonder Valley Resort CC	
14	Maatschapij 9041 FS, R/E of Portion 1	231.9651 ha	T4717/1993	Lost Valley CC	
15	Maatschapij 9041 FS, Portion 2	10.8465 ha	T7770/1982	RSA	
16	R/E of Diedlof 9535 FS	197.6759 ha	T35796/2001	Wonder Valley Resort CC	
17	R/E of Wostijn 9959 FS	199.4985ha	T7420/2004	Alpha Trust - Trustees	
18	Wostijn 9959 FS Portion 4	1.9673 ha		Steere Annette Helena	
19	Wostijn 9959 FS R/E Portion 7	3.9259 ha		Roux Annie Le	
20	Wostijn 9959 FS Portion 8	3.9261 ha	T24610/1990	Sonnevanck CC	
21	Wostijn 9959 FS Portion 8	28.2946 ha		P&H Berg Prop Pty Ltd	
22	Wostijn 9959 FS R/E of Portion 10	2.0234 ha	T17615/1990	Stead Berg Trust - Trustees	
23	Wostijn 9959 FS Portion 11	2.0234 ha	T4185/1982	Stead Colin Wainman	
24	Wostijn 9959 FS Portion 12	8829 SQM	T17615/1990	Stead Berg Trust - Trustees	

NO.	PROPERTY DESCRIPTION	EXTENT	CURRENT TITLE DEED NO.	CURRENT OWNER	BONDS & RESTRICTIVE CONDITIONS (INTERDICTS)
25	Wostijn 9959 FS Portion 13	6.1399 ha	T8509/1976	Carter Denise Madeleine	
26	Wostijn 9959 FS Portion 14	3.1438 ha	T24/1982	Drakensberg Capital of Age of Enlightenment Pty Ltd	
27	Wostijn 9959 FS Portion 15	5.7398 ha	T30730/2018	Eruditi Proprietary Limited	
28	Wostijn 9959 FS Portion 16	8.1090 ha	T28568/1995	Layton Roger David	
29	Wostijn 9959 FS Portion 17	2.7645 ha		Rohrs Roland Frans	
30	Wostijn 9959 FS Portion 18	28.5150 ha		Alpha Trust- Trustees	
31	Wostijn 9959 FS Portion 19	21.7358 ha		Alpha Trust- Trustees	
32	Wostijn 9959 FS Portion 20	6.1471 ha		Vickers Dawn Shirley	
33	Wostijn 9959 FS Portion 21	1.9849 ha		Ernst Eduard	
34	Wostijn 9959 FS Portion 22	4.6749 ha		Leslie Douglas John	
35	Wostijn 9959 FS Portion 23	13.2268 ha		Quahlamba Pty Ltd	
36	Wostijn 9959 FS Portion 24	8.8589 ha		Niyati Valley Proprietary Limited	
37	Wostijn 9959 FS Portion 26	5.5839 ha		Hood Cedric John	
38	Wostijn 9959 FS Portion 27	4.1852 ha		Leggitt Daryl Glen	
39	Wostijn 9959 FS Portion 28	9.1681 ha		Lebohile Construction Proprietary Limited	
40	Wostijn 9959 FS Portion 29	9.0514 ha		Harlequin Duck Properties 90 Pty Ltd	
41	Wostijn 9959 FS Portion 30	20.3935 ha		P&H Berg Prop Pty Ltd	
42	Wostijn 9959 FS Portion 33	16.5505 ha	T20246/1981	National Government of the Republic of South Africa	
43	Wostijn 9959 FS Portion 36	31.8382 ha	T24148/1984	National Government of the Republic of South Africa	

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT**NOTICE 2221 OF 2023****GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994)**

Notice is hereby given in terms of Section 11 (1) of the Restitution of Land Rights Act, 1994 (Act No. 22 of 1994) that a claim for the restitution of land rights on the following properties have been lodged with the Regional Land Claims Commissioner: KwaZulu-Natal and that the Commission on Restitution of Land Rights will further investigate the claim in terms of provisions of the Act in due course:

Property	:	Erf 3230 Queensburgh
Extent of property	:	0, 1230 hectares
Magisterial District	:	eThekwini
Administrative District	:	KwaZulu-Natal
Claimant	:	Sewraj Hariparsad on behalf of the Hariparsad Family
Date claim lodged	:	31 December 1998
Reference number	:	KRN6/2/3/E/39/812/1925/3

Any party/parties who have an interest in the above-mentioned properties is hereby invited to submit, within **30 days** from the date of publication of this notice, any representations and/ or information which shall assist the Commissioner in proving or disproving this claim.

Should no information and/ or representations from the affected party/ parties be forthcoming within the stipulated period, the affected party/parties shall be *ipso facto* barred from further doing so and the Commission shall continue with the subsequent processes towards completion of the investigation.

Any comments and information should be submitted to:

The Regional Land Claims Commissioner: KwaZulu-Natal
Private Bag X9120
Pietermaritzburg 3200

Tel: (033) 355 - 8400
Fax: (033) 342 - 3409

Submissions may also be delivered to Second Floor, African Life Building, 200 Church Street, Pietermaritzburg.

LEBJANE MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER: KWAZULU NATAL
DATE:

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NOTICE 2222 OF 2023

GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994)

Notice is hereby given in terms of Section 11 (1) of the Restitution of Land Rights Act, 1994 (Act No. 22 of 1994) that a claim for the restitution of land rights on the following properties have been lodged with the Regional Land Claims Commissioner: KwaZulu-Natal and that the Commission on Restitution of Land Rights will further investigate the claim in terms of provisions of the Act in due course:

Property	:	A portion of Portion 6 (Remaining Extent) of the farm Vaalbank No. 224
Extent of property	:	8, 4500 hectares
Magisterial District	:	Vryheid
Administrative District	:	KwaZulu-Natal
Current Title Deed No.	:	T645/2010
Current Owner	:	Younus Desai
Bonds & Restrictive Conditions (Interdicts)	:	None
Claimant	:	Mczeni Mbatha
Date claim lodged	:	21 December 1998
Reference number	:	KRN6/2/2/E/50/0/0/254A

Any party/parties who have an interest in the above-mentioned properties is hereby invited to submit, within **30 days** from the date of publication of this notice, any representations and/ or information which shall assist the Commissioner in proving or disproving this claim.

Should no information and/ or representations from the affected party/ parties be forthcoming within the stipulated period, the affected party/parties shall be *ipso facto* barred from further doing so and the Commission shall continue with the subsequent processes towards completion of the investigation.

Any comments and information should be submitted to:

The Regional Land Claims Commissioner: KwaZulu-Natal
Private Bag X9120
Pietermaritzburg 3200

Tel: (033) 355 - 8400
Fax: (033) 342 - 3409

Submissions may also be delivered to Second Floor, African Life Building, 200 Church Street, Pietermaritzburg.

LEBJANE MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER: KWAZULU NATAL
DATE:

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT**NOTICE 2223 OF 2023****GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994)**

Notice is hereby given in terms of Section 11 (1) of the Restitution of Land Rights Act, 1994 (Act No. 22 of 1994) that a claim for the restitution of land rights on the following properties have been lodged with the Regional Land Claims Commissioner: KwaZulu-Natal and that the Commission on Restitution of Land Rights will further investigate the claim in terms of provisions of the Act in due course:

Property	:	A part of Portion 0 of the farm Tavistock No. 11691
Extent of property	:	19, 2750 hectares
Magisterial District	:	Impendle
Administrative District:	:	KwaZulu-Natal
Current Title Deed No.	:	1. T10008/1952 2. T246/2013
Current Owner	:	1. Provincial Government of the Province of Kwazulu-Natal 2. Provincial Government of the Province of Kwazulu-Natal
Bonds & Restrictive Conditions (Interdicts)	:	None
Claimant	:	Zazi Memela on behalf of the Memela Family
Date claim lodged	:	6 November 1998
Reference number	:	KRN6/2/2/E/13/0/0/8

Any party/parties who have an interest in the above-mentioned properties is hereby invited to submit, within **30 days** from the date of publication of this notice, any representations and/ or information which shall assist the Commissioner in proving or disproving this claim.

Should no information and/ or representations from the affected party/ parties be forthcoming within the stipulated period, the affected party/parties shall be *ipso facto* barred from further doing so and the Commission shall continue with the subsequent processes towards completion of the investigation.

Any comments and information should be submitted to:

The Regional Land Claims Commissioner: KwaZulu-Natal
Private Bag X9120
Pietermaritzburg 3200

Tel: (033) 355 - 8400
Fax: (033) 342 - 3409

Submissions may also be delivered to Second Floor, African Life Building, 200 Church Street, Pietermaritzburg.

LEBJANE MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER: KWAZULU NATAL
DATE:

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NOTICE 2224 OF 2023

GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994)

Notice is hereby given in terms of Section 11 (1) of the Restitution of Land Rights Act, 1994 (Act No. 22 of 1994) that a claim for the restitution of land rights on the following properties have been lodged with the Regional Land Claims Commissioner: KwaZulu-Natal and that the Commission on Restitution of Land Rights will further investigate the claim in terms of provisions of the Act in due course:

Property	:	Portion 0 (remaining extent) of the farm Bezweni No. 18223, commonly known as Mbizweni-Nyenyenzi No. 9 Mfulamhle Location
Extent of property	:	1605, 4536 hectares
Magisterial District	:	Mount Currie
Administrative District	:	KwaZulu-Natal
Current Title Deed No.	:	TF4940/1996UMT
Current Owner	:	Government of Transkei
Bonds & Restrictive Conditions (Interdicts)	:	VA85/2017
Claimant	:	Johannes Mbekelwa Dzanibe on behalf of the Mfulamhle Community
Date claim lodged	:	17 July 1995
Reference number	:	KRN6/2/2/E/25/0/0/99

Any party/parties who have an interest in the above-mentioned properties is hereby invited to submit, within **30 days** from the date of publication of this notice, any representations and/ or information which shall assist the Commissioner in proving or disproving this claim.

Should no information and/ or representations from the affected party/ parties be forthcoming within the stipulated period, the affected party/parties shall be *ipso facto* barred from further doing so and the Commission shall continue with the subsequent processes towards completion of the investigation.

Any comments and information should be submitted to:

The Regional Land Claims Commissioner: KwaZulu-Natal
Private Bag X9120
Pietermaritzburg 3200

Tel: (033) 355 - 8400
Fax: (033) 342 - 3409

Submissions may also be delivered to Second Floor, African Life Building, 200 Church Street, Pietermaritzburg.

