



# Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA  
REPUBLIEK VAN SUID AFRIKA

*Regulation Gazette*

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*Regulasiekoerant*

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government  
printing

Department:  
Government Printing Works  
REPUBLIC OF SOUTH AFRICA

## HIGH ALERT: SCAM WARNING!!!

### TO ALL SUPPLIERS AND SERVICE PROVIDERS OF THE GOVERNMENT PRINTING WORKS

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

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

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

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

Example of e-mails these fraudsters are using:

[PROCUREMENT@GPW-GOV.ORG](mailto:PROCUREMENT@GPW-GOV.ORG)

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

*GPW* has an official email with the domain as [@gpw.gov.za](mailto:@gpw.gov.za)

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

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

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

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

## Fake Tenders

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

### How tender scams work

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

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

OR

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

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

Protect yourself from being scammed

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

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

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

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

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

# Closing times for **ORDINARY WEEKLY** **2021** **GOVERNMENT GAZETTE**

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

- **24 December 2020**, Thursday for the issue of Thursday **31 December 2020**
- **31 December 2020**, Thursday for the issue of Friday **08 January 2021**
- **08 January**, Friday for the issue of Friday **15 January 2021**
- **15 January**, Friday for the issue of Friday **22 January 2021**
- **22 January**, Friday for the issue of Friday **29 January 2021**
- **29 January**, Friday for the issue of Friday **05 February 2021**
- **05 February**, Friday for the issue of Friday **12 February 2021**
- **12 February**, Friday for the issue of Friday **19 February 2021**
- **19 February**, Friday for the issue of Friday **26 February 2021**
- **26 February**, Friday for the issue of Friday **05 March 2021**
- **05 March**, Friday for the issue of Friday **12 March 2021**
- **12 March**, Friday for the issue of Friday **19 March 2021**
- **18 March**, Thursday for the issue of Friday **26 March 2021**
- **25 March**, Thursday for the issue of Thursday **01 April 2021**
- **31 March**, Wednesday for the issue of Friday **09 April 2021**
- **09 April**, Friday for the issue of Friday **16 April 2021**
- **16 April**, Friday for the issue of Friday **23 April 2021**
- **22 April**, Thursday for the issue of Friday **30 April 2021**
- **30 April**, Friday for the issue of Friday **07 May 2021**
- **07 May**, Friday for the issue of Friday **14 May 2021**
- **14 May**, Friday for the issue of Friday **21 May 2021**
- **21 May**, Friday for the issue of Friday **28 May 2021**
- **28 May**, Friday for the issue of Friday **04 June 2021**
- **04 June**, Friday for the issue of Friday **11 June 2021**
- **10 June**, Thursday for the issue of Friday **18 June 2021**
- **18 June**, Friday for the issue of Friday **25 June 2021**
- **25 June**, Friday for the issue of Friday **02 July 2021**
- **02 July**, Friday for the issue of Friday **09 July 2021**
- **09 July**, Friday for the issue of Friday **16 July 2021**
- **16 July**, Friday for the issue of Friday **23 July 2021**
- **23 July**, Friday for the issue of Friday **30 July 2021**
- **30 July**, Friday for the issue of Friday **06 August 2021**
- **05 August**, Thursday for the issue of Friday **13 August 2021**
- **13 August**, Friday for the issue of Friday **20 August 2021**
- **20 August**, Friday for the issue of Friday **27 August 2021**
- **27 August**, Friday for the issue of Friday **03 September 2021**
- **03 September**, Friday for the issue of Friday **10 September 2021**
- **10 September**, Friday for the issue of Friday **17 September 2021**
- **16 September**, Thursday for the issue of Thursday **23 September 2021**
- **23 September**, Thursday for the issue of Friday **01 October 2021**
- **01 October**, Friday for the issue of Friday **08 October 2021**
- **08 October**, Friday for the issue of Friday **15 October 2021**
- **15 October**, Friday for the issue of Friday **22 October 2021**
- **22 October**, Friday for the issue of Friday **29 October 2021**
- **29 October**, Friday for the issue of Friday **05 November 2021**
- **05 November**, Friday for the issue of Friday **12 November 2021**
- **12 November**, Friday for the issue of Friday **19 November 2021**
- **19 November**, Friday for the issue of Friday **26 November 2021**
- **26 November**, Friday for the issue of Friday **03 December 2021**
- **03 December**, Friday for the issue of Friday **10 December 2021**
- **09 December**, Thursday for the issue of Friday **17 December 2021**
- **17 December**, Friday for the issue of Friday **24 December 2021**
- **23 December**, Thursday for the issue of Friday **31 December 2021**

# LIST OF TARIFF RATES FOR PUBLICATION OF NOTICES

**COMMENCEMENT: 1 APRIL 2018**

## NATIONAL AND PROVINCIAL

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

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

## EXTRA-ORDINARY

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

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

## GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

### CLOSING TIMES FOR ACCEPTANCE OF NOTICES

1. The *Government Gazette* and *Government Tender Bulletin* are weekly publications that are published on Fridays and the closing time for the acceptance of notices is strictly applied according to the scheduled time for each gazette.
2. Please refer to the Submission Notice Deadline schedule in the table below. This schedule is also published online on the Government Printing works website [www.gpwonline.co.za](http://www.gpwonline.co.za)

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

**All notices received after the closing time will be rejected.**

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

## GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

### EXTRAORDINARY GAZETTES

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

### NOTICE SUBMISSION PROCESS

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



**GOVERNMENT PRINTING WORKS - BUSINESS RULES**

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

**QUOTATIONS**

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

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

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

**CANCELLATIONS**

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

**AMENDMENTS TO NOTICES**

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

**REJECTIONS**

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

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

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

**GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY**

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

**LIABILITY OF ADVERTISER**

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

**CUSTOMER INQUIRIES**

Many of our customers request immediate feedback/confirmation of notice placement in the gazette from our Contact Centre once they have submitted their notice – While **GPW** deems it one of their highest priorities and responsibilities to provide customers with this requested feedback and the best service at all times, we are only able to do so once we have started processing your notice submission.

**GPW** has a 2-working day turnaround time for processing notices received according to the business rules and deadline submissions.

Please keep this in mind when making inquiries about your notice submission at the Contact Centre.

29. Requests for information, quotations and inquiries must be sent to the Contact Centre ONLY.
30. Requests for Quotations (RFQs) should be received by the Contact Centre at least **2 working days** before the submission deadline for that specific publication.

## GOVERNMENT PRINTING WORKS - BUSINESS RULES

### PAYMENT OF COST

31. The Request for Quotation for placement of the notice should be sent to the Gazette Contact Centre as indicated above, prior to submission of notice for advertising.
32. Payment should then be made, or Purchase Order prepared based on the received quotation, prior to the submission of the notice for advertising as these documents i.e. proof of payment or Purchase order will be required as part of the notice submission, as indicated earlier.
33. Every proof of payment must have a valid **GPW** quotation number as a reference on the proof of payment document.
34. Where there is any doubt about the cost of publication of a notice, and in the case of copy, an enquiry, accompanied by the relevant copy, should be addressed to the Gazette Contact Centre, **Government Printing Works**, Private Bag X85, Pretoria, 0001 email: [info.egazette@gpw.gov.za](mailto:info.egazette@gpw.gov.za) before publication.
35. Overpayment resulting from miscalculation on the part of the advertiser of the cost of publication of a notice will not be refunded, unless the advertiser furnishes adequate reasons why such miscalculation occurred. In the event of underpayments, the difference will be recovered from the advertiser, and future notice(s) will not be published until such time as the full cost of such publication has been duly paid in cash or electronic funds transfer into the **Government Printing Works** banking account.
36. In the event of a notice being cancelled, a refund will be made only if no cost regarding the placing of the notice has been incurred by the **Government Printing Works**.
37. The **Government Printing Works** reserves the right to levy an additional charge in cases where notices, the cost of which has been calculated in accordance with the List of Fixed Tariff Rates, are subsequently found to be excessively lengthy or to contain overmuch or complicated tabulation.

### PROOF OF PUBLICATION

38. Copies of any of the *Government Gazette* or *Provincial Gazette* can be downloaded from the **Government Printing Works** website [www.gpwonline.co.za](http://www.gpwonline.co.za) free of charge, should a proof of publication be required.
39. Printed copies may be ordered from the Publications department at the ruling price. The **Government Printing Works** will assume no liability for any failure to post or for any delay in despatching of such *Government Gazette*(s)

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**DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT**

NO. R. 1602

17 December 2021

**RULES BOARD FOR COURTS OF LAW ACT, 1985 (ACT NO. 107 OF 1985)****AMENDMENT OF THE RULES REGULATING THE CONDUCT OF THE PROCEEDINGS  
OF THE SUPREME COURT OF APPEAL OF SOUTH AFRICA**

The Rules Board for Courts of Law has, under section 6 of the Rules Board for Courts of Law Act, 1985 (Act No. 107 of 1985), and with the approval of the Minister of Justice and Correctional Services, made the rules in the Schedule.

**SCHEDULE****GENERAL EXPLANATORY NOTE:**

[            ] Words or expressions in bold type in square brackets indicate omissions from existing rules.

\_\_\_\_\_ Words or expressions underlined with a solid line indicate insertions into existing rules.

## Definition

1. In this Schedule the “Rules” means the Rules of the Supreme Court of Appeal published under Government Notice No. R. 1523 of 27 November 1998, as amended by Government Notice Nos. R. 979 of 19 November 2010, R. 191 of 11 March 2011, R. 113 of 15 February 2013, R. 1055 of 29 September 2017, R. 1318 of 30 November 2018, R. 842 of 31 May 2019, R. 858 of 7 August 2020 and R.1158 of 30 October 2020.

## Amendment of rule 8 of the Rules

2. Rule 8 of the Rules is hereby amended—
- (a) by the substitution in subrule (4) for paragraph (a) of the following paragraph:  
“(a) If an appeal is withdrawn or has lapsed and no record has been lodged with the registrar, a respondent who has noted a cross-appeal may, within one month from such withdrawal or lapsing of the appeal, notify the registrar in writing that **[he or she]** such respondent desires to prosecute the cross-appeal.”;
- (b) by the substitution in subrule (6) for paragraph (a) of the following paragraph:  
“(a) The copies of the record shall be clearly typed on stout A4 standard paper in double-spacing in black record ink, on one side of the paper only: Provided that where such copies are more than 10 pages in length, they shall be typed on both sides of the paper.”;
- (c) by the substitution in subrule (6) for paragraph (e) of the following paragraph:  
“(e) The record shall be divided into separate conveniently-sized volumes of approximately **[100]** 200 pages or 100 sheets each.”;
- (d) by the substitution in subrule (6) for paragraph (j) of the following paragraph:  
“(j) Unless it is essential for the determination of the appeal and the parties agree thereto in writing, the record shall not contain—  
(i) argument and opening address;  
(ii) formal documents;  
(iii) discovery affidavits and the like;  
(iv) identical duplicates of any document; **[or]**  
(v) documents not proved or admitted; **[, and]** or  
(vi) colour photographs, and  
the registrar shall **[mero motu]** of own accord disallow the costs, also between attorney and own client, of such documents and photographs.”;
- (e) by the substitution in subrule (9) for paragraph (a) of the following paragraph:  
“(a) Whenever the decision of an appeal is likely to hinge exclusively on part of the record in the court *a quo*, the appellant shall, within 10 days of the noting of the appeal, request the respondent's consent to—  
(i) omit the unnecessary parts from the record[,] ; and  
(ii) include colour photographs where considered necessary, and

**[failing which]** should the appellant fail to do so, the respondent shall, within 10 days thereafter, make a similar request to the appellant.”; and

- (f) by the substitution in subrule (9) for paragraph (b) of the following paragraph:  
“(b) The respondent or the appellant, as the case may be, shall within 10 days of the request agree thereto or state the reasons for not agreeing to the request.”

### **Amendment of rule 10 of the Rules**

3. Rule 10 of the Rules is hereby amended—

- (a) by the substitution in subrule (3) for paragraph (f) of the following paragraph:  
“(f) A photocopy, or a printout from an electronic database, of those provisions of any statute, regulation, rule, ordinance or by-law directly at issue, shall accompany the heads of argument in a separate volume, where a separate volume is appropriate.”;
- (b) by the substitution in subrule (4) for paragraph (a) of the following paragraph:  
“(a) The heads of argument shall be clearly typed on stout A4 standard paper in double-spacing in black record ink, on one side of the paper only; Provided that where such heads are more than 10 pages in length, they shall be typed on both sides of the paper.”; and
- (c) by the substitution in subrule (4) for paragraph (b) of the following paragraph:  
“(b) All annexures to the heads of argument shall be bound separately, where a separate volume is appropriate.”.

### **Commencement**

4. These Rules come into operation on 1 February 2022.

## DEPARTEMENT VAN JUSTISIE EN STAATKUNDIGE ONTWIKKELING

NO. R. 1602

17 Desember 2021

## WET OP DIE REËLSRAAD VIR GEREESHOWE, 1985 (WET NO. 107 VAN 1985)

REËLS WAARBY DIE VERRIGTINGE VAN DIE HOOGSTE HOF VAN APPÈL VAN  
SUIDAFRIKA GEREËL WORD

Die Reëlsraad vir Gereeshowe het kragtens artikel 6 van die Wet op die Reëlsraad vir Gereeshowe, 1985 (Wet No. 107 van 1985), met die goedkeuring van die Minister van Justisie en Korrektiewe Dienste, die reëls in die Bylae gemaak.

## ALGEMENE VERDUIDELIKENDE NOTA:

[        ]        Uitdrukings in vet druk in vierkantige hake dui op weglatings uit bestaande reëls.

\_\_\_\_\_        Uitdrukings met 'n volstreep daaronder dui op invoegings in bestaande reëls.

## BYLAE

## Woordomskrywing

1.        In hierdie Bylae beteken “die reëls” die Reëls waarby die verrigtinge van die Hoogste Hof van Appèl van Suid-Afrika gereël word, afgekondig in Goewermentskennisgewing No. R. 1523 van 27 November 1998, soos gewysig deur Goewermentskennisgewings R. 979 van 19 November 2010, R. 191 van 11 Maart 2011, R. 113 van 15 Februarie 2013, R. 1055 van 29 September 2017, R. 1318 van 30 November 2018, R. 842 van 31 Mei 2019, R. 858 van 7 Augustus 2020 en R. 1158 van 30 Oktober 2020.

## Wysiging van reël 8 van die reëls

2.        Reël 8 van die reëls word hierby gewysig—

- (a)        deur paragraaf (a) in subreël (4) deur die volgende paragraaf te vervang:  
“(a)        Indien 'n appèl teruggetrek word of verval het en geen oorkonde by die griffier ingedien is nie, kan 'n respondent wat 'n teenappèl aangeteken het, binne een maand vanaf sodanige terugtrekking of verval van die appèl die griffier skriftelik in kennis stel dat **[hy of sy]** die respondent die teenappèl wil voortsit.”;
- (b)        deur in subreël (6) paragraaf (a) deur die volgende paragraaf te vervang:  
“(a)        Die afskrifte van die oorkonde word duidelik getik op sterk A4-standaard papier, met dubbel spasiëring, in swart oorkonde-ink, slegs op een kant van die papier: Met dien verstande dat waar sodanige afskrifte meer as 10 bladsye lank is, hulle op albei kante van die papier getik sal word.”;



- (c) deur in subreël (6) paragraaf (e) deur die volgende paragraaf te vervang:  
“(e) Die oorkonde moet in afsonderlike volumes van gerieflike grootte van ongeveer **[100] 200** bladsye of 100 velle elk verdeel word.”;
- (d) deur in subreël (6) paragraaf (j) deur die volgende paragraaf te vervang:  
“(j) Tensy dit noodsaaklik vir die beslissing van die appèl is en die partye skriftelik daartoe ooreenkom, bevat die oorkonde nie-  
(i) die betoog en openingsbetoog;  
(ii) formele dokumente;  
(iii) blootleggingsverklarings en dies meer;  
(iv) identiese duplikate van enige dokument; **[of]**  
(v) dokumente wat nie bewys of toegelaat is; **[,en] of**  
(vi) kleurfoto’s, en  
nie en die griffier moet **[mero motu] uit eie beweging** nie koste, ook tussen prokureur en eie kliënt, van sodanige dokumente en foto’s toelaat nie.”;
- (e) deur in subreël (9) paragraaf (a) deur die volgende paragraaf te vervang:  
“(a) Wanneer die beslissing van 'n appèl waarskynlik uitsluitlik op 'n deel van die oorkonde in die hof *a quo* berus, moet die appellant, binne 10 dae na aantekening van die appèl, die respondent se toestemming versoek om—  
(i) die onnodige dele uit die oorkonde weg te laat **[,]; en**  
(ii) kleurfoto’s insluit waar dit nodig geag word, en  
by versuim deur die appellant om dit te doen, moet die respondent, binne 10 dae daarna, 'n soortgelyke versoek tot die appellant rig.”; en
- (f) deur in subreël (9) paragraaf (b) deur die volgende paragraaf te vervang:  
“(b) Die respondent of die appellant, na gelang van die geval, moet binne 10 dae sedert die versoek daartoe toestem of redes verskaf waarom nie tot die versoek toegestem is nie.”.

### Wysiging van reël 10 van die Reëls

#### 3. Reël 10 van die Reëls word hierby gewysig—

- (a) deur in subreël (3) paragraaf (f) deur die volgende paragraaf te vervang:  
“(f) 'n Fotokopie of uitdrukstuk vanaf 'n elektroniese databasis van die bepalings van 'n statuut, regulasie, reël, ordinansie of verordening wat direk ter sprake is, moet die betoogpunte in 'n afsonderlike volume vergesel, waar 'n afsonderlike volume gepas is.”;
- (b) deur in subreël (4) paragraaf (a) deur die volgende paragraaf te vervang:  
“(a) 'n Fotokopie of uitdrukstuk vanaf 'n elektroniese databasis van die bepalings van 'n statuut, regulasie, reël, ordinansie of verordening wat direk ter sprake is, moet die betoogpunte in 'n afsonderlike volume vergesel: Met dien verstande dat waar sodanige betoogpunte meer as 10 bladsye lank is, hulle op albei kante van die bladsy getik sal word.”; en

- (c) deur in subreël (4) paragraaf (b) deur die volgende paragraaf te vervang:  
“(a) Alle aanhangsels tot die betoogpunte moet afsonderlik gebind wees, waar 'n afsonderlike volume gepas is.”.

### **Inwerkingtreding**

4. Hierdie Reëls tree in werking op 1 Februarie 2022.

## DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT

NO. R. 1603

17 December 2021

## RULES BOARD FOR COURTS OF LAW ACT, 1985 (ACT NO. 107 OF 1985)

AMENDMENT OF THE RULES REGULATING THE CONDUCT OF THE  
PROCEEDINGS OF THE SEVERAL PROVINCIAL AND LOCAL DIVISIONS OF THE  
HIGH COURT OF SOUTH AFRICA

The Rules Board for Courts of Law has under section 6 of the Rules Board for Courts of Law Act, 1985 (Act No. 107 of 1985), and with the approval of the Minister of Justice and Correctional Services, made the rules in the Schedule.

## SCHEDULE

## GENERAL EXPLANATORY NOTE:

- [            ]            Words or expressions in bold type in square brackets indicate omissions from the existing rules.
- \_\_\_\_\_                Words or expressions underlined with a solid line indicate insertions into the existing rules.
- 

## Definition

1.        In this Schedule "the Rules" means the Rules Regulating the Conduct of the Proceedings of the Several Provincial and Local Divisions of the High Court of South Africa published under Government Notice No. R. 48 of 12 January 1965, as amended by Government Notice Nos. R. 235 of 18 February 1966, R. 2004 of 15 December 1967, R. 3553 of 17 October 1969, R. 2021 of 5 November 1971, R. 1985 of 3 November 1972, R. 480 of 30 March 1973, R. 639 of 4 April 1975, R. 1816 of 8 October 1976, R. 1975 of 29 October 1976, R. 2477 of 17 December 1976, R. 2365 of 18 November 1977,

R. 1546 of 28 July 1978, R. 1577 of 20 July 1979, R. 1535 of 25 July 1980, R. 2527 of 5 December 1980, R. 500 of 12 March 1982, R. 773 of 23 April 1982, R. 775 of 23 April 1982, R. 1873 of 3 September 1982, R. 2171 of 6 October 1982, R. 645 of 25 March 1983, R. 841 of 22 April 1983, R. 1077 of 20 May 1983, R. 1996 of 7 September 1984, R. 2094 of 13 September 1985, R. 810 of 2 May 1986, R. 2164 of 2 October 1987, R. 2642 of 27 November 1987, R. 1421 of 15 July 1988, R. 210 of 10 February 1989, R. 608 of 31 March 1989, R. 2628 of 1 December 1989, R. 185 of 2 February 1990, R. 1929 of 10 August 1990, R. 1967 of 17 August 1990, R. 1262 of 30 May 1991, R. 2410 of 30 September 1991, R. 2845 of 29 November 1991, R. 406 of 7 February 1992, R. 1883 of 3 July 1992, R. 109 of 22 January 1993, R. 960 of 28 May 1993, R. 974 of 1 June 1993, R. 1356 of 30 July 1993, R. 1843 of 1 October 1993, R. 2365 of 10 December 1993, R. 2529 of 31 December 1993, R. 181 of 28 January 1994, R. 411 of 11 March 1994, R. 873 of 31 May 1996, R. 1063 of 28 June 1996, R. 1557 of 20 September 1996, R. 1746 of 25 October 1996, R. 2047 of 13 December 1996, R. 417 of 14 March 1997, R. 491 of 27 March 1997, R. 700 of 16 May 1997, R. 798 of 13 June 1997, R. 1352 of 10 October 1997, R. 785 of 5 June 1998, R. 881 of 26 June 1998, R. 1024 of 7 August 1998, R. 1723 of 30 December 1998, R. 568 of 30 April 1999, R. 1084 of 10 September 1999, R. 1299 of 29 October 1999, R. 502 of 19 May 2000, R. 849 of 25 August 2000, R. 373 of 30 April 2001, R. 1088 of 26 October 2001, R. 1755 of 5 December 2003, R. 229 of 20 February 2004, R. 1343 of 12 December 2008, R. 1345 of 12 December 2008, R. 516 of 8 May 2009, R. 518 of 8 May 2009, R. 86 of 12 February 2010, R. 87 of 12 February 2010, R. 88 of 12 February 2010, R. 89 of 12 February 2010, R. 90 of 12 February 2010, R. 500 of 11 June 2010, R. 591 of 09 July 2010, R. 980 of 19 November 2010, R. 981 of 19 November 2010, R. 464 of 22 June 2012, R. 992 of 7 December 2012, R. 114 of 15 February 2013, R. 262 of 12 April 2013, R. 471 of 12 July 2013, R. 472 of 12 July 2013, R. 759 of 11 October 2013, R. 212 of 28 March 2014, R. 213 of 28 March 2014, R. 214 of 28 March 2014, R. 30 of 23 January 2015, R. 31 of 23 January 2015, R. 317 of 17 April 2015, R. 781 of 31 August 2015, R. 3 of 19 February 2016, R. 678 of 3 June 2016, R. 1055 of 29 September 2017, R. 1272 of 17 November 2017, R. 1318 of 30 November 2018, R. 61 of 25 January 2019, R. 842 of 31 May 2019, R. 1343 of 18 October 2019, R. 107 of 7 February 2020 and R.1157 of 30 October 2020.

### **Amendment of rule 17 of the Rules**

2. Rule 17 of the Rules, is hereby amended—
- (a) by the substitution for subrule (2) of the following subrule:
- “(a) In every case where the claim is not for a debt or liquidated demand the summons shall be **[as near as may be]** in accordance with Form 10 of the First Schedule, to which summons shall be annexed **[a statement] particulars** of the material facts relied upon by the plaintiff in support of **[his] the** claim, which **[statement] particulars** shall *inter alia* comply with rule 18; and

(b) In every case where the claim is for a debt or liquidated demand the summons shall be **[as near as may be]** in accordance with Form 9 of the First Schedule."

(b) by the substitution in subrule (3) for paragraphs (c) and (f) of the following paragraphs respectively:

"(c) After paragraph **[(a)](a)** or **[(b)](b)** has been complied with, the summons shall be signed and issued by the registrar and made returnable by the Sheriff to the court through the registrar.

(f) If the defendant refuses or fails to deliver the consent in writing as provided for in paragraph **[(e)] (e)**, the court may, on application by the plaintiff, grant such consent, on such terms as to costs and otherwise as may be just and appropriate in the circumstances."

#### **Amendment of rule 37(6) of Rules**

3. Rule 37(6) is hereby amended by the substitution of paragraph (i) for the following paragraph:

"(i) any agreement regarding the production of proof by way of an affidavit **[in terms of rule 38(2)]** or whether evidence is required to be taken on commission or by way of audiovisual link in terms of rule 38;".

#### **Amendment of rule 38 of the Rules**

4. Rule 38 is hereby amended by the addition of the following subrule:

"(9) (a) A court may, on application on notice by any party and where it appears convenient or in the interests of justice, make an order for evidence to be taken through audiovisual link.

(b) A court making an order in terms of paragraph (a) must give such directions which it considers appropriate for the taking and recording of such evidence.

(c) An application in terms of this rule must be accompanied by a draft order setting out the terms of the order sought, including particulars of—

(i) the witness who is required to adduce evidence through audiovisual link;

(ii) the address of the premises from where such evidence will be given; and

(iii) the address of the premises to where the evidence will be transmitted by audiovisual link.

(d) For purposes of this rule "audiovisual link" means facilities that enable both audio and visual communications between a witness and persons in a courtroom, to be transmitted in real-time as they take place."

## Substitution of rule 57 of the Rules

5. The following rule is hereby substituted for Rule 57 of the Rules

### **“57 [De Lunatico Inquirendo,] Appointment of Curators in Respect of Persons under Disability and Release from Curatorship**

(1) Any person desirous of making an application to the court for an order declaring another person (hereinafter referred to as 'the patient') to be of unsound mind and **[as such]** consequently incapable of managing his or her own affairs, and appointing a curator to the person or property of such patient shall in the first instance apply to the court for the appointment of a curator *ad litem* to such patient.

(2) **[Such]** An application referred to in subrule (1) shall be brought *ex parte* and shall set forth fully-

- (a) the grounds upon which the applicant claims *locus standi* to make such application;
- (b) the grounds upon which the court is alleged to have jurisdiction;
- (c) the patient's age and sex, full particulars of **[his]** the patient's means, and information as to **[his]** the patient's general state of physical health;
- (d) the relationship (if any) between the patient and the applicant, and the duration and intimacy of their association (if any);
- (e) the facts and circumstances relied on to show that the patient is of unsound mind and incapable of managing his or her affairs;
- (f) the name, occupation and address of the respective persons suggested for appointment by the court as curator *ad litem*, and subsequently as curator to the patient's person or property, and a statement that these persons have been approached and have intimated that, if appointed, they would be able and willing to act in these respective capacities.

(3) The application shall, as far as possible, be supported by-

- (a) an affidavit by at least one person to whom the patient is well known and containing such facts and information as are within the deponent's own knowledge concerning the patient's mental condition. If such person is related to the patient, or has any personal interest in the terms of any order sought, full details of such relationship or interest, as the case may be, shall be set forth in **[his]** the affidavit; and
- (b) affidavits by at least two medical practitioners, one of whom shall, where practicable, be **[an alienist]** a psychiatrist or other medical practitioner with appropriate expertise, who have conducted recent examinations of the patient with a view to ascertaining and reporting upon **[his]** the patient's mental condition and stating all such facts as were observed by them at such examinations in regard to such condition, the opinions found by them in regard to the nature, extent and probable duration of any mental disorder or defect observed and their reasons for the same and whether the patient is in their opinion incapable of managing his or her affairs. Such medical practitioners shall, as far as possible, be persons unrelated to the patient, and without a personal interest in the terms of the order sought.

(4) Upon the hearing of the application referred to in subrule (1), the court may appoint the person suggested or any other suitable person as curator *ad litem*, or may dismiss the application or make such further or other order thereon as **[to it may seem meet] it deems fit** and in particular on cause shown, and by reason of urgency, special circumstances or otherwise, dispense with any of the requirements of this rule.

