



PROVINCE OF THE EASTERN CAPE  
IPHONDO LEMPUMA KOLONI  
PROVINSIE OOS-KAAP

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16 June 2025  
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**Prevention is the cure**

**AIDS  
HELPLINE**

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DEPARTMENT OF HEALTH

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**GENERAL NOTICES • ALGEMENE KENNISGEWINGS****GENERAL NOTICE 179 OF 2025****BY THE****MEMBER OF THE EXECUTIVE COUNCIL FOR THE****DEPARTMENT OF ECONOMIC DEVELOPMENT, ENVIRONMENTAL AFFAIRS AND TOURISM****REGULATIONS IN TERMS OF THE EASTERN CAPE CONSUMER PROTECTION ACT, 3 OF 2018**

I, Nonkqubela Pieters, Member of the Executive Council responsible for Economic Development, Environmental Affairs and Tourism in the province of the Eastern Cape, acting in terms of Section 53 of the Eastern Cape Consumer Protection Act, 3 of 2018, hereby publish Regulations of the Eastern Cape Consumer Protection Act, 3 of 2018 (the Act) for comment.

Members of the public are requested to submit comment in writing within 30 business days of the publication of this Provincial Notice in the *Provincial Government Gazette* to the following address:

Postal delivery:

The Head of Department

Department of Economic Development, Environmental Affairs and Tourism

Private Bag X0054, Bhisho, 5605

**Attention: Charnette Ferreira / Ayanda Benu**

Or hand delivered to:

Palm Square Office Park

Alderwood House, Bonza Bay Road, Beacon Bay

East London


**Attention: Charnette Ferreira / Ayanda Benu**

Per email:

[Charnette.Ferreira@dedea.gov.za](mailto:Charnette.Ferreira@dedea.gov.za) / [Masibulele.Gawu@dedea.gov.za](mailto:Masibulele.Gawu@dedea.gov.za)

Cellphone: 078 007 8959

The Regulations can be downloaded from the DEDEAT website: [www.dedea.gov.za](http://www.dedea.gov.za) .



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**HON. NONKQUBELA PIETERS**

**MEMBER OF THE EXECUTIVE COUNCIL**

**EASTERN CAPE DEPARTMENT OF ECONOMIC DEVELOPMENT, ENVIRONMENTAL AFFAIRS AND  
TOURISM**

## SCHEDULE

### CHAPTER 1

#### DEFINITIONS AND INTERPRETATION

##### Definitions

1. In these Regulations, any word or expression to which a meaning has been assigned in the Eastern Cape Consumer Protection Act, 2018, Consumer Protection Act, 2008 or the National Credit Act, 2005 has the meaning so assigned to it, unless the context otherwise indicates—

"**Act**" means the Eastern Cape Consumer Protection Act, 2018 (Act No. 3 of 2018);

"**Chairperson**" means the Chairperson or Deputy Chairperson of the Eastern Cape Consumer Tribunal;

"**compliance notice**" means a compliance notice issued in terms of section 14 of the Act or in terms of section 84(a) of the Consumer Protection Act.

##### Interpretation

2. These Regulations must be interpreted in a manner that gives effect to the purposes of the Act.

### CHAPTER 2

#### INVESTIGATION OF COMPLAINTS BY THE OFFICE OF THE CONSUMER PROTECTOR

##### Lodging of complaints with the Office of the Consumer Protector

3.(1) A person who wishes to lodge a complaint about alleged conduct in contravention of this Act, the Consumer Protection Act or National Credit Act must do so by—

- (a) hand delivery to the Office of the Consumer Protector or a district office, substantially in the form of Form EC-CP 1, contained in Annexure A;
- (b) e-mail to the Office of the Consumer Protector or a district office, substantially in the form of Form EC-CP 1, contained in Annexure A;
- (c) logging a call with the call centre; or
- (d) any other electronic format as determined by the Consumer Protector.

(2) Where a complaint is initiated by the Office of the Consumer Protector in terms of section 9(2) or 9(3) of the Act, it must be substantially in the form of Form EC-CP 2, contained in Annexure A.

(3) On receipt of any complaint contemplated in section 9 of the Act, the Office of the Consumer Protector must register the complaint and allocate a reference number to the complaint.

(4) The Office of the Consumer Protector must notify the complainant contemplated in sub-regulation (1) in writing or verbally of the reference number of the complaint.

##### Office of the Consumer Protector may request complainant to provide further information

4. (1) Where a person has lodged a complaint in terms of section 9 of the Act, the Office of the Consumer Protector may request the complainant to provide further information in the form of an affidavit or otherwise.

(2) The Office of the Consumer Protector must ensure that such further information provided is recorded in an appropriate manner which may include on affidavit.

#### **Functions of the Office of the Consumer Protector in dealing with complaints**

5. The Office of the Consumer Protector must, on receipt of a complaint contemplated in section 9, and within a reasonable time—

- (a) issue a notice of non-referral if any of the circumstances mentioned in section 10(1)(a) of the Act substantially in the form of Form EC-CP3, contained in Annexure A;
- (b) attempt to resolve the dispute, as contemplated in section 10(1)(b) of the Act, by way of mediation and conciliation between the complainant and the supplier and
  - (i) where such attempt is unsuccessful, issue the parties with a certificate of non-resolution substantially in the form of Form EC-CP4, contained in Annexure A; or
  - (ii) where the dispute has been successfully mediated or conciliated, reduce the agreement between the parties to writing substantially in the form of Form EC-CP5, contained in Annexure A;
- (c) refer the complaint to a relevant authority as contemplated in section 10(1)(b)(iii) of the Act;
- (d) direct an inspector to investigate the complaint as quickly as is practicable after notice of such investigation to the supplier substantially in the form of Form EC-CP6; or
- (e) If a matter is referred to the Consumer Tribunal in terms of section 10(1)(b)(v), notice to the Consumer Tribunal, the complainant and the person against whom the complaint was made, must be given, which notice must be substantially in the form of Form EC-CP7, contained in Annexure A.

#### **Notice of investigation**

6. (1) If an investigation is instituted in terms of section 10(1)(b) of the Act, the Office of Consumer Protector must give notice of the investigation to the supplier substantially in the form of Form EC-CP6, contained in Annexure A.

(2) The Office of the Consumer Protector must give such notice—

- (a) through personal delivery or by tendering the notice to the person to be notified; or
- (b) by sending the notice to that person by electronic mail to their:
  - (i) business address; or
  - (ii) the address last known to the office; and
- (c) must ensure that a proper record of the manner of service of the notice is kept.

(3) The Office of the Consumer Protector may make known any investigation it is conducting, as contemplated in section 10(2) of the Act, by way of notice in the printed or electronic, substantially in the form of Form EC-CP8, contained in Annexure A.

#### **Certificate of appointment as inspector or investigator**

7. (1) The Consumer Protector may recommend the appointment of persons in the employ of the provincial government to be appointed as an inspector as contemplated in section 11 of the Act;

(2) The Head of Department appoints an inspector by issuing a certificate in the format as set out in Form EC-CP9 contained in Annexure A.

#### **Outcome of an investigation**

8. (1) After concluding an investigation into a complaint, the Office of the Consumer Protector may –

- (a) issue a notice of non-referral, in terms of section 12(a) of the Act, substantially in the form of Form EC-CP3, contained in Annexure A;
- (b) propose an agreement of settlement, contemplated in section 12(b) of the Act, substantially in the form of Form EC-CP5, contained in Annexure A.
- (c) issue a compliance notice, issued in terms of section 14 of the Act, substantially in the form of Form EC-CP10 contained in Annexure A.
- (d) make an application to the Consumer Tribunal contemplated in section 12(d) of the Act substantially in the form of Form EC-CP11, contained in Annexure A.
- (e) refer the matter to the National Prosecuting Authority contemplated in section 12(e) of the Act substantially in the form of Form EC-CP12, contained in Annexure A.
- (f) refer the matter to the Equality Court contemplated in section 12(f) of the Act, which must comply with the rules of that court for bringing a complaint before such a court.
- (g) refer the matter to the Commission contemplated in section 12(g) of the Act, substantially in the form of Form EC-CP13, contained in Annexure A, subject to any provisions for referring a matter to the Commission.

(2) If a certificate of compliance is requested by a person in terms of section 14(4) of the Act, the Office of the Consumer Protector, must issue such certificate substantially in the form of Form EC-CP14, contained in Annexure A.

#### **Request to review compliance notice**

9. A person may, in terms of section 15 of the Act, request the review of a compliance notice issued by the Consumer Tribunal in terms of section 14 of the Act, substantially in the form of Form EC-CP 15, contained in Annexure A, by –

- (a) hand delivery to the Office of the Consumer Protector or a district office;
- (b) e-mail to the Office of the Consumer Protector or a district office; or
- (c) any other electronic format as determined by the Consumer Protector.

#### **Issuing of summons by Consumer Protector**

10. A summons contemplated in section 17(1) of the Act, requiring a person to appear before the Consumer Protector or any person contemplated in section 17(1) of the Act for questioning or to produce a book, document or other object must be substantially in the form of Form EC-CP16, contained in Annexure A.

#### **Manner of service of summons**

11. (1) A person from the Office of the Consumer Protector must serve a summons, as contemplated in section 17 of the Act, in one of the following manners—

- (a) through personal delivery or tendering a copy of the summons to the person summoned;

(2) The Office of Consumer Protector must ensure that a record of the manner of service of the summons is kept which must be done in the form of Form EC-CP17, contained in Annexure A.

**Receipt to be issued on seizure**

**12.** If the person authorised to execute a warrant issued in terms of section 18 of the Act seizes any book, document or object which has or might have a bearing on an investigation as contemplated in section 20(4)(a) of the Act, such person must issue a receipt which is in the form of Form EC-CP18, contained in Annexure A to the owner or person in charge of the premises or to the person in possession or in charge of the object or thing seized.

**Confidential information**

**13.** A person claiming confidentiality of information in terms of section 21(1) of the Act, must submit a statement, contemplated in section 21(2) of the Act, which is substantially in the form of Form EC-CP19 contained in Annexure A, setting out the grounds for the claim of confidentiality.

**CHAPTER 3****THE CONSUMER TRIBUNAL****Direct referral to Consumer Tribunal**

**14.** A complaint referred to the Consumer Tribunal as contemplated in section 32(1) of the Act must be substantially in the form of Form EC-CP20, contained in Annexure A.

**Rules of Procedure of the Consumer Tribunal**

**15.** (1) The Consumer Tribunal must develop rules of procedure for proceedings of the Consumer Tribunal.

(2) The Chairperson of the Consumer Tribunal must submit the developed rules of procedure to the responsible Member for approval.

(3) The approved rules of procedure of the Consumer Tribunal must be submitted to the Consumer Protector and the Clerk of the Consumer Tribunal.

**Issuing and form of summonses**

**16.** (1) The Clerk of the Consumer Tribunal must, at the request of the Chairperson of the Consumer Tribunal, issue a summons to—

- (a) initiate proceedings before the Consumer Tribunal in terms of section 33(2) of the Act;
- (b) require a witness to appear before the Consumer Tribunal in terms of section 34 of the Act; and
- (c) require a person to produce any book, document or object before the Consumer Tribunal in terms of section 34 of the Act.

(2) A summons, as contemplated in sub-regulation (1)(a), must be substantially in the form of Form EC-CP21 and a summons as contemplated in sub-regulations (1)(b) and (1)(c), must be substantially in the form of or EP-CP22, contained in Annexure A.

(3) The summons must—



- (a) contain the substance of the allegations regarding the alleged contravention by the person summonsed or details of the book, document or object which must be produced by the person summonsed;
- (b) specify a date and time on which the person summoned is required to appear before the Consumer Tribunal which shall not be less than 14 working days after the date of service of summons; and
- (c) a place at which the person summonsed is required to appear before the Consumer Tribunal.

#### **Manner of service of summons**

**17.** (1) A summons referred to in regulation 16 must be served by a person from the Office of the Consumer Protector in one of the following manners—

- (a) delivery of a copy of the summons on the person to be served;
- (b) by delivering a copy thereof at the place of employment of the person to be served to a person who appears to be in authority over the said premises and seems to be older than 16 years of age;
- (c) by delivering a copy thereof at the place of residence of the person to be served to a person who appears to be in authority over the said premises and seems to be older than 16 years of age;
- (d) If the person to be served has chosen an address at which the summons may be served, by delivering or leaving a copy thereof at the address so chosen;
- (e) in the case of a company or close corporation, by delivering a copy to a responsible employee thereof at its registered office or its principal place of business within the jurisdiction of the tribunal or, if none of the employees are willing to accept service, by affixing a copy to the main door of such office or place of business;
- (f) by delivering a copy thereof to an agent who is duly authorised in writing to accept service on behalf of the person to be served;
- (g) where a partnership, firm or voluntary association is to be served—
  - (i) by leaving a copy thereof at the place of business of the partnership, firm or voluntary association with a person who appears to be in charge of the premises at the time of delivery and who seems to be older than 16 years of age; or
  - (ii) if such partnership, firm or voluntary association has no place of business at the time of service, by effecting service on a partner, the proprietor or the chairperson or secretary of the committee; or
- (h) in a manner determined by the Consumer Tribunal in a particular case.

(2) Where the person to be served is a person without legal capacity, the summons must be served in a manner mentioned in sub-regulation (1) on that person's guardian, tutor, curator or caregiver instead of being served on that person.

(3) For the purposes of sub-regulation (1)(b), when a block of flats or other building (other than a hotel, boarding-house, hostel or similar residential building) is occupied by more than one person or family, the summons must be served as provided in the said sub-regulation at that part of the building which the person to be served occupies as his or her residence or place of business.

(4) The Consumer Tribunal may postpone a matter to a future unspecified date or strike the matter from the roll where it is satisfied that service has not been properly affected.

(5) The Clerk of the Consumer Tribunal is responsible to ensure that a proper record is maintained regarding the service of each summons which must be done substantially in the form of Form EC-CP23, contained in Annexure A.