LEBJANE MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER: KWAZULU NATAL
DATE:

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NOTICE 2225 OF 2023

GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994)

Notice is hereby given in terms of Section 11 (1) of the Restitution of Land Rights Act, 1994 (Act No. 22 of 1994) that a claim for the restitution of land rights on the following properties have been lodged with the Regional Land Claims Commissioner: KwaZulu-Natal and that the Commission on Restitution of Land Rights will further investigate the claim in terms of provisions of the Act in due course:

Property	:	A portion of Portion 0 of the farm Fuleni Reserve No. 14375
Extent of property	:	91, 5052 hectares
Magisterial District	:	Lower Umfolozi
Administrative District	:	KwaZulu-Natal
Current Title Deed No.	:	G26/1962
Current Owner	:	Ingonyama Trust-Trustees
Bonds & Restrictive Conditions (Interdicts)	:	K3307/2000s; K4346/2021s; VA1762/1999
Claimant	:	Muqamuiseni Kenneth Mthethwa on behalf of the Mthethwa Family
Date claim lodged	:	8 December 1998
Reference number	:	KRN6/2/2/E/21/0/0/56

Any party/parties who have an interest in the above-mentioned properties is hereby invited to submit, within **30 days** from the date of publication of this notice, any representations and/ or information which shall assist the Commissioner in proving or disproving this claim.

Should no information and/ or representations from the affected party/ parties be forthcoming within the stipulated period, the affected party/parties shall be *ipso facto* barred from further doing so and the Commission shall continue with the subsequent processes towards completion of the investigation.

Any comments and information should be submitted to:

The Regional Land Claims Commissioner: KwaZulu-Natal
Private Bag X9120
Pietermaritzburg 3200

Tel: (033) 355 - 8400
Fax: (033) 342 - 3409

Submissions may also be delivered to Second Floor, African Life Building, 200 Church Street, Pietermaritzburg.

LEBJANE MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER: KWAZULU NATAL
DATE:

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NOTICE 2226 OF 2023

GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994)

Notice is hereby given in terms of Section 11 (1) of the Restitution of Land Rights Act, 1994 (Act No. 22 of 1994) that a claim for the restitution of land rights on the following properties have been lodged with the Regional Land Claims Commissioner: KwaZulu-Natal and that the Commission on Restitution of Land Rights will further investigate the claim in terms of provisions of the Act in due course:

Property	:	A portion of Portion 0 of the farm Erika No. 872
Extent of property	:	10 hectares
Magisterial District	:	Vryheid
Administrative District	:	KwaZulu-Natal
Current Title Deed No.	:	T32282/1996
Current Owner	:	Henry Thomas Malan and Maria Elizabeth Malan
Bonds & Restrictive Conditions (Interdicts)	:	B6074/185; B7409/1998; B9548/1994
Claimant	:	Fanana Zeblon Nkosi
Date claim lodged	:	29 November 1998
Reference number	:	KRN6/2/2/E/50/0/0/24

Any party/parties who have an interest in the above-mentioned properties is hereby invited to submit, within **30 days** from the date of publication of this notice, any representations and/ or information which shall assist the Commissioner in proving or disproving this claim.

Should no information and/ or representations from the affected party/ parties be forthcoming within the stipulated period, the affected party/parties shall be *ipso facto* barred from further doing so and the Commission shall continue with the subsequent processes towards completion of the investigation.

Any comments and information should be submitted to:

The Regional Land Claims Commissioner: KwaZulu-Natal
Private Bag X9120
Pietermaritzburg 3200

Tel: (033) 355 - 8400
Fax: (033) 342 - 3409

Submissions may also be delivered to Second Floor, African Life Building, 200 Church Street, Pietermaritzburg.

LEBJANE MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER: KWAZULU NATAL
DATE:

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT**NOTICE 2227 OF 2023****GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994)**

Notice is hereby given in terms of Section 11 (1) of the Restitution of Land Rights Act, 1994 (Act No. 22 of 1994) that a claim for the restitution of land rights on the following properties have been lodged with the Regional Land Claims Commissioner: KwaZulu-Natal and that the Commission on Restitution of Land Rights will further investigate the claim in terms of provisions of the Act in due course:

Property	:	A portion of Portion 0 (Remaining Extent) of the farm Klipfontein No. 316
Extent of property	:	2, 2100 hectares
Magisterial District	:	Vryheid
Administrative District	:	KwaZulu-Natal
Current Title Deed No.	:	GVR562/886
Current Owner	:	Francois Daniel Moolman
Bonds & Restrictive Conditions (Interdicts)	:	None
Claimant	:	Mbongeni Ntombela
Date claim lodged	:	21 December 1998
Reference number	:	KRN6/2/2/E/50/0/0/254B

Any party/parties who have an interest in the above-mentioned properties is hereby invited to submit, within **30 days** from the date of publication of this notice, any representations and/ or information which shall assist the Commissioner in proving or disproving this claim.

Should no information and/ or representations from the affected party/ parties be forthcoming within the stipulated period, the affected party/parties shall be *ipso facto* barred from further doing so and the Commission shall continue with the subsequent processes towards completion of the investigation.

Any comments and information should be submitted to:

The Regional Land Claims Commissioner: KwaZulu-Natal
Private Bag X9120
Pietermaritzburg 3200

Tel: (033) 355 - 8400
Fax: (033) 342 - 3409

Submissions may also be delivered to Second Floor, African Life Building, 200 Church Street, Pietermaritzburg.

LEBJANE MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER: KWAZULU NATAL
DATE:

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NOTICE 2228 OF 2023

GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994)

Notice is hereby given in terms of Section 11 (1) of the Restitution of Land Rights Act, 1994 (Act No. 22 of 1994) that a claim for the restitution of land rights on the following properties have been lodged with the Regional Land Claims Commissioner: KwaZulu-Natal and that the Commission on Restitution of Land Rights will further investigate the claim in terms of provisions of the Act in due course:

Property	:	Remaining Extent of the farm Longlands 14948 and Portion 1 of the Farm Longlands 14948 (commonly known as Longlands Farm No.11)
Extent of property	:	1198,5195 hectares
Magisterial District	:	Ixopo
Administrative District	:	KwaZulu-Natal
Previous Title Deed No.	:	T13714/1977
Current Title Deed No.	:	T39534/2006
Current Owner	:	Bruce Kevin English
Bonds & Restrictive Conditions (Interdicts)	:	K549/1986s
Claimant	:	Mandla Alpheus Phungula
Date claim lodged	:	31 December 1998
Reference number	:	KRN6/2/2/E/16/0/0/91

Any party/parties who have an interest in the above-mentioned properties is hereby invited to submit, within **30 days** from the date of publication of this notice, any representations and/ or information which shall assist the Commissioner in proving or disproving this claim.

Should no information and/ or representations from the affected party/ parties be forthcoming within the stipulated period, the affected party/parties shall be *ipso facto* barred from further doing so and the Commission shall continue with the subsequent processes towards completion of the investigation.

Any comments and information should be submitted to:

The Regional Land Claims Commissioner: KwaZulu-Natal
Private Bag X9120
Pietermaritzburg 3200

Tel: (033) 355 - 8400
Fax: (033) 342 – 3409

Submissions may also be delivered to Second Floor, African Life Building, 200 Church Street, Pietermaritzburg.

LEBJANE MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER: KWAZULU NATAL
DATE:

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NOTICE 2229 OF 2023

GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994)

Notice is hereby given in terms of Section 11 (1) of the Restitution of Land Rights Act, 1994 (Act No. 22 of 1994) that a claim for the restitution of land rights on the following properties have been lodged with the Regional Land Claims Commissioner: KwaZulu-Natal and that the Commission on Restitution of Land Rights will further investigate the claim in terms of provisions of the Act in due course:

Property	:	That portion of Durban commonly known as 215 Wiggins Road, Mayville
Extent of property	:	0, 0037 hectares
Magisterial District	:	eThekwini
Administrative District	:	KwaZulu-Natal
Claimant	:	Vassie Shunmugam
Date claim lodged	:	27 May 1993
Reference number	:	KRN6/2/3/E/8/817/2716/5580

Any party/parties who have an interest in the above-mentioned properties is hereby invited to submit, within **30 days** from the date of publication of this notice, any representations and/ or information which shall assist the Commissioner in proving or disproving this claim.

Should no information and/ or representations from the affected party/ parties be forthcoming within the stipulated period, the affected party/parties shall be *ipso facto* barred from further doing so and the Commission shall continue with the subsequent processes towards completion of the investigation.

Any comments and information should be submitted to:

The Regional Land Claims Commissioner: KwaZulu-Natal
Private Bag X9120
Pietermaritzburg 3200

Tel: (033) 355 - 8400
Fax: (033) 342 - 3409

Submissions may also be delivered to Second Floor, African Life Building, 200 Church Street, Pietermaritzburg.

LEBJANE MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER: KWAZULU NATAL
DATE:

LEGAL PRACTICE COUNCIL**NOTICE 2230 OF 2023**

NATIONAL OFFICE
Thornhill Office Park
Building 20
94 Bekker Road
Vorna Valley, Midrand
Tel: 010 001 8500

**THE SOUTH AFRICAN LEGAL PRACTICE COUNCIL****NOTICE IN TERMS OF SECTION 95(1) & (4) OF THE LEGAL PRACTICE ACT, 28 OF 2014**

Notice is hereby given that the Council amends the Rules of the Council made under the authority of sections 95(1), 95(3) and 109(2) of the Legal Practice Act, 28 of 2014 (as amended) by amendment of the following rule(s) to the South African Legal Practice Council Rules:

Amendment to Rule 16.3.

16.3 The provisions of section 8, 11, 12 of the Act and rule 1.20 of the rules shall apply, with the necessary changes required by context, to members of a Provincial Council.

Signed at Midrand on 30 November 2023.

Ms. C Nzuza
Executive Officer: Legal Practice Council

Executive Committee: Ms Janine Kim Myburgh – Chairperson, Adv. Kennedy Tsatsawane SC - Deputy Chairperson, Ms Kathleen Matolo-Dlepu, Mr Miles Carter,

Mr Priyesh Daya, Adv. Brenton Joseph SC, Mr Pritzman Busani Mabunda, Executive Officer: Ms. Charity Nzuza

LEGAL PRACTICE COUNCIL**NOTICE 2231 OF 2023**

NATIONAL OFFICE
Thornhill Office Park
Building 20
94 Bekker Road
Vorna Valley, Midrand
Tel: 010 001 8500

**THE SOUTH AFRICAN LEGAL PRACTICE COUNCIL****NOTICE IN TERMS OF SECTION 95(1) & (4) OF THE LEGAL PRACTICE ACT, 28 OF 2014**

Notice is hereby given that the Council amends the Rules of the Council made under the authority of sections 95(1), 95(3) and 109(2) of the Legal Practice Act, 28 of 2014 (as amended) by amendment of the following rule(s) to the South African Legal Practice Council Rules:

Amendment to Rule 21.11.

21.11 An assessment referred to in rules 21.2 and 21.5 shall not be conducted in respect of any person unless that person-

21.11.1 has complied with the provisions of the Act in regard to practical vocational training;

21.11.2 is undergoing practical vocational training and has so undergone for a continuous period of not less than six months;

or

21.11.3 only in the case of a person wishing to be admitted and enrolled as an attorney, has completed, to the satisfaction of Council, a programme of structured coursework referred to in regulation 6(1)(b) of the regulations made under section 109(1)(a) of the Act.

