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REPUBLIC OF SOUTH AFRICA

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PRETORIA, 8 NOVEMBER 1991

No. 13612

PROKLAMASIE

van die

Staatspresident

van die Republiek van Suid-Afrika

No. R. 105, 1991

DATUM VAN INWERKINGTREDING VAN DIE
TWEDE WYSIGINGSWET OP DIE ORDONNANSIE
OP PLAASLIKE BESTUUR (ORANJE-VRYSTAAT)
(VOLKSRAAD), 1991 (WET No. 83 VAN 1991)

Kragtens die bevoegdheid my verleen by artikel 6
van die Tweede Wysigingswet op die Ordonnansie op
Plaaslike Bestuur (Oranje-Vrystaat) (Volksraad), 1991
(Wet No. 83 van 1991), bepaal ek hierby die datum
waarop hierdie Proklamasie in die *Staatskoerant* gepu-
bliseer word as die datum waarop genoemde Wet met
uitsluiting van artikel 3 in werking tree.

Gegee onder my Hand en die Seël van die Repu-
bliek van Suid-Afrika te Pretoria, op hede die Dertiende
dag van September Eenduisend Negehoenderd Een-
en-negentig.

F. W. DE KLERK,
Staatspresident.

Op las van die Staatspresident-in-Rade (Ministersraad
van die Volksraad):

H. J. KRIEL,
Minister van die Ministersraad van die Volksraad.

PROCLAMATION

by the

State President

of the Republic of South Africa

No. R. 105, 1991

DATE OF COMMENCEMENT OF THE LOCAL
GOVERNMENT ORDINANCE SECOND AMEND-
MENT ACT (ORANGE FREE STATE) (HOUSE OF
ASSEMBLY), 1991 (ACT No. 83 OF 1991)

Under the powers vested in me by section 6 of the
Local Government Ordinance Second Amendment Act
(Orange Free State) (House of Assembly), 1991 (Act
No. 83 of 1991), I hereby fix the date on which this Pro-
clamation is published in the *Gazette* as the date on
which the said Act with the exclusion of section 3 shall
come into operation.

Given under my Hand and the Seal of the Republic
of South Africa at Pretoria this Thirteenth day of Sep-
tember, One thousand Nine hundred and Ninety-one.

F. W. DE KLERK,
State President.

By Order of the State President-in-Council (Ministers'
Council of the House of Assembly):

H. J. KRIEL,
Minister of the Ministers' Council of the House of
Assembly.

GOEWERMENSKENNISGEWINGS**GOVERNMENT NOTICES****DEPARTEMENT VAN FINANSIES****DEPARTMENT OF FINANCE****No. R. 2627****8 November 1991****No. R. 2627****8 November 1991**

DOEANE- EN AKSYNSWET, 1964

CUSTOMS AND EXCISE ACT, 1964

WYSIGING VAN BYLAE No. 3 (No. 3/160)

AMENDMENT OF SCHEDULE No. 3 (No. 3/160)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Bylae No. 3 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon.

Under section 75 of the Customs and Excise Act, 1964, Schedule No. 3 to the said Act is hereby amended to the extent set out in the Schedule hereto.

J. A. VAN WYK,**J. A. VAN WYK,**

Adjunkminister van Finansies.

Deputy Minister of Finance.

BYLAE

I Korting- item	II				III Mate van Korting	Anno- tasies
	Tarief- pos	Korting- kode	T. S.	Beskrywing		
316.04	"8504.31	01.06	64	Deur na tariefpos No. 85.03 die volgende in te voeg: Transformatore met 'n gelamelleerde yster- of staalkern, met 'n kraghanteervermoë van minder as 500 V.A en 'n berekende sekondêre spanning van minder as 1 000 V (uitgesonderd spannings- en stroomtransformatore vir meting- en beskermingsdoeleindes geskik), vir die vervaardiging van WS-na-GS konvertors	Volle reg"	

Opmerking.—Voorsiening word gemaak vir 'n volle korting op reg op transformatore met 'n gelamelleerde yster- of staalkern, met 'n kraghanteervermoë van minder as 500 V.A en 'n berekende sekondêre spanning van minder as 1 000 V (uitgesonderd spannings- en stroomtransformatore vir meting- en beskermingsdoeleindes geskik), vir die vervaardiging van WS-na-GS konvertors.

SCHEDULE

I Rebate Item	II				III Extent of Rebate	Annota- tions
	Tariff Heading	Rebate Code	C. D.	Description		
316.04	"8504.31	01.06	64	By the insertion after tariff heading No. 85.03 of the following: Transformers with a laminated iron or steel core, having a power handling capacity of less than 500 V.A and a rated secondary voltage of less than 1 000 V (excluding voltage and current transformers suitable for metering and protective purposes), for the manufacture of AC to DC convertors	Full duty"	

Note.—Provision is made for a rebate of the full duty on transformers with a laminated iron or steel core, having a power handling capacity of less than 500 V.A and a rated secondary voltage of less than 1 000 V (excluding voltage and current transformers suitable for metering and protective purposes), for the manufacture of AC to DC convertors.

DEPARTEMENT VAN JUSTISIE**No. R. 2654****8 November 1991**

AANWYSING VAN KOMMISSARISSE VAN EDE Kragtens ARTIKEL 6 VAN DIE WET OP VREDE-REGTERS EN KOMMISSARISSE VAN EDE, 1963 (WET No. 16 VAN 1963): REGSTELLINGSKENNISGEWING

Die Engelse teks van Goewermentskennisgewing No. R. 2490, gepubliseer in *Staatskoerant* 13578 van 18 Oktober 1991, word hierby soos volg verbeter:

(i) Die vervanging van die nommer 45A met die nommer 49A waar dit in paragraaf (a) voorkom.

(ii) Die vervanging van die nommer 51A met die nommer 56A waar dit in paragraaf (b) voorkom.

DEPARTEMENT VAN LANDBOU**No. R. 2643****8 November 1991**

BEMARKINGSWET, 1968 (WET No. 59 VAN 1968)

SAGTEVRUGTESKEMA: KENNISGEWINGS VAN LEWERINGS

Ek, André Isak van Niekerk, Minister van Landbou, maak hierby ingevolge artikel 79 van die Bemarkingswet, 1968 (Wet No. 59 van 1968), bekend—

(a) dat die Sagtevrugteraad bedoel in artikel 6 van die Sagtevrugteskema gepubliseer by Proklamasie No. R. 220 van 1979, soos gewysig, kragtens artikel 46 van genoemde Skema die lasgewing in die Bylae hier- van uiteengesit, opgelê het;

(b) dat genoemde lasgewing deur my goedgekeur is en op die datum van publikasie hiervan in werking tree; en

(c) dat Goewermentskennisgewing No. R. 2300 van 28 September 1990, met ingang van genoemde datum van inwerkingtreding herroep word.

A. I. VAN NIEKERK,
Minister van Landbou.

BYLAE**Woordomskrywing**

1. In hierdie Bylae het enige woord of uitdrukking waaraan 'n betekenis in die Skema geheg is, daardie betekenis, en beteken "die Skema" die Sagtevrugteskema gepubliseer by Proklamasie No. R. 220 van 1979, soos gewysig.

Verstreking van kennisgewings van voorge- noemde lewerings

2. (1) Elke produsent van sagtevrugte wat van voor- neme is om sagtevrugte van 'n soort in kolom 1 van die Tabel vermeld, gedurende die tydperk in kolom 2 van die Tabel daarteenoor vermeld, vir uitvoerdoeleindes aan die Raad te lewer, moet die Raad voor of op die datum in kolom 3 van die Tabel daarteenoor vermeld, skriftelik kennis van die betrokke voorgenome lewering gee.

(2) 'n Kennisgewing in subklousule (1) bedoel, moet op 'n vorm verstrekk word wat vir dié doel op aanvraag van die Raad verkrygbaar is.

DEPARTMENT OF JUSTICE**No. R. 2654****8 November 1991**

DESIGNATION OF COMMISSIONERS OF OATHS IN TERMS OF SECTION 6 OF THE JUSTICES OF THE PEACE AND COMMISSIONERS OF OATHS ACT, 1963 (ACT No. 16 OF 1963): CORRECTION NOTICE

The English text of Government Notice No. R. 2490, published in *Government Gazette* 13578 of 18 October 1991, is hereby corrected as follows:

(i) The substitution of the number 45A for the number 49A where it appears in paragraph (a).

(ii) The substitution of the number 51A for the number 56A where it appears in paragraph (b).

DEPARTMENT OF AGRICULTURE**No. R. 2643****8 November 1991**

MARKETING ACT, 1968 (ACT No. 59 OF 1968)

DECIDUOUS FRUIT SCHEME: NOTICES OF DELIVERIES

I, André Isak van Niekerk, Minister of Agriculture, hereby make known in terms of section 79 of the Mar- keting Act, 1968 (Act No. 59 of 1968) that—

(a) the Deciduous Fruit Board referred to in section 6 of the Deciduous Fruit Scheme published by Procla- mation No. R. 220 of 1979, as amended, has under section 46 of the said Scheme made the determination set out in the Schedule hereto;

(b) the said determination has been approved by me and shall come into operation on the date of publication hereof; and

(c) Government Notice No. R. 2300 of 28 September 1990 is hereby repealed with effect from the said date of commencement.

A. I. VAN NIEKERK,
Minister of Agriculture.

SCHEDULE**Definitions**

1. Any word or expression in this Schedule to which a meaning has been assigned in the Scheme shall have that meaning, and "the Scheme" means the Decidu- ous Fruit Scheme published by Proclamation No. R. 220 of 1979, as amended.

Furnishing of notices of intended deliveries

2. (1) Each producer of deciduous fruit who intends to deliver deciduous fruit of a kind specified in column 1 of the Table to the Board for export purposes during the period specified in column 2 of the said Table oppo- site thereto, shall notify the Board in writing of the in- tended delivery concerned on or before the date speci- fied in column 3 of the said Table.

(2) A notice referred to in subclause (1) shall be furnished on a form that is obtainable on request from the Board for this purpose.

TABEL • TABLE

SLUITINGSdatum VIR KENNISGEWINGS VAN VOORGENOME LEWERINGS
CLOSING DATES FOR NOTICES OF INTENDED DELIVERIES

Soort sagtevrugte Kind of deciduous fruit	Tydperke waartydens lewerings beoog word Periods during which deliveries are intended	Sluitingsdatum vir kennisgewings Closing dates for notices
1. Appelkose/Apricots	1991-10-08-1992-08-31	1991-10-04.
2. Appels/Apples	1992-01-13-1992-08-31	1991-12-06.
3. Druie/Grapes	1991-11-05-1992-08-31	1991-11-01.
4. Nektariens/Nectarines	1991-10-08-1992-08-31	1991-10-04.
5. Pere/Pears	1991-12-10-1992-08-31	1991-12-06.
6. Perskes/Peaches	1991-10-08-1992-08-31	1991-10-04.
7. Pruime/Plums	1991-10-29-1992-08-31	1991-10-04.

No. R. 2674

8 November 1991

KOÖPERASIEWET, 1981 (WET No. 91 VAN 1981)

VERKOOP VAN LUSERNHOOI GEPRODUSEER IN
DIE GEBIED VAN DIE LYDENBURG VOORSPOED
KOÖPERASIE BEPERK: INTREKKING

Ek, André Isak van Niekerk, Minister van Landbou, handelende kragtens artikel 241 (3) van die Koöperasiewet, 1981 (Wet No. 91 van 1981), trek hierby Goewermentskennisgewing No. R. 522 van 11 April 1963 in.

A. I. VAN NIEKERK,
Minister van Landbou.

DEPARTEMENT VAN MANNEKRAG

No. R. 2628

8 November 1991

LOONWET, 1957

INTREKKING VAN LOONVASSTELLING 466:
BORSEL- EN BESEMNYWERHEID, SEKERE
GEBIEDE

Die Minister van Mannekrag is van voorneme om kragtens artikel 16 van die Loonwet, 1957, Loonvasstelling 466: Borsel- en Besemnywerheid, Sekere Gebiede, gepubliseer by Goewermentskennisgewing R. 2350 van 5 Oktober 1990, in te trek.

Enige persoon wat kommentaar oor die voorgestelde intrekking wil lewer, moet sodanige kommentaar binne 30 dae vanaf die datum van publikasie hiervan aan die Direkteur-generaal: Mannekrag, Privaatsak X117, Pretoria, 0001, voorlê.

No. R. 2629

8 November 1991

LOONWET, 1957

INTREKKING VAN LOONVASSTELLING 464: VOEDSEL, EETBARE NEUTE- EN VERSNAPERINGS-
NYWERHEID, REPUBLIEK VAN SUID-AFRIKA

Die Minister van Mannekrag is van voorneme om kragtens artikel 16 van die Loonwet, 1957, Loonvasstelling 464: Voedsel, Eetbare Neute- en Versnaperingsnywerheid, Republiek van Suid-Afrika, gepubliseer by Goewermentskennisgewing R. 2023 van 22 September 1989, in te trek.

No. R. 2674

8 November 1991

CO-OPERATIVES ACT, 1981 (ACT No. 91 OF 1981)

SALE OF LUCERNE HAY PRODUCED IN THE AREA
OF THE LYDENBURG VOORSPOED KOÖPERASIE
BEPERK: WITHDRAWAL

I, André Isak van Niekerk, Minister of Agriculture, acting under section 241 (3) of the Co-operatives Act, 1981 (Act No. 91 of 1981), hereby withdraw Government Notice No. R. 522 of 11 April 1963.

A. I. VAN NIEKERK,
Minister of Agriculture.

DEPARTMENT OF MANPOWER

No. R. 2628

8 November 1991

WAGE ACT, 1957

CANCELLATION OF WAGE DETERMINATION 466:
BRUSH AND BROOM MANUFACTURING INDUS-
TRY, CERTAIN AREAS

The Minister of Manpower proposes, in terms of section 16 of the Wage Act, 1957, to cancel Wage Determination 466: Brush and Broom Manufacturing Industry, Certain Areas, published under Government Notice R. 2350 of 5 October 1990.

Any person who desires to comment on the proposed cancellation should submit such comment within 30 days from the date of publication hereof to the Director-General: Manpower, Private Bag X117, Pretoria, 0001.

No. R. 2629

8 November 1991

WAGE ACT, 1957

CANCELLATION OF WAGE DETERMINATION 464:
FOOD, EDIBLE NUTS AND SNACKS INDUSTRY,
REPUBLIC OF SOUTH AFRICA

The Minister of Manpower proposes, in terms of section 16 of the Wage Act, 1957, to cancel Wage Determination 464: Food Edible Nuts and Snacks Industry, Republic of South Africa, published under Government Notice R. 2023 of 22 September 1989.

Enige persoon wat kommentaar oor die voorgestelde intrekking wil lewer, moet sodanige kommentaar binne 30 dae vanaf die datum van publikasie hiervan aan die Direkteur-generaal: Mannekrag, Privaatsak X117, Pretoria, 0001, voorlê.

No. R. 2655

8 November 1991

WET OP ARBEIDSVERHOUDINGE, 1956

HAARKAPPERSBEDRYF, SUID- EN WEST-TRANSVAAL: VERLENGING VAN SIEKTEBYSTANDSFONDSOOREENKOMS

Ek, Dennis van der Walt, Direkteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verleng hierby, kragtens artikel 48 (4) (a) (i) van die Wet op Arbeidsverhoudinge, 1956, die tydperke vasgestel in Goewermentskennisgewings R. 2512 van 13 November 1987, R. 2518 van 15 Desember 1988, R. 803 van 21 April 1989, R. 1149 van 25 Mei 1990 en R. 897 van 26 April 1991, met 'n verdere tydperk wat op 31 Desember 1993 eindig.

D. VAN DER WALT,

Direkteur: Arbeidsverhoudinge.

No. R. 2656

8 November 1991

WET OP ARBEIDSVERHOUDINGE, 1956

HAARKAPPERSBEDRYF, SUID- EN WEST-TRANSVAAL: VERLENGING VAN SIEKTEBESOLDIGINGSFONDSOOREENKOMS

Ek, Dennis van der Walt, Direkteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verleng hierby, kragtens artikel 48 (4) (a) (i) van die Wet op Arbeidsverhoudinge, 1956, die tydperke vasgestel in Goewermentskennisgewings R. 2513 van 13 November 1987, R. 2627 van 23 Desember 1988 en R. 2275 van 20 September 1991 met 'n verdere tydperk wat op 31 Desember 1993 eindig.

D. VAN DER WALT,

Direkteur: Arbeidsverhoudinge.

No. R. 2657

8 November 1991

WET OP ARBEIDSVERHOUDINGE, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID: HERNUWING VAN ISPA SUBGROEPOOREENKOMS

Ek, Dennis van der Walt, Direkteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verklaar hierby kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalinge van Goewermentskennisgewings R. 2472 van 10 November 1989 en R. 3044 van 4 Januarie 1991, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1992 eindig.

E. VAN DER M. LOUW,

Direkteur: Arbeidsverhoudinge.

Any person who desires to comment on the proposed cancellation should submit such comment within 30 days from the date of publication hereof to the Director-General: Manpower, Private Bag X117, Pretoria, 0001.

No. R. 2655

8 November 1991

LABOUR RELATIONS ACT, 1956

HAIRDRESSING TRADE, SOUTHERN AND WESTERN TRANSVAAL: EXTENSION OF SICK BENEFIT FUND AGREEMENT

I, Dennis van der Walt, Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (i) of the Labour Relations Act, 1956, extend the periods fixed in Government Notices R. 2512 of 13 November 1987, R. 2518 of 15 December 1988, R. 803 of 21 April 1989, R. 1149 of 25 May 1990 and R. 897 of 26 April 1991, by a further period ending 31 December 1993.

D. VAN DER WALT,

Director: Labour Relations.

No. R. 2656

8 November 1991

LABOUR RELATIONS ACT, 1956

HAIRDRESSING TRADE, SOUTHERN AND WESTERN TRANSVAAL: EXTENSION OF SICK PAY FUND AGREEMENT

I, Dennis van der Walt, Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby in terms of section 48 (4) (a) (i) of the Labour Relations Act, 1956, extend the periods fixed in Government Notices R. 2513 of 13 November 1987, R. 2627 of 23 December 1988 and R. 2275 of 20 September 1991, by a further period ending 31 December 1993.

D. VAN DER WALT,

Director: Labour Relations.

No. R. 2657

8 November 1991

LABOUR RELATIONS ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY: RENEWAL OF ISPA SUBGROUP AGREEMENT

I, Dennis van der Walt, Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices R. 2472 of 10 November 1989 and R. 3044 of 4 January 1991, to be effective from the date of publication of this notice and for the period ending 30 June 1992.

E. VAN DER M. LOUW,

Director: Labour Relations.

No. R. 2658

8 November 1991

WET OP ARBEIDSVERHOUDINGE, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLUR-
GIESE NYWERHEID: HERBEKRAGTIGING VAN
HOOFDOOREENKOMS

Ek, Eli van der Merwe Louw, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1992 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die genoemde Ooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (d), 2 en 3 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1992 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die genoemde Ooreenkoms gespesifiseer.

E. VAN DER M. LOUW,

Minister van Mannekrag.

Opmerking:NASIONALE NYWERHEIDSRAAD VIR DIE YSTER-,
STAAL-, INGENIEURS- EN METALLURGIESE
NYWERHEID

Werkgewers wat nie lede is nie van enige van die werkgewersorganisasies wat partye by die bogemelde Ooreenkoms is, se aandag word daarop gevestig dat—

(a) daar ingevolge artikel 51 (3) van die Wet op Arbeidsverhoudinge, 1956, by bogenoemde Nywerheidsraad aansoek gedoen kan word om vrystelling van almal of enige van die bepalings van 'n ooreenkoms wat deur die partye by die raad aangegaan en wat ingevolge genoemde Wet bindend is; en

(b) artikel 51 (6) van genoemde Wet voorsiening maak dat enige persoon wat hom veronreg voel deur enige beslissing van die Raad, te eniger tyd na die Minister van Mannekrag teen sodanige beslissing kan appelleer.

BYLAENASIONALE NYWERHEIDSRAAD VIR DIE YSTER-,
STAAL-, INGENIEURS- EN METALLURGIESE NYWER-
HEID**HOOFDOOREENKOMS**

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

**Association of Electrical Cable Manufacturers of
South Africa
Automotive Parts Production Engineers' Associa-
tion
Border Engineering Industries Association**

No. R. 2658

8 November 1991

LABOUR RELATIONS ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGI-
CAL INDUSTRY: RE-ENACTMENT OF MAIN
AGREEMENT

I, Eli van der Merwe Louw, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1992, upon the employers' organisations and the trade unions which entered into said Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (d), 2 and 3 shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1992, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

E. VAN DER M. LOUW,

Minister of Manpower.

Note:NATIONAL INDUSTRIAL COUNCIL FOR THE IRON,
STEEL, ENGINEERING AND METALLURGICAL IN-
DUSTRY

The attention of employers who are not members of any of the employers' organisations which are parties to the Agreement hereunder are invited to—

(a) the fact that they may in terms of section 51 (3) of the Labour Relations Act, 1956, apply for exemption to the above-mentioned Industrial Council from all or any of the provisions of an agreement entered into by the parties to the Council which is binding in terms of this Act; and

(b) section 51 (6) of the aforementioned Act which provides for any person who feels aggrieved by any decision of the Council to appeal at any time to the Minister of Manpower against that decision.

SCHEDULENATIONAL INDUSTRIAL COUNCIL FOR THE IRON,
STEEL, ENGINEERING AND METALLURGICAL
INDUSTRY**MAIN AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

**Association of Electrical Cable Manufacturers of
South Africa
Automotive Parts Production Engineers' Associa-
tion
Border Engineering Industries Association**

Bright Bar Association
 Cape Engineers' and Founders' Association
 Constructional Engineering Association (South Africa)
 Covered Conductor Manufacturers' Association
 Domestic Appliance Manufacturers' Association of South Africa
 Electrical Engineering and Allied Industries Association
 Electronics and Telecommunications Industries Association
 Fire Protection Industries Association of South Africa
 Gate and Fence Association
 Hand Tool Manufacturers' Association
 Heavy Engineering Manufacturers' Association
 Lift Engineering Association of South Africa
 Light Engineering Industries Association of South Africa
 Materials Handling Association
 Natal Engineering Industries Association
 Non-Ferrous Metal Industries Association of South Africa
 Plastics Manufacturers' Association of South Africa
 Port Elizabeth Engineers' Association
 Precision Manufacturing Engineers' Association
 Pressure Vessel Manufacturers' Association of South Africa
 Radio, Appliance and Television Association of South Africa
 Refrigeration and Air Conditioning Manufacturers' and Suppliers' Association
 Sheetmetal Industries Association of South Africa
 S.A. Agricultural Machinery Association
 S.A. Association of Shipbuilders and Repairers
 S.A. Electro-Plating Industries Association
 S.A. Engineers and Founders Association
 S.A. Fasteners Manufacturers' Association
 S.A. Foundry Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Machine Tool Manufacturers' Association
 S.A. Pump Manufacturers' Association
 S.A. Radio and Television Manufacturers' Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Valve and Actuator Manufacturers' Association
 S.A. Wire and Wire Rope Manufacturers' Association

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

Amalgamated Engineering Union of South Africa
 Amalgamated Society of Woodworkers of South Africa
 Engineering Industrial and Mining Workers' Union of South Africa
 Iron Moulders' Society of South Africa
 Metal and Electrical Workers Union of South Africa
 Mineworkers' Union
 National Union of Metalworkers of South Africa
 Radio, Television, Electronics and Allied Workers' Union
 S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society
 S.A. Electrical Workers' Association
 S.A. Yster-, Staal- en Verwante Nywerhede-Unie
 Steel, Engineering and Allied Workers Union of S.A.

(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid.

Bright Bar Association
 Cape Engineers' and Founders' Association
 Constructional Engineering Association (South Africa)
 Covered Conductor Manufacturers' Association
 Domestic Appliance Manufacturers' Association of South Africa
 Electrical Engineering and Allied Industries Association
 Electronics and Telecommunications Industries Association
 Fire Protection Industries Association of South Africa
 Gate and Fence Association
 Hand Tool Manufacturers' Association
 Heavy Engineering Manufacturers' Association
 Lift Engineering Association of South Africa
 Light Engineering Industries Association of South Africa
 Materials Handling Association
 Natal Engineering Industries Association
 Non-Ferrous Metal Industries Association of South Africa
 Plastics Manufacturers' Association of South Africa
 Port Elizabeth Engineers' Association
 Precision Manufacturing Engineers' Association
 Pressure Vessel Manufacturers' Association of South Africa
 Radio, Appliance and Television Association of South Africa
 Refrigeration and Air Conditioning Manufacturers' and Suppliers' Association
 Sheetmetal Industries Association of South Africa
 S.A. Agricultural Machinery Association
 S.A. Association of Shipbuilders and Repairers
 S.A. Electro-Plating Industries Association
 S.A. Engineers and Founders Association
 S.A. Fasteners Manufacturers' Association
 S.A. Foundry Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Machine Tool Manufacturers' Association
 S.A. Pump Manufacturers' Association
 S.A. Radio and Television Manufacturers' Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Valve and Actuator Manufacturers' Association
 S.A. Wire and Wire Rope Manufacturers' Association

(hereinafter referred to as the "employers" or the "employer's organisation"), of the one part, and the

Amalgamated Engineering Union of South Africa
 Amalgamated Society of Woodworkers of South Africa
 Engineering Industrial and Mining Workers' Union of South Africa
 Iron Moulders' Society of South Africa
 Metal and Electrical Workers Union of South Africa
 Mineworkers' Union
 National Union of Metalworkers of South Africa
 Radio, Television, Electronics and Allied Workers' Union
 S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society
 S.A. Electrical Workers' Association
 S.A. Yster-, Staal- en Verwante Nywerhede-Unie
 Steel, Engineering and Allied Workers Union of S.A.

(hereinafter referred to as the "employees" or the "trade unions"), of the other part,

being the parties to the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry.

DEEL I**1. TOEPASSINGSBESTEK VAN OOREENKOMS**

(1) Hierdie Ooreenkoms moet nagekom word—

(a) in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid oral in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai;

(b) in die provinsies Transvaal en Natal deur die afdeling van die Nywerheid betrokke by die installering, herstel en versiening van radio's, koelkaste en huishoudelike elektriese toestelle;

(c) in die landdrosdistrikte Die Kaap, Durban, Johannesburg, Oos-Londen, Pietersburg en Pinetown deur die afdeling van die Nywerheid betrokke by die vervaardiging van radio's;

(d) deur alle werkgewers en werknemers wat lede van onderskeidelik die werkgewersorganisasies en die vakverenigings is.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms nie van toepassing nie op—

(a) die installering, herstel en versiening van radio's en huishoudelike elektriese toestelle in die provinsies die Kaap die Goeie Hoop en die Oranje-Vrystaat;

(b) die vervaardiging, vir verkoop, van standaard-snelsnygereedskap gemaak van sneldraaistaal deur middel van masjinerie en/of uitrusting en/of metodes wat spesifiek aangepas en/of ontwerp is vir produksie deur middel van herhalingsprosesse, in die landdrosdistrikte Johannesburg, Boksburg, Vereeniging en Pietermaritzburg;

(c) die vervaardiging van aluminiumplaat en/of -foelie en werksaamhede wat in verband daarmee staan;

(d) die installering en/of herstel en/of onderhoud van elektriese hysers en roltrappe;

(e) die produksie van yster en/of staal en/of ysterlegerings;

(f) die installering, onderhoud en herstel van elektriese uitrusting soos bedoel in paragraaf (b) van die omskrywing "Elektrotegniese Ingenieursnywerheid" in klousule 3 van Deel I van hierdie Ooreenkoms in die provinsies die Kaap die Goeie Hoop en die Oranje-Vrystaat;

(g) die vervaardiging van wolframarbeid (harde metaal);

(h) die monteer, versiening, installering, onderhoud en/of herstel van instrumente, uitrusting, masjiene, toestelle en apparaat, hetsy daar gebruik gemaak word van hand-, fotografiese, meganiese, elektriese, elektrostatiese of elektroniese beginsels of enige kombinasie van sodanige beginsels, wat in die eerste plek bedoel is vir gebruik in rekeningkunde en/of sake- en/of berekenings- en/of kantoor- en/of opvoedkundige prosedures;

(i) die Nywerheid vir die Vervaardiging van Hortjieblindes en Verwante Produkte in die provinsie Transvaal;

(j) die installering en/of herstel van diefstal- en/of ander soortgelyke alarmstelsels in die provinsies die Kaap die Goeie Hoop en die Oranje-Vrystaat;

(k) die vervaardiging van loodgieters- en/of ingenieursgeelkoperware deur middel van swaartekragvormgiëting en/of drukvormgiëting en/of warmers en/of masjinerie;

(l) die onderneming van die firma Union Steel Corporation of South Africa (Pty) Limited in die landdrosdistrik Vereeniging, Transvaal;

(m) die Slotmakerybedryf in die landdrosdistrikte Benoni, Boksburg, Die Kaap, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort en Springs;

(n) die produksie vir verkoop, van sweiselektrodes deur middel van masjinerie en/of uitrusting en/of metodes wat spesifiek aangepas en/of ontwerp is vir produksie deur middel van herhalingsprosesse, in die landdrosdistrikte Brits, Germiston, Kempton Park en Pretoria.

PART I**1. SCOPE OF APPLICATION OF AGREEMENT**

(1) The terms of this Agreement shall be observed—

(a) in the Iron, Steel, Engineering and Metallurgical Industry throughout the Republic of South Africa, excluding the port and settlement of Walvis Bay;

(b) in the Provinces of the Transvaal and Natal by the section of the Industry concerned with the installation, repair and servicing of radios, refrigerators and domestic electrical appliances;

(c) in the Magisterial Districts of Durban, East London, Johannesburg, Pietersburg, Pinetown and The Cape by the section of the Industry concerned with radio manufacture;

(d) by all employers and employees who are members of the employers' organisations and trade unions, respectively.

(2) Notwithstanding the provisions of subsection (1), the terms of this Agreement shall not apply to—

(a) the installation, repair and servicing of radios and domestic electrical appliances in the Provinces of the Cape of Good Hope and the Orange Free State;

(b) the manufacture, for sale, of standard high-speed cutting tools made from high-speed steel by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Johannesburg, Boksburg, Vereeniging and Pietermaritzburg;

(c) the manufacture of aluminium sheet and/or foil and interrelated operations;

(d) the installation and/or repair and/or maintenance of electrical lifts and escalators;

(e) the production of iron and/or steel and/or ferro-alloys;

(f) the installation, maintenance and repair of electrical equipment referred to in paragraph (b) of the definition "Electrical Engineering Industry" in section 3 of Part I of this Agreement in the Provinces of the Cape of Good Hope and the Orange Free State;

(g) the manufacture of tungsten carbide (hard metal);

(h) the assembling, servicing, installation, maintenance and/or repair of appliances, equipment, machines, devices and apparatus, whether utilising manual, photographic, mechanical, electrical, electrostatic or electronic principles, or any combination of such principles, that are primarily intended for use in accounting and/or business and/or calculating and/or office and/or educational procedures;

(i) the Venetian Blind and Allied Products Manufacturing Industry in the Province of the Transvaal;

(j) the installation and/or repair of burglar and/or other similar alarm systems in the Provinces of the Cape of Good Hope and the Orange Free State;

(k) the manufacture of plumbers' and/or engineers' brassware by means of gravity die-casting and/or pressure die-casting and/or hot pressing and/or machining;

(l) the undertaking of Union Steel Corporation of South Africa (Pty) Limited in the Magisterial District of Vereeniging, Transvaal;

(m) the Locksmithing Trade in the Magisterial District of Benoni, Boksburg, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort, Springs and The Cape;

(n) the production, for sale, of welding electrodes by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Brits, Germiston, Kempton Park and Pretoria;

(o) die onderneming van die firma Alusaf (Pty) Ltd in die landdrosdistrik Lower Umfolozi;

(p) (i) die vervaardiging deur middel van massaproduksiemetodes uit plaatmetaal met 'n dikte van hoogstens 2,108 mm van —

(aa) kommersiële, gewone of gelitografeerde houers vir die verpakking van algemene handelsware, maar nie die vervaardiging van sodanige houers deur iemand vir die verpakking van sy eie produkte nie;

(ab) deksels vir bottels, flesse en ander houers;

(ac) gewone of gelitografeerde metaalspeelgoed;

(ad) gewone of gelitografeerde vertoontablette;

(ii) die vervaardiging van gewone of gelitografeerde, vaste en/of voubare buise uit nie-ysterhoudende metaalklompe. Vir die toepassing van hierdie subparagraaf beteken "vaste buis" 'n houer.

[Vir die toepassing van subparagrafe (i) en (ii) beteken 'n "houer" 'n gewone of gelitografeerde artikel wat ontwerp is vir die verpakking van produkte wat vervoer of verkoop moet word en wat met 'n deksel of doppe of ander soort prop toegemaak kan word.];

(q) die vervaardiging uit tinplaat met 'n dikte van hoogstens 0,416 mm van koffers en ander houers wat ontwerp is om persoonlike besittings, sportuitrusting, gereedskap en dokumente te bevat, en van ander ware wat hoofsaaklik uit sodanige tinplaat vervaardig is.