(5) Upon **[his]** appointment of the curator *ad litem* (who shall if practicable be an advocate, or failing such, an attorney), the curator shall without delay interview the patient, and shall also inform **[him]** the patient of the purpose and nature of the application unless after consulting a medical practitioner referred to in paragraph (b) of subrule (3) **[he]** the curator is satisfied that this would be detrimental to the patient's health. **[He]** The curator shall further make such inquiries as the case appears to require and shall thereafter prepare and file with the registrar, **[his]** a report on the matter to the court, at the same time furnishing the applicant with a copy thereof. In **[his]** the report, the curator **[ad litem]** shall set forth such further facts (if any) as **[he]** the curator has ascertained in regard to the patient's mental condition, means and circumstances and **[he]** shall draw attention to any consideration which in **[his]** the curator's view might influence the court in regard to the terms of any order sought.

(6) Upon receipt of the said report the applicant shall submit the report **[same]**, together with copies of the documents referred to in subrules (2) and (3), to the Master of the **[Supreme Court]** High Court having jurisdiction, for consideration and report to the court.

(7) In **[his]** such report the Master shall, as far as **[he is able]** possible, comment upon the patient's means and general circumstances, and the suitability or otherwise of the person suggested for appointment as curator to the person or property of the patient, and **[he]** the Master shall further make such recommendations as to the furnishing of security and rendering of accounts by, and the powers to be conferred on, such curator as the facts of the case appear to **[him to]** require. The curator *ad litem* shall be furnished with a copy of the said report.

(8) After **[the]** receipt of the report of the Master, the applicant may, on notice to the curator *ad litem* (who shall if **[he thinks]** considered **[fit]** advisable inform the patient thereof), place the matter on the roll for hearing on the same papers for an order declaring the patient to be of unsound mind and as such incapable of managing his or her affairs and for the appointment of the person suggested as curator to the person or property of the patient or to both.

(9) At **[such]** the hearing, the court may require the attendance of the applicant, the patient, and such other persons as it may think fit, to give **[such]** evidence **[viva voce]** orally or to furnish **[such]** information **[as]** which the court may require.

(10) Upon consideration of the application, the reports of the curator *ad litem* and **[of]** the Master and such further information or evidence (if any) as has been orally adduced **[viva voce]**, or otherwise, the court may direct service of the application on the patient or may declare the patient to be of unsound mind and incapable of managing his or her own affairs and may appoint a suitable person as curator to **[his]** the patient's person or property or both, on such terms as **[to it may seem meet] it deems fit**, or it may dismiss the application or generally make such order (including an order that the costs of **[such]**

the proceedings be defrayed from the assets of the patient) as [to it may seem meet] it deems fit.

(11) Different persons may, subject to due compliance with the requirements of this rule in regard to each, be suggested and separately appointed as curator to the person and curator to the property of any person found to be of unsound mind and incapable of managing his or her own affairs.

(12) **[The provisions of subrules (1), (2) and (4) to (10) inclusive shall in so far as the same are applicable thereto, also apply *mutatis mutandis* to any application for the appointment by the court of a curator under the provisions of section 56 of the Mental Health Act, 1973 (Act 18 of 1973), to the property of a person detained as or declared mentally disordered or defective, or detained as a mentally disordered or defective prisoner or as a State President's decision patient and who is incapable of managing his affairs.]**

(13) Save to **[such]** the extent that [as] the court may on application otherwise direct, the provisions of subrules (1) to (11) shall, **[*mutatis mutandis*,]** with the necessary changes required by the context, apply to every application for the appointment of a curator *bonis* to any person on the ground that **[he]** such person is by reason of some disability, mental or physical, incapable of managing his or her own affairs.

(14) Every person who has been declared by a court to be of unsound mind and incapable of managing his or her affairs, and to whose person or property a curator has been appointed, and who intends applying to court for a declaration that **[he]** such person is no longer of unsound mind and incapable of managing his or her affairs or for release from **[such]** curatorship, as the case may be, shall give 15 days' notice of such application to such curator and to the Master.

(15) Upon receipt of **[such]** the notice referred to in subrule (14) and after due consideration of the application and **[such]** the information [as is] available, **[to him,]** the Master shall, without delay, report thereon to the court, and shall at the same time **[commenting]** comment upon any aspect of the matter to which, in **[his]** the Master's view, **[its]** the attention of the court should be drawn.

(16) **[The provisions of subrules (14) and (15) hereof shall also apply to any application for release from curatorship by a person who has been discharged under section 53 of the Mental Health Act, 1973 (Act 18 of 1973), from detention in an institution, but in respect of whom a curator *bonis* has been appointed by the court under section 56 of the said Act.]**

(17) Upon the hearing of any application referred to in subrule[s] (14) **[and (16) hereof]** the court may declare the applicant as not being **[no longer]** of unsound mind and as being capable of managing his or her affairs, order **[his]** the applicant's release from **[such]** curatorship, or dismiss the application, or **[*mero motu*]** of its own accord appoint a curator *ad litem* to make **[such]** any inquiries as it considers desirable and to report to it, or call for **[such]** further evidence as it considers desirable and postpone the further hearing of the matter to permit **[of]** the production of such report, affidavit or evidence, as the case may be, or postpone the matter **[*sine die*]** indefinitely and make such order as to costs or otherwise as **[to it may seem meet] it deems fit.**"



**Substitution of Form 9 of the Rules**

6. Form 9 of the First Schedule to the Rules, is hereby substituted for the following Form:

**"FORM 9  
SUMMONS**

(Claim in respect of debt or liquidated demand)

IN THE **[SUPREME]** HIGH COURT OF SOUTH AFRICA  
(..... DIVISION)

Case No.....

In the matter between:

Plaintiff

and

Defendant

To the sheriff or **[his]** deputy:

INFORM A...B..., of (state address)....., (state sex and occupation) ..... (hereinafter called the defendant), that C...D..., of (state address)....., (state sex and occupation) ..... (hereinafter called the plaintiff), hereby institutes action against **[him]** the defendant in which action the plaintiff claims:

(Here set out in concise terms the plaintiff's cause of action).

INFORM the defendant further that if **[he]** the defendant disputes the claim and wishes to defend the action **[he]** the defendant shall within ..... days of the service upon **[him]** the defendant of this summons file with the registrar of this court at ..... (here set out the address of the registrar's office) notice of **[his]** the defendant's intention to defend and serve a copy thereof on the plaintiff's attorney, which notice shall give an address (not being a post office box or *poste restante*) referred to in rule 19(3) for the service upon the defendant of all notices and documents in the action.

INFORM the defendant further that if **[he]** the defendant fails to file and serve notice as aforesaid, judgment as claimed may be given against **[him]** the defendant without further notice to **[him]** the defendant.

And immediately thereafter serve on the defendant a copy of this summons and return the **[same]** original summons to the registrar with **[whatsoever]** whatever you have done thereupon.

DATED at ..... on this ..... day of ..... **[19]**  
20.....

.....  
Registrar of the **[Supreme] High** Court

.....  
Plaintiff's Attorney  
(Address)  
.....  
..... "

**Substitution of Form 10 of the Rules**

7. Form 10 of the First Schedule to the Rules, is hereby substituted for the following Form:

**"FORM 10**

**COMBINED SUMMONS**

IN THE **[SUPREME] HIGH** COURT OF SOUTH AFRICA

(DIVISION)

Case No.....

In the matter between:

and  
Plaintiff  
Defendant

To the sheriff or **[his]** deputy:

INFORM A...B..., of (state address)....., (state sex and occupation) ..... (hereinafter called the defendant), that C...D..., of (state address) ..... (state sex and occupation) .....(hereinafter called the plaintiff), hereby institutes action against **[him] the defendant** in which action the plaintiff claims the relief and on the grounds set out in the particulars annexed hereto.

INFORM the defendant further that if **[he] the defendant** disputes the claim and wishes to defend the action **[he] the defendant** shall-

- (i) within ..... days of the service upon **[him] the defendant** of this summons file with the registrar of this court at .....(set out the address of the registrar) notice of **[his] such defendant's** intention to defend and serve a copy thereof on the plaintiff's attorney, which notice shall give an address (not being a post office box or *poste restante*) referred to in rule 19(3) for the service upon the defendant of all notices and documents in the action;

(ii) thereafter, and within 20 days after filing and serving notice of intention to defend as aforesaid, file with the registrar and serve upon the plaintiff a plea, exception, notice to strike out, with or without a counter-claim.

INFORM the defendant further that if **[he] the defendant** fails to file and serve notice as aforesaid judgment as claimed may be given against **[him] the defendant** without further notice to **[him] the defendant**, or if, having filed and served such notice, **[he] the defendant** fails to plead, except, make application to strike out or counter-claim, judgment may be given against **[him] the defendant**. And immediately thereafter serve on the defendant a copy of this summons and return the **[same] original summons** to the registrar with **[whatsoever] whatever** you have done thereupon.

DATED at ..... on this ..... day of ..... **[19]**  
**20**.....

.....  
 Registrar of the **[Supreme] High** Court

**ANNEXURE**  
**Particulars of Plaintiff's Claim**

.....  
 .....  
 .....

.....  
 Plaintiff's Attorney

Address of Plaintiff's Attorney

.....  
 .....  
 .....

.....  
 Plaintiff's Advocate"

**Commencement**

8. These rules and forms come into operation on 1 February 2022.

## DEPARTEMENT VAN JUSTISIE EN STAATKUNDIGE ONTWIKKELING

NO. R. 1603

17 Desember 2021

## WET OP DIE REËLSRAAD VIR GEREESHOWE, 1985 (WET NO. 107 VAN 1985)

WYSIGING VAN DIE REËLS WAARBY DIE VERRIGTINGE VAN DIE  
VERSKILLENDE PROVINSIALE EN PLAASLIKE AFDELINGS VAN DIE HOË  
HOF VAN SUID-AFRIKA GEREËL WORD

Die Reëlsraad vir Geregshowe het kragtens artikel 6 van die Wet op die Reëlsraad vir Geregshowe, 1985 (Wet No. 107 van 1985), en met die goedkeuring van die Minister van Justisie en Korrektiewe Dienste, die reëls in die Bylae gemaak.

## BYLAE

## ALGEMENE VERDUIDELIKENDE NOTA:

- [            ]    Woorde of uitdrukkings in vet druk in vierkantige hakies dui op weglatings uit bestaande reëls.
- \_\_\_\_\_    Woorde of uitdrukkings met 'n volstreep daaronder dui op invoegings in bestaande reëls.

**Woordomskrywing**

1.        In hierdie Bylae beteken die "reëls", die Reëls waarby die verrigtinge van die verskillende Provinsiale en Plaaslike Afdelings van die Hoë Hof van Suid-Afrika gereël word soos gepubliseer in Goewermentskennisgewing No. R. 48 van 12 Januarie 1965 en soos gewysig deur Goewermentskennisgewings No's. R. 235 van 18 Februarie 1966, R. 2004 van 15 Desember 1967, R. 3553 van 17 Oktober 1969, R. 2021 van 5 November 1971, R. 1985 van 3 November 1972, R. 480 van 30 Maart 1973, R. 639 van 4 April 1975, R. 1816 van 8 Oktober 1976, R. 1975 van 29 Oktober 1976, R. 2477 van 17 Desember 1976, R. 2365 van 18 November 1977, R. 1546 van 28 Julie 1978, R. 1577 van 20 Julie 1979, R. 1535 van 25 Julie 1980, R. 2527 van 5 Desember 1980, R. 500 van 12 Maart 1982, R. 773 van 23 April 1982, R. 775 van 23 April 1982, R. 1873 van 3 September 1982, R. 2171 van 6 Oktober 1982, R. 645 van 25 Maart 1983, R. 841 van 22

April 1983, R. 1077 van 20 Mei 1983, R. 1996 van 7 September 1984, R. 2094 van 13 September 1985, R. 810 van 2 Mei 1986, R. 2164 van 2 Oktober 1987, R. 2642 van 27 November 1987, R. 1421 van 15 Julie 1988, R. 210 van 10 Februarie 1989, R. 608 van 31 Maart 1989, R. 2628 van 1 Desember 1989, R. 185 van 2 Februarie 1990, R. 1929 van 10 Augustus 1990, R. 1262 van 30 Mei 1991, R. 2410 van 30 September 1991, R. 2845 van 29 November 1991, R. 406 van 7 Februarie 1992, R. 1883 van 3 Julie 1992, R. 109 van 22 Januarie 1993, R. 960 van 28 Mei 1993, R. 974 van 1 Junie 1993, R. 1356 van 30 Julie 1993, R. 1843 van 1 Oktober 1993, R. 2365 van 10 Desember 1993, R. 2529 van 31 Desember 1993, R. 181 van 28 Januarie 1994, R. 411 van 11 Maart 1994, R. 873 van 31 Mei 1996, R. 1063 van 28 Junie 1996, R. 1557 van 20 September 1996, R. 1746 van 25 Oktober 1996, R. 2047 van 13 Desember 1996, R. 417 van 14 Maart 1997, R. 491 van 27 Maart 1997, R. 700 van 16 Mei 1997, R. 798 van 13 Junie 1997, R. 1352 van 10 Oktober 1997, R. 785 van 5 Junie 1998, R. 881 van 26 Junie 1998, R. 1024 van 7 Augustus 1998, R. 1723 van 30 Desember 1998, R. 315 van 12 Maart 1999, R. 568 van 30 April 1999, R. 1084 van 10 September 1999, R. 1299 van 29 Oktober 1999, R. 502 van 19 Mei 2000, R. 849 van 25 Augustus 2000, R. 373 van 30 April 2001, R. 1088 van 26 Oktober 2001, R. 1755 van 5 Desember 2003, R. 229 van 20 Februarie 2004, R. 1343 van 12 Desember 2008, R. 1345 van 12 Desember 2008, R. 516 van 8 Mei 2009, R. 518 van 8 Mei 2009, R. 86 van 12 Februarie 2010, R. 87 van 12 Februarie 2010, R. 88 van 12 Februarie 2010, R. 89 van 12 Februarie 2010, R. 90 van 12 Februarie 2010, R. 500 van 11 Junie 2010, R. 591 van 09 Julie 2010, R. 980 van 19 November 2010, R. 981 van 19 November 2010, R. 464 van 22 Junie 2012, R. 992 van 7 Desember 2012, R. 114 van 15 Februarie 2013, R. 262 van 12 April 2013, R. 471 van 12 Julie 2013, R. 472 van 12 Julie 2013, R. 759 van 11 Oktober 2013, R. 212 van 28 Maart 2014, R. 213 van 28 Maart 2014, R. 214 van 28 Maart 2014, R. 30 van 23 Januarie 2015, R. 31 van 23 Januarie 2015, R. 317 van 17 April 2015, R. 781 van 31 Augustus 2015, R. 3 van 19 Februarie 2016, R. 678 van 3 Junie 2016, R. 1055 van 29 September 2017, R. 1272 van 17 November 2017, R. 1318 van 30 November 2018, R. 61 van 25 Januarie 2019, R. 842 van 31 Mei 2019, R. 1343 van 18 Oktober 2019, R. 107 van 7 Februarie 2020 en R. 1157 van 30 Oktober 2020.

## Wysiging van reël 17 van die Reëls

2. Reël 17 van die Reëls word hierby gewysig—  
(a) deur subreël (2) deur die volgende subreël te vervang:

“(a) In elke saak waarin die eis nie vir skuld of 'n gelikwedeerde eis is nie, moet die dagvaarding [**so na moontlik**] in ooreenstemming met Vorm 10 in die Eerste Bylae wees, aan welke dagvaarding [**'n verklaring**] besonderhede geheg moet word wat die wesenlike feite

bevat waarop die eiser ter staving van **[sy]** die eis steun en wat onder andere aan reël 18 voldoen.

(b) In elke saak waarin die eis vir skuld of 'n gelikwideerde eis is, moet die dagvaarding **[so na moontlik]** in ooreenstemming met Vorm 9 in die Eerste Bylae wees.”.

(b) deur in subreël (3) paragrawe (c) en (f) onderskeidelik deur die volgende paragrawe te vervang:

“(c) Nadat daar aan paragraaf **[(a)]** (a) of **[(b)]** (b) voldoen is, word die dagvaarding deur die griffier onderteken en uitgereik, met die opdrag aan die balju om deur die griffier aan die hof relaas te gee.

(f) Indien die verweerder weier of nalaat om die skriftelike toestemming behoudens paragraaf **[(e)]** (e) voor te lê, mag die hof, op aansoek van die eiser, sodanige toestemming verleen, op sodanige voorwaardes ten opsigte van koste of ander aangeleenthede, soos wat regverdig en toepaslik in die omstandighede geag te wees.”.

### **Wysiging van reël 37(6) van Reëls**

3. Reël 37(6) word hierby gewysig deur paragraaf (i) deur die volgende paragraaf te vervang:

“(i) enige ooreenkoms betreffende die voorlegging van getuienis by wyse van beëdigde verklaring **[ingevalge reël 38(2)]** of hetsy getuienis nodig is by pleging of by wyse van audiovisuele skakel ingevalge reël 38 geneem moet word;”.

### **Wysiging van reël 38 van Reëls**

4. Reël 38 word hierby gewysig deur die volgende subreël by te voeg:

“(9) (a) 'n Hof kan, op aansoek by kennisgewing deur enige party en waar dit gerieflik of in die belang van geregtigheid blyk te wees, 'n bevel gee dat getuienis deur audiovisuele skakel afgeneem word.

(b) 'n Hof wat 'n bevel ingevalge paragraaf (a) gee, moet sodanige lasgewings gee wat die hof goedvind vir die afneem en opname van sodanige getuienis.

(c) 'n Aansoek ingevalge hierdie reël moet vergesel gaan van 'n konsepbevel wat die terme van die bevel wat aangevra word, uiteensit, met inbegrip van besonderhede van—

(i) die getuie wat getuienis deur audiovisuele skakel moet aanbied;

- (ii) die adres van die perseel van waar sodanige getuienis gegee sal word;  
en  
 (iii) die adres van die perseel waarheen getuienis per oudiovisuele skakel oorgesend sal word.  
 (d) By die toepassing van hierdie reël, beteken 'oudiovisuele skakel' fasiliteite wat beide oudio asook visuele kommunikasie tussen 'n getuie en persone in 'n hofsaal moontlik maak, wat intyds uitgesaai word soos dit plaasvind."

### Vervanging van reël 57 van Reëls

5. Reël 57 van die Reëls word hierby deur die volgende reël vervang:

#### **"57 [Geregtelike Onderzoek na Geestestoestand,] Aanstelling van Kurators vir Handelingsonbevoegdes en Vrystelling van Kuratele**

(1) Iemand wat 'n bevel by die hof wil aanvra waarby 'n ander persoon (hierna 'die pasiënt' genoem) geestelik verstoord verklaar word en **[derhalwe]** gevolglik onbekwaam om sy belange te behartig, en waarby 'n kurator vir die pasiënt of sy goed aangestel word, moet eers die aanstelling van 'n kurator *ad litem* vir die pasiënt by die hof aanvra.

- (2) **[So] 'n [versoek] Aansoek** geskied *ex parte* en moet volledig uiteensit—
- (a) die gronde waarop die applikant aanspraak maak op *locus standi* om so 'n aansoek te doen;
- (b) die gronde waarop beweer word dat die hof jurisdiksie het;
- (c) die pasiënt se ouderdom en geslag, volle besonderhede van **[sy] die pasiënt se** besittings en van **[sy] die pasiënt se** algemene liggaamlike gesondheidstoestand;
- (d) die verwantskap (as daar is) tussen die pasiënt en die applikant, en die tydskuur en mate van vertroulikheid in hul omgang (as daar is);
- (e) die feite en omstandighede wat as bewys moet dien dat die pasiënt geestelik verstoord is en nie sy of haar belange kan behartig nie;
- (f) die name, beroepe en adresse van die onderskeie persone wat vir aanstelling as kurator *ad litem* en daarna as kurator vir die pasiënt se persoon of goed voorgestel word, en 'n verklaring dat hierdie persone genader is en te kenne gegee het dat hulle, indien aangestel, in staat en gewillig sal wees om in die onderskeie hoedanighede te dien.
- (3) Die aansoek moet sover moontlik gesteun word deur—
- (a) 'n beëdigde verklaring van minstens een persoon wat die pasiënt goed ken, met besonderhede oor die pasiënt se geestestoestand waarvan die deponent persoonlik kennis dra. As so iemand aan die pasiënt verwant is of persoonlike belang by die bepalings van 'n aangevraagde bevel het, moet volledige besonderhede van die verwantskap of belang gegee word;
- (b) beëdigde verklarings van minstens twee mediese praktisyns, een van wie waar doenlik 'n psigiater of ander mediese praktisyn met gepaste

kundigheid moet wees wat die pasiënt kort tevore ondersoek het ten einde oor **[sy]** die pasiënt se geestestoestand verslag te doen. Die verklarings moet al hulle waarnemings insake die pasiënt se geestestoestand bevat, asook hul menings oor die aard, omvang en waarskynlike duur van die geestesverstoring of -gebrek wat hulle gevind het, met hul redes daarvoor, gevolg deur 'n opinie of die pasiënt bekwaam is om sy of haar belange te behartig. Die mediese praktisyns moet sover moontlik nie aan die pasiënt verwant wees nie en geen persoonlike belang by die bepalings van 'n aangevraagde bevel hê nie.

(4) By die aanhoring van die aansoek in subreël (1) bedoel kan die hof die voorgestelde persoon of enige ander geskikte persoon as kurator *ad litem* aanstel, die aansoek van die hand wys of na goeddunke 'n ander bevel gee. Meer bepaald kan die hof as goeie gronde aangevoer is en vanweë dringendheid of ander besondere omstandighede, enige van die vereistes van hierdie reël oor die hoof sien.

(5) Na **[sy]** aanstelling moet die kurator *ad litem* (wat waar doenlik 'n advokaat of anders 'n prokureur moet wees) onverwyld 'n onderhoud met die pasiënt voer en **[hom]** die pasiënt die doel en aard van die aansoek meedeel tensy **[hy]** die kurator na raadpleging van een van die mediese praktisyns in paragraaf (b) van subreël (3) bedoel, meen dat dit die pasiënt se gesondheid sal benadeel. **[Hy]** Die kurator moet sodanige verdere navrae doen as wat in die saak nodig skyn te wees en 'n verslag aan die hof opstel waarin **[hy]** die kurator ook alle verdere feite wat hy of sy mog vasgestel het aangaande die pasiënt se geestestoestand, **[sy]** middele en omstandighede vermeld, en die aandag vestig op enige oorweging wat **[hy]** die kurator meen die hof sal beïnvloed betreffende die bepalings van die aangevraagde bevel. **[Die verslag moet hy by die griffier indien en terselfdertyd aan die applikant 'n afskrif daarvan verskaf.]**

(6) By ontvangs van die verslag moet die applikant **[dit]** die verslag tesame met afskrifte van die verklarings in subreëls (2) en (3) bedoel, aan die Meester van die Hooggeregshof wat jurisdiksie het, vir oorweging en verslag aan die hof voorlê.

(7) In **[sy]** sodanige verslag moet die Meester **[tot die beste van sy vermoë]** sover moontlik kommentareer oor die pasiënt se middele en algemene omstandighede en die -al of nie-geskiktheid van die persoon wat as kurator van die pasiënt of **[sy]** die pasiënt se goed voorgestel is, en aanbevelings doen oor die verskaffing van sekuriteit en die instuur van rekeninge deur die kurator en die magte wat na sy mening aan hom toevertrou behoort te word. 'n Afskrif van die verslag moet aan die kurator *ad litem* verskaf word.

(8) By ontvangs van die verslag van die Meester kan die applikant die saak op dieselfde stukke vir aanhoring ter rolle plaas om 'n bevel aan te vra waarin verklaar word dat die pasiënt geestelik verstoord is en derhalwe onbekwaam om sy of haar belange te behartig, en waarin die voorgestelde persoon aangestel word as kurator vir die persoon of goed van die pasiënt, of albei. Die applikant moet kennis van die terrolleplasing aan die kurator *ad litem* gee, wat dit **[desverkieënd]** aan die pasiënt kan meedeel, indien dit raadsaam is.



(9) Die hof kan beveel dat die applikant, die pasiënt en andere die aanhoring moet bywoon om mondelinge getuienis af te lê of inligting te verskaf wat die hof mag verlang.

(10) By oorweging van die aansoek, die verslae van die kurator *ad litem* en [van] die Meester en sodanige verdere inligting of getuienis as wat mondelings of andersins voorgelê mog wees, kan die hof gelas dat die aansoek aan die pasiënt beteken word of [hy] die hof kan die pasiënt geestelik verstoord verklaar en onbekwaam om sy of haar eie belange te behartig, en 'n geskikte persoon as kurator vir [hom of sy] die pasiënt of die pasiënt se goed of albei aanstel, met die voorbehoude wat [hy] die hof goevind, of [hy] die hof kan die aansoek van die hand wys of in die algemeen na goe dunk 'n bevel gee (insluitende 'n bevel dat die koste van die verrigtinge uit die bates van die pasiënt betaal word).

(11) Verskillende persone kan, mits iedereen die vereistes van hierdie reël nagekom het, voorgestel en afsonderlik aangestel word as kurator vir die persoon en kurator vir die goed van iemand wat verklaar is geestelik verstoord te wees en onbekwaam om sy of haar eie belange te behartig.

(12) **[Subreëls (1), (2) en (4) tot en met (10) geld, vir sover hulle daarop toegepas kan word, ook *mutatis mutandis* vir 'n aansoek om aanstelling deur die hof van 'n kurator ingevolge artikel 56 van die Wet op Geestesgesondheid, 1973 (Wet 18 van 1973), vir die goed van iemand wat aangehou word as geestelik verstoord of gebrekkig of wat as sodanig verklaar is, of wat aangehou word as 'n geestelik verstoorde of gebrekkige gevangene of as 'n pasiënt wat die beskikking van die Staatspresident afwag en wat onbekwaam is om sy belange te behartig.]**

(13) Behalwe vir sover [as wat] die hof op aansoek anders mag voorskryf, geld subreëls (1) tot (11) [*mutatis mutandis*] met die nodige veranderinge deur die samehang vereis, vir elke aansoek om aanstelling van 'n kurator *bonis* vir iemand op grond daarvan dat [hy] die persoon vanweë 'n gebrek, geestelik of liggaamlik, onbekwaam is om sy of haar eie belange te behartig.

(14) Iemand wat deur die hof geestelik verstoord verklaar is en onbekwaam om sy of haar eie belange te behartig, en vir wie se persoon of goed 'n kurator aangestel is, en wat by die hof aansoek wil doen om 'n verklaring dat [hy] die persoon nie meer geestelik verstoord is en onbekwaam om sy of haar eie belange te behartig nie, of wat vrygestel wil word van kuratele, na gelang van die geval, moet 15 dae kennis van so 'n aansoek aan die kurator en die Meester gee.

(15) By die ontvangs van [so 'n] die kennisgewing in subreël (14) bedoel en na oorweging van die aansoek en [sodanige ander] die beskikbare inligting [as wat hy het], moet die Meester onverwyld verslag daaroor aan die hof doen en moet terselfertyd kommentareer op enige aspek van die saak waarop na [sy] die Meester se mening die hof se aandag gevestig behoort te word.

(16) **[Subreëls (14) en (15) geld ook vir 'n aansoek om vrystelling van kuratele deur iemand wat ingevolge artikel 53 van die Wet op Geestesgesondheid, 1973 (Wet 18 van 1973), uit 'n inrigting waar hy aangehou is, ontslaan is maar ten opsigte van wie 'n kurator *bonis* deur die hof ingevolge artikel 56 van die genoemde Wet aangestel is.]**

(17) Na die aanhoring van 'n aansoek in subreël[s] (14) [en (16)] bedoel, kan die hof die applikant vry van geestesverstoring verklaar en bekwaam om sy of haar belange te behartig en [hom] die applikant van kuratele onthef, of die aansoek van die hand wys, of [mero motu] uit eie beweging 'n kurator *ad litem* aanstel om volgens goedvinde van die hof navrae te doen en daaroor te rapporteer, of [hy] die hof kan sodanige verdere getuienis as wat [hy] die hof wenslik ag, aanvra en die verdere aanhoring van die saak uitstel in afwagting van so 'n verslag, beëdigde verklaring of getuienis, na gelang van die geval, of hy kan die aangeleentheid [sine die] onbepaald uitstel en na goeddunke 'n kostebevel gee.”.