Amendment to Rule 22.1.2.

22.1.2.1 A practical vocational training contract shall be substantially in the form set out in Schedule 2 of these rules.

22.1.2.2 The original of any practical vocational training contract shall, within two months of the date of signature of the contract, be lodged by the principal concerned with the Council.

22.1.2.3 The Council shall, on payment of the prescribed fee, examine any practical vocational training contract lodged with it and, if it is satisfied that the practical vocational training contract is in order and the Council has no objection to its registration, register the practical vocational training contract, and shall advise the principal and the candidate attorney concerned in writing of such registration.

22.1.2.4 If a practical vocational training contract is not lodged for registration within two months from the date thereof, any service under any such contract will be deemed to commence on the date of registration.

Amendment to Rule 22.1.5.

Executive Committee: Ms Janine Kim Myburgh – Chairperson, Adv. Kennedy Tsatsawane SC - Deputy Chairperson, Ms Kathleen Matolo-Dlepu, Mr Miles Carter,

Mr Priyesh Daya, Adv. Brenton Joseph SC, Mr Pritzman Busani Mabunda, Executive Officer: Ms. Charity Nzuza

22.1.5.1 A candidate attorney shall not have any pecuniary interest in the practice and service of an attorney, other than in respect of bona fide remuneration for his or her services as a candidate attorney, and shall not, without prior written consent of the Council, hold or occupy any office in respect of which he or she receives any form of remuneration, directly or indirectly, or engage in any other business other than that of a candidate attorney, where holding that office or engaging in that business is likely to interfere with the proper training of the candidate attorney is within the discretion of the Council.

22.1.5.2 If any candidate attorney contravenes the provisions of rule 22.1.5.1 the contract concerned shall be void *ab initio* and service rendered thereunder shall be ineffective unless the court on good cause shown otherwise directs.

Amendment to Rule 22.2.2.

22.2.2.1 A practical vocational training contract shall be substantially in the form set out in Schedule 2 of these rules.

22.2.2.2 The original of any practical vocational training contract shall, within two months of the date of signature of the contract, be lodged by the principal concerned with the Council.

22.2.2.3 The Council shall, on payment of the prescribed fee, examine any practical vocational training contract lodged with it and, if it is satisfied that the practical vocational training contract is in order and the Council has no objection to its registration, register the practical vocational training contract, and shall advise the principal and the candidate attorney concerned in writing of such registration.

22.2.2.4 If a practical vocational training contract is not lodged for registration within two months from the date thereof, any service under any such contract will be deemed to commence on the date of registration.

Amendment to Rule 22.2.4.

22.2.4.1 A pupil shall not have any pecuniary interest in the practice and service of an attorney, or in the practice of an advocate, and shall not, without the prior written consent of the Council, hold or occupy any office in respect of which he or she receives any form of remuneration, directly or indirectly, or engage in any business, where holding that office or engaging in that business is likely to interfere with the proper training of the pupil is within the discretion of the Council.

22.2.4.2 If a pupil contravenes the provisions of rule 22.2.4.1, the contract concerned shall be void *ab initio* and ineffective unless the court on good cause shown otherwise directs.

Signed at Midrand on 30 November 2023.



Ms. C Nzuza
Executive Officer: Legal Practice Council

LEGAL PRACTICE COUNCIL**NOTICE 2232 OF 2023**

NATIONAL OFFICE
Thornhill Office Park
Building 20
94 Bekker Road
Vorna Valley, Midrand
Tel: 010 001 8500

**THE SOUTH AFRICAN LEGAL PRACTICE COUNCIL****NOTICE IN TERMS OF SECTION 95(1) & (4) OF THE LEGAL PRACTICE ACT, 28 OF 2014**

Notice is hereby given that the Council amends the Rules of the Council made under the authority of sections 95(1), 95(3) and 109(2) of the Legal Practice Act, 28 of 2014 (as amended) by insertion of the following rule(s) to the South African Legal Practice Council Rules:

Insertion of Rule 21.12.**Rule 21.12 Study leave for candidate legal practitioners for competency-based examinations.**

21.12.1 Subject to rule 21.12.3, a candidate legal practitioner may, with the consent of his or her principal and/or supervisor, take a minimum of two (2) days of study leave per competency-based examination, which will encompass the day before the examination (unless the day falls on a weekend or a public holiday) and the day of the examination. A candidate legal practitioner will be entitled to a maximum of twelve (12) days of study leave in any one year of the practical vocational training for the purpose of writing the competency-based examinations.

21.12.2 In the case of candidate attorneys the study leave day(s) will be deducted from the days of absence from office as contemplated in rule 22.1.4 of the rules.

21.12.3 Council may, on the application of a candidate legal practitioner-

21.12.3.1 where the principal and/or supervisor refuses to grant the candidate legal practitioner study leave; or

21.12.3.2 where in the case of a candidate attorney, the period of absence, including study leave as provided for above exceeds, or the periods of absence from office in the aggregate exceed, thirty (30) working days in any one year of the practical vocational training contract;

authorise leave of absence from the office for the period in question, if the Council is satisfied that the principal and the Council received due notice of the application and that there is sufficient cause, as the case may be.

Signed at Midrand on 30 November 2023.

Ms. C Nzuza
Executive Officer: Legal Practice Council

Executive Committee: Ms Janine Kim Myburgh – Chairperson, Adv. Kennedy Tsatsawane SC - Deputy Chairperson, Ms Kathleen Matolo-Dlepu, Mr Miles Carter,

Mr Priyesh Daya, Adv. Brenton Joseph SC, Mr Pritzman Busani Mabunda, Executive Officer: Ms. Charity Nzuza

LEGAL PRACTICE COUNCIL**NOTICE 2233 OF 2023**

NATIONAL OFFICE
Thornhill Office Park
Building 20
94 Bekker Road
Vorna Valley, Midrand
Tel: 010 001 8500



THE SOUTH AFRICAN LEGAL PRACTICE COUNCIL
NOTICE IN TERMS OF SECTION 95(1) & (4) OF THE LEGAL PRACTICE ACT, 28 OF 2014

Notice is hereby given that the Council amends the Rules of the Council made under the authority of sections 95(1), 95(3) and 109(2) of the Legal Practice Act, 28 of 2014 (as amended) by amendment of the following rule(s) to the South African Legal Practice Council Rules:

Amendment to Rules 32.2.1.

32.2 An advocate referred to in section 34(2)(a)(i) and practising as such may at any time, as determined in the rules and upon payment of the fee determined by the Council, apply to the Council for the conversion of his or her enrolment to that of an advocate referred to in section 34(2)(a)(ii) and practising as such, provided the applicant satisfies the Council –

32.2.1 that the applicant has passed the examination required to be passed by attorneys so as to reflect that the applicant has the required knowledge of accounting for the keeping of accounting records referred to in section 87 of the Act and for compliance with the accounting rules published by the Council from time to time;

Signed at Midrand on 30 November 2023

Ms. C Nzuza

Executive Officer: Legal Practice Council

Executive Committee: Ms Janine Kim Myburgh – Chairperson, Adv. Kennedy Tsatsawane SC - Deputy Chairperson, Ms Kathleen Matolo-Dlepu, Mr Miles Carter,
Mr Priyesh Daya, Adv. Brenton Joseph SC, Mr Pritzman Busani Mabunda, Executive Officer: Ms. Charity Nzuza

LEGAL PRACTICE COUNCIL**NOTICE 2234 OF 2023**

NATIONAL OFFICE
Thornhill Office Park
Building 20
94 Bekker Road
Vorna Valley, Midrand
Tel: 010 001 8500

**THE SOUTH AFRICAN LEGAL PRACTICE COUNCIL****NOTICE IN TERMS OF SECTION 95(1) & (4) OF THE LEGAL PRACTICE ACT, 28 OF 2014**

Notice is hereby given that the Council amends the Rules of the Council made under the authority of sections 95(1), 95(3) and 109(2) of the Legal Practice Act, 28 of 2014 (as amended) by amendment of the following rule(s) to the South African Legal Practice Council Rules:

Amendment to Rules 54.14.16.

54.14.16.1 Any interest referred to in section 86(5) of the Act which relates to a trust banking account opened in terms of section 86(2) of the Act which has accrued on money deposited during the course of a calendar month, shall be paid over by the trust account practice's bank to the Fund within five (5) working days of the calendar month following the calendar month in which the trust interest vested in the Fund, using the Automated Monthly Transfer System.

54.14.16.2 Any interest referred to in section 86(5) of the Act which relates to an account opened in terms of section 86(3) of the Act which has accrued on money deposited during the course of a calendar month, shall be paid over by the trust account practice's bank to the Fund within five (5) working days of the calendar month following the calendar month in which the trust interest vested in the Fund, using the Automated Monthly Transfer System.

54.14.16.3 Any interest referred to in section 86(5) of the Act which relates to an account opened in terms of section 86(4) of the Act, accrued on money deposited during the course of a calendar month or on maturity shall be paid over by the trust accounts practice's bank to the Fund within five (5) working days of the calendar month following the calendar month in which the trust interest vested in the Fund, using the Automated Monthly Transfer System.

Signed at Midrand on 30 November 2023

Ms. C Nzuza

Executive Officer: Legal Practice Council

Executive Committee: Ms Janine Kim Myburgh – Chairperson, Adv. Kennedy Tsatsawane SC - Deputy Chairperson, Ms Kathleen Matolo-Dlepu, Mr Miles Carter,

Mr Priyesh Daya, Adv. Brenton Joseph SC, Mr Pritzman Busani Mabunda, Executive Officer: Ms. Charity Nzuza

LEGAL PRACTICE COUNCIL**NOTICE 2235 OF 2023**

NATIONAL OFFICE
Thornhill Office Park
Building 20
94 Bekker Road
Vorna Valley, Midrand
Tel: 010 001 8500

**THE SOUTH AFRICAN LEGAL PRACTICE COUNCIL****NOTICE IN TERMS OF SECTION 36(3) & 36(4) OF THE LEGAL PRACTICE ACT, 28 OF 2014.**

Notice is hereby given that the Council amends the Code of Conduct made under the authority of sections 36(1) of the Legal Practice Act, 28 of 2014 (as amended) by deleting the existing Clause 21 "Misconduct" in Part III of the Code of Conduct and inserting a new Clause 2A "Misconduct" under Part I of the Code of Conduct.

Insertion of Clause 2A "Misconduct" in Part I of the Legal Practice Council Code of Conduct.**Misconduct**

Misconduct on the part of a legal practitioner, candidate legal practitioner or juristic entity will include (without limiting the generality of these Rules)-

2A.1 a breach of the Act or of the code or of any of the rules, or a failure to comply with the Act or the code or any rule with which it is the legal practitioner's, candidate legal practitioner's or juristic entity's duty to comply;

2A.2 any conduct which would reasonably be considered as misconduct on the part of a legal practitioner, candidate legal practitioner or juristic entity or which tends to bring the legal profession into disrepute.