(3) Ondanks subklousule (1), is hierdie Ooreenkoms van toepassing op —

(a) vakleerlinge slegs in die mate waarin dit nie onbestaanbaar is nie met die Wet op Mannekragopleiding, 1981, of met 'n kontrak daarkragtens aangegaan of voorwaardes daarkragtens vasgestel; en

(b) kwekelinge wat opgelei word kragtens artikel 30 van die Wet op Mannekragopleiding, 1981, slegs vir sover dit nie onbestaanbaar is nie met daardie Wet op met voorwaardes daarkragtens vasgestel.

(4) Ondanks die beperking van die Ooreenkoms tot die werksaamhede daarin gelys —

(a) is die klousules aangaande Verlofbesoldiging, Addisionele Verlofbesoldiging en Verlofbonus in Deel I van hierdie Ooreenkoms van toepassing op alle werknemers wat operatiewe prosesse verrig en 'n loon ontvang wat gelyk is aan of meer is as dié wat in hierdie Ooreenkoms van tyd tot tyd voorgeskryf word vir Loon D-werknemers, hetsy weekliks of maandeliks besoldig, maar uitgesonderd betaling vir oortydwerk;

(b) mag niemand wat regstreeks werksaam is in 'n vervaardigings- of produksieproses 'n loon ontvang wat minder is as die loon soos in Deel II van hierdie Ooreenkoms van tyd tot tyd vir 'n, Loon I-werknemer voorgeskryf nie.

Vir die toepassing van hierdie klousule is "werksaam in 'n vervaardigings- of produksieproses" van toepassing op werknemers wie se loonskale nie in hierdie Ooreenkoms gelys word nie maar wie se aktiwiteite regstreeks verwant is aan die skepping van ingenieursgoedere en/of dienste soos in die toepassingsbestek van hierdie Ooreenkoms omskryf. Hierdie bepaling is nie van toepassing op werk verrig deur administratiewe personeel en/of werknemers werksaam in nie-produktiewe werksaamhede nie.

(5) Die diensvoorwaardes van 'n wag word ooreenkomstig hierdie Ooreenkoms gereël, behalwe ten opsigte van werkeure, wat hoogstens 48 uur per week is.

(6) Die diensvoorwaardes van —

werknemers in diens op werk ten opsigte waarvan die loontarief in die Ooreenkoms gelys in teen Tarief I, en

(o) the undertaking of Alusaf (Pty) Ltd, in the Magisterial District of Lower Umfolozi;

(p) (i) the manufacture by mass production methods from sheet-metal of a gauge not exceeding 2,108 mm of —

(aa) commercial, plain or lithographed containers for packaging of general merchandise, but excluding the manufacture of such containers by any person for the packaging of his own products;

(ab) bottle, jar and other container closures;

(ac) plain or lithographed metal toys;

(ad) plain or lithographed display tablets;

(ii) the manufacture of plain or lithographed, rigid and/or collapsible tubes from non-ferrous metal slugs. For the purposes of this subparagraph, "rigid tube" means a container.

[For the purposes of subparagraphs (i) and (ii), a "container" means a plain or lithographed article designed for the packing for transport or sale of products and capable of being closed by means of a lid or cap or any other type of closure.];

(q) the manufacture from tinplate of a gauge not exceeding 0,416 mm of trunks and other containers designed to hold personal effects, sporting kit, tools and documents, and other lines manufactured principally from such tinplate.

(3) Notwithstanding the provisions of subsection (1), the terms of this Agreement shall apply to —

(a) apprentices only to the extent to which they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder; and

(b) trainees under training in terms of section 30 of the Manpower Training Act, 1981, only in so far as they are not inconsistent with the provisions of the Act or any conditions fixed thereunder.

(4) Notwithstanding the limitation of the Agreement to the operations therein scheduled —

(a) the provisions of the section relating to Leave pay, Additional Leave pay and Leave bonus of Part I of this Agreement shall apply to all employees employed in operative processes receiving a rate of pay equivalent to or more than that prescribed from time to time in the Agreement for Rate D employees, whether paid weekly or monthly, but excluding payment for overtime;

(b) no person directly employed in a manufacturing or production process shall be paid a wage less than Rate I as prescribed from time to time in Part II of this Agreement.

For the purposes of this section, "employed in a manufacturing or production process" shall apply to those employees whose rate of pay is not scheduled in this Agreement but whose activities are directly concerned with the creation of the engineering goods and/or services as covered by the scope of application of this Agreement. This provision shall not apply to the work carried out by administrative personnel and/or those employees employed on non-production operations.

(5) The conditions of employment of watchmen shall be regulated by the provisions of this Agreement, except in respect of working hours, which shall be a maximum of 48 hours per week.

(6) The conditions of employment of —

employees employed on work for which the rate of pay is scheduled in the Agreement at Rate I, and

werk ten opsigte waarvan die loontarief in die Ooreenkoms gelys is teen Tarief I,

moet geag word werknemers en/of werk, na gelang van die geval, te wees waarvoor die loontarief in die Ooreenkoms gelys is teen Tarief H.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956, vasstel en bly van krag tot 30 Junie 1992 of vir die tydperk wat die Minister bepaal.

3. SPESIALE BEPALINGS

Klousules 23 en 28 van Deel I van die Ooreenkoms by Goewermentskennisgewing R. 1329 van 27 Junie 1980, soos gewysig, verleng, hernieu en herbekragtig by Goewermentskennisgewings R. 295 van 20 Februarie 1981, R. 879 en R. 880 van 1 Mei 1981, R. 1201 van 25 Junie 1982, R. 45 van 14 Januarie 1983, R. 1293 van 24 Junie 1983, R. 1376 van 1 Julie 1983, R. 2191 van 7 Oktober 1983, R. 922 van 11 Mei 1984, R. 1329 van 29 Junie 1984, R. 2092 van 21 September 1984, R. 222 van 8 Februarie 1985, R. 1577 van 19 Julie 1985, R. 997 van 23 Mei 1986, R. 1744 van 22 Augustus 1986, R. 1567 van 14 Julie 1987, R. 1568 van 17 Julie 1987, R. 2455 van 30 Oktober 1987, R. 2545 van 13 Desember 1988, R. 1327 van 23 Junie 1989, R. 1328 van 23 Junie 1989, R. 1431 van 30 Junie 1989, R. 2465 van 10 November 1989 en R. 3046 van 4 Januarie 1991 (hierna die Vorige Ooreenkoms genoem), soos gewysig van tyd tot tyd gewysig en herbekragtig is van toepassing op werkgewers en werknemers.

4. ALGEMENE BEPALINGS

Klousules 3 tot en met 22, 24 tot en met 27, 29 tot en met 37, van Deel I, Deel II van die Vorige Ooreenkoms (soos van tyd tot tyd gewysig en herbekragtig) is van toepassing op werkgewers en werknemers.

5. KLOUSULE 3: WOORDOMSKRYWING

In die omskrywing van "kwekeling", in die negende, tiende en elfde reëls, skrap die uitdrukking "en/of die Ooreenkoms vir Erkenning as Vakman, soos gepubliseer by Goewermentskennisgewing R. 1705 van 13 Augustus 1982."

6. KLOUSULE 4: WERKURE

(1) Vervang subklousule (1) deur die volgende:

"(1)(a) Die gewone werkure moet hoogstens 44 in 'n week wees vir—

(i) werknemers of dagskof en/of nagskof;

(ii) werknemers wat volgens die tweeskof en/of drieskofstelsel werk.

(b) Die gewone ure per skof moet hoogstens dié wees soos bepaal in die betrokke omskrywings van "dagskof" en/of "nagskof" in klousule 3."

(2) Vervang subklousule (3) deur die volgende:

"(3) Behoudens paragraaf (a) hiervan, is oortydwerk vrywillig en tensy anders deur die Raad gemagtig, mag die maksimum oortydure wat in 'n week gewerk kan word, insluitende werk op Sondae, hoogstens 10 ure per week wees.

In bedryfsinrigtings waar 'n drieskof deurlopende prosesstelsel van toepassing is, wat tot 'n maksimum van vier uur oortydwerk in die gewone werkweek insluit, word 'n werknemer geag ooreen te gekom het om sodanige oortydwerk as verpligte oortydwerk te beskou indien hy werk by so 'n bedryfsinrigting aanvaar."

7. KLOUSULE 5: OORTYDWERK EN BESOLDIGING VIR WERK OP SONDAE

In subklousule (7) (a) en (b) vervang die uitdrukking "12 persent" deur die uitdrukking "15 persent."

work for which the rate of pay is scheduled in the Agreement at Rate I

shall be deemed to be employees and/or work, as the case may be, for which the rate of pay is scheduled in the Agreement at Rate H.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower in terms of section 48 of the Labour Relations Act, 1956, and shall remain in force until 30 June 1992 or for such period as the Minister may determine.

3. SPECIAL PROVISIONS

The provisions contained in sections 23 and 28 of Part I of the Agreement published under Government Notice R. 1329 of 27 June 1980, as amended, extended, renewed and re-enacted by Government Notices R. 295 of 20 February 1981, R. 879 and R. 880 of 1 May 1981, R. 1201 of 25 June 1982, R. 45 of 14 January 1983, R. 1293 of 24 June 1983, R. 1376 of 1 July 1983, R. 2191 of 7 October 1983, R. 922 of 11 May 1984, R. 1329 of 29 June 1984, R. 2092 of 21 September 1984, R. 222 of 8 February 1985, R. 1577 of 19 July 1985, R. 997 of 23 May 1986, R. 1744 of 22 August 1986, R. 1567 of 14 July 1987, R. 1568 of 17 July 1987, R. 2455 of 30 October 1987, R. 2545 of 13 December 1988, R. 1327 of 23 June 1989, R. 1328 of 23 June 1989, R. 1431 of 30 June 1989, R. 2465 of 10 November 1989 and R. 3046 of 4 January 1991 (hereinafter referred to as the Former Agreement), as amended and re-enacted from time to time, shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in sections 3 to 22 inclusive, 24 to 27 inclusive, 29 to 37 inclusive, of Part I, and Part II of the Former Agreement (as amended and re-enacted from time to time) shall apply to employers and employees.

5. SECTION 3: DEFINITIONS

In the definition of "trainee", at the eighth, ninth and tenth lines, delete the expression "and/or the Journeyman Recognition Agreement, as published under Government Notice R. 1705 of 13 August 1982."

6. SECTION 4: HOURS OF WORK

(1) Substitute the following for subsection (1):

"(1)(a) The ordinary hours of work shall not exceed 44 in any one week for—

(i) employees on day shift and/or night shift;

(ii) employees working on the two and/or three shift system.

(b) The ordinary hours per shift shall not exceed those specified in the relevant definitions of "day shift" and/or "night shift" in section 3."

(2) Substitute the following for subsection (3):

"(3) Overtime shall be voluntary and unless otherwise authorised by the Council, the maximum overtime that may be worked in any week, including work on Sundays, shall not exceed 10 hours per week.

In establishments which operate a three shift continuous process system, which includes up to a maximum of four hours overtime in the normal working week, an employee shall be deemed to have agreed to regard such overtime as compulsory overtime if he accepts work at such an establishment."

7. SECTION 5: OVERTIME AND PAYMENT FOR WORK ON SUNDAYS

In subsections (7) (a) and (b) substitute the expression "15 per cent" for the expression "12 per cent."

8. KLOUSULE 7: KORTTYDWERK

Skrap hierdie klousule in sy geheel en voeg die volgende in: "Sien klousule 35 (2) van hierdie Ooreenkoms."

9. KLOUSULE 8: BETALING VAN VERDIENSTE

(1) In die vierde reël van subklousule (2) (a), tussen die woorde "verskuldig" en "tweeweekliks", voeg die uitdrukking "weekliks," in.

(2) Vervang subklousule (2) (d) deur die volgende:

"(d) Die bepalinge van subklousule (2) (b) kan onmiddellik in werking gestel word ten opsigte van die werknemers wat ten gunste is van maandelikse betaalprosedures mits die betrokke Streekraad vooraf in kennis gestel word. Ten opsigte van die werknemers wat nie ten gunste van maandelikse betaalprosedures is nie, moet die werkgever, voordat hy die bepalinge van subklousule (2) (b) in werking stel, aan dié werknemers en die betrokke Streekraad minstens drie maande vooraf kennis gee van die instelling van maandelikse betaalprosedures ten opsigte van daardie werknemers en verduidelik op watter wyse die betaling van verdienste gedoen sal word."

10. KLOUSULE 9: DIENSBEEÏNDIGING AS GEVOLG VAN SWANGERSKAP

In die vierde reël van subklousule (3) vervang die uitdrukking "soos voorsien in klousule 35 van hierdie Ooreenkoms" deur die uitdrukking "soos bepaal in die Bylae van hierdie klousule".

11. KLOUSULE 11(bis): ADDISIONELE BETAALDE VAKANSIEDAG

Vervang die bestaande klousule deur die volgende:

"11 bis. ADDISIONELE BETAALDE VAKANSIEDAG

Dinsdag 16 Junie 1992 is 'n addisionele betaalde vakansiedag waarop die bepalinge van klousule 11 *mutatis mutandis* van toepassing is."

12. KLOUSULE 12: VERLOFBESOLDIGING

(1) In die vierde reël van subklousule (1), tussen die uitdrukkings "berekende word teen" en "die uurloon", voeg die uitdrukking "45 vermenigvuldig met" in.

(2) Voeg die volgende by subklousule (1) in:

"Met dien verstande dat, in die bedryfsinrigtings waar die gewone werkure ten tyde van die inwerkingtreding van hierdie Ooreenkoms minder is as 44 uur, verlof bereken moet word op die grondslag van die gewone ure in die bedryfsinrigting gewerk, vermenigvuldig met die uurloon, soos in hierdie Ooreenkoms omskryf, wat die werknemer ontvang of geregtig is om te ontvang op die datum waarop hy vir sy verlof met besoldiging kwalifiseer."

(3) Voeg die volgende by subklousule (3) (a) in:

"(v) kort skofte gewerk terwyl korttyd gewerk word, moet tel as skofte wat werklik gewerk is. Vir doeleindes van die verlof met besoldiging in hierdie klousule bedoel, moet werknemers wat 27 uur of langer, versprei oor drie of vier dae, werk, bo en behalwe die skofte wat werklik gewerk is, met een addisionele skof gekrediteer word."

(4) Voeg die volgende voorbehoudsbepaling by subklousule (3) (c) in:

"Met dien verstande dat vir die toepassing van hierdie subklousule openbare vakansiedae 16 Junie 1992 insluit."

(5) In die derde reël van subklousule (4) (a) vervang die uitdrukking "in kontant" deur die uitdrukking "op 'n wyse soos by klousule 8 van hierdie Ooreenkoms bepaal."

8. SECTION 7: SHORT-TIME

Delete the full text of this section and insert the following: "Refer to section 35 (2) of this Agreement."

9. SECTION 8: PAYMENT OF EARNINGS

(1) In the fourth line of subsection (2) (a) between the words "paid" and "fortnightly" insert the expression "weekly,".

(2) Substitute the following for subsection (2) (d):

"(d) The provisions of subsection (2) (b) may be implemented with immediate effect in respect of those employees in favour of monthly payment procedures subject to the Regional Council concerned being advised in advance. In respect of those employees not in favour of monthly payment procedures the employer shall, before implementing the provisions of subsection (2) (b), give the employees and the Regional Council at least three months' notice in advance of the introduction of monthly payment procedures in respect of those employees and specify the manner in which payment of earnings will be made."

10. SECTION 9: TERMINATION OF EMPLOYMENT DUE TO PREGNANCY

In the fourth line of subclause (3), substitute the expression "as provided for in the Annexure to this section" for the expression "as provided for in section 35".

11. SECTION 11(bis): ADDITIONAL PAID HOLIDAY

Substitute the following for the existing section:

"11 bis. ADDITIONAL PAID HOLIDAY

Tuesday 16 June 1992 shall be an additional paid holiday to which the provisions of section 11 shall apply *mutatis mutandis*."

12. SECTION 12: LEAVE PAY

(1) In the third line of subsection (1) between the expressions "be computed at" and "the hourly rate", insert the expression "45 multiplied by".

(2) Add the following to subsection (1):

"Provided that in those establishments where at the time of coming into operation of this Agreement the normal hours of work are less than 44 hours, leave shall be calculated on the basis of the normal hours worked in the establishment multiplied by the hourly rate, as defined in this Agreement, which the employee is receiving or is entitled to receive on the date of qualification for his paid leave."

(3) Add the following to subsection (3) (a):

"(v) short shifts worked whilst working short time shall count as shifts actually worked. Employees working 27 hours or more, spread over three or four days, shall be credited with one additional shift over and above those shifts actually worked for purposes of the paid leave referred to in this section."

(4) Add the following proviso to subsection (3) (c):

"Provided that for the purposes of this subsection public holidays shall include 16 June 1992."

(5) In the third line of subsection (4) (a) substitute the expression "in a manner as provided for in section 8 of this Agreement" for the expression "in cash".

13. KLOUSULE 13: ADDISIONELE VERLOF-BESOLDIGING

Wysig die opskrif van hierdie klousule sodat dit soos volg lui:

"13. ADDISIONELE VERLOF MET BESOLDIGING".

14. KLOUSULE 14: VERLOFBONUS

Vervang die bestaande klousule 14 deur die volgende:

"14. VERLOFBONUS

Vir die toepassing van hierdie klousule —

(a) moet 'n verlofbonus bereken word teen die vasgestelde loon wat van toepassing is op die datum waarop die werknemer werklik met verlof gaan: Met dien verstande dat in die geval van 'n werknemer wat sy diens beëindig of wie se diens deur die werkgever beëindig word, die verlofbonus bereken moet word teen die vasgestelde loon wat op die datum van sodanige diensbeëindiging van toepassing is;

(b) is 'verlofkwalifikasie' die kwalifikasie vir die verlof met besoldiging wat by klousule 12 van hierdie Deel van die Ooreenkoms voorgeskryf word.

(1) Wanneer 'n werknemer op wie hierdie subklousule van toepassing is, na die datum van inwerkingtreding van hierdie Ooreenkoms vir sy verlof met besoldiging kwalifiseer en dit neem, moet aan hom terselfdertyd 'n verlofbonus soos hieronder aangedui, betaal word *pro rata* vanaf die datum van indiensneming in die geval van 'n werknemer wat vir sy eerste verlof met besoldiging in die diens van 'n werkgever kwalifiseer:

(i)

Loonkategorieë A tot H	Verlofbonus
	R
A en A1	2 035
AA	1 902
*AA—begin	1 780
AB	1 665
B	1 557
C	1 468
D	1 409
DD	1 277
DDD	1 195
E	1 119
F	1 047
G	979
H, met inbegrip van wag se werk	916

* AA—begin is die loontarief van toepassing op werknemers in kategorie AA wat in hulle eerste ses maande ononderbroke diens by dieselfde werkgever is, tensy elders in hierdie Ooreenkoms anders vermeld.

(ii)

Bylae F-loonkategorieë	Verlofbonus
	R
Z	2 035
Y	1 565
IX	1 452
VIII	1 384
VII	1 312

13. SECTION 13: ADDITIONAL LEAVE PAY

Amend the heading of this section to read:

"13. ADDITIONAL PAID LEAVE".

14. SECTION 14: LEAVE BONUS

Substitute the following for the existing section 14:

"14. LEAVE BONUS

For the purposes of this section —

(a) a leave bonus shall be calculated at the scheduled rate applicable on the date on which the employee actually proceeds on leave: Provided that in the case of an employee who terminates his service or whose employment is terminated by the employer, the leave bonus shall be calculated at the scheduled rate applicable on the date of termination of such employment;

(b) 'leave qualification' shall be the qualification for the paid leave prescribed in section 12 of this Part of the Agreement.

(1) Whenever an employee to whom this subsection applies qualifies for and takes his paid leave after the date of coming into operation of this Agreement, he shall at the same time be paid a leave bonus *pro rata* from the date of engagement in the case of an employee qualifying for his first paid leave in the service of an employer as follows:

(i)

A to H wage categories	R Leave bonus
A and A1	2 035
AA	1 902
*AA—start	1 780
AB	1 665
B	1 557
C	1 468
D	1 409
DD	1 277
DDD	1 195
E	1 119
F	1 047
G	979
H, including watchman's work	916

* AA—start is the rate applicable to employees in the category AA who are in their first six months of continuous employment with the same employer, unless otherwise specified elsewhere in this Agreement.

(ii)

Schedule F wage categories	Leave bonus
	R
Z	2 035
Y	1 565
IX	1 452
VIII	1 384
VII	1 312
VI	1 244
V	1 179

Bylae F-loonkategorieë	Verlofbonus
VI.....	R 1 244
V.....	1 179
IV.....	1 115
III.....	1 066
II.....	1 018
I.....	975

(iii)

Werknemers wat operatiewe prosesse verrig en 'n loon ontvang wat gelyk is aan dié in hierdie Ooreenkoms voorgeskryf vir Loon D-werknemers of wat besoldig word teen minstens R1 378,52 per maand, uitgesonderd betaling vir oortydwerk	Verlofbonus
Waar die werknemer se loonskaal hoogstens 1 043,5 sent per uur is	1 780
Waar die werknemer se loonskaal 1 044 sent per uur of meer is	2 035

Vakleerlinge:

	R
Eerste verlofsiklus	957
Tweede verlofsiklus	1 062
Derde verlofsiklus	1 276
Vierde verlofsiklus	1 910

(v) Voertuigdrywers:

Kategorie	Verlofbonus
	R
'n Kragaangedrewe vrkhuyswa dryf wat beheer word vanaf die voertuig deur die operateur (Werkkategorie F)	1 047
'n Vragdraende of sleepvoertuig dryf ten opsigte waarvan daar vereis word dat die drywer in besit is van 'n kode 08-ligtemotorvoertuigrybewys (Werkkategorie F)	1 047
'n Vragdraende of sleepvoertuig dryf ten opsigte waarvan daar vereis word dat die drywer in besit is van 'n kode 10-swaarmotorvoertuigrybewys (Werkkategorie E)	1 119
'n Vragdraende of sleepvoertuig dryf ten opsigte waarvan daar vereis word dat die drywer in besit is van 'n kode 11-rybewys vir ekstra-swaarmotorvoertuie (Werkkategorie DD)	1 277
'n Vragdraende of sleepvoertuig dryf ten opsigte waarvan daar vereis word dat die drywer in besit is van 'n kode 13- of 14-rybewys vir geartikuleerde swaarmotorvoertuie (Werkkategorie D) ..	1 409

(vi) Struktuuringenieurswese [Bylae G, seksie (d)]:

Werkkategorieë	Verlofbonus
	R
Kategorie 5.....	2 035
Kategorie 4.....	1 784
Kategorie 3.....	1 470
Kategorie 2.....	1 158
Kategorie 1.....	916
Kategorie 1 (a).....	817

Schedule F wage categories	Leave bonus
	R
IV.....	1 115
III.....	1 066
II.....	1 018
I.....	975

(iii)

Employees employed in operative processes receiving a rate of pay equivalent to that prescribed in this Agreement for Rate D employees or paid at a rate of not less than R1 378,52 per month, excluding payment for overtime	Leave bonus
Where the employee's wage rate does not exceed 1 043,5 c.p.h.	1 780
Where the employee's wage rate is 1 044 c.p.h. or more	2 035

Apprentices:

	R
First leave cycle	957
Second leave cycle.....	1 062
Third leave cycle.....	1 276
Fourth leave cycle.....	1 910

(v) Vehicle drivers:

Category	Leave bonus
	R
Forklift driving of power-operated forklift controlled from on board by the operator (Job Grade F)	1 047
Driving of a load-carrying or hauling vehicle which requires a Code 08 Light Motor Vehicle Licence to be held by the driver (Job Grade F)	1 047
Driving of a load-carrying or hauling vehicle which requires a Code 10 Heavy Motor Vehicle Licence to be held by the driver (Job Grade E)...	1 119
Driving of a load-carrying or hauling vehicle which requires a Code 11 Extra Heavy Motor Vehicle Licence to be held by the driver (Job Grade DD)	1 277
Driving of a load-carrying or hauling vehicle which requires a Code 13 or 14 Heavy Articulated Motor Vehicle Licence to be held by the driver (Job Grade D)	1 409

(vi) Structural Engineering [Schedule G, section (d)]:

Job Grade	Leave bonus
	R
Category 5.....	2 035
Category 4.....	1 784
Category 3.....	1 470
Category 2.....	1 158
Category 1.....	916
Category 1 (a)	817

(2) Wanneer die diens van 'n werknemer beëindig word voordat hy op verlof met besoldiging geregtig word, moet 'n verlofbonus wat vir sy klas gespesifiseer is en eweredig is aan die getal skofte waarmee hy vir verlofdoeleindes gekrediteer is, aan die werknemer betaal word, of moet hy, op sy versoek, gekrediteer word met 'n deel van die verlofbonus wat op dieselfde manier bereken word. In sodanige geval moet die werkgever die bedrag van die verlofbonus op die bewysstuk wat aan die werknemer verstrekk moet word inskryf met uiteensetting van die getal skofte wat vir verlofdoeleindes tel, en die geldekwivalent van die bonus tesame met die geldekwivalent van die verlof met besoldiging waarop die werknemer geregtig is, onmiddellik stuur aan die Sekretaris van die Streekraad van die gebied waarin die werknemer werksaam was.

(3) Wanneer die bonus ingevolge subklousule (2) aan die Raad gestuur word, is die bepalings van klousule 12 (6) en (7) van hierdie Deel van die Ooreenkoms wat betrekking het op die geldekwivalent van die verlof met besoldiging waarop die werknemer geregtig is, *mutatis mutandis* van toepassing.

(4) Geen bonus word gekrediteer vir diens tydperke wat ingevolge klousule 12 (3) (a) (i) en (ii) van hierdie Deel van die Ooreenkoms nie vir die verlof met besoldiging tel nie."

15. KLOUSULE 16: TOELAES

(1) In die eerste reël van subklousule (A) (1) (c) Groep C vervang die uitdrukking "klousule 16" deur die uitdrukking "klousule 16 (A)".

(2) Vervang subklousule (A) (4) deur die volgende:

"(4) *Verblyftoelae*: Die verblyftoelae van toepassing op werknemers kragtens Groepe A en B is soos volg:

Kategorie	Toelae per dag
Lone A tot B	R22,50
Lone C tot DDD	R20,50
Lone E tot H	R13,75
Struktuuringenieurswese	
Kategorieë 4 en 5	R22,50
Kategorie 3	R20,50
Kategorieë 1(a), 1 en 2	R13,75"

16. KLOUSULE 34: SIEKTEVERLOF MET BESOLDIGING

(1) Vervang subklousule (1) deur die volgende:

"(1) Wanneer 'n werknemer van sy werk afwesig is weens siekte of besering (uitgesonderd siekte of besering veroorsaak deur sy eie wangedrag), moet sy werkgever aan hom siekteverlof toestaan wat soos volg bereken word:

(a) Tydens die tydperk van ononderbroke diens vanaf die datum van indiensneming tot die einde van die kalenderjaar (31 Desember):

(i) In die geval van 'n werknemer wat vyf dae per week werk, minstens een werkdag ten opsigte van elk voltooide vyf weke diens by die werkgever; en

(ii) in die geval van 'n werknemer wat ses dae per week werk, minstens een werkdag ten opsigte van elke voltooide maand diens by die werkgever.

(b) Ten opsigte van ononderbroke diens tydens die volgende kalenderjaar wat op 1 Januarie 'n aanvang neem:

(i) In die geval van 'n werknemer wat vyf dae per week werk, altesame minstens 10 werksdae: Met dien verstande dat alvorens die werknemer 12 aaneenlopende maande diens by die werkgever voltooi het, hy gebruik mag maak van slegs die gedeelte van die 10 dae-toekenning wat verkry word deur die berekening van die getal dae verskuldig op die grondslag van een dag per vyf weke diens minus siekverlof werklik geneem sedert die datum van indiensneming; en

(2) Whenever the employment of an employee terminates before he becomes entitled to paid leave, the employee shall be paid a leave bonus specified for his class, proportionate to the number of shifts credited to him for leave purposes or, at his request, he shall be credited with a share of the leave bonus calculated in the same manner. In such case, the employer shall enter the amount of the leave bonus on the voucher to be furnished to the employee, setting out the number of shifts which count for leave purposes, and immediately forward the money equivalent of the bonus to the Secretary of the Regional Council for the area in which the employee was engaged, together with the money equivalent of the paid leave entitlement.

(3) Whenever the bonus is remitted to the Council in terms of subsection (2), the provisions of section 12 (6) and (7) of this Part of the Agreement relating to the money equivalent of the paid leave entitlement shall *mutatis mutandis* apply.

(4) No bonus shall be credited for periods of employment which in terms of section 12 (3) (a) (i) and (ii) of this Part of the Agreement do not count towards the paid leave."

15. SECTION 16: ALLOWANCES

(1) In the first line of subsection (A) (1) (c) Group C substitute the expression "section 16 (A)" for the expression "section 16".

(2) Substitute the following for subsection (A) (4):

"(4) *Subsistence allowance*: The subsistence allowance applicable to employees under Group A and B shall be as follows:

Grade	Allowance per day
Rates A to B	R22,50
Rates C to DDD	R20,50
Rates E to H	R13,75
Structural engineering	
Categories 4 and 5	R22,50
Category 3	R20,50
Categories 1 (a), 1 and 2	R13,75"

16. SECTION 34: PAID SICK LEAVE

(1) Substitute the following for subsection (1):

"(1) Whenever an employee is absent from work through sickness or injury (other than sickness or injury caused by his own misconduct) his employer shall grant to him sick leave calculated as follows:

(a) During the period of continuous employment from date of engagement to the end of the calendar year (31 December):

(i) In the case of an employee working a five-day week, not less than one working day in respect of each completed five weeks of employment with the employer; and

(ii) in the case of an employee working a six-day week, not less than one working day in respect of each completed month of employment with the employer.

(b) In respect of continuous employment during the following calendar year commencing 1 January:

(i) In the case of an employee working a five-day week not less than 10 working days in the aggregate: Provided that until the employee has completed 12 consecutive months of employment with the employer, he may utilise only that portion of the 10-day grant arrived at by calculating the number of days due on the basis of one day per five weeks' employment less sick leave actually taken since date of engagement; and

(ii) in die geval van 'n werknemer wat ses dae per week werk, altesaam minstens 12 werkdade: Met dien verstande dat alvorens die werknemer 12 aaneenlopende maande diens by die werkgewer voltooi het, hy gebruik mag maak van slegs die gedeelte van die 12 dae-toekenning wat verkry word deur die berekening van die getal dae verskuldig op die gronslag van een dag per maand diens minus siekverlof werklik geneem sedert die datum van indiensneming.

(c) Ten opsigte van ononderbroke diens tydens daaropvolgende kalenderjare (1 Januarie tot 31 Desember):

(i) In die geval van 'n werknemer wat vyf dae per week werk, altesaam minstens 10 werkdade tydens enige daaropvolgende tydperke van een kalenderjaar diens by die werkgewer; en

(ii) in die geval van 'n werknemer wat ses dae per week werk, altesaam minstens 12 werkdade tydens enige daaropvolgende tydperke van een kalenderjaar diens by die werkgewer.”;

(2) In die sewende reël van subklousule (2) (i) vervang die uitdrukking “twee agtereenvolgende dae” deur die uitdrukking “een dag”.

17. KLOUSULE 35: WERKSEKURITEIT EN UITTREETLOONBETALING

Vervang die bestaande klousule 35 deur die volgende:

WERKSEKURITEIT EN UITTREETLOONBETALING

“(1) 'n Minimum uittreeloan van een week se loon vir elke voltooiende jaar diens tot 'n maksimum uittreeloan van vier weke se loon na vier voltooiende jare moet deur werkgewers betaal word in die geval van die vermindering van werknemers.

(2) (a) Die prosedure wat gevolg moet word in die geval van korttydwerk, tydelike diensbeëindiging, die hervestiging of sluiting van 'n bedryfsinrigting, die vermindering van werknemers, die oortollige verklaring van werknemers en die werking van dienskontrakte vir 'n bepaalde tydspan is soos voorgeskryf in Bylae A van hierdie Ooreenkoms.

(b) Waar die nienakoming van die prosedures voorgeskryf ingevolge Bylae A van hierdie Ooreenkoms aanleiding gee tot 'n geskil, moet sodanige geskil beskou word as 'n beweerde onbillike arbeidspraktyk-geskil en kan dit kragtens artikel 27A van die Wet op Arbeidsverhoudinge gehanteer word deur die Nywerheidsraad en, indien nodig, deur die Nywerheidshof.”.

18. KLOUSULE 37: SPESIALE BEPALINGS TEN OPSIGTE VAN 21 MAART 1991

Vervang die uitdrukking “1991” in die opskrif van hierdie klousule en waar dit in die teks van die klousule voorkom, deur die uitdrukking “1992”.

DEEL II

19. KLOUSULE 1: LONE EN/OF VERDIENSTE

Vervang subklousule (1) deur die volgende:

“(1) (a) 'n Werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms 'n hoër loon ontvang het as dié wat in die Ooreenkoms voorgeskryf word vir die klas werk waarvoor hy in diens geneem is, moet nog minstens sodanige hoër loon ontvang terwyl hy by dieselfde werkgewer in diens is en terwyl hy dieselfde werk verrig of ander werk waarvoor 'n laer loon voorgeskryf word.