**ANNEXURE A****INDEX****FORMS**

<b>FORM</b>	<b>REGULATION</b>	<b>DESCRIPTION</b>	<b>ACT</b>
<b>EC-CP1</b>	Regulation 3(1)	Complaint	Section 9(1)
<b>EC-CP2</b>	Regulation 3(2)	Complaint initiated by Office of the Consumer Protector	Section 9(2) and 9(3)
<b>EC-CP3</b>	Regulation 5(a)	Notice of non-referral	Section 10(1)(a) & Section 12(a)
<b>EC-CP4</b>	Regulation 5(b)(i)	Certificate of non-resolution	Section 10(1)(b)(i)
<b>EC-CP5</b>	Regulation 5(b)(ii)	Agreement of settlement	Section 10(1)(b)(ii) & 12(b)
<b>EC-CP6</b>	Regulation 5(d) & 6(1)	Notice of investigation	Section 10(1)(b)
<b>EC-CP7</b>	Regulation 5(e)	Referral of complaint to Consumer Tribunal	Section 10(1)(b)(v)
<b>EC-CP8</b>	Regulation 6(3)	Notice of investigation in printed or electronic media	Section 10(2)
<b>EC-CP9</b>	Regulation 7(2)	Certificate of appointment as inspector or investigator	Section 11(1)(b)
<b>EC-CP 10</b>	Regulation 8(1)	Compliance notice	Section 12(c) & 14(1)
<b>EC-CP11</b>	Regulation 8(1)(d)	Application to Consumer Tribunal	Section 12(d)
<b>EC-CP12</b>	Regulation 8(1)(e)	Referral to the National Prosecuting Authority	Section 12(e) and 14(5)(b)
<b>EC-CP13</b>	Regulation 8(1)(g)	Referral to the National Consumer Commission	Section 12(g)
<b>EC-CP14</b>	Regulation 8(2)	Certificate of compliance	Section 14(4)
<b>EC-CP15</b>	Regulation 9	Request the review of a compliance notice	Section 15
<b>EC-P16</b>	Regulation 10	Summons to appear before the Consumer Protector.	Section 17
<b>EC-CP17</b>	Regulation 11(2)	Return of service of summons	Section 17
<b>EC-CP18</b>	Regulation 13	Receipt for articles seized.	Section 20(4)(a)
<b>ECCP19</b>	Regulation 14	Confidentiality claim	Section 21(1)
<b>EC-CP20</b>	Regulation 15	Application for direct referral to the Consumer Tribunal	Sections 32(1)(b), (c), (f), (i) & 32(2)
<b>EC-CP21</b>	Regulation 18(1)(a)	Summons initiating proceedings before the Consumer Tribunal.	Section 33(2)
<b>EC-CP22</b>	Regulation 18(1)(b) and (c)	Summons to appear before the Consumer Tribunal or to produce books, documents or objects before the Consumer Tribunal	Section 34(a)(i) and (ii)
<b>EC-CP23</b>	Regulation 18(5)	Return of service of Summons	Section 33(2)

<b>FORM EC-CP1</b> <b>EASTERN CAPE OFFICE OF THE CONSUMER PROTECTOR</b>	
<b>Complaint Form - [Section 9(1) and Regulation 3(1)]</b>	
Full names of complainant	
ID/Registration number of complainant	
Postal Address	
Physical Address	
Cell phone number	
Landline number	
E-mail address	
Indicate a number to be used to contact you during office hours	
Have you lodged this complaint with any other regulatory body?	
If so, please provide the reference number and/or outcome	
Nature of complaint	
Indicate the section or provision of the Consumer Protection Act or regulations contravened (if known)	
Name of company or person against whom complaint is made	
Address, telephone number or email of company or person against whom complaint is made	

Short description of complaint	
Details of steps taken to resolve the complaint	
List of documents relevant to complaint attached to this form	
Indicate the form of relief or redress you are seeking eg. Refund, replacement, repair or any other	
Date	
Place	
Signature	
<b><u>OFFICE USE ONLY</u></b>	
Incident Number	
Consumer Advisor	

<b>FORM EC-CP2</b> <b>EASTERN CAPE OFFICE OF THE CONSUMER PROTECTOR</b>	
<b>Initiation of complaint by Office of the Consumer Protector Form - [Section 9(2) and Regulation 3(2)]</b>	
Full names of official of the Office of Consumer Protector, initiating the complaint.	
Is the complaint initiated on accord of the Office of Consumer Protector?	YES/NO
If the complaint is not initiated on accord of the Office of Consumer Protector, was it on the request of (i) a regulatory authority; (ii) another provincial consumer protection authority; (iii) a consumer protection group accredited under the Consumer Protection Act; (iv) any other person having material interest in the matter; or (v) the Commission.	<i>Indicate on whose request the complaint is initiated</i>
Details of the request (attach a copy of the request if in writing)	
Cell phone number of the person or institution who made the request	
Landline number of the person or institution who made the request	
E-mail address of the person or institution who made the request	
Nature of complaint	
Indicate the section or provision of the Consumer Protection Act or regulations contravened (if known)	
Name of company or person against whom complaint is made	

Address, telephone number or email of company or person against whom complaint is made	
Short description of complaint	
Details of steps taken to resolve the complaint	
List of documents relevant to complaint attached to this form	
Indicate the form of relief or redress that are sought eg. Refund, replacement, repair or any other	
Date	
Place	
Signature	
<b><u>OFFICE USE ONLY</u></b>	
Incident Number	
Consumer Advisor	

<b>FORM EC-CP3</b> <b>EASTERN CAPE OFFICE OF THE CONSUMER PROTECTOR</b>	
<b>Notice of non-referral [Section 10(1)(a) &amp; Section 12(a) Regulation 5(a)]</b>	
Incident number	
Date	
Name of Complainant	
Postal Address	
Email Address	
<p>Dear</p> <p>COMPLAINT:</p> <p>Date</p> <p>We hereby advise you that the Eastern Cape Office of the Consumer Protector will not refer your complaint to the Consumer Tribunal, as the complaint -</p>	
	appears to be frivolous or vexatious [Section 10(1)(a)(i)]
	does not allege any facts which, if true would constitute grounds for a remedy under this Act or the Consumer Protection Act, 2008
	<p>is prevented, in terms of section 116 of the Consumer Protection Act, 2008 from being referred to the National Consumer Tribunal, because more than three (3) years have passed since –</p> <p>(a) the act or omission that is the cause of the complaint; or</p> <p>(b) in the case of a course of conduct or continuing practice, the date that the conduct or practice ceased.</p>
<p>_____</p> <p>Consumer Protector / Person designated by the Consumer Protector and in service of Office of the Consumer Protector</p>	

<b>FORM EC-CP4</b> <b>EASTERN CAPE OFFICE OF THE CONSUMER PROTECTOR</b>	
<b>Certificate of non-resolution</b> <b>[Sections 10(1)(b)(i) and Regulation 5(b)(i)]</b>	
Incident number	
Date	
Name of complainant	
ID/Registration Number	
Postal address	
E-mail address	
<p>Dear</p> <p>Complaint: _____</p> <p>Date: _____</p> <p>Whereas the attempts to resolve the dispute were unsuccessful we hereby issue a certificate of non-resolution in terms of Section 10(1)(b)(i) and Regulation 5(b)(i).</p> <p>You are advised that you may request reasons for the unsuccessful resolution of the dispute and you may take such further steps provided in the Eastern Cape Consumer Protection Act, 2018 (Act No. 3 of 2018) or in law.</p>   <p>_____</p> <p>Consumer Protector / Person designated by the Consumer Protector and in service of Office of the Consumer Protector</p>	



<b>FORM EC-CP 5</b> <b>EASTERN CAPE OFFICE OF THE CONSUMER PROTECTOR</b>
<b>Settlement Agreement - [Section 10(1)(b)(ii) &amp; 12(b) and Regulation 5(b)(ii)]</b>
<p style="text-align: center;">SETTLEMENT AGREEMENT BETWEEN</p> <p>PARTY A _____</p> <p>AND</p> <p>PARTY B _____</p> <p>WHEREAS the Office of the Consumer Protector, lodged, initiated or received a complaint in terms of the Eastern Cape Consumer Protection Act, 2018 (Act No 3 of 2018);</p> <p>And WHEREAS the parties to the dispute agreed to resolve the dispute and agreed to the terms of a settlement;</p> <p>NOW THEREFORE the Parties agree as follows:</p> <p><b>A: GENERAL TERMS OF SETTLEMENT:</b></p> <p>1. The parties agree as follows:</p> <p>1.1 If any of the terms of this Agreement is in conflict or inconsistent with any law, the invalidity of the term(s) will not affect the validity of the remainder of the terms of the Agreement.</p> <p>1.2 Any number of days prescribed in this Agreement will be reckoned exclusive of the first and inclusive of the last day.</p> <p>1.3 The Agreement and its annexures is the entire agreement between the parties, and replace any previous agreements between them.</p> <p>1.4 The Agreement may be signed in one or more counterparts, and each counterpart will be considered an original Agreement. All the counterparts will be considered one document and become a binding Agreement when one or more counterparts have been signed by each of the parties and delivered to the other.</p> <p>1.5 A waiver of a breach of any term in this Agreement will not be considered –</p> <ul style="list-style-type: none"> <li>(a) a waiver of a further breach of the same term; or</li> <li>(b) a waiver of a breach of any other term; or</li> <li>(c) a waiver of a party's right to declare an immediate or subsequent default.</li> </ul> <p>1.6 The parties can amend this Agreement only by a written document signed by both parties.</p> <p>1.7 The parties warrant that they have the necessary authority to sign this Agreement.</p> <p>1.8 This Agreement is a full and final settlement of any and all causes of action the parties have against each other.</p>

1.9 If action or motion proceedings have been instituted prior to this Agreement, the parties agree that any one of the parties may, at any stage, have the terms of this Agreement made an order of court or arbitral award, under the relevant case number or arbitration reference. If this Agreement is made an order of court or arbitral award, clauses 1.10 and 1.11 do not apply and a party may take whatever legal steps are required to enforce compliance with the order of court or arbitral award.

1.10 If either party commits a remediable breach of this Agreement then the aggrieved party must notify the party in breach to remedy the breach within ten days from the date of the delivery of the breach notice. If the party in breach fails to remedy the breach within ten days, the aggrieved party may –

- (a) cancel; or
- (b) enforce; and or
- (c) claim damages; or
- (d) notify the Consumer Protector or Person designated by the Consumer Protector and in service of the Office of the Consumer Protector who facilitated this Agreement that a dispute has arisen. If the Office of the Consumer Protector fails to resolve the dispute within five days of receipt of the dispute notice, or any longer period mutually agreed in writing by the parties, the aggrieved party may
  - (a) cancel, or
  - (b) enforce, and/or
  - (c) claim damages for breach of contract.

1.11 Any irremediable breach, including the breach of the confidentiality clause, entitles the aggrieved party to immediately cancel the contract and claim damages. If this Agreement is validly cancelled the aggrieved party may reinstate the original cause of action in which event any stay of legal proceedings is lifted, as if this Agreement had not been reached.

1.12 All notices in terms of this Agreement must be in writing and considered given when delivered

- (a) personally to the recipient, or
- (b) by email on the day that the recipient party, directly or indirectly confirmed by return email, the receipt of the notice, or

1.12 The parties may alter their service addresses by giving notice to the other party of a new address for the service of notices. The alteration will be effective after the expiry of ten days from the day on which the notice had been given.

1.13 If a dispute arises out of this Agreement the party who prevails in a court or arbitration will be entitled to attorney and client costs.

1.14 The parties must keep this Agreement confidential, and must not disclose either the existence or the terms of this Agreement to third parties, unless such disclosure is necessary to enforce their rights in terms of this Agreement in a court of law or arbitration.

**B: SPECIFIC TERMS OF SETTLEMENT:**

Party A agrees to:

---

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---

---

---

---

Party B agrees to:

---

---

---

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---

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SIGNED AT                      ON THE              DAY OF    20

**Party A:** \_\_\_\_\_

Signature

Full Names: \_\_\_\_\_

Capacity: \_\_\_\_\_

**Party B:** \_\_\_\_\_

Signature

Full Names: \_\_\_\_\_

Capacity: \_\_\_\_\_

**OFFICE USE ONLY**Incident Number  
Consumer Advisor

<b>FORM EC-CP6</b> <b>EASTERN CAPE OFFICE OF THE CONSUMER PROTECTOR</b>	
<b>Notice of investigation to supplier [Section 10(1)(b) and Regulation 5(d) and 6(1)]</b>	
Incident number	
Date	
Name of Supplier	
Postal Address	
Email Address	
Name of Complainant	
Summary of complaint	
<p>Dear _____ (Supplier)</p> <p>COMPLAINT:</p> <p>Date _____</p> <p>We hereby advise you that the Eastern Cape Office of the Consumer Protector intends to institute an investigation into the above complaint in terms of section 10(1)(b) of the Eastern Cape Consumer Protection Act, 2018 (Act No.3 of 2018).</p>	
<p>_____  Consumer Protector / Person designated by the Consumer Protector and in service of Office of the Consumer Protector</p>	

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<b>FORM EC-CP8</b> <b>EASTERN CAPE OFFICE OF THE CONSUMER PROTECTOR</b>																									
<b>Notice of investigation in printed or electronic media</b> <b>[Section 10(2) and Regulation 6(3)]</b>																									
<p>NOTICE IS HEREBY GIVEN that the Consumer Protector is conducting an investigation, as contemplated in section 10(2) of the Eastern Cape Consumer Protection Act, 2018 (Act No. 3 of 2018), relating to the particulars set out below.</p> <p>Any person wishing to make written representations regarding the investigation, must submit the written representations to the Office of the Consumer Protector within 7 days of the date of publication of this notice to one of the following addresses:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="padding: 2px 5px;">Physical address:</td> <td style="height: 20px;"></td> </tr> <tr> <td style="padding: 2px 5px;">Postal Address:</td> <td style="height: 20px;"></td> </tr> <tr> <td style="padding: 2px 5px;">Email Address:</td> <td style="height: 20px;"></td> </tr> </table> <p>Take note that the representations, a statement or explanation, may be used against you in proceedings before the Consumer Tribunal</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 25%; padding: 2px 5px;">Incident number</td> <td style="height: 20px;"></td> </tr> <tr> <td style="padding: 2px 5px;">Date</td> <td style="height: 20px;"></td> </tr> <tr> <td style="padding: 2px 5px;">Name of person against whom complaint was made</td> <td style="height: 40px;"></td> </tr> <tr> <td style="padding: 2px 5px;">Postal Address</td> <td style="height: 20px;"></td> </tr> <tr> <td style="padding: 2px 5px;">Email Address</td> <td style="height: 20px;"></td> </tr> <tr> <td style="padding: 2px 5px;">Name of Complainant</td> <td style="height: 20px;"></td> </tr> <tr> <td style="padding: 2px 5px;">Postal Address</td> <td style="height: 20px;"></td> </tr> <tr> <td style="padding: 2px 5px;">Email Address</td> <td style="height: 20px;"></td> </tr> <tr> <td style="padding: 2px 5px;">Summary of complaint</td> <td style="height: 60px;"></td> </tr> </table>		Physical address:		Postal Address:		Email Address:		Incident number		Date		Name of person against whom complaint was made		Postal Address		Email Address		Name of Complainant		Postal Address		Email Address		Summary of complaint	
Physical address:																									
Postal Address:																									
Email Address:																									
Incident number																									
Date																									
Name of person against whom complaint was made																									
Postal Address																									
Email Address																									
Name of Complainant																									
Postal Address																									
Email Address																									
Summary of complaint																									
<div style="border-top: 1px solid black; margin-top: 50px; padding-top: 5px;"> Consumer Protector / Person designated by the Consumer Protector and in service of Office of the Consumer Protector </div>																									

<b>FORM EC-CP9</b> <b>EASTERN CAPE OFFICE OF THE CONSUMER PROTECTOR</b>
<b>Certificate of appointment as inspector or investigator</b> <b>[Section 11(1)(b) and Regulation 7]</b>
<p>I _____ Head of Department for the Eastern Cape Department of Economic Development, Environmental Affairs and Tourism hereby certify that</p> <p>_____</p> <p>(Full Names)</p> <p>_____</p> <p>(Identity Number)</p> <div style="border: 1px solid black; height: 150px; width: 200px; margin-top: 20px;"></div> <p>Has been appointed as an inspector in terms of the Eastern Cape Consumer Protection Act, 2018 (Act No. 3 of 2018).</p> <p>Given under my hand this _____ day of _____ 20__</p> <p>_____</p> <p>Head of Department</p>

**EASTERN CAPE OFFICE OF THE CONSUMER PROTECTOR**

Name of person or entity to whom Notice applies	
Address	
Incident Number	
Date	
Provision of Act not complied with	

Details of any steps that are required to be taken and the period within which those steps must be taken:

Enquiries may be made to

Name	
Contact details	
Hours of business	
Address to which objections to this notice may be submitted in the prescribed form	



For Office Use Only	
Details of response	
Recommendation	
Signed Consumer Protector / Person designated by the Consumer Protector and in service of Office of the Consumer Protector	
Date	

<b>FORM EC-CP11</b> <b>EASTERN CAPE OFFICE OF THE CONSUMER PROTECTOR</b>	
<b>Application to the Consumer Tribunal</b> <b>[Section 12(d) and Regulation 8(1)(d)]</b>	
Incident number	
Date	
Name of person against whom complaint was made	
Postal Address	
Email Address	
Name of Complainant	
Postal Address	
Email Address	
Summary of complaint	
Date of conclusion of investigation	
Outcome of investigation into complaint	
<p>TO:     THE CONSUMER TRIBUNAL</p> <p>COMPLAINT:</p> <p>Date</p> <p>We hereby advise you that the investigation into the above matter is concluded.</p> <p>We hereby apply to the Consumer Protector / to the Consumer Tribunal in terms of section 12(d) of the Eastern Cape Consumer Protection Act, 2018 (Act No.3 of 2018) to adjudicate the matter in terms of section 30 of the Eastern Cape Consumer Protection Act, 2018</p> <p>The relevant documentation are attached hereto.</p>  <div style="border-top: 1px solid black; margin-top: 20px; padding-top: 5px;"> Consumer Protector / Person designated by the Consumer Protector and in service of Office of the Consumer Protector </div>	