Signed at Midrand on 30 November 2023

Ms. C Nzuza

Executive Officer: Legal Practice Council

Executive Committee: Ms Janine Kim Myburgh – Chairperson, Adv. Kennedy Tsatsawane SC - Deputy Chairperson, Ms Kathleen Matolo-Dlepu, Mr Miles Carter,

Mr Priyesh Daya, Adv. Brenton Joseph SC, Mr Pritzman Busani Mabunda, Executive Officer: Ms. Charity Nzuza

STATISTICS SOUTH AFRICA

NOTICE 2236 OF 2023

THE HEAD: STATISTICS SOUTH AFRICA notifies for general information that the Consumer Price Index is as follows:

Consumer Price Index, Rate (**Base Dec 2021=100**)

Rate: **October 2023 – 5.9**

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NOTICE 2237 OF 2023

INTERNATIONAL TRADE ADMINISTRATION COMMISSION OF
SOUTH AFRICA (ITAC)**SUNSET REVIEW OF THE ANTI-DUMPING DUTIES OF CLEAR FLOAT GLASS
OF A THICKNESS OF 2.5 MM OR MORE, BUT NOT EXCEEDING 6 MM (3 MM, 4
MM, 5 MM AND 6 MM) ORIGINATING IN OR IMPORTED FROM THE REPUBLIC
OF INDONESIA (“INDONESIA”): FINAL DETERMINATION**

In accordance with the provisions in the Anti-Dumping Regulations (ADR), any definitive anti-dumping duty shall be terminated on a date not later than five years from the date of imposition, unless the authorities determine, in a review initiated before that date on their own initiative or upon a duly substantiated request made by or on behalf of the domestic industry, that the expiry of the duty would likely lead to the continuation and/or recurrence of dumping and injury.

On 15 June 2022, the International Trade Administration Commission (“the Commission”) notified interested parties through Notice No. 1087 of 2022 in *Government Gazette* No. 46550, that unless a substantiated request is made indicating that the expiry of the anti-dumping duties on imports of clear float glass (“the subject product”) originating in or imported from Indonesia would likely lead to the continuation or recurrence of dumping and injury, the anti-dumping duties on the subject product originating in or imported from Indonesia would expire on 01 February 2023.

A detailed response to the Commission’s sunset review questionnaire was received from PFG Building Glass, a division of PG Group (Pty) Ltd (“the Applicant”) on 12 August 2022. After all deficiencies were identified and addressed, an updated final application was received on 13 September 2022.

The sunset review investigation was initiated pursuant to Notice No.1425 of 2022 published in *Government Gazette* No.47526, published on 18 November 2022. Initiation letters to interested parties were sent on 21 November 2022. The due date for responses was 27 December 2022.

The investigation was initiated after the Commission considered that the expiry of the anti-dumping duties on clear float glass originating in or imported from Indonesia would likely lead to the recurrence of dumping and the recurrence of material injury.

No properly documented responses were received from any of the interested parties identified in the investigation.

After considering all information submitted, the Commission issued essential facts letters indicating that it was considering making a final determination that the expiry of the anti-dumping duties on clear float glass originating in or imported from Indonesia would likely lead to the recurrence of dumping and the recurrence of material injury. Comments to the “Essential facts” letters were only received from the Applicant.

After considering Applicant’s comments on the “essential facts letter”, the Commission made a final determination that the expiry of the anti-dumping duties on clear float glass originating in or imported from Indonesia would likely lead to the recurrence of dumping and the recurrence of material injury.

The Commission, therefore, decided to recommended to the Minister of Trade, Industry and Competition that the current anti-dumping duties on clear float glass originating in or imported from Indonesia be maintained.

The Minister approved the Commission’s recommendation. The Commission’s detailed reasons for its decision are set out in Commission’s Report No. 713 (Final determination report).

Enquiries may be directed to Mr Zuko Ntsangani at zntsangani@itac.org.za or Mr Emmanuel Manamela at emanamela@itac.org.za

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION
NOTICE 2238 OF 2028
INTERNATIONAL TRADE ADMINISTRATION COMMISSION OF
SOUTH AFRICA

NOTICE OF FINAL DETERMINATION OF A SUNSET REVIEW OF THE ANTI-DUMPING DUTY ON UNFRAMED GLASS MIRRORS ORIGINATING IN OR IMPORTED FROM THE REPUBLIC OF INDONESIA.

In accordance with the provisions of Section 53 of the Anti-Dumping Regulations and Article 11.3 of the World Trade Organization Agreement on Implementation of Article VI of the General Agreement on Tariffs and Trade, any definitive anti-dumping duty shall be terminated on a date not later than five years from its imposition, unless the authorities determine, in a review initiated before that date, on their own initiative or upon a duly substantiated request made by or on behalf of the domestic industry within a reasonable period of time prior to that date, that the expiry of the duties would likely lead to continuation or recurrence of dumping and injury.

On 25 June 2020 the International Trade Administration Commission of South Africa ("the Commission") notified interested parties through Notice No. 387 of 2021 in *Government Gazette* No. 444761, that unless a substantiated request is made indicating that the expiry of the anti-dumping duty against imports of unframed glass mirrors originating in or imported from Republic of Indonesia would likely lead to the continuation or recurrence of dumping and injury, the anti-dumping duty on unframed glass mirrors originating in or imported from the Indonesia would expire on 05 October 2022.

PFG Building Glass, a division of PG Group (Pty) Ltd ("the Applicant") submitted an application to the Commission on 04 April 2022. After all deficiencies were identified and addressed, an updated final application was received on 28 April 2022.

On 22 July 2022, the Commission initiated a sunset review investigation of the anti-dumping duty on unframed glass mirrors, originating in or imported from Indonesia through Notice No.1166 of 2022 in *Government Gazette* No.47061.

The investigation was initiated after the Commission considered that the Applicant submitted *prima facie* information to indicate that there is a likelihood of the recurrence of dumping and the recurrence of material injury to the Southern African Customs Union (“SACU”) industry should the current anti-dumping duty expire.

Upon initiation of the investigation, the known producers/exporters of the subject product in Indonesia were sent foreign manufacturers/exporters questionnaires to complete. Importers of the subject product were also sent questionnaires to complete.

No properly documented responses were received from any exporters and importers of the subject product. However, comments were received from one importer Glass Edge (Pty) Ltd; two exporters, namely PT Asahimas Flat Glass and PT Matahari Silverindo Jaya; Indonesia Glass Association and the Ministry of Trade of the Republic of Indonesia, which were taken into consideration by the Commission.

The Commission made a final determination before essential facts that the expiry of the anti-dumping duties on the subject product originating in or imported from Indonesia would lead to the recurrence of dumping and the recurrence of material injury.

Essential facts letters were sent to all interested parties on 18 October 2022, informing them of “essential facts” which were being considered by the Commission and inviting interested parties to comment. Comments on the Commission’s essential facts letters were received on 25 October 2022.

After considering all interested parties’ comments on the application and the “essential facts letter”, the Commission made a final determination that the expiry of the anti-dumping duty on the subject product originating in or imported from

Indonesia would likely to lead to the recurrence of dumping and the recurrence of material injury.

The Commission, therefore, decided to recommended to the Minister of Trade, Industry and Competition that the current anti-dumping duties on unframed glass mirrors originating in or imported from Indonesia be maintained.

The Minister approved the Commission's recommendation. The Commission's detailed reasons for its decision are set out in Commission's Report No. 705 (Final determination report).

Should you have any queries, please do not hesitate to contact us at the following e-mail addresses; Mr Zuko Ntsangani at zntsangani@itac.org.za or Mr Brian Same at bsame@itac.org.za.

CONTINUES ON PAGE 258 OF BOOK 3

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

DEPARTMENT OF TRANSPORT**NOTICE 2239 OF 2023****NATIONAL RAILWAY SAFETY REGULATOR ACT, 2002 (ACT NO. 16 OF 2002)****PUBLICATION OF FEES FOR COMMENTS**

The Minister of Transport, hereby in terms of section 23 (2) (a) of the National Railway Safety Regulator Act, 2002 (Act No. 16 of 2002) read together with section 23 (2) (b) of the Act publishes for comments the determination of the fees that the Railway Safety Regulator must charge for safety permits as indicated in the Schedule.

Interested persons are invited to submit written comments on the Director-General, Department of Transport, within 30 days after the date of publication of this notice, for the attention of:

Director-General: Transport
ATT: Ms. Moloko Machaka
Department of Transport
Private Bag X 193
PRETORIA
0001

E-mail: machakam@dot.gov.za

Tel: (012) 309 3676

SCHEDULE

1. Definitions

For purpose of calculating fees:

“activity” means the activities undertaken by operators on a railway network;

“annual passengers” means the total number of passengers transported aboard a train operator’s passenger or commuter rolling stock between two points (i.e. a station of boarding and of disembarkation) with the exception of a train operator’s personnel, over the period of the operator’s most recently completed financial year;

“annual tons” means the total sum of the mass of dangerous or general goods loaded onto a wagon by a train operator in the preceding financial year and transported along the portion of a rail network for which the train operator has a permit to traverse;

“cape gauge” means a type of railway track where the distance between the two rails of the track is 1, 067 millimetres in length;

“general freight or passenger operators” means those networks, train or station operators (or a combination thereof) whose operations include the transportation of passengers and freight that excludes dangerous or mining goods;

“mine operations” means the operations undertaken above surface by train, network, and station operators to support mining activities;

“non-rail related revenue” means revenue generated by Train Operators, Network Operators or Station Operators whose railway operation is incidental to its main business;

“passengers” means people transported by a train between two points (i.e. a station of boarding and disembarkation) with the exception of a train operator’s personnel);

“rail-related revenue” means the gross inflow of cash arising from rail operating activities of an operator;

“relevant risk-based fee rate” means the rand value equivalent of the risks attributable to rail activities. These units of measurement include R/Kilometres (for network operations), R/number stations (for station operator), R/passenger’s kilometre (for passenger operations), and R/ton kilometre (for freight operations);

“standard gauge” means a type of railway track where the distance between the two rails of the track is 1 435 millimetres in length; and

“tourist passengers” means passengers transported aboard railway operator’s rolling stock between two points (i.e. a station of boarding and of disembarkation) for recreational purposes, with the exception of a train operator’s personnel and commuter passengers.