(b) 'n Werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms by 'n werkgewer in diens is vir die verrigting van werk wat in die Ooreenkoms ingedeel is, moet, terwyl hy in diens van dieselfde werkgewer is en afgesien daarvan of sy werklike loon onmiddellik voor genoemde

(ii) in the case of an employee working a six-day week, not less than 12 working days in the aggregate: Provided that until the employee has completed 12 consecutive months of employment with the employer he may utilise only that portion of the 12-day grant arrived at by calculating the number of days due on the basis of one day per month of employment less sick leave actually taken since date of engagement.

(c) In respect of continuous employment during succeeding calendar years (1 January to 31 December):

(i) In the case of an employee working a five-day week, not less than 10 working days in the aggregate during any succeeding periods of one calendar year of employment with the employer; and

(ii) in the case of an employee working a six-day week, not less than 12 working days in the aggregate during any succeeding periods of one calendar year of employment with the employer.”.

(2) In the third line of subsection (2) (i) substitute the expression “one day” for the expression “two consecutive days”.

17. SECTION 35: SECURITY OF EMPLOYMENT AND SEVERANCE PAY

Substitute the following for the existing section 35:

SECURITY OF EMPLOYMENT AND SEVERANCE PAY

“(1) A minimum severance payment of one week's pay for each completed year of service up to a maximum severance payment of four weeks' pay after four completed years shall be paid by employers in the case of retrenchment.

(2) (a) The procedure to be followed in the event of working short-time lay-offs, relocation or closure of an establishment, retrenchments, redundancies and the operation of limited duration contracts of employment shall be as provided for in Annexure A to this Agreement.

(b) Where non-observance of the procedures provided for under Annexure A to this Agreement gives rise to a dispute, such dispute shall be regarded as an alleged unfair labour practice dispute and may be dealt with by the Industrial Council and, if necessary, the Industrial Court in terms of section 27A of the Labour Relations Act.”.

18. SECTION 37: SPECIAL PROVISIONS RELATING TO 21 MARCH 1991

Substitute the expression “1992” for the expression “1991” in the heading to the section and where it occurs in this section.

PART II

19. SECTION 1: WAGES AND/OR EARNINGS

Substitute the following for subsection (1):

“(1) (a) Any employee who at the date of coming into operation of this Agreement was in receipt of a higher rate than that prescribed in the Agreement for the class of work upon which he is employed shall continue to receive not less than such higher rate while he is employed by the same employer on the same work or any other work for which a lower rate is prescribed.

(b) Every employee who on the date of coming into operation of this Agreement is employed by an employer on work classified in the Agreement shall, whilst in the employ of the same employer and whether or not his actual rate of pay

datum hoër was as die loon wat vir sy klas werk in hierdie Ooreenkoms gespesifiseer is, minstens die werklike loon betaal word wat hy onmiddellik voor genoemde datum ontvang het, plus as 'n gewaarborgde persoonlike minimum verhoging, die volgende addisionele bedrag vir sy klas werk:

Klas werk	Bedrag per uur c
Loon A en A1	114
Loon AA	108
*Loon AA—begin	97
Loon AB	90
Loon B	80
Loon C	76
Loon D	74
Loon DD	74
Loon DDD	74
Loon E	71
Loon F	66

* AA—begin is die loontarief van toepassing op werknemers in kategorie AA wat in hulle eerste ses maande ononderbroke diens by dieselfde werkgever is, tensy elders in hierdie Ooreenkoms anders vermeld.

Klas werk	Bedrag per uur c
Loon G	64
Loon H	63

Vakleerlinge	
Eerste jaar	48
Tweede jaar	53
Derde jaar	64
Vierde jaar	106

BYLAE G

	Bedrag per uur c
Item 155:	
Eerste drie maande ondervinding	67 (Loon D, min 10%)
Tweede drie maande ondervinding	70 (Loon D, min 5%)

Item 166 (Voertuie dryf):

	Bedrag per uur c
'n Kragaangedrewe vorkhefswa dryf wat beheer word vanaf die voertuig deur die operateur	66
'n Vragdraende of sleepvoertuig dryf ten opsigte waarvan daar vereis word dat die drywer in besit is van 'n kode 08-ligtemotorvoertuigrybewys	66
'n Vragdraende of sleepvoertuig dryf ten opsigte waarvan daar vereis word dat die drywer in besit is van 'n kode 10-swaarmotorvoertuigrybewys	71
'n Vragdraende of sleepvoertuig dryf ten opsigte waarvan daar vereis word dat die drywer in besit is van 'n kode 11-rybewys vir ekstraswaarmotorvoertuie	74
'n Vragdraende of sleepvoertuig dryf ten opsigte waarvan daar vereis word dat die drywer in besit is van 'n kode 13- of 14-rybewys vir geartikuleerde swaarmotorvoertuie	74

(d) Struktuuringenieurswese:

Kategorië	Bedrag per uur c
5	114
4	103
3	88
2	74
1	63
1 (a)	58

Afdeling D/24:

Item 5	70 (Loon D, min 5%)
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immediately prior to the said date was in excess of the rate specified for his class of work in this Agreement, be paid not less than the actual rate he was receiving immediately prior to the said date plus, as a guaranteed personal minimum increase, an additional amount for his class of work, as follows:

Class of work	Amount per hour c
Rate A and A1	114
Rate AA	108
*Rate AA—start	97
Rate AB	90
Rate B	80
Rate C	76
Rate D	74
Rate DD	74
Rate DDD	74
Rate E	71
Rate F	66

* AA—start is the rate applicable to employees in the category AA who are in their first six months of continuous employment with the same employer, unless otherwise specified elsewhere in this Agreement.

Class of work	Amount per hour c
Rate G	64
Rate H	63

Apprentices	
First year	48
Second year	53
Third year	64
Fourth year	106

SCHEDULE G

	Amount per hour c
Job 155:	
First three months of experience	67 (Wage D, min 10%)
Second three months of experience	70 (Wage D, min 5%)

Job 166 (Vehicle driving):

	Amount per hour c
Forklift driving of power-operated forklift controlled from on board by the operator	66
Driving of a load-carrying or hauling vehicle which requires a Code 08 Light Motor Vehicle Licence to be held by the driver	66
Driving of a load-carrying or hauling vehicle which requires a Code 10 Heavy Motor Vehicle Licence to be held by the driver	71
Driving of a load-carrying or hauling vehicle which requires a Code 11 Extra Heavy Motor Vehicle Licence to be held by the driver	74
Driving of a load-carrying or hauling vehicle which requires a Code 13 or 14 Heavy Articulated Motor Vehicle Licence to be held by the driver	74

(d) Structural engineering:

Category	Amount per hour c
5	114
4	103
3	88
2	74
1	63
1 (a)	58

Division D/24:

Job 5	70 (Wage D, min 5%)
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BYLAE F

Groep Z	114
Groep Y	86
Groep IX	80
Groep VIII	76
Groep VII	73
Groep VI	71
Groep V	68
Groep IV	65
Groep III	64
Groep II	63
Groep I	63:

Met dien verstande dat—

(i) die addisionele bedrag ingevolge hierdie subklousule betaalbaar aan 'n werknemer vir sy klas werk, verminder kan word met die bedrag van 'n verhoging of verhogings wat op of na 1 Julie 1991 aan sodanige werknemer toegestaan is

[Met dien verstande dat—

(a) 'n werknemer aan wie geen verhoging of slegs 'n gedeelte van die voorgeskrewe verhoging op of na 1 Julie 1991 toegestaan was binne 16 weke vanaf die datum van inwerkingtreëding van hierdie Ooreenkoms, 'n besoldiging moet ontvang soos volg bereken:

Bedrag per uur vir die werknemer se klas werk soos hierbo uiteengesit	Minus (waarvan toepassing)	Bedrag per uur van enige verhoging toegestaan aan die werknemer op of na Julie 1991
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vermenigvuldig met die aantal ure wat die betrokke werknemer geregtig was op betaling van sy loon vir die tydperk vanaf die begin van sy eerste skof op of na 1 Julie 1991 tot die eerste skof ten opsigte waarvan die bedrag per uur vir die werknemer se klas werk soos hierbo voorgeskryf, betaal is of die datum van inwerkingtreëding van hierdie Ooreenkoms, naamlik die laaste.];

(ii) 'n werknemer wat na 1 Julie 1991 in diens geneem is teen 'n tarief van besoldiging van minstens die tarief van besoldiging wat vir sy klas werk voorgeskryf is op die datum van inwerkingtreëding van hierdie Ooreenkoms nie geregtig is op die ontvangs van die addisionele bedrag wat in hierdie subklousule vir sy klas werk gespesifiseer is nie;

(iii) 'n werkgewer die tarief van besoldiging van 'n werknemer aan wie 'n verhoging op of na 1 Julie 1990 toegestaan is wat hoër is as die addisionele bedrag in hierdie subklousule vir sy klas werk gespesifiseer, nie mag verminder nie, en aan 'n werknemer nie 'n loon teen 'n tarief laer as die tarief vir sy klas werk in hierdie Ooreenkoms gespesifiseer, betaal mag word nie;

(iv) vir die uitvoering van hierdie Ooreenkoms die loon wat ingevolge hierdie subklousule van toepassing is, *mutatis mutandis* van toepassing is op werknemers wat 'aan-sporingsbonuswerk' ingevolge klousule 10 van Deel I van die Vorige Ooreenkoms verrig;

(v) 'n werkgewer wat van voornemens is om algemene verhogings wat meer is as die gewaarborgde persoonlike minimum verhogings voorgeskryf in hierdie Ooreenkoms aan al sy werknemers of sy werknemers in 'n bepaalde kategorie van werknemers toe te staan, sal die werknemers betrokke raadpleeg: Met dien verstande dat die werkgewer, indien hy 'n lid van 'n werkgewersorganisasie is wat 'n party tot hierdie Ooreenkoms is, ten opsigte van werknemers wat lede van 'n vakunie is, die betrokke vakunies sal raadpleeg.

Waar 'n werkgewer, na sodanige oorlegpleging, verhogings toestaan wat hoër is as dié waarvoor in hierdie Ooreenkoms voorsiening gemaak word, moet die Nywerheidsraad van sodanige verhogings verwittig word."

SCHEDULE F

Group Z	114
Group Y	86
Group IX	80
Group VIII	76
Group VII	73
Group VI	71
Group V	68
Group IV	65
Group III	64
Group II	63
Group I	63:

Provided that—

(i) the additional amount payable in terms of this subsection to an employee for his class of work may be reduced by the amount of any increase or increases granted to such employee on or subsequent to 1 July 1991

[Provided that—

(a) Any employee to whom no increase or only a part of the prescribed increase was granted on or after 1 July 1991 shall be remunerated by the payment of an amount within 16 weeks after the date of the coming into operation of this Agreement on the basis stated below:

Amount per hour for the employee's class of work prescribed above	Less if any	Amount per hour of any increase granted to the employee on or after 1 July 1991
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multiplied by the number of hours which the employee concerned was entitled to payment of his wage for the period from the start of his first shift on or after 1 July 1991 to the first shift for which the amount per hour for the employee's class of work as prescribed above is paid or the date of coming into operation of this Agreement, whichever is the later.];

(ii) any employee who was engaged after 1 July 1991 at a rate of pay not less than the rate of pay prescribed for his class of work as at the date of coming into operation of this Agreement shall not be entitled to be paid the additional amount specified in the subsection for his class or work;

(iii) no employer shall reduce the rate of pay of any employee to whom an increase in excess of the additional amount specified in this subsection for his class of work has been awarded on or subsequent to 1 July 1991 and no employee shall be paid wages at a rate less than the rate for his class of work specified in this Agreement;

(iv) for the purposes of this Agreement the rate applicable in terms of this subsection shall *mutatis mutandis* apply to employees employed on 'Incentive bonus work' in terms of section 10 of Part I of the Former Agreement;

(v) an employer who intends to grant general increases to all employees or all employees in a particular category of employees in excess of the guaranteed personal minimum increases provided for in this Agreement shall consult the employees concerned: Provided that, in respect of employees who are members of a union, if the employer is a member of any of the employers's organisations which are parties to the Agreement, the employer shall consult the trade unions concerned.

Where an employer, following such consultation, grants such increases over and above that provided for in this Agreement, the Industrial Council shall be notified of the increases granted."

20: BYLAE G

(1) Onder subklousule (i), "Proefwerkers", vervang Loon D, item 155 deur die volgende:

<i>"Loon D</i>	<i>Loon per uur</i>
155. Eerste drie maande ondervinding	R6,51
(Loon D min 10%)	
Tweede drie maande ondervinding	R6,87
(Loon D min 5%)	
Daarna	R7,23
(Loon D):	

Met dien verstande dat—

(i) geen werknemer gedurende die proeftyd aansporingsbonuswerk mag verrig nie;

(ii) 'n werkgewer wat 'n werknemer wil oplei vir enige van die klasse werk waarvoor geen leer- of proeftyd bepaal is nie, dit slegs mag doen met die vooraf verkreeë goedkeuring van die Raad, wat die voorwaardes moet voorskryf waarkragtens toestemming vir sodanige indiensneming verleen word."

(2) Vervang item 166 deur die volgende:

"Voertuigdrywers:

Kategorie	Loonskaal per uur R
'n Kragaangedrewe vrkhuyswadyf wat beheer word vanaf die voertuig deur die operateur (Werkkategorie F)	5,37
'n Vragdraende of sleepvoertuigdryf ten opsigte waarvan daar vereis word dat die drywer in besit is van 'n kode 08-ligtemotorvoertuigrybewys (Werkkategorie F)	5,37
'n Vragdraende of sleepvoertuigdryf ten opsigte waarvan daar vereis word dat die drywer in besit is van 'n kode 10-swaarmotorvoertuigrybewys (Werkkategorie E)	5,74
'n Vragdraende of sleepvoertuigdryf ten opsigte waarvan daar vereis word dat die drywer in besit is van 'n kode 11-rybewys vir ekstraswaar motorvoertuie (Werkkategorie DD)	6,55
'n Vragdraende of sleepvoertuigdryf ten opsigte waarvan daar vereis word dat die drywer in besit is van 'n kode 13- of 14-rybewys vir geartikuleerde swaar motorvoertuie (Werkkategorie D)	7,23"

(3) Vervang item 191 deur die volgende:

"191. Emalje aanbring deur die bestuiwing of sifting van droë emalje op verhitte artikels, nl.:

	<i>Loonskaal</i>
(a) Eerste bestuiwer	Loon B (R7,99)
(b) Tweede bestuiwer	Loon D (R7,23)".

(4) In seksie (d), "Strukturingenieurswese", vervang die bestaande uurlikse loontariewe soos gespesifiseer teenoor die kategorie-opskrifte "Instrumentasiewerk", "Touwerk", "Meganiese en Algemene Struktuurwerk", "Elektriese Werk" en "Sweiswerk" deur die volgende:

<i>"Kategorie</i>	<i>Loonskaal per uur</i>
5	10,44
4	9,15
3	7,54
2	5,94
1	4,70
1 (a)	4,19"

20: SCHEDULE G

(1) Under subsection (i), "Probationers", substitute the following for RATE D, Job 155:

<i>"Rate D</i>	<i>Rate per hour</i>
155. First three months of experience	R6,51
(Rate D less 10%)	
Second three months of experience	R6,87
(Rate D less 5%)	
Thereafter	R7,23
(Rate D):	

Provided that—

(i) no employee may be engaged upon incentive bonus work during the probationary period;

(ii) an employer who wishes to train an employee for any of the classes of work for which no learnership or probationary period is provided may do so only with the prior approval of the Council, which shall prescribe the conditions under which permission for such employment is granted."

(2) Substitute the following for Job 166:

"Vehicle drivers:

Category	Wage rate per hour R
Forklift driving of power-operated forklift controlled from on board by the operator (Job grade F)	5,37
Driving of a load-carrying or hauling vehicle which requires a Code 08 Light Motor Vehicle Licence to be held by the driver (Job grade F)	5,37
Driving of a load-carrying or hauling vehicle which requires a Code 10 Heavy Motor Vehicle Licence to be held by the driver (Job grade E)	5,74
Driving of a load-carrying or hauling vehicle which requires a Code 11 Extra Heavy Motor Vehicle Licence to be held by the driver (Job grade DD)	6,55
Driving of a load-carrying or hauling vehicle which requires a Code 13 or 14 Heavy Articulated Motor Vehicle Licence to be held by the driver (Job grade D)	7,23"

(3) Substitute the following for Job 191:

"191. Application of enamel by means of dusting or sieving dry enamel onto heated ware, viz:

	<i>Wage rate</i>
(a) First duster	Rate B (R7,99)
(b) Second duster	Rate D (R7,23)".

(4) In section (d), "Structural Engineering", substitute the following for the existing hourly wage rates as specified against the category headings "Instrumentation work", "Rigging", "Mechanical and General Structural Work", "Electric Work" and "Welding":

<i>"Category</i>	<i>Wage rate per hour</i>
5	10,44
4	9,15
3	7,54
2	5,94
1	4,70
1 (a)	4,19"

21: BYLAE D

(1) In Afdeling D/4, vervang Loon B deur die volgende:

"LOON B Loonskaal

1. Smids- en/of blokwerk aan sae:

Eerste ses maande ondervinding	Loon F (R5,37)
Tweede ses maande ondervinding	Loon DDD (R6,13)
Derde ses maande ondervinding	Loon D (R7,23)
Vierde ses maande ondervinding	Loon C (R7,53)
Daarna	Loon B (R7,99)"

(2) In Afdeling D/12, onder die opskrif "Proeftydperke en loontariewe daarvoor", vervang die uitdrukking "599" deur die uitdrukking "655 (Loon DD)".

(3) In Afdeling D/19—

(a) in item 32, vervang die uitdrukking "835" en "888" deur onderskeidelik die uitdrukking "913 (Loon AA—begin)" en "976 (Loon AA)";

(b) in items 34 en 35 skrap die uitdrukking:

"Eerste ses maande ondervinding: 439 s.p.u.".

(c) In Seksie (f), "Installasie vir vervaardiging van draad-tou" vervang "Loon A" deur "Loon A1" waar dit voorkom.

(4) In Afdeling D/22—

(a) vervang die bestaande werksaamheid 17 onder LOON D deur die volgende:

"LOON D

14 (a) Bediening van rewolwerponsmasjien volgens stui-ters en/of patrone (n.e.v.) (insluitende instelling)";

(b) in items 71 en 101 tot en met 105 vervang die uitdrukking "628" deur die uitdrukking "723 (Loon D)";

(c) in items 106 tot en met 108 vervang die uitdrukking "542" deur die uitdrukking "613 (Loon DDD)";

(d) in items 109 tot en met 121 vervang die uitdrukking "445" deur die uitdrukking "502 (Loon G)";

(e) in items 122 tot en met 133 vervang die uitdrukking "419" deur die uitdrukking "470 (Loon H)".

(5) In Afdeling D/23, in die voetnote onder die opskrif "Opleidingstydperke en lone daarvoor", vervang die uitdrukking "455" en "410" deur onderskeidelik die uitdrukking "537 (Loon F)" en "470 (Loon H)".

(6) In Afdeling D/24, in item 5, vervang die uitdrukking "627" deur die uitdrukking "687 (Loon D, min 5%)".

22: BYLAE E

(1) In Afdeling E/2, onder Seksie (b) "Installering Werk", vervang die bestaande subafdeling onder LOON AA deur die volgende:

"Leerlinglone ten opsigte van Loon A1-werk:

Eerste 12 maande ondervinding	R 9,13
(Loon AA—begin)	
Tweede 12 maande ondervinding	R 9,76
(Loon AA)	
Daarna	R10,44
(Loon A1)".	

(2) In Afdeling E/2, onder Seksie (b):

"Installering werk" vervang die opskrif "LOON AA" deur die opskrif "LOON A1".

23: BYLAE F

In Bylae F—

(1) in Groep Z, vervang die uitdrukking "9,50" deur die uitdrukking "10,44";

(2) in Groep Y, vervang die uitdrukking "7,23" deur die uitdrukking "8,03";

(3) in Groep IX, vervang die uitdrukking "6,71" deur die uitdrukking "7,45";

21: SCHEDULE D

(1) In Division D/4, substitute the following for RATE B:

"RATE B Wage rate

1. Smithing and/or blocking of saws:

First six months' experience	Rate F (R5,37)
Second six months' experience	Rate DDD (R6,13)
Third six months' experience	Rate D (R7,23)
Fourth six months' experience	Rate C (R7,53)
Thereafter	Rate B (R7,99)".

(2) In Division D/12, under the heading "Probationary periods and rates of pay therefor" substitute the expression "655 (Rate DD)" for the expression "599".

(3) In Division D/19—

(a) in Job 32, substitute the expressions "913 (Rate AA—start)" and "976 (Rate AA)" for the expressions "835" and "888", respectively.

(b) in Jobs 34 and 35 delete the expression:

"First six months of experience: 439 c.p.h.".

(c) In Section (f), "Wire rope making plant" substitute "Rate A1" for "Rate A" wherever it occurs.

(4) In Division D/22—

(a) substitute the following for the existing Operation 17 under RATE D:

"RATE D

14 (a) Operating turret punching machine to stops and/or templates (n.e.s.) (including setting)";

(b) in Jobs 71 and 101 to 105, inclusive, substitute the expression "723 (Rate D)" for the expression "628";

(c) in Jobs 106 to 108, inclusive, substitute the expression "613 (Rate DDD)" for the expression "542";

(d) in Jobs 109 to 121, inclusive, substitute the expression "502 (Rate G)" for the expression "445";

(e) in Jobs 122 to 133, inclusive, substitute the expression "470 (Rate H)" for the expression "419".

(5) In Division D/23, at the footnotes under the heading "Training periods and rates of pay therefor" substitute the expressions "537 (Rate F)" and "470 (Rate H)" for the expressions "455" and "410", respectively.

(6) In Division D/24, in Job 5, substitute the expression "687 (Rate D, less 5%)" for the expression "627".

22: SCHEDULE E

(1) In Division E/2, under Section (b) "Installation Work, substitute the following for the existing subsection under RATE AA:

"Learnership rates in respect of Rate A1 work:

First 12 months of experience	R 9,13
(Rate AA—start)	
Second 12 months of experience	R 9,76
(Rate AA)	
Thereafter	R10,44
(Rate A1)".	

(2) In Division E/2, under section (b):

"Installation work; Substitute the heading "RATE A1," for the heading "RATE AA".

23: SCHEDULE F

In Schedule F—

(1) in Group Z, substitute the expression "10,44" for the expression "9,50";

(2) in Group Y, substitute the expression "8,03" for the expression "7,23";

(3) in Group IX, substitute the expression "7,45" for the expression "6,71";

(4) in Groep VIII, vervang die uitdrukking "6,40" deur die uitdrukking "7,10";

(5) in Groep VII, vervang die uitdrukking "6,06" deur die uitdrukking "6,73";

(6) in Groep VI, vervang die uitdrukking "5,75" deur die uitdrukking "6,38";

(7) in Groep V, vervang die uitdrukking "5,45" deur die uitdrukking "6,05";

(8) in Groep IV, vervang die uitdrukking "5,15" deur die uitdrukking "5,72";

(9) in Groep III, vervang die uitdrukking "4,91" deur die uitdrukking "5,47";

(10) in Groep II, vervang die uitdrukking "4,68" deur die uitdrukking "5,22";

(11) in Groep I, vervang die uitdrukking "4,48" deur die uitdrukking "5,00".

24. KLOUSULE 2: LOONTABEL

Vervang die bestaande tabel deur die volgende:

"Lone van toepassing oral in hierdie Ooreenkoms (n.e.v.):

	Loon per uur R
Lone A en A1	10,44
Loon AA	9,76
*Loon AA—begin	9,13
Loon AB	8,54
Loon B	7,99
Loon C	7,53
Loon D	7,23
Loon DD	6,55
Loon DDD	6,13
Loon E	5,74
Loon F	5,37
Loon G	5,02
Loon H, met inbegrip van wag se werk	4,70

Tabel 1: Vakleerlinge in die leer geneem vóór 5 Augustus 1991:

	Weeklikse loon R
Eerste jaar	188
Tweede jaar	212
Derde jaar	258
Vierde jaar	423

Behoudens dat geen Vakleerling 'n loon ontvang wat minder is as die uiteengesit in Tabel 2:

Tabel 2: Vakleerlinge in die leer geneem op of ná 5 Augustus 1991:

	Weeklikse loon R
Eerste jaar	216
Tweede jaar	240
Derde jaar	288
Vierde jaar	431

Die uurlikse loon van alle vakleerlinge slegs vir oortyd doeleindes sal die weeklikse loon gedeel deur 44 wees".

* Loon AA—begin is die loontarief van toepassing op werknemers in kategorie AA wat in hulle eerste ses maande ononderbroke diens by dieselfde werkgever is tensy anders vermeld in hierdie Ooreenkoms.

Namens die partye op hede die 3de dag van September 1991 te Johannesburg onderteken.

W. P. COETZEE,

Voorsitter.

J. DE W. TROTSKIE,

Ondervoorsitter.

D. G. LEVY,

Hoofsekretaris.

(4) in Group VIII, substitute the expression "7,10" for the expression "6,40";

(5) in Group VII, substitute the expression "6,73" for the expression "6,06";

(6) in Group VI, substitute the expression "6,38" for the expression "5,75";

(7) in Group V, substitute the expression "6,05" for the expression "5,45";

(8) in Group IV, substitute the expression "5,72" for the expression "5,15";

(9) in Group III, substitute the expression "5,47" for the expression "4,91";

(10) in Group II, substitute the expression "5,22" for the expression "4,68";

(11) in Group I, substitute the expression "5,00" for the expression "4,48".

24. SECTION 2: TABLE OF WAGE RATES

Substitute the following for the existing table:

"Wage rates applicable throughout this Agreement (n.e.s.):

	Rate per hour R
Rates A and A1	10,44
Rate AA	9,76
*Rate AA—start	9,13
Rate AB	8,54
Rate B	7,99
Rate C	7,53
Rate D	7,23
Rate DD	6,55
Rate DDD	6,13
Rate E	5,74
Rate F	5,37
Rate G	5,02
Rate H, including watchman's work	4,70

Tabel 1: Apprentices indentured prior to 5 August 1991:

	Rate per week R
First year	188
Second year	212
Third year	258
Fourth year	423

Provided no Apprentice is remunerated less than the rates specified in Table 2.

Tabel 2: Apprentices indentured on or after 5 August 1991:

	Rate per week R
First year	216
Second year	240
Third year	288
Fourth year	431

The hourly rate of all apprentices for overtime purposes only shall be the weekly wage paid, divided by 44".

* Rate AA—start is the rate applicable to employees in the category AA who are in their first 6 months of continuous employment with the same employer unless otherwise specified elsewhere in this Agreement.

Signed at Johannesburg for and on behalf of the parties this 3rd day of September 1991.

W. P. COETZEE,

Chairman.

J. DE W. TROTSKIE,

Vice-Chairman.

D. G. LEVY,

General Secretary.

25. BYLAE A**WERKSEKURITEIT**

Vir die toepassing van hierdie Bylae, ondanks die omskrywing van "werknemer" in klousule 3 van die Hoof-ooreenkoms, omvat "werknemer" persone wat in diens is kragtens klousule 1 (4), (5) en (6) van Deel 1 van die Hoof-ooreenkoms.

1. Vermindering en/of oortolligverklaring van werknemers.

(a) Vermydning van vermindering en/of oortolligverklaring van werknemers.

'n Werkgewer moet alles in sy vermoë doen om die vermindering en/of oortolligverklaring van werknemers te vermy en om die inpak daarvan op werknemers te verminder.

(b) Kennisgewing en oorlegpleging ten opsigte van vermindering en/of oortolligverklaring van werknemers.

(i) Wanneer 'n werkgewer oorweging skenk aan die vermindering en/of oortolligverklaring van werknemers, moet die werkgewer minstens 21 dae voor die voorgenome datum van diensbeëindiging weens vermindering of oortolligverklaring die volgende inligting aan die Streekraad en die partyvakverenigings wat die betrokke werknemers verteenwoordig, verstrek by wyse van telefaks of telegram of aflewering per hand:

(aa) Die spesifieke rede(s) vir die vermindering of oortolligverklaring van werknemers;

(ab) stappe wat gedoen is om die voorgenome vermindering van die arbeidsmag te vermy;

(ac) die voorgestelde getal waarmee werknemers vermindert sal word;

(ad) die voorgestelde datum van diensbeëindiging weens die vermindering of oortolligverklaring van werknemers;

(ae) die werkategorieë soos in die Hoof-ooreenkoms gelys, van die betrokke werknemers; en

(af) die grondslag van aanwysing van werknemers wie se dienste weens die vermindering beëindig sal word.

(ii) Die werkgewer moet te goeder trou oorleg pleeg in 'n poging om 'n ooreenkoms te bereik met die partyvakverenigings wat die betrokke werknemers verteenwoordig wat lede is van sodanige vakverenigings en, in die geval van ander betrokke werknemers, met die verteenwoordigers van sodanige ander betrokke werknemers oor die noodsaaklikheid van diensbeëindiging weens die vermindering en/of oortolligheid van werknemers, die wyse van vermindering en/of oortolligverklaring van werknemers en die aangeleenthede in (b) (i) bedoel, asook die wyses waarop die ontbering van die diensbeëindiging weens die vermindering en/of oortolligverklaring van werknemers verlig kan word.

(c) Sluitings en/of hervestigings.

(i) 'n Werknemer wat enige fabriek, maatskappy, onderneming of deel daarvan wil sluit of hervestig, moet minstens 30 dae voor die voorgenome sluiting of hervestiging die volgende skriftelike inligting aan die Streekraad en die partyvakverenigings wat die betrokke werknemers verteenwoordig, verstrek:

(aa) Die voorgestelde datum van hervestiging en/of sluiting;

(ab) die voorgestelde getal werknemers wat by sodanige hervestiging of sluiting betrokke sal wees;

(ac) die spesifieke rede(s) vir die hervestiging of sluiting.

25. ANNEXURE A**SECURITY OF EMPLOYMENT AND SEVERANCE PAY**

For the purpose of this Annexure, notwithstanding the definition of "employee" in section 3 of the Main Agreement, "employee" shall include persons employed in terms of section 1 (4), (5) and (6) of Part 1 of the Main Agreement.

1. Retrenchments and/or redundancies.

(a) Avoidance of retrenchments and/or redundancies.

An employer shall make every effort to avoid retrenchments and/or redundancies and to reduce their impact on employees.

(b) Notification and consultation on retrenchments and/or redundancies.

(i) When an employer contemplates retrenchments and/or redundancies, the employer shall provide the Regional Council and the party trade unions representing the affected employees with the following information by means of telefax or telegram, or hand delivery, at least 21 days prior to the intended date of retrenchment or redundancy:

(aa) The specific reason(s) for retrenchment or redundancy;

(ab) measures taken to avoid the intended reduction of the workforce;

(ac) the proposed number of employees to be retrenched;

(ad) the proposed effective date of the retrenchment or redundancy;

(ae) the occupational categories as scheduled in the Main Agreement of the affected employees; and

(af) the basis of selection of employees to be retrenched.

(ii) The employer shall consult in good faith in an endeavour to reach agreement with the party trade unions representing the affected employees who are members of such trade unions and, in the case of other affected employees, with the representatives of such other employees over the need to effect the retrenchment and/or redundancy, the manner of retrenchment and/or redundancy and the matters referred to in (b) (i) including the means to be adopted to ameliorate the hardship of the retrenchment and/or redundancy.

(c) Closures and/or relocations.

(i) An employer wishing to close or relocate any factory, company, enterprise, or part thereof, shall provide the Regional Council and the party trade unions representing the affected employees with the following written information at least 30 days prior to the intended closure or relocation:

(aa) The proposed date of relocation and/or closure;

(ab) the proposed number of employees to be affected by such relocation or closure;

(ac) the specific reason(s) for the relocation or closure.

(ii) Die betrokke werkgewer en partyvakverenigings moet hul te alle redelike tye binne sodanige tydperk van 30 dae beskikbaar hou om te goeder trou oorleg te pleeg in 'n poging om 'n ooreenkoms te bereik oor aangeleenthede treffende die voorgestelde hervestiging of sluiting;

Met dien verstande dat die bepalings van (i) en (ii) hierbo nie van toepassing is nie ten opsigte van 'n fabriek, onderneming, besigheid of maatskappy wat kragtens die Insolvensiewet in likwidasië geplaas word.

(d) Diensbeëindiging weens vermindering en/of oortolligverklaring van werknemers.

'n Werkgewer moet die bepalings van klousule 17 van hierdie Ooreenkoms nakom by die diensbeëindiging van werknemers weens die vermindering van werknemers.

(e) Bystand aan werknemers wie se diens beëindig is, weens vermindering en/of oortolligverklaring van werknemers.

'n Werkgewer moet aan werknemers wie se diens beëindig is weens die vermindering en/of oortolligverklaring van werknemers bystand verleen met die indiening van eise om voordele van die toepaslike Fondse kragtens Nywerheids-raadooreenkomste en moet verseker dat die werknemers voorsien word van hulle werkloosheidsversekeringsverslag-kaarte.