<b>FORM EC-CP12</b> <b>EASTERN CAPE OFFICE OF THE CONSUMER PROTECTOR</b>	
<b>Referral to the National Prosecuting Authority</b> <b>[Sections 12(e) and 14(5)(b) and Regulation 8(1)(e)]</b>	
Incident number	
Date	
Name of person against whom complaint was made	
Postal Address	
Email Address	
Name of Complainant	
Postal Address	
Email Address	
Summary of complaint	
<p>TO: THE NATIONAL PROSECUTING AUTHORITY</p> <p>Date</p> <p>We hereby refer the above matter to the National Prosecuting Authority in terms of section 14(5)(b) 10(1)(b)(v) of the Eastern Cape Consumer Protection Act, 2018 (Act No. 3 of 2018), as the conduct complained of appears to constitute an offence in terms of the Eastern Cape Consumer Protection Act, 2018 (Act No. 3 of 2018), the Consumer Protection Act, the National Credit Act or any other law.</p> <p>The complaint and relevant documentation are attached hereto.</p>	
<p>_____  Consumer Protector / Person designated by the Consumer Protector and in service of Office of the Consumer Protector</p>	

<b>FORM EC-CP13</b> <b>EASTERN CAPE OFFICE OF THE CONSUMER PROTECTOR</b>	
<b>Referral to the National Consumer Commission</b> <b>[Section12(g) and Regulation8((1)g)]</b>	
Incident number	
Date	
Name of person against whom complaint was made	
Postal Address	
Email Address	
Name of Complainant	
Postal Address	
Email Address	
Summary of complaint	
<p>TO:     THE NATIONAL CONSUMER COMMISSION</p> <p>Date</p> <p>We hereby refer the above matter to the National Consumer Commission in terms of section 12(g) of the Eastern Cape Consumer Protection Act, 2018 (Act No.3 of 2018), as the matter was found to exceed the jurisdiction of the jurisdiction of the magistrates court.</p> <p>The complaint and relevant documentation are attached hereto.</p>    <div style="border-top: 1px solid black; margin-top: 20px; padding-top: 5px;"> Consumer Protector / Person designated by the Consumer Protector and in service of Office of the Consumer Protector </div>	

<b>FORM EC-CP14</b>  <b>EASTERN CAPE EASTERN CAPE OFFICE OF THE CONSUMER PROTECTOR</b>									
<b>Certificate of compliance</b> <b>[Section 14(4) and Regulation 8(2)]</b>									
Name of person or entity who request the certificate of compliance									
Address									
Incident Number									
Date									
Name of complainant									
Date of compliance notice									
Name of person or entity to whom the compliance notice was issued									
<p>Dear</p> <p>Compliance Notice: .....</p> <p>Date: .....</p> <p>Please be advised that you satisfied all the requirements of the attached compliance notice and therefore this certificate of compliance is hereby issued in terms of section 14(4) of in the Eastern Cape Consumer Protection Act, 2018 (Act No. 3 of 2018).</p> <p>_____</p> <p>Consumer Protector / Person designated by the Consumer Protector and in service of Office of the Consumer Protector</p> <p>Enquiries may be made to</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">Name</td> <td style="width: 50%;"></td> </tr> <tr> <td style="padding: 5px;">Contact details</td> <td></td> </tr> <tr> <td style="padding: 5px;">Hours of business</td> <td></td> </tr> <tr> <td style="padding: 5px;">Address to which objections to this notice may be submitted in the prescribed form</td> <td></td> </tr> </table>		Name		Contact details		Hours of business		Address to which objections to this notice may be submitted in the prescribed form	
Name									
Contact details									
Hours of business									
Address to which objections to this notice may be submitted in the prescribed form									

<b>FORM EC-CP15</b> <b>EASTERN CAPE OFFICE OF THE CONSUMER PROTECTOR</b>	
<b>Request the review of a compliance notice [Section 15 and Regulation 9]</b>	
Full names of person requesting the review in terms of section 15	
ID/Registration number of person requesting	
Postal Address	
Physical Address	
Cellphone number	
Landline number	
E-mail address	
Indicate a number to be used to contact you during office hours	
Date of compliance notice	
The reference number of the compliance notice	
Summary of compliance notice	
Name of company or person against whom complaint is made	
Address, telephone number or email of company or person against whom complaint is made	
Reasons for review	
Copy of the compliance notice	

and list of documents relevant to review attached to this form	
Date	
Place	
Signature	
Capacity	
<b><u>OFFICE USE ONLY</u></b>	
Incident Number	
Consumer Advisor	

<b>FORM EC-CP16</b> <b>EASTERN CAPE OFFICE OF THE CONSUMER PROTECTOR</b>							
<b>SUMMONS [Section 17 and Regulation 10]</b>							
<b>SUMMONS</b> <b>TO APPEAR BEFORE CONSUMER PROTECTOR, AN INSPECTOR OR INVESTIGATOR</b>							
<p>On Order by _____ (Full Names)</p> <p>Consumer Protector or a person authorised by him or her in writing</p> <p>In terms of section 17(1)(e) of the Eastern Cape Consumer Protection Act, 2018 (Act No. 3 of 2018)</p> <p>_____ (name of person)</p> <p>of _____ (address)</p> <p>is hereby notified to appear before the -</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;"> </td> <td>Consumer Protector</td> </tr> <tr> <td style="text-align: center;"> </td> <td>Inspector (insert name of inspector)</td> </tr> <tr> <td style="text-align: center;"> </td> <td>Investigator (insert name of investigator)</td> </tr> </table> <p>(indicate by an X before whom the person must appear)</p> <p>on _____ date</p> <p>at _____ address</p> <p>The following paper, book or record must be produced before the said Consumer Protector, inspector or investigator:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>(indicate the paper, book or record)</p> <p><b>Failure to appear before the aforesaid Consumer Protector, inspector or investigator at the aforesaid time and place, or to remain in attendance until excused from further attendance by the person presiding without sufficient cause, or to answer fully and satisfactorily any question lawfully fully and satisfactorily, or to produce the aforesaid paper, book or record sufficient cause shall, in terms of section 45 of the Eastern Cape Consumer Protection Act, 2018 (Act No. 3 of 2018) be guilty of an offence and on conviction be liable to a fine or to imprisonment for a period not exceeding 12 months or to both such fine and imprisonment.</b></p> <p>ISSUED UNDER MY HAND AT _____ ON THIS _____ DAY OF _____ 20____</p> <p>_____ (Signature) _____ (Date)</p> <p>Consumer Protector or a person authorised by him or her in writing</p>			Consumer Protector		Inspector (insert name of inspector)		Investigator (insert name of investigator)
	Consumer Protector						
	Inspector (insert name of inspector)						
	Investigator (insert name of investigator)						



<b>FORM EC-CP17</b> <b>EASTERN CAPE OFFICE OF THE CONSUMER PROTECTOR</b>
<b>RETURN OF SERVICE [Section 17 and Regulation 11(2)]</b>
<b>RETURN OF SERVICE OF SUMMONS</b>  I hereby acknowledge receipt of the attached summons.  _____ PERSON SUMMONED  I the undersigned do hereby certify that I have delivered the attached Summons to the following person: _____(name of person)  ON :  DATE: _____  TIME: _____  PLACE: _____  by handing a copy personally to the said person.    _____ Signature  _____ Full names and Surname  _____ Capacity  _____ Date

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<b>FORM EC-CP19</b> <b>EASTERN CAPE OFFICE OF THE CONSUMER PROTECTOR</b>	
<b>Confidentiality claim - [Section 21(1) and Regulation 13]</b>	
TO: The Office of the Consumer Protector, the Consumer Tribunal, an inspector or investigator appointed in terms of the Eastern Cape Consumer Protector Act, 2018 (Act No. 3 of 2018)	
Name of person claiming confidentiality	
Address	
Reference number	
Date	
<p>On a separate sheet of paper, list the following information:.</p> <p>Column 1- Name of the document that contains the confidential information.</p> <p>Column 2- The page and line number at which the confidential information begins and ends.</p> <p>Column 3- The name of the person that owns the particular information.</p> <p>Column 4- The nature of the economic value, if any, of the information.</p> <p>Column 5- The existing restrictions, if any, on access to the information.</p> <p>Detailed explanation and reasons why the information is confidential,</p>	
<p style="text-align: center;"><b>Statement of Confidentiality:</b></p> <p>I _____ (full names)</p> <p>compiled, or supervised the persons who compiled, the attached list explanation and reasons why the information is confidential.</p> <p>I believe that the information identified in that list is confidential information.</p> <p>Name and Title of Person authorised to sign: _____</p> <p>_____</p> <p>Authorised signature</p> <p>Date _____</p>	

<b>FORM EC-CP20</b> <b>EASTERN CAPE OFFICE OF THE CONSUMER PROTECTOR</b>	
<b>Application for direct referral to the Consumer Tribunal</b> <b>[Sections 32(1)(b), (c), (f), (i) &amp; 32(2) and Regulation 14]</b>	
Full names	
ID/Registration number	
Postal Address	
Physical Address	
Cell phone number	
Landline number	
E-mail address	
Indicate interest in the complaint	
Have you lodged this complaint with any other regulatory body?	
If so, please provide the reference number and/or outcome	
Nature of complaint	
Indicate the section or provision of the Consumer Protection Act or regulations contravened (if known)	
Other parties relevant to the complaint	
Address, telephone number or email of company or person relevant to the complaint	
Short description of complaint	

Details of steps taken to resolve the complaint	
List of documents relevant to complaint attached to this form	
Indicate the form of relief or redress you are seeking eg. Refund, replacement, repair or any other	
Reasons for direct referral to the Consumer Tribunal	
Date	
Place	
Signature	
<b><u>OFFICE USE ONLY</u></b>	
Incident Number	
Consumer Advisor	

<b>FORM EC-CP21</b> <b>EASTERN CAPE OFFICE OF THE CONSUMER PROTECTOR</b>
<b>Summons to initiate proceedings before the Consumer Tribunal</b> <b>[Section 33(2) and Regulation 16]</b>
<p style="text-align: center;"><b>SUMMONS</b></p> <p style="text-align: center;"><b>TO INITIATE PROCEEDINGS BEFORE THE CONSUMER TRIBUNAL</b></p> <p style="text-align: center;">Section 33(2) of the Eastern Cape Consumer Protection Act, 2018 (Act No. 3 of 2018)</p> <p>On Order by _____</p> <p style="text-align: right;">(Full Names)</p> <p>Clerk of the Consumer Tribunal</p> <p>To the inspector/investigator in the Office of the Consumer Protector:</p> <p>INFORM _____</p> <p>of _____</p> <p>(state sex and occupation) _____</p> <p>that _____</p> <p>of _____</p> <p>(state sex and occupation) _____</p> <p style="text-align: center;">(hereinafter called the complainant)</p> <p>hereby institutes a complaint against him or her in which complaint the complainant claims:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p style="text-align: center;">(Here set out in concise terms the complaint)</p> <p>INFORM the said _____ further</p> <p>that he or she is hereby notified to appear before the Consumer Tribunal -</p> <p>on _____ date</p> <p>at _____ address</p> <p>The following paper, book or record must be produced before the said Consumer Protector, inspector or investigator:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p style="text-align: center;">(indicate the paper, book or record)</p>

**Failure to appear before the aforesaid Consumer Protector, inspector or investigator at the aforesaid time and place, or to remain in attendance until excused from further attendance by the person presiding without sufficient cause, or to answer fully and satisfactorily any question lawfully fully and satisfactorily, or to produce the aforesaid paper, book or record sufficient cause shall, in terms of section 45 of the Eastern Cape Consumer Protection Act, 2018 (Act No. 3 of 2018) be guilty of an offence and on conviction be liable to a fine or to imprisonment for a period not exceeding 12 months or to both such fine and imprisonment.**

ISSUED UNDER MY HAND AT \_\_\_\_\_ ON THIS \_\_\_\_ DAY OF

\_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_(Signature)  
Consumer Tribunal

Clerk of the

\_\_\_\_\_

(Date)

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<b>FORM EC-CP23</b> <b>EASTERN CAPE OFFICE OF THE CONSUMER PROTECTOR</b>
<b>RETURN OF SERVICE [Section 33(2) and Regulation 17]</b>
<b>RETURN OF SERVICE OF SUMMONS</b>
<p>I hereby acknowledge receipt of the attached summons.</p> <p>_____</p> <p>PERSON SUMMONED</p> <p>I the undersigned do hereby certify that I have delivered the attached Summons to the following person:</p> <p>_____ (name of person)</p> <p>ON :</p> <p>DATE: _____</p> <p>TIME: _____</p> <p>PLACE: _____</p> <p>by handing a copy personally to the said person.</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Full names and Surname</p> <p>_____</p> <p>Capacity</p> <p>_____</p> <p>Date</p>

**ANNEXURE B****INDEX****OATHS AND AFFIRMATIONS**

<b>FORM</b>	<b>DESCRIPTION</b>	<b>REGULATION</b>
Part 1	Oath or affirmation by persons summonsed to appear before the consumer protector	28
Part 2	Oath or affirmation by member or alternate member of the tribunal	29
Part 3	Oath or affirmation by person summonsed to appear before the Consumer Tribunal	28
Part 4	Oath or affirmation by transcriber	30
Part 5	Oath or affirmation by interpreter or accredited language practitioner	30

<b>FORM PART 1</b> <b>EASTERN CAPE OFFICE OF THE CONSUMER PROTECTOR</b>
<b>Oath or affirmation by persons summonsed to appear before the Consumer Protector</b> <b>[Regulation 28]</b>
<p style="text-align: center;"><b>OATH OR AFFIRMATION</b></p> <p>"I swear or affirm that the evidence that I am about to give shall be the truth the whole truth and nothing but the truth."</p> <p>Say: "So help me God" or "I solemnly affirm"</p> <p>I certify that the DEPONENT has acknowledged that he/she does not have any objection to taking the oath or affirmation ,and the he/she considers it to be binding on his/her conscience and which was sworn to or affirmed before me on this _____ day of _____ 20____</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Full names</p> <p>_____</p> <p>Capacity</p>

<b>FORM PART 2</b> <b>EASTERN CAPE OFFICE OF THE CONSUMER PROTECTOR</b>	
<b>Oath or affirmation by member or alternate member of the Consumer Tribunal</b> <b>[Regulation 29]</b>	
<b>OATH OR AFFIRMATION</b>	
<p>Oath or Affirmation I, _____ do solemnly swear or affirm that I will faithfully, impartially, and justly perform all the duties of member, alternative member of the Consumer Tribunal according to the best of my ability.</p> <p>“So help me God” or “I solemnly affirm”</p> <p>_____ Signature</p> <p>_____ Date</p> <p>I certify that the DEPONENT has acknowledged that he/she does not have any objection to taking the oath or affirmation, and the he/she considers it to be binding on his/her conscience and which was sworn to or affirmed before me on this _____ day of _____ 20____</p> <p>_____ Signature</p> <p>_____ Full names</p> <p>_____ Capacity</p>	
<div style="border: 1px solid black; width: 250px; height: 150px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> <b>STAMP</b> </div>	

<b>FORM PART 3</b> <b>EASTERN CAPE OFFICE OF THE CONSUMER PROTECTOR</b>
<b>Oath or affirmation by persons summonsed to appear before the Consumer Tribunal</b> <b>[Regulation 28]</b>
<b>OATH OR AFFIRMATION</b>  "I swear or affirm that the evidence that I am about to give shall be the truth the whole truth and nothing but the truth."  Say: "So help me God" or "I solemnly affirm"  I certify that the DEPONENT has acknowledged that he/she does not have any objection to taking the oath or affirmation ,and the he/she considers it to be binding on his/her conscience and which was sworn to or affirmed before me on this _____ day of _____ 20____  _____  Signature  _____  Full names  _____  Capacity

<b>FORM PART 4</b> <b>EASTERN CAPE OFFICE OF THE CONSUMER PROTECTOR</b>	
<b>Oath or affirmation by transcriber</b> <b>[Regulation 30]</b>	
<b>OATH OR AFFIRMATION</b>	
<p>Oath or Affirmation I, _____ do solemnly swear  or affirm that I will faithfully, impartially, and justly perform all the duties of transcriber according  to the best of my ability.</p> <p>“So help me God” or “I solemnly affirm”</p> <p>_____  Signature</p> <p>_____  Date</p> <p>I certify that the DEPONENT has acknowledged that he/she does not have any objection to taking  the oath or affirmation, and the he/she considers it to be binding on his/her conscience and which  was sworn to or affirmed before me on this _____ day of _____ 20 _____</p> <p>_____  Signature</p> <p>_____  Full names</p> <p>_____  Capacity</p>	
<div style="border: 1px solid black; width: 250px; height: 150px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> <b>STAMP</b> </div>	

<b>FORM PART 5</b> <b>EASTERN CAPE OFFICE OF THE CONSUMER PROTECTOR</b>	
<b>Oath or affirmation by interpreter or accredited language practitioner</b> <b>[Regulation 30]</b>	
<b>OATH OR AFFIRMATION</b>	
<p>Oath or Affirmation I, _____ do solemnly swear  or affirm that I will faithfully, impartially, and justly perform all the duties of interpreter or  accredited language practitioner according to the best of my ability.</p> <p>“So help me God” or “I solemnly affirm”</p> <p>_____  Signature</p> <p>_____  Date</p> <p>I certify that the DEPONENT has acknowledged that he/she does not have any objection to taking  the oath or affirmation, and that he/she considers it to be binding on his/her conscience and  which was sworn to or affirmed before me on this _____ day of _____  20____</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>_____  Signature</p> <p>_____  Full names</p> <p>_____  Capacity</p> </div> <div style="width: 50%; border: 1px solid black; text-align: center; padding: 20px;"> STAMP </div> </div>	

**PROVINCIAL NOTICES • PROVINSIALE KENNISGEWINGS****PROVINCIAL NOTICE 1229 OF 2025****REVIEW OF THE EASTERN CAPE PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF)**

Notice is hereby given in terms of Section 15 (6) (a) of the Spatial Planning and Land Use Management Act, 16 of 2013 (SPLUMA) of its intention to review the Provincial Spatial Development Framework (PSDF) for the Eastern Cape Province.