2. Application fees

A non-refundable application fee must accompany an application for a safety permit. The fees specified in the categories **Operator category and amount** column of the schedule shall be payable in respect of the corresponding **application fees for general safety permit** that is applied for as specified in the first column of the Schedule indicated as follows: -

APPLICATION FEES FOR GENERAL SAFETY PERMIT	OPERATOR CATEGORY AND AMOUNT (RANDS)		
	Transportation of Mining goods	Transportation of Dangerous goods	Transportation of passengers and /or General Freight
Group A: Train, Network and Station operators Application Fee	R67 885.89	R67 885.89	R67 885.89
Group B: Train, Network and Station Operators Application Fee	R22 243.86	R23 346.35	R4 018.58
Group C: Train, Network and Station Operators Application Fee	R9 328.18	R9 328.18	R4 013.07

3. Other safety permit fees for railway operations

The fees specified in the categories **OPERATOR CATEGORY AND AMOUNT** column of the Schedule shall be payable in respect of the corresponding **APPLICATION FEES FOR OTHER SAFETY PERMIT** being applied for specified in the first column of the Schedule indicated as follows: -

APPLICATION FEES FOR OTHER SAFETY PERMIT	OPERATOR CATEGORY AND AMOUNT		
	GROUP A	GROUP B	GROUP C
Temporary Safety Permit	R155 751.10	R124 600.23	R17 132.71
Construction Train Safety Permit	R778 756.65	R101 238.44	R4 672.36
Test and Commissioning Safety Permit	R1 557 514.39	R155 751.10	R62 301.77

4. Permit fee rates for non-rail related revenue generating train operators, network operators and station operators

4.1 The fees payable will be calculated as follows:

OPERATOR CATEGORY		Transportation of Mining goods by rail	Transportation of Dangerous goods by rail	Transportation of passengers and /or General Freight by rail
NETWORK (N) and NT		Permit fee paid in 2023/2024 FY + 5.3% (CPI)		
TRAIN	Private Siding Lines for General Freight/ Dangerous Goods	R81 625.13	R544 376.98	Flat Rate: R11 935.99
	Private Siding Lines for Tourist / Passengers	NOT APPLICABLE		Flat Rate: R11 935.99
STATION	On and off boarding sites/ zones for passengers	NOT APPLICABLE		Flat Rate: R132 716.91

5. Permit fee rates for rail-related revenue generating train operators, network operators and station operators

5.1. The Operators have been grouped as follows: -

(a) Group A: Train Operators, Network Operators and Station Operators

Railway Operators who transport 500 000 tons or more of general goods, 50 000 tons or more of dangerous goods, or passengers are liable to pay railway safety permit fees as determined in the table below.

(b) Group B: Train Operators, Network Operators and Station Operators

Railway Operators who transport between 200 000 tons and 500 000 tons of general goods, less than 50 000 tons of dangerous goods or tourists are liable to pay railway safety permit fees as determined in the table below.

(c) Group C: Train Operators, Network Operators and Station Operators

Railway Operators who transport less than 200 000 tons of general goods are liable to pay a flat fee of R11 935.99.

5.2. Table below is used as a basis to calculate railway Operators annual safety permit fee:

OPERATOR GROUP	BAND	PERMIT FEE PAYABLE
GROUP A Train Station Network	Dangerous goods ≥ 50 000t General goods ≥ 500 000t All passengers	Permit fee paid in 2023/2024 FY + 5.3% (CPI)
GROUP B Train Station Network	Dangerous goods < 50 000t General goods ≥ 200 000t and < 500 000t All tourists	Permit fee paid in 2023/2024 FY + 5.3% (CPI)

GROUP C	General goods < 200 000t	Flat Rate: R11 935.99
Train		
Station		
Network		

6. Application of Notice

6.1 The permit fee rates determined for the 2024/2025 financial year shall apply to the following entities:

- | | |
|---|-----------------------|
| (a) Transnet SOC Ltd | R126 378 86 |
| (b) Passenger Rail Agency of South Africa (PRASA) | R37 672 152.75 |
| (c) Bombela Operating Company | R3 193 479.84 |
| (d) Non-South African train operators operating in the Republic of South Africa will pay the Permit fee paid in 2023/2024 FY + 5.3% (CPI) | |

7. Short title

This notice is called the Determination of Safety Permit Fees for the 2024/2025 financial year, and will come into operation at a date to be determined by the Minister.

PROCLAMATION NOTICES • PROKLAMASIE KENNISGEWINGS

PROCLAMATION 145 OF 2023*by the**President of the Republic of South Africa***AMENDMENT OF SCHEDULE 2 TO THE PUBLIC SERVICE ACT, 1994:
WESTERN CAPE PROVINCE**

In terms of section 7(5)(b), read with section 7(6), of the Public Service Act, 1994 (Proclamation No. 103 of 1994), I, Mr Cyril Ramaphosa, hereby, at the request of the Premier of the Western Cape Province, amend Schedule 2 to the said Act, with effect from the date of publication hereof, by the substitution for the designations of the Western Cape provincial departments and the heads thereof in columns 1 and 2, respectively, of the following:

Column 1	Column 2
Western Cape	
Department of Agriculture	Head: Agriculture
Department of Cultural Affairs and Sport	Head: Cultural Affairs and Sport

Department of Economic Development and Tourism	Head: Economic Development and Tourism
Department of Environmental Affairs and Development Planning	Head: Environmental Affairs and Development Planning
Department of Health and Wellness	Head: Health and Wellness
Department of Infrastructure	Head: Infrastructure
Department of Local Government	Head: Local Government
Department of Police Oversight and Community Safety	Head: Police Oversight and Community Safety
Department of Social Development	Head: Social Development
Provincial Treasury	Head Official: Provincial Treasury
Western Cape Education Department	Head: Education
Western Cape Mobility Department	Head: Mobility

Given under my Hand and the Seal of the Republic of South Africa at
Pretoria, on this 14 day of November, Two Thousand and
 Twenty-Three.

PRESIDENT




MINISTER OF THE CABINET

PROKLAMASIE 145 VAN 2023
van die
President van die Republiek van Suid-Afrika

**WYSIGING VAN BYLAE 2 TOT DIE STAATSDIENSWET, 1994: WES-
KAAPPROVINSIE**

Ingevolge artikel 7(5)(b) en (6) van die Staatsdienswet, 1994 (Proklamasie No. 103 van 1994), wysig ek, Mnr Cyril Ramphosa, hierby, op versoek van die Premier van die Wes-Kaapprovinsie, Bylae 2 tot die vermelde Wet, met ingang van die datum van publikasie daarvan, deur die benamings van die Wes-Kaapse provinsiale departemente en hoofde daarvan in kolomme 1 en 2, onderskeidelik, deur die volgende te vervang:

Kolom 1	Kolom 2
Wes-Kaap	
Departement van Ekonomiese Ontwikkeling en Toerisme	Hoof: Ekonomiese Ontwikkeling en Toerisme
Departement van Gesondheid en Welstand	Hoof: Gesondheid en Welstand
Departement van Infrastruktuur	Hoof: Infrastruktuur
Departement van Kulturele Sake en Sport	Hoof: Kulturele Sake en Sport
Departement van Landbou	Hoof: Landbou
Departement van Maatskaplike Ontwikkeling	Hoof: Maatskaplike Ontwikkeling
Departement van Omgewingsake en Ontwikkelingsbeplanning	Hoof: Omgewingsake en Ontwikkelingsbeplanning
Departement van Plaaslike Regering	Hoof: Plaaslike Regering
Departement van Polisie-oorsig- en Gemeenskapsveiligheid	Hoof: Polisie-oorsig en Gemeenskapsveiligheid
Provinsiale Tesourie	Hoofbeampste: Provinsiale Tesourie
Wes-Kaapse Mobiliteitsdepartement	Hoof: Mobiliteit
Wes-Kaapse Onderwysdepartement	Hoof: Onderwys

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te
 ...Pretoria..., op hede die ...14... dag van ...November..., Tweeduisend Drie
 en Twintig.



PRESIDENT



MINISTER VAN DIE KABINET

BOARD NOTICES • RAADSKENNISGEWINGS

BOARD NOTICE 527 OF 2023



RULES FOR INQUIRY INTO ALLEGED IMPROPER CONDUCT

Version	2
Revision	1
Author	Linda Maruma and Sindiswa Kwenaithe
Contributors	
Supporting Policies/Legislation	Project and Construction Management Act 48 of 2000
Owner	Registrar
Date Approved by Management/Executive Committee or Council	
Effective Date	Date of Approval

Revision History

Version Revised	Approval Date
Version 1	Gazetted 1 March 2013

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1. LIST OF ANNEXURES

Annexure A Affidavit to Lodge a Complaint of Improper Conduct

2. LIST OF ABBREVIATIONS AND DEFINITIONS

SACPCMP	South African Council for the Project and Construction Management Professions.
Act, the	Refers to the Project and Construction Management Professions Act 48 of 2000.
Appeal	Refers to an application for reversal or review of Council decision.
Complainant	Refers to a party/person making a formal complaint of alleged improper conduct against a registered person.
Council, the	South African Council for the Project and Construction Management Professions established by section 2.
Disciplinary Hearing	Refers to a hearing in terms of section 31 of the Project and Construction Management Professions Act 48 of 2000.
Disciplinary Tribunal	A tribunal appointed in terms of section 30 of the Project and Construction Management Professions Act 48 of 2000.
Inquiry	An official investigation conducted in terms of section 28 of the Project and Construction Management Professions Act 48 of 2000.
Investigation Committee	Committee established by the Council according to section 17 of the Project and Construction Management Professions Act 48 of 2000, to investigate allegations of improper conduct against registered persons.
Prima Facie	"at first sight", "at first view", or "based on first impression", before investigation. or sufficient to establish a fact or raise a presumption unless disproved or rebutted
Registered Person	A person registered under one of the categories referred to in Section 18 and 19 of the Project and Construction Management Professions Act 48 of 2000, and in good standing under the Act.
Respondent	Party/registered person against whom an allegation of improper conduct is filed.
Specified Categories	the SACPCMP recognises specified categories in the South African built environment that may fall under its ambit, linked to section 18 (1)(c) of the Act, read in conjunction with sections 19, 20 and 21.

3. APPLICABLE LEGISLATION AND/OR POLICIES

- 3.1. The South African Council for the Project and Construction Management Professions (SACPCMP) is empowered by section 36 of the Project and Construction Management Profession Act 48 of 2000 (the Act) to make rules with regard to any matter that is required or permitted to be prescribed in terms of the Act and any other matter for the better execution of the Act or in relation to any power granted or duty imposed by the Act.
- 3.2. The Rules for Inquiry into Alleged Improper Conduct are based on sections 17, 27, 28, 29, 30 and 31 of the Project and Construction Management Act, Act No. 48 of 2000.
- 3.3. With regards to complaints received through the SACPCMP Fraud Hotline, the Protected Disclosure Act, Act 26 of 2000 (as amended) may apply.
- 3.4. Information obtained in the course of any inquiry will be protected under the Protection of Personal Information Act, Act 4 of 2013 and the Promotion of Access to Information Act, Act 2 of 2000.

- 3.5. In the implementation of these rules the SACPCMP, to give effect to the right to administrative action that is lawful, reasonable and procedurally fair and to the right to written reasons for administrative action as contemplated in section 33 of the Constitution of the Republic of South Africa, applies the principles of the Promotion of Administrative Justice Act, Act 3 of 2000.