### Vervanging van Vorm 9 van Reëls

6. Vorm 9 van die Eerste Bylae tot die Reëls, word hierby deur die volgende Vorm vervang:

#### “VORM 9

#### Vorm 9

#### Dagvaarding

(Eis ten opsigte van skuld of gelijkwideerde eis)  
IN DIE HOOGEREGSHOF VAN SUID-AFRIKA  
(..... AFDELING)

Saaknommer:

.....

In die saak tussen:

Eiser

En

Verweerder

Aan die balju of adjunk:

STEL A.B., van (meld adres) .....(meld geslag en beroep)..... (hierna die verweerder genoem), in kennis dat C.D., van ..... (vermeld geslag en beroep) .....(hierna die eiser genoem), hierby 'n aksie teen [hom] die verweerder instel in welke aksie die eiser vorder:

(Sit die eiser se skuldoorsaak hier bondig uiteen.)

STEL die verweerder verder in kennis dat indien [hy] die verweerder die eis betwis en die aksie wens te verdedig, [hy] die verweerder binne ..... dae na die betekening aan [hom] die verweerder van hierdie dagvaarding by die griffier van hierdie hof te ..... (meld adres van die griffier) 'n kennisgewing van [sy] die verweerder se voorneme om te verdedig moet indien en 'n afskrif daarvan aan die eiser se prokureur

moet beteken, in welke kennisgewing 'n adres (nie synde 'n posbus of *poste restante* nie) soos in reël 19(3) bedoel vir die betekening aan die verweerder van alle kennisgewings en dokumente in die aksie, aangegee moet word.

STEL die verweerder verder in kennis dat indien **[hy] die verweerder** versuim om 'n kennisgewing in te dien en te beteken soos voormeld, vonnis soos aangevra teen **[hom] die verweerder** gegee kan word sonder verdere kennisgewing aan **[hom] die verweerder**.

En beteken onmiddellik daarna 'n afskrif van hierdie dagvaarding aan die verweerder en lewer die oorspronklike dagvaarding aan die griffier terug met 'n relaas van wat u daaromtrent gedoen het.

GEDATEER te ..... hierdie .....dag van .....**[19] 20**....

.....  
Hooggeregshof

Griffier van die

.....  
Eiser se Prokureur  
(Adres)

.....  
.....  
.....

### Vervanging van Vorm 10 van Reëls

7. Vorm 10 van die Eerste Bylae by die Reëls, word hierby deur die volgende Vorm vervang:

#### Vorm 10 Gekombineerde Dagvaarding

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA  
(AFDELING)

Saak No

.....

In die saak tussen:

Eiser

En

Verweerder

Aan die balju of adjunk:

STEL A.B., van (vermeld adres) ..... (vermeld geslag en beroep) ..... (hierna die verweerder genoem) in kennis dat C.D. van (vermeld adres) ..... (vermeld geslag en beroep) ..... (hierna die eiser genoem), hierby 'n aksie teen **[hom] die verweerder** instel waarin **[hy] die eiser die volgende [regshulp] eis: [wat in die aangehegte besonderhede aangegee word, op die gronde daarin uiteengesit.]**

(Sit die eiser se gronde vir die aksie hier kortliks uiteen).

STEL die verweerder verder in kennis dat indien **[hy] die verweerder** die eis betwis en die aksie wens te verdedig, **[hy] die verweerder**:

- (i) binne ..... dae na die betekening aan **[hom] die verweerder** van hierdie dagvaarding by die griffier van hierdie hof te ..... (meld adres van die griffier) 'n kennisgewing van **[sy] daardie verweerder se** voorneme om te verdedig moet indien en 'n afskrif daarvan aan die eiser se prokureur moet beteken, waarin 'n adres (nie synde 'n posbus of *poste restante* nie) soos in reël 19(3) bedoel vir die betekening aan die verweerder van alle kennisgewings en dokumente in die aksie, aangegee word;
- (ii) daarna, en binne 20 dae na die indiening en betekening van die kennisgewing van voorneme om te verdedig soos voormeld, by die griffier 'n pleit, eksepsie, kennisgewing van mosie vir deurhaling, met of sonder 'n teeneis, moet indien en aan die eiser moet beteken.

STEL die verweerder verder in kennis dat indien **[hy] die verweerder** versuim om 'n kennisgewing soos voormeld in te dien of te beteken, vonnis soos aangevra teen **[hom] die verweerder** gegee kan word sonder verdere kennisgewing aan **[hom] die verweerder**, of indien **[hy] die verweerder** versuim om te pleit, eksepsie op te werp, aansoek om deurhaling te doen of 'n teeneis in te stel nadat so 'n kennisgewing ingedien en beteken is, vonnis ook teen **[hom] die verweerder** gegee kan word. En beteken onmiddellik daarna 'n afskrif van **[hierdie] die oorspronklike** dagvaarding aan die verweerder en lewer die oorspronklike aan die griffier terug met 'n relaas van wat u ook al daaromtrent gedoen het.

GEDATEER te ..... op hierdie .....dag van .....**[19] 20**.....

.....

.....

Griffier van die Hooggeregshof

**AANHANGSEL**

**Besonderhede van eiser se vordering**

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Eiser se Prokureur

Adres van Eiser se Prokureur

.....

.....

Eiser se Advokaat

**Inwerkingtreding**

8. Hierdie reëls en vorms tree in werking op 1 Februarie 2022.

**DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT**

NO. R. 1604

17 December 2021

**RULES BOARD FOR COURTS OF LAW ACT, 1985 (ACT NO. 107 OF 1985)****AMENDMENT OF RULES REGULATING THE CONDUCT OF THE PROCEEDINGS  
OF THE MAGISTRATES' COURTS OF SOUTH AFRICA**

The Rules Board for Courts of Law has, under section 6 of the Rules Board for Courts of Law Act, 1985 (Act No. 107 of 1985), and with the approval of the Minister of Justice and Correctional Services, made the rules in the Schedule.

**SCHEDULE****GENERAL EXPLANATORY NOTE:**

- [ ] Words or expressions in bold type in square brackets indicate omissions from the existing rules.
- Words or expressions underlined with a solid line indicate insertions into the existing rules.

**Definition**

1. In this Schedule "the Rules" means the Rules Regulating the Conduct of the Proceedings of the Magistrates' Courts of South Africa published under Government Notice No. R. 740 of 23 August 2010, as amended by Government Notice Nos. R. 1222

of 24 December 2010, R. 611 of 29 July 2011, R. 1085 of 30 December 2011, R. 685 of 31 August 2012, R. 115 of 15 February 2013, R. 263 of 12 April 2013, R. 760 of 11 October 2013, R. 183 of 18 March 2014, R. 215 of 28 March 2014, R. 507 of 27 June 2014, 571 of 18 July 2014, R. 5 of 9 January 2015, R. 32 of 23 January 2015, R. 33 of 23 January 2015, R. 318 of 17 April 2015, R. 545 of 30 June 2015, R. 2 of 19 February 2016, R. 1055 of 29 September 2017, R. 1272 of 17 November 2017, R. 632 of 22 June 2018, R. 1318 of 30 November 2018, R. 842 of 31 May 2019, R. 1343 of 18 October 2019, R. 107 of 7 February 2020, R. 858 of 7 August 2020 and R. 1156 of 30 October 2020.

## Substitution of rule 1 of the Rules

2. The following rule is hereby substituted for rule 1 of the Rules:

### "1. Purpose and application of rules

(1) The purpose of these **[Rules] rules** is to promote access to the courts and to **[ensure that] give effect** to the right to have any dispute **[disputes]** that can be resolved by the application of law **[by] decided in** a fair public hearing before a court **[is given effect to]**.

(2) These **[Rules] rules** are to be applied so as to facilitate the expeditious handling of disputes and the minimisation of costs involved.

(3) In order to promote access to the courts **[or when it is] and** in the interest of justice **[to do so]**, a court may, at a conference convened in terms of section 54(1) of the Act, dispense with any provision of these **[Rules] rules** and give directions as to the procedure to be followed by the parties so as to dispose of the action in the most expeditious and least costly manner.

(4) (a) The forms contained in Annexure 1 may be used with such variation as circumstances require.

(b) Subject to the provisions of paragraph (a), the clerk or registrar of the court may refuse to issue –

(i) any summons purporting to be in the form of Form 2, 2A, 2B, 2C or 3, but which does not substantially comply with the prescribed requirements; or

(ii) any written request as referred to in section 59 of the Act which does not substantially comply with a request contained in Form 5A or 5B.

(c) All processes of the court for service or execution and all documents or copies to be filed of record, other than documents or copies filed of record as documentary proof, shall be on standard A4 paper unless if filed in electronic format [on paper known as A4 standard paper of a size of approximately 210 mm by 297 mm].”.

#### **Substitution of rule 16 of the Rules**

3. The following rule is hereby substituted for rule 16 of the Rules:

##### **“16. Further particulars**

(1) Subject to sub-rules (2), (3) and (4) further particulars shall not be requested.

(2) [(a) **After the close of pleadings any party may, not less than 20 days before trial, deliver a notice requesting only such further particulars as are strictly necessary to enable him or her to prepare for trial.]**

(a) Any party may, within 20 days after the discovery of documents provided for in rule 23, deliver a notice requesting only such further particulars as are strictly necessary to enable him or her to prepare for trial.

(b) A request contemplated in paragraph (a) shall be complied with within 10 days after receipt thereof.

(3) A request for further particulars for trial and the reply thereto shall be signed by an attorney or, if a party is unrepresented, by that party.

(4) If a party who has been requested in terms of this rule to furnish any particulars fails to deliver them timeously or sufficiently, the party requesting the same may apply to court for an order for their delivery or for the dismissal of the action or the striking out of the defence, whereupon the court may make such order as it deems fit.

(5) A court shall at the conclusion of a trial **[*mero motu*]** of its own accord consider whether the further particulars were strictly necessary, and shall disallow all costs of and flowing from any unnecessary request or reply, or both, and may order either party to pay the costs thereby wasted, on an attorney and client basis or otherwise.”.

#### **Substitution of rule 22 of the Rules**

4. The following rule is hereby substituted for rule 22 of the Rules:



**“22. Set-down of trial**

(1) The trial of an action shall be subject to the delivery by the plaintiff, after the pleadings have been closed, of notice of trial for a day or days approved by the registrar or clerk of the court: Provided that, if the plaintiff does not within 15 days after the pleadings have been closed deliver notice of trial, the defendant may do so.

(2) The delivery of notice of trial shall automatically operate to set down for trial at the same time any claim in reconvention made by the defendant.

(3) Delivery of notice of trial shall be effected at least 20 days before the day so approved.

(4) (a) On receipt of an application for a trial date the registrar or clerk of the court shall draw the court file and take it to the magistrate to enable the magistrate to consider whether a pre-trial conference in terms of section 54 of the Act is necessary. **Provided that the trial date shall be allocated within 10 days of receipt of the application for trial date.]**

(b) Subject to paragraph (a), a trial date shall be allocated within 10 days of receipt of the application for a trial date: Provided that a trial date in defended actions may only be allocated after the magistrate had certified the case trial-ready in matters considered appropriate for judicial case management by the court.

(c) Upon allocation of a date for trial, the registrar or clerk of the court shall inform all parties of the allocated date.

(5) (a) In divorce actions or actions for nullity of marriage, notwithstanding anything in this rule contained, the registrar of the court shall at the written request of the plaintiff set the action down for hearing at the time and place and on a date to be fixed by the registrar of the court, if the defendant has-

**[(a)] (i)** failed to deliver the notice of intention to defend; or

**[(b)] (ii)** failed to deliver a plea after receiving a notice in terms of rule 21B(2); or

**[(c)] (iii)** given written notice to the plaintiff and the registrar or clerk of the court that he or she does not intend defending the action, but no notice of such request or set down need to be served on the defendant.

(b) If there are minor children involved, the Office of the Family Advocate must be informed of the date on which the matter is set down for hearing.

(6) When an undefended divorce action is postponed the action may be continued before another court notwithstanding that evidence has been given.

(7) A party who receives notice of the trial date of an action shall, if such party has not yet made discovery in terms of rule 23, within 20 days deliver a sworn statement which complies with rule 23(2)."

#### **Insertion of rule 22A to the Rules**

5. The following rule is hereby inserted after rule 22 of the Rules:

#### **"22A. Meeting between parties to prepare for pre-trial conference or trial**

"(1) A party who receives a notice for a pre-trial conference as provided for in section 54 of the Act or for trial may within 10 days deliver a notice appointing a date, time and place for a meeting to prepare for such a pre-trial conference or trial between the parties.

(2) (a) The parties may hold the meeting referred to in sub-rule (1) using telephonic or electronic means.

(b) The date, time, place or form of the meeting referred to in sub-rule (1) may be amended by agreement between the parties: Provided that such a meeting shall be held not later than 10 days prior to the date of hearing.

(3) Each party shall, not later than 5 days prior to the meeting referred to in sub-rule (1), furnish every other party with a list of –

(a) the admissions which such party requires;

(b) the enquiries which such party will direct and which are not included in a request for further particulars for trial; and

(c) other matters regarding preparation for trial which such party will raise for discussion.

(4) At the meeting referred to in sub-rule (1), the matters mentioned in sub-rules (3) and (5) shall be dealt with.

(5) The minutes of the meeting referred to in sub-rule (1) shall be prepared and signed by or on behalf of every party and the following shall appear therefrom:

(a) The date, place, form and duration of the meeting and the names of the persons present;

(b) if a party feels prejudiced because another party has not complied with the rules of court, the nature of such non-compliance and prejudice;

(c) that every party claiming relief has requested such party's opponent to make a settlement proposal and that such opponent has reacted thereto;

(d) whether any issue has been referred by the parties for mediation, arbitration or decision by a third party and the basis on which it has been so referred;

(e) whether the case should be transferred to another court;

(f) whether the case should be separated in terms of rule 29(6);

(g) the admissions made by each party;

(h) any dispute regarding the duty to begin or the onus of proof;

(i) any agreement regarding the production of evidence by way of an affidavit in terms of rule 29(16);

(j) which party will be responsible for the copying and other preparation of documents;

(k) which documents or copies of documents will, without further proof, serve as evidence of what they purport to be, which extracts may be proved without proving the whole document or any other agreement regarding the proof of documents; and

(l) whether the parties are ready to proceed with trial.

(6) The minutes referred to in sub-rule (5) shall be filed with the registrar or clerk of the court by the plaintiff not later than five days prior to the pre-trial conference or trial date.”.

### **Substitution of rule 23 of the Rules**

6. The following rule is hereby substituted for rule 23 of the Rules:

#### **“23. Discovery of documents**

(1) (a) Any party to any action may require any other party thereto, by notice in writing, to make discovery on oath within 20 days of all documents and tape, electronic, digital or other forms of recordings relating to any matter in question in such action, whether such matter is one arising between the party requiring discovery and the party

required to make discovery or not, which are or have at any time been in the possession or control of such other party.

(b) A notice in terms of paragraph (a) shall not, save with the leave of a magistrate, be given before the close of pleadings.

(2) (a) A party required to make discovery shall within 20 days or within the time stated in any order of a magistrate make discovery of such documents on affidavit **[similar to]** corresponding substantially with Form 13 of Annexure 1, specifying separately –

(i) such documents and tape, electronic, digital or other forms of recordings in his or her possession or that of his or her agent other than the documents and tape recordings mentioned in paragraph (b);

(ii) such documents and tape, electronic, digital or other forms of recordings in respect of which he or she has a valid objection to produce; and

(iii) such documents and tape, electronic, digital or other forms of recordings which he or she or his or her agent had, but no longer has in his or her possession at the date of the affidavit.

(b) A document shall be deemed to be sufficiently specified if it is described as being one of a bundle of documents of a specified nature, which have been initialled and consecutively numbered by the deponent.

(c) Statements of witnesses taken for purposes of the proceedings, communications between attorney and client and between attorney and advocate, pleadings, affidavits and notices in the action shall be omitted from the schedules.

(3) If any party believes that there are, in addition to documents or tape, electronic, digital or other forms of recordings disclosed in terms of this rule, other documents, including copies thereof, or tape, electronic, digital or other forms of recordings which may be relevant to any matter in question in the possession of any other party thereto, the former may give notice to the latter requiring the latter **[him or her]** to make the same available for inspection in accordance with sub-rule (6), or to state on oath within 10 days that such documents or tape, electronic, digital or other forms of recordings are not in his or her possession, in which event such party **[he or she]** shall state their whereabouts, if known **[to him or her]**.

(4) A document or tape, electronic, digital or other forms of recording not disclosed as requested in terms of this rule may not, save with the leave of the court granted on such terms as **[to it may seem meet]** it may deem appropriate, be used for any purpose at

the trial by the party who was obliged, but failed to disclose it, provided that any other party may use such document or tape, electronic, digital or other forms of recording.

(5) (a) Where the **[Road Accident]** Fund as defined in the Road Accident Fund Act, 1996 (Act No. 56 of 1996), is a party to any action by virtue of the provisions of that Act, any party **[thereto] to such action** may obtain discovery in the manner provided in paragraph (d) against the driver or owner or short-term insurer of the vehicle or employer of the driver of the vehicle, referred to in that Act. [, as defined in that Act, of that vehicle.]

**[(b) Paragraph (a) shall apply *mutatis mutandis* to the driver of a vehicle owned by a person, state, government or body of persons referred to in the Road Accident Fund Act, 1996.]**

(b) Paragraph (a) shall apply with appropriate changes to the driver or owner or short-term insurer of the vehicle or employer of the driver of a vehicle referred to in the Road Accident Fund Act, 1996.

(c) Where the plaintiff sues as a cessionary, the defendant shall **[mutatis mutandis]** have the same rights under this rule against the cedent, with necessary changes.

(d) A party requiring discovery in terms of paragraph (a), (b), or (c) shall do so by notice **[similar to] corresponding substantially with** Form 14 of Annexure 1.

(6) (a) Any party may at any time by notice **[similar to] corresponding substantially with** Form 15 of Annexure 1 require any party who has made discovery to make available for inspection any document or tape, electronic, digital or other form of recording disclosed in terms of sub-rules (2) and (3).

(b) A notice provided for in paragraph (a) shall require the party to whom notice is given to deliver **[to him or her]** within **[5] five days, to the party requesting discovery,** a notice **[similar to] corresponding substantially with** Form 15A of Annexure 1, stating a time within **[5] five** days from the delivery of such **[latter]** notice when the document or tape, electronic, digital or other form of recording may be inspected at the office of **[his or her] such party's** attorney or, if **[he or she] such party** is not represented by an attorney, at some convenient place mentioned in the notice, or in the case of bankers' books or other books of account or books in constant use for the purposes of any trade, business or undertaking, at their usual place of custody.

(7) (a) A party receiving a notice **[similar to] corresponding substantially with** Form 15A of Annexure 1 mentioned in sub-rule (6)(b) shall be entitled at the time therein stated, and for a period of **[5] five** days thereafter during normal business hours and on

any one or more of such days, to inspect such document or tape, electronic, digital or other form of recording and to take copies or transcriptions thereof.

(b) A party's failure to produce any such document or tape, electronic, digital or other form of recording required for inspection shall preclude **[him or her]** such party from using it at the trial, save where the court on good cause shown allows otherwise.

(8) If any party fails to give discovery as aforesaid or, having been served with a notice under sub-rule (6)(a), omits to give notice of a time for inspection as provided for in sub-rule 6(b) or fails to give inspection as required by that sub-rule, the party desiring discovery or inspection may apply to a court, which may order compliance with this rule and, failing such compliance, may dismiss the claim or strike out the defence.

(9) Any party to an action may after the close of pleadings give notice to any other party to specify in writing particulars of dates and parties of or to any document or tape, electronic, digital or other form of recording intended to be used at the trial of the action on behalf of the party to whom notice is given, and the party receiving such notice shall not less than 15 days before the date of trial deliver a notice-

(a) specifying the dates of and parties to and the general nature of any such document or tape, electronic, digital or other form of recording which is in **[his or her]** such party's possession; or

(b) specifying such particulars as **[he or she]** the party may have to identify any such document or tape, electronic, digital or other form of recording not in **[his or her]** such party's possession, at the same time furnishing the name and address of the person in whose possession such document or tape, electronic, digital or other form of recording is.

(10) (a) Any party proposing to prove any document or tape, electronic, digital or other form of recording at a trial may give notice to any other party requiring him or her within 10 days after the receipt of such notice to admit that such document or tape, electronic, digital or other form of recording was properly executed and is what it purports to be.

(b) If a party receiving a notice under paragraph (a) does not within the said period admit as required, then as against such party the party giving the notice shall be entitled to produce the document or tape, electronic, digital or other form of recording specified at the trial without proof other than proof, if it is disputed, that the document or tape, electronic, digital or other form of recording is the document or tape, electronic, digital or other form of recording referred to in the notice and that the notice was duly given.

(c) If a party receiving a notice under paragraph (a) states that the document or tape, electronic, digital or other form of recording is not admitted as required, it shall

be proved by the party giving the notice before **[he or she]** such party is entitled to use it at the trial, but the party not admitting it may be ordered to pay the costs of its proof.

(11) (a) Any party may give to any other party who has made discovery of a document or tape, electronic, digital or other form of recording notice to produce at the hearing the original of such document or tape, electronic, digital or other form of recording, not being a privileged document or tape, electronic, digital or other form of recording, in such party's possession.

(b) A notice under paragraph (a) shall be given not less than **[5]** five days before the hearing but may, if the court so allows, be given during the course of the hearing.

(c) If any notice under paragraph (a) is so given, the party giving the same may require the party to whom notice is given to produce the said document or tape, electronic, digital or other form of recording in court and shall be entitled, without calling any witness, to hand in the said document or object, which shall be receivable in evidence to the same extent as if it had been produced in evidence by the party to whom notice is given.

(12) The court may, during the course of any proceeding, order the production by any party thereto under oath of such document or tape, electronic, digital or other form of recording in **[his or her]** such party's power or control relating to any matter in question in such proceeding as the court may deem fit, and the court may deal with such document or tape, electronic, digital or other form of recording, when produced, as it deems **[fit]** appropriate.

(13) (a) Any party to any proceeding may at any time before the hearing thereof deliver a notice **[similar to]** corresponding substantially with Form 15B of Annexure 1 to any other party in whose pleadings or affidavits reference is made to any document or tape, electronic, digital or other form of recording to\_

(i) produce such document or tape, electronic, digital or other form of recording for his or her inspection and to permit him or her to make a copy or transcription thereof [.];

(ii) state in writing within 10 days whether the party receiving the notice objects to the production of the document or tape, electronic, digital or other form of recording and the grounds therefor; or

(iii) state on oath within 10 days that such document or tape, electronic, digital or other form of recording is not in such party's possession and in such event to state its whereabouts, if known.

(b) Any party failing to comply with a notice under paragraph (a) shall not, save with the leave of the court, use the relevant document or tape, electronic, digital or other form of recording in such proceeding provided that any other party may use such document or tape, electronic, digital or other form of recording.

**[(14) The provisions of this rule relating to discovery shall *mutatis mutandis* apply, in so far as the court may direct, to applications.]**

(14) The provisions of this rule relating to discovery shall apply with the necessary changes to applications, in so far as the court may direct.

(15) After appearance to defend has been delivered, any party to any action may, for purposes of pleading, require any other party to-

(a) make available for inspection within [5] five days a clearly specified document or tape, electronic, digital or other form of recording in his or her possession which is relevant to a reasonably anticipated issue in the action and to allow a copy or transcription to be made thereof [.];

(b) state in writing within 10 days whether the party receiving the notice objects to the production of the document or tape, electronic, digital or other form of recording and the grounds therefor; or

(c) state on oath within 10 days that such document or tape, electronic, digital or other form of recording is not in such party's possession and in such event to state its whereabouts, if known.

(16) For purposes of this rule and rule 26-

(a) a document includes any written, printed or electronic matter, and data and data messages as defined in the Electronic Communications and Transactions Act, 2002; and

(b) a tape recording includes a sound-track, film, magnetic tape, record or any other material on which visual images, sound or other information can be recorded or any other form of recording."

#### **Substitution of rule 24 of the Rules**

7. The following rule is hereby substituted for rule 24 of the Rules:

**"24. Medical examinations, inspection of things, expert testimony and tendering in evidence any plan, diagram, model or photograph**



**[(1) Subject to this rule, any party to proceedings in which damages or compensation in respect of alleged bodily injury is claimed may require any party claiming such damages or compensation whose state of health is relevant to the determination of such damages or compensation to submit to an examination by one or more duly registered medical practitioners.]**

(1) A party to proceedings in which damages or compensation in respect of alleged bodily injury is claimed shall have the right to require any party claiming such damages or compensation whose state of health is relevant to the determination thereof, to submit to a medical examination.

**[(2) (a) Any party requiring another party to submit to an examination provided for in sub-rule (1) shall deliver a notice specifying the nature of the examination required, the person or persons by whom it will be conducted, the place where and the date (being not less than 15 days from the date of such notice) and time it is desired that such examination shall take place and requiring such other party to submit himself or herself for examination at such place, date and time.]**

(2) (a) A party may deliver a notice to another party requiring such party to submit to a medical examination provided for in sub-rule (1) and shall specify in the notice —

(i) the nature of the examination required;

(ii) the person or persons who shall conduct the examination; and

(iii) the place where and the date (being not less than 15 days from the date of such notice) and time when it is desired that the examination shall take place.

**[(b) A notice referred to in paragraph (a) shall state that the other party may have his or her own medical adviser present at such examination, and shall be accompanied by a remittance in respect of the reasonable expense to be incurred by the other party in attending such examination.]**

(b) A notice contemplated in paragraph (a) shall—

(i) state that the party being examined may have his or her own medical adviser present at the examination; and

(ii) be accompanied by a remittance in respect of the reasonable expense to be incurred by the party in attending the examination.

(c) **[The amount of the expense]** The expenses referred to in paragraph (b)(ii) shall be tendered on the scale as if such person **[were]** was a witness in a civil suit before the court: Provided that—

(i) **[if the other party is physically incapable of proceeding on his or her own to attend such examination,]** if the party being examined is immobile, the amount to be paid **[to him or her]** shall include the cost of **[his or her travelling by motor vehicle]** travelling by any necessary form of transport and, where required, the reasonable cost of a person attending upon **[him or her]** the person to be examined;

**[(ii) where the other party will actually forfeit any salary, wage or other remuneration during the period of his or her absence from work he or she shall in addition to his or her expenses on the basis of a witness in a civil case be entitled to receive an amount not exceeding R75 per day in respect of the salary, wage or other remuneration which he or she will actually forfeit, and]**

(ii) where the party being examined will actually lose any salary, wage or other remuneration during the period of absence from work, such party shall, in addition to the expenses contemplated in subparagraph (i), be entitled to receive from the party requiring such examination, an amount per day in respect of the salary, wage or other remuneration which such person will actually lose: Provided that the amount to be received shall not exceed the amount determined by the Minister for witnesses in civil proceedings, in accordance with applicable legislation; and

(iii) any amount paid by a party in accordance with **[terms of]** this sub-rule shall be costs in the cause, unless the court otherwise directs.

(3) (a) **[Any]** A party receiving a notice referred to in sub-rule (2)(a) shall, within **[10]** five days of the service **[thereof]** of the notice, notify the party delivering it; in writing; of the nature and grounds of any objection which **[he or she]** such party may have in relation to—

(i) the nature of the proposed examination;

(ii) the person or persons **[by whom the examination is to be conducted]** who shall conduct the examination;

(iii) the place, date or time of the examination; and

(iv) the amount of the expenses tendered **[to him or her],**

and shall further—

(aa) in the case of **[his or her]** the objection being to the place, date or time of the examination, **[suggest]** furnish an alternative place, date or time, **[for the examination or;]** as the case may be; and

(bb) in the case of **[his or her]** the objection being to the amount of the expenses tendered, furnish particulars of such increased amount as **[he or she may require]** may be required.