The Spatial Development Framework is a long-term forward planning strategic and policy framework which spatially provides direction regarding the growth and development path of the province. It will also be used as a policy framework tool to guide decision-making, aimed at the creation of sustainable, integrated and economically viable settlements.

Interested and affected parties (I & AP) are hereby invited to register and will be informed of the project's progress during the different phases. To register please forward contact details to the below persons:

General Queries, Mr Ayanda Makhanya,  
[Ayanda.Makhanya@eccogta.gov.za](mailto:Ayanda.Makhanya@eccogta.gov.za)

Register as I&AP, Mr Tracin  
Govender, 0678670984 or  
[tracin@tshani.co.za](mailto:tracin@tshani.co.za)

The closing date for registration is on or before the **8<sup>th</sup> of September 2025**.

**ISAZISO NGOPHONONONGO LOPHUHLISO LOMHLABA WEPHONDO LWEMPUMA KOLONI**

Esi sisaziso ngokweCandelo lama-15(6)(a) loMthetho woCwangeiso lweMihlaba kunye noLawulo lokuSetyenziswa koMhlaba. Oku kwenziwa ngokoMthetho we-16 ka-2013 owaziwa ngokuba yi-SPLUMA weNjongo yoPhuhliso lwePhondo iMpuma Kapa.

ISikhokelo soPhuhliso lweSithuba sisicwangeiso-qhinga sexesha elide kunye nesakhelo somgaqo-nkqubo esibonelela ngomkhomba-ndlela mayela nokukhula nophuhliso lwePhondo. Siya kusetyenziswa kwakhona njengesixhobo sesikhokelo somgaqo-nkqubo ukukhokela ukwenziwa kwezigqibo, ezijolise ekudalweni kweendawo zokuhlala ezizinzileyo, ezidibeneyo nezinoqoqosho.

Amaqela anomdla nachaphazelekayo ayamenywa ukuba abhalise. Bazakwaziswa ngenkqubela yeprojekthi nexesha lezigaba ezahlukeneyo zayo. Ukubhalisa nceda uthumele iinkcukacha zoqhagamshelwano kwaba bantu bangezantsi:

Imibuzo ngokubanzi, Mnu Ayanda  
Makhanya

0718882188 okanye uqhagamshelane naye  
ku: [ayanda.makhanya@eccogta.gov.za](mailto:ayanda.makhanya@eccogta.gov.za)

Ukuba unomdla nceda ubhalise  
kiMnumzana Tracin Govender,  
0678670984 okanye uqhagamshelane naye  
ku: [tracin@tshani.co.za](mailto:tracin@tshani.co.za)

Ixesha lokubhalisa lokuvalwa ngomhla we **8<sup>th</sup> of September 2025**.



**PROVINCIAL NOTICE 1230 OF 2025**

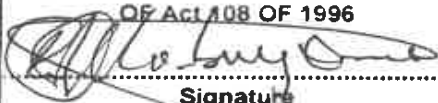
**OFFICE OF THE PREMIER**

**APPROPRIATION ACT, 2024  
(EASTERN CAPE) (ACT NO. 1 OF 2024)**

It is hereby made known that the Premier of the Province of the Eastern Cape has assented to the abovementioned Act, which is hereby published for general information.

# PROVINCE OF THE EASTERN CAPE

## APPROPRIATION ACT, 2024 (EASTERN CAPE)

<b>BILL</b>
<b>PROVINCE OF THE EASTERN CAPE</b>
Assented To in Terms of Section 121 R.W. Section 123, 124 And 127 OF ACT 108 OF 1996
 Signature
28/02/2025 Date
Lubabalo Oscar Mabuyane Full Names
<b>TITLE PREMIER- ACTING PREMIER</b> (Delete whichever is not applicable)
(NOTE: ON THE DATE HEREOF, ENGLISH IS THE ONLY OFFICIAL LANGUAGE OF THE PROVINCE)

ACT NO 1 OF 2024 (EC)

## ACT NO 1 OF 2024 (EC) APPROPRIATION ACT, 2024 (EASTERN CAPE)

**ACT**

**To provide for the appropriation of money from the Provincial Revenue Fund for the requirements of the Province of the Eastern Cape in the 2024/25 financial year and to provide for matters incidental thereto.**

**PREAMBLE**

**WHEREAS** section 226(2) of the Constitution of the Republic of South Africa, 1996 provides that money may be withdrawn from the Provincial Revenue Fund only in terms of an appropriation by a Provincial Act;

**AND WHEREAS** section 26 of the Public Finance Management Act, 1999 (Act No. 1 of 1999) provides that the Provincial Legislature must appropriate money for each financial year for the requirements of the Province;

**BE IT THEREFORE ENACTED** by the Legislature of the Province of the Eastern Cape, as follows: —

**Definitions**

1. In this Act, unless the context indicates otherwise, any word or expression to which a meaning has been assigned in the Public Finance Management Act has the meaning assigned to it in that Act and —

“**Act**” includes the Schedules;

“**conditional allocation**” means a conditional allocation to the Province, from the national government's share of revenue raised nationally, which is provided for in section 214(1)(c) of the Constitution of the Republic of South Africa, 1996, and whose purpose is specified in the Division of Revenue Act of the 2024/25 financial year;

“**current payments**” means any payment made by a department classified as, or deemed to be, a current payment in terms of the instructions issued in the *Guidelines for Implementing the Economic Reporting Format* (September 2009), issued by National Treasury in terms of section 76 of the Public Finance Management Act;

“**MEC for Finance**” means the Member of an Executive Council responsible for finance in the Province;

“**non-core items**” means consultants on business and advisory services, venues and facilities, catering, travel and subsistence and communication;

## ACT NO 1 OF 2024 (EC) APPROPRIATION ACT, 2024 (EASTERN CAPE)

**“payments for capital assets”** means any payments made by a provincial department classified as, or deemed to be, a payment for capital assets in terms of the instructions issued in the *Guidelines for Implementing the Economic Reporting Format* (September 2009) and the Asset Management Framework (April 2004, Version 3.3), in terms of section 76 of the Public Finance Management Act,

**“Province”** means the Province of the Eastern Cape established by section 103 of the Constitution of the Republic of South Africa, 1996,

**“Public Finance Management Act”** means the Public Finance Management Act, 1999 (Act No. 1 of 1999); and

**“transfers and subsidies”** means any payment made by a department classified as, or deemed to be, a transfer or subsidy payment in terms of the instructions issued in the *Guidelines for Implementing the Economic Reporting Format* (September 2009), in terms of section 76 of the Public Finance Management Act.

**Appropriation of money for the requirements of the Province**

2. (a) Appropriations by the Legislature of the Province of money from the Provincial Revenue Fund for the requirements of the Province in the 2024/25 financial year, to votes and main divisions within a vote, and for the specific listed purposes, are set out in the Schedules; and
- (b) Subject to section 3 of this Act, spending of appropriations is subject to this Act, the Public Finance Management Act and the Division of Revenue Act for the 2024/25 financial year.

**Appropriation listed as specifically and exclusively**

3. Despite the provisions of any law, appropriations to a vote or main divisions within a vote that are listed as specifically and exclusively in the Schedules may only be utilised for the purpose indicated and may not be used for any other purpose, unless an Act of the Legislature of the Province amends or changes the purpose for which it was allocated.

## ACT NO 1 OF 2024 (EC) APPROPRIATION ACT, 2024 (EASTERN CAPE)

**Conditions for allocations**

4. (1) The MEC for Finance may, in writing—
- (a) impose conditions on an allocation in an appropriation listed in the Schedules to this Act, other than a conditional allocation, in order to promote and enforce transparency and effective management in respect of revenue, expenditure, assets and liabilities of departments and public entities as required by section 18(1)(c) of the Public Finance Management Act.
  - (b) instruct a department or public entity to stop utilising an allocation in respect of which conditions have been imposed in terms of paragraph (a), until such conditions are met.
- (2) The instruction to stop utilising an allocation contemplated in subsection (1)(b) must be disclosed in the Provincial Treasury's report to the relevant Legislature Portfolio Committees in the quarter following the quarter in which the instruction was issued.
- (3) Any change to the baseline for non-core must be approved by the Provincial Treasury.

**Use of unspent funds**

5. (1) Despite section 3 of this Act and section 43(4) of the Public Finance Management Act, the MEC for Finance may, for purposes of expediting service delivery, approve the use of unspent funds, in an amount appropriated for a vote in the Schedules to this Act, in respect of—
- (a) compensation of employees provided that the amount is used within that vote for transfers and subsidies for the payment of severance or exit packages.
  - (b) payments for capital assets, provided that the amount is used within that vote for the same category of expenditure.
- (2) The approval of the utilisation of unspent funds in terms of subsection (1) must be disclosed in the Provincial Treasury's report to the relevant Legislature Portfolio Committees in the quarter following the quarter in which the utilisation was approved.


**Short title and commencement**

6. This Act is called the Eastern Cape Appropriation Act, 2024.

## ACT NO 1 OF 2024 (EC) APPROPRIATION ACT, 2024 (EASTERN CAPE)

**APPROPRIATION BILL, 2024 (EASTERN CAPE)**  
**SCHEDULE A (PER DEPARTMENT)**

VOTE	DEPARTMENT	AMOUNT R'000
1	Office of the Premier	1 069 189
2	Provincial Legislature	706 009
3	Health	30 106 843
4	Social Development	2 972 172
5	Public Works and Infrastructure	2 624 555
6	Education	42 441 422
7	Cooperative Governance and Traditional Affairs	1 109 925
8	Rural Development and Agrarian Reform	2 451 774
9	Economic Development, Environmental Affairs and Tourism	2 130 722
10	Transport	5 737 449
11	Human Settlements	2 383 899
12	Provincial Treasury	478 236
14	Sports, Recreation, Arts and Culture	1 043 363
15	Community Safety	144 840
<b>TOTAL</b>		<b>95 400 396</b>

CERTIFIED AS CORRECT AS PASSED BY THE PROVINCIAL  
 LEGISLATURE  
 SIGNATURE:   
 DATE: 05/11/2024  
 SECRETARY TO PROVINCIAL LEGISLATURE

**PROVINCIAL NOTICE 1231 OF 2025**

**OFFICE OF THE PREMIER**

**ADJUSTMENTS APPROPRIATION ACT, 2024  
(EASTERN CAPE) (ACT NO. 2 OF 2024)**

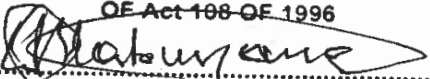
It is hereby made known that the Premier of the Province of the Eastern Cape has assented to the abovementioned Act, which is hereby published for general information.

ACT NO 2 OF 2024 (EC) ADJUSTMENTS APPROPRIATION ACT, 2024 (EASTERN CAPE)

# PROVINCE OF THE EASTERN CAPE

## ADJUSTMENTS APPROPRIATION ACT, 2024 (EASTERN CAPE)

ACT NO 2 OF 2024 (EC)

<b>BILL</b>
<b>PROVINCE OF THE EASTERN CAPE</b>
Assented To in Terms of Section 121 R.W. Section 123, 124 And 127 OF Act 108 OF 1996

Signature
28/02/2025
Date
Lubahalo Oscar Mahuyane
Full Names
<b>TITLE PREMIER- ACTING PREMIER</b> (Delete whichever is not applicable)
(NOTE: ON THE DATE HEREOF, ENGLISH IS THE ONLY OFFICIAL LANGUAGE OF THE PROVINCE)



ACT NO 2 OF 2024 (EC) ADJUSTMENTS APPROPRIATION ACT, 2024 (EASTERN CAPE)

2

ACT NO 2 OF 2024 (EC) ADJUSTMENTS APPROPRIATION ACT, 2024 (EASTERN CAPE)

**ACT**

To effect adjustments to the appropriation of money from the Provincial Revenue Fund for the requirements of the Province of the Eastern Cape in respect of the 2024/25 financial year; and to provide for matters incidental thereto.

BE IT ENACTED by the Legislature of the Province of the Eastern Cape, as follows: -

Appropriation of amounts of money for the requirements of the Province of the Eastern Cape.

- I (1) Adjustments to appropriation by the Provincial Legislature of money from the Provincial Revenue Fund for the requirements of the Province of the Eastern Cape in the 2024/25 financial year to votes and the main divisions within a vote and amendments to the purposes that are specified, are set out in the Schedules to this Act.
- (2) The spending of the appropriation contemplated in subsection (1) is subject to the provisions of this Act, section 31 of the Public Finance Management, 1999 (Act No. 1 of 1999) and the Division of Revenue Act, 2024 (Act No. 24 of 2024).
- (3) An amount within a vote or main division within a vote that is listed as specifically and exclusively appropriated in Schedule B to this Act, may be used only for the purpose indicated, unless the amount or purpose for which it was allocated, is amended in terms of an Act of the Provincial Legislature.

**Short title**

2. This Act is called the Adjustments Appropriation Act, 2024 (Eastern Cape).

## ACT NO 2 OF 2024 (EC) ADJUSTMENTS APPROPRIATION ACT, 2024 (EASTERN CAPE)

## ADJUSTMENTS APPROPRIATION BILL, 2024 (EASTERN CAPE)

## SCHEDULE A PER DEPARTMENT

VOTE	DEPARTMENT	AMOUNT R'000
1	Office of the Premier	173 201
2	Provincial Legislature	58 706
3	Health	200 000
4	Social Development	-
5	Public Works and Infrastructure	58 181
6	Education	10 857
7	Cooperative Governance and Traditional Affairs	(8 963)
8	Rural Development and Agrarian Reform	-
9	Economic Development, Environmental Affairs and Tourism	(402 270)
10	Transport	142 128
11	Human Settlements	13 958
12	Provincial Treasury	(18 046)
14	Sport, Recreation, Arts and Culture	17 292
15	Community Safety	(3 486)
	<b>TOTAL</b>	<b>241 558</b>

CERTIFIED AS CORRECT AS PASSED BY THE PROVINCIAL  
LEGISLATURE  
SIGNATURE ..... *gus* .....  
DATE ..... 21/01/2025 .....  
SECRETARY TO PROVINCIAL LEGISLATURE

## PROVINCIAL NOTICE 1232 OF 2025



### NOTICE 73/2025 SENQU MUNICIPALITY

#### APPROVED 2025-26 ANNUAL BUDGET AND INTEGRATED DEVELOPMENT PLAN AND RATES AND TARIFFS

Notice is hereby given in terms of Chapter 5 of the Municipal Systems Act, No 32 of 2000; Section 22 of the Municipal Finance Management Act, No 56 of 2003, Section 4 of the Municipal Property Rates Act, No 6 of 2004, and section 14(1) and (2) of the Local Government: Municipal Property Rates Act, 2004; that at its meeting of 30 May 2025, the Council resolved by way of council resolution number 037/SCM/25, to levy the rates and services on property reflected in the schedule below with effect from 1 July 2025 and approved its Annual Operational and Capital Budget and Integrated Development Plan (IDP) on the 30 of May 2025.