4. REQUIREMENTS FOR INQUIRY INTO IMPROPER CONDUCT

- 4.1. It is acknowledged that the Council is mandated to take any steps it considers necessary for the protection of the public and the environment in their dealings with registered persons for the maintenance of the integrity and the enhancement of the status of the Project and Construction Management Professions and specified categories under the Act.
- 4.2. In pursuance of the Council's right and obligation mentioned in 4.1. above, the Council must investigate an act of alleged improper conduct by a registered person and/or investigate a complaint, charge or allegation of improper conduct against a registered person brought by any person.
- 4.3. An investigation mentioned in 4.2 above is directed towards the professional conduct of a registered person and is thus predicated on obtaining evidence to determine whether a charge or charges may be preferred against a registered person with regards to the gazetted Rules of Conduct for Registered Persons (Board Notice 139 of 2017).
- 4.4. An investigation mentioned in 4.2 above is directed towards the professional conduct of a registered person and does not intend to recover damages on behalf of any person or enforce specific performance against any person and as such, is not meant to replace civil and/or criminal litigation.
- 4.5. An investigation is an administrative process and not a court process. Given the nature of the process, investigations may take several months to conclude.
- 4.6. It is furthermore acknowledged that the Council may take any steps which it considers necessary where, as a result of project and construction management related undertakings, public health and safety is prejudiced.

5. CLARIFICATION OF IMPROPER CONDUCT

- 5.1. The professional conduct of registered persons is guided and informed by the gazetted Rules of Conduct for Registered Persons (Board Notice 139 of 2017) to which all registered persons must adhere and comply.
- 5.2. The Council can only investigate a complaint related to an allegation against a Registered Person. As such, the Council cannot investigate the conduct of unregistered persons.
- 5.3. The Council can only investigate a complaint related to a transgression of the Rules of Conduct for Registered Persons (Board Notice 139 of 2017).

6. INQUIRY PROCEDURE

6.1. Information and complaints/allegations of improper conduct

- 6.1.1. Any person lodging a complaint of improper conduct against a registered person with the Council must lodge the complaint in the form of an affidavit (Annexure A) or an affirmation, must detail the specific act or acts relating to the alleged improper conduct and must submit evidence in support of it.

- 6.1.2. The Registrar, upon receipt of a complaint referred to in paragraph 6.1.1. which prima facie points to the improper conduct by a registered person or information of conduct which prima facie points to improper conduct by a registered person, must refer the complaint or the information to the Investigation Committee to determine whether the registered person should be charged.
- 6.1.3. Once the matter is referred to the Investigation Committee the Registrar must inform the complainant and the respondent (registered person), within five (5) working days that the case has been received by Council and of the inquiry process to follow.

6.2. Information in relation to whistleblowing – SACPCMP Fraud Hotline reports

With regards to whistleblowing using the SACPCMP Fraud Hotline:

- 6.2.1. Disclosures may be lodged using the SACPCMP Fraud Hotline as it relates to section 8 (c) of the Protected Disclosure Act.
- 6.2.2. Protected disclosures may be lodged anonymously through the SACPCMP Fraud Hotline.
- 6.2.3. Whistle blowers lodge disclosures on a voluntary basis using the SACPCMP Fraud Hotline and as such the SACPCMP shall not be liable for any damages or otherwise suffered by a whistleblower directly relating to the lodging of the disclosure with the SACPCMP.
- 6.2.4. The SACPCMP will take all reasonable steps to protect the whistleblower/s with regards to the processing of any personal information or identifying information that may place a whistle blower at risk of danger or occupational detriment.
- 6.2.5. Whistle blowers will be protected under the Protected Disclosure Act if:
- a) the complaint is lodged in good faith,
 - b) the complaint is lodged with the reasonable belief that the concern falls within the mandate of the SACPCMP,
 - c) the information and allegations are substantially true, and
 - d) the nature of the conduct in the complaint is raised about crime, failure to comply with any legal duty, miscarriage of justice, danger to health and safety, damage to the environment, discrimination and the deliberate cover-up of any of these.
 - e) It applies to concerns about past, present and future malpractice.
- 6.2.6. It is an offence under section 9b of the Protected Disclosure Act amendment bill, if a whistleblower knowingly makes a false disclosure, who should have been reasonably aware that the information they provided was false, where there was an intention to cause harm, and where harm was suffered; this person may be liable to a fine, to imprisonment for up to two years, or to both a fine and imprisonment.
- 6.2.7. It will be determined, based on sections 4 and 5 of these rules whether a protected disclosure is within the jurisdiction of the SACPCMP to investigate.

- 6.2.8. The Registrar, upon positive determination of paragraph 6.2.6 above, must refer the complaint or the information of conduct to the Investigation Committee to determine whether the registered person should be charged.
- 6.2.9. Feedback regarding a protected disclosure will be provided to the whistleblower through the SACPCMP Fraud Hotline within 21 days.
- 6.2.10. Once the matter is referred to the Investigation Committee the Registrar must inform the complainant and the respondent (registered person), within five (5) working days, that the case has been received by Council and of the inquiry process to follow.

6.3. Role Players in Inquiry process

- 6.3.1. The **Investigation Committee** is constituted according to section 17 of the Act to investigate a matter brought against a registered person. Thus, the committee considers all complaints that are lodged, directs investigation thereof to ensure consideration of all relevant facts and will resolve to make recommendations to Council for a decision.
- 6.3.2. The Investigation Committee will appoint a **Panel of Investigators** from which an investigator or company will be delegated to gather evidence regarding a matter brought against a registered person on behalf of the Investigation Committee.

6.4. Conflict of Interest

- 6.4.1. All investigations must be conducted without bias, in an impartial and objective manner. No-one with an actual or perceived conflict of interest should be appointed or remain the investigator on any matter. Thus, the investigator must be someone as independent of the events being investigated as possible.
- 6.4.2. Once a potential conflict of interest becomes apparent to any of the parties involved in the inquiry it is required of that person to immediately inform the Investigation Committee of this conflict.
- 6.4.3. The Investigation Committee, once it is made aware of any potential or confirmed conflict of interest with regard to the inquiry must address such immediately to resolve the conflict of interest.

6.5. Investigation

- 6.5.1. Once the committee has reviewed the nature of the complaint of improper conduct against a registered person, the Registrar must within seven (7) working days furnish any registered person whose conduct is the subject of a complaint received in terms of sub-rule 6.1. and 6.2. or who has committed an act which may render him or her guilty of improper conduct, a written copy of the complaint and/or information related to the conduct.
- 6.5.2. The Registrar must inform the registered person –
 - a) Of the right to be represented or assisted by another person; and
 - b) That he/she is not obliged to make any statement and any statement so made may be used in evidence against the registered person.

- 6.5.3. The Investigation Committee must investigate a matter brought against a registered person; and obtain evidence to determine whether or not in its opinion the registered person concerned may be charged and, if so, recommend to the council the charge or charges that may be preferred against that registered person.
- 6.5.4. The Investigation Committee will consider the investigation report of the delegated investigator on a matter in determining whether to prefer charges against a registered person. With regards to investigation reports the following applies:
- a) Investigation reports are strictly intended for SACPCMP investigation purposes only and are under no circumstances available to any other party.
 - b) These reports are privileged documents in terms of section 37 of the Promotion to Access Information Act (Act no 2 of 2000) and belong to the SACPCMP.
 - c) The complainant and respondent will be notified of the outcome of the investigation once concluded.
- 6.5.5. The Investigation Committee must afford the registered person the opportunity to respond to the complaint and all other evidence considered against him/her. The registered person will have ten (10) days to respond in every instance.
- 6.5.6. The Investigation Committee or persons assigned by the Investigation Committee including people appointed to investigate the complaint may, with due consideration of the provision section 28 (3) of the Act, question the registered person concerned.
- 6.5.7. The Investigation Committee must consider whether the matter ought to be reported to any of the other Councils in the Built Environment or to any other stakeholder.

6.6. Findings of the Investigation Committee

The findings of the Investigation committee, after consideration of the evidence obtained during an investigation and report thereof, may be one of the following:

6.6.1. No prima facie evidence of improper conduct

This decision does not in any way mean that a valid dispute does not exist between the parties, which may be pursued through civil/ criminal litigation. The decision means no transgression/breach of the code of conduct was found.

6.6.2. Decision to conduct peer counsel with the respondent

The decision arises when there is either insufficient evidence of improper conduct or that the conduct given all the circumstances, does not warrant charges to be preferred. The finding implies, however, that the respondent's behaviour warrants advice or guidance from his/her peers which would be handled by peers nominated by the Investigation Committee who are practicing in the same discipline as the respondent.

6.6.3. An advisory letter to the registered person

Where the outcome of the investigation establishes that conduct took place that warrants formal reprimand/caution, a letter shall be sent to the registered person in this regard. A letter shall only be sent where in the light of all circumstances, in the opinion of the Investigation Committee, the conduct does not warrant formal charges to be preferred.

6.6.4. Recommendation to prefer charges

The recommendation arises when the Investigation Committee finds prima facie evidence of improper conduct. It will then recommend to the Council to prefer charges against the respondent.

Should the Council take the decision to prefer charges in terms of Section 30 of the Act, the council must appoint a disciplinary tribunal to hear a charge of improper conduct if a person charged:

- a) denies the charge; or
- b) fails to comply with section 29(3)(b) of the Act.

6.7. Council decision regarding Investigation Committee recommendation

6.7.1. The Council must, after considering a report of the Investigation Committee in terms of section 28(2)(b) and (4) of the Act, charge a registered person with improper conduct if the council is convinced that sufficient grounds exist for a charge to be preferred against such a registered person.

6.7.2. The registered person concerned will be furnished with a charge sheet within 21 days which must inform the registered person charged:

- a) of the details and nature of the charge;
- b) that he or she must, in writing, admit or deny the charge;
- c) that he or she may, together with the admission or denial, submit a written explanation regarding the improper conduct with which he or she is charged; and
- d) of the period, namely, within seven (7) days of being furnished with the charge sheet, within which his or her written plea in terms of paragraph 6.6.4 must be submitted to the Council.

6.7.3. The registered person against whom charges are preferred are advised to fully acquaint and familiarise themselves with the stipulations of the Act including, but not limited to sections 29 and 33.

6.8. Proof of service

6.8.1. A party must prove that a document was served in terms of these rules by, providing:

- a) A copy of proof of mailing the document by registered post to the other party
- b) If a document was served by hand:
 - i. With a copy of a receipt signed by, or on behalf of, the other party clearly indicating the name and designation of the recipient and the place, time and date of service, or
 - ii. With a statement confirming service signed by the person who delivered a copy of the document to the other party or left it at any premises
- c) If a document was sent by electronic mail, electronic acknowledgement of receipt by the respondent or other party.

6.8.2. If proof of service in accordance with paragraph 6.7.2 is provided, it is presumed, until the contrary is proved, that the party on whom it was served has knowledge of the contents of the document.