(b) If a party receiving the notice referred to in sub-rule (2)(a) does not deliver **[any objection within the period referred to in paragraph (a), he or she]** an objection within the period of five days referred to in paragraph (a), such party shall be deemed to have agreed to the examination upon the terms set forth by the party giving the notice.

(c) If a party receiving an objection is of the opinion that the objection or any part thereof is not well-founded **[he or she]**, such party may apply to the court to determine the conditions upon which the examination, if any, is to be conducted.

**[(4) Any party to proceedings referred to in sub-rule (1), may at any time by notice require any party claiming any damages or compensation so referred to, to make available and to furnish copies thereof on request, in so far as he or she is able to do so, to such first-mentioned party within 15 days any medical report, hospital record, X-ray photograph, or other documentary information of a like nature relevant to the assessment of such damages or compensation.]**

(4) Any party to proceedings referred to in sub-rule (1), may at any time by notice require any claimant to make available, in so far as he or she is able to do so, to such other party within 10 days any medical reports, hospital records, X-ray photographs, other medical imaging or other documentary information of a like nature relevant to the assessment of such damages or compensation and to furnish copies or records thereof on request.

(5) If it appears from any medical examination carried out either by agreement between the parties or in pursuance of any notice given in terms of this rule or **[any determination made by the court under sub-rule (3)]** by order of the court that any further medical examination by any other **[medical practitioner]** person is necessary or desirable for the purpose of obtaining full information on matters relevant to the assessment of such damages or compensation, any party may require a second and final examination in accordance with the provisions of this rule.

(5A) If any party claims damages resulting from the death of another person, **[he or she]** such person shall undergo a medical examination as prescribed in this rule if **[such examination]** it is requested and it is alleged that **[his or her]** such party's own state of health is relevant in determining the damages.

(6) If it appears that the state or condition of **[anything]** any property of any nature, **[whatsoever]** whether movable or immovable, may be relevant with regard to the decision of any matter at issue in any action, any party **[thereto]** may at any stage **[thereof, not later than 15 days before the hearing,]** give notice requiring the party relying upon the existence of such state or condition of such **[thing]** property or having such **[thing]** property in his or her possession or under his or her control to make it available for inspection or examination and may in such notice require such party to have such **[thing]** property or a fair sample thereof remain available for inspection or examination for a period of not **[exceeding]** more than 10 days from the receipt of the notice.

(7) (a) **[A party requested under sub-rule (6) to submit a thing]** The party called upon under sub-rule (6) to submit a property for inspection or examination may require the party [so] requesting it to specify the nature of the inspection or examination [for which such thing] to which it is to be submitted, and shall not be bound to submit such [thing therefor if he or she] property thereto if this will [be materially prejudiced] materially prejudice such party by reason of the effect thereof upon such [thing] property.

**[(b) In the event of any dispute whether a thing should be submitted for inspection or examination, either party may on application to the court state that the inspection or examination has been required and objected to and the court may make such order as it may deem fit.]**

(b) In the event of any dispute whether the property should be submitted for inspection or examination, such dispute shall be referred to court on notice delivered by either party stating that the inspection or examination has been required and objected to, and the court may make such order as it deems fit.

(8) Any party causing **[a medical examination or]** an inspection or examination to be made in terms of sub-rule (1) or (6) shall—

**[(a) cause the person making the medical examination or the inspection or examination to give a full report in writing of the results of such medical examination or inspection or examination, as the case may be, and the opinions that he or she formed as a result thereof on any relevant matter;]**

(a) cause the person making the inspection or examination to give a full report in writing, within two months of the date of the inspection or examination or within such other period as directed by a judicial officer at a pre-trial conference convened in terms section 54(2) of the Act, of the results of the inspection or examination and the opinions that such person formed as a result thereof on any relevant matter;

**[(b) after receipt of such report and upon request, furnish any other party with a complete copy thereof; and]**

(b) within five days after receipt of such report, inform all other parties in writing of the existence of the report, and upon request immediately furnish any other party with a complete copy thereof; and

(c) bear the expense of the carrying out of any such **[medical examination or] inspection or examination [and] ; Provided that** such expense shall form part of such party's costs.

(9) No person shall, save with the leave of the court or the consent of all parties to the suit, be entitled to call as a witness any person to give evidence as an expert **[upon] on** any matter upon which the evidence of expert witnesses may be received, unless **[he or she shall]—**

**[(a) not less than 15 days before the hearing, have delivered notice of his or her intention to do so; and**

**(b) not less than 10 days before the hearing, have delivered a summary of such opinions of such expert and his or her reasons therefor.]**

(a) where the plaintiff intends to call an expert, the plaintiff shall not more than 15 days after the close of pleadings, or where the defendant intends to call the expert, the defendant shall not more than 30 days after the close of pleadings, have delivered notice of intention to call such expert; and

(b) in the case of the plaintiff not more than 45 days after the close of pleadings, or in the case of the defendant not more than 60 days after the close of pleadings, such plaintiff or defendant shall have delivered a summary of the expert's opinions and the reasons therefor:

Provided that in divorce and related matters, the notice of intention to call an expert and the summary of the expert's opinion and the reasons thereof must also be filed with the Family Advocate at the same time it is delivered to the other party:

Provided further that where applicable, the notice and summary shall be delivered as directed by the judicial officer at any pre-trial conference convened in terms of section 54 of the Act.

(9A) The parties must—

(a) endeavour, as far as possible, to agree to appoint a single joint expert on any one or more or all issues in the case; and

(b) file a joint minute of experts relating to the same area of expertise within 20 days of the date of the last filing of such expert reports.

(10) [(a) No party to an action shall, except with the consent of all the other parties to the action or with the leave of the court, be entitled to tender in evidence any plan, diagram, model or photograph unless he or she shall not less than 10 days before the hearing of the action, have given every such other party notice of his or her intention to do so.]

(a) No party shall, save with the leave of the court or the consent of all the parties, be entitled to tender in evidence any plan, diagram, model or photograph unless such party shall, not more than 30 days after the close of pleadings, have delivered a notice to the other party stating an intention to do so.

(b) A notice under paragraph (a) shall state that every party receiving it shall be entitled to inspect such plan, diagram, model or photograph and shall require such party, within [5] 10 days of the receipt thereof, to state whether he or she has any objection to such plan, diagram, model or photograph being admitted in evidence without proof.

[(c) If a party receiving a notice under paragraph (a) fails within the period specified in the notice to state whether he or she objects to the admission in evidence of the plan, diagram, model or photograph referred to in the notice, such plan, diagram, model or photograph, as the case may be, shall be received in evidence upon its mere production and without further proof thereof.]

(c) If a party receiving the notice fails within the said period so to object, the said plan, diagram, model or photograph shall be received in evidence upon its mere production and without further proof thereof.

(d) If a party receiving [a] the notice [under paragraph (a)] objects to the admission in evidence of such plan, diagram, model or photograph, [such] the said plan, diagram, model or photograph [, as the case may be,] may be proved at the hearing [of the action] and the party receiving the notice may be ordered to pay the costs of such proof.”.

#### **Substitution of rule 25 of the Rules**

8. The following rule is hereby substituted for rule 25 of the Rules:

#### **“25. Judicial Case Management and pre-trial Conference**

(1) Judicial case management shall apply to any matter determined appropriate by the court, of own accord or upon the request of a party, at any stage after a notice of intention to defend is filed.

(2) Case management through judicial intervention shall be—

(a) used in the interests of justice to alleviate congested trial rolls and to address the problems which cause delays in the finalisation of cases;

(b) of the nature and extent as provided for in section 54 of the Act; and

(c) construed and applied in accordance with the principle that, notwithstanding the provisions herein providing for judicial case management, the primary responsibility remains with the parties and their legal representatives to prepare properly, comply with all rules of court, and act professionally in expediting the matter towards trial and adjudication.

(3) Save to the extent expressly provided for in this rule, the provisions of rule 22A shall not apply in matters which are referred for judicial case management.

(4) (a) At any stage of the proceedings, the registrar or clerk of the court may—

(i) direct compliance letters electronically to any party which fails to comply with the time limits for the filing of pleadings or any notice in terms of the rules; and

(ii) in the event of non-adherence to the directions stipulated in a letter of compliance contemplated in subparagraph (i), refer the matter to the judicial officer to consider whether a pre-trial conference as provided for in section 54 of the Act should be held.

(b) The request in writing by any party for a pre-trial conference referred to in section 54(1) of the Act shall be made to the registrar or clerk of the court requesting the court to call such a pre-trial conference and shall indicate generally the matters which it is desired should be considered at such conference.

(c) The registrar or clerk of the court shall place a request referred to in paragraph (b) before a judicial officer who shall, if he or she decides to call a conference, direct the registrar or clerk of the court to issue the necessary process.

(5) (a) A case shall not be allocated a trial date unless the case has been certified trial-ready by a judicial officer as provided for in rule 22(4)(b) or after a pre-trial conference has been concluded as provided for in section 54 of the Act.

(b) A judicial officer considering the trial readiness of a matter must be satisfied that—

(i) the case is ready for trial, and in particular, that all issues that are amenable to being resolved without a trial have been dealt with;

(ii) the remaining issues that are to go to trial have been adequately defined;

(iii) the requirements of rules 23 and 24(9) have been complied with if they are applicable; and

(iv) any potential causes of delay in the commencement or conduct of the trial have been pre-empted to the extent practically possible.

(c) A judicial officer may order directions on discovery or filing of reports where the judicial officer considers that such directions may expedite the case becoming trial-ready.

(6)(a) In all matters where a judicial officer directs that a pre-trial conference in terms of section 54 of the Act should be convened, the registrar or clerk of the court shall send a notice corresponding substantially with Form 19 of Annexure 1 directing all parties to attend such pre-trial conference.

(b) The notice referred to in paragraph (a) shall be delivered to the parties at the addresses furnished in terms of rules 5(3) and 13(3) at least 15 days prior to the date fixed for the pre-trial conference in accordance with the provisions of rule 9(9)(a).

(7) The notice referred to in sub-rule (6)(a) shall inform the parties—

(a) of the date, time and place for a pre-trial conference convened in terms of sub-rule (6)(a);

(b) that they are required to attend such a pre-trial conference to consider –

(i) the simplification of the issues;

(ii) the necessity or desirability of amendments to the pleadings;

(iii) the possibility of obtaining admissions of fact and documents with a view to avoiding unnecessary proof;

(iv) the limitation of the number of expert witnesses;

(v) such other matters as may aid in the disposal of the action in the most expeditious and least costly manner;

(c) that on the date of the pre-trial conference, they are required to have held a meeting to prepare for the pre-trial conference at which the issues identified in sub-rule (10) in relation to the conduct of the trial of the action must have been considered; and

(d) that the plaintiff is required, not less than two days before the time appointed for the pre-trial conference referred to in section 54 of the Act, to—



(i) ensure that the court file has been suitably ordered, secured, paginated and indexed; and

(ii) deliver an agreed minute of the proceedings at the meeting held in terms of paragraph (c), alternatively, in the event that the parties have not reached agreement on the content of the minute, a minute signed by the party filing the document together with an explanation why agreement on its content has not been obtained.

(8) The minute referred to in sub-rule (7)(d)(ii) shall particularise the parties' agreement or respective positions on each of the issues identified in sub-rule (10) and, to the extent that further steps remain to be taken to render the matter ready for trial, explicitly identify them and set out a timetable according to which the parties propose, upon a mutually binding basis, that such further steps will be taken.

(9)(a) In addition to the minute referred to in sub-rule (7)(d)(ii), the parties shall deliver a detailed statement of issues, which shall indicate –

(i) the issues in the case that are not in dispute; and

(ii) the issues in the case that are in dispute, describing the nature of the dispute and setting forth the parties' respective contentions in respect of each issue.

(b) A case management judicial officer may, upon considering the statement by the parties referred to in paragraph (a), direct that appearance by one or all of the parties at a pre-trial conference is dispensed with.

(10) The matters that the parties must address at the meeting to be held in terms of sub-rule (7)(c) are as follows:

(a) the matters set forth in rules 23, 24, 27 and 29;

(b) the soliciting of admissions and the making of enquiries from and by the parties with a view to narrowing the issues or curtailing the need for oral evidence;

(c) the time periods within which the parties propose that any matters outstanding in order to bring the case to trial readiness will be undertaken;

(d) subject to rule 24(9), the instruction of witnesses to give expert evidence and the feasibility and reasonableness in the circumstances of the case that a single joint expert be appointed by the parties in respect of any issue;

(e) the identity of the witnesses they intend to call and, in broad terms, the nature of the evidence to be given by each such witness;

(f) the possibility of referring the matter for voluntary court-annexed mediation;

(g) the discovery of electronic documents contained in the server or other storage device;

(h) the taking of evidence by audio-visual link;

(i) suitable trial dates and the estimated duration of the trial; and

(j) any other matter germane to expediting the trial-readiness of the case.

(11) Without limiting the scope of judicial engagement at a pre-trial conference referred to in section 54 of the Act, the judicial officer shall—

(a) if appropriate, enquire whether the parties have considered voluntary court-annexed mediation;

(b) endeavour to promote agreement on limiting the number of witnesses that will be called at the trial, eliminating pointless repetition or evidence covering facts already admitted; and

(c) identify and record the issues to be tried in the action.

(12) The judicial officer may at a pre-trial conference referred to in section 54 of the Act  
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(a) certify the case as trial-ready;

(b) refuse certification;

(c) put the parties on such terms as are appropriate to achieve trial readiness, and direct them to report at a further pre-trial conference on a fixed date;

(d) strike the matter from the pre-trial roll and direct that it be re-enrolled only after any non-compliance with the rules or pre-trial conference directions have been purged;

(e) give directions for the hearing of opposed interlocutory applications by a motion court on an expedited basis;

(f) order a separation of issues in appropriate cases notwithstanding the absence of agreement by the parties thereto;

(g) at the conclusion of such a pre-trial conference, record the decisions made and, if deemed convenient, direct the plaintiff to file a minute thereof; and

(h) make any order, including a costs order as provided for in section 54 of the Act.

(13) The record of the pre-trial conference referred to in section 54 of the Act, including the minutes submitted by the parties to the judicial officer, any directions issued by the judicial officer and the judicial officer's record of the issues to be tried in the action, but excluding any settlement discussions and offers, shall be included in the court file.

(14) The judicial officer shall be entitled to have regard to the documents referred to in sub-rule (13) in regard to the conduct of the trial, including the determination of any applications for postponement and issues of costs.

(15) Any failure by a party to adhere to the principles and requirements of this rule may be penalised by way of an adverse costs order.”.

#### **Substitution of rule 26 of the Rules**

9. The following rule is hereby substituted for rule 26 of the Rules:

#### **“26. Subpoenae, interrogatories and commissions *de bene esse***

(1) (a) Any party desiring the attendance of any person to give evidence at a trial, may as of right, without any prior proceeding whatsoever, sue out from the office of the registrar or clerk of the court one or more subpoenas for that purpose, each of which subpoena shall contain the names of not more than four persons, and the service thereof upon any person therein named shall be effected by the sheriff in the manner prescribed by rule 9 [**and the process of subpoenaing such witness shall correspond substantially to Form 24**].

(b) The process for subpoenaing a witness referred to in paragraph (a) shall be by means of a subpoena in a form corresponding substantially with Form 24 of Annexure 1.

(2) (a) Where the evidence of any person is to be taken on commission before any Commissioner within the Republic, such person may be subpoenaed to appear before such commissioner to give evidence as if at the trial.

(b) In the case of evidence taken on commission, such process shall be sued out by the party desiring the attendance of the witness and [**shall**] be issued by the Commissioner.

**[(3) If any witness has in his or her possession or control any deed, instrument, writing or thing which the party requiring his or her attendance desires to be produced in evidence, the subpoena shall specify such document or thing and require him or her to produce it to the court at the trial.]**

(3) (a) If any witness is in possession or control of any document including a deed, book, writing, tape, electronic, digital or other form of recording or thing which the party requiring the attendance of such witness desires to be produced in evidence, the subpoena shall specify such document or thing and require such witness to produce it to the court at the trial.

(b) (i) The process for requiring the production of a document referred to in paragraph (a) shall be by means of a subpoena in a form corresponding substantially with Form 24A of Annexure 1.

(ii) Within 10 days of receipt of a subpoena requiring the production of any document, any person who has been required to produce a document at the trial shall lodge it with the registrar or clerk of the court, unless such a person claims privilege.

(iii) The registrar or clerk of the court shall set the conditions upon which the said document may be inspected and copied so as to ensure its protection.

(iv) Within five days of lodgement with the registrar or clerk of the court, the party causing the subpoena to be issued for the production of the document shall inform all other parties by notice that the said document is available for inspection and copying and of any conditions set by the registrar or clerk of the court for inspection and copying.

(v) After inspection and copying, the person who produced the document is entitled to its return.

(c)(i) The process for requiring the production of a thing referred to in paragraph (a) shall be by means of a subpoena in a form corresponding substantially with Form 24A of Annexure 1.

(ii) Within 10 days of receipt of a subpoena requiring the production of anything, any person who has been required to produce a thing at the trial shall inform the registrar or clerk of the court of the whereabouts of the thing and make the thing available for inspection, unless such person claims privilege.

(iii) The registrar or clerk of the court shall set the conditions upon which the said thing may be inspected and copied or photographed so as to ensure its protection.

(iv) Within five days of notification from the registrar or clerk of the court of the whereabouts of the said thing, the party causing the subpoena to be issued for the production of the thing shall inform all other parties by notice where and when the thing may be inspected and copied or photographed and of any conditions set by the registrar for inspection, copying and photographing.

(v) After inspection and copying or photographing, the person who produced the thing is entitled to its return.

(4) **[There shall be handed to the sheriff together with a subpoena so may]** The sheriff shall be handed a subpoena and so many copies thereof as there are witnesses to be summoned, and also the sum of money that the party for whom they are to be summoned considers that the sheriff [shall] must pay or offer to the said witnesses for their conduct money.

(5) The court may set aside service of any subpoena if it appears that the witness was not given reasonable time to enable him or her to appear in pursuance of the subpoena.”.

#### **Substitution of rule 29 of the Rules**

10. The following rule is hereby substituted for rule 29 of the Rules:

#### **“29. Trial**

(1) Unless the court **[shall]** otherwise **[order]** orders, the trial of an action shall take place at the **[court-house]** court from which the summons was issued.

(2) A witness who is not a party to the action may be ordered by the court –

(a) to leave the court until his or her evidence is required or after his evidence has been given; or

(b) to remain in court after his or her evidence has been given until the trial is terminated or adjourned.

(3) The court may, before proceeding to hear evidence, require the parties to state shortly the issues of fact or questions of law which are in dispute and may record the issues so stated.

(4) (a) If, in any pending action, it appears to the court **[mero motu]** of its own accord that there is a question of law or fact which may conveniently be decided either before any evidence is led or separately from any other question, the court may make an order

directing the disposal of such question in such manner as it may deem fit and may order that all further proceedings be stayed until such question has been disposed of [, and the].

(b) The court [shall] may at the request of any party make [such] the order referred to in paragraph (a) unless it appears that the questions cannot conveniently be decided separately.

(5) If the question in dispute is a question of law and the parties are agreed upon the facts, the facts may be admitted in court, either *viva voce* or by written statement, by the parties and recorded by the court and judgment may be given thereon without further evidence.

(6) When questions of law and issues of fact arise in the same case and the court is of opinion that the case may be disposed of upon the questions of law only, the court may require the parties to argue upon those questions only and may give its decision thereon before taking evidence as to the issues of fact and may give final judgment without dealing with the issues of fact.

(7) (a) If on the pleadings the burden of proof is on the plaintiff, he or she shall first adduce his or her evidence.

(b) If absolution from the instance is not decreed after the plaintiff has adduced evidence, the defendant shall then adduce his or her evidence.

(8) Where on the pleadings the burden of proof is on the defendant, the defendant shall first adduce his or her evidence, and if necessary, the plaintiff shall thereafter adduce his or her evidence.

(9) (a) Where the burden of proving one or more of the issues is on the plaintiff and that of proving others is on the defendant, the plaintiff shall first call his or her evidence on any issues proof whereof is upon him or her, and may then close his or her case, and the defendant shall then call his or her evidence on all the issues.

(b) If the plaintiff has not called any evidence (other than that necessitated by his or her evidence on the issues proof whereof is on him or her) on any issues proof whereof is on the defendant, he or she shall have the right to do so after defendant has closed his or her case, but if he or she has called any such evidence, he or she shall have no such right.

(10) In a case of dispute as to the party upon whom the burden of proof rests, the court shall direct which party [shall] must first adduce evidence.

(11) Any party may, with the leave of the court, adduce further evidence at any time before judgment; but such leave shall not be granted if it appears to the court that such evidence was intentionally withheld out of its proper order.

(12) The court may at any time before judgment, on the application of any party or of its own motion, recall any witness for further examination.

(13) Any witness may be examined by the court as well as by the parties.

(14) After the evidence on behalf of both parties has been adduced the party who first adduced evidence may first address the court and thereafter the other party, and the party who first adduced evidence may reply.

(15) Where the court has authorised the evidence of any witness to be taken on interrogatories, such interrogatories shall be filed within 4 days of the order and cross-interrogatories within 5 days thereafter.

(16) The witnesses at the trial of any action shall be examined *viva voce*, but a court may at any time, for sufficient reason, order that—

(a) all or any of the evidence to be adduced at any trial be given on affidavit; or

(b) the affidavit of any witness be read at the hearing, on such terms and conditions as to it may seem fit:

Provided that where it appears to the court that any other party reasonably requires the attendance of a witness for cross-examination, and such witness can be produced, the evidence of such witness shall not be given on affidavit.”

### **Substitution of rule 31 of the Rules**

11. The following rule is hereby substituted for rule 31 of the Rules:

#### **“31. Adjournment and postponement**

(1) (a) The trial of an action or the hearing of an application or matter may be adjourned or postponed by consent of the parties or by the court, either on application or request or of its own motion.

(b) (i) If the parties have reached an agreement to postpone the proceedings, the plaintiff or applicant shall file a notice of the parties’ agreement to postpone with the registrar or clerk of the court at least 15 days prior to the date of hearing.

(ii) The registrar or clerk of the court must immediately inform the judicial officer accordingly, to enable other cases to be scheduled on the roll.

**[(2) Where an adjournment or postponement is made *sine die*, any party may by delivery of notice of reinstatement set down the action, application or matter for further trial or hearing on a day generally or specially fixed by the registrar or clerk of the court, not earlier than 10 days after delivery of such notice.]**

(2) (a) (i) Where an adjournment or postponement is made *sine die*, any party seeking to reinstate the action, application or matter shall file a notice of request for reinstatement of the action, application or matter for further trial or hearing.

(ii) Where an action, application or a matter has been struck off the roll due to the non-appearance of the parties on the date of trial or hearing, the request must be accompanied by an affidavit setting out the reasons for the non-appearance and for the reinstatement of the matter.

(b) On receipt of a request to reinstate any action, application or matter the registrar or clerk of the court shall take the court file to the magistrate to enable the magistrate to determine whether the action, application or matter can be certified trial-ready before a new date for trial or hearing can be allocated.

(c) If the action, application or matter cannot be certified ready for trial or hearing, the magistrate shall convene a pre-trial conference in terms of section 54 of the Act or give any direction that he or she may deem fit.

(3) Any adjournment or postponement shall be on such terms as to costs and otherwise as the parties may agree to or as the court may order.

(4) Where the action, application or matter has been certified trial-ready and a trial date has been allocated or arranged at a pre-trial conference referred to in section 54 of the Act, any party seeking a postponement shall file a notice with the registrar or clerk of the court at least 15 days prior to the allocated or arranged trial date requesting the allocation of another trial date.”

### **Substitution of rule 32 of the Rules**

12. The following rule is hereby substituted for rule 32 of the Rules:

**“32. Non-appearance of a party – withdrawal and dismissal**



(1) If a plaintiff or applicant does not appear at the time appointed for the trial of an action or the hearing of an application, the action or application may be dismissed with costs.

(2) If a defendant or respondent does not so appear, a judgment (not exceeding the relief claimed) may be given against him or her with costs, after consideration of such evidence, either oral or by affidavit, as the court deems necessary.

(3) The withdrawal or dismissal of an action or a decree of absolution from the instance shall not be a defence to any subsequent action, but if a subsequent action is brought for the same or substantially the same cause of action before payment of the costs awarded on such withdrawal, dismissal or decree of absolution, the court may on application, if it deems fit and if the said costs have been taxed and payment thereof has been demanded, order a stay of such subsequent action until such costs **[shall be] shall have been** paid and that the plaintiff shall pay the costs of such application.

(4) If both parties do not appear at the time allocated for the trial of an action or the hearing of an application, the action or application shall be struck off the roll."

### Substitution of rule 38 of the Rules

13. The following rule is hereby substituted for rule 38 of the Rules:

#### "Security by **[judgment] execution creditor**

38. (1) **[Where the sheriff is in doubt as to the validity of any attachment or contemplated attachment, he or she may require that the party suing out the process in execution shall give security to indemnify him or her]** If there is a claim made by any person to any property seized, or about to be seized by the sheriff, then, if the execution creditor gives the sheriff security to his or her satisfaction, to indemnify the sheriff against any loss or damage by reason of the seizure thereof, the sheriff shall retain or seize, as the case may be, and keep the said property.

(2) Unless the summons commencing the action has been served upon the defendant personally or **[he or she] the defendant** has delivered notice of intention to defend or notice of attachment has been given to **[him or her personally]** the defendant personally—

(a) (i) if any property **[corporeal or incorporeal]** is attached in execution, the execution creditor shall, at least 10 days before the day appointed for the sale of such property give security to the satisfaction of the sheriff for the payment to the **[execution] judgment debtor or any person** if such attachment **[be]** is set aside, of any sum which the [execution] judgment debtor or such person may in

law be entitled to recover from the execution creditor for damages suffered by reason of such attachment or of any proceedings consequent thereon; and

(ii) if security **[be]** is not given, the attachment shall **[cease to have effect:]** be automatically suspended until security is given: Provided that—

(aa) the said attachment lapses after a period of four months from the date of the attachment; and

(bb) **[Provided that]** the execution debtor may, by endorsement to that effect on the warrant of execution, dispense with the giving of security under this rule; or

(b) if **[moneys are]** money is received by the sheriff under any form of execution **[otherwise]** other than **[as]** from the proceeds of the sale in execution of property **[in respect of the attachment of which]** and security has been given in terms of paragraph (a) in respect thereof, such **[moneys]** money shall not be paid to the execution creditor until he or she has given security for the restitution of the full amount received by the sheriff if the attachment **[be]** of the money is thereafter set aside: Provided that the **[execution]** judgment debtor may in writing over his or her signature dispense with the giving of such security.

(3) The prescribed fee for security given under this rule shall without taxation be recoverable as part of the costs of execution.

(4) Any surety bond or other document of security given in terms of this rule may be sued upon by the **[execution]** judgment debtor or any person entitled thereto, without formal transfer thereof to him or her.

(5) This rule shall not apply where the party suing out the process in execution or the execution creditor is **[a Minister, a Deputy Minister or a Provincial Premier, in his or her official capacity, the State or a provincial government]** represented by Legal Aid South Africa.

#### **Substitution of rule 39 of the Rules**

14. The following rule is hereby substituted for rule 39 of the Rules:

#### **"General provisions regarding execution**

39. (1) Unless otherwise ordered by the court, the costs and expenses of issuing a warrant and levying execution shall be a first charge on the

proceeds of the property sold in execution and may so far as such proceeds are insufficient be recovered from the **[execution]** judgment debtor as costs awarded by the court.

(2) (a) Subject to any hypothec existing prior to attachment, all warrants of execution lodged with any sheriff appointed for a particular area or any other sheriff on or before the day immediately preceding the date of the sale in execution shall rank *pro rata* in the distribution of the proceeds of the goods sold in execution, in the order of preference referred to in rule 43(14)(c).