As required in terms of section 17 of the Municipal Finance Management Act, the Budget, Integrated Development Plan and Supporting Documents were tabled and advertised for representations / submissions by the local community, Provincial and National Treasury on the 9<sup>th</sup> of April to 9<sup>th</sup> May 2025. All representations / submissions received before the 14<sup>th</sup> May 2025 were dealt with by council where-after an operational budget of R 423 million and a capital budget of R 135 million was approved. Copies of the approved 2025/2026 Annual Budget and supporting documents are available at the Lady Grey offices, Barkly East administrative unit, the Sterkspruit administrative unit and the local libraries from 09 June 2025.


**Copies of the documents are available at:****Contact Person**

Senqu Municipal Offices: Lady Grey	Sebe Skampula
Senqu Municipal Offices: Barkly East	Bongiwe Maronoti
Senqu Municipal Library: Sterkspruit	Sindiswa Sifumba

The Approved Budget, Budget Related Policies, Reviewed IDP for 2022-2027 (2025-2026) and Proposed Tariff Structure for the 2025/2026 Financial Year are also available on the municipal website at [www.senqu.gov.za](http://www.senqu.gov.za).


All other tariffs have increased by 6% with the exception of property rates, which increased by 4% and electricity, which is 12.5% and can be accessed on the Senqu Municipality website.

Municipal Manager  
Thembinkosi Mawonga  
06 June 2025

PROPERTY RATES TARIFFS FOR 2025/2026 FINANCIAL YEAR, EFFECTIVE 1 JULY 2025									
Increase: 4%									
Standard interest rate prime + 1% would be charged on all late payments									
Tariffs are applicable throughout SENQU municipality unless indicated otherwise.									
Assessment Rates is Non Vatable									
Where property values increased because of the implementation of a new general valuation roll the rand value increase charged for rates will be limited to the inflationary increase of the tariff for all standard rated properties with no material additions to the previous condition.									
No	Tariff Code	Property Category	Rate Ratio (to residential rate)	Impermissible	Reductions	Exemptions	Rebate	Tariff 2024/2025 " R"	Tariff 2025/2026 " R"
01	RES001	Residential properties	1 : 1	15 000		0	45 000	0.009346	0.009720
02	IND001	Industrial properties	1 : 1,33					0.012430	0.012927
03	BUS001	Business and Commercial properties	1 : 1,30					0.012150	0.012636
04	AGR001	Agricultural properties used for Agricultural Purpose	1 : 0,25		10%		40%	0.002336	0.002430
05	AGR002	Agricultural Properties used for Industrial Purposes	1 : 1,33					0.012430	0.012927
06	AGR003	Agricultural Properties used for Eco- Tourism, Conversation, Trading In or Hunting of Game	1 : 0,25					0.002336	0.002430
07	AGR004	Agricultural Properties not used for Any Purpose/ Purpose Unknown to Municipality	1 : 0,25					0.002336	0.002430
08	AGR005	Agricultural Properties used for Business and Commercial Purposes	1 : 1,30					0.012150	0.012636
09	PSI001	Public Service Infrastructure properties	Exempt					0.000000	0.000000
10	PSP001	Properties owned by an municipality and used by state Provincial/National purposes	1 : 1,30				20%	0.012150	0.012636
11	PSP002	Properties owned by Public Benefit Organisations and used for specified public benefit activities	Exempt				100%	0.000000	0.000000
12	PSP003	State- Owned Properties that Provide Local Services	1 : 1,30					0.012150	0.012636
13	PSP004	State/ Owned Properties that Provide Regional/ Municipal District- Wide Services	1 : 1,30				20%	0.012150	0.012636
14	PSP005	State/ Owned Properties that Provide Provincial/ National Services	1 : 1,30				20%	0.012150	0.012636
15	PRA001	Protected areas	Exempt					0.000000	0.000000
16	MUN001	Municipal properties	Exempt					0.000000	0.000000
17	PMM001	Public monuments and memorials	Exempt					0.000000	0.000000
18	UPA001	Unregistered Properties (Administrative Purposes)	Exempt					0.000000	0.000000
19	CLR001	Communal land and Land Reform Beneficiaries	Exempt					0.000000	0.000000
20	PWV001	Place of Worship and Vicarage	Exempt					0.000000	0.000000
21	VAC001	Vacant Land	01:01,5					0.014019	0.014579

<b>ELECTRICITY TARIFFS &amp; CHARGES 2025/2026</b>		
Increase approximately 12,5%		
All tariffs exclude VAT		
Standard interest rate prime + 1% would be charged on all late payments		
Implementation subject to NERSA final approved rates		
Tariffs are applicable throughout SENQU Municipality unless		
DESCRIPTION	Tariff 2024/2025 " R"	Tariff 2025/2026 " R"
<b>Domestic (Pre-paid metering) single phase 0-60 AMP FBS</b>		
Basic / Availability Charge – per month	-	-
Energy Charge – per Unit (kWh) (1 – 50kWh)	-	-
Energy Charge – per Unit (kWh) (51 – 350kWh)	218.29	245.57
Energy Charge – per Unit (kWh) (351 – 600kWh)	317.42	357.10
Energy Charge – per Unit (kWh) (> 600kWh)	373.80	420.53
<b>Also see Council's Free Basic Services &amp; Indigent Subsidy Support Policy</b>	-	-
<b>Domestic (Pre-paid metering) single phase 0-60 AMP NONE FBS</b>	-	-
Basic / Availability Charge – per month	-	-
Energy Charge – per Unit (kWh) (1 – 50kWh)	169.74	190.95
Energy Charge – per Unit (kWh) (51 – 350kWh)	218.29	245.57
Energy Charge – per Unit (kWh) (351 – 600kWh)	317.42	357.10
Energy Charge – per Unit (kWh) (> 600kWh)	373.80	420.53
<b>Domestic (Pre-paid metering) three phase 0-60 AMP</b>	-	-
Basic / Availability Charge – per month	-	-
Energy Charge – per Unit (kWh) (1 – 50kWh)	172.28	193.82
Energy Charge – per Unit (kWh) (51 – 350kWh)	221.58	249.28
Energy Charge – per Unit (kWh) (351 – 600kWh)	348.59	392.17
Energy Charge – per Unit (kWh) (> 600kWh)	381.00	428.63
<b>Domestic : Demand 0 -60 Amp (Credit Metering)</b>	-	-
Basic / Availability Charge -per month	277.86	312.59
Energy Charge – per Unit (kWh) (1 – 50kWh)	169.74	190.95
Energy Charge – per Unit (kWh) (51 – 350kWh)	213.67	240.38
Energy Charge – per Unit (kWh) (351 – 600kWh)	306.74	345.08
Energy Charge – per Unit (kWh) (> 600kWh)	356.66	401.24
<b>Domestic : Demand 60 Amp + (Credit Metering)</b>	-	-
Basic / Availability Charge -per month	655.93	737.92
Energy Charge – per Unit (kWh) (1 – 50kWh)	169.74	190.95
Energy Charge – per Unit (kWh) (51 – 350kWh)	213.67	240.38
Energy Charge – per Unit (kWh) (351 – 600kWh)	306.74	345.08
Energy Charge – per Unit (kWh) (> 600kWh)	356.66	401.24
<b>Commercial (Pre -paid metering) 0 -60 AMP - Single Phase</b>	-	-
Energy Charge -per Unit (KWh) consumed	377.48	424.66
<b>Commercial (Pre -paid metering) 0 -60 AMP - Three Phase</b>	-	-
Energy Charge -per Unit (KWh) consumed	390.53	439.34
<b>Commercial: Small / Medium - (Credit Metering) 0-60 AMP</b>	-	-
Basic / Availability Charge - per month	812.45	914.01
Energy Charge - per unit (KWh) consumed	314.53	353.85
<b>Commercial: Large - (Credit Metering) 0 to undifined AMP</b>	-	-
Basic / Availability Charge - per month	2 371.91	2 668.40
Energy Charge - per unit (KWh) consumed	317.07	356.70
Network / Demand Charge - per unit (KVA) consumed	128.43	144.49
	-	-

<b>Farms 0 to undifined AMP</b>	-	-
Basic / Availability Charge per month	796.27	895.81
Energy Charge -per Unit (KWh) consumed	307.59	346.04
Network Demand Charge - (KVA) per Unit	126.93	142.79
	-	-
<b>Consumer Deposits (to be paid prior to connection)</b>	-	-
Domestic / Residential	3 130.96	3 522.33
Business / Commercial (Small / Medium): 0 - 60 Amp	7 827.39	8 805.81
Business / Commercial / Industrial: 60 -150 Amp	21 394.90	24 069.26
Businesses / Commercial / Industrial: 150 Amp +	39 137.21	44 029.36
	-	-
Other	-	-
New Connection (to be paid in advance)	-	-
Re - connecting existing connection	782.78	880.63
Re - connecting (after default / dis-connection )	861.08	968.71
Test Meter (Not Refundable)	782.78	880.63
Illegal Connection or tempering of KWH Meter	6 485.89	7 296.62

REFUSE REMOVAL TARIFFS & CHARGES 2025/2026		
Increase approximately 6%		
All tariffs exclude VAT		
Standard interest rate prime + 1% would be charged on all late payments		
Tariffs are applicable throughout SENQU municipality unless indicated otherwise		
	Tariff 2024/2025 " R"	Tariff 2025/2026 " R"
<b>Domestic Consumers</b> (per month for one removal per week)	189.63	201.00
Additional removal (per load or part thereof)	189.63	201.00
	-	-
	-	-
	-	-
<b>Commercial Consumers</b> (per month for two removals per week)	405.84	430.19
Additional removal (per load or part thereof)	405.84	430.19
	-	-
<b>Public Service Purpose Departments (Schools, hotels, SAPS, prison, hospitals, etc)</b> ( per month for two removals per week)	2 406.34	2 550.72
Additional removal (per load or part thereof)	405.84	430.19
	-	-
<b>Garden Refuse</b> (per load) (to be paid in advance )	405.84	430.19
	-	-
<b>Building Rubble</b> (per load) (to be paid in advance )	703.58	745.79
	-	-
<b>Cleaning of erven</b>	405.84	430.19
<b>Penalty for Illegal Dumping</b>		
MICRO Business Turnover < R20m	-	5 000.00
Small Business Turnover Between R20M -and R40M		15 000.00
Medium Business Turnover Over R 40M		50 000.00

**LOCAL AUTHORITY NOTICES • PLAASLIKE OWERHEIDS KENNISGEWINGS**

**LOCAL AUTHORITY NOTICE 1415 OF 2025**



**WAY LEAVE BY-LAWS**

**KING SABATA DALINDYEBO MUNICIPALITY****TECHNICAL SERVICES DIRECTORATE****STANDARD BY-LAW RELATING WAY LEAVE**

The Municipal Manager of King Sabata Dalindyebo Municipality hereby, in terms of Section 13(a) of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000), publishes the by-laws relating to Wayleave by Law for King Sabata Dalindyebo Municipality, as approved by the Council, as set out hereunder.



## **INTERPRETATION**

### **Definition and Interpretation**

1(1) In these By-Laws, unless the context otherwise indicates: -

“authorized agent” means an agent which is authorized by the Council to perform specified services;

“Code” means the Code of Practise for work in the Road Reserve as approved by the Council and as agreed to by the parties including any appendices attached hereto:

“Council” means: -

a) The King Sabata Dalindyebo Municipality established by Provincial Notice No. 6766 of 2000 dated 1 October 2000, as amended, exercising its legislative and executive authority through its Municipal Council; or

b) Its successor in title; or

c) A structure or person exercising a delegated power or carrying out an instruction, where any power in these by-laws has been delegated or sub-delegated, or an instruction give, as contemplated in Section 59 of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000); or

d) A service provider fulfilling a responsibility under these by-laws, assigned to it in terms of Section 81(2) of the Local Government: Municipal Systems Act, or any other law, as the case may be.

“public road” means road, sidewalk, island in a road, subway, avenue, bridge, as shown on the general plan of a township or in respect of which the public has acquired a prescription or other right of way and which is vested in the Council in terms of the Municipal Ordinance 1974 (Ordinance 20 of 1974), or Section 2 of the Divisional Councils Ordinance 1976 (Ordinance 26 of 1976), or any amendments thereto and includes a street and a sidewalk.

“road authority” means the organization or authorized agency appointed by the Council that is responsible for providing and maintaining the road network within the municipal area of the Council; Directorate of Engineering Services: Roads Section.

“road reserve” means the full width of a public road, and includes the verge and the roadway;

“service” means any system for supplying a public need that a service agency has on the road reserve;

“service agency” means that any Municipal Department, public agency, company or utility that has a service in the road reserve;

“sidewalk” means that portion of street between the outer boundary of the roadway and the boundary lines of the adjacent property or buildings which are intended for the use of pedestrians;

“stormwater” means water resulting from natural precipitation or accumulation and includes rain water, surface water, subsoil water or spring water;

“stormwater drain” means a pipe, conduct or surface channel situated on a site, which is used to convey stormwater to a suitable point of discharge;

“street” has the meaning assigned thereto by Section 2 of the Municipal Ordinance, 1974 (Ordinance 20 of 1974), or Section 2 of the Divisional Councils Ordinance, 1976 (Ordinance 18 of 1976), or as amended thereto, and, except where inconsistent with the context, includes a sidewalk;

“vehicle” has the meaning assigned thereto by Section 1 of the Road Traffic Ordinance, 1966 (Ordinance 21 of 1966);

“wayleave” means a formal approval to carry out work in the road reserve;

“work in the road reserve” means any activity, including the activities provided for in Section 2 of this Code, carried out within the road reserve.

(2) The provisions of the Code of Practice for work in the road reserve set out in Schedule 2 of the By-Laws, form part and parcel by these by-laws for all purposes.

## **CODE OF PRACTISE FOR WORK IN ROAD RESERVE**

### **FOREWORD**

Although the road authority is solely responsible for its own road network, the value of other services in the road reserve are often more than that of the road itself and therefore require as much maintenance, rehabilitation and replacement. These activities, together with the work that has to be carried out on the road itself, result in considerable delays, inconvenience, danger and additional costs to the road users. Furthermore, any work which is done in the road reserve can have serious cost implications as a result of the following:

- Damage to roads and other services
- Damage to vehicles
- Injury to vehicle occupants or pedestrians
- Reduction of the effective life of the road, footway or other services; and
- Time and social costs caused by delays

There is therefore a need to ensure careful control and co-ordination of all work in the road reserve. This is the duty of the road authority who is the custodian of all municipal road reserves. In order to fulfill this duty, the road authority produced this document that attempts to ensure maximum co-ordination and co-operation between all the various departments and agencies that

have to share the road reserve to provide Services to their customers.

It is the aim of this document to minimize the effect of all work in the road reserve to the benefit of all concerned, and in particular the ratepayers, road users (motorists and pedestrian), service agencies and the road authority. Included are the procedures to apply, process and approve wayleaves, procedures to follow while doing the work, and on completion of the work, as well as specifications according to which the work must be done.

This initiative can only succeed if every agency and department that works in the road reserve co-operate by working according to this Code and by providing feedback on how the system can be improved.

## **DEFINITIONS**

In this Code, unless the context otherwise indicates-

“authorized agent” means an agent which is authorized by the Council to perform specified services;

“Code” means the Code of Practise for work in the Road Reserve as approved by the Council and as agreed to by the parties including any appendices attached thereto;

“Council” means –

- a) The King Sabata Dalindyebo Municipality established by Provincial Notice No. 6766 of 2000 dated 1 October 2000, as amended, exercising its legislative and executive authority through its Municipal Council; or
- b) its successor in title; or
- c) a structure or person exercising a delegated power or carrying out an instruction, where any power in these by-laws has been delegated or sub-delegated, or an instruction given, as contemplated in Section 59 of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000); or
- d) a service provider fulfilling a responsibility under these by-laws, assigned to it in terms of Section 81 (2) of the Local Government: Municipal Systems Act, or any other law, as the case may be.

“road authority” means the organization or authorized agency appointed by the Council that is responsible for providing and maintaining the road network within the municipal area of the Council; Directorate of Engineering Services: Roads Branch

“road reserve” means the full width of a public road, and includes the verge and the roadway;

“service” means any system for supplying a public need that a service agency has on the road reserve;

“service agency” means any municipal department, public agency, company or utility that has a service in the road reserve;

“wayleave” means a formal approval to carry out work in the road reserve;

“work in the road reserve” means any activity, including the activities provided for in Section 2 of this Code, carried out within the road reserve.