6.8.3. The Council may accept proof of service in a manner other than prescribed in this rule as sufficient.

7. APPEALS

- 7.1.** According to section 33 of the Act, a registered person is found guilty of improper conduct may appeal to the Council against a finding of the disciplinary tribunal or against the sentence or both.
- 7.2.** To appeal the aggrieved registered person must:
- 7.2.1. make payment of the prescribed fees and
 - 7.2.2. lodge the appeal within 30 days after the disciplinary tribunal has informed the registered person of its decision.
- 7.3.** Appeals are governed by the SACPCMP's Appeal Policy

ANNEXURE A

AFFIDAVIT TO LODGE A COMPLAINT OF IMPROPER CONDUCT IN TERMS OF SECTION 28 OF THE PROJECT AND CONSTRUCTION MANAGEMENT PROFESSIONS ACT

For Office Use Only	
Date Complaint Received	
Case number	

I, the undersigned, _____ (*Full names*), an adult (*male/female*) residing at _____

_____, with ID number: _____,

Telephone/cell phone number: _____,

and email address: _____.

do hereby state the following under oath/ affirmation:

1.

I am the complainant in this matter and the facts deposed to in this affidavit are within my personal knowledge and are both true and correct:

2.

2.1. The person against whom this complaint is lodged (is _____ (*Full names*), an adult (*male/female*) _____ (*Category of registration if known*) who resides at _____.

2.2. The registered person has ordinarily carried on business at _____ (*name and address of company that registered person works for*)

3.

Other persons involved in this matter are; (*details of others involved in the matter, e.g Project Manager*) are _____

4.

I am dissatisfied with (*Outline clearly what you are dissatisfied with, provide specific information, which have been allegedly transgressed according to Board Notice 139 of 2017*)

5.

I have attached the following documents;

1.	
2.	
3.	
4.	
5.	
6.	

6.

The following are my witnesses:

1. Name: _____

Relationship: _____

Contact number: _____

Email address: _____

Allegation to support:

2. Name: _____

Relationship: _____

Contact number: _____

Email address: _____

Allegation to support:

3. Name: _____

Relationship: _____

Contact number: _____

Email address: _____

Allegation to support:

I know and understand the contents of this declaration

I have no objection to taking the prescribed oath.

I consider the prescribed oath as binding on my conscience.

DEPONENT

It is hereby certified that the aforesaid declaration was signed and sworn in my presence

on this the ____ day of _____, 20__, at _____, the deponent having confirmed and acknowledged:-

- a) That he/she knows and understands the contents of this declaration;
- b) That he/she has no objection to taking the prescribed oath;
- c) That he/she considers the prescribed oath as binding on his/her conscience.

COMMISSIONER OF OATHS

Full names: _____

Address: _____

Rank/office held: _____

Area for which appointed: _____



RULES FOR INQUIRY INTO IMPROPER CONDUCT: CALL FOR COMMENT

This submission of comments (call for comments) must be submitted, no later than 16:00 on 10 December 2023, to: Ms Mapula Ramolotja, SACPCMP Operations Office via email: Mapula.Ramolotja@sacpcmp.org.za

Name & Surname	
Designation	
Organisation	
Contact Detail (should clarification be sought)	
Comments or queries	
1. Comment:	
Suggested Amendment:	
2. Comment:	
Suggested Amendment:	
3. Comment:	
Suggested Amendment:	
4. Comment:	

Suggested Amendment:
5. Comment:
Suggested Amendment:
6. Comment:
Suggested Amendment:
7. Comment:
Suggested Amendment:
Any other comments, suggestions and amendments:

BOARD NOTICE 528 OF 2023**HEALTH PROFESSIONS ACT, 1974 (ACT NO. 56 OF 1974)****ETHICAL RULES OF CONDUCT FOR PRACTITIONERS REGISTERED UNDER THE HEALTH PROFESSIONS ACT, 1974: AMENDMENT**

The Health Professions Council of South Africa intends, under section 49 read with section 61A (2) of the Health Professions Act, 1974 (Act No. 56 Of 1974) and in consultation with the professional board for optometry and dispensing opticians, to make the rules in the schedule.

Interested persons are invited to submit any substantiated comments or representations in writing on the proposed amendments to the Registrar, Health Professions Council of South Africa, P.O. Box 205, Pretoria 0001 or to ntsanem@hpcsa.co.za (for the attention of: Legal Advisor: Legislative drafting) within three months from the date of publication of this Notice.

SCHEDULE**Definitions**


1. In these rules “**the Ethical Rules of Conduct**” means the Ethical rules of conduct for practitioners registered under the Health Professions Act, 1974 published under Government Notice No. R. 717 of 04 August 2006, as amended by Government Notice Nos. R. 68 of 02 February 2009, R. 654 of 30 July 2010, Board Notice Nos. 26 of 01 March 2013, and 373 of 01 December 2022, and any word or expression to which a meaning has been assigned in the rules shall have that meaning, unless the context otherwise indicates.

Amendment of Annexure 8 of the Ethical Rules of Conduct

2. Annexure 8 of the Ethical Rules of Conduct is hereby amended by the substitution for paragraph (f), of rule 1(4) of Annexure 8, of the following paragraph:

- “(f) not less than thirty days prior to conducting such a mobile practice, the board is given a written notice of –
- (i) intention to conduct a mobile practice;
 - (ii) the address where a mobile practice will be conducted; and
 - (iii) the period/s during which such a mobile practice will be conducted.

Signed by: Magome Albanos Masike
Signed at: 2023-11-13 15:11:17 +02:00
Reason: Witnessing Magome Albanos Ma



DR. MAGOME A MASIKE
REGISTRAR

BOARD NOTICE 529 OF 2023**HEALTH PROFESSIONS COUNCIL OF SOUTH AFRICA****HEALTH PROFESSIONS ACT, 1974 (ACT NO. 56 OF 1974)****NOMINATIONS OF MEMBERS OF THE PROFESSIONAL BOARDS: LIST OF NAMES OF PERSONS VALIDLY NOMINATED FOR APPOINTMENT TO THE PROFESSIONAL BOARDS**

NOTICE is hereby given in terms of regulation 4(4) of the Regulations relating to the nominations and appointments of members of a Professional Board published under Government Notice R1257 in *Government Gazette* 31633 of 28 November 2008 that the following persons have been validly nominated as candidates for possible appointment by the Minister of Health as members of the respective Professional Boards under which their names appear:-

PROFESSIONAL BOARD FOR DENTAL ASSISTING, DENTAL THERAPY, AND ORAL HYGIENE

SURNAME	NAME	REGISTRATION NO	GENDER	RACE
Gilbert	Cole	OH0023248	Male	Coloured
Mokale	Tsholofelo	OH0019046	female	Black
Salie	Aneesa	OH0019925	female	Asian

PROFESSIONAL BOARD FOR EMERGENCY CARE PRACTITIONERS

SURNAME	NAME	REGISTRATION NO	GENDER	RACE
Buthelezi	Perseverance SN	BAA1608860	Female	Black
Magomani	Amukelani	BAA1561464	Female	Black
Van Bosch	Morne	BAA1577530	Male	White
Chauke	Hazel	BAA0886254	Female	Black

MEDICAL AND DENTAL PROFESSIONS BOARD

SURNAME	NAME	REGISTRATION NO	GENDER	RACE
Cassim	Farha	MP0858722	Female	Asian
Govender	Idiran	MP0417106	Male	Asian
Hobson	Biano	MP0634247	Female	White
Kegakilwe	Godisamang	MP0621536	Male	Black
Kente	Senzi	MP0722103	Female	Black
Lamola	Itumeleng	MP0887102	Female	Black
Mabeba	Thandi	MP0492396	Female	Black
Makatini	Zinhle	MP0518476	Female	Black
Masondo	Obakeng	MP0704237	Female	Black
Mohlamonyane	Tsametse	MP0608432	male	Black
Ortel	Randall	MP0738093	Male	Coloured
Padia	Kamila	MP0371360	Female	Asian
Shirinda	Tinyiko	MP0892211	Female	Black
Tshume	Nomacete	MP0737364	Female	Black
Zwane	Xolile	MP0621196	Female	Black
Adam	Nabeela	MP0793221	Female	Asian
Begg	Kerrin	MP0438650	Female	White
Chetty	Karmani	MP0288080	Female	Asian
Chetty	Rinesh	MP0577863	Male	Coloured
De Goede	Adele	MP0584002	Female	White
Gqoli	Lonwabo	MP0615145	Male	Black
Harbor	Sharon	MP0817716	Female	Black
Lundgren	Aina	MP0200298	Female	White
Malumane	Bruce	MP0575771	Male	Black
Mojakwana	Angelina	MP0386944	Female	Black
Moloi	Jabulani	MP0394599	Male	Black
Motlhanthe	Makgala	MP0272159	Male	Black
Mthimunye	Nonhlanhla	MP0632279	Female	Black
Nomvete	Mfanuvikile	MP0567922	Male	Black
Sadiki	Tshilidzi	MP0750360	Male	Black
Agboola	Ayoola	MP0530573	Male	Asian

Coetzee	Angelique	MP0295531	Female	White
---------	-----------	-----------	--------	-------

PROFESSIONAL BOARD FOR PHYSIOTHERAPY, PODIATRY AND BIOKINETICS

SURNAME	NAME	REGISTRATION NO	GENDER	RACE
Rapoo	Violet	PT0075981	Female	Black
Narain	Sholena	PT0054712	Female	Asian
Mothapeng	Joyce	PT0038229	Female	Black
Mufandilani	Mukanela	PT0055697	Female	Black
Sibuyi	Makwena	PT0092363	Female	Black

PROFESSIONAL BOARD FOR PSYCHOLOGY

SURNAME	NAME	REGISTRATION NO	GENDER	RACE
Grause	Ewald	PS0094587	Male	White

Signed by: Magome Albanos Masike
Signed at: 2023-11-13 15:10:16 +02:00
Reason: Witnessing Magome Albanos Ma

**DR. MAGOME A MASIKE****REGISTRAR**

BOARD NOTICE 530 OF 2023

HEALTH PROFESSIONS COUNCIL OF SOUTH AFRICA

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

RULES RELATING TO FEES PAYABLE TO COUNCIL: AMENDMENT

The Health Professions Council of South Africa has, under section 61A(1)(e)(i) of the Health Professions Act, 1974 (Act No. 56 of 1974), made the rules in the schedule.

SCHEDULE

Definitions

1. In these rules “**the rules**” means the rules relating to fees payable to council as published in Board Notice No. 398 in *Government Gazette* No. 48035 of 13 February 2023.