(b) The sheriff conducting a sale in execution shall not less than 10 days prior to the date of sale forward a copy of the notice of sale to all other sheriffs appointed for the area in which **[he or she]** the sheriff has been instructed to conduct a sale in respect of the attached goods.

(c) The sheriff conducting a sale in execution shall accept from all other sheriffs appointed for that area or any other sheriff a certificate listing any attachment that has been made and showing the ranking of creditors in terms of warrants in the possession of those sheriffs.

(3) (a) Withdrawal of attachment shall be effected by note made and signed by the sheriff on the warrant of execution that the attachment is withdrawn, stating the time and date of the making of such note.

(b) The sheriff shall give notice in writing of a withdrawal of attachment and of the time and date thereof to the execution creditor, the **[execution]** judgment debtor, all other sheriffs appointed for that area or any other sheriff who has submitted a certificate referred to in sub-rule (2)(c) and to any other person by whom a claim to the property attached has been lodged with **[him or her]** the sheriff: Provided that the property shall not be released from attachment for a period of four months if a certificate referred to in sub-rule (2)(c) or an unsatisfied warrant of execution lodged under sub-rule (2) remains in the hands of the sheriff.

(4) If any property attached in execution is claimed by any third party as his or her property or any third party makes any claim to the proceeds of property so attached and sold in execution, the sheriff shall, subject to sub-rule (5), deal with such matter as provided in rule 44.

(5) Notwithstanding a claim to property referred to in sub-rule (4) by a third party, the sheriff shall attach such property if **[he or she]** the sheriff has not yet done so, and the property shall remain under attachment pending the outcome of interpleader proceedings unless sooner released from attachment upon order of the court or otherwise, and **[rule 41(7) shall mutatis mutandis apply]** sub-rules 41(14), (17) and (18) shall apply with appropriate changes to property so attached.

(6) (a) On completion of any sale in execution of property, whether movable or immovable, the sheriff shall attach to **[his or her] the sheriff's** return a vendue roll showing details of the property sold, the prices realised, and, where known, the names and addresses of the purchasers and an account of the distribution of the proceeds and shall send a copy of such vendue roll to all other sheriffs appointed for that area who have submitted certificates referred to in sub-rule (2)(c).

(b) Where a warrant of execution has been lodged with the sheriff conducting a sale in execution by any other sheriff referred to in sub-rule (2)(a), the sheriff conducting the sale shall make payment in terms of a distribution account to any sheriff who submitted a certificate referred to in sub-rule (2)(c) in respect of that sale.

(c) Payment in terms of a distribution account shall only be made after the distribution account has lain for inspection for a period of 15 days after the sheriff who has lodged a warrant of execution with the sheriff who conducted the sale, has received a copy of the distribution account.

(7) No sheriff or person on behalf of the sheriff shall at a sale in execution purchase any of the property offered for sale either for himself or herself or for any other person."

#### **Substitution of rule 41 of the Rules**

15. The following rule is hereby substituted for rule 41 of the Rules:

#### **"Execution against movable property**

41. (1) An execution creditor may, at his or her own risk, issue out of the office of the registrar or clerk of the court one or more warrants of execution in a form corresponding substantially with form 32 of Annexure 1.

(2) (a) No process of execution shall be issued for the recovery of any costs awarded by the court to any party, until such costs have been taxed by the taxing master or agreed to in writing by the party liable for the payment of such costs in a fixed sum.

(b) (i) A claim for specified costs already awarded to the execution creditor, which costs are still to be taxed, may be included in the warrant of execution.

(ii) If such costs are subsequently taxed, they shall be included in the sheriff's account and plan of distribution only if the original bill of costs has been duly allocated and lodged with the sheriff before the date of the sale in execution.

(3) When the sheriff is instructed, by any court process, to recover any sum of money by execution against the goods of any person, the sheriff shall proceed forthwith to the residence, place of employment or business of such person, unless the execution creditor or the instructing attorney gives different instructions regarding the location of the assets to be attached, and there —

(a) demand satisfaction of the warrant and, failing satisfaction,

(b) demand that so much movable and disposable property be pointed out as the sheriff may deem sufficient to satisfy the said warrant, and failing such pointing out;

(c) search for such property.

(4) If on demand the **[execution] judgment** debtor pays the judgment debt and costs, or part thereof, the sheriff shall endorse the amount paid and the date of payment on the original and copy of the warrant, which endorsement shall be signed by **[him or her] the sheriff** and counter-signed by the **[execution] judgment** debtor or his or her representative.

(5) If the property pointed out in terms of **[paragraph (a)] sub-rule (3)(b)** is insufficient to satisfy the warrant, the sheriff shall nevertheless proceed to make an inventory and valuation of so much movable property as may be pointed out in part execution of the warrant.

(6) If the **[execution] judgment** debtor does not point out any property as required in terms of sub-rule **(3)(b)**, the sheriff shall immediately make an inventory and valuation of so much of the movable property belonging to the **[execution] judgment** debtor as **[he or she] the sheriff** may deem sufficient to satisfy the warrant or of so much of the movable property as may be found in part execution of the warrant.

(7) **[So] In so far as may be necessary [to] for** the execution of any warrant **[referred to in sub-rule (1)]**, the sheriff may open any door on any premises, or of any piece of furniture, and if **[opening] access** is refused or if there is no person there who represents the person against whom such warrant is to be executed, the sheriff may, if necessary, use force or a locksmith to that end.

(8) The sheriff shall exhibit the original warrant of execution and **[shall]** hand to the **[execution] judgment** debtor or leave on the premises a copy thereof.

(9) The sheriff shall sign and hand a copy of an inventory made under this rule **[, signed by himself or herself]** to the **[execution] judgment** debtor or leave the same on the premises, which copy shall have **[subjoined] appended** thereto a notice of the attachment in a format that corresponds substantially with form 33 of Annexure 1.

(10) As soon as the requirements of this rule have been complied with by the sheriff, the goods inventoried by **[him or her]** the sheriff shall be deemed to be judicially attached.

(11) The sheriff shall file with the registrar or clerk of the court any process with a return of what the sheriff has done thereon, and furnish a copy of such return and inventory to the party who caused such process to be issued.

(12) Where perishables are attached, they may, with the consent of the judgment debtor or upon the execution creditor indemnifying the sheriff against any claim for damages which may arise from such sale, be sold immediately by the sheriff concerned in such manner as may be expedient.

(13) Where **[specie]** money and documents are found and attached, the amount of money or number and kinds **[thereof]** of documents shall be specified in the inventory, and any such **[specie]** money or documents shall thereupon be sealed and removed to the office of the sheriff **[where it shall be safely]** and securely stored.

(14)(a) **[The execution creditor or his or her attorney shall, where]** Where movable property, other than **[specie]** money or documents, has been attached, the execution creditor or his or her attorney shall after notification of such attachment, instruct the sheriff in writing, whether the property shall be removed to a place of security or left upon the premises in the charge and custody of the **[execution]** judgment debtor or in the charge and custody of some other person acting on behalf of the sheriff. **[: Provided that]**

(b) Upon the execution creditor or his or her attorney **[may, upon]** satisfying the registrar or clerk of the court **[, who shall endorse his or her approval on the document containing the instructions,]** in writing of the desirability **[of]** for the immediate removal of goods attached, either upon issue of the warrant of execution or at any time thereafter, the registrar or clerk of the court shall endorse his or her approval on the document containing the instructions, and **[instruct]** authorise the sheriff in writing, to remove immediately from the possession of the **[execution]** judgment debtor all or any of the movable property attached **[articles reasonably believed by the execution creditor to be in the possession of the execution debtor]**.

(c) In the absence of any instruction under paragraph (a) or authorization under paragraph (b), the sheriff shall leave the attached property, other than **[specie]** money or documents, on the premises and in the possession of the person in whose possession the said movable property is attached.

(15) (a) Any person whose movable property has been attached by the sheriff may, together with some person of sufficient means who binds himself or herself

as surety to the satisfaction of the sheriff, undertake in writing to produce such property on the date appointed for the sale thereof, whereupon the sheriff shall leave the said property attached and inventoried on the premises where it was found.

(b) The deed of suretyship shall be in the form that corresponds substantially with form 37A of Annexure 1.

(16) (a) If the judgment debtor does not, together with a surety, give an undertaking as contemplated in sub-rule (15)(a), then, unless the execution creditor directs otherwise, the sheriff shall remove the said goods to a convenient place of security or keep possession thereof on the premises where they were attached.

(b) The costs of such removal or storage shall be recoverable from the judgment debtor and defrayed out of the proceeds of the sale in execution.

(17)(a) Where a sheriff is instructed to remove the movable property, he or she shall do so without any avoidable delay, and he or she shall in the meantime leave the same in the charge or custody of some person who shall have the charge or custody in respect of the goods on [his or her] the sheriff's behalf.

(b) Any person in whose charge or custody attached movable property [which has been attached,] has been left, shall not use, let or lend such property, or permit it to be used, let or lent, nor [shall he or she] in any way do anything which will decrease its value and, if the attached property [attached shall have] has produced any profit or increase, the custodian shall be responsible for any such profit or increase in like manner as he or she is responsible for the property originally attached, and shall deliver such profit or increase to the sheriff.

(c) If a person, other than the judgment debtor, in whose charge or custody movable property has been left, [other than the execution debtor, makes a default] defaults [in] on his or her duty [he or she] such person shall not be entitled to recover any remuneration for [his or her] taking charge and custody of the attached property.

(18)(a) Unless an order of court is produced to the sheriff requiring him or her to detain any movable property under attachment for such further period as may be stipulated in such order, the sheriff shall [, if a sale in respect of such property is not pending,] release from attachment [any] such property which has been detained for a period exceeding four months unless a sale in execution of such property is pending.

(b) If such order was [made on] granted in terms of an ex parte application [made ex parte], such order shall not [be subject to] require confirmation.

(c) In the event of a claimant lodging an interpleader claim with the sheriff in accordance with rule 44, the period of four months referred to in paragraph [i](a) shall be suspended from the date on which the claimant delivers his or her affidavit

to the sheriff until the final adjudication of the interpleader claim, including any review or appeal in respect of such interpleader claim.

(19)(a)(i) Any movable property to be sold in execution of process of the court shall be sold publicly **[and]** for cash to the highest bidder by the sheriff who removed the goods in terms of sub-rule **[(7)(b)](17)(a)** or, with the approval of the magistrate, by an auctioneer or other person appointed by the sheriff, **[to the highest bidder]** at or as near to the place where **[the]** same was attached or to which **[the]** same had been so removed as aforesaid **[as may be advantageous for the sale thereof]**.

(ii) The provisions of rule 43(10) shall apply with appropriate changes to the sale in execution of movable property under this rule.

(b) The execution creditor shall, after consultation with the sheriff, prepare a notice of sale and furnish two copies thereof to the sheriff in sufficient time to enable one copy to be affixed not later than 10 days before the day appointed for the sale on the notice board or door of the court-house or other public building in which the said court is held and the other at or as near as may be to the place where the said sale is **[actually]** to take place.

(c) **[If]** In addition to the requirements of paragraph (b), if in the opinion of the sheriff the value of the goods attached exceeds [R5 000 he or she shall] an amount equivalent to the monetary jurisdiction of the Small Claims Court, the sheriff shall indicate [some local or other newspaper circulating in the district and require] and direct the execution creditor to publish the notice of sale in **[that newspaper] a local or other newspaper circulating in the region or district** not later than 10 days before the date appointed for the sale **[in addition to complying with paragraph (b)]** and to furnish **[him or her]** the sheriff with a copy of the edition of the paper in which the publication appeared not later than the day preceding the date of sale.

(d) In lieu of paragraph (c), the sheriff may post the notice of sale on the sheriff's office's website, upon being so instructed in writing by the execution creditor: Provided that the sheriff shall not later than 10 days before the appointed date of sale, affix on the notice board, the door of the court-house or other public building in which the said court is held, and the other, at or as near as the case may be, to the place where the said sale is to take place, a notice stating the date of the sale in execution and the website on which the full details of the sale may be inspected.

(20) The day appointed for a sale in execution shall not be less than 15 days after attachment: Provided that where the goods attached are of a perishable nature, or with the consent of the **[execution] judgment** debtor, the court may, upon application, reduce any period referred to in this sub-rule or sub-rule **[(8)](19)** to such extent and on such conditions as it may deem fit.



(21) Where property subject to a real right of any third person, is to be sold in execution, such sale must be subject to the rights of such third person unless he or she otherwise waives such rights.

(22) A sale in execution shall be stopped as soon as sufficient money has been raised to satisfy the said warrant and any warrant referred to in rule 39(2) and the costs of the sale.

(23)(a) Should the sheriff have a balance in hand after satisfaction of the claim of the execution creditor and of all warrants of execution lodged with [him or her] the sheriff on or before the day immediately preceding the date of the sale and of all costs, [he or she] the sheriff shall pay [the same] such balance to the [execution] judgment debtor if he or she can be found, [otherwise he or she] failing which the sheriff shall pay such balance into court.

(b) The balance paid into court in terms of paragraph (a), if not disposed of before the expiration of three years, shall be paid into the [State] National Revenue Fund after three months' notice of such intention has been given to the persons concerned, whereafter any application for the refund of such balance shall be directed to the [State] National Revenue Fund by a person concerned."

#### **Substitution of rule 42 of the Rules**

16. The following rule is hereby substituted for rule 42 of the Rules:

#### **"Execution against movable property (continued)**

42. (1) If incorporeal property is available for attachment, it may be attached without the necessity of a prior application to court in the manner hereinafter provided.

(a) Where the property or right to be attached is a lease, a bill of exchange, promissory note, bond or other security for the payment of money, the attachment shall be complete only when—

(i) notice has been given by the sheriff to the lessor and lessee, mortgagor and mortgagee or person liable on the bill of exchange or promissory note or security, as the case may be,

(ii) the sheriff shall have taken possession of the document, if any, evidencing the lease, the bill of exchange, promissory note, bond or other security, as the case may be, or has certified that he

or she has been unable, despite diligent search, to obtain possession of the document, and

(iii) in the case of a registered lease or any registered right, notice has been given to the registrar of deeds.

(b)(i) Where the incorporeal right in movable property sought to be attached is the interest of the judgment debtor in property pledged, leased or sold under a suspensive condition to or by a third person, the attachment shall be complete only when the sheriff has served notice of the attachment and a copy of the warrant of execution on the judgment debtor and on the owner of the movable property or any other party who has an interest therein.

(ii) The sheriff may, upon exhibiting the original of such warrant of execution to the owner of the movable property or any other party who has an interest therein, enter upon the premises where such property is and make an inventory and valuation of the said interest.

(c) In the case of the attachment of all other incorporeal rights in property—

(i) the attachment shall only be complete when—

(aa) notice of the attachment has been given in writing by the sheriff to all interested parties and, where the asset consists of an incorporeal right in immovable property, notice shall also have been given to the registrar of deeds in whose deeds registry the property or right is registered, and

(bb) the sheriff shall have taken possession of the document evidencing the ownership of such property or right, or shall have certified that he or she has been unable to obtain possession of the document, despite diligent search;

(ii) the sheriff may, upon exhibiting the original of the warrant of execution to the person having possession of property in which incorporeal rights exist, enter upon the premises where such property is and make an inventory and valuation of the right attached.

(2) Attachment of property subject to a lien must be effected in accordance with the provisions of sub-rule (1)(b), with necessary changes.

(3) The method of attachment of property under section 32 of the Act shall **[mutatis mutandis]** be the same as that of attachment in execution, with appropriate changes."

### **Substitution of rule 54 of the Rules**

17. The following rule is hereby substituted for rule 54 of the Rules:

#### **"Proceedings against non-juristic persons as a matter of procedural convenience**

54. (1) In this Rule—

"association" means any unincorporated body of persons that is not a partnership;

"entity" means an association, partnership, firm or sole proprietorship;

"firm" means an unincorporated business;

"partnership" means an arrangement whereby two or more persons undertake to contribute towards an enterprise to be carried on jointly by them with the object of making a profit and sharing it between them;

"plaintiff" and "defendant" include an applicant and respondent;

"relevant date" means the date when the cause of action arose;

"sole proprietorship" means a business that is carried on by the sole proprietor under a name and style other than his or her own; and

"sue" and "sued" are used in relation to actions and applications.

(2) An entity may sue or be sued in its name.

(3) (a) Where an entity is sued, the plaintiff must serve a notice calling upon the defendant to deliver a statement within 10 days containing the full names, residential, business or employment addresses of all its partners, proprietors or, in the case of an association members and office-bearers, as at the relevant date.

(b) If the defendant fails to deliver a statement contemplated in paragraph (a) the plaintiff may on notice make application to court to compel the defendant to deliver such a statement within five days and should the defendant fail to comply, the plaintiff may apply to court to—

(i) strike out the defendant's defence, where such a defence has been filed, and to grant judgment, which shall be executable against the entity's assets as is permitted by law; or

(ii) declare any person whom the plaintiff reasonably believes to be a member, partner or proprietor of the defendant at the relevant date: Provided that the application, and a notice corresponding substantially with Form 59 together with a copy of the summons, must be served on the alleged member, partner or proprietor, as the case may be.

(c) \_\_\_\_\_ The court hearing an application contemplated in paragraph (b) may make any other order as it deems appropriate.

(d) \_\_\_\_\_ When the names of persons are declared in terms of paragraph (b)(ii) the action shall proceed in the same manner and with the same consequences as if the persons were named in the summons, but all proceedings shall continue in the name of the entity.

(e) \_\_\_\_\_ Where the defendant delivers a statement contemplated in paragraph (a) the plaintiff must after receiving the statement, serve a notice corresponding substantially with Form 59 together with a copy of the summons to each partner, proprietor or, in the case of an association an office-bearer, calling on them to deliver a notice of intention to defend within 10 days.

(f) \_\_\_\_\_ If a partner or proprietor or, in the case of an association an office-bearer, fails to defend proceedings contemplated in paragraph (e), the action shall proceed in the same manner and with the same consequences as if that person was named in the summons, but all proceedings shall nevertheless continue in the name of the entity.

(g) \_\_\_\_\_ If a party disputes being a partner or proprietor or, in the case of an association a member or office-bearer, of an entity at the relevant date and takes the steps set out in Form 59, including the delivery of a plea, the court may at trial decide that issue *in limine*: Provided that the action shall continue in the name of the entity.

(4) \_\_\_\_\_ (a) \_\_\_\_\_ A plaintiff suing an association may serve a notice to the defendant calling for a true copy of its current constitution and a list of the names and addresses of the office-bearers and their respective offices as at the relevant date.

(b) \_\_\_\_\_ The notice referred to in paragraph (a) must be complied with within 10 days of receiving the notice, failing which the plaintiff may apply to court for an order to comply with the notice.

(c) \_\_\_\_\_ Paragraphs (a) and (b) shall apply with necessary changes to a defendant sued by an association.

(5) \_\_\_\_\_ Execution of a judgment against an entity must first be levied against the assets thereof, and after such excussion if permitted by law, against the assets of any

person held to be a member, partner or proprietor, as if judgment had been entered against such a person.”.

#### **Amendment of rule 55 of the Rules**

**18.** Rule 55 of the Rules is hereby amended:

(a) by the substitution for sub-paragraph (iii) of paragraph (e) of sub-rule (1) of the following sub-paragraph:

“(iii) set forth a day, not less than **[five]** 10 days after service thereof on the respondent, on or before which such respondent is required to notify the applicant, in writing, whether he or she intends to oppose such application, and state that if no such notification is given the application will be set down for hearing on a stated day, not being less than 10 days after service on the respondent of the notice.”.

#### **Substitution of rule 60 of the Rules**

**19.** The following rule is hereby substituted for rule 60 of the Rules:

**“60. Non-compliance with rules and court orders, including time limits and errors**

(1) Except where otherwise provided in these **[Rules]** rules, failure to comply with these **[Rules]** rules or with any request made in pursuance thereof shall not be a ground for the giving of judgment against the party in default.

**[(2) Where any provision of these Rules or any request made in pursuance of any such provision has not been fully complied with the court may on application order compliance therewith within a stated time.]**

(2) Where a party fails to comply with any provision of these rules or with a request made or notice given pursuant thereto or with an order or direction made by a court or at a judicial case management process or a pre-trial conference convened in terms of section 54 of the Act, any other party may notify the defaulting party that he or she intends, after the lapse of 10 days from the date of delivery of such notification, to apply for an order—

(a) that such rule, notice, request, order or direction be complied with; or

(b) that the claim or defence be struck out.

**[(3) Where any order made under sub-rule (2) is not fully complied with within the time so stated, the court may on application give judgment in the action against the party so in default or may adjourn the application and grant an extension of time for compliance with the order on such terms as to costs and otherwise as may be just.]**

(3) Where a party fails to comply with the notice referred to in sub-rule (2) within the period of 10 days, application may on notice be made to the court to compel compliance and the court may make such order as it deems fit.

(4) The court may on an application under sub-rule **[(2) or]** (3) order such stay of proceedings as may be necessary.

(5) (a) Any time limit prescribed by these rules, except the period prescribed in rule 51(3) and (6), may at any time, whether before or after the expiry of the period limited, be extended –

- (i) by the written consent of the opposite party; and
- (ii) if such consent is refused, then by the court on application and on such terms as to costs and otherwise as it may deem fit.

(b) A court granting an extension of the time limit contemplated in subparagraph (a)(ii) after expiry of the time prescribed or fixed may make such order as to it seems appropriate as to the recalling, varying or cancelling of the results of the expiry of any time so prescribed or fixed, whether such results flow from the terms of any order or from these rules.

(6) (a) Where there has been short service without leave, of any notice of set-down or notice of any application or of process of the court the court may, instead of dismissing such notice or process, adjourn the proceedings for a period equivalent, at the least, to the period of proper notice upon such terms as it may deem fit.

(b) If the proceedings are adjourned in the absence of the party who received short service, due notice of the adjournment must be given to such party by the party responsible for the short service.

(7) Subject to sub-rule (8) no process or notice shall be invalid by reason of any obvious error in spelling or in figures or of date.

(8) If any party has in fact been misled by any error in any process or notice served upon him or her, the court may on application grant that party such relief as it may deem fit and may for that purpose set aside the process or notice and rescind any default judgment given thereon.

(9) The court may, on good cause shown, condone non-compliance with these rules.”

### **Amendment of Annexure 1 to the Rules**

**20.** Annexure 1 to the Rules is hereby amended—

(a) by the substitution for Form 3 of Form 3 contained in the Annexure hereto;

(b) by the substitution for Form 24 of Form 24 contained in the Annexure hereto;

(c) by the insertion after Form 24 of Form 24A contained in the Annexure hereto;

(d) by the substitution for Form No. 37 of Form No. 37 contained in the Annexure hereto;

(e) by the insertion after Form No. 37 of Form No. 37A contained in the Annexure hereto; and

(f) by the insertion after Form 58 of Form 59 contained in the Annexure hereto.

### **Commencement**

**21.** These rules and forms come into operation on 1 February 2022.

**ANNEXURE**

**“No. 3 – Summons (in which is included an automatic rent interdict)”**

**\* For use in the District Court**

IN THE MAGISTRATE’S COURT FOR THE DISTRICT OF .....

Held at .....Case No.....

In the matter between:

.....Plaintiff

and

..... Defendant

To:..... of..... (state residence or place of business and if known, gender, occupation and place of employment).....(hereinafter called the defendant).

You are hereby summoned that you do within ..... days of the service of this summons deliver or cause to be delivered to the clerk of the aforesaid court and also the plaintiff or plaintiff’s attorney, at the address specified herein, a notice in writing of your intention to defend this action and answer the claim of ..... (state gender and occupation), of.....(residence or place of business)..... (hereinafter called the plaintiff), particulars whereof are endorsed hereunder.

Thereafter, within 20 days after delivering a notice of intention to defend as aforesaid, file with the clerk of the court and serve upon the plaintiff or plaintiff’s attorney a plea (with or without a counter-claim), or an exception or application to strike out in the manner and within the timeframes provided for in rule 19.

And take notice that—

(a) in default of your paying the amount of the claim and costs within the said period or of your delivering a notice of intention to defend you will be held to have admitted the said claim and the plaintiff may proceed therein and judgment may be given against you in your absence;

(b) if you pay the said claim and costs within the said period judgment will not be given against you herein and you will save judgment charges. You will also save



judgment charges if, within the said period, you lodge with the clerk of the aforesaid court a consent to judgment;

(c) if you admit the claim and wish to consent to judgment or wish to undertake to pay the claim in instalments or otherwise, you may approach the plaintiff or plaintiff's attorney.

And further take notice that you, the defendant, and all other persons are hereby interdicted from removing or causing or suffering to be removed any of the furniture or effects in or on the premises described in the particulars of claim endorsed hereon which are subject to the plaintiff's hypothec for rent until an order relative thereto shall have been made by the court.

Costs, if the action is undefended, will be as follows:

Summons.....	R .....
Judgment.....	R .....
Attorney's charges.....	R .....
Sheriff's fees.....	R .....
Sheriff's fees on re-issue.....	R .....
Totals R .....	R .....
Total:.....	R .....

Notice:

(i) Any person against whom a court has, in a civil case, given judgment or made any order who has not, within 10 days, satisfied in full such judgment or order may be called upon by notice in terms of section 65A(1) of the Act to appear on a specified date before the court in chambers to enable the court to enquire into the financial position of the judgment debtor and to make such order as the court may deem just and equitable.

(ii) If the court is satisfied that—

(aa) the judgment debtor or, if the judgment debtor is a juristic person, a director or officer of the juristic person has knowledge of the abovementioned notice and that he or she has failed to appear before the court on the date and at the time specified in the notice; or

(bb) the judgment debtor, director or officer, where the proceedings were postponed in his or her presence to a date and time determined by the court, has failed to appear before the court on that date and at that time; or

(cc) the judgment debtor, director or officer has failed to remain in attendance at the proceedings or at the proceedings so postponed,

the court may, at the request of the judgment creditor or his or her attorney, authorise the issue of a warrant directing a sheriff to arrest the judgment debtor, director or officer and to bring him or her before a competent court to enable that court to conduct a financial inquiry. [Section 65A(6) of the Act]

(iii) Any person who —

(aa) is called upon to appear before a court under a notice in terms of section 65A(1) or (8)(b) of the Act (where the sheriff, *in lieu* of arresting a person, hands to that person a notice to appear in court) and who wilfully fails to appear before the court on the date and at the time specified in the notice; or

(bb) where the proceedings were postponed in his or her presence to a date and time determined by the court, wilfully fails to appear before the court on that date and at that time; or

(cc) wilfully fails to remain in attendance at the relevant proceedings or at the proceedings so postponed,

shall be guilty of an offence and liable on conviction to a fine or to imprisonment for a period not exceeding three months. [Section 65A(9) of the Act]

(iv) On appearing before the court on the date determined in the notice in terms of section 65A(1) or (8)(b) of the Act in pursuance of the arrest of the judgment debtor, director or officer under a warrant referred to in section 65A(6) of the Act or on any date to which the proceedings have been postponed, such judgment debtor, director or officer shall be called upon to give evidence on his or her financial position or that of the juristic person and his or her or its ability to pay the judgment debt. [Section 65D of the Act]

(v) Any person against whom a court has, in a civil case, given any judgment or made any order who has not satisfied in full such judgment or order and paid all costs for which he or she is liable in connection therewith shall, if he or she has changed his or her place of residence, business or employment, within 14 days from the date of every such change notify the clerk of the court who gave such judgment or made such order and the judgment creditor or his or her attorney fully and correctly in writing of his or her new place of residence, business or employment, and by his or her failure to do so such judgment debtor shall be guilty of an offence and liable upon conviction to a fine or to imprisonment for a period not exceeding three months. [Section 109 of the Act.]

(1) Particulars of claim.

Plaintiff's claim is—

(i) for arrears of rent due in respect of the defendant's tenancy of.....  
.....and for  
confirmation of the interdict appearing in this summons.

Particulars:

.....  
.....  
.....

Date.....