(f) Daar moet aan klousule 35 van die Hofooreenkoms voldoen word by die vasstelling van die bedrag van die uit-treeloon waarop 'n werknemer geregtig is, mits werkgewers en party-vakverenigings, op versoek van die een of die ander, te goeder trou op aanlegvlak oorleg pleeg met die doel om 'n ooreenkoms oor 'n hoër uit-treeloon te bereik. Dit moet nie uitgelê word dat die partye op 'n hoër bedrag moet ooreenkom nie.

2. Herindiensneming van werknemers wie se diens weens vermindering van werknemers beëindig is.

Wanneer 'n werkgewer van sy werknemers verminder het, moet hy, indien hy bykomende werknemers gedurende die daaropvolgende 24 maande in diens neem, sover doenlik voorkeur gee aan die herindiensneming van die aansoekers wie se diens beëindig is weens die vermindering van werknemers in sy bedryfsinrigting en daarna aan ander aansoekers wie se diens beëindig is weens die vermindering van werknemers in die Nywerheid en wat gekwalifiseerd en beskikbaar is om die kategorieë werk te onderneem wat die werkgewer verlang.

3. Tydelike diensbeëindiging

(a) Woordomskriving

"Tydelike diensbeëindiging" beteken die tydelike opskorting, sonder vergoeding, van diens vir 'n minimum van vyf volle skofte weens 'n vermindering in die volume werk in 'n bedryfsinrigting of afdeling van 'n bedryfsinrigting of om ander ekonomiese redes.

(b) Kennisgewing

(i) 'n Werkgewer wat die bepalings van hierdie klousule wil implementeer, moet die Streekraad en enige party-vakverenigings wat die betrokke werknemers verteenwoordig per geregistreerde pos daarvan in kennis stel wat daardie organisasies 14 dae voor die datum van die voorgenome tydelike diensbeëindiging moet bereik.

(ii) Kennisgewing kan per telefoon, telegram of telefaks geskied welke kennisgewing daardie organisasies 14 dae voor die tydelike diensbeëindiging moet bereik, en moet skriftelik bevestig word.

(iii) 'n Kennisgewing van tydelike diensbeëindiging, soos hierbo uiteengesit, omvat—

(aa) volledige besonderhede van die betrokke werknemers;

(ab) die rede(s) vir die tydelike diensbeëindiging;

(ii) The employer and party trade unions concerned shall hold themselves available at all reasonable times within such 30 day period to consult in good faith in an endeavour to reach agreement on matters related to the proposed relocation or closure:

Provided that the provisions of (i) and (ii) above shall not apply in respect of a factory, enterprise, business or company which is placed in liquidation in terms of the Insolvency Act.

(d) Retrenchment and/or redundancy terminations.

An employer shall observe the provisions of section 17 of this Agreement in the termination of the employment of retrenched employees.

(e) Assistance to retrenched and/or redundant employees.

An employer shall assist retrenched or redundant employees in submitting claims for benefits of the applicable Funds in terms of

Industrial Council Agreements and shall ensure that the employees have been provided with their Unemployment Insurance Record Cards.

(f) Section 35 of the Main Agreement shall be complied with in determining the amount of severance pay to which an employee is entitled, provided employers and party trade unions, at either's request, consult in good faith at plant level with a view to reaching agreement on a higher severance payment. This shall not be read to imply that the parties must agree on a higher payment.

2. Re-employment of retrenched employees

Where an employer has retrenched employees he shall, if he engages additional employees during the subsequent 24 months, as far as is practicable, give preference to the re-engagement of those applicants who were retrenched from his establishment and thereafter to other applicants who have been retrenched in the Industry who are retrenched in the Industry who are qualified and available to undertake the categories of work required by the employer.

3. Lay-Offs

(a) Definition

"Lay-off" means the temporary suspension, without pay, of employment for a minimum of five full shifts owing to a reduction in the volume of work in an establishment or section of an establishment or owing to other economic reasons.

(b) Notification

(i) An employer wishing to implement the provisions of this section shall notify the Regional Council and any party trade unions representing the affected employees by registered mail to reach those organisations 14 days prior to the date of the intended lay-off.

(ii) Notification by telephone, telegram or telefax may be affected to reach these organisations 14 days prior to the lay-off, and shall be confirmed in writing.

(iii) Notification of lay-off, as set out above, shall include—

(aa) full details of the affected employees;

(ab) the reason(s) for the lay-off;

(ac) die geskatte tydperk van die tydelike diensbeëindiging.

(c) Oorlegpleging

Na kennisgewing ingevolge subklousule (b) hierbo moet die werkgewer oorleg pleeg gesamentlik met alle partyvakverenigings wat die betrokke werknemers verteenwoordig wat lede is van sodanige vakverenigings en, in die geval van ander werknemers, moet verteenwoordigers van sodanige betrokke werknemers, aangaande wyses waarop tydelike diensbeëindiging vermy of beperk kan word en aangaande kriteria vir die bepaling van watter werknemers se dienste tydelik beëindig moet word.

(d) Kennisgewing aan werknemers

'n Werkgewer moet die betrokke werknemers 'n minimum van vyf volle skofte vooraf kennis gee van sy voorneme om hul dienste tydelik te beëindig. Sodanige kennisgewing moet die spesifieke datum insluit waarop die betrokke werknemers hul werk moet hervat.

(e) Algemeen

(i) Werknemers wie se dienste tydelik beëindig is, kan skriftelik verkies dat hulle dienste heeltemal beëindig word, in welke geval klousule 17 van hierdie Ooreenkoms van toepassing is.

(ii) Ondanks klousule 18 van die Hoof-ooreenkoms kan werknemers wie se dienste tydelik beëindig is, gedurende die tydperk van tydelike diensbeëindiging enige werk teen vergoeding verrig.

(iii) Indien 'n werknemer wie se dienste tydelik beëindig is, nie binne drie werkdade na die keurdatum ingevolge klousule 3 (d) hierbo na sy werk terugkeer nie, word sodanige werknemer geag sy diens by die werkgewer te beëindig het, tensy sodanige afwesigheid deur die werkgewer gekondoneer word.

(iv) Waar 'n werkgewer uitdruklik vereis dat 'n werknemer op enige dag by sy plek van diens aanmeld ten einde vas te stel of werk beskikbaar gestel sal word, moet die werknemer ten opsigte van sodanige dag minstens vier uur se werk gegee word of betaling in plaas daarvan ontvang.

(v) Die voorbehoudsbepaling van klousule 8 (1) (a) van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op die betaling van verdienste ten opsigte van tydelike diensbeëindiging.

4. Korttyd

(a) Woordomskriving

"Korttyd" beteken die implementering van verminderde werktid, dit wil sê 'n kleiner getal ure per dag of kleiner getal dae per week, weens 'n tekort aan werk en/of materiaal en enige ander geregverdigde gebeure en/of onvoorsiene gebeure en/of omstandighede buite die werkgewer se beheer.

(b) Kennisgewing

(i) 'n Werkgewer moet die Streekraad, die betrokke werknemer en die betrokke partyvakverenigings twee tussenliggende werkdade kennis gee van sy voorneme om korttydure te implementeer of te vermeerder of te verminder.

(ii) Die werkgewer moet sover doenlik die beskikbare werk onder die betrokke werknemers verdeel.

(iii) Daar mag nie van 'n werkgewer vereis word om lone aan sy werknemers te betaal nie, behalwe vir die tydperke wat daar werklik gewerk is: Met dien verstande dat waar die werkgewer meen dat die werk hervat kan word en hy sy werknemers uitdruklik gelas om hulle op 'n bepaalde dag vir werk aan te meld, hulle ten opsigte van sodanige dag minstens vier uur se werk gegee moet word of betaling in plaas daarvan moet ontvang.

(iv) Onvoorsiene gebeure en/of omstandighede hierbo bedoel, sluit nie gure weer in nie.

(ac) the estimated period of the lay-off.

(c) Consultation

Following notification in terms of subsection (b) above the employer shall consult jointly with all party trade unions representing the affected employees who are members of such trade unions and, in the case of other employees, with representatives of such affected employees, on ways and means of avoiding or limiting lay-offs and on criteria for determining which employees are to be laid-off.

(d) Notification to employees

An employer shall give affected employees a minimum of five full shifts notice of intention to lay-off. Such notice shall include the specific date on which affected employees are to resume work.

(e) General

(i) Employees on lay-off elect in writing to have their services terminated, in which event the provisions of section 17 of this Agreement shall apply.

(ii) Notwithstanding the provisions of section 18 of the Main Agreement employees on lay-off may engage in any employment for remuneration during the lay-off period.

(iii) Should an employee on lay-off not return to employment with three working days of the due date in terms of section 3 (d) above, such employee shall be deemed to have terminated employment with the employer unless such absence is condoned by the employer.

(iv) Where an employee is expressly required by the employer to report at his place of employment on any day for the purpose of ascertaining whether work will be made available, the employee shall receive not less than four hours' work or pay in lieu thereof in respect of such day.

(v) The proviso of section 8 (1) (a) of this Agreement shall *mutatis mutandis* apply to payment of earnings in respect of lay-off.

4. Short-time

(a) Definition

"Short time" means implementation of reduced working time i.e. lesser number of hours per day or lesser number of days per week owing to a shortage of work and/or materials and any other justifiable contingencies and/or unforeseen contingencies and/or circumstances beyond the control of the employer.

(b) Notification

(i) An employer shall give the Regional Council, affected employees, and affected party trade unions two clear working days notice of the intention to implement or increase or reduce short time hours.

(ii) The employer shall, as far as practicable, spread the work available amongst the employees affected.

(iii) An employer shall not be required to pay wages to his employees, except for the periods actually worked: Provided that where the employer believes resumption of work can be effected and expressly instructs his employees to present themselves for employment on a particular day, they shall receive not less than four hours' work or pay in lieu thereof, in respect of such day.

(iv) Unforeseen contingencies and/or circumstances referred to above shall not include inclement weather.

(v) 'n Werkgewer moet die Streekraad en die betrokke partyvakverenigings in kennis stel indien korttyd langer as ses weke vanaf die datum van oorspronklike implementering sal voortduur.

(c) Algemeen

Die bepalinge van klousule 5 van hierdie Ooreenkoms met betrekking tot oortydbetalings is nie van toepassing nie ten opsigte van tyd gewerk wat meer is as die gespesifiseerde daaglikse korttydure maar minder is as die gewone werkure vir sodanige werkdag van die week: Met dien verstande dat as die werkgewer van 'n werknemer vereis om meer as die daaglikse korttydure te werk maar versuim om die twee dae kennisgewing voorgeskryf by subklousule (b) (i) te gee, moet vir sodanige tydperk aldus gewerk besoldig word teen 'n boetetarief gelyk aan die toepaslike oortydtarief vir die tydperk aldus gewerk wat die korttydure oorskry, vir 'n maksimum tydperk van twee dae.

5. Dienskontrakte vir bepaalde tydsduur

(a) Woordomsywing

'n Werkgewer kan 'n werknemer in diens neem vir 'n gespesifiseerde beperkte kontraktydperk kragtens 'n dienskontrak vir 'n bepaalde tydsduur, volgens die Bylae hiervan, vir die volgende gespesifiseerde kategorieë werk:

(i) Terreinwerk

Indiensneming kragtens 'n kontrak wat spesifiseer dat die diens ten opsigte van 'n spesifieke konstruksieterrein is vir die duur van die terrein kontrak of 'n spesifieke gedeelte of seksie daarvan: Met dien verstande dat waar so 'n werknemer onmiddellik weer in diens geneem word op 'n ander terrein, sodanige werknemer nie geag word in diens te wees kragtens 'n dienskontrak vir 'n bepaalde tydsduur ten opsigte van hierdie seksie nie.

(ii) Omkeerwerk

Indiensneming kragtens 'n dienskontrak wat spesifiseer dat die diens vir die duur is, of 'n gedeelte daarvan, van—

(aa) 'n kontrak wat deur die werkgewer verkry is om gespesifiseerde installeer-, onderhouds-, opknappings- of ontwikkelingswerk te doen aan bestaande toerusting of aan 'n installasie wat nie deur die werkgewer besit word nie;

(ab) grootskaalse onderhouds-, opknappings- of ontwikkelingswerk aan toerusting of 'n installasie wat deur die werkgewer besit word en wat die werwing van bykomende getalle werknemers nodig maak.

(iii) Skeepsherstelwerk

Indiensneming kragtens 'n dienskontrak wat spesifiseer dat die diens vir die duur is, of 'n gedeelte daarvan, van 'n spesifieke kontrak wat deur die werkgewer verkry is om herstelwerk aan 'n bepaalde vaartuig te doen.

(iv) Korttermynwisseling in die werkklading

Indiensneming kragtens 'n dienskontrak wat voortvloei uit 'n situasie waar dit vir die werkgewer nodig is om bykomende werknemers in diens te neem as gevolg daarvan dat die werkgewer bykomende werk van 'n korttermynaard verkry het. Sodanige in diensternyn is beperk tot 'n tydperk van hoogstens vier maande: Met dien verstande dat indien 'n langer tydperk vereis word om 'n spesifieke taak of werksaamheid te voltooi, die tydperk van die spesifieke taak of werksaamheid in die dienskontrak vir 'n bepaalde tydsduur gespesifiseer moet word.

(b) Algemeen

(i) Die bepalinge van die Hoof-ooreenkoms is van toepassing ten opsigte van werknemers in diens kragtens dienskontrakte vir 'n bepaalde tydsduur. Die bepalinge van klousule 1, hierbo is egter nie van toepassing op sodanige werknemers nie, mits die beëindiging van sodanige werknemers se diens nie voor die ooreengekome verstrykingsdatum van die dienskontrak vir 'n bepaalde tydsduur geskied nie.

(v) An employer shall notify the Regional Council and affected party trade unions if short-time is to continue for more than six weeks from the date of original implementation.

(c) General

The provisions of section 5 of this Agreement relating to over-time payments shall not apply in respect of time worked in excess of specified daily short-time hours, but less than the ordinary working hours for such working day of the week: Provided that should the employer require an employee to work in excess of the daily short-time hours, but fails to give the two days' notice prescribed in subclause (b) (i) then such period so worked shall be remunerated at a penalty rate equivalent to the applicable over-time rate for the period so worked beyond the short-time hours for a maximum period of two days.

5. Limited duration contracts of employment

(a) Definition

An employer may employ an employee for a specified limited contract period in terms of a limited duration contract of employment per Schedule hereto on the following specified categories of work:

(i) Sitework

Employment in terms of a contract which specifies that employment is in respect of a specific construction site for the duration of the site contract or a specific portion or section thereof: Provided that where such an employee is immediately re-employed on a different site such employee shall not be regarded as having been employed on a limited duration contract in respect of this section.

(ii) Turnaround work

Employment in terms of a contract of employment which specifies that employment is for the duration, or portion thereof, of—

(aa) a contract secured by the employer to carry out specified installation, maintenance, overhaul or development work on existing equipment or on an installation not owned by the employer;

(ab) major maintenance, overhaul or development work on equipment or an installation owned by the employer necessitating the recruitment of employees over and above the normal complement.

(iii) Ship repair work

Employment in terms of a contract of employment which specifies that employment is for the duration or portion thereof of a specific contract secured by the employer to carry out repairs on a particular vessel.

(iv) Short-term fluctuations in work load

Employment in terms of a contract of employment which arises out of a situation where the employer is necessitated to take on additional employees as a result of having secured additional work of a short-term nature. Such employment shall be limited in duration to a period not exceeding four months: Provided that should a longer period be required to complete a specific task or activity, the period of the specific task or activity shall be specified in the limited duration contract of employment.

(b) General

(i) The provisions of the Main Agreement shall apply in respect of employees engaged on limited duration contracts of employment. The provisions of section 1 above shall not, however, apply to such employees provided the termination of such employees services does not precede the agreed expiry date of the limited duration contract.

(ii) 'n Werkgewer moet by indiënsneming van 'n werknemer kragtens 'n dienskontrak vir 'n bepaalde tydskuur, 'n ondertekende afskrif van die kontrak wat aangegaan is aan die werknemer gee.

(iii) Elke werkgewer wat werknemers kragtens 'n dienskontrak vir 'n bepaalde tydskuur in diens het, moet elke maand, in sodanige vorm as wat die Raad van tyd tot tyd vereis, die Raad in kennis stel van die getal sodanige werknemers in sy diens.

Voetnoot

Alhoewel die bepalings van hierdie Bylae van toepassing is op partyvakverenigings, word aanbeveel dat dié bepalings ook nagekom word ten opsigte van niepartyvakverenigings en enige werknemerverteenwoordigende liggaam wat kragtens 'n ooreengekome prosedure verkies is, tensy sodanige niepartyvakvereniging of werknemerliggaam verteenwoordigende anders besluit.

(ii) An employer shall on engagement of an employee in terms of a limited duration contract of employment give the employee a signed copy of the contract which has been entered into.

(iii) Every employer who has employees engaged in terms of a limited duration contract of employment shall each month, in such form as required by the Council from time to time, notify the Council of the number of such employees in his employ.

Footnote

Whilst the provisions of this Annexure apply to party trade unions it is recommended that they also be observed in respect of non-party trade unions and any employee representative body elected in terms of an agreed procedure unless such non-party trade union or employee representative body elects otherwise.

BYLAE VAN KLOUSULE 35

DIENSKONTRAK VIR BEPAALDE TYDSKUUR

[Bylae bedoel in klousule 5 (a) van Bylae A van die Hoofdooreenkoms]

DIENSKONTRAK

(Die werkgewer):..... onderneem om (die werknemer):..... in diens te neem, en die werknemer erken hiermee aanvaarding van diens by die werkgewer onderworpe aan die volgende voorwaardes:

(i) (a) Die dienskontrak kragtens klousule 5 van Bylae A van die Hoofdooreenkoms is vir 'n maksimum tydperk vanmaande/weke vanaf die datum van indiënsneming, vir die doel van terreinwerk/omkeerwerk/skeepsheerstellwerk (skrap wat nie van toepassing is nie), vanaf tot of die voltooiing van die spesifieke werk hieronder uiteengesit:

OF

(b) Die dienskontrak vir korttermynwisseling in die werklading mag 'n tydperk van hoogstens vier maande wees vanaf die datum van indiënsneming, naamlik vanaftotof die voltooiing van die spesifieke werk hieronder uiteengesit:

(OPMERKING: Indien 'n tydperk van langer as vier maande vereis word om 'n spesifieke taak of werksaamheid te voltooi, moet die tydperk en die spesifieke taak of werksaamheid hieronder uiteengesit word).

(ii) By voltooiing van die kontrak uiteengesit in (i) hierbo, eindig hierdie kontrak outomaties. Sodanige beëindiging moet nie vertolk word as die vermindering van werknemers nie maar as die voltooiing van die kontrak.

Die werknemer moet desnieteenstaande steeds een skof kennis gegee word van die verstryking van die kontraktydperk.

(iii) Die oorblywende diensvoorwaardes, nie spesifiek hierbo uiteengesit nie, is die bestaande werkgewerbeleid, reëls en regulasies en die algemene diensvoorwaardes soos vervat in die Hoofdooreenkoms vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid, onderworpe aan die beperking uiteengesit in (ii) hierbo.

(iv) Waar diens voortgesit word na die voltooiing van hierdie kontrak kragtens (i) hierbo, word hierdie kontrak van nul en gener waarde en is die bepalings van die Hoofdooreenkoms van toepassing.

(v) Behoudens die wysiging van die algemene diensvoorwaardes soos uiteengesit in (iii) hierbo, is die voorwaardes van diensaanvaarding soos volg:

(a) Beroep:.....

(b) Loonskaal:.....

(wat nie minder mag wees nie as die loonskaal gelys in die Hoofdooreenkoms).

Die werknemer erken dat hy/sy die inhoud van hierdie kontrak verstaan en gee die aanvaarding daarvan te kenne.

Geteken te op19.....

Werkgewer:.....

Werknemer:.....

Getuie:.....

**ANNEXURE TO SECTION 35
LIMITED DURATION CONTRACT OF EMPLOYMENT**

[Schedule referred to in section 5 (a) of Annexure A to the Main Agreement]

CONTRACT OF EMPLOYMENT

(The employer): agrees to engage the services of (the employee):
..... and the employee hereby agrees to accept service with the employer on the following terms and conditions:

(i) (a) The contract of employment in terms of section 5 of Annexure A to the Main Agreement shall be for a maximum period of months/weeks from date of employment, for the purpose of site work/turnaround work/ship repair work (delete whichever is not applicable), from to or completion of the specific work detailed hereunder:

.....

OR

(b) The contract of employment for short-term fluctuations in work load, shall not exceed a period of four months from date of employment, viz: from to or completion of the specific work detailed hereunder:

(NOTE: Should a period longer than four months be required to complete a specific task or activity, the period and the specific task or activity must be specified hereunder.)

.....

(ii) On completion of the contract detailed in (i) above, this contract shall automatically terminate. Such termination shall not be construed as being retrenchment but as completion of contract.

The employee shall nonetheless still be given one shift's notice of expiry of the contract period.

(iii) The remaining conditions of employment, not expressly detailed above, shall be existing employer policy, rules and regulations and the general conditions of employment as contained in the Main Agreement for the Iron, Steel, Engineering and Metallurgical Industry, subject to the limitation set out in (ii) above.

(iv) Where employment continues after completion of this contract in terms of (i) above this contract shall become null and void and the provisions of the Main Agreement shall apply.

(v) Subject to amendment of the general conditions of employment as set out in (iii) above, the engagement conditions shall be:

(a) Occupation:

(b) Rate of pay:

(which shall not be less than the rate scheduled in the Main Agreement).

The employee acknowledges that he/she understands the contents of this contract and signifies acceptance thereof.

Signed at on 19

Employer:

Employee:

Witness:

No. 2661

8 November 1991

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELNYWERHEID, WES-KAAPLAND

WYSIGING VAN VOORSORGFONDS-
OOREENKOMS

Ek, Eli van der Merwe Louw, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1993 eindig, bindend is vir die werkgeversorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgevers en werknemers wat lede van genoemde organisasie of vereniging is; en

No. 2661

8 November 1991

LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY,
WESTERN CAPE

AMENDMENT OF PROVIDENT FUND AGREEMENT

I, Eli van der Merwe Louw, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a) met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1993 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

E. VAN DER M. LOUW,
Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID VAN WES-KAAPLAND

VOORSORGFONDSOOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

Cape Furniture Manufacturers' Association

(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

National Union of Furniture and Allied Workers of South Africa

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid van Wes-Kaapland,

om die Ooreenkoms van genoemde Raad, gepubliseer by Goewermentskennisgewing No. R. 2013 van 11 Julie 1969, soos gewysig en hernieu deur Goewermentskennisgewings Nos. R. 421 van 15 Maart 1974, R. 74 van 16 Januarie 1976, R. 2042 en R. 2043 van 14 September 1979, R. 187 van 1 Februarie 1980, R. 1726 van 22 Augustus 1980, R. 414 van 27 Februarie 1981, R. 838 van 30 April 1982, R. 587 van 18 Maart 1983, R. 2597 van 30 November 1984, R. 478 van 1 Maart 1985, R. 1131 van 24 Mei 1985, R. 1481 van 5 Julie 1985, R. 1231 van 20 Junie 1986, R. 1332 van 27 Junie 1986, R. 2005 van 19 September 1986, R. 535 van 13 Maart 1987, R. 2020 van 18 September 1987, R. 1432 van 15 Julie 1988, R. 239 van 17 Februarie 1989, R. 2119 van 29 September 1989 en R. 2411 van 4 Oktober 1991, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Meubelnywerheid van Wes-Kaapland nagekom word—

(a) deur alle werkgewers wat lede is van die werkgewersorganisasie en deur alle werknemers wat lede is van die vakvereniging en wat onderskeidelik by die Nywerheid betrokke of daarin werksaam is; en

(b) in die landdrostdistrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvina, Carnarvon, Clanwilliam, Ceres, Die Kaap, Fraserburg, Goodwood, Heidelberg (K.P.), Hermanus, Hopefield, Kuilsrivier, Ladismith, Laingsburg, Malmesbury, Montagu, Namakwaland, Paarl, Piketberg, Prins Albert, Riversdal, Robertson, Simonstad, Somerset-Wes, Stellenbosch,

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

E. VAN DER M. LOUW,
Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE WESTERN CAPE PROVIDENT FUND

AGREEMENT

in accordance with the provisions of the labour Relations Act, 1956, made and entered into by and between the

Cape Furniture Manufacturers' Association

(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

National Union of Furniture and Allied Workers of South Africa

(hereinafter referred to as the "employee" or the "trade union"), of the other part,

being the parties to the Industrial Council for the Furniture Manufacturing Industry of the Western Cape,

to amend the Agreement of the said Council, published under Government Notice No. R. 2013 of 11 July 1969, as amended and renewed by Government Notices Nos. R. 421 of 15 March 1974, R. 74 of 16 January 1976, R. 2042 and R. 2043 of 14 September 1979, R. 187 of 1 February 1980, R. 1726 of 22 August 1980, R. 414 of 27 February 1981, R. 838 of 30 April 1982, R. 587 of 18 March 1983, R. 2597 of 30 November 1984, R. 478 of 1 March 1985, R. 1131 of 24 May 1985, R. 1481 of 5 July 1985, R. 1231 of 20 June 1986, R. 1332 of 27 June 1986, R. 2005 of 19 September 1986, R. 535 of 13 March 1987, R. 202 of 18 September 1987, R. 1432 of 15 July 1988, R. 239 of 17 February 1989, R. 2119 of 29 September 1989 and R. 2411 of 4 October 1991.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry of the Western Cape—

(a) by all employers who are members of the employers, organisation and all employees who are members of the trade union, who are engaged or employed therein;

(b) in the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvina, Carnarvon, Clanwilliam, Ceres, Fraserburg, Goodwood, Heidelberg (C.P.) Hermanus, Hopefield, Kuils River, Ladismith, Laingsburg, Malmesbury, Montagu, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simon's Town, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, The Cape,

Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredendal, Wellington, Williston, Worcester, Wynberg, Barkly-Wes, Britstown, De Aar, Gordonia, Hay, Herbert, Hopetown, Kenhardt, Kimberley en Kuruman en in daardie gedeelte van die landdrostdistrik Postmasburg wat voor die publikasie van Goewermentskennisgewing 1254 van 27 Junie 1975 in die landdrostdistrik Kuruman geval het, maar uitgesonderd daardie gedeelte van die landdrostdistrik Kuruman wat voor die publikasie van Goewermentskennisgewing 1314 van 28 Augustus 1964 in die landdrostdistrik Postmasburg geval het, Philipstown en Prieska.

(2) Ondanks subklousule (1) (a) van hierdie klousule, is hierdie Ooreenkoms—

(a) van toepassing slegs op dié werknemers vir wie minimum lone in die Hoofooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers;

(b) nie van toepassing nie ten opsigte van kantoorwerknemers (d.w.s. werknemers in klousule 15 van Deel II van die Hoofooreenkoms bedoel), of leerlinge (d.w.s. werknemers in klousule 10 en 12 van Deel II van die Hoofooreenkoms bedoel);

(c) nie van toepassing nie op 'n werkgewer wat hoogstens een besigheid binne die toepassingsbestek van hierdie Ooreenkoms bedryf en wat te alle tye minder as vyf werknemers in of in verband met sodanige besigheid in diens het: Met dien verstande dat werkende werkgewers as werknemers beskou moet word vir die doel om die getal werknemers in sodanige besigheid vas te stel: Voorts met dien verstande dat 'n werkgewer wat uitgesluit is ingevolge hierdie paragraaf en sy werknemers die keuse kan uitoefen om op 'n vrywillige grondslag deelname te hê in die Voorsorg fonds.

(3) Ondanks subklousules (1) en (2) van hierdie klousule, is lidmaatskap van die Fonds soos bedoel in klousule 4 nie verpligtend nie vir 'n werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms 'n deelnemer in of lid van 'n ander fonds is wat vir pensioen- of voorsorgvoordele voorsiening maak, wat op genoemde datum bestaan en waarin die werkgewer van daardie werknemer op genoemde datum 'n deelnemer is, of vir die werkgewer van daardie werknemer gedurende dié tydperk wat sodanige ander fonds in werking is en beide werkgewer en werknemer daarin deelneem, as die voordele van sodanige ander fonds na die mening van die Raad oor die algemeen nie minder gunstig is nie as die voordele wat deur die Raad se Fonds verskaf word.

2. KLOUSULE 3: WOORDOMSKRYWINGS

In die woordomskrywing van "bevoegde werknemer", skrap die uitdrukking "wat die leeftyd van 20 jaar bereik het".

3. KLOUSULE 10: VOORDELE

Vervang subklousule (k) (i) deur die volgende:

"(k) (i) By die afsterwe van 'n lid, ongeag of enige ander voordele betaalbaar mag wees ingevolge ander subklousules van hierdie klousule—

(a) moet sterftebystand van R1 000,00 aan sy afhanklikes betaal word: Met dien verstande dat sodanige bystand slegs aan of ten opsigte van een afhanklike betaalbaar is;

Tulbagh, Vanrhynsdorp, Victoria West, Vredendal, Wellington, Williston, Worcester, Wynberg, Barkly West, Britstown, De Aar, Gordonia, Hay, Herbert, Hopetown, Kenhardt, Kimberley en Kuruman and in that portion of the Magisterial District of Postmasburg which, prior to the publication of Government Notice 1254 of 27 June 1975, fell within the Magisterial District of Kuruman, but excluding that portion of the Magisterial District of Kuruman which, prior to the publication of Government Notice No. 1314 of 28 August 1964, fell within the Magisterial District of Postmasburg, Philipstown and Prieska.

(2) Notwithstanding the provisions of subclause (1) (a) of this clause the terms of this Agreement shall—

(a) apply only to employees for whom minimum wages are prescribed in the Main Agreement, and to the employers of such employees;

(b) not apply in respect of office employees (i.e. employees referred to in clause 15 of Part II of the Main Agreement), or learners (i.e. employees referred to in clause 10 and 12 of Part II of the Main Agreement);

(c) not apply to an employer who carries on not more than one business within the scope of application of this Agreement who employs fewer than five employees at all times or in connection with such business: Provided that working employers shall be regarded as employees for the purpose of establishing the number of employees in such business: Provided further that an employer who is excluded by virtue of this paragraph and his employees may elect to participate in the Provident fund on a voluntary basis.

(3) Notwithstanding the provisions of subclause (1) and (2) of this clause, membership of the Fund referred to in clause 4 shall not be compulsory in respect of any employee who at the date of coming into operation of this Agreement is a participant in and a member of any other fund providing pension or provident benefits, which was in existence on the said date and in which the employer of that employee was on the said date a participant, or in respect of the employer of that employee, during such period only as such other fund continues to operate and both employer and employee participate therein, if in the opinion of the Council the benefits of such other fund are on the whole not less favourable than the benefits provided by the Council's Fund.

2. CLAUSE 3: DEFINITIONS

In the definition of "eligible employee" delete the expression "who has attained the age of 20 years".

3. CLAUSE 10: BENEFITS

Substitute the following for subclause (k) (i):

"(k) (i) On the death of a member, whether or not any other benefits may be payable in terms of the other subclauses of this clause—

(a) his dependants shall be paid a mortality benefit of R1 000,00, provided that such benefit shall be paid to or in respect of one dependant only;

(b) indien hy geen afhanklikes het nie maar oorleef word deur een of albei sy ouers, moet sterftebystand van hoogstens R1 000,00 betaal word aan albei of een van sy ouers, ongeag of hy deur een of albei oorleef word: Met dien verstande dat die totale bedrag wat ingevolge hierdie subklousule uitbetaal word, nie R1 000,00 oorskry nie;

(c) as hy geen afhanklikes het en geeneen van sy ouers hom oorleef nie, moet sterftebystand van hoogstens R1 000,00 betaal word aan een individuele begunstigde: Met dien verstande dat die lid voor sy dood sodanige begunstigde deur skriftelike kennisgewing aan die Maatskappy genomineer het as die ontvanger van die voordeel, en dat die lid daarop geregtig is om te eniger tyd voor sy dood enige sodanige nominasie te herroep deur skriftelike kennisgewing te dien effekte aan die Maatskappy;"

V. SEBBA,

Voorsitter.

M. ADAM,

Ondervoorsitter.

I. KENNEY,

Sekretaris.

No. R. 2662

8 November 1991

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBEL- EN BEDDEGOEDNYWERHEID—
TRANSSVAAL

WYSIGING VAN HOOFOOREENKOMS

Ek, Eli van der Merwe Louw, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1991 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is.

E. VAN DER M. LOUW

Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE MEUBEL- EN BEDDE-
GOEDNYWERHEID, TRANSSVAAL

OOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

Transvaal Furniture, Bedding and Upholstery Manufacturers' Association

(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

National Union of Furniture and Allied Workers of South Africa

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Meubel- en Beddegoednywerheid, Transvaal,

(b) if he has no dependants but is survived by either or both of his parents, a mortality benefit not exceeding R1 000,00 shall be paid to either or both of his parents regardless of whether he is survived by both or only one of them, provided that the total amount paid in terms of this subclause shall not exceed R1 000,00;

(c) if he has no dependants and neither of his parents survives him, a mortality benefit not exceeding R1 000,00 shall be paid to one individual beneficiary, provided that the member has nominated such beneficiary to receive such benefit by notice in writing given to the Company prior to his death, and the member shall be entitled to revoke and replace any such nomination at any time prior to his death by written notice to that effect given to the Company;"

V. SEBBA,

Chairman.