Amendment of the rules

The rules are hereby amended by the insertion of the following rule –

- “4A Evaluation fee for registration in terms of section 25 of the Health Professions Act, 1974 (Act No. 56 of 1974) –

(a)	By a foreign qualified medical specialist	R 15 000.00
-----	---	-------------

Signed by: Magome Albanos Masike
Signed at: 2023-11-14 10:48:03 +02:00
Reason: Witnessing Magome Albanos Ma



DR. MAGOME MASIKE

REGISTRAR

BOARD NOTICE 531 OF 2023



RULES FOR RE-REGISTRATION WITH THE SACPCMP

Version	1
Revision	
Author	Linda Maruma
Contributors	Sindiswa Kwenaitse
Supporting Policies/Legislation	Project and Construction Management Act 48 of 2000
Owner	Registrar
Date Approved by Management/Executive Committee or Council	
Effective Date	Date of Approval

Revision History

Version Revised	Approval Date

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1. LIST OF ANNEXURES

Annexure A	Re-registration application form
Annexure B	Affidavit Template

2. LIST OF DEFINITIONS AND ABBREVIATIONS

SACPCMP	South African Council for the Project and Construction Management Professions
Act, the	the Project and Construction Management Profession Act 48 of 2000
Annual fees	Fees prescribed by the Council that are payable annually by registered persons to renew their registration.
Appeal	Refers to an application for reversal or review of a Council decision
Actively practice	To practice on an ongoing basis in one of the categories contemplated in section 18 and includes a person qualified in the project and construction management professions who is employed by any sphere of government or an educational institution
Cancellation/deregistration	Refers to the cancellation of the registration of a registered person and the removal of such a person from the register.
Council, the	South African Council for the Project and Construction Management Professions established by section 2
Registered Person	A person registered under one of the categories referred to in Section 18 of the Project and Construction Management Professions Act 48 of 2000

3. APPLICABLE LEGISLATION AND/OR POLICIES

- 3.1. The South African Council for the Project and Construction Management Professions (SACPCMP) is empowered by section 36 of the Project and Construction Management Profession Act 48 of 2000 (the Act) to make rules with regard to any matter that is required or permitted to be prescribed in terms of the Act and any other matter for the better execution of the Act or in relation to any power granted or duty imposed by the Act.
- 3.2. It is understood that re-registration is required following the cancellation of registration as contemplated in section 20 of the Act.
- 3.3. These rules apply to cancellation of registration as described in section 20 (1) (iii), (3) and (4).
- 3.4. These rules for Re-registration are premised on section 22 (2) and (3) of the Act.
- 3.5. In the implementation of these rules the SACPCMP, to give effect to the right to administrative action that is lawful, reasonable and procedurally fair and to the right to written reasons for administrative action as contemplated in section 33 of the Constitution of the Republic of South Africa, applies the principles of the Promotion of Administrative Justice Act, Act 3 of 2000.

4. REQUIREMENTS FOR RE-REGISTRATION

4.1. Eligibility

The rules for re-registration are applicable to a previously registered person who:

- 4.1.1. Was deregistered due to non-payment of annual fees or portion thereof.
- 4.1.2. Temporarily withdrew from professional practice due to extended leave because of illness.

- 4.1.3. Due to relocation no longer necessitating registration with the Council but were actively practicing in other jurisdictions.

4.2. Acceptable period of non-renewal of registration

- 4.2.1. In order for a previously registered person, whose registration was cancelled due to non-payment of annual fees, to be considered for re-registration he/she should not be deregistered for longer than 18 months.
- 4.2.2. In order for a previously registered person, whose registration was cancelled due to temporarily withdrawing from professional practice due to extended leave because of illness to be considered for re-registration he/she should not be deregistered for longer three (3) years before the application for re-registration.
- 4.2.3. Those who do not meet the above criteria will be required to apply for registration using the routes to registration described in the SACPCMP Registration Policy.

4.3. Fees and Penalties relating to re-registration

If a person who was previously registered and whose registration has been cancelled for reasons stated in 4.1 who wishes to re-register or reinstate his/her registration, such a person shall, before the application is approved, be liable for payment of the following fees:

- a) The prescribed fee (administration fee);
- b) Any arrear annual fee or portion thereof, owed up to the time of deregistration;
- c) any expenses incurred by the Council in connection with the recovery of any arrear fees; and
- d) any penalty fees imposed on him/her by the Council.

4.4. Re-registration Applications

A person who was previously registered applying for re-registration shall furnish Council with the following documents upon the request for re-registration:

4.4.1. In the case of previously registered professionals and persons in specified categories deregistered due to non-payment of annual fees

- a) Re-registration application form (Annexure A)
- b) Certified copy of ID.

4.4.2. In the case of previously registered professionals and persons in specified categories temporarily withdrawn from professional practice due to extended leave because of illness

- a) Re-registration application form (Annexure A)
- b) Doctor's or other certified medical practitioner's report
- c) Certified Copy of ID

4.4.3. In the case of previously registered professionals and specified categories actively practicing in other jurisdictions

- a) Re-registration application form (Annexure A)

- b) A copy of an affidavit (commissioned) with a brief summary setting out that the applicant actively practiced during the cancellation/deregistration period.
- c) Certified copies of qualifications.
- d) Curriculum vitae.
- e) Certified copy of ID.
- f) A project profile report.
- g) Referee(s) report on work performed. Referee must be senior to the applicant during the period of cancellation, should have personal knowledge of the applicant's competencies as well as of his experience.
- h) Certified copies of letters of appointment. It is important for an applicant to state the date on which he/she was appointed.

4.4.4. In the case of previously registered candidates deregistered due to non-payment of fees

- a) Re-registration application form (Annexure A)
- b) Certified copies of qualifications.
- c) Curriculum vitae.
- d) Certified copy of ID.

5. RE-REGISTRATION PROCEDURE

- 5.1.** Documents will be reviewed and confirmed by the Registration Department.
- 5.2.** Re-registration application fee is payable upon confirmation of documents has been concluded.
- 5.3.** Full assessment of the re-registration application will be conducted.
- 5.4.** Previously registered person temporarily withdrawn from professional practice due to extended leave because of illness will be required to undergo a re-registration interview.
- 5.5.** If an application is approved, an invoice indicating the total amount payable will be prepared by the Finance Department and sent to the previously registered person for payment. Council will allocate payment.
- 5.6.** The previously registered person whose application is approved and has paid the relevant fees, shall be re-registered as follows:
 - a) retaining the registration number allocated to him/her as at the date of suspension/cancellations of registration.
 - b) A new registration certificate will be made available for downloading on the registered person's profile.
 - c) The registered person's profile will indicate any period of deregistration on their record.

6. DISQUALIFICATION CONDITIONS

Section 19(3)(a) of the Act stipulates that:

- 6.1.** Despite subsection (2), the Council may refuse to register an applicant:
- i. if the applicant has been removed from an office of trust on account of improper conduct;
 - ii. has been convicted of an offence in the Republic, other than an offence committed prior to 27 April 1994 associated with political objectives, and was sentenced to imprisonment without an option of a fine, or, in the case of fraud, to a fine or imprisonment or both;
 - iii. if the applicant has, subject to paragraph (b) (refers to section 19 (3)(b)), been convicted of an offence in a foreign country and was sentenced to imprisonment without an option of a fine, or, in the case of fraud, to a fine or imprisonment or both;
 - iv. if the applicant is declared by the High Court to be of unsound mind or mentally disordered, or is detained under the Mental Health Act, 1973;
 - v. for as long as the applicant is disqualified from registration as a result of any punishment imposed on him or her under the Act;
 - vi. if the applicant is an un-rehabilitated insolvent whose insolvency was caused by his or her negligence or incompetence in performing work falling within the scope of the category in respect of which he or she is applying for registration.

7. APPEALS

- 7.1.** According to Section 24 of the Act, if an applicant is of the opinion that the SACPCMP in its refusal to register him or her, or to cancel his or her registration did not comply with section 33 of the Constitution, that applicant may appeal to the Council against that decision.
- 7.2.** To appeal the aggrieved applicant must:
- 7.2.1. make payment of the prescribed fees and
 - 7.2.2. lodge the appeal within 30 days from the date on which the refusal came to their knowledge,
- 7.3.** Appeals are governed by the SACPCMP's Appeal Policy.

ANNEXURE A



APPLICATION FOR REREGISTRATION

A. PREVIOUSLY REGISTERED PERSON'S DETAILS

Title (Dr/Mr/Mrs/Ms/Prof)		
Name/s		
Surname		
ID or Passport no.		
Registration no.		
Professional Designation		
Postal Address		
Contact details	Tel.	
	Mobile	
	E-mail	

B. DEREGISTRATION DETAILS

Reason for deregistration (tick ✓ applicable option)	Non-payment of annual fees	
	Temporary withdrawal from professional practice - extended leave necessitating withdrawal from professional practice due to Illness	
	Relocation	
	• Actively practicing in another jurisdiction	
	• Not actively practicing	
Period of deregistration (tick ✓ applicable option)	18 months or less	
	Between 19 months to 36 months	
	Other	
	State number of years here not if options above are not applicable	

For Office Use

C. DOCUMENT VERIFICATION (ADMINISTRATOR)*Confirmation of supporting documents (tick ✓ if submitted)*

All Applications		Certified copy of ID	
i	Extended leave because of illness	Doctor's or other certified medical practitioner's report	
ii	Practicing in other jurisdictions	Affidavit	
		A project profile report	
		Referee(s) report	
		Certified copies of letters of appointment	
		Curriculum vitae	
		Certified copies of qualifications	
iii	Candidates	Curriculum vitae	
		Certified copies of qualifications	

D. APPLICATION VERIFICATION (COORDINATOR)

Verified by:	
All required supporting documentation submitted (Y/N)	
Supporting documentation meets criteria (Y/N)	
Comments:	
Date	
Signature	

E. RE-REGISTRATION APPLICATION ASSESSMENT OUTCOME

Decision made by:	
Decision (tick (✓) appropriate option and provide reason for decision)	
Re-registration application approved	
Reasons	
Re-registration application rejected	
Reasons	
Date	
Signature	

ANNEXURE B**AFFIDAVIT TEMPLATE**

I, _____ ID number, _____

do hereby declare that:

brief summary setting out that the applicant actively practiced during the cancellation/deregistration period here...

Under penalty of Professional Code of Conduct violation, I hereby declare that the above stated facts, to the best of my knowledge, are true and correct. I am executing the affidavit fully aware that I will be subject to criminal, civil and/or administrative liabilities for any fraud or misrepresentation on my application for re-registration with the SACPCMP.

Dated this _____ day of _____ 20 _____

Signature: _____

Name of Commissioner of
Oaths: _____

Force No./Rank: _____

Physical/Postal Address: _____

Commissioner of Oath/South African Police Service
Station Stamp:



RULES FOR INQUIRY INTO IMPROPER CONDUCT: CALL FOR COMMENT

This submission of comments (call for comments) must be submitted, no later than 16:00 on 10 December 2023, to: Ms Mapula Ramolotja, SACPCMP Operations Office via email: Mapula.Ramolotja@sacpcmp.org.za

Name & Surname	
Designation	
Organisation	
Contact Detail (should clarification be sought)	
Comments or queries	
1. Comment:	
Suggested Amendment:	
2. Comment:	
Suggested Amendment:	
3. Comment:	
Suggested Amendment:	
4. Comment:	

RULES FOR INQUIRY INTO IMPROPER CONDUCT: CALL FOR COMMENTS_2023

Suggested Amendment:
5. Comment:
Suggested Amendment:
6. Comment:
Suggested Amendment:
7. Comment:
Suggested Amendment:
Any other comments, suggestions and amendments:

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