Period.....

Amount

R

.....  
.....

and

(ii) for ejectment.

Particulars:

.....  
.....

(2) Consent to judgment.

I admit that I am liable to the plaintiff as claimed in this summons (or in the amount of R.....and costs to date) and I consent to judgment accordingly.

Dated at.....this.....day of....., 20.....,  
.....

Defendant

WITNESSES 1:

• (Full names).....,

- (signature).....
  - (address).....
- .....

WITNESSES 2:

- (Full names).....,
  - (signature).....
  - (address).....
- .....

ALTERNATIVE TO (2)

\* (3) Notice of intention to defend.

To the Clerk of the Court.

Kindly take notice that the defendant hereby gives notice of defendant's intention to defend this action.

Dated at.....this.....day of....., 20.....,  
.....

Defendant/Defendant's Attorney.

Physical address where service of process or documents will be accepted (within 15 kilometres from the Court-house)

.....

Postal address

.....  
.....  
.....

\* The original notice must be filed with the clerk of the court and a copy thereof served on the plaintiff or plaintiff's attorney."

**No. 3 – Summons (in which is included an automatic rent interdict)**

**\* For use in the Regional Court**

IN THE REGIONAL COURT FOR THE REGIONAL DIVISION OF.....

HELD AT ..... Case No.....

In the matter between:

.....Plaintiff

and

.....Defendant

To:..... of.....

(state residence or place of business and if known, gender, occupation and place of employment).....(hereinafter called the defendant).

You are hereby summoned that you do within ..... days of the service of this summons deliver or cause to be delivered to the registrar of the aforesaid court and also the plaintiff or plaintiff’s attorney, at the address specified herein, a notice in writing of your intention to defend this action and answer the claim of ..... (state gender and occupation), of .....(residence or place of business)..... (hereinafter called the plaintiff), particulars whereof are endorsed hereunder.

Thereafter, within 20 days after delivering a notice of intention to defend as aforesaid, file with the registrar of the court and serve upon the plaintiff or plaintiff’s attorney a plea (with or without a counter-claim), or an exception or application to strike out in the manner and within the timeframes provided for in rule 19.

Notice to Defendant:

And take notice that—

(a) in default of your paying the amount of the claim and costs within the said period or of your delivering a notice of intention to defend you will be held to have admitted the said claim and the plaintiff may proceed therein and judgment may be given against you in your absence;

(b) if you pay the said claim and costs within the said period judgment will not be given against you herein and you will save judgment charges. You will also save judgment charges if, within the said period, you lodge with the registrar of the aforesaid court a consent to judgment;

(c) if you admit the claim and wish to consent to judgment or wish to undertake to pay the claim in instalments or otherwise, you may approach the plaintiff or plaintiff’s attorney.

And further take notice that you, the defendant, and all other persons are hereby interdicted from removing or causing or suffering to be removed any of the furniture or effects in or on the premises described in the particulars of claim endorsed hereon which

are subject to the plaintiff's hypothec for rent until an order relative thereto shall have been made by the court.

Costs, if the action is undefended, will be as follows:

Summons.....	R .....
Judgment.....	R .....
Attorney's charges.....	R .....
Sheriff's fees.....	R .....
Sheriff's fees on re-issue.....	R .....
Totals R .....	R .....

Total:..... R .....

Notice:

(i) Any person against whom a court has, in a civil case, given judgment or made any order who has not, within 10 days, satisfied in full such judgment or order may be called upon by notice in terms of section 65A(1) of the Act to appear on a specified date before the court in chambers to enable the court to enquire into the financial position of the judgment debtor and to make such order as the court may deem just and equitable.

(ii) If the court is satisfied that—

(aa) the judgment debtor or, if the judgment debtor is a juristic person, a director or officer of the juristic person has knowledge of the abovementioned notice and that he or she has failed to appear before the court on the date and at the time specified in the notice; or

(bb) the judgment debtor, director or officer, where the proceedings were postponed in his or her presence to a date and time determined by the court, has failed to appear before the court on that date and at that time; or

(cc) the judgment debtor, director or officer has failed to remain in attendance at the proceedings or at the proceedings so postponed,

the court may, at the request of the judgment creditor or his or her attorney, authorise the issue of a warrant directing a sheriff to arrest the judgment debtor, director or officer and to bring him or her before a competent court to enable that court to conduct a financial inquiry. [Section 65A(6) of the Act]

(iii) Any person who—

(aa) is called upon to appear before a court under a notice in terms of section 65A(1) or (8)(b) of the Act (where the sheriff, in lieu of arresting a person, hands to that person a notice to appear in court) and who wilfully fails to appear before the court on the date and at the time specified in the notice; or

(bb) where the proceedings were postponed in his or her presence to a date and time determined by the court, wilfully fails to appear before the court on that date and at that time; or

(cc) wilfully fails to remain in attendance at the relevant proceedings or at the proceedings so postponed,

shall be guilty of an offence and liable on conviction to a fine or to imprisonment for a period not exceeding three months. [Section 65A(9) of the Act]

(iv) On appearing before the court on the date determined in the notice in terms of section 65A(1) or (8)(b) of the Act in pursuance of the arrest of the judgment debtor, director or officer under a warrant referred to in section 65A(6) of the Act or on any date to which the proceedings have been postponed, such judgment debtor, director or officer shall be called upon to give evidence on his or her financial position or that of the juristic person and his or her or its ability to pay the judgment debt. [Section 65D of the Act]

(v) Any person against whom a court has, in a civil case, given any judgment or made any order who has not satisfied in full such judgment or order and paid all costs for which he or she is liable in connection therewith shall, if he or she has changed his or her place of residence, business or employment, within 14 days from the date of every such change notify the registrar of the court who gave such judgment or made such order and the judgment creditor or his or her attorney fully and correctly in writing of his or her new place of residence, business or employment, and by his or her failure to do so such judgment debtor shall be guilty of an offence and liable upon conviction to a fine or to imprisonment for a period not exceeding three months. [Section 109 of the Act.]

(1) Particulars of claim.

Plaintiff's claim is—

(i) for arrears of rent due in respect of the defendant's tenancy of .....and for confirmation of the interdict appearing in this summons.

Particulars:

.....  
.....

Date.....

Period.....

Amount

R .....  
.....  
.....

and

(ii) for ejection.

Particulars:

.....  
.....  
.....

(2) Consent to judgment.

I admit that I am liable to the plaintiff as claimed in this summons (or in the amount of R.....and costs to date) and I consent to judgment accordingly.

Dated at.....this.....day of....., 20.....,  
.....

Defendant

WITNESSES 1:

- (Full names).....,
- (signature).....
- (address).....  
.....

WITNESSES 2:



- (Full names).....,
  - (signature).....
  - (address).....
- .....

ALTERNATIVE TO (2)

\* (3) Notice of intention to defend.

To the Registrar of the Court.

Kindly take notice that the defendant hereby gives notice of defendant's intention to defend this action.

Dated at.....this.....day of....., 20.....,  
.....

Defendant/Defendant's Attorney.

Physical address where service of process or documents will be accepted (within 15 kilometres from the Court-house)

.....

Postal address

.....  
.....  
.....

\* The original notice must be filed with the registrar of the court and a copy thereof served on the plaintiff or plaintiff's attorney."

**“No. 24 – Subpoena**

**\*For use in the District Court**

In the Magistrate's Court for the District of .....  
 held at ..... Case No. .... of 20.....  
 In the matter between

..... Plaintiff  
 and  
 ..... Defendant

To: the Sheriff/Deputy Sheriff:

INFORM:

- (1) ..... of .....
- (2) ..... of .....
- (3) ..... of .....
- (4) ..... of .....

that each of them is hereby required to appear in person before this court at court number..... on the ..... day of ....., 20....., at..... (time) in the above-mentioned action to give evidence or to produce books, papers or documents on behalf of the ..... (Where documents are required to be produced, add:) and to bring with each one of them and then produce to the court the **[several books, papers or documents]** deeds, documents, books, writings, tape, electronic, digital or other form of recordings (hereinafter referred to as “documents”) or things specified in the list hereunder.

Payment of the witness fees for the witnesses as provided and allowed under section 51bis of the Magistrates’ Courts Act, 1944 (Act 32 of 1944), as amended, is hereby tendered by the Plaintiff/Defendant.

(a) If any person, being duly subpoenaed to give evidence or to produce any books, papers or documents in his or her possession or under his or her control, which the party requiring the witness(es)’ attendance desires to show in evidence, fails, without lawful excuse, to attend or to give evidence or to produce those books, papers or documents according to the subpoena or, unless duly excused, fails to remain in attendance throughout the trial, the court may, upon being satisfied on oath or by the return of the messenger that such person has been duly subpoenaed and that such person’s reasonable expenses, calculated in accordance with the tariff prescribed under section 51bis, have been paid or offered to such person, impose upon the said person a fine not exceeding R300, 00, and in default of payment, imprisonment for a period not exceeding three months **[, whether or not such person is otherwise subject to the jurisdiction**

**of the court].**

(b) If privilege is claimed in respect of any document or thing, the party that caused the subpoena to be issued shall be informed within five days of receipt of the subpoena of the nature of the privilege claimed; and

(c) Such person is entitled to the return of the document or thing after inspection or copying or photographing by the parties.

Dated at ..... this ..... day of ....., 20.....,

.....

Clerk of the Court

**LIST OF [BOOKS, PAPERS OR] DOCUMENTS OR THINGS TO BE PRODUCED**

Date	Description Original or Copy
.....	.....
.....	.....
.....	.....

(See back.)

[Print on back, paragraphs (a) and (b) of section 51(2) of the Act]

**No. 24 – Subpoena**

**\*For use in the Regional Court**

In the Regional Court for the Regional Division of .....

held at ..... Case No. .... of 20.....

In the matter between

.....Plaintiff

and

.....Defendant

To: the Sheriff/Deputy Sheriff:

INFORM:

- (1) ..... of .....
- (2) ..... of .....
- (3) ..... of .....
- (4) ..... of .....

that each of them is hereby required to appear in person before this court at court .....on the ..... day of ....., 20....., at ..... (time)

in the above-mentioned action to give evidence or to produce books, papers or documents on behalf of the ..... (Where documents are required to be produced, add:) and to bring with each one of them and then produce to the court the

several books, papers or documents specified in the list hereunder.

Payment of the witness fees for the witnesses as provided and allowed under section 51bis of the Magistrates' Courts Act, 1944 (Act 32 of 1944), as amended, is hereby tendered by the Plaintiff/Defendant.

(a) If any person, being duly subpoenaed to give evidence or to produce any books, papers or documents in his or her possession or under his or her control, which the party requiring the witness(es)' attendance desires to show in evidence, fails, without lawful excuse, to attend or to give evidence or to produce those books, papers or documents according to the subpoena or, unless duly excused, fails to remain in attendance throughout the trial, the court may, upon being satisfied on oath or by the return of the messenger that such person has been duly subpoenaed and that such person's reasonable expenses, calculated in accordance with the tariff prescribed under section 51bis, have been paid or offered to such person, impose upon the said person a fine not exceeding R300, 00, and in default of payment, imprisonment for a period not exceeding three months [**whether or not such person is otherwise subject to the jurisdiction of the court**].

(b) If privilege is claimed in respect of any document or thing, the party that caused the subpoena to be issued shall be informed within five days of receipt of the subpoena of the nature of the privilege claimed; and

(c) Such person is entitled to the return of the document or thing after inspection or copying or photographing by the parties.

Dated at ..... this ..... day of ....., 20.....,

Registrar

LIST OF [**BOOKS, PAPERS OR**] DOCUMENTS OR THINGS TO BE PRODUCED

Date	Description Original or Copy
.....	.....
.....	.....
.....	.....

(See back.)

[Print on back, paragraphs (a) and (b) of section 51(2) of the Act]"

**"No. 24A – Subpoena duces tecum**

**\*For use in the District Court**

In the Magistrate's Court for the District of .....  
held at ..... Case No: ..... of 20.....

In the matter between:

..... Plaintiff

and

..... Defendant

To: the Sheriff/Deputy Sheriff:

INFORM:

(1).....

(2).....

(3).....

(4).....

(State names, sex, occupation and place of business or residence of each witness)

that each of such persons shall within 10 days of receipt of this subpoena, lodge with the clerk of the said Court (here describe accurately each document to be produced) or inform the clerk of the whereabouts of (here describe a thing to be produced)

(1).....

(2).....

(3).....

unless such person claims privilege in respect of any document or thing.

AND INFORM each of the said persons further that:

(a) If any person, being duly subpoenaed to give evidence or to produce any books, papers or documents in his or her possession or under his or her control, which the party requiring the witness(es)' attendance desires to show in evidence, fails, without lawful excuse, to attend or to give evidence or to produce those books, papers or documents according to the subpoena or, unless duly excused, fails to remain in attendance throughout the trial, the court may, upon being satisfied on oath or by the return of the

messenger that such person has been duly subpoenaed and that such person's reasonable expenses, calculated in accordance with the tariff prescribed under section 51bis, have been paid or offered to such person, impose upon the said person a fine not exceeding R300, 00, and in default of payment, imprisonment for a period not exceeding three months;

(b) If privilege is claimed in respect of any document or thing, the party that caused the subpoena to be issued shall be informed within five days of receipt of the subpoena of the nature of the privilege claimed; and

(c) Such person is entitled to the return of the document or thing after inspection or copying or photographing by the parties.

DATED at .....this ..... day of ..... 20.....

.....  
Clerk of the Court

.....  
Plaintiff / Defendant / Attorney

**No. 24A – Subpoena duces tecum**

**\*For use in the Regional Court**

In the Magistrate's Court for the Region of .....  
held at ..... Case No: ..... of 20.....

In the matter between:

..... Plaintiff

and

..... Defendant

To: the Sheriff/Deputy Sheriff:

INFORM:

(1).....

(2).....

(3).....(4).....

.....

(State names, sex, occupation and place of business or residence of each witness)

that each of such persons shall within 10 days of receipt of this subpoena, lodge with the registrar of the said Court (here describe accurately each document to be produced) or inform the registrar of the whereabouts of (here describe a thing to be produced)

- (1).....
- (2).....
- (3).....

unless such person claims privilege in respect of any document or thing.

AND INFORM each of the said persons further that:

(a) If any person, being duly subpoenaed to give evidence or to produce any books, papers or documents in his or her possession or under his or her control, which the party requiring the witness(es)' attendance desires to show in evidence, fails, without lawful excuse, to attend or to give evidence or to produce those books, papers or documents according to the subpoena or, unless duly excused, fails to remain in attendance throughout the trial, the court may, upon being satisfied on oath or by the return of the messenger that such person has been duly subpoenaed and that such person's reasonable expenses, calculated in accordance with the tariff prescribed under section 51bis, have been paid or offered to such person, impose upon the said person a fine not exceeding R300, 00, and in default of payment, imprisonment for a period not exceeding three months;

(b) If privilege is claimed in respect of any document or thing, the party that caused the subpoena to be issued shall be informed within five days of receipt of the subpoena of the nature of the privilege claimed; and

(c) Such person is entitled to the return of the document or thing after inspection or copying or photographing by the parties.

DATED at .....this ..... day of ..... 20.....

.....  
Registrar of the Court

.....  
Plaintiff / Defendant / Attorney"

**"No. 37 - Security under rule 38**

**\*For use in the District Court**

In the Magistrate's Court for the district of .....

held at ..... Case Number: ..... of 20.....

In the matter between:

.....

Execution Creditor

and

.....

**[Execution] Judgment Debtor**

Whereas the said execution creditor obtained judgment in this court against the said **[execution] judgment** debtor on the ..... day of ....., 20.... in the sum of R..... together with the sum of R..... for costs;

And whereas under the said judgment execution has been issued and property/a debt/ emoluments has/have been attached or is/are about to be attached;

Now therefore the said execution creditor binds himself or herself to the sheriff of the aforesaid court that if the attachment be hereafter set aside, he or she will satisfy any lawful claim against him or her by the said **[execution] judgment** debtor or any person for damages suffered by the said **[execution] judgment** debtor or person by reason of the said attachment or seizure;

And ..... of ..... binds himself or herself as surety and co-principal debtor **[in a sum not exceeding R.....]** for the due fulfilment by the said execution creditor of the obligation undertaken by him or her.

Signed and dated at ..... this ..... day of ..... 20.....

.....

Execution Creditor

..... (Full name)

Witness:

..... (Full name)

..... (Signature)

..... (Address)

Signed and dated at ..... this ..... day of ..... 20.....



.....  
 Surety and Co-principal Debtor

..... (Full name)

Witness:

..... (Full name)  
 ..... (Signature)  
 ..... (Address)

OR

We the undersigned [surety 1 name, ID number and address] and [surety 2 name, ID number and address] do hereby bind ourselves jointly and severally to the sheriff of the aforesaid court as sureties and co-principal debtors that if the attachment be hereafter set aside, we, the two sureties, shall satisfy any lawful claim against him or her by the said judgment debtor or any person for damages suffered by the said judgment debtor or person by reason of the said attachment or seizure.

Signed and dated at..... this ..... day of ..... 20.....

.....  
 First Surety & Co-principal Debtor

..... (Full name)

Witness:

..... (Full name)  
 ..... (Signature)  
 ..... (Address)

Signed and dated at ..... this ..... day of ..... 20.....

.....  
 Second Surety and Co-principal Debtor

..... (Full name)

Witness:

..... (Full name)  
 ..... (Signature)  
 ..... (Address)

**No. 37 - Security under rule 38**

**\*For use in the Regional Court**

In the Regional Court for the Regional Division of .....

held at ..... Case Number: ..... of 20.....

In the matter between:

..... Execution Creditor

and

..... **[Execution] Judgment Debtor**

Whereas the said execution creditor obtained judgment in this court against the said **[execution] judgment** debtor on the ..... day of ....., 20.... in the sum of R..... together with the sum of R..... for costs;

And whereas under the said judgment execution has been issued and property/a debt/ emoluments has/have been attached or is/are about to be attached;

Now therefore the said execution creditor binds himself or herself to the sheriff of the aforesaid court that if the attachment be hereafter set aside, he or she will satisfy any lawful claim against him or her by the said **[execution] judgment** debtor or any person for damages suffered by the said **[execution] judgment** debtor or person by reason of the said attachment or seizure;

And ..... of ..... binds himself or herself as surety and co-principal debtor **[in a sum not exceeding R.....]** for the due fulfilment by the said execution creditor of the obligation undertaken by him or her.

Signed and dated at ..... this ..... day of ..... 20.....

Execution Creditor

..... (Full name)

Witness:

..... (Full name)

..... (Signature)

..... (Address)

Signed and dated at ..... this ..... day of ..... 20.....

.....  
Surety & Co-principal Debtor

..... (Full name)

Witness:

..... (Full name)

..... (Signature)

..... (Address)

OR

We the undersigned [surety 1 name, ID number and address] and [surety 2 name, ID number and address] do hereby bind ourselves jointly and severally to the sheriff of the aforesaid court as sureties and co-principal debtors that if the attachment be hereafter set aside, we, the two sureties, shall satisfy any lawful claim against him or her by the said judgment debtor or any person for damages suffered by the said judgment debtor or person by reason of the said attachment or seizure.

Signed and dated at ..... this ..... day of ..... 20.....

.....  
First Surety & Co-principal Debtor

..... (Full name)

Witness:

..... (Full name)

..... (Signature)

..... (Address)

Signed and dated at ..... this ..... day of ..... 20.....

.....  
Second Surety & Co-principal Debtor

..... (Full name)

Witness:

..... (Full name)

..... (Signature)

..... (Address)"

**"No. 37A - Security under rule 41(15)"****\*For use in the District Court**

In the Magistrate's Court for the district of .....

held at ..... Case Number: ..... of 20.....

In the matter between:

..... Execution Creditor

and

..... Judgment Debtor

WHEREAS by virtue of certain warrant of this court, dated the ..... day of .....20  
..... issued at the instance of A..... B..... against C..... D..... of  
..... the sheriff has seized and laid under attachment the under-mentioned  
articles, namely:

(1) .....

(2) .....

(3) .....

Now, therefore, we the said C..... D..... and G..... H..... of  
..... a .....(occupation), as surety for  
him/her, bind ourselves severally and *in solidum*, hereby undertaking to the said sheriff  
of his/her cessionaries, assigns or successors in office, that the said goods shall not be  
made away with or disposed of, but shall remain in possession of the said  
C.....D.....under the said attachment, and be produced to the said sheriff  
(or other person authorised by him/her to receive the same) on the .....day  
of.....20..... (the date appointed for the sale), or on any other date when  
the same may be required in order to be sold, unless the said attachment shall legally be  
removed, failing which I, the said G..... H..... hereby bind myself,  
my person, goods and effects, to pay and satisfy the sum of R.....  
(estimated value of the effects seized) to the said sheriff, his/her cessionaries, assigns or  
successors in office, for and on account of the said A.....  
B.....

In witness whereof we, the said C..... D..... and  
 G..... H..... have hereunto set our hands on this  
 ..... day of ..... 20.....

DATED at ..... this ..... day of ..... 20.....  
 .....

C..... D.....  
Judgment debtor

G..... H.....  
Surety

.....  
Deputy-Sheriff

**ASSIGNMENT OF SURETY BOND**

I, ..... in my capacity as Deputy-Sheriff for the district of  
 ..... hereby cede, assign and make over to A.....  
 B..... all my right, title and interest in the foregoing surety bond.

Signed by me in the presence of the subscribing witnesses at..... this  
 ..... day of ..... 20.....  
 .....  
Sheriff

**AS WITNESSES:**

1. ....
2. ....

**No. 37A - Security under rule 41(15)**

**\*For use in the Regional Court**

In the Regional Court for the Regional Division of .....

held at ..... Case Number: ..... of 20.....

In the matter between:

..... Execution Creditor

and

..... Judgment Debtor

WHEREAS by virtue of certain warrant of this court, dated the ..... day of .....20....., issued at the instance of A..... B..... against C..... D..... of ..... the sheriff has seized and laid under attachment the under-mentioned articles, namely:

(1) .....

(2) .....

(3) .....

Now, therefore, we the said C..... D..... and G..... H..... of ..... a .....(occupation), as surety for him/her, bind ourselves severally and *in solidum*, hereby undertaking to the said sheriff of his/her cessionaries, assigns or successors in office, that the said goods shall not be made away with or disposed of, but shall remain in possession of the said C.....D.....under the said attachment, and be produced to the said sheriff (or other person authorised by him/her to receive the same) on the .....day of.....20..... (the date appointed for the sale), or on any other date when the same may be required in order to be sold, unless the said attachment shall legally be removed, failing which I, the said G..... H..... hereby bind myself, my person, goods and effects, to pay and satisfy the sum of R..... (estimated value of the effects seized) to the said sheriff, his/her cessionaries, assigns or successors in office, for and on account of the said A..... B.....

In witness whereof we, the said C..... D..... and G..... H..... have hereunto set our hands on this .....day of.....20.....

DATED at .....this.....day of .....20.....

C..... D.....

Judgment debtor

G..... H.....

Surety

.....  
Deputy-Sheriff

**ASSIGNMENT OF SURETY BOND**

I, ....., in my capacity as Deputy-Sheriff for the district of  
..... hereby cede, assign and make over to A.....  
B..... all my right, title and interest in the foregoing surety bond.

Signed by me in the presence of the subscribing witnesses at..... this  
..... day of ..... 20.....

.....  
Sheriff

AS WITNESSES:

- 1. ....
- 2. ....”

**"No. 59 – Notice to alleged member, partner or proprietor"****\*For use in the District Court**

In the Magistrate's Court for the District of .....  
held at ..... Case No: ..... 20.....

In the matter between:

.....Plaintiff

and

..... Defendant

**TAKE NOTICE** that action has been instituted by the above-named plaintiff against the above-named defendant for the sum of R..... and that it is alleged that the above-named defendant is an association, partnership, firm or sole proprietorship of which you were from ..... to ..... a member, office-bearer, partner or proprietor.

If you dispute that you were a member, office-bearer, partner or proprietor or that the above-mentioned period is in any way relevant to your liability as a member, office-bearer, partner or proprietor or that the defendant is liable you must within 10 days of the service of this notice give notice of your intention to defend.

To give such notice you must file with the clerk of the court and serve a copy thereof upon the plaintiff at the address set out below a notice stating that you intend to defend. In such a notice—

(i) you are required to give your full physical, residential or business address within the court's area of jurisdiction, postal address and where available, facsimile and electronic mail address; and

(ii) you are further required to indicate the preferred address for service upon you of all documents in the application, and service thereof at the address so given shall be valid and effectual, except where personal service is required by an order or practice of the court.



Thereafter you should deliver a plea in which you may dispute that you were a member, office-bearer, partner or proprietor or that the period alleged above is relevant or that the defendant is liable, or all three of these matters.

If you do not give such notice you will not be at liberty to contest any of the above issues. If the above-named defendant is held liable you will be liable to have execution issued against you, should the defendant's assets be excused in execution and found to be insufficient.

DATED at .....this.....day of .....20.....

Attorney for

.....  
 .....  
 .....

(Address)

*(N.B. In application proceedings this form should be appropriately altered.)*

**No. 59 – Notice to alleged member, partner or proprietor**

**\*For use in the Regional Court**

In the Magistrate's Court for the Region of .....  
 held at ..... Case No: ..... 20.....

In the matter between:

.....Plaintiff

and

..... Defendant

**TAKE NOTICE** that action has been instituted by the above-named plaintiff against the above-named defendant for the sum of R..... and that it is alleged that the above-named defendant is an association, partnership, firm or sole proprietorship of which you were from ..... to ..... a member, office-bearer, partner or proprietor.

If you dispute that you were a member, office-bearer, partner or proprietor or that the above-mentioned period is in any way relevant to your liability as a member, office-

bearer, partner or proprietor or that the defendant is liable you must within 10 days of the service of this notice give notice of your intention to defend.

To give such notice you must file with the clerk of the court and serve a copy thereof upon the plaintiff at the address set out below a notice stating that you intend to defend. In such a notice—

(i) you are required to give your full physical, residential or business address within the court’s area of jurisdiction, postal address and where available, facsimile and electronic mail address; and

(ii) you are further required to indicate the preferred address for service upon you of all documents in the application, and service thereof at the address so given shall be valid and effectual, except where personal service is required by an order or practice of the court.

Thereafter you should deliver a plea in which you may dispute that you were a member, office-bearer, partner or proprietor or that the period alleged above is relevant or that the defendant is liable, or all three of these matters.

If you do not give such notice you will not be at liberty to contest any of the above issues. If the above-named defendant is held liable you will be liable to have execution issued against you, should the defendant’s assets be excused in execution and found to be insufficient.

DATED at .....this.....day of .....20.....

Attorney for

.....  
.....  
.....

(Address)

(N.B. In application proceedings this form should be appropriately altered.)”

## DEPARTEMENT VAN JUSTISIE EN STAATKUNDIGE ONTWIKKELING

NO. R. 1604

17 Desember 2021

## WET OP DIE REËLSRAAD VIR GEREESHOWE, 1985 (WET NO. 107 VAN 1985)

WYSIGING VAN DIE REËLS WAARBY DIE VOER VAN VERRIGTINGE VAN DIE  
LANDDROSHOWE VAN SUID-AFRIKA GEREËL WORD

Die Reëlsraad vir Gereeshowe het kragtens artikel 6 van die Wet op die Reëlsraad vir Gereeshowe, 1985 (Wet No. 107 van 1985), en met die goedkeuring van die Minister van Justisie en Korrektiewe Dienste, die reëls in die Bylae gemaak.

## BYLAE

## ALGEMENE VERDUIDELIKENDE NOTA:

[ ] Woorde of uitdrukkings in vet druk in vierkantige hakies dui op weglatings uit bestaande reëls.

\_\_\_\_\_ Woorde of uitdrukkings met 'n volstreep daaronder dui op invoegings in bestaande reëls.