M. ADAM,

Vice-Chairman.

I. KENNEY,

Secretary.

No. R. 2662

8 November 1991

LABOUR RELATIONS ACT, 1956

FURNITURE AND BEDDING MANUFACTURING
INDUSTRY—TRANSSVAAL

AMENDMENT OF MAIN AGREEMENT

I, Eli van der Merwe Louw, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1991, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union.

E. VAN DER M. LOUW

Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE FURNITURE AND BED-
DING MANUFACTURING INDUSTRY, TRANSSVAAL

AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Transvaal Furniture, Bedding and Upholstery Manufacturers' Association

(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

National Union of Furniture and Allied Workers of South Africa

(hereinafter referred to as the "employees" or the "trade union"), of the other part,

being the parties to the Industrial Council for the Furniture and Bedding Manufacturing Industry, Transvaal,

tot wysiging van die Herbekragtigde en Gewysigde Ooreenkoms gepubliseer by Goewermentskennisgewing R. 3041 van 4 Januarie 1991 soos verleng by Goewermentskennisgewing R. 1418 van 21 Junie 1991.

1. TOEPASSINGSBESTEK EN GELDIGHEDSDUUR VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Meubel- en Beddegoednywerheid, Transvaal, nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is, en wat onderskeidelik by die Meubel- en Beddegoednywerheid betrokke en daarin werksaam is;

(b) in die provinsie Transvaal en in die landdrostdistrik Vryburg soos dit op 24 Junie 1960 saamgestel was.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms—

(a) van toepassing slegs ten opsigte van werknemers vir wie minimum lone voorgeskryf word en op werkende werkgewers soos omskryf in die Ooreenkomste gepubliseer by Goewermentskennisgewings R. 1345 en R. 1347 van 30 Junie 1981, soos van tyd tot tyd gewysig en herbekragtig;

(b) van toepassing op vakleerlinge vir sover dit nie onbestaanbaar is nie met die Wet op Mannekragopleiding, 1981, of die Wysigingswet op Mannekragopleiding, 1990, of enige kontrakte daarkragtens aangegaan of enige voorwaardes daarkragtens vasgestel;

(c) onderworpe aan die bepalings van die Vasstelling van die Nywerheidshof, gedateer 30 Oktober 1984, in die saak tussen die Nywerheidsrade vir die Meubelnywerheid, Transvaal en Natal, en die Nywerheidsrade vir die Bounywerheid, Transvaal en Natal, en die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid.

2. KLOUSULE 4: SLUITING VAN DIE BEDRYFSINRIGTINGS VIR DIE JAARLIKSE VAKANSIESLUITING

Vervang klousule 4 deur die volgende:

“4. SLUITING VAN BEDRYFSINRIGTINGS VIR DIE JAARLIKSE VAKANSIESLUITING

Geen werkgewer mag werk verrig of van 'n werknemer vereis of hom toelaat om werk te verrig en geen werknemer mag werk onderneem of verrig, hetsy teen besoldiging al dan nie, gedurende die volgende tydperk nie:

Vanaf die aand van Vrydag, 13 Desember 1991, tot die oggend van Donderdag, 9 Januarie 1992.”

3. KLOUSULE 11: OPENBARE VAKANSIEDAE MET BESOLDIGING

Vervang die uitdrukking “sewe dae”, waar dit in subklousule (2) voorkom, deur die uitdrukking “sewe werksdae”.

4. KLOUSULE 17: UITGAWES VAN DIE RAAD

Voeg die volgende nuwe subklousule (5) in:

“(5) Die Raad is daarop geregtig om alle geld bestee ten opsigte van regskoste en uitgawes aangegaan in verband met die invordering van geld wat deur 'n werkgewer van die gelde wat aan 'n werknemer verskuldig is, afgetrek is maar nie deur sodanige werkgewer aan die Raad oorbetal is ingevolge hierdie Ooreenkoms nie, op sodanige werkgewer te verhaal volgens die toepaslike prokureur-en-klient-skaal.”

to amend the Re-enacted and Amended Agreement published under Government Notice R. 3041 of 4 January 1991 as extended by Government Notice R. 1418 of 21 June 1991.

1. SCOPE OF APPLICATION AND PERIOD OF OPERATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Furniture and Bedding Manufacturing Industry, Transvaal—

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union, and who are engaged and employed in the Furniture and Bedding Manufacturing Industry, respectively;

(b) in the Province of the Transvaal and in the Magisterial District of Vryburg as it was constituted as at 24 June 1960.

(2) Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall—

(a) apply only in respect of employees for whom minimum wages are prescribed and to working employers as defined in the Agreements published under Government Notices R. 1345 and R. 1347 of 30 June 1981, as amended and re-enacted from time to time;

(b) apply to apprentices in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or the Manpower Training Amendment Act, 1990, or any contracts entered into or any conditions fixed thereunder;

(c) be subject to the provisions of the Determination by the Industrial Court, dated 30 October 1984, in the matter between the Industrial Councils for the Furniture Manufacturing Industry, Transvaal and Natal, and the Industrial Councils for the Building Industry, Transvaal and Natal, and the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry.

2. CLAUSE 4: CLOSING OF ESTABLISHMENTS FOR ANNUAL HOLIDAY SHUT-DOWN

Substitute the following for clause 4:

“4. CLOSING OF ESTABLISHMENTS FOR ANNUAL HOLIDAY SHUT-DOWN

No employer shall perform work or require or allow an employee to perform work and no employee shall undertake or perform work, whether for remuneration or not, during the following period:

From the evening of Friday, 13 December 1991, to the morning of Thursday, 9 January 1992.”

3. CLAUSE 11: PAID PUBLIC HOLIDAYS

Substitute the expression “seven working days” for the expression “seven days” where it appears in subclause (2).

4. CLAUSE 17: EXPENSES OF THE COUNCIL

Insert the following new subclause (5):

“(5) The Council shall be entitled to recover from an employer all moneys disbursed by it in respect of legal fees and expenses incurred in the recovery of any moneys deducted by an employer from any moneys due to an employee but not paid over to the Council by such employer in terms of this Agreement on the appropriate attorney and client scale.”

5. HOOFSTUK II: MINIMUM LONE EN LOONSVERHOGINGS

(1) Vervang klousule 1 van Hoofstuk II deur die volgende:

"HOOFSTUK II: MINIMUM LONE EN LOONSVERHOGINGS

1. *Loonsverhogings*: Onderstaande is die minimum weeklone voorgeskryf vir die onderskeie klasse werk hieronder opgesom: Met dien verstande dat by elke geleentheid die minimum voorgeskrewe loon ingevolge hierdie Ooreenkoms verhoog moet word. 'n Werknemer wat 'n hoër loon ontvang as die minimum voorgeskrewe loon vir die klas werk wat hy verrig, moet ondanks andersluidende bepalings hierin vervat, 'n verhoging ontvang wat gelyk is aan die bedrag hieronder vir daardie loonkategorie aangedui:

<i>Werklike verdienste</i>	<i>Tydperk eindigende 30 Junie 1992</i>
Werknemer graad I wat R240,44 of meer per week verdien	Weekloon moet met R35,00 verhoog word
Werknemer graad I (A) wat R240,44 of meer per week verdien	Weekloon moet met R35,00 verhoog word
Werknemer graad II wat R235,16 of R228,82 of meer per week verdien	Weekloon moet met R35,00 verhoog word
Werknemer graad III wat R216,49 of meer per week verdien	Weekloon moet met R35,00 verhoog word
Werknemer graad III (A) wat R213,10 of meer per week verdien	Weekloon moet met R35,00 verhoog word
Werknemer graad IV wat R201,62 of meer per week verdien	Weekloon moet met R35,00 verhoog word
Werknemer graad IV (A) wat R203,62 of meer per week verdien	Weekloon moet met R35,00 verhoog word
Voorman/toesighouer wat R270,44 of meer per week verdien	Weekloon moet met R35,00 verhoog word
Onderbaas wat R260,44 of meer per week verdien	Weekloon moet met R35,00 verhoog word
Onderbaas graad IV wat R211,62 of meer per week verdien	Weekloon moet met R35,00 verhoog word
Los werker graad IV wat R4,08 of meer per uur verdien	Uurloon moet met R0,92 verhoog word

6. HOOFSTUK III: KLOUSULE B: LOONSVERHOGINGS EN MINIMUM LONE

Vervang subklousule (1) van klousule B deur die volgende:

"B. Loonsverhogings

(1) Onderstaande is die minimum weeklone voorgeskryf vir die onderskeie klasse werk hieronder opgesom: Met dien verstande dat by elke geleentheid die minimum voorgeskrewe loon ingevolge hierdie Ooreenkoms verhoog moet word. 'n Werknemer wat 'n hoër loon ontvang as die minimum voorgeskrewe loon vir die klas werk wat hy verrig, moet ondanks andersluidende bepalings hierin vervat, 'n verhoging ontvang wat gelyk is aan die bedrag hieronder vir daardie loonkategorie aangedui:

<i>Indeling</i>	<i>Tydperk eindigende 30 Junie 1992</i>
Drywer ingedeel onder 1 (a) (i)	Weekloon moet met R35,00 verhoog word
Drywer ingedeel onder 1 (a) (ii)	Weekloon moet met R35,00 verhoog word
Drywer ingedeel onder 1 (a) (iii)	Weekloon moet met R35,00 verhoog word
Drywer ingedeel onder 1 (a) (iv) en (b)	Weekloon moet met R35,00 verhoog word

5. CHAPTER II: MINIMUM WAGES AND WAGE INCREASES

(1) Substitute the following for clause 1 of Chapter II:

"CHAPTER II: MINIMUM WAGES AND WAGE INCREASES

1. *Wage increases*: The following shall be the minimum weekly wages prescribed for the respective classes of work enumerated hereunder: Provided that on each occasion the minimum prescribed rate shall be increased in terms of this Agreement. An employee who is in receipt of a wage in excess of the minimum prescribed rate for the class of work performed by him shall, notwithstanding anything to the contrary herein contained, receive an increment equivalent to the amount shown hereunder for that wage category:

<i>Actual earnings</i>	<i>For period ending 30 June 1992</i>
Grade I employee earning R240,44 per week or more	Weekly wage to be increased by R35,00
Grade I (A) employee earning R240,44 per week or more	Weekly wage to be increased by R35,00
Grade II employee earning R235,16 or R228,82 per week or more	Weekly wage to be increased by R35,00
Grade III employee earning R216,49 per week or more	Weekly wage to be increased by R35,00
Grade III (A) employee earning R213,10 per week or more	Weekly wage to be increased by R35,00
Grade IV employee earning R201,62 per week or more	Weekly wage to be increased by R35,00
Grade IV (A) employee earning R203,62 per week or more	Weekly wage to be increased by R35,00
Foreman/supervisor earning R270,44 per week or more	Weekly wage to be increased by R35,00
Chargehand earning R260,44 per week or more	Weekly wage to be increased by R35,00
Grade IV chargehand earning R211,62 per week or more	Weekly wage to be increased by R35,00
Grade IV casual employee earning R4,08 per hour or more	Hourly wage to be increased by R0,92

6. CHAPTER III: CLAUSE B: WAGE INCREASES AND MINIMUM WAGES

Substitute the following for subclause (1) of clause B:

"B. Wage increases

(1) The following shall be the minimum weekly wages prescribed for the respective classes of work enumerated hereunder: Provided that on each occasion the minimum prescribed rate shall be increased in terms of this Agreement. An employee who is in receipt of a wage in excess of the minimum prescribed rate for the class of work performed by him shall, notwithstanding anything to the contrary herein contained, receive an increment equivalent to the amount shown hereunder for that wage category:

<i>Classification</i>	<i>For period ending 30 June 1992</i>
Driver classified under 1 (a) (i)	Weekly wage to be increased by R35,00
Driver classified under 1 (a) (ii)	Weekly wage to be increased by R35,00
Driver classified under 1 (a) (iii)	Weekly wage to be increased by R35,00
Driver classified under 1 (a) (iv) and (b)	Weekly wage to be increased by R35,00

<i>Indeling</i>	<i>Tydperk eindigende 30 Junie 1992</i>	<i>Classification</i>	<i>For period ending 30 June 1992</i>
Drywer ingedeel onder 1 (c)	Weekloon moet met R35,00 verhoog word	Driver classified under 1 (c)	Weekly wage to be increased by R35,00
Drywer ingedeel onder 1 (d) (i)	Weekloon moet met R7,00 verhoog word	Driver classified under 1 (d) (i)	Weekly wage to be increased by R7,00
Drywer ingedeel onder 1 (d) (ii)	Weekloon moet met R7,00 verhoog word	Driver classified under 1 (d) (ii)	Weekly wage to be increased by R7,00
Drywer ingedeel onder 1 (d) (iii)	Weekloon moet met R7,00 verhoog word	Driver classified under 1 (d) (iii)	Weekly wage to be increased by R7,00
Drywer ingedeel onder 1 (d) (iv) en (b)	Weekloon moet met R7,00 verhoog word	Driver classified under 1 (d) (iv) and (b)	Weekly wage to be increased by R7,00
Drywer ingedeel onder 1 (e) en (f)	Weekloon moet met R7,00 verhoog word."	Driver classified under 1 (e) and (f)	Weekly wage to be increased by R7,00".

Namens die partye, op hede die 27ste dag van Junie 1991 te Johannesburg onderteken.

S. M. LE ROUX,
Voorsitter van die Raad.

F. NIGHTINGALE,
Lid van die Raad.

P. C. SMIT,
Hoofsekretaris van die Raad.

Signed at Johannesburg, on behalf of the parties, this 27th day of June 1991.

S. M. LE ROUX,
Chairman of the Council.

F. NIGHTINGALE,
Member of the Council.

P. C. SMIT,
General Secretary of the Council.

DEPARTEMENT VAN NASIONALE GESONDHEID EN BEVOLKINGS- ONTWIKKELING

No. R. 2659

8 November 1991

DIE SUID-AFRIKAANSE GENEESKUNDIGE EN TANDHEELKUNDIGE RAAD

REGULASIES BETREFFENDE DIE VOORWAARDES WAAROP GEREГИSTREERDE STRALINGSTEGNOLOË HULLE BEROEP MAG BEOEFEN: WYSIGING

Die Minister van Nasionale Gesondheid het, op aanbeveling van die Suid-Afrikaanse Geneeskundige en Tandheelkundige Raad, kragtens artikel 61 (1) (m) gelees met artikel 61 (4) van die Wet op Geneeshere, Tandartse en Aanvullende Gesondheidsdiensberoep, 1974 (Wet 56 van 1974), die regulasies in die Bylae hiervan uiteengesit, uitgevaardig.

BYLAE

1. In hierdie regulasies beteken die uitdrukking "die Regulasies" die regulasies afgekondig by Goewermentskennisgewing R. 586 van 18 Maart 1983.

2. Die opskrif van die Regulasies word hierby deur die volgende opskrif vervang:

"REGULASIES BETREFFENDE DIE VOORWAARDES WAAROP GEREГИSTREERDE STRALINGSTEGNOLOË HULLE BEROEP MAG BEOEFEN".

3. Regulasie 2 van die Regulasies word hierby gewysig deur die uitdrukking "radioterapeutiese laboratoriumtegnikus" deur die uitdrukking "stralingstegnoloog" te vervang.

DEPARTMENT OF NATIONAL HEALTH AND POPULATION DEVELOPMENT

No. R. 2659

8 November 1991

THE SOUTH AFRICAN MEDICAL AND DENTAL COUNCIL

REGULATIONS RELATING TO THE CONDITIONS UNDER WHICH REGISTERED RADIATION TECHNOLOGISTS MAY PRACTISE THEIR PROFESSION: AMENDMENT

The Minister of National Health has, on the recommendation of the South African Medical and Dental Council, in terms of section 61 (1) (m) read with section 61 (4) of the Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act 56 of 1974), made the regulations set out in the Schedule hereto.

SCHEDULE

1. In these regulations the expression "the Regulations" means the regulations published under Government Notice R. 586 of 18 March 1983.

2. The following heading is hereby substituted for the heading of the Regulations:

"REGULATIONS RELATING TO THE CONDITIONS UNDER WHICH REGISTERED RADIATION TECHNOLOGISTS MAY PRACTISE THEIR PROFESSION".

3. Regulation 2 of the Regulations is hereby amended by the substitution for the expression "radiotherapy laboratory technician" of the expression "radiation technologist".

No. R. 2660

8 November 1991

DIE SUID-AFRIKAANSE GENEESKUNDIGE EN
TANDHEELKUNDIGE RAADREGULASIES WAT DIE OMVANG VAN DIE BEROEP
VAN STRALINGSTEGNOLOOG OMSKRYF: WYSIGING

Die Minister van Nasionale Gesondheid het, op aanbeveling van die Suid-Afrikaanse Geneeskundige en Tandheelkundige Raad, kragtens artikel 33 (1) geles met artikel 61 (4) van die Wet op Geneeshere, Tandartse en Aanvullende Gesondheidsdiensberoep, 1974 (Wet 56 van 1974), die regulasies in die Bylae hiervan uiteengesit, uitgevaardig.

BYLAE

1. In hierdie regulasies beteken die uitdrukking "die Regulasies" die regulasies afgekondig by Goewermentskennisgewing R. 843 van 19 April 1991.

2. Die opskrif van die Regulasies word hierby deur die volgende opskrif vervang:

"REGULASIES WAT DIE OMVANG VAN DIE BEROEP VAN STRALINGSTEGNOLOOG OMSKRYF".

3. Regulasie 2 van die Regulasies word hierby gewysig deur die uitdrukking "radiolaboratoriumtegnikus" deur die uitdrukking "stralingstegnoloog" te vervang.

DEPARTEMENT VAN
OMGEWINGSAKE

No. R. 2676

8 November 1991

WET OP SEEVISSERY, 1988
(WET 12 VAN 1988)

WYSIGING VAN KENNISGEWING

Kragtens artikel 33 van die Wet op Seevisserij, 1988 (Wet 12 van 1988), wysig ek, Louis Alexander Pienaar, Minister van Omgewingsake, na oorleg met die Seevisserij-advieskomitee, Goewermentskennisgewing No. R. 1806 van 27 Julie 1990 soos in die Bylae aangedui.

L. A. PIENAAR,

Minister van Omgewingsake.

BYLAE

1. In hierdie kennisgewing het enige woord of uitdrukking waaraan in die Wet 'n betekenis geheg is, daardie betekenis en beteken "kennisgewing" die kennisgewing gepubliseer by Goewermentskennisgewing No. R. 1806 van 27 Julie 1990 soos gewysig deur R. 635 van 28 Maart 1991 en R. 1192 van 24 Mei 1991.

2. Deur die volgende subparagraaf na subparagraaf (5) van paragraaf 29 in te voeg:

"(6) Die gebied vanaf die hoogwatermerk tot 500 meter seewaarts, gemeet vanaf die hoogwatermerk, tussen as oostelike grens 'n lyn (ware rigting 90°) getrek vanaf die baken gemerk HR1 geleë te Kraal Rock in Walkerbaai en as westelike grens in soortgelyke lyn getrek vanaf die baken gemerk HR2 geleë te Rietfontein, Hermanus: Met dien verstande dat hierdie bepaling nie op die vang van hengelvis deur 'n strand- of rotshengelaar met behulp van 'n stok en katrol van toepassing is nie."

No. R. 2660

8 November 1991

THE SOUTH AFRICAN MEDICAL AND
DENTAL COUNCILREGULATIONS DEFINING THE SCOPE OF THE
PROFESSION OF RADIATION TECHNOLOGIST:
AMENDMENT

The Minister of National Health has, on the recommendation of the South African Medical and Dental Council, in terms of section 33 (1) read with section 61 (4) of the Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act 56 of 1974), made the regulations set out in the Schedule hereto.

SCHEDULE

1. In these regulations the expression "the Regulations" means the regulations published under Government Notice R. 843 of 19 April 1991.

2. The following heading is hereby substituted for the heading of the Regulations:

"REGULATIONS DEFINING THE SCOPE OF THE PROFESSION OF RADIATION TECHNOLOGIST".

3. Regulation 2 of the Regulations is hereby amended by the substitution for the expression "radiotherapy laboratory technician" of the expression "radiation technologist".

DEPARTMENT OF ENVIRONMENT
AFFAIRS

No. R. 2676

8 November 1991

SEA FISHERY ACT, 1988
(ACT 12 OF 1988)

AMENDMENT OF NOTICE

I, Louis Alexander Pienaar, Minister of Environment Affairs, after consultation with the Sea Fishery Advisory Committee, hereby under section 33 of the Sea Fishery Act, 1988 (Act 12 of 1988), amend Government Notice R. 1806 of 27 July 1990 as set out in the Schedule.

L. A. PIENAAR,

Minister of Environment Affairs.

SCHEDULE

1. In this notice any word or expression to which a meaning has been assigned in the Act shall have the meaning so assigned and notice means the notice published under Government Notice No. R. 1806 of 27 July 1990 as amended by R. 635 of 28 March 1991 and R. 1192 of 24 May 1991.

2. By the insertion of the following subparagraph after subparagraph (5) of paragraph 29:

"(6) The area from the high-water mark to 500 metres seawards, measured from the high-water mark between, as eastern limit a line (90° true bearing) drawn from the beacon marked HR1 situated at Kraal Rock in Walker Bay and as western limit, a similar line drawn from the beacon marked HR2 situated at Rietfontein, Hermanus: Provided that this provision is not applicable to an angler fishing from the shore with a rod and reel."

No. R. 2677

8 November 1991

WET OP SEEVISSERY, 1988
(WET 12 VAN 1988)

WYSIGING VAN KENNISGEWING

Kragtens artikel 35 van die Wet op Seevisserij, 1988 (Wet 12 van 1988), wysig ek, Louis Alexander Pienaar, Minister van Omgewingsake, na oorleg met die Seevisserij-advieskomitee, Goewermentskennisgewing No. R. 1807 van 27 Julie 1990 soos in die Bylae aangedui.

L. A. PIENAAR,

Minister van Omgewingsake.

BYLAE

1. In hierdie kennisgewing het enige woord of uitdrukking waaraan in die Wet 'n betekenis geheg is, daardie betekenis en beteken "kennisgewing" die kennisgewing gepubliseer by Goewermentskennisgewing No. R. 1807 van 27 Julie 1990.

2. Deur subparagraaf (1) van paragraaf 2 met die volgende te vervang:

"2 (1) Aansoek om 'n permit ingevolge paragraaf 1 (a) moet gedoen word by die Direkteur-generaal op die vorm soos deur hom vereis en moet vergesel wees van 'n bedrag van R15. Indien die Direkteur-generaal weier om 'n permit uit te reik, moet hy vermeldde bedrag aan die aansoeker terugbetaal."

3. Deur subparagraaf (1) van paragraaf 3 met die volgende te vervang:

"(1) 'n Permit vir die vang van perlemoen vir eie gebruik is verkrygbaar by gemagtigde kantore teen betaling van R15 en magtig die houder daarvan om hoogstens vier perlemoen per dag tussen sonop en sononder te vang of te versamel deur slegs vanaf die land te duik sonder die gebruik van kunsmatige asemhalingsapparaat."

4. Deur subparagraaf (2) van paragraaf 3 met die volgende te vervang:

"(2) Die permit soos bedoel in subparagraaf (1) is geldig vir 'n tydperk van drie maande vanaf datum van uitreiking maar sal in geen geval geldig wees gedurende die geslote seisoen vir perlemoen soos voorgeskryf nie: Met dien verstande dat die gemelde permit vir 'n verdere tydperk van hoogstens drie maande verleng sal word indien die permithouder voor die verstryking van die geldigheids tydperk gemelde permit aan 'n gemagtigde kantoor voorlê en ook terselfdertyd 'n ingevulde voorgeskrewe vangsofgawevorm by gemelde kantoor inhandig."

5. Deur die volgende subparagraaf na subparagraaf (2) van paragraaf 3 in te voeg:

"(3) Vir die toepassing van subparagraaf (1) word 'n snorkel nie geag 'n kunsmatige asemhalingsapparaat te wees nie."

6. Deur paragraaf 5 met die volgende te vervang:

"'n Permit vir die vang van Wes- en Suidkuskreef vir kommersiële doeleindes soos bedoel in paragraaf 4 (a) word uitgereik deur die Direkteur-generaal en aansoek moet gedoen word by die Hoofdirekteur: Seevisserie op die vorm soos deur hom vereis, welke aansoek vergesel moet wees van 'n bedrag van R15. Indien die Direkteur-generaal weier om 'n permit uit te reik moet hy vermeldde bedrag aan die aansoeker terugbetaal."

No. R. 2677

8 November 1991

SEA FISHERY ACT, 1988
(ACT 12 OF 1988)

AMENDMENT OF NOTICE

I, Louis Alexander Pienaar, Minister of Environment Affairs, after consultation with the Sea Fishery Advisory Committee, hereby under section 35 of the Sea Fishery Act, 1988 (Act 12 of 1988), amend Government Notice R. 1807 of 27 July 1990 as set out in the Schedule.

L. A. PIENAAR,

Minister of Environment Affairs.

SCHEDULE

1. In this notice any word or expression to which a meaning has been assigned in the Act shall have the meaning so assigned and notice means the notice published under Government Notice No. R. 1807 of 27 July 1990.

2. By the substitution of subparagraph (1) of paragraph 2 with the following:

"2 (1) Application for a permit in terms of paragraph 1 (a) shall be made to the Director-General on the form as required by him and shall be accompanied by the amount of R15. If the Director-General refuses to issue a permit he shall return said amount to the applicant."

3. By the substitution of subparagraph (1) of paragraph 3 with the following:

"(1) A permit for the catching of abalone for own use is obtainable from authorised offices upon payment of R15 and authorises the holder thereof to catch or collect between sunrise and sunset a maximum of four abalone per day by diving from the shore without the use of an artificial breathing apparatus."

4. By the substitution of subparagraph (2) of paragraph 3 with the following:

"(2) The permit as intended in subparagraph (1) is valid for a period of three months from the date of issue, but will in no instance be valid during the closed season for abalone as prescribed: Provided that the said permit will be extended for a further period not exceeding three months if the permitholder presents the said permit to an authorised issuing office before the expiry date of the said permit and at the same time submits a completed prescribed catch return form to the said issuing office."

5. By inserting the following subparagraph after subparagraph (2) of paragraph 3:

"(3) For the purposes of subparagraph (1) a snorkel shall not be regarded as an artificial breathing apparatus."

6. By the substitution of paragraph 5 with the following:

"A permit for the catching of west coast or south coast rock lobster for commercial purposes as intended in paragraph 4 (a) is issued by the Director-General and application shall be made to the Chief Director: Sea Fisheries on the form as required by him and shall be accompanied by the amount of R15. If the Director-General refuses to issue a permit, he shall return said amount to the applicant."

DEPARTEMENT VAN OPENBARE WERKE EN GRONDSAKE

No. R. 2653

8 November 1991

WET OP DEELTITELS, 1986
(WET No. 95 VAN 1986)

WYSIGING VAN DIE DEELTITELREGULASIES

Die Adjunkminister van Grondsake het kragtens artikel 55 van die Wet op Deeltitels, 1986 (Wet No. 95 van 1986), na raadpleging met die Deeltitelregulasieraad, die regulasies in die Bylae uitgevaardig.

BYLAE

Woordomskrywing

1. In hierdie regulasies beteken "die Regulasies" die Deeltitelregulasies, afgekondig by Goewermentskennisgewing No. R. 664 van 8 April 1988, soos gewysig deur Goewermentskennisgewings Nos. R. 991 van 27 Mei 1988, R. 1791 van 3 Augustus 1990, R. 2345 van 5 Oktober 1990 en R. 2542 van 2 November 1990.

Wysiging van regulasie 1 van die Regulasies

2. Regulasie 1 van die Regulasies word hierby gewysig—

(a) deur die omskrywings van "hooflêer" en "onderlêer" te skrap; en

(b) deur voor die omskrywing van "onder sy toesig" die volgende omskrywing in te voeg:

"'deeltitellêer' die deeltitellêer in regulasies 13 bedoel;"

Wysiging van regulasie 4 van die Regulasies

3. Regulasie 4 van die Regulasies word hierby gewysig—

(a) deur paragraaf (a) deur die volgende paragraaf te vervang:

"(a) Die naam van die skema;" en

(b) deur paragraaf (b) deur die volgende paragraaf te vervang:

"(b) die beskrywing en grootte van die grond waarop die gebou of geboue wat deur die voorgestelde skema behels word, staan, soos weergegee in die titelbewys van sodanige grond;"

Wysiging van regulasie 5 van die Regulasies

4. Regulasie 5 van die Regulasies word hierby gewysig—

(a) deur in subregulasie (2) die uitdrukking wat paragraaf (a) voorafgaan deur die volgende uitdrukking te vervang:

"(2) 'n Konsepdeelplan moet uit die volgende velle bestaan wat, behoudens die bepalinge van die Wet, die besonderhede bevat wat by hierdie subregulasie voorgeskryf word: Met dien verstande dat indien so 'n plan bedoel is vir doeleindes van 'n onderverdeling, konsolidasie of uitbreiding van 'n deel of dele of vir die uitbreiding van 'n skema of gemeenskaplike eiendom, of in die omstandighede bedoel in artikel 27 (2) van die Wet, of vir die wysiging van 'n skema weens die vernietiging van of skade aan 'n gebou of geboue of vir die wysiging van 'n deelplan kragtens artikel 14 (1) van die Wet, dit slegs uit die velle moet bestaan wat deur sodanige wysigings geraak word, en die opskrif van sodanige plan moet dit as 'n wysigingsdeelplan beskryf;" en

DEPARTMENT OF PUBLIC WORKS AND LAND AFFAIRS

No. R. 2653

8 November 1991

SECTIONAL TITLES ACT, 1986
(ACT No. 95 OF 1986)

AMENDMENT OF THE SECTIONAL TITLES REGULATIONS

The Deputy Minister of Land Affairs has under section 55 of the Sectional Titles Act, 1986 (Act No. 95 of 1986), after consultation with the Sectional Titles Regulations Board, made the regulations in the Schedule.

SCHEDULE

Definitions

1. In these regulations "the Regulations" means the Sectional Titles Regulations, published under Government Notice No. R. 664 of 8 April 1988, as amended by Government Notices Nos. R. 991 of 27 May 1988, R. 1791 of 3 August 1990 and R. 2542 of 2 November 1990.

Amendment of regulation 1 of the Regulations

2. Regulation 1 of the Regulations is hereby amended—

(a) by the deletion of the definitions of "main file" and "subfile"; and

(b) by the insertion of the following definition before the definition of "taxing master":

"'section title file' means the file referred to in regulation 13;"

Amendment of regulation 4 of the Regulations

3. Regulation 4 of the Regulations is hereby amended—

(a) by the substitution for subregulation (a) of the following subregulation:

"(a) The name of the scheme;" and

(b) by the substitution for paragraph (b) of the following paragraph:

"(b) the description and extent of the land upon which the building or buildings comprising the proposed scheme are situated, as reflected in the title deed of such land;"

Amendment of regulation 5 of the Regulations

4. Regulation 5 of the Regulations is hereby amended—

(a) by the substitution in subregulation (2) for the expression preceeding paragraph (a) of the following expression:

"(2) A draft sectional plan shall consist of the following sheets which, subject to the provisions of the Act, shall contain the particulars prescribed by this subregulation: Provided that if such a plan is intended for the purposes of a subdivision, consolidation or extension of a section or sections, or for the extension of a scheme or common property, or in the circumstances referred to in section 27 (2) of the Act, or for the amendment of a scheme due to the destruction of or damage to a building or buildings, or for the amendment of a sectional plan in terms of section 14 (1) of the Act, it need only comprise such sheets as are affected by such amendments, and the heading of such plan shall be styled as an amending sectional plan;" and

(b) deur in subregulasie (2) subparagraaf (i) van paragraaf (a) deur die volgende subparagraaf te vervang:

“(i) Die naam van die skema;”.

Wysiging van regulasie 10 van die Regulasies

5. Regulasie 10 van die Regulasies word hierby gewysig deur paragraaf (b) van subregulasie (2) deur die volgende paragraaf te vervang:

“(b) ’n bylae, opgestel en onderteken deur die betrokke transportbesorger, wat die volgende bevat:

(i) Die naam van die skema.

(ii) Die volle naam en adres van die ontwikkelaar.

(iii) Die nommer van die titelbewys van die betrokke grond.

(iv) die nommer van die titelbewys waarby die kaart, in die geval van grond wat op ’n goedgekeurde kaart omskryf is, geliasseer is.”.

Wysiging van regulasie 11 van die Regulasies

6. Regulasie 11 van die Regulasies word hierby gewysig—

(a) deur subregulasies (2), (3) en (4) te skrap;

(b) deur subregulasie (7) deur die volgende subregulasie te vervang:

“7 (a) Behoudens die bepalings van paragraaf (b) word ’n sertifikaat van geregistreerde deeltitel in tweevoud by die registrateur ingedien.