## **1. PROCEDURE**

1.1 The basic procedure which is required for work in the road reserve is as follows:

1.1.1 Approval must first be obtained for the proposed work from the relevant municipal department or authorized agent.

1.1.2 Any wayleave must then be applied for in accordance with the procedure set out in this document before any approved work can be carried out in the road reserve.

1.1.3 If the wayleave application conforms to the requirements in this document, a wayleave will be issued by the road authority which allows for the work to be carried out.

1.1.4 The road authority must be informed 48 hours prior to the commencement of the work.

1.1.5 The work must be carried out according to the procedures and specifications in the Code, the conditions under which the work was approved and any other requirements of every affected service agency;

1.1.6 On completion of the work all trenches and excavations in the road reserve must be backfilled and reinstated according to the specifications contained in the Code.

1.1.7 On completion of the work and temporary or permanent reinstatement, as applicable, a completion notice must be sent to the road authority by the wayleave holder. A reinstatement order must accompany the completion notice for the road authority has to do the permanent reinstatement.

1.1.8 The road authority will then carry out an inspection and issue a certificate of completion once all requirements have been met.

1.2 The code applies to every person who carries out work in municipal road reserves in the municipal area of the Council, such as internal municipal departments, external organizations, service agencies and contractors. It does not apply to work in national or provincial road reserves within the municipal area of the Council.

1.3 The road authority undertakes to inform the relevant service agency in writing before commencing with any work in the road reserve that may affect the services of the service agency in the road reserve.

## **2. WORK IN THE ROAD RESERVE**

2.1 Work in the road reserve includes the digging of trenches, tunneling, erection of signboards, erection of structures, shaping and landscaping and any other work that may affect motorists, cyclists, pedestrians, the road, footways, kerbing, traffic signs, traffic calming, traffic signals, street lighting, underground or overhead services or any other structure or service that is contained within the road reserve.

2.2 For Fiber installation: All fiber network will be installed in the sleeve provided and pay rental as per tariffs of the KSD Municipality, if there is no existing sleeve the service provider will install sleeves that will accommodate a minimum of ten (10) fibers at no cost to the municipality.

2.2.1 The specification of sleeve will be agreed with KSD Municipality.

2.2.2 The sleeve will be the property of KSD Municipality.

2.2.3 This clause also apply in the maintenance of the existing network.

## **3. WAYLEAVE**

3.1 The road authority has jurisdiction over the road reserve and no work may be done on the road reserve before a wayleave in respect thereof has been issued by the road authority. Any person working in Roads reserve without approval will be guilty . A wayleave is permission ("leave") to cross the "way", i.e. the road.

3.2 To obtain a wayleave, a wayleave application form (see Appendix A) must be submitted, accompanied by three copies of the approved drawing showing details of the proposed work. Details required on the drawing are:-

3.2.1 a clear depiction of the proposed work

3.2.2 where any service is to be installed, the depth of the every service below the level of the surface of the road;

3.2.3 distance of the service from the road reserve boundary (i.e. the property boundary)

3.2.4 position and extent of all structures including underground structures such as manholes, chambers, junction boxes, etc.

3.3 Once all these requirements have been complied with, a wayleave will be issued by the road authority. An example of a wayleave appears in Appendix A.

3.4 The application for a wayleave must be submitted timeously to ensure that a wayleave can be issued before the work is programmed to start. Work being carried out in the road reserve without a wayleave will be stopped by the road authority and penalty will be imposed. A copy of the wayleave must therefore always be on site when work is being done in the road reserve.

3.5 The wayleave holder accepts full responsibility for all costs associated with the work, including any damage to any other service, the cost of relocation of any other service, backfilling and reinstatement, test and any claim that may result from the work.

3.6 Only work described in the wayleave may be done and only at the locations given in the wayleave. The work described in the wayleave must commence within 60 days of date of issue of the wayleave, failing which the wayleave lapses and re-application is required.

3.7 For quality control and safety measures. No more than four (4) way leave permit will be granted at the same time and each road must have separate way leave.

#### **4. COSTS**

##### **4.1 WAYLEAVE COSTS: ADMINISTRATION AND SUPERVISION FEES**

4.1.1 The Administration and Supervision Fees are standardized non-refundable upfront payments, the value of which is set out in a tariff schedule as determined and compiled by the Municipal Council on the recommendation of the Municipality.

4.1.2 The Administration and Supervision Fees also cover the Municipality's compensation for use and occupation to its land, services offered by the Municipal officials to process the wayleave application and to administer the process upon approval, and to cover the costs of the municipal official or engineer designated to inspect and where necessary supervise the execution of the works.

4.1.3 The categories of Administration and Supervision Fees payable to the Municipality are as per table below:

##### **4.2 WAYLEAVE COSTS: REFUNDABLE SECURITY BANK GUARENTEE**

4.2.1 Upon approval of the Wayleave Application, the Wayleave Permit will be required to issue security in the form of a bank guarantee in favor of the KSDM , the amount of which will be determined based on the following:

- The nature of the work (e.g. the manner of the installation work)
- The impact of the work proposed (i.e. taking into account the nature and value of

the surfaces or land area affected); and the extent of the surfaces or land area affected, taking into account the length of the trench (per m<sup>2</sup>), the situation of the trench and the nature of the surface.

- No security will be payable or required for work done by Internal Municipal Directorates themselves.
- 4.2.2** The Municipality will hold this deposit for a period of twelve (12) months making up the defects liability period. The Municipality reserves the right to use this security bank guarantee to recover any costs it incurs as a result of defective, substandard or non-compliant works by the Wayleave Permit Holder.
- 4.2.3** The Municipality reserves its right to recover any costs actually incurred for remedial or rehabilitation work that it must perform as a result of defective, substandard or non-compliant work by a Wayleave Permit Holder, irrespective of whether a security guarantee is deemed released and restored to the issuer.
- 4.2.4** The Municipality may upon further inspection and satisfaction that there are no defects arising consequent to the installation of services or that applicant has made good such defects in the road reserve, re-statement of the road surface, pavement layers, footpaths etc. release and restore the security guarantee to the applicant.
- 4.2.5** It is an express condition of this approval that the Wayleave Permit Holder indemnifies and holds the municipality harmless against any claims, demands or losses incurred as a result of any work performed in terms of the Application Form and under any Wayleave approval.
- 4.2.6** It is the responsibility of the Wayleave Permit Holder to ensure that any of its contractors or agents engaged in the implementation of the work is in possession of valid and sufficient public liability insurance cover.

### **4.3 MAINTENANCE FEES**

4.3.1 The maintenance Fees are standardized non-refundable upfront payments, the value of which is set out in a tariff schedule as determined and compiled by the Municipal Council on the recommendation of the Municipality.

## **5. EXISTING SERVICES IN THE ROAD RESERVE**

5.1 The wayleave holder must obtain information from every service agency supplying a service within the municipal area of the Council on the location of its service. Every service must then be indicated on the drawings to be submitted with the wayleave application form. Every service agency may impose additional conditions relating to work in the vicinity of its service.

5.2 As part of the undertaking/indemnity on the wayleave application form, the applicant has to confirm that the necessary information has been obtained from every service agency and has to undertake to adhere to any additional condition imposed by any service agency.

## 6. **ROAD CATEGORIES**

6.1 All roads are classified into one of the following categories as described below. The category of a road determines the nature of the specification for backfilling and reinstatement.

6.2 The following definitions apply for the road categories:

Function	Category	Road Type	Administration
A (Class 1)	A1	National Roads	SANRAL
	A2	Primary – (inter) provincial.	Eastern Cape DORT
	A3	Urban Freeway/Motorway	Road Authority
B (Class 2)	B2	Primary – (inter) provincial.	Eastern Cape DORT
	B3	Major – (inter) urban arterials	Road Authority
C (Class 3)	C2	(Inter) district connectors.	Eastern Cape DORT
	C3	Minor (intra) urban arterials	Road Authority
D (Class 4)	D2	Intra district connectors	Eastern Cape DORT
	D3	(Intra) district collectors	Road Authority
	D4	(Intra) district collectors & industrial roads	Road Authority
E (Class 5)	E4	Urban distributors	Road Authority
F (Class 6)	F4	Local access roads	Road Authority
G (Class 7)	G5	Private roads / Cul-de-Sac	Road Authority/Residents

6.3 Every road has been categorized into one of the above by the road authority and this information can be obtained from it.

## 7. **PROTECTED ROADS**

7.1 Over and above the seven road categories, defined in Section 6 of the Code, certain roads are further classified as protected roads (no-dig roads).

7.2 A protected road is a road across which no digging of trenches is permitted. A road is protected if it has been designated a protected road by the road authority. A road is designated as protected when it is of particular strategic importance or if it poses special engineering difficulties. Every arterial is, for example, protected. Any road that has been newly constructed, overlaid, or resurfaced will be protected for a period of seven years.

7.3 If a road is protected it will be indicated as such on the wayleave.

7.4 A protected road may only be crossed using a trenchless method. If a trenchless method cannot be used for some reason in a protected road, special permission to excavate must be obtained from the road authority.

## 8. **TRAFFIC SIGNS AND BARRICADING**

8.1 It is the responsibility of the wayleave holder to ensure that any law regarding traffic safety, traffic signs and barricading is complied with.



8.2 The wayleave holder must take all necessary measures and provide all necessary facilities to ensure an adequately safe and easy passage for traffic and pedestrians through areas in which work is in progress or is uncompleted.

8.3 Any traffic sign and barricading must be done according to the latest edition of the South African Roads and Traffic Signs Manual (SARTSM), Volume 2, Chapter 13. An extract from that document appears in Appendix B.

8.4 A wayleave holder must contact the relevant traffic authority to ensure that all requirements have been met for the particular location where the work is being done.

8.5 The importance of adequate traffic signs and barricading must be stressed. These measures are intended to ensure the maximum safety for motorists, pedestrians and workers and also the minimum disruption of vehicles and pedestrians. Work sites must be properly barricaded and signed irrespective of how long the work will take.

## 9. **ROAD CLOSURES**

9.1 The granting of a wayleave does not give the wayleave holder the authority to close the road completely to traffic. Methods of construction and programmes of work must be determined on the basis that no road, or portion of road, may be completely closed to traffic for any appreciable period.

9.2 In exceptional circumstances permission will be granted for the closure of a road or portion of road to traffic, subject to the provisions of any law. The wayleave holder must apply to the road authority and traffic department separately for approval of such closure two weeks prior to the road being closed. Such a road closure will be approved for a specific period i.e. from and to a specific time on a specific date and is only valid for this specific period. If the work is not completed in this specific period, an application for a new road closure will have to be made.

9.3 Work carried out on any arterial, major collector and CBD road will be restricted to outside the following periods, namely from 6:30 to 09:00 and 15:30 to 18:00, to ensure free flow of traffic during peak hours.

## 10. **EXCAVATIONS**

10.1 The area which is excavated must always be kept to a minimum. The width of the trench must be uniform in length and in depth, in other words the sides must be parallel and vertical. The top of the trench must be cut with a saw to ensure smooth uniform edges.

10.2 The minimum depth that any service may be placed under a road is 800mm measured from the level of the surfacing of the road to the top of the service. The minimum depth at any other place in the road reserve, e.g. on a verge, is also 800mm measured from the lowest level of the surfacing of the road and not from natural ground level. Any service not subject to being laid at a specific grade such as water pipes and cables, should not be placed at a depth in excess of the 800mm as this could interfere with a future service that has to be laid at a specific grade, such as sewers and stormwater pipes.

10.3 All excavated material and equipment must be placed and demarcated in such a way as to cause the minimum disruption to vehicles and pedestrians. A safe passage must be kept open for pedestrians at all times.

10.4 The wayleave holder will be responsible for any damage to any existing service. Any service, indicated on the drawings or on site by a representative from any service agency, must be opened by careful hand digging. If the service cannot be found, the relevant service agency must be contacted again for further instructions. Under no circumstances may a wayleave holder dig with mechanical equipment before every known service have been found and marked. When found, a service must be marked and protected or supported as required by the owner. If any service needs to be moved, instructions from the owner must be followed carefully. The wayleave holder will be responsible for all movement costs. If any service is damaged during excavations, the relevant service agency must be contacted immediately.

10.5 Adequate preventative measures must be taken to ensure that no water (e.g. due to rain) flows into the open trenches since this will result in the weakening of the structural layers of the road. Any water that is present in a trench must be pumped out before backfilling. Water must be pumped into the stormwater system and not into a sewer manhole. Any material that has become wet must be removed from the bottom of the trench before backfilling.

10.6 The wayleave holder must prevent any foreign material from entering any drain and ensure that silting does not occur either from pumping operations or as a result of rain. If any silting or other contamination does occur, the wayleave holder must clean the drain or request the road authority to do it at the cost of the wayleave holder.

10.7 All re-usable material such as concrete blocks, slabs, kerbs, gutters, channels, and stormwater inlets must be removed with care and re-used if possible.

10.8 If any street furniture (e.g. street names, traffic signs, bus shelters, etc) has to be removed, arrangements must be made with the relevant authority for the removal, storage and re-erection.

10.9 If an excavation is made through entrances to properties, access must be maintained by using steel plates, planks or other temporary bridges of sufficient strength and properly secured against movement. The occupants of the properties must be kept informed at all times of how their access will be affected.

## **11. TRENCHLESS METHODS**

11.1 If the trenchless method is used, disruption of traffic flow and pedestrian movement can be reduced considerably or totally eliminated. However, it is important that the wayleave holder using such method must have all necessary equipment and expertise to complete the work successfully. Trenchless methods can be used for all road categories but must be used for all roads classified as protected in terms of Section 7.

11.2 The position of every existing service must be located accurately. If any service is damaged, the wayleave holder will be responsible for all costs to repair such damage.

11.3 The depth to the top of any tunnel that is drilled for the installation of a new service, must

be at least 800mm measured from the level of the surfacing of the road.

## **12. EMERGENCY WORK**

12.1 Emergency work is defined as any work which is required to prevent or end a dangerous situation, to prevent or end an unplanned interruption in the supply of a service, or to avoid any substantial losses.

12.2 The road authority must be informed of emergency work by the service agency concerned in writing within 24 hours from commencing such work. If the road authority is not timeously informed, the work will be reinstated by the roads authority and the cost thereof will be invoiced against the service agency at the increased tariff for work without a wayleave permission.

## **13. SPECIFICATIONS FOR BACKFILLING AND REINSTATEMENTS**

### **13.1 General**

13.1.1 Any trench activity disturbs the structural integrity of a road or footway. Backfilling and reinstatement must therefore be done in such a way as to ensure that the reinstated trench and its immediate surroundings do not fail structurally, thus resulting in road user discomfort and increased costs.

13.1.2 Backfilling refers to the replacement of the structural layers in the trench or excavation and includes the base, subbase, selected subgrade and subgrade but excludes the surfacing.

13.1.3 Reinstatement refers to replacing the bituminous surfacing or paving blocks in the case of roads, or the paving blocks, paving slabs, bituminous surfacing or grass in the case of footways and verges.

13.1.4 Backfilling must in every case be done by the wayleave holder in accordance with the applicable specifications in Section 13.2 and 13.3. Permanent reinstatement (100mm asphalt layer), as specified in Section 13.4 and 13.5 must be done by the road authority.

13.1.5 If the permanent reinstatement must be done by the road authority, the wayleave holder must do a temporary reinstatement as specified in Section 13.7. The wayleave holder will then be charged for the permanent reinstatement at the applicable rates. A reinstatement order must in such case be submitted together with the completion notice. The temporary reinstatement will be removed by the road authority and the backfilling will then be tested. If this does not comply with the applicable specifications it will be replaced at the cost of the wayleave holder. These costs are to be over and above the normal reinstatement costs.

### **13.2 Preparation of the Bottom of the Trench and Backfilling around Service**

The trench bottom must be prepared and compacted according to the requirements of the service agency concerned, to ensure that the service is not damaged. The same applies to the backfilling around the service. If any service with a diameter of more than 300mm is installed, the subgrade material used for the reinstatement must be soilcrete (in-situ material mixed with 8% cement), placed with poker vibrators up to a level of 300mm above the top of the service.