## Woordomskrywing

1. In hierdie Bylae beteken “die Reëls” die Reëls waarby die voer van die verrigtinge van die Landdroshowe van Suid-Afrika gereël word, afgekondig in Goewermentskennisgewing No. R. 740 van 23 Augustus 2010, soos gewysig deur Goewermentskennisgewing No’s. R. 1222 van 24 Desember 2010, R. 611 van 29 Julie 2011, R. 1085 van 30 Desember 2011, R. 685 van 31 Augustus 2012, R. 115 van 15 Februarie 2013, R. 263 van 12 April 2013, R. 760 van 11 Oktober 2013, R. 183 van 18 Maart 2014, R. 215 van 28 Maart 2014 en R. 507 van 27 Junie 2014, R. 5 van 9 Januarie 2015, R. 32 van 23 Januarie 2015, R. 33 van 23 Januarie 2015, R. 318 van 17 April 2015, R. 545 van 30 Junie 2015, R. 2 van 19 Februarie 2016, R. 1055 van 29 September 2017, R. 1272 van 17 November 2017, R. 632 van 22 Junie 2018, R. 1318 van 30 November 2018, R. 842 van 31 Mei 2019, R. 1343 van 18 Oktober 2019., R. 107 van 7 Februarie 2020, R. 858 van 7 Augustus 2020 en R.1156 van 30 Oktober 2020.

### **Wysiging van reël 1 van die Reëls**

2. Reël 1 van die Reëls word hierby deur die volgende reël vervang:

#### **“1. Doel en toepassing van reëls**

(1) Die doel van hierdie reëls is om toegang tot die howe te bevorder en gevolg te gee aan die reg om enige geskil wat deur die toepassing van die reg opgelos kan word, in ’n billike openbare verhoor voor ’n hof te laat beslis.

(2) Hierdie reëls moet toegepas word sodat die vinnige en doeltreffende hantering van geskille van die beperking van die kostes wat dit behels, vergemaklik word.

(3) Ten einde toegang tot die howe te bevorder en in die belang van geregtigheid, kan ’n hof, by ’n onderhoud wat ingevolge artikel 54(1) van die Wet saamgeroep is, met enige bepaling van hierdie reëls wegdoen en leiding gee oor die prosedure wat die partye moet volg om so spoedig, doeltreffend en goedkoop as moontlik oor die aksie te beskik.

(4) (a) Die vorms wat in Aanhangsel 1 bevat word, kan afgewissel word soos die omstandighede vereis.

(b) Behoudens die bepalings van paragraaf (a), kan die klerk of griffier van die hof weier om—

(i) enige dagvaarding uit te reik wat voorgee om in die vorm van Vorm 2, 2A, 2B, 2C of 3 te wees, maar wat nie wesenlik aan die voorgeskrewe vereistes voldoen nie; of

(ii) enige skriftelike versoek uit te reik soos in artikel 59 van die Wet bedoel, wat nie wesenlik aan 'n versoek vervat in Vorm 5A of 5B voldoen nie.

(c) Alle prosesstukke van die hof vir betekening of uitvoering en alle dokumente of afskrifte wat by die stukke van die saak ingedien moet word, behalwe dokumente of afskrifte wat as dokumentêre bewys by die stukke van die saak ingedien word, moet op standaard A4-papier wees tensy dit in elektroniese formaat ingedien is.”.

### **Vervanging van reël 16 van die Reëls**

3. Reël 16 van die reëls word hierby deur reël 16 vervang:

#### **“16. Verdere besonderhede**

(1) Behoudens subreëls (2), (3) en (4) word verdere besonderhede nie versoek nie.

(2) (a) Enige party kan, binne 20 dae sedert die blootlegging van dokumente in reël 23 voor voorsiening gemaak, 'n kennisgewing aflewer wat slegs sodanige verdere besonderhede aanvra soos volstrek noodsaaklik is om hom of haar in staat te stel om vir verhoor gereed te maak.

(b) Gehoor moet binne 10 dae sedert die ontvangs daarvan aan 'n versoek beoog in paragraaf (a) gegee word.

(3) 'n Versoek om verdere besonderhede vir verhoor en die antwoord daarop moet deur 'n prokureur onderteken word of, as 'n party nie verteenwoordig is nie, deur daardie party.

(4) As 'n party wat ingevolge hierdie reël gevra is om enige besonderhede te verstrek, versuim om dit tydig of voldoende te verstrek, kan die party wat die besonderhede gevra het, by die hof aansoek doen om 'n bevel vir die lewering daarvan of vir die afwysing van die aksie of skraping van die verweer, waarna die hof sodanige bevel kan maak soos die hof goedvind.

(5) 'n Hof moet by die afhandeling van 'n verhoor uit eie beweging oorweeg hetsy die verdere besonderhede volstrek noodsaaklik was, al dan nie, en moet alle kostes van en voortspruitend uit enige onnodige versoek of antwoord, of beide, nie toelaat nie.”.

### **Vervanging van reël 22 van die Reëls**

4. Reël 22 van die Reëls word hierby deur die volgende reël vervang:

#### **“Terolleplasing vir verhoor**

(1) Die verhoor van 'n aksie is onderhewig aan aflewering deur die eiser, ná sluiting van die pleitstukke, van kennisgewing van verhoor vir 'n dag of dae deur die griffier of klerk van die hof goedgekeur: Met dien verstande dat, as die eiser nie binne 15 dae ná sluiting van die pleitstukke, kennisgewing van verhoor aflewer nie, die verweerder dit kan doen.

(2) Die aflewering van kennisgewing van verhoor werk outomaties om terselfdertyd enige terugvordering deur die verweerder terolle te plaas vir verhoor.

(3) Aflewering van kennisgewing van verhoor moet ten minste 20 dae voor die aldus goedgekeurde dag uitgevoer word.

(4) (a) By ontvangs van 'n aansoek om 'n verhoordatum, moet die griffier of klerk van die hof die hoflêer trek en dit na die landdros neem sodat die landdros kan oorweeg hetsy 'n voor-verhooronderhoud ingevolge artikel 54 van die Wet nodig is.

(b) Behoudens paragraaf (a), moet 'n verhoordatum binne 10 dae vanaf ontvangs van die aansoek om 'n verhoordatum, vasgestel word: Met dien verstande dat 'n verhoordatum in bestrede aksies slegs vasgestel kan word nadat die landdros die saak as verhoorgereed gesertifiseer het in aangeleenthede wat geag word gepas te wees vir regterlike saakbestuur deur die hof.

(c) By vasstelling van 'n datum vir verhoor, moet die griffier of klerk van die hof alle partye oor die vasgestelde datum inlig.

(5) (a) In egskeidingsaksies of aksies vir nietigverklaring van 'n huwelik, ondanks enigiets in hierdie reël vervat, moet die griffier van die hof by skriftelike versoek deur die eiser, die aksie terolleplaas vir verhoor op die tyd en by die plek en op 'n datum wat die griffier van die hof moet vasstel, indien die verweerder—

(i) versuim het om kennisgewing van voorneme om te verdedig af te lewer; of

(ii) versuim het om 'n verweerstuk ingevolge reël 21B(2) af te lewer; of

(iii) skriftelik aan die eiser en die griffier of klerk van die hof kennis gegee het dat hy of sy nie voornemens is om die aksie te verdedig nie,

maar geen kennisgewing van sodanige versoek of terolleplasing hoef aan die verweerder afgelewer te word nie.

(b) Indien minderjarige kinders betrokke is, moet die kantoor van die gesinsadvokaat ingelig word van die datum waarvoor die aangeleentheid vir verhoor terollegeplaas is.

(6) Wanneer 'n onbestrede egskeidingsaksie uitgestel word, kan die aksie voor 'n ander hof voortgesit word ondanks die feit dat getuienis gegee is.

(7) 'n Party wat kennisgewing van die verhoordatum van 'n aksie ontvang moet, indien sodanige party nog nie blootlegging ingevolge reël 23 gedoen het nie, binne 20 dae 'n beëdigde verklaring aflewer wat aan reël 23(2) voldoen.”.

#### **Invoeging van reël 22A tot die Reëls**

5. Die volgende reël word hierby ná reël 22 van die Reëls ingevoeg:

#### **“ 22A. Vergadering tussen partye ter voorbereiding vir voor-verhooronderhoud of verhoor**

(1) 'n Party wat 'n kennisgewing vir 'n voor-verhooronderhoud waarvoor artikel 54 van die Wet voorsiening maak of vir verhoor ontvang, kan binne 10 dae 'n kennisgewing aflewer ter vasstelling van 'n datum, tyd en plek vir 'n vergadering tussen die partye om vir sodanige voor-verhooronderhoud of verhoor voor te berei.

(2) (a) Die partye kan die vergadering bedoel in subreël (1) per telefoniese of elektroniese middele hou.

(b) Die datum, tyd, plek of vorm van die vergadering in subreël (1) bedoel, kan by ooreenkoms tussen die partye gewysig word: Met dien verstande dat sodanige vergadering nie later nie as 10 dae voor die datum van die verhoor gehou word.

(3) Elke party moet, nie later nie as 5 dae voor die vergadering in subreël (1) bedoel, elke ander party voorsien van 'n lys van—

(a) die toelatings wat sodanige party vereis;

(b) die navrae wat sodanige party sal rig en wat nie in 'n versoek om verdere besonderhede vir verhoor, ingesluit is nie;

(c) ander aangeleenthede aangaande voorbereiding vir verhoor wat sodanige party vir bespreking sal opper.

(4) By die vergadering in subreël (1) bedoel, moet die aangeleenthede in subreëls (3) en (5) vermeld, hanteer word.

(5) Die notule van die vergadering in subreël (1) bedoel, moet voorberei en onderteken word deur of namens elke party en die volgende moet daaruit blyk:

- (a) Die datum, plek, vorm en tydsduur van die vergadering en die name van die teenwoordige persone;
- (b) as 'n party benadeel voel omdat 'n ander party nie aan die hofreëls voldoen het nie, die aard van sodanige nievoldoening en benadeling;
- (c) dat elke party wat regshulp eis sodanige party se opponent gevra het om 'n skikkingsvoorstel te doen en dat daardie opponent daarop gereageer het;
- (d) hetsy enige geskilpunt deur die partye verwys is vir bemiddeling, arbitrasie of beslissing deur 'n derde party en die grondslag waarop dit aldus verwys is;
- (e) hetsy die saak na 'n ander hof oorgeplaas moet word;
- (f) hetsy die saak ingevolge reël 29(6) geskei moet word;
- (g) die erkennings deur elke party gemaak;
- (h) enige geskil aangaande die plig om te begin of die bewyslas;
- (i) enige ooreenkoms aangaande die ooreenkomstige van getuienis by wyse van 'n beëdigde verklaring ingevolge reël 29(16);
- (j) watter party vir die maak van afskrifte en ander voorbereiding van dokumente verantwoordelik sal wees;
- (k) watter dokumente of afskrifte sonder verdere bewyse as getuienis sal dien van wat hulle voorgesê om te wees, welke uittreksels bewys kan word sonder om die hele dokument of enige ander ooreenkoms aangaande die bewys van dokumente; en
- (l) hetsy die partye gereed is om met die verhoor voort te gaan.

(6) Die notules in subreël (5) bedoel, moet deur die eiser by die griffier of klerk van die hof ingedien word nie later nie as vyf dae voor die voorverhooronderhoud of verhoordatum.

### **Vervanging van reël 23 van die Reëls**

6. Reël 23 van die Reëls word hierby deur die volgende reël vervang:

#### **“23. Blootlegging van dokumente**



(1) (a) Enige party tot enige aksie kan vereis dat enige ander party daarby, by skriftelike kennisgewing, blootlegging onder eed doen binne 20 dae van alle dokumente en band-, elektroniese, digitale of ander vorme van opnames aangaande enige aangeleentheid wat in sodanige aksie ter sprake is, hetsy sodanige aangeleentheid ontstaan het tussen die party wat blootlegging vereis of nie, wat in besit of onder beheer van sodanige ander party is of enige tyd was.

(b) 'n Kennisgewing ingevolge paragraaf (a) word nie, behalwe met die toestemming van 'n landdros, voor die sluiting van pleitstukke gegee nie.

(2) (a) 'n Party wat blootlegging moet doen, moet binne 20 dae of binne die tyd gestel in enige bevel van 'n landdros, sodanige dokumente blootlê op beëdigde verklaring wat wesenlik dieselfde is as Vorm 13 van Aansoek 1, wat apart vermeld—

- (i) sodanige dokumente en band-, elektroniese, digitale of ander vorme van opnames in sy of haar besit of in besit van sy of haar agent behalwe die dokumente en bandopnames in paragraaf (b) vermeld;
- (ii) sodanige dokumente en band-, elektroniese, digitale of ander vorme van opnames ten opsigte waarvan hy of sy 'n geldige beswaar het om te verstrek; en
- (iii) sodanige dokumente en band-, elektroniese, digitale of ander vorme van opnames wat hy of sy of sy of haar agent in sy of haar besit gehad het, maar nie meer het nie, op die datum van die beëdigde verklaring.

(b) 'n Dokument word geag voldoende gespesifiseer te wees as dit as een van 'n bundel dokumente van 'n gespesifiseerde aard beskryf word, wat deur die deponent geparafeer en agtereenvolgend genommer is.

(c) Verklarings van getuies wat vir die doeleindes van die verrigtinge afgeneem is, kommunikasie tussen prokureur en kliënt en tussen prokureur en advokaat, pleitstukke, beëdigde verklarings en kennisgewings in die aksie sal uit die bylaes uitgelaat word.

(3) Indien enige party glo daar is, benewens dokumente of band-, elektroniese, digitale of ander vorms van opnames wat ingevolge hierdie reël blootgelê is, ander dokumente, met inbegrip van afskrifte daarvan, of band-, elektroniese, digitale of ander vorms van opnames is wat op enige aangeleentheid wat ter sprake is, betrekking kan hê, in die besit van enige ander party daarby, kan die eersgenoemde aan laasgenoemde kennis gee waarin van die laasgenoemde vereis word om dit ter insae

beskikbaar te stel ooreenkomstig subreël (6), of om onder eed binne 10 dae te stel dat sodanige dokumente of band-, elektroniese, digitale of ander vorm van opnames nie in sy of haar besit is nie, in welke geval sodanige party moet stel waar dit is, indien hy of sy weet.

(4) 'n Dokument of band-, elektroniese, digitale of ander vorms van opname wat nie blootgelê is soos ingevolge hierdie reël versoek, mag nie, behalwe met die toestemming van die hof toegestaan op sodanige voorwaardes wat die hof goedvind, vir enige doel by die verhoor gebruik word nie deur party wat verplig was, maar versuim het, om dit bloot te lê, met dien verstande dat enige ander party sodanige dokument of band-, elektroniese, digitale of ander vorms van opname mag gebruik.

(5) (a) Waar die Fonds soos deur die Padongelukfondswet, 1996 (Wet No. 56 van 1996), 'n party is tot enige aksie uit hoofde van die bepalings van daardie Wet, enige party by sodanige aksie blootlegging kan kry op die wyse in paragraaf (d) voorsien teen die bestuurder of eienaar of korttermynversekeraar van die voertuig of werkgewer van die bestuurder van die voertuig, in daardie Wet bedoel.

(b) Paragraaf (a) moet van toepassing wees met gepaste veranderinge op die bestuurder of eienaar of korttermynversekeraar van die voertuig of werkgewer van die bestuurder van 'n voertuig in die Padongelukfondswet, 1996, bedoel.

(c) Waar die eiser as sessionaris dagvaar, het die verweerder dieselfde regte kragtens hierdie reël teen die sedent, met nodige veranderinge.

(d) 'n Party wat blootlegging ingevolge paragraaf (a), (b) of (c) vereis, moet dit by kennisgewing doen wat wesenlik dieselfde is as Vorm 14 van Aanhangsel 1.

(6) (a) Enige party kan te eniger tyd by kennisgewing wat wesenlik dieselfde is as Vorm 15 van Aanhangsel 1, vereis dat enige party wat blootlegging gedoen het om enige dokument of band-, elektroniese, digitale of ander vorm van opname wat ingevolge subreëls (2) en (3) openbaar gemaak, ter insae beskikbaar te stel.

(b) 'n Kennisgewing waarvoor in paragraaf (a) voorsiening gemaak word, moet vereis dat die party aan wie die kennisgewing gegee word binne vyf dae, aan die party wat blootlegging versoek, 'n kennisgewing aflewer wat wesenlik dieselfde is as Vorm 15A van Aanhangsel 1, waarin 'n tyd binne vyf dae vanaf die aflewering van sodanige kennisgewing vermeld word waarbinne die dokument of band-, elektroniese, digitale of ander vorm van opname by die kantoor van daardie persoon se prokureur ter insae beskikbaar sal wees of, as sodanige party nie deur 'n prokureur verteenwoordig word nie, by 'n in die kennisgewing vermelde plek wat geleë is, of in die geval van bankier se boeke of ander rekeningboeke wat pal in gebruik is vir die doeleindes van enige besigheid of onderneming, by hulle gewone plek van bewaring.

(7) (a) 'n Party wat 'n kennisgewing ontvang wat wesenlik dieselfde is as Vorm 15A van Aanhangsel A in subreël 6(b) bedoel, is geregtig om op die tyd daarin vermeld en vir 'n tydperk van vyf dae daarna tydens normale sakeure en op een of meer van sodanige dae, insae te kry van sodanige dokument of band-, elektroniese, digitale of ander vorm van opname en afskrifte of transkripsies daarvan te maak.

(b) 'n Party se versuim om enige sodanige dokument of band-, elektroniese, digitale of ander vorm van opname oor te lê wat vir insae vereis word, sal sodanige party daarvan uitsluit om dit by die verhoor te gebruik, behalwe waar die hof dit by die aanvoer van goeie gronde andersins toelaat.

(8) As enige party versuim om voorgenoemde blootlegging te doen of, nadat 'n kennisgewing in subreël 6(b) bedoel aan sodanige party beteken is, of versuim om insae te gee soos deur daardie subreël vereis, kan die party wat blootlegging verlang by 'n hof aansoek doen, wat voldoening aan hierdie reël kan gelas en, by versuim van sodanige voldoening, die eis tersyde kan stel of die verweer kan deurhaal.

(9) Enige party tot 'n aksie kan ná die sluiting van pleitstukke aan enige ander party kennis gee om skriftelik besonderhede te spesifiseer van datums en partye van of tot enige dokument of band-, elektroniese, digitale of ander van vorm van opname wat by die verhoor van die aksies gebruik gaan word namens die party aan wie kennis gegee word, en die party wat sodanige kennis ontvang moet nie minder nie as 15 dae voor die datum van verhoor 'n kennisgewing aflewer waarin—

(a) die datums van en partye tot en die algemene aard van enige sodanige dokument of band-, elektroniese, digitale of ander vorm van opname wat in sodanige party se besit is, gespesifiseer word; of

(b) sodanige besonderhede soos die party nodig mag hê om enige sodanige dokument of band-, elektroniese, digitale of ander vorm van opname te identifiseer wat nie in sodanige party se besit is nie, gespesifiseer word en waarin die naam en adres van die persoon in wie se besit sodanige dokument of band-, elektroniese, digitale of ander vorm van opname is, terselfdertyd vermeld word.

(10) (a) Enige party wat enige dokument of band-, elektroniese, digitale of ander vorm van opname by 'n verhoor wil bewys, kan aan enige ander party kennis gee om te vereis dat sodanige party binne 10 dae vanaf ontvangs van sodanige kennisgewing erken dat sodanige dokument of band-, elektroniese, digitale of ander vorm van opname behoorlik gemaak is en inderdaad is wat dit voorgee om te wees.

(b) As 'n party wat 'n kennisgewing kragtens paragraaf (a) ontvang, nie binne die vermelde tydperk erkenning gee soos vereis nie, dan sal die party, as teen sodanige party, wat die kennisgewing gee geregtig wees om die dokument of band-,

elektroniese, digitale of ander vorm van opname gespesifiseer by die verhoor te verstrek sonder bewys behalwe bewys, indien dit betwis word, dat die dokument of band-, elektroniese, digitale of ander vorm van opname die dokument of band-, elektroniese, digitale of ander vorm van opname in die kennisgewing bedoel is en dat kennis behoorlik gegee is.

(c) As 'n party wat 'n kennisgewing ingevolge paragraaf (a) ontvang, stel dat die dokument of band-, elektroniese, digitale of ander vorm van opname nie aangebied word soos vereis nie, moet dit deur die party wat die kennis gee bewys word, voordat sodanige party geregtig is om dit by die verhoor te gebruik, maar die party wat dit nie aangebied het nie, kan beveel word om die koste van die bewys daarvan te betaal.

(11) (a) Enige party kan aan enige ander party wat 'n blootlegging van 'n dokument of 'n band-, elektroniese, digitale of ander opname gedoen het, kennis gee om by die verhoor die oorspronklike van sodanige dokument of band-, elektroniese, digitale of ander vorm van opname, in sodanige party se besit, oor te lê.

(b) 'n Kennisgewing kragtens paragraaf (a) moet gegee word nie minder nie as vyf dae voor die verhoor, maar kan, as die hof dit toelaat, deur die loop van die verhoor gegee word.

(c) Indien enige kennisgewing kragtens paragraaf (a) aldus gegee word, kan die party wat diesulke gee, vereis dat die party aan wie die kennisgewing gegee word die genoemde dokument of band-, elektroniese, digitale of ander vorm van opname in die hof oor te lê en is geregtig, sonder om enige getuie te roep, om die genoemde dokument in te handig of om beswaar te maak, wat in getuienis ontvangbaar sal wees tot dieselfde mate asof dit in getuienis oorgelê is deur die party aan wie kennis gegee word.

(12) Die hof kan, deur die loop van enige verrigtinge, beveel dat enige party daartoe onder eed sodanige dokument of band-, elektroniese, digitale of ander vorm van opname wat in daardie party se mag of beheer is betreffende enige betrokke aangeleentheid in sodanige verrigtinge wat die hof goevind, oorlê en die hof kan sodanige dokument of band-, elektroniese, digitale of ander vorm van opname, wanneer dit oorgelê word, hanteer soos die hof goeddink.

(13) (a) Enige party tot enige verrigting kan te eniger tyd voor die verhoor daarvan 'n kennisgewing wat wesenlik dieselfde is as Vorm 15B van Aanhangel 1 aan enige ander party aflewer in wie se pleitstukke of beëdigde verklarings na enige dokument of band-, elektroniese, digitale of ander vorm van opname verwys word—

(i) om sodanige dokument of band-, elektroniese, digitale of ander vorm van opname vir insae deur hom of haar te oor te lê en om hom of haar toe te laat om 'n afskrif of transkripsie daarvan te maak;

(ii) om binne 10 dae skriftelik te stel of die party wat die kennisgewing ontvang, beswaar maak teen die verstrekking van die dokument of band-, elektroniese, digitale of enige ander vorm van opname en die gronde daarvoor; of

(iii) onder eed binne 10 dae verklaar dat sodanige dokument of band-, elektroniese, digitale of ander vorm van opname nie in sodanige party se besit is nie en in sodanige geval te vermeld waar dit is, indien bekend.

(b) Enige party wat versuim om aan 'n kennisgewing ingevolge paragraaf (a) te voldoen, moet nie, behalwe met die verlof van die hof, die tersaaklike dokument of band-, elektroniese, digitale of ander vorm van opname in sodanige verrigtinge gebruik nie, met dien verstande dat enige ander party sodanige dokument of band-, elektroniese, digitale of ander vorm van opname mag gebruik.

(14) Die bepalinge van hierdie reël betreffende blootlegging is met die nodige veranderinge van toepassing op aansoeke, vir sover die hof kan gelas.

(15) Ná kennis van voorneme om te verdedig gegee is, kan enige party tot enige aksie, vir die doeleindes van pleitstukke, vereis dat enige ander party—

(a) binne vyf dae 'n duidelik gespesifiseerde dokument of band-, elektroniese, digitale of ander vorm van opname in sy of haar besit vir insae beskikbaar stel wat verband hou met 'n redelike verwagte kwessie in die aksie en om toe te laat dat 'n afskrif of transkripsie daarvan gemaak word;

(b) binne 10 dae skriftelik stel hetsy die party wat die kennisgewing ontvang teen die verstrekking van die dokument of band-, elektroniese, digitale of ander vorm van opname beswaar maak en die gronde daarvoor; of

(c) binne 10 dae onder eed stel dat sodanige dokument of band-, elektroniese, digitale of ander vorm van opname nie in sodanige party se besit is nie en in so 'n geval om te vermeld waar dit is, indien bekend.

(16) By die toepassing van hierdie reël en reël 26—

(a) sluit 'n dokument enige skriftelike, gedrukte of elektroniese aangeleentheid, en data en databoodskappe in soos omskryf in die Wet op Elektroniese Kommunikasies en Transaksies, 2002; en

(b) 'n bandopname sluit 'n klankbaan, film, magneetband, rekord of enige ander materiaal in waarop beelde, klank of ander inligting opgeneem kan word of enige ander vorm van opname.”.

#### **Vervanging van reël 24 van die Reëls**

7. Reël 24 van die Reëls word hierby deur die volgende reël vervang:

**“24. Mediese ondersoeke, ondersoek van voorwerpe, deskundige getuienis en aanbieding as getuienis van ’n plan, tekening, model of foto**

(1) ’n Party tot verrigtinge waarin vergoeding of skadeloosstelling ten opsigte van beweerde liggaamlike besering geëis word het die reg om van ’n party wat sodanige vergoeding of skadeloosstelling eis wie se gesondheidstoestand relevant is tot die vasstelling daarvan, te vereis om homself of haarself aan ’n mediese ondersoek te onderwerp.

(2) (a) ’n Party kan ’n kennisgewing aan ’n ander party aflewer waarin vereis word dat sodanige party homself of haarself aan ’n mediese ondersoek waarvoor in subreël (1) voorsiening gemaak word, onderwerp en moet in die kennisgewing—

- (i) die aard van die vereiste ondersoek vermeld;
- (ii) die persoon of persone vermeld wat die ondersoek sal doen; en
- (iii) die plek waar en die datum (minstens 15 dae ná die datum van sodanige kennisgewing) en tyd vermeld wanneer verlang word die ondersoek moet plaasvind.

(b) ’n Kennisgewing in paragraaf (a) beoog moet—

- (i) vermeld dat die party wat ondersoek word sy of haar eie mediese raadgewer by die ondersoek teenwoordig kan hê; en
- (ii) vergesel gaan van ’n remise ten opsigte van die redelike uitgawe wat deur die party vir bywoning van die ondersoek aangegaan moet word.

(c) Die uitgawes in paragraaf (b)(ii) word aangebied teen die tarief wat sou geld as sodanige persoon ’n getuie in ’n siviele saak voor die hof was: Met dien verstande dat—

- (i) as die party wat ondersoek word, nie kan beweeg nie, sluit die bedrag wat betaal moet word die reiskoste per enige nodige vervoermiddel in en, waar vereis, die redelike koste van ’n persoon wat die persoon wat ondersoek moet word, behandel;
- (ii) waar die party wat ondersoek word werklik enige salaris, loon of ander vergoeding sal verloor tydens die tydperk van afwesigheid van sy of haar

werk, moet sodanige party, benewens die uitgawes in subparagraaf (i) bedoel, geregtig wees om van die party wat sodanige ondersoek vereis, 'n bedrag per dag te ontvang ten opsigte van die salaris, loon of ander vergoeding wat sodanige persoon werklik sal verloor: Met die verstande dat die bedrag wat ontvang moet word nie die bedrag wat die Minister ooreenkomstig toepaslike wetgewing vir getuies in siviele verrigtinge vasgestel het, mag oorskry nie; en

- (iii) enige bedrag deur 'n party betaal ooreenkomstig hierdie subreël is kostes in die saak, tensy die hof anders gelas.

(3) (a) 'n Party wat 'n kennisgewing bedoel in subreël (2)(a) ontvang moet, binne vyf dae sedert die betekening van die kennisgewing, die party wat dit aflewer, in kennis stel van die aard en gronde van enige beswaar wat sodanige party kan hê betreffende—

- (i) die aard van die voorgestelde ondersoek;
- (ii) die persoon of persone wat die ondersoek doen;
- (iii) die plek, datum of tyd van die ondersoek; en
- (iv) die bedrag van die uitgawes aangebied,

en moet verder—

(aa) indien die beswaar teen die plek, datum of tyd van die ondersoek is, 'n alternatiewe plek, datum of tyd verstrek, na gelang van die geval; en

(bb) indien sy of haar beswaar teen die bedrag van die aangebode uitgawes is, besonderhede gee van sodanige verhoogde bedrag soos vereis mag word.