(b) Waar daar in ’n registrasiekantoor ’n prosedure gevolg word om aktes en dokumente te reproduseer en sodanige reproduksie in plaas van so ’n akte of dokument te bewaar, is dit nieteenstaande enige andersluidende bepaling van hierdie regulasies, nie nodig om ’n duplikaat oorspronklike van sodanige akte of dokument vir liassering in die registrasiekantoor in te dien nie, en by registrasie word sodanige akte of dokument geag die afskrif te wees wat in die registrasiekantoor geliasseer is tot tyd en wyl die reproduksie van die akte of dokument in die plek daarvan geliasseer is: Met dien verstande dat die bepalings van hierdie paragraaf nie in ’n registrasiekantoor toegepas word nie alvorens die Hoofregistrateur van Aktes die registrateur van die betrokke kantoor skriftelik opdrag daartoe gegee het.”.

Wysiging van regulasie 12 van die Regulasies

7. Regulasie 12 van die Regulasies word hierby gewysig deur subregulasie (2) te skrap.

Wysiging van regulasie 13 van die Regulasies

8. Regulasie 13 van die Regulasies word hierby gewysig—

(a) deur subregulasie (1) deur die volgende subregulasie te vervang:

“(1) Die deeltitelregister soos beoog in artikel 12 (1) (b) van die Wet moet by wyse van ’n deeltitellêer soos uiteengesit in Vorm D in Aanhangsel 1, geopen word.”;

(b) deur subregulasie (2) deur die volgende subregulasie te vervang:

“(2) Die lêernommer wat aan die deeltitellêer toegeken word, moet dieselfde wees as die nommer wat aan die deelplan toegeken word.”;

(c) deur subregulasie (3) te skrap;

(b) by the substitution for subparagraph (i) of paragraph (a) of subregulation (2) of the following subparagraph:

“(i) The name of the scheme;”.

Amendment of regulation 10 of the Regulations

5. Regulation 10 of the Regulations is hereby amended by the substitution for paragraph (b) of subregulation (2) of the following paragraph:

“(b) a schedule, compiled and signed by the conveyancer concerned, containing the following;

(i) The name of the scheme.

(ii) The full name and address of the developer.

(iii) The number of the title deed of the land concerned.

(iv) In the event of land defined on an approved diagram, the number of the title deed with which the diagram is filed.”.

Amendment of regulation 11 of the Regulations

6. Regulation 11 of the Regulations is hereby amended—

(a) by the deletion of subregulations (2), (3) and (4);

(b) by the substitution for subregulation (7) of the following subregulation:

“7 (a) Subject to the provisions of paragraph (b) a certificate of registered sectional title shall be lodged in duplicate with the registrar.

(b) Where a procedure is followed in a deeds registry of reproducing deeds and documents and of keeping such reproduction in stead of such deed or document, it shall, notwithstanding anything to the contrary in these Regulations, not be necessary to lodge a duplicate original of such deed or document for filing in the deeds registry, and upon registration such deed or document shall be deemed to be the copy filed in the deeds registry until such time as the reproduction of the deed or document is filed in lieu thereof: Provided that the provisions of this paragraph shall not be applied in a deeds registry until the Chief Registrar of Deeds has instructed the registrar of the office concerned in writing.”.

Amendment of regulation 12 of the Regulations

7. Regulation 12 of the Regulations is hereby amended by the deletion of subregulation (2).

Amendment of regulation 13 of the Regulations

8. Regulation 13 of the Regulations is hereby amended—

(a) by the substitution for subregulation (1) of the following subregulation:

“(1) The sectional title register as contemplated in section 12 (1) (b) of the Act, shall be opened by means of a sectional title file as set out in Form D in Annexure 1.”;

(b) by the substitution for subregulation (2) of the following subregulation:

“(2) The file number allotted to the sectional title file, shall be the same as the number allotted to the sectional plan.”;

(c) by the deletion of subregulation (3);

(d) deur in subregulasie (4) die uitdrukking wat paragraaf (a) voorafgaan deur die volgende uitdrukking te vervang:

“(4) In die deeltitellêer word geliasseer—”;

(e) deur paragraaf (a) van subregulasie (4) deur die volgende paragraaf te vervang:

“(a) die dokumente in artikel 11 (3) van die Wet bedoel, uitgesonderd die sertifikate van geregistreerde deeltitel, die eienaar se afskrif van die titelbewys van die grond en die verband.”;

(f) deur paragraaf (c) van subregulasie (4) deur die volgende paragraaf te vervang:

“(c) korrespondensie wat betrekking het op die betrokke skema as geheel.”;

(g) deur paragraaf (d) van subregulasie (4) te skrap;

(h) deur subregulasie (5) te skrap; en

(i) deur subregulasie (6) deur die volgende subregulasie te vervang:

“(6) Waar daar in 'n registrasiekantoor 'n prosedure gevolg word om dokumente te reproduseer en sodanige reproduksie in plaas van so 'n dokument te bewaar, en om 'n register soos bedoel in artikel 12 (1) (c) te hou, kan die deeltitellêer bedoel in subregulasie (4) deur sodanige reproduksies en register vervang word: Met dien verstande dat die deeltitellêer behou moet word vir sekere dokumente indien die Hoofregistrator van Aktes aldus bepaal.”.

Wysiging van regulasie 15 van die Regulasies

9. Regulasie 15 van die Regulasies word hierby gewysig deur subregulasie (5) deur die volgende subregulasie te vervang:

“(5) Wanneer die registrasie van 'n deelplan op aansoek van die ontwikkelaar ingevolge artikel 14 (6) van die Wet gerojêer is, maak die registrator die nodige aantekeninge op—

(a) elkeen van die betrokke deeltitelbewyse;

(b) die titels van enige saaklike regte, uitgesluit minerale regte, en

(c) die bylae bedoel in artikel 11 (3) (b).”.

Wysiging van regulasie 16 van die Regulasies

10. Regulasie 16 van die Regulasies word hierby gewysig—

(a) deur paragraaf (b) van subregulasie (1) deur die volgende paragraaf te vervang:

“(b) (i) 'n Konsepsertifikaat in die vorm soos voorgeskryf in paragraaf (a) moet deur 'n transportbesorger opgestel word en in tweevoud by die registrator ingedien word.

(ii) Die oorspronklike sertifikaat moet in die deeltitellêer geliasseer word en die duplikaat daarvan moet aan die transportbesorger besorg word.”;

(b) deur subregulasie (2) deur die volgende subregulasie te vervang:

“(2) Die akte van transport in artikel 15B (1) (a) van die Wet bedoel, moet in die vorm van Vorm H in Aanhangsel 1 wees.”;

(d) by the substitution in subregulation (4) for the expression preceeding paragraph (a) of the following expression:

“(4) In the sectional title file shall be filed—”;

(e) by the substitution for paragraph (a) of subregulation (4) of the following paragraph:

“(a) the documents referred to in section 11 (3) of the Act, with the exception of the certificates of registered sectional title, the owner's copy of the title deed of the land and the bond;”;

(f) by the substitution for paragraph (c) of subregulation (4) of the following paragraph:

“(c) correspondence relating to the scheme concerned as a whole;”;

(g) by the deletion of paragraph (d) of subregulation (4);

(h) by the deletion of subregulation (5); and

(i) by the substitution for subregulation (6) of the following subregulation:

“(6) Where a procedure is followed in a deeds registry of reproducing documents and of keeping such reproduction instead of such document and of maintaining a register as referred to in section 12 (1) (c), the sectional title file referred to in subregulation (4) may be substituted by such reproductions and register: Provided that the sectional title file shall be maintained for certain documents should the Chief Registrar of Deeds so determine.”.

Amendment of regulation 15 of the Regulations

9. Regulation 15 of the Regulations is hereby amended by the substitution for subregulation (5) of the following subregulation:

“(5) Whenever the registration of a sectional plan is cancelled on the application of the developer in terms of section 14 (6) of the Act, the registrar shall make the necessary endorsement on—

(a) each of the relevant sectional title deeds;

(b) the titles to any real rights, with the exclusion of mineral rights; and

(c) on the schedule referred to in section 11 (3) (b).”.

Amendment of regulation 16 of the Regulations

10. Regulation 16 of the Regulations is hereby amended—

(a) by the substitution for paragraph (b) of subregulation (1) of the following paragraph:

“(b) (i) A draft certificate in the form prescribed in paragraph (a) shall be prepared by a conveyancer and lodged in duplicate with the registrar.

(ii) The original certificate shall be filed in the sectional title file and the duplicate thereof shall be delivered to the conveyancer.”;

(b) by the substitution for subregulations (2) of the following subregulation:

“(2) The deed of transfer referred to in section 15B (1) of the Act, shall be in the form of Form H in Annexure 1.”;

(c) deur subregulasie (3) deur die volgende subregulasie te vervang:

“(3) Waar toestemming waarna verwys word in regulasie 30 (2) benodig word, moet dit saam met die akte van oordrag ingedien word.”;

(d) deur subregulasie (4) deur die volgende subregulasie te vervang:

“(4) ’n Aansoek bedoel in artikel 15B (5) van die Wet, moet in die vorm van Vorm I in Aanhangsel 1 wees.”; en

(e) deur subregulasie (5) deur die volgende subregulasie te vervang:

“(5) ’n Sertifikaat van geregistreerde deeltitel in artikel 15B (5) van die Wet bedoel, moet in die vorm van Vorm J in Aanhangsel 1 wees.”.

Invoeging van regulasie 16A

11. Die Regulasies word hierby gewysig deur na regulasie 16 die volgende regulasie in te voeg:

“16A. (1) Elke transportakte, titelsertifikaat, sertifikaat van registrasie of deelverband moet opgestel word deur ’n transportbesorger of ander persoon kragtens enige wet daartoe gemagtig wat ’n sertifikaat in die boonste regterkantse hoek op die eerste bladsy van die betrokke dokument moet aanbring en onderteken.

(2) ’n Transportbesorger of ander persoon kragtens enige wet daartoe gemagtig, wat ’n transportakte, sertifikaat of deelverband in subregulasie (1) bedoel, opstel moet alle veranderinge of tussenskrifte in sodanige transportakte, sertifikaat of deelverband, en ook elke bladsy daarvan wat nie ’n handtekening vereis nie, parafeer, en geen sodanige transportakte, sertifikaat of deelverband wat nie sodanige sertifikaat dra nie en wat nie aldus geparafeer is nie word vir verlyding of registrasie aanvaar nie: Met dien verstande dat in die geval van sodanige transportakte sertifikaat of deelverband waar ’n verandering of tussenskrif nie aldus geparafeer is nie, en die registrateur van mening is dat parafering deur die transportbesorger wat sodanige transportakte, sertifikaat of deelverband opgestel het nie vereis word nie, sodanige verandering of tussenskrif deur die transportbesorger wat sodanige transportakte verly, geparafeer kan word.”.

Invoeging van regulasie 16B

12. Die Regulasies word hierby gewysig deur na regulasie 16A die volgende regulasie in te voeg:

“16B. (1) Behoudens die bepalinge van subregulasie (3) en (4) word ’n prokurasie, aansoek of toestemming wat benodig word vir die verrigting van ’n registrasiehandeling in ’n registrasiekantoor, en vir registrasie of liassering op rekord in ’n registrasiekantoor aangebied word, opgestel deur ’n praktiserende prokureur, wat nie noodwendig in die provinsie waarin sodanige registrasiekantoor geleë is, hoef te praktiseer nie, notaris transportbesorger of ander persoon kragtens enige wet daartoe gemagtig, wat ’n sertifikaat in onderstaande vorm in die boonste regterkantse hoek op die eerste bladsy van die betrokke dokument moet aanbring en onderteken:

“Opgestel deur my

PROKUREUR/NOTARIS/TRANSPORTBESORGER/
MAGTIGING VAN ANDER PERSOON

(Gebruik wat ook al van toepassing is)

(Vermeld van en voorletters in blokletters.)”.

(c) by the substitution for subregulation (3) of the following subregulation:

“(3) Where consent to which reference is made in regulation 30 (2) is required, it shall be lodged with the deed of transfer.”;

(d) by the substitution for subregulation (4) of the following subregulation:

“(4) An application referred to in section 15B (5) of the Act, shall be in the form of Form I in Annexure 1.”; and

(e) by the substitution for subregulation (5) of the following subregulation:

“(5) A certificate of registered sectional title referred to in section 15B (5) of the Act, shall be in the form of Form J in Annexure 1”.

Insertion of regulation 16A

11. The Regulations are hereby amended by the insertion after regulation 16 of the following regulation:

“16A. (1) Every deed of transfer, certificate of title, certificate of registration or sectional mortgage bond shall be prepared by a conveyancer or other person empowered thereto by any act who shall make and sign a certificate in the upper right hand corner on the first page of the document concerned.

(2) A conveyancer or other person empowered thereto by any act, who prepares a deed of transfer, certificate or sectional mortgage bond referred to in subregulation (1), shall initial all alterations or interlineations in such deed of transfer, certificate or sectional mortgage bond and also every page thereof not requiring a signature and no such deed of transfer, certificate or sectional mortgage bond shall be accepted for execution or registration if it does not bear such certificate and is not so initialled: Provided that in the case of such deed of transfer, certificate or sectional mortgage bond where an alteration or interlineation is not so initialled, and in the opinion of the registrar, such initialling by the conveyancer who prepared such deed of transfer, certificate or sectional mortgage bond is not required, such alteration or interlineation may be initialled by the conveyancer executing such deed of transfer.”.

Insertion of regulation 16B

12. The Regulations are hereby amended by the insertion after regulation 16A of the following regulation:

“16B. (1) Subject to the provisions of subregulation (3) and (4) a power of attorney, application or consent required for the performance of an act of registration in a deeds registry, and tendered for registration or filing of record in a deeds registry, shall be prepared by a practising attorney, not necessarily practising in the province in which such deeds registry is situate, notary, conveyancer or other person empowered thereto by any act, who shall make and sign a certificate in the undermentioned form in the upper right hand corner on the first page of the document concerned:

“Prepared by me

ATTORNEY/NOTARY/CONVEYANCER/AUTHORISATION
OF OTHER PERSON

(Use whichever is applicable)

(State surname and initials in block letters.)”.

(2) Behoudens die bepalings van subregulasie (3) moet enige verandering of tussenskrif in 'n dokument bedoel in subregulasie (1), deur die persoon wat sodanige dokument opgestel het, geparafeer word.

(3) Ten opsigte van 'n prokurasie, aansoek of toestemming wat buite die Republiek verly is of ten opsigte van 'n prokurasie, aansoek of toestemming waarvoor daar nie in die Wet of die Regulasies voorsiening gemaak is nie, kan 'n registrateur nie-nakoming van die bepalings van subregulasies (1) en (2) goedkeur.

(4) Die bepalings van subregulasie (1) belet nie 'n prokureur, notaris of transportbesorger in diens van die Staat om in die loop van sy diens enige dokument vermeld in sodanige subregulasie op te stel nie.

(5) Wanneer 'n sertifikaat bedoel in subregulasie (1) deur 'n prokureur of notaris onderteken word, moet die feit dat die ondertekenaar 'n praktiserende prokureur of notaris is, bevestig word deur 'n praktiserende transportbesorger, wat die sertifikaat moet mede-onderteken deur die volgende sertifikaat daarop aan te bring en te onderteken:

"Mede-onderteken deur my

TRANSPORTBESORGER

(Vermeld van en voorletters in blokletters.)."

Invoeging van regulasie 16C

13. Die Regulasies word hierby gewysig deur na regulasie 16B die volgende regulasie in te voeg:

"16C. Die transportbesorger wat die dokumente soos bedoel in regulasies 16A (1) en 16B (1) opstel en onderteken, aanvaar verantwoordelikheid vir die korrektheid van ondergenoemde feite wat in die betrokke aktes of dokumente vermeld word of wat relevant is met betrekking tot die registrasie of liassing daarvan, naamlik:

(a) Dat alle afskrifte van die aktes of dokumente wat bestem is vir verlyding of registrasie op die datum van indiening identies is.

(b) Dat, in die geval van 'n transportakte, titelsertifikaat of sertifikaat van registrasie, al die toepaslike titelvoorwaardes korrek oorgedra is in daardie transportakte, titelsertifikaat of sertifikaat van registrasie.

(c) Dat, in die geval van 'n dokument bedoel in regulasie 16B (1) wat onderteken is deur 'n persoon in sy hoedanigheid van eksekuteur, trustee, voog, kurator, likwidateur of geregtelike bestuurder, sodanige persoon inderdaad in daardie hoedanigheid aangestel is, handel in ooreenstemming met die magte wat aan hom verleen is en dat enige vereiste sekerheidstellings by die Meester van die Hooggeregshof, gemaak is.

(d) Dat, na sy beste wete en oortuiging en nadat behoorlik navraag gedoen is—

(i) (aa) die name, identiteitsnommer of geboortedatum en huwelik-staat van 'n natuurlike persoon wat 'n party by 'n akte of dokument is, en in die geval van enige ander persoon of 'n trust die naam en registrasienommer, indien enige, van so 'n persoon of trust, korrek weergegee is in daardie akte of dokument;

(2) Subject to the provisions of subregulation (3), any alteration or interlineation in a document referred to subregulation (1) shall be initialled by the person who prepared such document.

(3) A registrar may waive compliance with the provisions of subregulations (1) and (2) in respect of a power of attorney, application or consent executed outside the Republic or in respect of a power of attorney, application or consent not provided for by the Act or the Regulations.

(4) The provisions of subregulation (1) shall not prevent an attorney, notary or conveyancer in the employ of the State from preparing in the course of his employment, any document mentioned in such subregulation.

(5) When a certificate referred to in subregulation (1) is signed by an attorney or notary, the fact that the signatory is a practising attorney or notary shall be confirmed by a practising conveyancer, who shall countersign the certificate by making and signing the following certificate thereon:

"Countersigned by me

CONVEYANCER

(State surname and initials in block letters.)."

Insertion of regulation 16C

13. The Regulations are hereby amended by the insertion after regulation 16B of the following regulation:

"16C. The conveyancer preparing and signing the documents referred to in regulations 16A (1) and 16B (1) accepts responsibility for the correctness of the undermentioned facts stated in the deeds or documents concerned or which are relevant in connection with the registration or filing thereof, namely:

(a) That all copies of the deeds or documents intended for execution or registration are identical at the date of lodgment.

(b) That, in the case of a deed of transfer, certificate of title or certificate of registration, all the applicable conditions of title have been correctly brought forward in that deed of transfer, certificate of title or certificate of registration.

(c) That, in the case of a document referred to in regulation 16B (1) signed by a person in his capacity as executor, trustee, tutor, curator, liquidator or judicial manager, such person has in fact been appointed in that capacity, is acting in accordance with the powers granted to him and that any surety required, has been furnished to the Master of the Supreme Court.

(d) That, to the best of his knowledge and belief and after due enquiry has been made—

(i) (aa) the names, identity number or date of birth and marital status of any natural person being a party to a deed or document and in the case of any other person or a trust, its name and registered number, if any, of such person or trust are correctly reflected in that deed or document;

(bb) in die geval waar 'n vrou getroud buite gemeenskap van goed, of 'n vrou wie se huwelik deur die reg van 'n ander land bepaal word, nie deur haar eggenoot bygestaan is by die ondertekening van 'n akte of dokument nie, die maritale mag uitgesluit of afgeskaf is;

(ii) in die geval van 'n dokument bedoel in regulasie 16B (1) —

(aa) die nodige magtiging verkry is vir die ondertekening van sodanige dokument in 'n verteenwoordigende hoedanigheid ten behoeve van 'n maatskappy, kerk, vereniging, genootskap of ander liggaam van persone of 'n instelling;

(bb) die transaksie soos dit daaruit blyk, gemagtig en in ooreenstemming is met die konstitusie, regulasie, of stigtingsverklaring, na gelang van die geval, van enige kerk, vereniging, beslote korporasie, genootskap, of ander liggaam van persone, of 'n ander instelling as 'n maatskappy, behalwe 'n aandeelblokmaatskappy soos omskryf in die Wet op die Beheer van Aandeelblokke 1980 (Wet 59 van 1980), of die trustdokument van 'n trust wat 'n party by sodanige dokument is.

(e) Dat, in die geval waar die transportbesorger die opstellingssertifikaat op 'n transportakte, titelsertifikaat, sertifikaat van registrasie of deilverband onderteken, hy verantwoordelikheid aanvaar dat die in paragraaf (d) (i) bedoelde besonderhede in die akte, korrek oorgedra is vanaf die spesiale volmag of aansoek in verband daarmee."

Wysiging van regulasie 17 van die Regulasies

14. Regulasie 17 van die Regulasies word hierby gewysig —

(a) deur subregulasie (1) te skrap;

(b) deur subregulasie (2) deur die volgende subregulasie te vervang:

"(2) Wanneer die registrateur 'n oordrag soos bedoel in artikel 17 (3) (a) of 19 (3) van die Wet registreer, maak hy 'n aantekening onder sy handtekening op die bylae van voorwaardes bedoel in artikel 11 (3) (b) van die Wet."; en

(c) deur subregulasie (3) deur die volgende subregulasie te vervang:

"(3) 'n Deeltitelbewys wat ingevolge artikel 17 (3) of 19 (3) van die Wet geregistreer is, moet terselfdertyd herregistreer word as 'n akte van transport kragtens die Registrasie van Aktes Wet, 1937 (Wet No. 47 van 1937)."

Wysiging van regulasie 19 van die Regulasies

15. Regulasie 19 van die Regulasies word hierby gewysig deur subregulasie (1) deur die volgende subregulasie te vervang:

"(1) (a) 'n Aansoek om registrasie van 'n deelplan van onderverdeling moet in die vorm van Vorm O in Aanhangsel 1 wees.

(b) Die registrateur moet, wanneer hy kragtens artikel 22 (3) van die Wet so 'n deelplan registreer, 'n onderskeidende nommer daaraan toeken."

(bb) in the case where a woman married out of community of property, or a woman whose marriage is governed by the law of any other country, has not been assisted by her husband in the signing of any deed or document, the marital power has been excluded or abolished;

(ii) in the case of a document referred to in regulation 16B (1) —

(aa) the necessary authority has been obtained for the signing of such document in a representative capacity on behalf of a company, church, association, society or other body of persons or an institution;

(bb) the transaction as disclosed therein is authorized by and in accordance with the constitution, regulation, or founding statement, as the case may be, of any church, association, close corporation, society or other body of persons, or any institution other than a company, except a share block company as defined in the Share Blocks Control Act, 1980 (Act 59 of 1980), or the trust instrument of a trust being a party to such document.

(e) That, in the case where the conveyancer signs the preparation certificate on a deed of transfer, certificate of title, certificate of registration or a sectional mortgage bond, he accepts responsibility that the particulars in the deed referred to in paragraph (d) (i), have been brought forward correctly from the special power of attorney or application relating thereto."

Amendment of regulation 17 of the Regulations

14. Regulation 17 of the Regulations is hereby amended —

(a) by the deletion of subregulation (1);

(b) by the substitution for subregulation (2) of the following subregulation:

"(2) Simultaneously with the registration of a transfer referred to in section 17 (3) (a) or 19 (3) of the Act, the registrar shall make an endorsement under his signature on the schedule of conditions referred to in section 11 (3) (b) of the Act."; and

(c) by the substitution for subregulation (3) of the following subregulation:

"(3) Any sectional title deed registered pursuant to section 17 (3) or 19 (3) of the Act shall simultaneously be re-registered as a deed of transfer under the Deeds Registries Act, 1937 (Act 47 of 1937)."

Amendment of regulation 19 of the Regulations

15. Regulation 19 of the Regulations is hereby amended by the substitution for subregulation (1) of the following subregulation:

"(1) (a) Application for registration of a sectional plan of subdivision shall be in the form of Form O in Annexure 1.

(b) When registering such a sectional plan under section 22 (3) of the Act, the registrar shall allot a distinctive number thereto."

Wysiging van regulasie 21 van die Regulasies

16. Regulasie 21 van die Regulasies word hierby gewysig deur subregulasie (1) deur die volgende subregulasie te vervang:

“(1) (a) ’n Aansoek om registrasie van ’n deelplan van konsolidasie moet in die vorm van Vorm O in Aanhangsel 1 wees.

(b) Die registrateur moet, wanneer hy kragtens artikel 23 (3) van die Wet so ’n deelplan registreer, ’n onderskeidende nommer daaraan toeken.”

Wysiging van regulasie 22 van die Regulasies

17. Regulasie 22 van die Regulasies word hierby gewysig deur subregulasie (1) deur die volgende subregulasie te vervang:

“(1) ’n Aansoek in artikel 24 (1) van die Wet bedoel, moet in die vorm van Vorm N in Aanhangsel 1 wees en moet in tweevoud by die betrokke plaaslike bestuur ingedien word.”

Wysiging van regulasie 23 van die Regulasies

18. Regulasie 23 van die Regulasies word hierby gewysig deur subregulasie (1) deur die volgende subregulasie te vervang:

“(1) (a) ’n Aansoek om registrasie van ’n deelplan van uitbreiding van ’n deel moet in die vorm van Vorm O in Aanhangsel 1 wees.

(b) Die registrateur moet, wanneer hy kragtens artikel 24 (7) van die Wet so ’n deelplan registreer, ’n onderskeidende nommer daaraan toeken.”

Wysiging van regulasie 25 van die Regulasies

19. Regulasie 25 van die Regulasies word hierby gewysig deur subregulasie (1) deur die volgende subregulasie te vervang:

“(1) (a) Die aansoek om registrasie van ’n deelplan van uitbreiding van ’n skema moet in die vorm van Vorm O in Aanhangsel 1 wees.

(b) Die registrateur moet, wanneer hy kragtens artikel 25 (11) van die Wet so ’n deelplan registreer, ’n onderskeidende nommer daaraan toeken.”

Wysiging van regulasie 27 van die Regulasies

20. Regulasie 27 van die Regulasies word hierby gewysig deur subregulasie (1) deur die volgende subregulasie te vervang:

“(1) (a) ’n Aansoek om registrasie van ’n deelplan van uitbreiding van die gemeenskaplike eiendom moet in die vorm van Vorm O in Aanhangsel 1 wees.

(b) Die registrateur moet, wanneer hy kragtens artikel 26 (5) van die Wet so ’n deelplan registreer, ’n onderskeidende nommer daaraan toeken.”

Wysiging van regulasie 28 van die Regulasies

21. Regulasie 28 van die Regulasies word hierby gewysig deur subregulasie (2) deur die volgende subregulasie te vervang:

“(2) Gelyktydig met die oordrag van ’n reg tot ’n uitsluitlike gebruiksgedebied soos bedoel in artikel 27 (3) en 60 (3) van die Wet, endosseer die registrateur die bylae van voorwaardes bedoel in artikel 11 (3) (b) van die Wet, en stel hy die Landmeter-generaal dienooreenkomstig in kennis.”

Amendment of regulation 21 of the Regulations

16. Regulation 21 of the Regulations is hereby amended by the substitution for subregulation (1) of the following subregulation:

“(1) (a) Application for registration of a sectional plan of consolidation shall be in the form of Form O in Annexure 1.

(b) When registering such a sectional plan under section 23 (3) of the Act, the registrar shall allot a distinctive number thereto.”

Amendment of regulation 22 of the Regulations

17. Regulation 22 of the Regulations is hereby amended by the substitution for subregulation (1) of the following subregulation:

“(1) An application referred to in section 24 (1) of the Act, shall be in the form of Form N in Annexure 1 and shall be lodged in duplicate with the relevant local authority.”

Amendment of regulation 23 of the Regulations

18. Regulation 23 of the Regulations is hereby amended by the substitution for subregulation (1) of the following subregulation:

“(1) (a) Application for registration of a sectional plan of extension of a section shall be in the form of Form O in Annexure 1.

(b) When registering such a sectional plan under section 24 (7) of the Act the registrar shall allot a distinctive number thereto.”

Amendment of regulation 25 of the Regulations

19. Regulation 25 of the Regulations is hereby amended by the substitution for subregulation (1) of the following subregulation:

“(1) (a) The application for registration of a sectional plan of extension of a scheme shall be in the form of Form O in Annexure 1.

(b) When registering such a sectional plan under section 25 (11) of the Act, the registrar shall allot a distinctive number thereto.”

Amendment of regulation 27 of the Regulations

20. Regulation 27 of the Regulations is hereby amended by the substitution for subregulation (1) of the following subregulation:

“(1) (a) an application for registration of a sectional plan of extension of the common property shall be in the form of Form O in Annexure 1.

(b) When registering such a sectional plan under section 26 (5) of the Act, the registrar shall allot a distinctive number thereto.”

Amendment of regulation 28 of the Regulations

21. Regulation 28 of the Regulations is hereby amended by the substitution for subregulation (2) of the following subregulation:

“(2) Simultaneously with the transfer of a right to an exclusive use area referred to in section 27 (3) and 60 (3) of the Act, the registrar shall make an endorsement under his signature on the schedule of conditions referred to in section 11 (3) (b) of the Act and shall notify the Surveyor-General accordingly.”

Herroeping van regulasie 29 van die Regulasies

22. Regulasie 29 van die Regulasies word hierby herroep.

Wysiging van regulasie 31 van die Regulasies

23. Regulasie 31 van die Regulasies word hierby gewysig—

(a) deur subregulasie (2) deur die volgende subregulasie te vervang:

“(2) Die kennisgewing aan die registrateur ingevolge subregulasie (1) moet vergesel gaan van—

(a) ’n bylae soos bedoel in artikel 5 (3) (g) van die Wet: Met dien verstande dat die kwota van enige deel wat vernietig is nie daarop aangedui word nie; en

(b) die geaffekteerde titel van die eienaar van die eenheid of houer van enige saaklike regte tesame met die toestemming van die houer van ’n verband of die houer van ’n saaklike reg vir beskikking daaroor.”; en

(b) deur subregulasie (5) deur die volgende subregulasie te vervang:

“(5) Die Landmeter-generaal moet by ontvangs van die kennisgewing ingevolge subregulasie (4) die nodige wysigings en endossemente op die deelplan en die registrasiekantoor-kopie daarvan aanbring.”.

Wysiging van regulasie 40 van die Regulasies

24. Regulasie 40 van die Regulasies word hierby gewysig deur subregulasie (1) deur die volgende subregulasie te vervang:

“(1) Elke transportbesorger moet in die lêer bedoel in artikel 15B (6) van die Wet die onderskeie dokumente uiteengesit in Aanhangsel 6 van hierdie Regulasies ten opsigte van die volgende transaksies bewaar:

(a) Oordragte van eiendomsreg ingevolge artikel 15B (1) (a) van die Wet;

(b) oordragte van eiendomsreg ingevolge artikels 17 (3), 19 (3) en 34 (4) van die Wet;

(c) deelverbande in artikel 15B (1) (c) van die Wet bedoel ten opsigte waarvan hy die verband as opsteller geteken het.”.

Wysiging van Aanhangsel 1 by die Regulasies

25. Aanhangsel 1 by die Regulasies word hierby gewysig deur—

(a) vorms B, C, D, F, H, I, J, L, M, N, O, P, Q, R, Z, AB en AC deur onderskeidelik die volgende vorms te vervang:

Deletion of regulation 29 of the Regulations

22. Regulation 29 of the Regulations is hereby deleted.

Amendment of regulation 31 of the Regulations

23. Regulation 31 of the Regulations is hereby amended—

(a) by the substitution for subregulation (2) in the Afrikaans text of the following subregulation:

“(2) Die kennisgewing aan die registrateur ingevolge subregulasie (1) moet vergesel gaan van—

(a) ’n bylae soos bedoel in artikel 5 (3) (g) van die Wet: Met dien verstande dat die kwota van enige deel wat vernietig is nie daarop aangedui word nie; en

(b) die geaffekteerde titel van die eienaar van die eenheid of houer van enige saaklike regte tesame met die toestemming van die houer van ’n verband of die houer van ’n saaklike reg vir beskikking daaroor.”;

(b) by the substitution for subregulation (5) of the following subregulation:

“(5) On receipt of the notification pursuant to subregulation (4), the Surveyor-General shall make the required amendments and endorsements on the sectional plan and the deeds registry copy thereof.”.

Amendment of regulation 40 of the Regulations

24. Regulation 40 of the Regulations is hereby amended by the substitution for subregulation (1) of the following subregulation:

“(1) Every conveyancer shall keep in the file referred to in section 15B (6) of the Act, the respective documents set out in Annexure 6 to these Regulations in respect of the following transactions:

(a) Transfers of ownership in terms of section 15B (1) (a) of the Act;

(b) transfers of ownership in terms of sections 17 (3) and 34 (4) of the Act;

(c) sectional mortgage bonds referred to in section 15B (1) (c) of the Act in respect of which he signed the bond as preparer.”.

Amendment of Annexure 1 to the Regulations

25. Annexure 1 to the Regulations is hereby amended—

(a) by the substitution for Forms B, C, D, F, H, I, J, L, M, N, O, P, Q, R, Z, AB and AC of the following forms respectively:

VORM B

Opgestel deur my

TRANSPORTBESORGER

(Vermeld van en voorletter in blokletter.)