**Backfilling of Road Reserve**

13.2.1 The minimum requirements of the road authority are that the structural layers of the backfilled trench, i.e. the base, subbase, selected subgrade and subgrade down to a depth of 800mm below the level of the surfacing of the road, must have at least the same shear strengths as those of the adjacent undisturbed structural layers.

13.2.2 It should be noted that it is generally very difficult to obtain the same quality structural layers in the confinement of a narrow trench as that of the undisturbed adjacent structural layers when the same materials are re-used.

13.2.2 One of the following methods must therefore be used to ensure adequate shear strengths in trench filling. The wayleave holder may use one of the following three methods for backfilling:

**Method A. Re-using excavated material**

During excavation of the trenches, the material from the top 400mm of the excavation (or in the case of arterials, collectors and industrial roads the top 550mm) must be stockpiled separately from the rest of the material being excavated. This material must then be improved through chemical stabilization with cement and used for the base and subbase layers during backfilling, and in the case of arterials, collectors and industrial roads also for the selected subgrade layers.

The requirements for this method is given in Figure 1 following on Section 13.8.7.

If the material is not stockpiled separately during excavation, the road authority will require that material with the required properties be imported. Material which was originally stabilized cannot be re-used and must be discarded.

**Method B Importing Material**

Import a G5 gravel material and stabilize with 60kg of cement per m<sup>3</sup> of material. Water must be uniformly mixed into the material. The material must then be placed in the trench in 75 to 100mm layers and compacted to the required Mod. AASHTO densities as specified in Figure 1 to the Code. The final layer must be finished to a level of 100mm below the level of the surrounding sound surfaced of the road.

**Method C Low strength concrete: Specially designed concrete mix (SDCM) for Trench Backfilling**

All road Trenches/Openings: Place 300mm SDCM concrete of minimum 2.5Mpa crushing strength (28 days) and manufactured to an approved manufacturer's specification. The SDCM concrete mix is to be placed 50mm below the level of the surrounding sound surface of the road. The rest of the trench is backfilled with selected approved material compacted to 90% of Mod AASHTO density.

All Footway Trenches/Opening: Place 150mmSDCM concrete of minimum manufacturer's specification. The SDCM concrete mix is to be placed 30mm below the level of the surrounding sound surface of the road. The rest of the trench is backfilled with selected approved material compacted to 90% of MOD AASHTO density.

13.2.3 Quality control of the backfilled structural layers can be done by measuring the shear strengths of the adjacent structural layers as well as that of the backfilled layers. The shear strength can be measured with a dynamic cone penetrometer (DCP) or a rapid compaction control device (RCCD). Although the shear strengths of the backfilled layers will be measured against the undisturbed structural layers, an indication of probable acceptance on most roads can be obtained from the typical DCP and RCCD Penetration diagram shown on Figure 2 following on Section 13.8.7.

### 13.3 **Backfilling of Footways**

13.3.1 Any footway, where there is no possibility of vehicles crossing the footway, must be backfilled using the C5 material, placed in the trench in 150mm layers and compacted to 90% Mod AASHTO density (maximum DCP penetration of 19mm/blow) for all layers below the base and 93% Mod AASHTO density (maximum DCP penetration of 14mm/blow) for the base.

13.3.2 Any footway where there is a possibility of light vehicles (cars and LDV's) crossing the footway, typically where there is mountable kerbing, must be backfilled using Method A or Method B described in Section 13.3.3 according to the standards for local streets specified in Figure 1 following on Section 13.8.7.

13.3.3 Where any heavy vehicles make use of a footway, such as loading zones in industrial areas, the footway must be backfilled using Method A or Method B described in Section 13.3.3 according to the standards for arterials, collectors and industrial roads on Figure 1 following on Section 13.8.7.

13.3.4 Any excavation in an unconstructed verge must be backfilled in such a way that the verge is in the same condition after backfilling as it was before excavation. All excess material must be removed and not spread over the verge. Topsoil must be removed and stored separately and replaced as the final layer if required.

### 13.4 **Permanent Reinstatement of Roads**

13.4.1 The same method of reinstatement must be used independent of the method of backfilling of the structural layers.

13.4.2 The permanent reinstatement of the surfacing must consist of 100mm hot-mix asphalt. The lower 70mm can be "blackbase" (26.5mm nominal stone size, continuously graded) and the top 30mm fine (4.75mm nominal stone size, continuously graded). Cold mix may only be used only for temporary reinstatement. Both these surfacing layers must be compacted to 95% Marshall density.

13.4.3 The reinstated surfacing must be at least 100mm wider than the trench on both sides to accommodate any edge break where saw cutting was not possible.

13.4.4 The material used for the reinstatement of the surfacing must comply with the relevant requirements of Section 4200: Asphalt Base and Surfacing of the Committee of Land and Transport Officials (COLTO) or its successor in title, Standard Specification for Road and Bridge

Works.

13.4.5 In the case of any road surfaced with interlocking paving blocks, the general procedure would be to re-use the material removed during the excavation of the trench. If new material has to be used, it must be of the same type and size as the existing material and must comply with the requirements of SABS 1058-1985, as amended.

### 13.5 **Permanent Reinstatement of Footways**

13.5.1 Material used must comply with the following requirements.

- a) **Precast concrete kerbs and channels:** Any precast concrete kerbs and channel must comply with the requirements of Section 2300: Concrete Kerbing, Concrete Channeling, Open Concrete Chutes and Concrete Linings for Open Drains of the COLTO Standard Specification for Road and Bridge Works. All cast in-situ concrete must be Class 25/19.
- b) **Concrete paving blocks:** All concrete paving blocks must comply with the requirements of SABS 1058-1985 as amended.
- c) **Cast In-situ concrete:** All cast in-site concrete must comply with the relevant requirements of Section 6400: Concrete for Structures of the COLTO Standard Specification for Roads and Bridge Works. All cast in-site concrete must be Class 25/19.
- d) **Precast concrete paving slabs:** All concrete paving must comply with the requirements of SABS 541-1971, as amended.

13.5.2 Any constructed footway must be reinstated with the same surfacing materials that existed originally (e.g. concrete blocks, slabs, etc.). Material may be re-used if undamaged, or else replaced with similar material.

13.5.3 If a private driveway and footway with non-standard materials are to be excavated, the owner of the property concerned must be informed in advance and in writing of the intended work. The owner must then supply the wayleave holder with the materials that are to be used for the reinstatement.

13.5.4 If any unconstructed verge has an established lawn, this must be removed, stored and replaced in sods in such a way that the lawn is in the same condition after reinstatement as it was before excavation. If the sods are allowed to dry out or become damaged in any way, they must be replaced with similar sods.

13.5.5 If any unconstructed verge has been planted with garden vegetation other than lawn, the owner of the adjacent property must be consulted before excavation, to obtain instructions on what to do with the plants that are affected. Every effort must be made to preserve all plants.

### 13.6 **Temporary Reinstatements by the Wayleave Holder**

If the permanent reinstatement is to be done by the road authority, the wayleave holder must do temporary reinstatement with a suitable material that is compacted to an adequate density to

ensure that it will carry the traffic for a period of at least 14 days without deforming or potholing. The temporary reinstatement must be maintained by the wayleave holder in a serviceable condition for a period of 14 days from the date on which the completion certificate has been issued by the road authority. After the 14 days period the maintenance will be taken over by the road authority.

It is recommended that cold mix asphalt be used for temporary reinstatement.

### 13.7 **Performance Specifications**

13.7.1 The performance of any trench permanently reinstated by the wayleave holder will be monitored for 12 months, during which period the wayleave holder will be held responsible for any remedial work that may be required.

13.7.2 The tests that were used for quality control (density or shear strength) will be used to determine whether or not the work was done according to specifications. The road authority may do additional tests if the quality control tests are not considered to be adequate.

13.7.3 Remedial work will be required if any of the following defects exists:

- a) Depressions;
- b) Humps (crowning);
- c) Edge depression (trips, vertical discontinuities) at the interface; or
- d) Cracking.

13.7.4 Any depression or hump will be measured with a straight edge across the reinstatement and will require remedial work if the following limits are exceeded over 100mm or more of the length of the trench:

Reinstatement Width (mm)	Height of Deformation or Hump as measured with straight edge (mm)
Up to 400	4
400 to 500	4
500 to 600	6
600 to 700	6
700 to 800	8
800 to 900	8
Over 900	8

13.7.5 Remedial work will also be required if a depression results in standing water wider than 500mm or exceeding one square metre, one hour after rain has stopped.

13.7.6 Any edge depression exceeding 10mm over 100mm or more of the length of the trench will require remedial work.

13.7.7 Any open crack wider than 3mm and longer than 100mm will require remedial work.

<b>Subgrade</b>	<u>Arterials, Collectors and Industrial Streets:</u> Local Street Material from top 550mm stockpile Stabilize with 4% OPC Compact to 93% Mod AASHTO	150	400
			800



RCCD Mm/3	10	20	30	40	50	60	70	80	90	100
DCP Mm/blo	2	4	6	8	10	12	14	16	18	20
Surfacing										
Base										
Subbase										
Subgrade										

250

800

00

**MAXIMUM PENETRATION**

**Figure 2**  
**Typical DCP and RCCD Penetration Diagram**

**14. COMPLETION NOTICE AND CERTIFICATE OF COMPLETION**

14.1 On completion of the work concerned the wayleave holder must fill in a completion notice and return it to the road authority within 24 hours (see Appendix A for an example and a completion notice). The road authority will then arrange a site meeting with the wayleave holder to do an inspection and to issue a certificate of completion if all requirements have been met. The 12-month guarantee period of permanent reinstatement by the wayleave holder, or the 14 day maintenance period for temporary reinstatement by the wayleave holder, commences on the day after the date of issue of the certificate of completion.

14.2 Completion of the work means that all work has been completed and that all material, equipment and rubble have been removed and the site is completely cleared and cleaned and that either the permanent or temporary reinstatement, as applicable, has been done by the wayleave holder.

14.3 If work involves more than one street link (street block), a completion notice must be submitted after completion of each link.

**KING SABATA MUNICIPALITY****PROCEDURE FOR WAYLEAVE APPLICATION**

<b>STEP 1:</b>	<b>BY APPLICANT</b>
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Obtain detailed information from all relevant service agencies with regard to all services adjacent to where the work is to be carried out. Provide them with a drawing at minimum scale 1:500, with NORTH POINT, BLOCK PLAN WITH STAND NUMBERS, STREET NAMES AND HOUSE NUMBERS (where possible). All service information must be obtained before applicant applies for wayleave.

*Please Note:*

If information of the position, or levels or the services are required, exposing and backfilling these services must be undertaken by hand. Give the relevant service agency two weeks prior notice to obtain this information.

<b>STEP 2:</b>	<b>BY APPLICANT</b>
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Prepare a drawing of the proposed work showing the following details:

1. PROPOSED WORK
2. DEPTH OF PROPOSED SERVICE BELOW ROAD LEVEL
3. DISTANCE OF PROPOSED SERVICE FROM BOUNDARY
4. POSITION OF ALL STRUCTURES INCLUDING UNDERGROUND STRUCTURES
5. EXTENT OF UNDERGROUND STRUCTURES
6. LOCATION OF ALL OTHER SERVICES

(If there is no service from a particular service agency for that area, written confirmation to that effect from that agency is required)

<b>STEP 3:</b>	<b>BY APPLICANT</b>
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The signed copies of the drawings and the signed application form must be handed over to the Roads Branch, for final approval.

<b>STEP 4:</b>	<b>BY APPLICANT</b>
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The Roads Branch office will check whether all requirements have been met.

The Roads Branch office will register the application. When it has been registered a wayleave number will be allocated and the wayleaves will be issued. The applicant must take note of all the special condition (see Annexure A in the Code).

The Roads Branch office will forward the details of the approved wayleave to the relevant District Engineer in whose area the excavation will take place and he will monitor the site and make sure that the correct standards and the Code is adhered to during the excavation. The District Road

Engineer must be present when the DCP tests are done to approve backfilling.

<b>STEP 5:</b>	BY WAYLEAVE OFFICE
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On completion of the work the applicant must contact the aRoads Engineer who will arrange a site meeting to sign off the completed work.

Thereafter a certificate of completion will be issued once all requirements have been met. The 12 month guarantee period of permanent reinstatements by the wayleave holder commences on the day after the date of issue of the certificate of completion.

**KING SABATA DALINDYEBO MUNICIPALITY****WAYLEAVE APPLICATION FORM**

Application is hereby made by the undersigned to do work in the road reserve as detailed below. The applicant undertakes to do the work according to the latest edition of the CODE OF PRACTICE FOR WORK IN THE ROAD RESERVE.

No work may commence before a wayleave is issued in respect thereof. All permanent reinstatements (100mm asphalt layer) will be done by the road authority unless specific permission is granted to the applicant to do it for this wayleave. All applicable fees are to accompany this application.

**APPLICANT**

AGENCY/DEPARTMENT/PRIVATE: \_\_\_\_\_  
 CONTACT PERSON: \_\_\_\_\_ CONTACT TEL. \_\_\_\_\_  
 CONTRACT FAX. \_\_\_\_\_ E-mail: \_\_\_\_\_  
 PROJECT NO. \_\_\_\_\_ ORDER NO. \_\_\_\_\_

**PROVISIONAL DATES**

STARTING DATE: \_\_\_\_\_ COMPLETION DATE: \_\_\_\_\_

**DRAWING NUMBER:** \_\_\_\_\_

**LOCATION OF WORK (give full details)**

SUBURB	:	_____	STREET NAME:	_____
STREET (FROM)	:	_____	STREET (TO):	_____
ERF NO'S	:	_____		
HOUSE NO'S	:	_____		

**EXCAVATION DETAILS:**

LENGTH OF EXCAVATION: RIDING SURFACE \_\_\_\_\_ m<sup>2</sup>: KERBS \_\_\_\_\_ m<sup>2</sup>  
 ASPH FOOTWAY: \_\_\_\_\_ m<sup>2</sup> INTERNAL BLOCK \_\_\_\_\_ m<sup>2</sup>  
 UNPAVED FOOTWAY \_\_\_\_\_ m<sup>2</sup>  
 SPECIAL NOTE

**For the purpose of planning work done by service providers, local streets may be regarded as unprotected unless it has been newly surfaced and provided that the first 20m from an intersection with any other class road are considered to be protected.**

THE FOLLOWING AGENCIES ARE AWARE THAT THE APPLICANT WILL BE WORKING WITHIN THE VICINITY OF THEIR SERVICES, HAVE GIVEN THE APPLICANT THEIR CONDITIONS FOR WORKING WITHIN THE VICINITY OF THEIR SERVICES AND THEREFORE HAVE NO OBJECTION TO APPLICANT APPLY FOR A WAYLEAVE.

AGENCY	REMARKS/SIGNATURE/DATE
ELECTRICITY	
WATER	
WASTEWATER	
TELKOM	
OTHER	

Road Authority OFFICE USE:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE RECEIVED                      NAME OF OFFICIAL                      SIGNATURE

APPROVED:

YES	NO	WAYLEAVE NO.	
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**UNDERTAKING INDEMNITY** \_\_\_\_\_**KING SABATA DALINDYEBO MUNICIPALITY****UNDERTAKING / INDEMNITY**

**I, the undersigned hereby,**

- Acknowledge the receipt of a brochure containing the procedures and conditions pertaining to wayleave application and understand that it will be my responsibility to contact the relevant service agencies within and outside the area of jurisdiction of King Sabata Dalindyebo Municipality, undertake to adhere to the conditions not applicable to this Department, e.g. TELKOM, ESKOM.
- Undertake to furnish the relevant service agencies with all necessary application forms and information obtained as a result of this application, in order to obtain final wayleave approval and permission to work within the road reserve,
- Acknowledge that service information is given in good faith and that the accuracy of this information is not guarantee.
- Guarantee all backfilling and permanent reinstatement work done by Contractor, for a period of 12 months that will start 14 days after the work is signed off as completed by the Roads Engineer.
- Accepts responsibility for all costs associated with the work, including any damage to other services, backfilling and reinstatements of trenches, the cost of any tests that may be required and any claims that may result from the work done by the Contractor until the work is taken over by the road authority the permanent reinstatement is completed.
- Accept the terms and conditions of the aforesaid Code of Practice for Work in the Road Reserve.