AANSOEK KRAGTENS ARTIKEL 11 (1) VAN DIE WET OP DEELTITELS, 1986

Ek, die ondergetekende, (naam van ontwikkelaar) doen hierby aansoek by die
 Registrateur van Aktes om—

1. die opening van 'n deeltitelregister ingevolge die bepalings van artikel 12 (1) (b) van die Wet op Deeltitels, 1986, en die registrasie van die aangehegte deelplan ingevolge die bepalings van artikel 12 (1) (a) van daardie Wet, ten opsigte van die skema bekend as
 LG. No. en gehou kragtens Titelbewys No. T/19
2. die uitreiking van sertifikate van geregistreerde deeltitel ingevolge die bepalings van artikel 12 (1) (d) van genoemde Wet ten opsigte van die dele op voornoemde deelplan getoon;
- *3. die uitreiking van 'n sertifikaat van saaklike reg ingevolge artikel 12 (1) (e) van genoemde Wet ten opsigte van enige voorbehoud ingevolge artikel 25 (1); en
- *4. die uitreiking van 'n sertifikaat van saaklike reg ingevolge artikel 12 (1) (f) van genoemde Wet ten opsigte van 'n reg van uitsluitlike gebruik soos bedoel in artikel 27 (1).

Geteken te op

Handtekening van Ontwikkelaar

* Laat weg wat nie van toepassing is nie.

VORM C

Opgestel deur my

TRANSPORTBESORGER

(Vermeld van en voorletters in blokletters.)

SERTIFIKAAT VAN GEREISTREERDE DEELTITEL UITGEREIK KRAGTENS ARTIKEL *12 (1) (d)/25 (1) (c) VAN DIE WET OP DEELTITELS, 1986

Ek, Registrateur van Aktes te
 sertifiseer hierby dat
 die geregistreerde eienaar is van 'n eenheid wat bestaan uit—

- (a) Deel No., soos getoon en volledig beskryf op Deelplan No. SS in die skema bekend as
 ten opsigte van die grond en gebou of geboue geleë te
 †, van welke deel die vloeroppervlakte, volgens die voormelde deelplan, vierkante meter groot is; en
- (b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken.

Die eenheid is onderworpe aan of word bevoordeel deur—

- (i) die serwitute, ander saaklike regte en voorwaardes, indien enige, soos vervat in die Bylae van voorwaardes bedoel in artikel 11 (3) (b) en die serwitute bedoel in artikel 28 van die Wet op Deeltitels, 1986; en
- (ii) 'n verandering aan die gebou of geboue of aan 'n deel of aan die gemeenskaplike eiendom op genoemde deelplan getoon.

Geteken te op

(Ampseël)

Registrateur van Aktes

* Laat weg wat nie van toepassing is nie.

† Vermeld naam van dorp/voorstad en plaaslike bestuur.

VORM D DEELTITELLÊER

Deeltitellêer No. SS /19.....

Naam van skema

Plek waar gebou geleë is (d.w.s. naam van dorp/voorstad en plaaslike bestuur)

VORM F

Opgestel deur my

TRANSPORTBESORGER

(Vermeld van en voorletters in blokletters.)

SERTIFIKAAT VAN SAAKLIKE REGTE KRAGTENS ARTIKEL 12 (1) (e) VAN DIE WET OP DEELTITELS, 1986

NADEMAAL

(hieronder die ontwikkelaar genoem) aansoek gedoen het om die registrasie van 'n deelplan ingevolge artikel 11 (1) van die Wet op Deeltitels, 1986, en nademaal die ontwikkelaar hom die reg voorbehou het om die skema uit te brei soos beoog in artikel 25 (1) van die Wet;

SO is dit dat ingevolge die bepalings van genoemde Wet, ek, die Registrateur van Aktes te, hierby sertifiseer dat die ontwikkelaar of sy opvolger in titel die geregistreerde houer is van die reg om van tyd tot tyd binne 'n tydperk van vir sy persoonlike rekening

* op te rig en te voltooi op die aangewese gedeelte van die gemeenskaplike eiendom soos aangetoon op die plan soos bedoel in artikel 25 (2) (a) van die Wet, in hierdie kantoor geliasseer, en om sodanige gebou of geboue in 'n deel of dele en gemeenskaplike eiendom te verdeel en om die reg tot uitsluitlike gebruik oor 'n gedeelte van daardie gemeenskaplike eiendom te verleen aan die eienaar of eienaars van een of meer dele in die skema bekend as ten opsigte van die grond en gebou of geboue geleë te † en getoon op Deelplan No. SS

Geteken te, op

Registrateur van Aktes

Ampseël

* Vermeld watter regte, d.i. artikel 25 (1) (a), (b), (c), voorbehou word.

† Vermeld naam van dorp/voorstad en plaaslike bestuur.

VORM H

Opgestel deur my

TRANSPORT BESORGER

(Vermeld van en voorletters in blokletters.)

TRANSPORTAKTE

Hierby word bekendgemaak:

Dat voor my verskyn het te, behoorlik daartoe gemagtig deur 'n volmag aan hom verleen deur gedateer die dag van en geteken te en genoemde komparant het verklaar dat—

(Voeg hier in die gepaste uiteensetting van die aard en datum van die transaksie of die omstandighede wat 'n transport nodig maak asook die vergoeding)

en dat hy in sy voornoemde hoedanigheid hierby in volkome en vrye eiendom sedeer en transporteer aan en ten gunste van ...

*1. 'n Eenheid bestaande uit—

- (a) Deel No. soos aangetoon en vollediger beskryf op Deelplan No. SS in die skema bekend as geleë te ten opsigte van die grond en gebou of geboue † van welke deel die vloeroppervlakte, volgens voormelde deelplan vierkante meter groot is; en
- (b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken.

Gehou kragtens §

*2. Voeg hier in die beskrywing van die grond wat oorgedra word, die grootte daarvan en voldoen aan bepalings van die regulasies, uitgevaardig kragtens die Registrasie van Aktes Wet, 1937 (Wet No. 47 van 1937), met betrekking tot die uitstrekkingsklousule en die voorwaardes waaraan die eenheid onderhewig is.

*3. Alle reg, titel en belang (vermeld hierdie aandeel wat vervreem word indien dit nie die volle belang is nie) in die grond en gebou of geboue in die skema bekend as geleë te † welke belang bestaan uit *deel/dele *tot soos getoon en vollediger beskryf of Deelplan No. SS en * 'n onverdeelde aandeel/onverdeelde aandele in die gemeenskaplike eiendom toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan.

Gehou kragtens §

Genoemde *eenheid/belang is onderworpe aan of word bevoordeel deur—

- ‡(i) die serwitute, ander saaklike regte en voorwaardes, indien enige is, soos vervat in die bylae van voorwaardes bedoel in artikel 11 (3) (b) en die serwitute bedoel in artikel 28 van die Wet op Deeltitels, 1986 (Wet No. 95 van 1986); en
- (ii) 'n verandering aan die gebou of geboue of aan 'n deel of aan die gemeenskaplike eiendom op genoemde deelplan getoon.
- (iii) (Voeg in die spesiale voorwaardes opgelê, teen die titel geëndosseer of daarin opgeneem.)

Derhalwe word afstand gedoen van al die reg, titel en belang wat die transportgewer voorheen op genoemde eiendom gehad het en gevolglik ook erken dat die transportgewer geheel en al van die besit daarvan onthef en nie meer daartoe geregtig is nie en dat, kragtens hierdie akte, genoemde transportnemer nou daartoe geregtig is, behoudens die regte van die Staat.

Onderteken, verly en met die ampseël bekragtig te op

q.q. Handtekening van komparant

In my teenwoordigheid

Registrateur van Aktes

* Laat weg wat nie van toepassing is nie.

† Vermeld naam van dorp/voorstad en plaaslike bestuur.

‡ Laat weg in die geval van 'n oordrag van grond.

§ Vermeld tipe deeltitelbewys(e) en die nommer(s) daarvan.

VORM I

Opgestel deur my

PROKUREUR/NOTARIS/TRANSPORTBESORGER

(Gebruik wat ook al van toepassing is.)

(Vermeld van en voorletters in blokletters.)

Die Registrateur van Aktes

AANSOEK KRAGTENS ARTIKEL 15B(5) VAN DIE WET OP DEELTITELS, 1986

Ek,

mede-eienaar van
 (Vermeld besonderhede van eenheid) wat deur my kragtens* gehou word, doen hierby aansoek om 'n sertifikaat van geregistreerde deeltitel ten opsigte van my (vermeld groote van aandeel) aandeel in gemelde eenheid.

Applikant

Datum en plek

* Vermeld tipe deeltitelbewys en die nommer daarvan.

VORM J

Opgestel deur my

TRANSPORTBESORGER

(Vermeld van en voorletters in blokletters.)

SERTIFIKAAT VAN GEREISTREERDE DEELTITEL UITGEREIK KRAGTENS ARTIKEL 15B (5) VAN DIE WET OP DEELTITELS, 1986

Ek, Registrateur van Aktes te
 sertifiseer hierby dat die geregistreerde eienaar is van
 'n onverdeelde aandeel in 'n eenheid bestaande uit—

- (a) Deel No. soos getoon en volledig beskryf op
 Deelplan No. SS in die skema bekend as
 *, ten opsigte van die grond en gebou of geboue geleë te
 *, van welke deel die vloeroppervlakte, volgens genoemde deelplan, vierkante meter groot
 is; en

- (b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenkomstig
 die deelnemingskwota soos op genoemde deelplan aangeteken.

Gehou kragtens †

Die eenheid is onderworpe aan of word bevoordeel deur—

- (i) die serwitude, ander saaklike regte en voorwaardes, indien enige, soos vervat in die bylae van voorwaardes
 bedoel in artikel 11 (3) (b) en die serwitude bedoel in artikel 28 van die Wet op Deeltitels, 1986; en
 (ii) 'n verandering aan die gebou of geboue of aan 'n deel of aan die gemeenskaplike eiendom op genoemde
 deelplan getoon.
 (iii) (Voeg in die spesiale voorwaardes teen die titelakte geëndosseer of daarin opgeneem.)

Geteken te op

Registrateur van Aktes

Ampseël

* Vermeld naam van dorp/voorstad en plaaslike bestuur.

† Vermeld tipe deeltitelbewys/e en die nommer/s daarvan.

VORM L

Opgestel deur my

TRANSPORTBESORGER

(Vermeld van en voorletters in blokletters.)

TRANSPORTAKTE

[Kragtens artikel 19 (3) van die Wet op Deeltitels, 1986]

Hierby word bekendgemaak:

NADEMAAL die hierondergenoemde grond onteien is deur

..... (voeg die naam van die transportnemer hier in en haal die gesag aan)
 welke grond tans geregistreer is kragtens Deeltitelbewyse Nos.
 in die registrasiekantoor te

EN NADEMAAL 'n sertifikaat bedoel in artikel 31 (4) (a) van die Registrasie van Aktes Wet, 1937, aan my verstrek is deur die transportnemer ten effekte dat daar voldoen is aan die bepalings van enige wet in verband met die verandering van eiendomsreg op die grond ten gevolge van die onteiening.

SO is dit dat kragtens die bevoegdheid my by artikel 19 van die Wet op Deeltitels, 1986, ek, die Registrateur van Aktes te hierby transporteer in volle en vrye eiendom aan en ten gunste van

..... (voeg die naam van die transportnemer hier in)
 (voeg die beskrywing van die eiendom wat oorgedra word hier in en verwys na die kaart wat daarby aangeheg is, of die kaartakte en titelvoorwaardes.)

DERHALWE word die geregistreerde eienaars geheel en al van die besit van gemelde grond onthef en is hulle nie meer daartoe geregtig nie en kragtens hierdie akte is genoemde transportnemer

(voeg die naam van die transportnemer hier in) nou daartoe geregtig behoudens die regte van die Staat.

Geteken te
 op

Ampseël

Registrateur van Aktes

VORM M

Opgestel deur my

TRANSPORTBESORGER

(Vermeld van en voorletters in blokletters.)

AKTE VAN SESSIE VAN (voeg hier in serwituut of regte)
KRAGTENS ARTIKEL 19 (3) VAN DIE WET OP DEELTITELS, 1986)

NADEMAAL die ondervermelde (meld serwituut of ander regte) onteien is deur (meld gesag) oor/in en op 'n gedeelte/die grond inbegrepe in die gemeenskaplike eiendom in die skema bekend as No., geleë te (vermeld naam van plaaslike bestuur), welke tans geregistreer is in die naam van (vermeld naam van houer van serwituut of ander reg) kragtens (meld titel en nommer);

EN NADEMAAL 'n sertifikaat kragtens artikel 32 (4) van die Registrasie van Aktes Wet, 1937, deur die sessionaris aan my verstrek is ten effekte dat daar voldoen is aan die bepalings van enige wet in verband met die onteiening van sodanige (vermeld serwituut of ander reg);

SO is dit dat, kragtens die bevoegdheid my verleen by artikel 19 van die Wet, ek, die Registrateur van Aktes te sessionaris) —, hierby sedgeer aan (vermeld naam van

*1

(In die geval van 'n serwituut die beskrywing of aard daarvan met verwysing na enige kaart, indien aangeheg.) Oor (Beskrywing en grootte van grond.)

2. (In die geval van ander regte die beskrywing daarvan.) in en op (Beskrywing en grootte van grond, met verwysing na kaart of deelplan en bygaande regte indien enige.)

Ten bewyse waarvan ek, die voornoemde Registrateur, hierdie akte onderteken het te op

Ampseël

Registrateur van Aktes

VORM N

Aan.....
(Meld naam en adres van plaaslike bestuur)

AANSOEK KRAGTENS ARTIKEL *20 (1)/24 (1) VAN DIE WET OP DEELTITELS, 1986

Ek,, eienaar van deel/dele* No., soos getoon en vollediger beskryf op Deelplan No. SS....., in die skema bekend as, ten opsigte van die grond en gebou of geboue geleë te † van welke deel/dele* die vloeroppervlakte/oppervlakte* ooreenkomstig genoemde deelplan vierkante meter groot is, en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue, en deur my kragtens ‡ gehou, doen hierby aansoek om goedkeuring vir die onderverdeling/konsolidasie/uitbreiding* van die genoemde deel/dele.*

Hierdie aansoek gaan vergesel van die volgende dokumente:

1. Konsepdeelplan van onderverdeling/konsolidasie/uitbreiding* in tweevoud.
2. Gewaarmerkte afskrif van goedkeuring deur die regspersoon.
3. (Vermeld ander dokumente, as daar is.)

Posadres

Eienaar

Datum

† Vermeld naam van dorp/voorstad en plaaslike bestuur.

‡ Vermeld tipe deeltitelbewys/e en die nommer/s daarvan.

* Laat weg wat nie van toepassing is nie.

VORM O

Opgestel deur my

PROKUREUR/NOTARIS/TRANSPORTBESORGER

(Vermeld van en voorletters in blokletters.)

AANSOEK KRAGTENS ARTIKEL *22 (1), 23 (1), 24 (6), 25 (9) OF 26 (5) VAN DIE WET OP DEELTITELS, 1986

Ek, die ondergetekende, doen hierby aansoek by die Registrateur van Aktes teom:

1. Die registrasie van die aangehegte deelplan van onderverdeling van 'n deel/konsolidasie van dele/uitbreiding van dele/uitbreiding van skema deur byvoeging van dele/uitbreiding van skema deur die byvoeging van grond by gemeenskaplike eiendom* ingevolge die bepalings van artikel 22 (1)/23 (1)/24 (6)/25 (9)/26 (5)* van die Wet op Deeltitels, 1986, ten opsigte van ‡ Deel No., voorheen deel/dele No./Nos. getoon en vollediger beskryf op Deelplan No. SS, in die skema bekend as ten opsigte van die grond en gebou of geboue, geleë te † en gehou kragtens §
2. Die uitreiking van sertifikate van registreerde deeltitel ingevolge die bepalings van artikel *22 (5)/23 (5)/25 (11) van gemelde Wet ten opsigte van die dele aangedui op die gemelde Deelplan van *uitbreiding/onderverdeling/konsolidasie.

Geteken te, op

Handtekening

* Laat weg wat nie van toepassing is nie.

† Vermeld naam van dorp/voorstad en plaaslike bestuur.

‡ Moet aangepas word vir uitbreiding van dele en/of gemeenskaplike eiendom.

§ Vermeld tipe deeltitelbewys/e en die nommer/s daarvan.

VORM P

Opgestel deur my

TRANSPORTBESORGER

(Vermeld van en voorletters in blokletters.)

SERTIFIKAAT VAN GEREISTREERDE DEELTITEL KRAGTENS ARTIKEL 22 (5) VAN DIE WET OP DEELTITELS, 1986

Aangesien.....aansoek gedoen het om die onderverdeling van Deel No., soos getoon en vollediger beskryf op Deelplan No. SS in die skema bekend as ten opsigte van die grond en gebou of geboue geleë te * en gehou kragtens † ooreenkomstig 'n plan van onderverdeling;

En aangesien die deelplan van onderverdeling deur my geregistreer is as Deelplan No. SS

Derhalwe sertifiseer ek, Registrateur van Aktes te hierby dat voornoemde die geregistreerde eienaar is van 'n eenheid bestaande uit—

(a) Deel No., soos getoon en vollediger beskryf op genoemde deelplan, in die skema bekend as ten opsigte van die grond en gebou of geboue geleë te

* van welke deel die vloeroppervlakte volgens genoemde deelplan vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken.

Die eenheid is onderworpe aan of word bevoordeel deur—

(i) die servitute, ander saaklike regte en voorwaardes, indien enige, soos vervat in die bylae van voorwaardes bedoel in artikel 11 (3) (b) en die servitute bedoel in artikel 28 van die Wet op Deeltitels, 1986; en

(ii) enige verandering aan die gebou of geboue of 'n deel of die gemeenskaplike eiendom op genoemde deelplan getoon.

(iii) (Voeg in die spesiale voorwaardes opgelê, teen die titel geëndosseer of daarin opgeneem)

Geteken te op

Ampseël

Registrateur van Aktes

* Vermeld naam van dorp/voorstad en plaaslike bestuur.

† Vermeld tipe Deeltitelbewys/e en die nommer/s daarvan.

VORM Q

Opgestel deur my

TRANSPORTBESORGER

(Vermeld van en voorletters in blokletters.)

SERTIFIKAAT VAN GEREISTREERDE DEELTITEL KRAGTENS ARTIKEL 23 (5) VAN DIE WET OP DEELTITELS, 1986

Aangesien.....aansoek gedoen het om die konsolidasie van sy Dele Nos soos getoon en vollediger beskryf op Deelplan No. SS in die skema bekend as , ten opsigte van die grond en gebou of geboue geleë te * en gehou kragtens † ooreenkomstig 'n deelplan van konsolidasie;

En aangesien die plan van konsolidasie deur my geregistreer is as Deelplan No. SS

Derhalwe sertifiseer ek, Registrateur van Aktes te nou hierby dat voornoemde die geregistreerde eienaar is van 'n eenheid bestaande uit—

(a) Deel No., soos getoon en vollediger beskryf op die genoemde deelplan, in die skema bekend as ten opsigte van die grond en gebou of geboue geleë te * , van welke deel die vloeroppervlakte volgens genoemde deelplan vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken.

Die eenheid is onderworpe aan of word bevoordeel deur—

- (i) die serwitute, ander saaklike regte en voorwaardes, indien enige, soos vervat in die bylae van voorwaardes bedoel in artikel 11 (3) (b) en die serwitute bedoel in artikel 28 van die Wet op Deeltitels, 1986; en
- (ii) enige verandering aan die gebou of geboue of 'n deel of die gemeenskaplike eiendom op genoemde deelplan getoon.
- (iii) (Voeg in die spesiale voorwaardes teen die titelakte geëndosseer of daarin opgeneem.)

Geteken te op

Registrateur van Aktes

Ampseël

* Vermeld naam van dorp/voorstad en plaaslike bestuur.

† Vermeld tipe deeltitelbewys/e en die nommer/s daarvan.

VORM R

Opgestel deur my

TRANSPORTBESORGER

(Vermeld van en voorletters in blokletters)

SERTIFIKAAT VAN SAAKLIKE REGTE KRAGTENS ARTIKEL 25 (6) VAN DIE WET OP DEELTITELS, 1986

Aangesien die reg om die skema uit te brei by die regspersoon van berus kragtens die bepalings van artikel 25 (6) van die Wet;

Derhalwe sertifiseer ek, Registrateur van Aktes te, hierby dat ooreenkomstig die bepalings van gemelde Wet die gemelde regspersoon die geregistreerde houer is van die reg om van tyd tot tyd*

op te rig en te voltooi op die aangewese gedeelte van die gemeenskaplike eiendom soos aangetoon op die plan [soos bedoel in artikel 25 (2) (a) van die Wet] in hierdie kantoor geliasseer, en om sodanige gebou of geboue te verdeel in 'n deel of dele en gemeenskaplike eiendom, en om die reg van uitsluitlike gebruik op gedeeltes van sodanige gemeenskaplike eiendom toe te ken aan die eienaar of eienaars van een of meer van die eenhede in die skema bekend as

....., ten opsigte van die grond en gebou of geboue geleë te en getoon op Deelplan No. SS.....

Geteken te op

Registrateur van Aktes

Ampseël

* Vermeld watter regte, d.i. artikel 25 (1) (a), (b), (c), voorbehou is.

† Vermeld naam van dorp/voorstad en plaaslike bestuur.

VORM Z

Opgestel deur my

TRANSPORTBESORGER

(Vermeld van en voorletters in blokletters.)

DEELVERBAND WAARKRAGTENS *'N EENHEID/'N UITSLUITLIKE GEBRUIKSGBIED/DIE REG VAN UITBREIDING VAN 'N SKEMA/ANDER GEREISTREERDE SAAKLIKE REGTE VERHIPOTEKEER WORD

Ek, die ondergetekende

(hieronder die verbandgewer genoem) verklaar hierby dat ek wettiglik verskuldig is aan en gebonde is teenoor

(hieronder die verbandnemer genoem) die bedrag van (in woorde en syfers).....

en (in woorde en syfers)

synde die addisionele bedrag in die aangehegte voorwaardes genoem, ontstaande uit en synde

.....en as sekuriteit vir bogenoemde verbind ek hierby as 'n †

verband, onderworpe aan die voorwaardes soos vermeld in die aanhangsel van hierdie verband—

(1) *'n Eenheid bestaande uit—

(a) Deel No., soos getoon en vollediger beskryf op Deelplan No. SS..... in die skema bekend as

..... ten opsigte van die grond en gebou of geboue geleë te

‡....., van welke deel die vloeroppervlakte, volgens genoemde deelplan,

..... vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken.

Gehou kragtens ||.....

(2) *'n Uitsluitlike gebruiksgebied beskryf as.....

No., groot....., synde 'n gedeelte van die gemeenskaplike eiendom,

bevattende die grond en die skema bekend as ten opsigte van die grond en gebou

of geboue geleë te ‡....., soos getoon en vollediger beskryf op

Deelplan No. SS..... gehou kragtens *Sertifikaat van Saaklike Regte/Notariële Akte van Sessie No. SK.....

(3) *Die reg om van tyd tot tyd binne 'n tydperk van..... vir *my/ons persoonlike rekening

§..... op die bepaalde deel van die gemeenskaplike eiendom soos getoon op die plan

[soos bedoel in artikel 25 (2) (a) van die Wet] op te rig en om sodanige gebou of geboue in 'n deel of dele en

gemeenskaplike eiendom te verdeel en om die reg tot uitsluitlike gebruik oor gedeeltes van daardie gemeenskaplike

eiendom aan die eienaar of eienaars van een of meer dele te verleen ten opsigte van die grond beskryf as

.....en in die skema bekend asten opsigte

van die grond en gebou of geboue geleë te ‡.....

soos getoon op Deelplan No. SS..... en gehou kragtens *Sertifikaat van Saaklike Regte/Notariële Sessie No.

SK.....

Geteken te op.....

Verbandgewer of sy behoorlik gemagtigde agent

Voor my.....

Transportbesorger

Geregistreer te op.....

Ampseël

Registrateur van Aktes

Die Aanhangsel by die verband moet aan die einde daarvan deur die verbandgewer sowel as deur die transportbesorger onderteken word en wanneer dit uit meer as een bladsy bestaan, moet elke bykomende bladsy deur die genoemde partye geparafeer word. Die vorm moet aangepas word indien ander saaklike regte verbind word. (Volg die beskrywing van die saaklike reg soos wat dit in die titel van die reg beskryf word.)

* Laat weg wat nie van toepassing is nie.

† Voeg rangskikkingklousule in.

‡ Vermeld naam van dorp/voorstad en plaaslike bestuur.

§ Vermeld welke reg, d.i. artikel 25 (1) (a), (b), (c).

|| Vermeld tipe deeltitelbewys/e en die nommer/s daarvan.

"Aan: Landmeter-generaal

VOORLEGGING VAN KONSEPDEELPLAN INGEVOLGE ARTIKEL *7/21/24/25/26 VAN DIE WET OP DEELTITELS, 1986

1. Aansoek word hierby gedoen om die goedkeuring van 'n konsepdeelplan, opgestel in ooreenstemming met artikel 5 van die Wet op Deeltitels, 1986, en die volgende besonderhede word verskaf:
 - 1.1 Naam van aansoeker
 - 1.2 Posadres
 - 1.3 Professionele registrasienommer
 - 1.4 Plaaslike bestuursgebied
 - 1.5 Naam van skema.....
 - 1.6 *Beskrywing van grond soos weergegee op die betrokke goedgekeurde algemene plan/goedgekeurde kaart
2. *Tjek/posorder/kontant ten bedrae van R word hierby ingesluit.
3. *Die meetstukke wat betrekking het op die bepaling van die grense van die eiendom is geliasseer in u kantoor onder verwysing/19...../word hierby ingesluit.
4. Ter staving van hierdie aansoek word die volgende dokumente ingesluit*:
 - 4.1 Die sertifikaat van goedkeuring van die skema tesame met die afskrifte van die betrokke konsepdeelplan waarop die stempel van goedkeuring van die plaaslike bestuur verskyn.
 - 4.2 Die konsepdeelplan bevattende velle tesame met een papier afskrif en twee afskrifte op duursame tekenmateriaal van die betrokke konsepdeelplan vir die registrateur van aktes.
 - 4.3 *Veldplan/Veldboek.
 - 4.4 Middellynafmetingsplan.
 - 4.5 Berekenings.
 - 4.6 Verslag.
 - 4.7 'n Sertifikaat van die betrokke landmeter of argitek dat die konsepdeelplan identies is aan een wat goedgekeur is deur die plaaslike bestuur.
 - 4.8 'n Sertifikaat van die betrokke landmeter dat die skema nie teenstrydig is met enige boulynbeperkings wat in die betrokke titelbewys(e) voorkom nie.
 - 4.9 'n Afskrif van die bylae bedoel in artikel 11 (3) (b).

.....
*Landmeter/Argitek

* Laat weg wat nie van toepassing is nie.

VORM AC**VOORBEELD VAN EERSTE VEL**

DEELPLAN No. SS

VEL 1

L.G. No. D

VAN VELLE

Geregistreer te.....

GOEDGEKEUR

*Registrateur van Aktes**namens Landmeter-generaal*

Datum

Datum

NAAM VAN SKEMA:

BESKRYWING VAN GROND VOLGENS *KAART/ALGEMENE PLAN:

*KAART/ALGEMENE PLAN No.:

NAAM VAN PLAASLIKE BESTUUR:

PLAASLIKE BESTUUR SE VERWYSINGSNOMMER:

BESKRYWING VAN GEBOU(E):

OORSKRYDINGS OP DIE GROND:

*JA/NEE

*CAVEAT MET BETREKKING TOT UITBREIDING VAN SKEMA:

SERTIFIKAAT:

Ek,

sertifiseer hiermee dat ek velle tot en met van
 hierdie deelplan opgestel het volgens opmeting in ooreenstemming met die Wet op Deeltitels 1986 en die regulasies daar-
 kragtens uitgevaardig.

Datum

Geteken..... *Landmeter/Argitek

Registrasienommer

Adres.....

ALGEMENE PLAN:

MEETSTUKKE:

KOMPILASIE:

Verklarende notas:

- (a) Laat weg wat nie van toepassing is nie waar aangedui met*.
 (b) Aparte sertifikate word benodig wanneer 'n argitek ook betrokke is.'';
 en

FORM B

Prepared by me

CONVEYANCER

(State surname and initials in block letters.)

APPLICATION UNDER SECTION 11 (1) OF THE SECTIONAL TITLES ACT, 1986

I, the undersigned, (name of developer), hereby apply to the Registrar of Deeds for—

1. the opening of a sectional title register in terms of the provisions of section 12 (1) (b) of the Sectional Titles Act, 1986, and the registration of the attached sectional plan in terms of the provisions of section 12 (1) (a) of the Act, in respect of the scheme known as SG. No. and held under Title Deed No. T/19
2. the issue of certificates of registered sectional title in terms of the provisions of section 12 (1) (d) of the aforesaid Act in respect of the sections shown on the said sectional plan;
- *3. the issue of a certificate of real right in terms of the provisions of section 12 (1) (e) of the aforesaid Act in respect of any proviso in terms of section 25 (1), and
- *4. the issue of a certificate of real right in terms of the provisions of section 12 (1) (f) of the above-mentioned Act in respect of a right of exclusive use referred to in section 27 (1).

Signed at on

Signature of Developer

* Omit whichever is inapplicable.

FORM C

Prepared by me

CONVEYANCER

(State surname and initials in block letters.)

CERTIFICATE OF REGISTERED SECTIONAL TITLE ISSUED UNDER *SECTION 12 (1) (d)/25 (11) (c) OF THE SECTIONAL TITLES ACT, 1986

I, Registrar of Deeds at hereby certify that is the registered owner of a unit consisting of—

- (a) Section No. as shown and more fully described on Sectional Plan No. SS in the scheme known as in respect of the land and building or buildings situated at of which section the floor area, according to the said sectional plan is square metres in extent; and
- (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

The unit is subject to or shall benefit by—

- (i) the servitudes, other real rights and conditions, if any, as contained in the Schedule of conditions referred to in section 11 (3) (b) and the servitudes referred to in section 28 of the Sectional Titles Act, 1986; and
- (ii) any alteration to the building or buildings or to a section or to the common property shown on the said sectional plan.

Signed at on

(Seal of Office)

Registrar of Deeds

* Omit whichever is inapplicable.

† State name of township/suburb and local authority.

FORM D**SECTIONAL TITLE FILE**

Sectional Title File No. SS /19.....

Name of scheme

Place where building is situated (i.e. name of township/suburb and local authority)

FORM F

Prepared by me

CONVEYANCER

(State surname and initials in block letters.)

CERTIFICATE OF REAL RIGHT UNDER SECTION 12 (1) (e) OF THE SECTIONAL TITLES ACT, 1986**WHEREAS**

(hereinafter called the developer) has applied for the registration of a sectional plan in terms of section 11 (1) of the Sectional Titles Act, 1986, and whereas the developer has reserved for himself the right to extend the scheme as contemplated in section 25 (1) of the Act;

NOW, therefore, in pursuance of the provisions of the said Act, I, the Registrar of Deeds at do hereby certify that the developer or his successor in title is the registered holder of the right to erect and complete from time to time within a period of for his personal account

* on the specified portion of the common property as indicated on the plan referred to in section 25 (2) (a) of the Act filed in this office, and to divide such building or buildings into a section or sections and common property, and to confer the right to exclusive use over portion of such common property upon the owner or owners of one or more units in the scheme known as

..... in respect of the land and building or buildings situate at
† and shown on Sectional Plan No. SS

Signed at , on

Registrar of Deeds

Seal of Office

* State which rights i.e. section 25 (1) (a), (b), (c), are reserved.

† State name of township/suburb and local authority.

FORM H

Prepared by me

Conveyancer

(State surname and initials in block letters.)

DEED OF TRANSFER

Be it hereby made known:

That appeared before me at he, being duly authorized thereto by a power of attorney granted to him by dated the day of and signed at and the said appearer declared that —

(Here insert an appropriate recital of the nature and date of the transaction or the circumstances necessitating transfer as well as the compensation)

and that he in his capacity aforesaid, did, by these presents, cede and transfer, in full and free property, to and on behalf of

*1. A unit consisting of—

- (a) Section No. as shown and more fully described on Sectional Plan No. SS..... in the scheme known as in respect of the land and building or buildings situate at
† of which section the floor area according to the said sectional plan is
..... square metres in extent; and
- (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Held by virtue of §

*2. Here insert the description of the land to be conveyed, the extent thereof, and comply with the provisions of the regulations promulgated under the Deeds Registries Act, 1937 (Act No. 47 of 1937), with reference to the extending clause and the conditions governing the unit.

*3. All the right, title and interest (here insert the share to be alienated if not the full interest) in the land and building or buildings in the scheme known as situate at † which interest consisting of *section/sections * to as shown and more fully described on Sectional Plan No. SS and *undivided share/undivided shares in the common property apportioned in accordance with the participation quota as endorsed on the said sectional plan.

Held by virtue of §

The said *unit/interest is subject to or shall benefit by—

- ‡(i) the servitudes, other real rights and conditions, if any, as contained in the schedule of conditions referred to in section 11 (3) (b) and the servitudes referred to in section 28 of the Sectional Titles Act, 1986 (Act No. 95 of 1986); and
- (ii) any alteration to the building or buildings or to a section or to the common property shown on the said sectional plan.
- (iii) (Insert the special conditions endorsed against the title deed of contained therein.)

Wherefore all the right, title and interest which the transferor heretofore had to the unit aforesaid is renounced and, in consequence it is also acknowledged that the transferor is entirely dispossessed of, and disentitled to, the same, and that, by virtue of these presents the aforesaid transferee now is entitled thereto, the State however, reserving its rights.

Signed, executed and sealed at on

q.q. Signature of appearer

In my presence

Registrar of Deeds

* Omit whichever is inapplicable.

† State name of township/suburb and local authority.

‡ Omit in the event of transfer of land.

§ State type of sectional title deed(s) and the number(s) thereof.

FORM I

Prepared by me

.....
ATTORNEY/NOTARY/CONVEYANCER

(Use whichever is applicable)

.....
(State surname and initials in block letters.)

The Registrar of Deeds

APPLICATION UNDER SECTION 15B(5) OF THE SECTIONAL TITLES ACT, 1986

I,

joint owner of

(furnish particulars of unit) held by me, by virtue of* hereby apply for a certificate of registered sectional title in respect of my (state extent of the share) share in the aforesaid unit.

.....
Applicant.....
Date and place

* State type of sectional title deed and the number thereof.

FORM J

Prepared by me

.....
CONVEYANCER.....
(State surname and initials in block letters.)**CERTIFICATE OF REGISTERED SECTIONAL TITLE ISSUED UNDER SECTION 15B(5) OF THE SECTIONAL TITLES ACT, 1986**

I, Registrar of Deeds at, hereby certify that is the registered owner of an undivided share in a unit consisting of—

(a) Section No. as shown and more described on Sectional Plan No. SS in the scheme known as in respect of the land and building or buildings situate at * of which section the floor area, according to the said sectional plan, is square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Held by virtue of †

The unit is subject to or shall benefit by—

(i) the servitudes, other real rights and conditions, if any, as contained in the schedule of conditions referred to in section 11 (3) (b) and the servitudes referred to in section 28 of the Sectional Titles Act, 1986; and

(ii) any alteration to the building or buildings or to a section or to the common property shown on the said sectional plan.

(iii) (Insert the special conditions endorsed against the title deed or contained therein.)

Signed at on

.....
Registrar of Deeds

Seal of Office

* State name of township/suburb and local authority.

† State type of sectional title deed(s) and the number(s) thereof.

FORM L

Prepared by me

.....
CONVEYANCER

(State surname and initials in block letters.)

DEED OF TRANSFER

[Under section 19 (3) of the Sectional Titles Acts, 1986]

Be it hereby made known:

WHEREAS the undermentioned land has been expropriated by

..... (here state name of Transferee and quote authority) which land is at present registered under Sectional Title Deeds Nos.
..... in the Deeds Registry at

AND WHEREAS a certificate referred to in section 31 (4) (a) of the Deeds Registries Act, 1937, has been furnished to me by the transferee to the effect that the provisions of any law in connection with the change of ownership in the land in consequence of expropriation, have been complied with.

NOW, therefore by virtue of the authority vested in me by section 19 of the Sectional Titles Act, 1986, I, the Registrar of Deeds at

..... do hereby transfer in full and free property to and
in favour of (here insert name of
Transferee) (here
insert the description of the property being transferred and refer to the diagram annexed or the diagram deed and conditions
of title.)NOW therefore the registered owners are entirely dispossessed of and disentitled to the said land and by virtue of this
deed the said transferee (here insert name of Transferee) now is
entitled thereto, the State however reserving its rights.

Signed at on

Seal of Office

.....
Registrar of Deeds**FORM M**

Prepared by me

.....
CONVEYANCER(State surname and initials in block
letters.)**DEED OF CESSION OF** (here insert servitude or rights)**UNDER SECTION 19 (3) OF SECTIONAL TITLES ACT, 1986**WHEREAS the undermentioned (state
whether servitude or other right) has/have been expropriated by (quote authority)..... over/in and upon portion/the land,
comprised in the common property in the scheme known as No
situate at (disclose name of local authority)
which is/are at present registered in the name of
..... (disclose name of holder of servitude or other right)
under (state nature of title and number);AND WHEREAS a certificate has been furnished to me under section 32 (4) of the Deeds Registries Act, 1937, by the
cessionary to the effect that the provisions of any law in connection with the expropriation of such
..... (state servitude or other right) have been complied with;NOW therefore by virtue of the authority vested in me by section 19 of the Act, I, the Registrar of Deeds at
..... do hereby cede to (state name of cessionary) —

*1

(In the event of a servitude the description or nature thereof with reference to any diagram, if annexed.) over
..... (Description and extent of land.)

2.

(In the case of other rights the description thereof.) in and upon
..... (description of and extent of land, with reference to diagram or section plan and ancillary rights, if any).

In witness whereof I, the said Registrar, have signed this deed at, on

Seal of Office

.....
Registrar of Deeds

FORM N

To.....
(State name and address of local authority)

APPLICATION UNDER SECTION *20 (1)/24 (1) OF THE SECTIONAL TITLES ACT, 1986

I,....., owner of section/sections*
No. as shown and more fully described on Sectional Plan No. SS.....
in the scheme known as, in respect of the land and building or buildings situate at
†....., of which section/sections* the floor area/areas,*
according to the said sectional plan is square metres in extent, and an undivided
share in the common property in the land and building or buildings and held by me under
‡..... hereby apply for approval to subdivide/consolidate/extend* the aforesaid section/sections.

This application is accompanied by the following documents:

1. Draft Sectional Plan of subdivision/consolidation/extension* in duplicate.
2. Certified copy of approval of body corporate.
3. (State other documents, if any.)

Postal address.....

Owner

Date.....

† Insert name of township/suburb and local authority.

‡ State type of sectional title deed(s) and the number(s) thereof.

* Omit which is not applicable.

FORM O

Prepared by me

ATTORNEY/NOTARY/CONVEYANCER

(State surname and initials in block letters.)

APPLICATION UNDER SECTION *22 (1), 23 (1), 24 (6), 25 (9) OR 26 (5) OF THE SECTIONAL TITLES ACT, 1986

I, the undersigned, do hereby apply to the Registrar of Deeds atfor:

1. The registration of the attached sectional plan of subdivision of a section/consolidation of sections/extension of sections/extension of scheme by addition of sections/extension of scheme by the addition of land to the common property* in terms of the provisions of section 22 (1)/23 (1)/24 (6)/25 (9)/26 (5)* of the Sectional Titles Act, 1986, in respect of ‡section No , formerly section/sections No/Nos. as shown and more fully described on sectional plan No. SS.....in the scheme known asin respect of the land and building or buildings situate at †.....and held under §.....
2. The issue of certificates of registered sectional title in terms of the provisions of section *22 (5)/23 (5)/25 (11) of the aforesaid Act in respect of the sections shown on the said sectional plan of *extension/subdivision/consolidation.

Signed at....., on.....

Signature

* Omit whichever is inapplicable.

† Insert name of township/suburb and local authority.

‡ To be adopted for extension of sections and/or common property.

§ State type of sectional title deed(s) and the number(s) thereof.

FORM P

Prepared by me

CONVEYANCER

(State surname and initials in block letters.)

CERTIFICATE OF REGISTERED SECTIONAL TITLE UNDER SECTION 22 (5) OF THE SECTIONAL TITLES ACT, 1986

Whereas has made application for the subdivision of Section No. as shown and more fully described on Sectional Plan No. SS in the scheme known as in respect of the land and building or buildings situate at * and held under † in accordance with a plan of subdivision;

And whereas the sectional plan of subdivision has been registered by me as Sectional Plan No. SS

Now, therefore, I, Registrar of Deeds at hereby certify that aforesaid is the registered owner of a unit consisting of—

- (a) Section No. as shown and more fully described on the aforesaid sectional plan, in the scheme known as in respect of the land and building or buildings situate at * of which section the floor area, according to the said sectional plan is square metres in extent; and
- (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

The unit is subject to or shall benefit by—

- (i) the servitudes, other real rights and conditions, if any, as contained in the schedule of conditions referred to in section 11 (3) (b) and the servitudes referred to in section 28 of the Sectional Titles Act, 1986, and
- (ii) any alteration to the building or buildings or to a section or to the common property shown on the said sectional plan.
- (iii) (Insert the special conditions imposed, endorsed against the title deed or contained therein.)

Signed at on

Seal of Office

Registrar of Deeds

* State name of township/suburb and local authority.

† State type of sectional title deed(s) and the number(s) thereof.

FORM Q

Prepared by me

CONVEYANCER

(State surname and initials in block letters.)

CERTIFICATE OF REGISTERED SECTIONAL TITLE UNDER SECTION 23 (5) OF THE SECTIONAL TITLES ACT, 1986

Whereas has made application for the consolidation of his Section Nos. as shown and more fully described on Sectional Plan No. SS in the scheme known as in respect of the land and building or buildings situate at * and held under † in accordance with a sectional plan of consolidation;

And whereas the plan of consolidation has been registered by me as Sectional Plan No. SS

Now, therefore, I, Registrar of Deeds at hereby certify that aforesaid is the registered owner of a unit consisting of—

- (a) Section No. as shown and more fully described on the aforesaid section plan, in the scheme known as in respect of the land and building or buildings situate at * of which section the floor area, according to the said sectional plan, is square metres in extent; and
- (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

The unit is subject to or shall benefit by—

- (i) the servitudes, other real rights and conditions, if any, as contained in the schedule of conditions referred to in section 11 (3) (b) and the servitudes referred to in section 28 of the Sectional Titles Act, 1986; and
- (ii) any alteration to the building or buildings or to a section or to the common property shown on the said sectional plan.
- (iii) Insert the special conditions endorsed against the title deed or contained therein.)

Signed aton.....

Seal of Office

.....
Registrar of Deeds

* Insert name of township/suburb and local authority.

† State type of sectional title deed(s) and the number(s) thereof.

FORM R

Prepared by me

.....
CONVEYANCER

.....
(State surname and initials in block letters.)

CERTIFICATE OF REAL RIGHT UNDER SECTION 25 (6) OF THE SECTIONAL TITLES ACT, 1986

Whereas the right to extend the scheme vests with the body corporate of under the provisions of section 25 (6) of the Act:

Now, therefore, I, the Registrar of Deeds at, in pursuance of the provisions of the said Act, do hereby certify that the said body corporate is the registered holder of the right to erect and complete from time to time *

..... on the specified portion of the common property as indicated on the plan [referred to in section 25 (2) (a) of the Act] filed in this office, and to divide such building or buildings into a section or sections and common property and to confer the right of exclusive use over portions of such common property upon the owner or owners of one or more of the units in the scheme known as

....., in respect of the land and building or buildings situate at † and shown on Sectional Plan No. SS.....

Signed aton.....

.....
Registrar of Deeds

Seal of Office

* State which rights i.e. section 25 (1) (a), (b), (c), are reserved.

† State name of township/suburb and local authority.

FORM Z

Prepared by me

CONVEYANCER

(State surname and initials in block letters.)

SECTIONAL MORTGAGE BOND HYPOTHECATING *A UNIT/AN EXCLUSIVE USE AREA/THE RIGHT TO EXTEND A SCHEME/OTHER REGISTERED REAL RIGHTS

I, the undersigned (hereinafter referred to as the mortgagor), do hereby declare myself to be lawfully indebted and bound to (hereinafter referred to as the mortgagee) in the amount of (in words and figures) and (in words and figures) being the additional amount referred to in the conditions annexed, arising from and being and as security for the above, I hereby bind as a † mortgage, subject to the conditions set out in the annexure to this bond*:

(1) *A unit consisting of—

(a) Section No. as shown and more fully described on Sectional Plan No. SS..... in the scheme known as in respect of the land and building or buildings situate at ‡ of which the floor area, according to the said sectional plan, is square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Held under ||

(2) *An exclusive use area described as No. measuring being as such part of the common property, comprising the land and the scheme known as in respect of the land and building or buildings situate at ‡ as shown and more fully described on Sectional Plan No. SS..... held under *Certificate of Real Right/Notarial Deed of Cession No. SK.....

(3) *The right to erect and complete from time to time within a period of for *my/our/its personal account § on the specified portion of the common property as indicated on the plan [as referred to in section 25 (2) (a) of the Act] and to divide such building or buildings into a section or sections and common property and to confer the right of exclusive use over portion of such common property upon the owner or owners of one or more sections in respect of the land described as and in the scheme known as in respect of the land and building or buildings situate at ‡ and shown on Sectional Plan No. SS..... and held under *Certificate of Real Rights/Notarial Deed of Cession No. SK.....

Signed at on

Mortgagor or his duly authorized agent

Before me

Conveyancer

Registered at on

Seal of Office

Registrar of Deeds

The Annexure to the bond shall be signed by the mortgagor and the conveyancer at the end thereof and when it consists of more than one page, each additional page shall be initialed by the said parties. The form must be adapted if other real rights are mortgaged. (Follow the description of the real right as it appears in the title of the right.)

* Omit which is not applicable.

† Insert ranking of bond.

‡ State name of township/suburb and local authority.

§ State which right, i.e. section 25 (1) (a), (b), (c).

|| State type of sectional title deed(s) and the number(s) thereof.

FORM AB

To: Surveyor-General

SUBMISSION OF DRAFT SECTIONAL PLAN IN TERMS OF SECTION *7/21/24/25/26 OF SECTIONAL TITLES ACT, 1986

1. Application is hereby made for the approval of a draft sectional plan prepared in accordance with section 5 of the Sectional Titles Act, 1986, and the following particulars are provided:
 - 1.1 Name of applicant.....
 - 1.2 Postal address.....
 - 1.3 Professional registration No
 - 1.4 Local authority area
 - 1.5 Name of scheme
 - 1.6 *Description of land as reflected on the approved general plan/approved diagram concerned.
2. *Cheque/postal order/cash in the amount of R..... is enclosed herewith.
3. *The survey records applicable to the determination of the boundaries of the property have been filed in your office under referende number/19...../are herewith enclosed.
4. In support of this application the following documents are submitted*:
 - 4.1 The certificate of approval of the scheme, together with the copies of the draft sectional plan concerned bearing an approval stamp of the local authority.
 - 4.2 The draft sectional plan comprisingsheets, together with one paper copy and two copies on durable drawing material of the draft sectional plan concerned for the registrar of deeds.
 - 4.3 *Field plan/field book.
 - 4.4 Median dimension plan.
 - 4.5 Calculations.
 - 4.6 Report.
 - 4.7 Certificate from the land surveyor or architect concerned that the draft sectional plan is identical to that which has been approved by the local authority.
 - 4.8 Certificate from the land surveyor concerned that the scheme is not in conflict with any building line restrictions appearing in the relevant title deed(s).
 - 4.9 A copy of the annexure referred to in section 11 (3) (b).

.....
*Land Surveyor/Architect

* Omit which is not applicable where marked with.

FORM AC**SPECIMEN OF FIRST SHEET**

SECTIONAL PLAN No. SS

SHEET 1

S.G. No. D

OF SHEETS

Registered at

APPROVED

Registrar of Deeds

for Surveyor-General

Date

Date

NAME OF SCHEME:

DESCRIPTION OF LAND ACCORDING TO *DIAGRAM/GENERAL PLAN:

*DIAGRAM/GENERAL PLAN No.:

NAME OF LOCAL AUTHORITY:

LOCAL AUTHORITY REFERENCE NUMBER:

DESCRIPTION OF BUILDING(S):

ENCROACHMENTS ON THE LAND:

*YES/NO

*CAVEAT IN RESPECT OF EXTENSION OF SCHEME:

CERTIFICATE:

I,

hereby certify that I have prepared sheets to inclusive, of this sectional plan from survey in accordance with the provisions of the Sectional Titles Act, 1986 and the regulations promulgated thereunder.

Date

Signed *Land Surveyor/Architect

Registration No.

Address

GENERAL PLAN:

SURVEY RECORDS:

COMPILATION:

Explanatory Notes:

- (a) Omit whichever is not applicable where marked with*.
 (b) Separate certificates are required when an architect is also involved.”;
 and

(b) deur vorms E, K en U te skrap.

Wysiging van Aanhangsel 3 by die Regulasies

26. Aanhangsel 3 by die Regulasies word hierby gewysig—

(a) deur paragraaf 1 deur die volgende paragraaf te vervang:

“1. Vir die ondersoek en goedkeuring van 'n konsepdeelplan (insluitend 'n konsepdeelplan van uitsluitlike gebruiksgebiede) met inbegrip van die bykomende eksemplare daarvan wat by wet of regulasie vereis word: R100. Plus, per eenheid of uitsluitlike gebruiksgebied op sodanige plan getoon: R15.”;

(b) deur paragraaf 2 deur die volgende paragraaf te vervang:

“2. Vir elke wysiging van 'n deelplan kragtens 'n wet: R40: Met dien verstande dat—

(a) wanneer meer as een wysiging in die magtiging tot wysiging vervat is, die tweede en daaropvolgende wysigings teen 'n tarief van R40 per wysiging geskied;

(b) as 'n Landmeter-generaal van mening is dat die betrokke werk van 'n ingewikkelde aard is, die gelde bereken word op 'n tydbasis teen R46 per uur of gedeelte daarvan;

(c) vir die doel van hierdie paragraaf 'n deelplan die aantal eksemplare insluit van sodanige dokument wat vir registrasie nodig is, mits hulle gelyktydig gewysig word.”;

(c) deur paragraaf 3 deur die volgende paragraaf te vervang:

“3. Vir die verskaffing van gewaarmerkte kopieë van 'n deelplan is die tarief wat in paragrawe 7 en 9 van die “Skaal van gelde wat in die kantore van die Hoof-landmeter-generaal en die Landmeters-generaal van toepassing is” voorgeskryf word, betaalbaar vir elke vel: Met dien verstande dat die Landmeter-generaal die bevoegdheid het om enige metode aan te wend om 'n deelplan te kopieer.”; en

(d) deur paragraaf 4 deur die volgende paragraaf te vervang:

“4. Vir 'n werk of diens wat nie in hierdie Aanhangsel genoem word nie, is die gelde soos voorgeskryf in die “Skaal van gelde wat in die kantore van die Hoof-landmeter-generaal en die Landmeters-generaal van toepassing is” *mutatis mutandis* betaalbaar.”.

Wysiging van Aanhangsel 5 by die Regulasies

27. Aanhangsel 5 by die Regulasies word hierby gewysig—

(a) deur Afdeling VI deur die volgende afdeling te vervang:

“AFDELING VI

AANSOEK OM DEELTITELBEWYS TEN OPSIGTE VAN ONVERDEELDE AANDEEL IN EENHEID

Vir die opstel van 'n sertifikaat van geregistreerde deeltitel ten opsigte van 'n onverdeelde aandeel (met inbegrip van aansoek), vir korrespondensie en vir opwagtings vir alle aangeleenthede in artikel 15B (5) van die Wet bedoel, gelde van: R150,00.”; en

(b) deur Afdeling VII te skrap.

(b) by the deletion of Forms E, K and U.

Amendment of Annexure 3 to the Regulations

26. Annexure 3 to the Regulations is hereby amended—

(a) by the substitution for paragraph 1 of the following paragraph:

“1. For examination and approval of a draft sectional plan (including a draft sectional plan of exclusive use areas), including such additional copies thereof as may be prescribed by law or regulation: R100. Plus, per each unit or exclusive use area shown on such plan: R15.”;

(b) by the substitution for paragraph 2 of the following paragraph:

“2. For each amendment to a sectional plan in terms of any law: R40: Provided that—

(a) where more than one amendment is included in the same authority to amend, the second and subsequent amendments shall be charged at a rate of R40 per amendment;

(b) if, in the opinion of a Surveyor-General, the work involved is of a complicated nature, the charge shall be on a time basis at a rate of R46 per each hour, or portion thereof;

(c) for the purpose of this paragraph a sectional title plan includes the number of copies of such document necessary for registration, provided they are amended at the same time.”;

(c) by the substitution for paragraph 3 of the following paragraph:

“3. For supplying a certified copy of a sectional plan, the charge for each sheet shall be in accordance with the charges as laid down in paragraphs 7 and 9 of the “Scale of fees to be charged in the offices of the Chief Surveyor-General and the Surveyors-General”: Provided that the Surveyor-General has the authority to utilize any method to copy a sectional plan.”; and

(d) by the substitution for paragraph 4 of the following paragraph:

“4. For all other services not specified in this Annexure, the charges as laid down in the “Scale of fees to be charged in the offices of the Chief Surveyor-General and the Surveyors-General” shall apply *mutatis mutandis*”.

Amendment of Annexure 5 to the Regulations

27. Annexure 5 to the Regulations is hereby amended—

(a) by the substitution for Section VI of the following section:

“SECTION VI

APPLICATION FOR SECTIONAL TITLE DEED IN RESPECT OF UNDIVIDED SHARE IN UNIT

For preparing certificate of registered sectional title in respect of undivided share (including application), correspondence and attendances on all matters referred to in section 15B (5) of the Act, a fee of: R150,00.”; and

(b) by the deletion of Section VII.

Wysiging van Aanhangsel 6 by die Regulasies

28. Aanhangsel 6 by die Regulasies word gewysig—

(a) deur die opskrif daarby deur die volgende opskrif te vervang:

“DOKUMENTE WAT IN DIE TRANSPORT-BESORGER SE LÊER BEWAAR MOET WORD INGEVOLGE ARTIKEL 15 (B) (6)”;

(b) deur paragraaf A deur die volgende paragraaf te vervang:

“A. Oordrag van eiendomsreg of vervreemding ingevolge artikel 15B van die Wet

(1) Die oorspronklike of duplikaat oorspronklike van die transportbesorger se sertifikaat kragtens artikel 15 B (3) van die Wet.

(2) Waar van toepassing, die volmag wat magtiging verleen om met betrekking tot die transaksie op te tree.

(3) Die uitklarings- of ander sertifikaat uitgereik deur die regspersoon ten effekte dat alle gelde aan die regspersoon verskuldig, betaal is of dat voorsiening tot bevrediging van die regspersoon vir die betaling daarvan gemaak is.

(4) Die transportbesorger mag enige ander dokumente betreffende die status, gesag of hoedanigheid van die transportgewer of transportnemer wat hy nodig ag, in die lêer bewaar.”

Wysiging van Aanhangsel 8 by die Regulasies

29. Aanhangsel 8 by die Regulasies word hierby gewysig—

(a) deur paragraaf (a) van reël 5 deur die volgende paragraaf te vervang:

“(a) die meerderheid van die trustees eienaars, of gades van eienaars is; en”;

(b) deur paragraaf (3) van reël 67 deur die volgende paragraaf te vervang:

“(3) ’n Gevolmagtigde hoef nie ’n eienaar te wees nie maar is nie die bestuurder, of enige van sy werknemers, of ’n werknemer van die regspersoon nie.”

30. Die regulasies is van krag vanaf 1 Desember 1991, of vanaf die datum waarop Wet 63 van 1991 in werking tree, watter ook al die laatste is.

Amendment of Annexure 6 to the Regulations

28. Annexure 6 to the Regulations is hereby amended—

(a) by the substitution for the heading thereto of the following heading:

“DOCUMENTS TO BE KEPT IN CONVEYANCER’S FILES IN TERMS OF SECTION 15 (B) (6)”;

(b) by the substitution for paragraph A of the following paragraph:

“A. Transfer of ownership or alienation in terms of section 15B of the Act

(1) The original or duplicate original of the conveyancer’s certificate under section 15B (3) of the Act.

(2) Where applicable, the power of attorney conferring authority to act in respect of the transaction.

(3) The clearance or other certificate issued by the body corporate to the effect that all moneys due to the body corporate have been paid or that provision has been made to the satisfaction of the body corporate for the payment thereof.

(4) The conveyancer may keep any other documents relating to the status, authority or capacity of the transferor or the transferee deemed necessary by him in the file.”

Amendment of Annexure 8 to the Regulations

29. Annexure 8 to the Regulations is hereby amended—

(a) by the substitution for paragraph (a) of rule 5 of the following paragraph:

“(a) the majority of the trustees are owners, or spouses of owners; and”;

(b) by the substitution for paragraph (3) of rule 67 of the following paragraph:

“(3) A proxy need not be an owner but shall not be the manager or any of his employees, or an employee of the body corporate.”

30. The regulations come into effect on 1 December 1991, or on the date on which Act 63 of 1991 comes into operation, whichever is the later.

DEPARTEMENT VAN VERVOER

No. R. 2671

8 November 1991

WET OP PADVERVOER, 1977
(WET No. 74 VAN 1977)

VRYGESTELDE GEBIED: WYSIGING

Kragtens artikel 2 (i) saamgelees met artikel 2 (b) van die Wet op Padvervoer, 1977 (Wet No. 74 van 1977), wysig ek, Peter Johannes Welgemoed, Minister van Vervoer, handelende op aanbeveling van die Nasionale Vervoerkommissie, hierby die Bylae by Goewermentskennisgewing No. R. 2678 van 30

DEPARTMENT OF TRANSPORT

No. R. 2671

8 November 1991

ROAD TRANSPORTATION ACT, 1977
(ACT No. 74 OF 1977)

EXEMPTED AREA: AMENDMENT

Under section 2 (i) read with section 2 (b) of the Road Transportation Act, 1977 (Act No. 74 of 1977), I, Peter Johannes Welgemoed, Minister of Transport, acting upon the recommendation of the National Transport Commission, hereby amend the Schedule to Government Notice No. R. 2678 of 30 November 1987,

November 1987, soos gewysig by Goewermentskennisgewing No. R. 983 van 19 Mei 1989, deur item 11 deur die volgende item te vervang:

"11. Die Pietersburgse vrygestelde gebied, bestaande uit die volgende gebied:

'n Gebied binne 'n radius van 400 (vierhonderd) kilometer, bepaal vanaf die Hoofposkantoor, Pietersburg, geleë te Landdros Maréstraat 45, Pietersburg, welke gebied as 'n afsonderlike vrygestelde gebied verklaar word, ondanks die feit dat dit gedeeltelik mag saamval met enige ander verklaarde vrygestelde gebied of gebiede."

P. J. WELGEMOED,
Minister van Vervoer.

No. R. 2672

8 November 1991

WET OP PADVERVOER, 1977
(WET No. 74 VAN 1977)

VRYGESTELDE GOEDERE: WYSIGING

Kragtens artikel 2 (i) saamgelees met artikel 2 (d) van die Wet op Padvervoer, 1977 (Wet No. 74 van 1977), wysig ek, Peter Johannes Welgemoed, Minister van Vervoer, handelende op aanbeveling van die Nasionale Vervoerkommissie, hierby die Bylae by Goewermentskennisgewing No. 1267 van 22 Junie 1984, soos gewysig by Goewermentskennisgewings Nos. 2775 van 13 Desember 1985, 581 van 27 Maart 1986, 2279 van 31 Oktober 1986 en 2553 van 20 November 1987, deur na die item "Bederfbare nat suurdeeg" die volgende item in te voeg:

"Bederfbare produkte wat teen 'n temperatuur wat nie 10 °C oorskry nie, vervoer word."

P. J. WELGEMOED,
Minister van Vervoer.

as amended by Government Notice No. R. 983 of 19 May 1989, by the substitution for item 11 of the following item:

"11. The Pietersburg exempted area, consisting of the following area:

An area within a radius of 400 (four hundred) kilometres, measured from the Main Post Office, Pietersburg, which is situated at 45 Landdros Maré Street, Pietersburg, which area is declared to be separate exempted area notwithstanding the fact that it may overlap any other declared exempted area or areas."

P. J. WELGEMOED,
Minister of Transport.

No. R. 2672

8 November 1991

ROAD TRANSPORTATION ACT, 1977
(ACT No. 74 OF 1977)

EXEMPTED GOODS: AMENDMENT

Under section 2 (i) read with section 2 (d) of the Road Transportation Act, 1977 (Act No. 74 of 1977), I, Peter Johannes Welgemoed, Minister of Transport, acting upon the recommendation of the National Transport Commission, hereby amend the Schedule to Government Notice No. 1267 of 22 June 1984, as amended by Government Notices Nos. 2775 of 13 December 1985, 581 of 27 March 1986, 2279 of 31 October 1986 and 2553 of 20 November 1987, by the insertion, after the item "Periodical-racks completely assembled", of the following item:

"Perishable products conveyed at a temperature not exceeding 10 °C."

P. J. WELGEMOED,
Minister of Transport.

PHYTOPHYLACTICA

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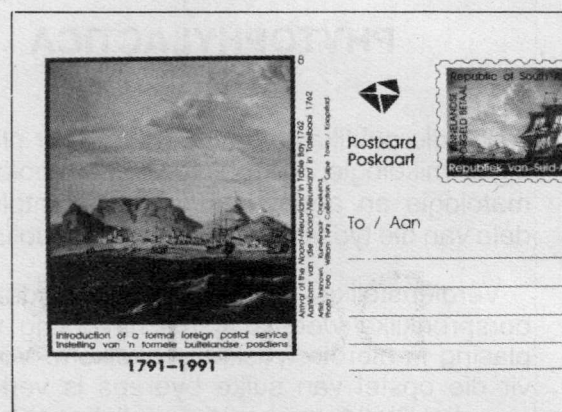
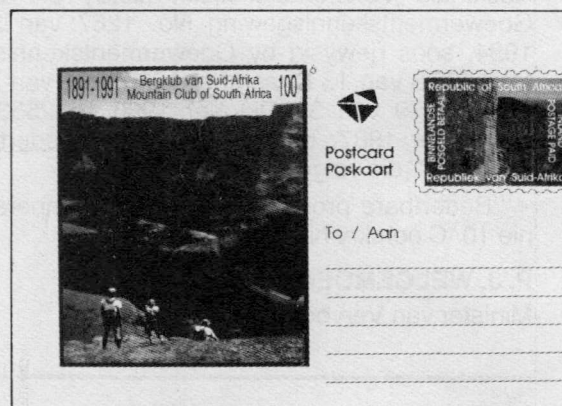
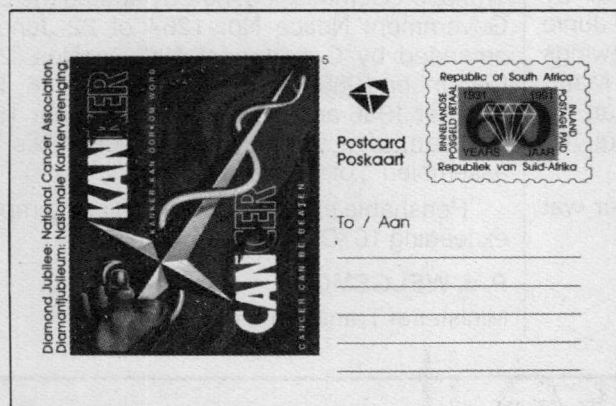
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WETLIKE KENNISGEWINGS
GOEWERMENSKENNISGEWINGS **1991**

Die sluitingstyd is stiptelik 15:00 op die volgende dae:

- ▶ **21 Maart**, Donderdag, vir die uitgawe van Donderdag **28 Maart**
- ▶ **27 Maart**, Woensdag, vir die uitgawe van Vrydag **5 April**
- ▶ **25 April**, Donderdag, vir die uitgawe van Vrydag **3 Mei**
- ▶ **2 Mei**, Donderdag, vir die uitgawe van Vrydag **10 Mei**
- ▶ **23 Mei**, Donderdag, vir die uitgawe van Donderdag **30 Mei**
- ▶ **3 Oktober**, Donderdag, vir die uitgawe van Vrydag **11 Oktober**
- ▶ **12 Desember**, Donderdag, vir die uitgawe van Vrydag **20 Desember**
- ▶ **17 Desember**, Dinsdag, vir die uitgawe van Vrydag **27 Desember**
- ▶ **19 Desember**, Donderdag, vir die uitgawe van Vrydag **3 Januarie**

Laat kennisgewings sal in die daaropvolgende uitgawe geplaas word. Indien 'n laat kennisgewing wel, onder spesiale omstandighede, aanvaar word, sal 'n dubbeltarief gehef word

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IMPORTANT ANNOUNCEMENT

Closing times PRIOR TO PUBLIC HOLIDAYS for

LEGAL NOTICES
GOVERNMENT NOTICES **1991**

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

- ▶ **21 March**, Thursday, for the issue of Thursday **28 March**
- ▶ **27 March**, Wednesday, for the issue of Friday **5 April**
- ▶ **25 April**, Thursday, for the issue of Friday **3 May**
- ▶ **2 May**, Thursday, for the issue of Friday **10 May**
- ▶ **23 May**, Thursday, for the issue of Thursday **30 May**
- ▶ **3 October**, Thursday, for the issue of Friday **11 October**
- ▶ **12 December**, Thursday, for the issue of Friday **20 December**
- ▶ **17 December**, Tuesday, for the issue of Friday **27 December**
- ▶ **19 December**, Thursday, for the issue of Friday **3 January**

Late notices will be published in the subsequent issue. If, under special circumstances, a late notice is being accepted, a double tariff will be charged

The copy for a SEPARATE Government Gazette must be handed in not later than three calendar weeks before date of publication

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