\_\_\_\_\_  
**Signature (Applicant)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature (KSD Municipality)**



**KING SABATA DALINDYEBO MUNICIPALITY**  
**ANNEXURE A**



**SUMMARY CONDITIONS FOR WORK IN THE ROAD RESERVE**

This page is intended to provide a summary of conditions and specifications. Please refer to King Sabata Dalindyebo Municipality's Code of Practice for Work in the Road Reserve for more detail.

Before any work is done in the road reserve, a wayleave must be issued by the Road Authority. This will only be done after a completed wayleave application form has been received by the Roads Branch. Before submitting the form, approval must be obtained from all other agencies indicated on the form

In the case of emergency work, (i.e. burst pipes) a wayleave application form must be submitted within 24 hours and the road authority maintenance depot must be informed.

All work must be done according to the aforementioned Code of Practice. Only work indicated on the wayleave form must be done and only during the period indicated, unless approval has been obtained from the Roads Branch to change the dates.

The wayleave holder is responsible for all costs, including any damage to another service, backfilling, reinstatement, tests and any claim that may result. The wayleave holder is also responsible for traffic signs, barricading and the safety of motorists, pedestrian and workers.

If any trees or road furniture are affected by the proposed work, then the relevant office must be contacted.

Any underground service must not have less than 800mm cover and all manhole or valve covers must be finished flush with the surface of the road or the verge.

Backfilling and reinstatement: Backfilling must be done according to the specifications given in the aforesaid Code of Practice. The minimum requirement is that the backfilled layers must have at least the same shear strengths as those of the adjacent undisturbed pavement layers. The tests done with a DCP or a RCCD will either be done by the road authority or a copy of the results handed into the issuing of the wayleave office. The reinstatement (100mm asphalt layer) of the surface will be done by the road authority.

The wayleave holder is responsible for obtaining the required strengths, but the following is recommended as a method that should be adequate in most cases.

The reinstatement of the surfacing must consist of 100mm hot-mix asphalt. The lower 70mm can be "blackbase" (26,5 mm nominal size, continuously graded) and the top 30mm fine (4,75mm nominal stone size, continuously graded hot mix). Cold mix may only be used for temporary backfills (Emergency backfill).

If desired the wayleave holder may place foamed concrete of a minimum 4 MPa crushed strength and manufactured to an approved manufacture's specification. The foamed concrete is to be placed to level 100mm below the surrounding surface level. As soon as the foamed concrete has set sufficiently, a 70mm layer of asphalt basecourse material must be placed on top followed by a 30mm layer of continuously graded asphalt wearing course material.

The top 100mm of a trench must be backfilled by the wayleave holder, compacted and maintained in a serviceable condition for a period of 14 days commencing on the day after the date of issue of the certificate of completion.

Constructed footways must be reinstated with the original surfacing materials and the supporting layers compacted to obtain shear strengths at least equal to those of the adjacent undisturbed footway.

Unconstructed verges must be backfilled in such a way that the verge is in the same condition as it was before excavation.

After completion of any work in the road reserve, the site must be cleared and cleaned and all excess material, tools and equipment must be removed within 24 hours.

The wayleave form, or a copy thereof, must be returned to the Roads Branch within 24 hours after completion of the work with the completion notice and signed by all parties and must be accompanied by the DCP or RCCD tests results.

Any excavation left unattended for a period of more than 5 days, will be made safe by the road authority and charged to the service agency or contractor, who made the excavation.

**KING SABATA DALINDYEBO MUNICIPALITY**  
**CERTIFICATE OF INSPECTION AND COMPLETION**



Wayleave No. : \_\_\_\_\_

The District Roads Engineer must sign this form. The signature is just for administrative control and by no means implies that the work has been done according to the specifications and conditions of the wayleave. The onus and responsibility of ensuring that the service has been correctly installed, is that of the applicant.

Description of wayleave

Date:

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Street on                      Street from                      Street to                      Suburb

Responsible person (for the erection/installation of the service)

Name: \_\_\_\_\_ Company: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_

**COMPLETION NOTICE**

The Roads Branch is hereby informed that:

- The work is done in terms of the above wayleave has been completed according to the conditions as prescribed in the wayleave.

**AND**

- A temporary reinstatement has been done.

\_\_\_\_\_  
 Name (Wayleave Holder)                      Signed                      Date

**CERTIFICATE OF COMPLETION**

It is hereby certified that the site of the work carried out in terms of the above wayleave was inspected on the above date and that:

- The work has been completed; and
- The site has been cleared and cleaned; and
- The 12 month guarantee period commences from date.

**OR**

The wayleave holder did a temporary reinstatement and the 14 day maintenance period commences from the day after the date of issue of the certificate of completion. A reinstatement order was received from the wayleave holder.

**SITE INSPECTIONS**

REMARKS:

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REINSTATEMENT ORDER NO: \_\_\_\_\_


The road authority wayleaves inspector was present when the DCP tests were done (see site inspection remarks).

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

**ROADS MANAGER**

Date: \_\_\_\_\_

		Version 0 July 2021			
		Please complete compulsory information			
		(Indicated with*)			
		Suburb*			
		Wayleave Applicant Name*			
		Date (YYYY/MM/DD):*			
		Current Financial Year:			
		Approved wayleave No.:			
<b>Surface Type</b>		<b>Unit</b>	<b>Amount</b>		
Pedestrian walkway / Traffic Island (Paved)		m <sup>2</sup>			
Road verge (Unpaved)		m <sup>2</sup>			
Class 3 roadway (Paved)		m <sup>2</sup>			
Class 4 roadway (Paved)		m <sup>2</sup>			
Class 5 roadway (Paved)		m <sup>2</sup>			
<b>Traffic Accommodation</b>		<b>Unit</b>	<b>Amount</b>		
Street rental (street links between intersection excluding intersections)		days			
Intersection rental (per lane)		days			
Pavement rental		days			
Calculation of the Refundable and Non-refundable Components of the Wayleave Fee					
<b>Surface Type</b>	<b>Qty</b>	<b>Units Cost</b>	<b>Total (excl. VAT)</b>	<b>Total + VAT @ 15%</b>	
Pedestrian walkway / Traffic Island (Paved)		R 251.37	R -	R -	-
Road verge (Unpaved)		R 75.60	R -	R -	-
Class 3 roadway (Paved)		R 845.45	R -	R -	-
Class 4 roadway (Paved)		R 754.35	R -	R -	-
Class 5 roadway (Paved)		R 713.99	R -	R -	-
<b>Total refundable cost</b>					
<b>Surface Type</b>	<b>Qty</b>	<b>Units Cost</b>	<b>Total (excl. VAT)</b>	<b>Total + VAT @ 15%</b>	
Pedestrian walkway / Traffic Island (Paved)	m <sup>2</sup>	R 27.16	R -	R -	-
Road verge (Unpaved)	m <sup>2</sup>	R 13.60	R -	R -	-
Class 3 roadway (Paved)	m <sup>2</sup>	R 230.27	R -	R -	-
Class 4 roadway (Paved)	m <sup>2</sup>	R 116.79	R -	R -	-
Class 5 roadway (Paved)	m <sup>2</sup>	R 101.85	R -	R -	-
<b>Total maintenance fee</b>					
<b>Lane and intersection rental</b>	<b>Qty</b>	<b>Units Cost</b>	<b>Total (excl. VAT)</b>	<b>Total + VAT @ 15%</b>	
Street rental (street links between intersection excluding intersections)		R 27.16	R -	R -	-
Intersection rental (per lane)		R 13.60	R -	R -	-
Pavement rental		R 230.27	R -	R -	-
Traffic accommodation fee					
<b>Administration and supervision</b>	<b>Qty</b>	<b>Units Cost</b>	<b>Total (excl. VAT)</b>	<b>Total + VAT @ 15%</b>	
Administration fee		R 890.00	R -	R 890.00	
Supervision fee		R 3,138.00	R -	R 3,138.00	
Total administration and supervision fee				R -	-
Total non-refundable cost					
Refundable wayleave Fee Payable			PLEASE ENTER REQUIRED INPUT		
Non-Refundable wayleave Fee Payable			PLEASE ENTER REQUIRED INPUT		
<b>Total wayleave Fee Payable</b>			<b>PLEASE ENTER REQUIRED INPUT</b>		
<b>King Sabata Dalindyebo Municipality</b>		<b>Wayleave applicant</b>			
Calculated:.....		Received:.....			
Signature: .....		Signature:.....			
Date: .....		Date:.....			
NOTE: UNIT COST RELATED TO THE SITE WORKS AND MAINTENANCE OF THE SURFACE TYPES ARE ESCALATED ANNUALLY ON THE 1 JULY WITH THE CPAF. AND THE TRAFFIC ACCOMMODATION FEES ARE ESCALATED ANNUALLY WITH THE INFLATION RATE					

**List of Offences and penalty fees**

Section	Offence	Penalty fee
3	Working in road reserve without authority	R6000.00



OFFICE OF THE CHIEF MAGISTRATE  
MTHATHA LOWER COURT  
CORNER LEEDS & OWEN STREETS, PRIVATE BAG X 5008 MTHATHA  
TEL: 047 5324171; FAX: 047 5310170-086 5078133

**List of offences and penalty fees**

Section	Offence	Penalty fee
3	Working in Road reserved without authority	R6000.00

I the undersigned, Nozuko Pumla Mviko, in my capacity as Chief Magistrate, Administrative and Judicial Cluster Head, do hereby certify that I have determined the Admission of Guilt fines for Way leave By Law in terms of section 57 of the Criminal Procedure Act 51 of 1977 as amended with effect from 2 October 2023.

This done and signed on this 28<sup>th</sup> day of September 2023 in Mthatha .

  
MS N.P. MVIKO  
CHIEF MAGISTRATE  
EASTERN CAPE REGION B  
MTHATHA



CHIEF MAGISTRATE-UMANTYI  
MTHATHA

**LOCAL AUTHORITY NOTICE 1416 OF 2025****Buffalo City Metropolitan Municipality (EASTERN CAPE)****Removal of Restrictions in terms of the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013)****ERF 18255, EAST LONDON (37 SUNNINGDALE PLACE, SUNNYRIDGE)**

In terms of Section 47(1) of the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013), read with Section 59 of the Buffalo City Metropolitan Municipal Spatial Planning and Land Use Management By-law of 2016 and upon instructions of by the Local Authority, a notice is hereby given that condition/s 4.(a-d) and D.(1-3) from Deed of Transfer T11754/2022, applicable to Erf 18255, East London are hereby removed.

**LOCAL AUTHORITY NOTICE 1417 OF 2025****REMOVAL OF RESTRICTIVE TITLE CONDITIONS****ERF 148 PARADYSSTRAND****SPATIAL PLANNING AND LAND USE MANAGEMENT BY-LAW, 2016: KOUGA MUNICIPALITY**

Notice is given that the Kouga Municipal Appeal Authority on 09 May 2025,

- a. Approved the removal of restrictive Title Conditions No B.5, B.6, B.7, B.7(a) and B.7(b) applicable to Erf 148 Paradystraand, as contained in Title Deed T10424/2015 , in terms of Section 108 of the Kouga Municipal Planning By-law, 2016.

D DE JAGER  
DEPUTY MUNICIPAL MANAGER

P O BOX 21  
JEFFREYS BAY 6330



**LOCAL AUTHORITY NOTICE 1418 OF 2025****REMOVAL OF RESTRICTIVE TITLE CONDITIONS****ERF 618 PARADYSSTRAND****SPATIAL PLANNING AND LAND USE MANAGEMENT BY-LAW, 2016: KOUGA MUNICIPALITY**

Notice is given that the Kouga Municipal Appeal Authority on 09 May 2025,

- a. Approved the removal of restrictive Title Conditions No D.3. D.6(a), D.6(b), D.6(b)(i) AND D.6(b)(ii) applicable to Erf 618 Paradysstraand, as contained in Title Deed T1383/2020 , in terms of Section 108 of the Kouga Municipal Planning By-law, 2016.

D DE JAGER  
DEPUTY MUNICIPAL MANAGER

P O BOX 21  
JEFFREYS BAY 6330

**LOCAL AUTHORITY NOTICE 1419 OF 2025****Nelson Mandela Bay Municipality (EASTERN CAPE)****Removal of Restrictions in terms of the Spatial Planning and Land Use Management Act, 2013  
(Act 16 of 2013)****ERF 251, FRAMESBY, PORT ELIZABETH, EASTERN CAPE**

Under Section 47 of the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013) and upon instructions by the Local Authority, a notice is hereby given that conditions C. 5. and C. 6. (a – d). contained in Deed of Transfer No. T41614/10 and any subsequent deed applicable to Erf 251, Framesby is hereby removed.





# Closing times for **ORDINARY WEEKLY** **2025** **EASTERN CAPE PROVINCIAL GAZETTE**

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

- **27 December**, Friday for the issue of Monday **06 January 2025**
- **06 January**, Monday for the issue of Monday **13 January 2025**
- **13 January**, Monday for the issue of Monday **20 January 2025**
- **20 January**, Monday for the issue of Monday **27 January 2025**
- **27 January**, Monday for the issue of Monday **03 February 2025**
- **03 February**, Monday for the issue of Monday **10 February 2025**
- **10 February**, Monday for the issue of Monday **17 February 2025**
- **17 February**, Monday for the issue of Monday **24 February 2025**
- **24 February**, Monday for the issue of Monday **03 March 2025**
- **03 March**, Monday for the issue of Monday **10 March 2025**
- **10 March**, Monday for the issue of Monday **17 March 2025**
- **14 March**, Friday for the issue of Monday **24 March 2025**
- **24 March**, Friday for the issue of Monday **31 March 2025**
- **31 March**, Thursday for the issue of Monday **07 April 2025**
- **07 April**, Monday for the issue of Monday **14 April 2025**
- **11 April**, Friday for the issue of Monday **21 April 2025**
- **17 April**, Thursday for the issue of Monday **28 April 2025**
- **24 April**, Thursday for the issue of Monday **05 May 2025**
- **05 May**, Monday for the issue of Monday **12 May 2025**
- **12 May**, Monday for the issue of Monday **19 May 2025**
- **19 May**, Monday for the issue of Monday **26 May 2025**
- **26 May**, Monday for the issue of Monday **02 June 2025**
- **02 June**, Monday for the issue of Monday **09 June 2025**
- **09 June**, Monday for the issue of Monday **16 June 2025**
- **13 June**, Friday for the issue of Monday **23 June 2025**
- **23 June**, Monday for the issue of Monday **30 June 2025**
- **30 June**, Monday for the issue of Monday **07 July 2025**
- **07 July**, Monday for the issue of Monday **14 July 2025**
- **14 July**, Monday for the issue of Monday **21 July 2025**
- **21 July**, Monday for the issue of Monday **28 July 2025**
- **28 July**, Monday for the issue of Monday **04 August 2025**
- **04 August**, Friday for the issue of Monday **11 August 2025**
- **11 August**, Monday for the issue of Monday **18 August 2025**
- **18 August**, Monday for the issue of Monday **25 August 2025**
- **25 August**, Monday for the issue of Monday **01 September 2025**
- **01 September**, Monday for the issue of Monday **08 September 2025**
- **08 September**, Monday for the issue of Monday **15 September 2025**
- **15 September**, Monday for the issue of Monday **22 September 2025**
- **19 September**, Friday for the issue of Monday **29 September 2025**
- **29 September**, Monday for the issue of Monday **06 October 2025**
- **06 October**, Monday for the issue of Monday **13 October 2025**
- **13 October**, Monday for the issue of Monday **20 October 2025**
- **20 October**, Monday for the issue of Monday **27 October 2025**
- **27 October**, Monday for the issue of Monday **03 November 2025**
- **03 November**, Monday for the issue of Monday **10 November 2025**
- **10 November**, Monday for the issue of Monday **17 November 2025**
- **17 November**, Monday for the issue of Monday **24 November 2025**
- **24 November**, Monday for the issue of Monday **01 December 2025**
- **01 December**, Monday for the issue of Monday **08 December 2025**
- **08 December**, Monday for the issue of Monday **15 December 2025**
- **12 December**, Friday for the issue of Monday **22 December 2025**
- **18 December**, Thursday for the issue of Monday **29 December 2025**

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 Also available at the Legal Advisory Services, **Province of the Eastern Cape**, Private Bag X0047, Bisho, 5605.  
 Tel. (040) 635-0052.