(b) As 'n party wat die kennisgewing in subreël (2)(a) bedoel, ontvang, nie 'n beswaar aflewer binne die tydperk van vyf dae in paragraaf (a) bedoel nie, word sodanige party geag toegestem het tot die ondersoek op die terme gestel deur die party wat die kennisgewing gee.

(c) As 'n party wat 'n beswaar ontvang van mening is dat die beswaar of enige deel daarvan nie goeie gronde het nie, kan sodanige party by die hof aansoek doen om die voorwaardes te bepaal waarop die ondersoek, indien enige, gedoen moet word.

(4) Enige party tot verrigtinge in subreël (1) bedoel, kan te eniger tyd by kennisgewing vereis dat enige eiser, vir sover hy of sy dit kan doen, aan sodanige ander party binne 10 dae enige mediese verslae, hospitaalrekords, X-strale, ander mediese beelde of ander dokumentêre inligting van 'n soortgelyke aard wat met die assessering van sodanige skadevergoeding of skadeloosstelling verband hou, beskikbaar stel en om afskrifte of opnames daarvan op versoek te verstrek.

(5) As dit uit enige mediese ondersoek wat uitgevoer is óf by ooreenkoms tussen die partye óf in navolging van enige kennis gegee ingevolge hierdie reël óf op bevel van die hof blyk dat enige verdere mediese ondersoek deur enige ander persoon nodig of wenslik is vir die doel om volledige inligting te kry oor aangeleentheid wat met die assessering van sodanige vergoeding of skadeloosstelling verband hou, kan enige party 'n tweede en finale ondersoek ooreenkomstig die bepalings van hierdie reël vereis.

(5A) As enige party vergoeding eis as gevolg van die afsterwe van 'n ander persoon, moet sodanige persoon 'n mediese ondersoek ondergaan soos in hierdie reël voorgeskryf as dit versoek word en daar beweer word dat sodanige party se eie gesondheidstoestand relevant is in die vasstelling van die vergoeding.

(6) As dit blyk dat die toestand van enige eiendom van enige aard, hetsy roerend of onroerend, relevant kan wees aangaande die beslissing van enige aangeleentheid in geskil in enige aksie, kan enige party enige tyd kennis gee waarin die party wat op die bestaan van sodanige staat of toestand van sodanige eiendom staatmaak of wat sodanige eiendom in sy of haar besit of onder sy of haar beheer het om dit beskikbaar te stel vir insae of ondersoek en kan in sodanige kennisgewing vereis dat sodanige party sodanige eiendom of 'n redelike monster daarvan beskikbaar hou vir insae of ondersoek vir 'n tydperk van hoogstens 10 dae vanaf die ontvangs van die kennisgewing.

(7) (a) Die party van wie kragtens subreël (6) vereis word om 'n eiendom vir insae of ondersoek voor te lê, kan vereis dat die party wat dit aldus versoek om die aard van die insae of ondersoek waaraan dit onderwerp gaan word, te spesifiseer, en is nie gebind om daardie eiendom aan sodanige insae of ondersoek te onderwerp nie indien dit sodanige party wesenlik sal benadeel weens die uitwerking daarvan op sodanige eiendom.

(b) In die geval van enige geskil oor of die eiendom vir insae of ondersoek voorgelê moet word al dan nie, moet sodanige geskil na die hof verwys word by kennisgewing gegee deur enige een van die partye wat stel dat die insae of ondersoek vereis en teen beswaar gemaak is, en die hof kan sodanige bevel gee soos die hof goedvind.



(8) Enige party wat 'n inspeksie of ondersoek ingevolge subreël (1) of (6) laat doen, moet—

- (a) die persoon wat die insae of ondersoek doen 'n volle skriftelike verslag laat gee, binne twee maande sedert die datum van die insae of ondersoek of binne sodanige ander tydperk soos gelas deur 'n regterlike beampte by 'n voor-verhooronderhoud wat ingevolge artikel 54(2) van die Wet saamgeroep is, van die uitslae van die insae of ondersoek en die opinies wat sodanige persoon as gevolg daarvan oor enige tersaaklike aangeleentheid gevorm het;
- (b) binne vyf dae ná ontvangs van sodanige verslag, alle ander partye skriftelik inlig van die bestaan van die verslag, en by versoek 'n volledige afskrif daarvan onmiddellik aan enige party voorsien; en
- (c) die uitgawe dek van enige sodanige insae of ondersoek: Met dien verstande dat sodanige koste deel van sodanige party se koste sal uitmaak.

(9) Geen persoon, behalwe met die toestemming van die hof of die toestemming van alle partye tot die saak, het die reg om enige persoon as getuie te roep om getuienis as 'n kundige te gee oor enige aangeleentheid waaroor die getuienis van deskundige getuies ontvang kan word nie, tensy—

(a) waar die eiser voornemens is om 'n deskundige te roep, moet die eiser nie later nie as 15 dae nadat die pleitstukke gesluit het, of waar die verweerder voornemens is om die deskundige te roep, moes die verweerder hoogstens 30 dae nadat die pleitstukke gesluit het, kennis van die voorneme om sodanige deskundige te roep, gegee het; en

(b) in die geval van die eiser hoogstens 45 dae nadat die pleitstukke gesluit het, of in die geval van die verweerder hoogstens 60 dae nadat die pleitstukke gesluit het, moes die eiser of verweerder 'n opsomming van die deskundige se opinies en die redes daarvoor afgelewer het:

Met dien verstande dat in egskeiding en verwante aangeleenthede, moet die kennisgewing van voornemens om 'n deskundige te roep en die opsomming van die deskundige se opinie en die redes daarvoor, ook by die Gesinsadvokaat afgelewer word terselfdertyd as wat dit by die ander party afgelewer word:

Met dien verstande dat waar van toepassing, die kennisgewing en opsomming afgelewer word soos deur die regterlike beampte gelas by enige voor-verhooronderhoud ingevolge artikel 54 van die Wet saamgeroep.

(9A) Die partye moet—

(a) sover moontlik poog om ooreen te kom om 'n enkele gesamentlike deskundige oor enige of meer of al die kwessies in die saak aan te stel; en

(b) 'n gesamentlike notule van deskundiges indien rakende dieselfde gebied van kundigheid binne 20 dae vanaf die datum van die laaste indiening van sodanige deskundige verslae.

(10) (a) Geen party het, behalwe met die toestemming van die hof of die instemming van al die partye, die reg om enige plan, diagram, model of foto as getuienis aan te bied nie tensy sodanige party nie meer nie as 30 dae nadat die pleitstukke gesluit het, 'n kennisgewing aan die ander party laat aflewer waarin die voorneme om dit te doen, gestel word.

(b) 'n Kennisgewing kragtens paragraaf (a) moet stel dat elke party wat dit ontvang, die reg het om insae te hê in sodanige plan, diagram, model of foto en moet vereis dat sodanige party binne 10 dae vanaf ontvangs daarvan stel hetsy hy of sy enige beswaar teen sodanige plan, diagram, model of foto het wat sonder bewys as getuienis aangebied word.

(c) Indien 'n party wat die kennisgewing ontvang versuim om binne vermeldde tydperk aldus beswaar te maak, word die vermeldde plan, diagram, model of foto by die blote voorlegging daarvan en sonder verdere bewys daarvan in getuienis aanvaar.

(d) Indien 'n party wat die kennis ontvang, teen die toelating as getuienis van sodanige plan, diagram, model of foto beswaar aanteken, kan die vermeldde plan, diagram, model of foto by die verhoor bewys word en die party wat die kennisgewing ontvang, kan beveel word om die koste van sodanige bewys te betaal.”.

### **Vervanging van reël 25 van die Reël**

8. Die volgende reël word hierby deur reël 25 van die Reëls vervang:

#### **“ 25. Regterlike saakbestuur en voor-verhooronderhoud**

(1) Regterlike saakbestuur is van toepassing op enige aangeleentheid wat die hof goetvind, uit eie beweging of op versoek van 'n party, op enige stadium nadat 'n kennisgewing van voorneme om te verdedig ingedien is.

(2) Saakbestuur deur regterlike ingryping word—

(a) in die belang van geregtigheid gebruik om oorlaaide verhoorrolle te verlig en om die probleme te hanteer wat vertraging in die afhandeling van sake veroorsaak;

(b) van die aard en omvang waarvoor in artikel 54 van die Wet voorsiening gemaak word; en

(c) uitgelê en toegepas ooreenkomstig die beginsel dat, ondanks die bepalings hierin wat vir regterlike saakbestuur voorsiening maak, berus die hoofverantwoordelikheid steeds by die partye en hul regsverteenwoordigers om behoorlik voor te berei, die hofreëls na te kom, en professioneel op te tree om die aangeleentheid vir verhoor en beregting te bespoedig.

(3) Behalwe tot die mate waarvoor uitdruklik in hierdie reël voorsiening gemaak word, is die bepalings van reël 22A nie van toepassing in aangeleenthede wat vir regterlike saakbestuur verwys word nie.

(4) (a) Op enige stadium van die verrigtinge, kan die griffier of klerk van die hof—

- (i) nakomingsbriewe elektronies aan enige party rig wat versuim om te voldoen aan die tydsbeperkings vir die indiening van pleitstukke of enige kennisgewing ingevolge die reëls; en
  - (ii) in die geval van nienakoming van die lasgewings in 'n nakomingsbrief beoog in subparagraaf (i) gegee, die aangeleentheid na die regterlike beampte verwys om te oorweeg hetsy 'n voor-verhooronderhoud waarvoor in artikel 54 van die Wet voorsiening gemaak word, gehou moet word.
- (b) Die skriftelike versoek deur enige party vir 'n voor-verhooronderhoud bedoel in artikel 54(1) van die Wet, aan die griffier of klerk van die hof gemaak moet word waarin versoek word dat die hof sodanige voor-verhooronderhoud saamroep en moet oor die algemeen die aangeleenthede wat die party wil hê by sodanige onderhoud oorweeg moet word, vermeld.
- (c) Die griffier of klerk van die hof moet 'n versoek in paragraaf (b) bedoel, voor 'n regterlike beampte plaas wat, as hy of sy besluit om 'n onderhoud saam te roep, die griffier of klerk van die hof opdrag moet gee om die nodige prosesstukke uit te reik.
- (5) (a) 'n Verhoordatum word nie aan 'n saak toegeken tensy 'n regterlike beampte die saak as verhoorgereed gesertifiseer het soos in reël 22(4)(b) voor voorsiening gemaak word nie, of nadat 'n voor-verhooronderhoud afgehandel is soos in artikel 54 van die Wet voor voorsiening gemaak.

- (b) 'n Regterlike beampte wat die verhoorgereedheid van 'n aangeleentheid oorweeg, moet oortuig wees dat—
- (i) die saak verhoorgereed is, en in die besonder, dat alle geskilpunte wat sonder 'n verhoor geskik kon word, hanteer is;
  - (ii) die oorblywende geskilpunte wat verhoor moet word, genoegsaam omskryf is;
  - (iii) aan die vereistes van reëls 23 en 24(9) voldoen is; en
  - (iv) enige potensiële oorsake van vertraging in die begin of hou van die verhoor sover prakties moontlik vooruit hanteer is.
- (c) 'n Regterlike beampte kan lasgewings gee oor blootlegging of indien van verslae waar die regterlike beampte van oordeel is dat sodanige lasgewings die verhoorgereedheid van die saak kan bespoedig.
- (6) (a) In alle aangeleenthede waar 'n regterlike beampte gelas dat 'n voor-verhooronderhoud ingevolge artikel 54 van die Wet belê moet word, moet die griffier of klerk van die hof 'n kennisgewing wat wesenlik dieselfde is as Vorm 19 van Aansoek 1, stuur waarin gelas word dat alle partye sodanige voor-verhooronderhoud moet bywoon.
- (b) Die kennisgewing in paragraaf (a) bedoel, moet aan die partye afgelewer word by die adresse wat ingevolge reël 5(3) en 13(3) verstrekk is ten minste 15 dae voor die datum wat vir die voor-verhooronderhoud vasgestel is ooreenkomstig die bepalings van reël 9(9)(a).
- (7) Die kennisgewing in subreël (6)(a) bedoel, moet die partye inlig—
- (a) van die datum, tyd en plek van 'n voor-verhooronderhoud ingevolge subreël (6)(a) saamgeroep;
  - (b) dat van hulle vereis word om sodanige voor-verhooronderhoud by te woon om—
    - (i) die vereenvoudiging van die geskilpunte;
    - (ii) die nodigheid of wenslikheid van wysigings aan die pleitstukke;
    - (iii) die moontlikheid dat erkennings van feite en dokumente verkry kan word om onnodige bewyse te vermy;

- (iv) die beperking van die getal kundige getuies;
  - (v) sodanige ander aangeleenthede wat die beskikking van die aksie op die spoedigste en goedkoopste wyse kan aanhelp, te oorweeg;
- (c) dat op die datum van die voor-verhooronderhoud, van hulle vereis word om 'n vergadering te gehou het om vir die voor-verhooronderhoud voor te berei waar die kwessies in subreël (10) rakende die voer van die verhoor of aksie oorweeg moes geword het;
- (d) dat van die eiser vereis word om, nie minder nie as twee dae voor die tyd wat vir die voor-verhooronderhoud bedoel in artikel 54 van die Wet bepaal is—
- (i) te verseker dat die hoflêer gepas georden, gebind, gepagineer en geïndekseer is; en
  - (ii) 'n notule van verrigtinge af te lewer waarop by die verrigtinge tydens die vergadering ingevolge paragraaf (c) gehou, ooreengekom is, andersins, indien die partye nie 'n ooreenkoms oor die inhoud van die notule bereik het nie, 'n notule onderteken deur die party wat die dokument indien saam met 'n verduideliking oor hoekom 'n ooreenkoms oor die inhoud daarvan nie verkry is nie.

(8) Die notule in subreël (7)(d)(ii) bedoel, moet die partye se ooreenkoms of onderskeie posisies oor elkeen van die geskilpunte in subreël (10) geïdentifiseer, spesifiseer en tot die mate wat verdere stappe nog gedoen moet word om die aangeleentheid vir verhoor gereed te maak, dit uitdruklik identifiseer en 'n rooster uiteensit waarvolgens die partye voorstel, op 'n onderling bindende grondslag, dat sodanige verdere stappe gedoen sal word.

- (9) (a) Benewens die notule in subreël (7)(d)(ii) bedoel, moet die partye 'n breedvoerige verklaring van geskilpunte aflewer, wat sal aandui—
- (i) die geskilpunte in die saak wat nie in geskil is nie; en
  - (ii) die geskilpunte in die saak wat in geskil is, met 'n beskrywing van die aard van die geskil en uiteensetting van die partye se onderlinge betoogredes ten opsigte van elke geskilpunt.
- (b) 'n Regterlike beampte wat saakbestuur doen, kan, by die oorweging van die verklaring deur die partye in paragraaf (a) bedoel, gelas dat een of al die partye nie by 'n voor-verhooronderhoud hoef te verskyn nie.

(10) Die aangeleentede wat die partye moet hanteer by die vergadering wat ingevolge subreël (7)(c) gehou moet word, is soos volg:

- (a) die aangeleentede in reëls 23, 24, 27 en 29 uiteengesit;
- (b) die verkryging van erkennings en die doen van navrae van en deur die partye ten einde die geskilpunte te verminder of die behoefte aan mondelinge getuienis te beperk;
- (c) die tydperke waarbinne die partye voorstel dat enige aangeleentede wat uitstaande is ten einde die saak tot verhoor te kry, onderneem sal word;
- (d) behoudens reël 24(9), die instruksie van getuies om deskundige getuienis te gee en die werkbaarheid en redelikheid onder die omstandighede van die saak dat 'n enkele gesamentlike deskundige vir enige geskilpunt deur die partye aangestel word;
- (e) die identiteit van die getuies wat hulle voornemens is om te roep en, in breë trekke, die aard van die getuienis wat deur elke sodanige getuie gegee gaan word;
- (f) die moontlikheid dat die aangeleentheid vir vrywillige hofverwante bemiddeling verwys kan word;
- (g) die blootlegging van elektroniese dokumente vervat in die bediener of ander bergingstoestel;
- (h) die afneem van getuienis deur oudio-visuele skakel;
- (i) gepaste verhoordatumms en die geskatte duur van die verhoor; en
- (j) enige ander aangeleentheid wat ter sake is om die verhoorgereedheid van die saak aan te help.

(11) Sonder om die trefwydte van regterlike betrokkenheid by 'n voorverhooronderhoud bedoel in artikel 54 van die Wet te beperk, moet die regterlike beampte—

- (a) indien gepas, uitvind hetsy die partye vrywillige hofverwante bemiddeling oorweeg het;

- (b) beoog om 'n ooreenkoms te bevorder om die getal getuies wat by die verhoor geroep sal word, te beperk, ten einde doellose herhaling of getuienis wat feite dek wat reeds toegelaat is, te elimineer; en
- (c) die geskilpunte wat in die aksie verhoor gaan word, identifiseer en aanteken.

(12) Die regterlike beampte kan by 'n voor-verhooronderhoud bedoel in artikel 54 van die Wet—

- (a) die saak as verhoorgereed sertifiseer;
- (b) sertifisering weier;
- (c) die partye op sodanige terme plaas soos gepas is om verhoorgereedheid te bereik, en gelas dat hulle op 'n vasgestelde datum by 'n verdere voor-verhooronderhoud aanmeld;
- (d) die aangeleentheid van die voorverhoorrol deurhaal en gelas dat dit weer terolle geplaas word alleenlik nadat nienakoming aan die reëls of voor-verhooronderhoudlasgewing goedgemaak is;
- (e) opdragte gee vir die verhoor van bestrede tussenaansoeke deur 'n mosiehof op 'n bespoedigde grondslag;
- (f) 'n verdeling van geskilpunte in gepaste gevalle beveel ondanks die afwesigheid van instemming daartoe deur die partye;
- (g) by die afhandeling van so 'n voor-verhooronderhoud, die besluite wat geneem is aanteken en, indien geleë geag, die eiser gelas om 'n notule daarvan in te dien; en
- (h) enige bevel gee, met inbegrip van 'n kostebevel soos in artikel 54 van die Wet voor voorsiening gemaak.

(13) Die oorkonde van die voor-verhooronderhoud in artikel 54 van die Wet bedoel, met inbegrip van die notule deur die partye by die regterlike beampte ingedien, enige lasgewings deur die regterlike beampte uitgereik en die regterlike beampte se rekord van die geskilpunte wat in die aksie verhoor staan te word, maar met uitsondering van enige skikkingsbesprekings en aanbiedinge, word in die hofleër ingesluit.

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(14) Die regterlike beampte het die reg om die dokumente in subreël (13) in ag te neem betreffende die voer van die verhoor, met inbegrip van die vasstelling van enige aansoeke om uitstel en kwessies van koste.

(15) Enige versuim deur 'n party om die beginsels en vereistes van hierdie reël na te kom, kan gestraf word by wyse van 'n bevel om die teenparty se koste te betaal.”.

### **Vervanging van reël 26 van die Reëls**

9. Reël 26 van die Reëls word hierby deur die volgende reël vervang:

#### **“26. Getuiedagvaardings, vraagpunte en getuienisnemende kommissies**

(1) (a) Enige party wat verlang dat enige persoon 'n verhoor bywoon om getuienis te gee, kan uit reg, sonder enige voorafverrigtinge, een of meer dagvaardings vir daardie doel uit die kantoor van die griffier of die klerk van die hof aanvra, waarvan elke dagvaarding die name van nie meer as vier persone sal bevat, en die betekening daarvan aan enige persoon daarin genoem word deur die balju uitgevoer op die wyse in reël 9 voorgeskryf.

(b) Die prosedure vir getuiedagvaarding in paragraaf (a) bedoel, geskied by wyse van 'n dagvaarding op 'n vorm wat wesenlik dieselfde is as Vorm 24 van Aanhangsel 1.

(2) (a) Waar die getuienis van enige persoon op kommissie geneem staan te word voor enige Kommissaris binne die Republiek, kan die persoon gedagvaar word om voor sodanige kommissaris te verskyn om getuienis te gee asof by die verhoor.

(b) In die geval van getuienis op kommissie geneem, word sodanige prosesstukke uitgeneem deur die party wat die bywoning van die getuie verlang en word deur die Kommissaris uitgereik.

(3) (a) Indien enige getuie in besit of in beheer is van enige dokument insluitend 'n akte, boek, geskrif, kasset, elektroniese, digitale of ander vorm van opname of ding wat die party wat die bywoning van sodanige getuie vereis, wil hê moet by die verhoor oorgelê word, moet die dagvaarding sodanige dokument of ding spesifiseer en vereis dat sodanige getuie dit by die verhoor aan die hof oorlê.

(b) (i) Die prosedure om die oorlegging van 'n dokument in paragraaf (a) bedoel, te vereis, is by wyse van 'n dagvaarding in 'n vorm wat wesenlik dieselfde is as Vorm 24A van Aanhangsel 1.

- (ii) Binne 10 dae vanaf ontvangs van 'n dagvaarding wat die oorlegging van 'n dokument vereis, moet enige persoon van wie vereis is om 'n dokument by die verhoor oor te lê, dit by die griffier of klerk van die hof indien, tensy sodanige persoon op privilegie aanspraak maak.
- (iii) Die griffier of klerk van die hof moet die voorwaardes stel waarop insae in die vermelde dokument gekry kan word en afskrifte daarvan gemaak kan word ten einde die beskerming daarvan te verseker.
- (iv) Binne vyf dae vanaf indiening by die griffier of die klerk van die hof, moet die party wat die dagvaarding laat uitreik vir die oorlegging van die dokument, alle ander partye by kennisgewing inlig dat die vermelde dokument vir insae en afskrifte beskikbaar is en van enige voorwaardes wat die griffier of klerk van die hof vir insae en afskrifte gestel het.
- (v) Ná insae en die maak van afskrifte, is die persoon wat die dokument oorgelê het, geregtig op die terugbesorging daarvan.

(4) Die balju ontvang 'n dagvaarding en 'n afskrif vir elke getuie wat gedagvaar moet word, en ook die bedrag geld wat die party vir wie hulle gedagvaar word meen die balju vir getuiegeld aan die getuies moet betaal of moet aanbied om te betaal.

(5) Die hof kan betekening van enige dagvaarding tersydestel as dit wil voorkom asof die getuie nie redelike tyd gegee is om hom of haar in staat te stel om in navolging van die dagvaarding te verskyn nie.”.

#### **Vervanging van reël 29 van die Reëls**

10. Reël 29 van die Reëls word hierby deur die volgende reël vervang:

#### **“29. Verhoor**

(1) Tensy die hof anders gelas, vind die verhoor van 'n aksie plaas by die hof waarvandaan die dagvaarding uitgereik is.

(2) 'n Getuie wat nie 'n party tot die aksie is nie, kan deur die hof gelas word—

- (a) om die hof te verlaat totdat sy of haar getuienis benodig word of nadat sy of haar getuienis gegee is; of
- (b) om in die hof te bly nadat sy of haar getuienis gegee is totdat die verhoor beëindig of verdaag word.

(3) Die hof kan, voordat getuienis aangehoor word, vereis dat die partye die feitelike of regs kwessies wat in geskil is kortliks te stel en kan die aldus gestelde kwessies aanteken.

(4) (a) Indien dit in enige hangende aksie vir die hof uit eie beweging blyk dat daar 'n regs vraag of feitelike vraag is waaroor geredelik beslis kan word voordat enige getuienis aangebied word of waaroor apart van enige ander vraag oor beslis kan word, kan die hof 'n bevel gee waarin afhandeling van sodanige vraag gelas word op sodanige wyse wat die hof goedvind en kan beveel dat alle verdere verrigtinge opgeskort word totdat oor sodanige vraag beskik is.

(b) Die hof kan op versoek van enige partye die bevel bedoel in paragraaf (a) gee tensy dit blyk dat die vrae nie gerieflik apart oor beslis kan word nie.

(5) As die vraag in geskil 'n regs vraag is en die partye stem saam oor die feite, kan die feite in die hof toegelaat word, of *viva voce* of per geskrewe verklaring, deur die partye en deur die hof aangeteken word en uitspraak kan daarop gegee word sonder verdere getuienis.

(6) Wanneer regs vrae en feitelike geskilpunte in dieselfde saak ontstaan en die hof is van mening dat die saak op slegs die regs vrae afgehandel kan word, kan die hof vereis dat die partye oor slegs daardie vrae beredeneer en kan sy beslissing daarvoor gee voordat getuienis oor die feitelike geskilpunte geneem word en kan finale uitspraak lewer sonder om die feitelike geskilpunte te hanteer.

(7) (a) Indien die bewyslas volgens die pleitstukke op die eiser rus, voer hy of sy sy of haar getuienis eerste aan.

(b) Indien absolusie van die instansie nie beveel word nadat die eiser getuienis gevoer het nie, voer die verweerder dan sy of haar getuienis.

(8) Indien die bewyslas volgens die pleitstukke op die verweerder is, voer die verweerder eers sy of haar getuienis aan en, indien nodig, voer die eiser daarna sy of haar getuienis aan.

(9) (a) Wanneer die bewyslas ten opsigte van een of meer van die geskilpunte op die eiser rus en ten opsigte van die ander op die verweerder, indien die bewyslas volgens die pleitstukke, voer die eiser eers sy of haar getuienis aan ten opsigte van geskilpunte waarvan die bewyslas op hom of haar rus en kan dan sy of haar saak sluit, en die verweerder voer dan sy of haar getuienis ten opsigte van al die geskilpunte aan.

(b) Indien die eiser ten aansien van geskilpunte waarvan die bewyslas op die verweerder rus geen getuienis aangevoer het nie (uitgesonderd dié waartoe hy of sy

verplig was deur sy of haar getuienis ten aansien van die geskilpunte waarvan die bewyslas op hom of haar rus), is hy of sy geregtig om dit te doen nadat die verweerder sy of haar saak gesluit het. As hy of sy sodanige getuienis aangevoer het, het hy of sy nie so 'n reg nie.

(10) Ingeval van 'n geskil oor die party op wie die bewyslas rus, gelas die hof watter party eerste getuienis moet aanvoer.

(11) 'n Party kan, met verlof van die hof, te eniger tyd voor vonnis verdere getuienis aanvoer, maar sodanige verlof word nie verleen nie indien dit vir die hof blyk dat sodanige getuienis doelbewus uit die behoorlike volgorde agterweë gehou is.

(12) Die hof kan te eniger tyd voor vonnis, op aansoek van 'n party of uit eie beweging, 'n getuie vir verdere ondervraging terugroep.

(13) 'n Getuie kan deur die hof sowel as deur die partye ondervra word.

(14) Nadat die getuienis ten behoeve van beide partye aangevoer is, kan die party wat eerste getuienis aangevoer het die hof eerste toespreek en daarna die ander party, en die party wat eerste getuienis aangevoer het, kan antwoord.

(15) Wanneer die hof afneem van die getuienis van 'n getuie by wyse van vraagpunte gemagtig het, word sodanige vraagpunte binne 4 dae na die bevel, en kruisvraagpunte binne 4 dae daarná, ingedien.

(16) Die getuies by die verhoor van enige aksie word *viva voce* ondervra, maar 'n hof kan te eniger tyd, met voldoende rede, gelas dat—

(a) al of enige van die getuienis wat by enige verhoor aangevoer staan te word per beëdigde verklaring gegee word; of

(b) die beëdigde verklaring van enige getuie by die verhoor geles word, op sodanige terme en voorwaardes wat die hof goedvind:

Met dien verstande dat waar dit vir die hof voorkom dat enige ander party redelikerwys die bywoning van 'n getuie vir kruis-ondervraging vereis, en sodanige getuie kan voorgebring word, word die getuienis van sodanige getuie nie op beëdigde verklaring gegee nie.”.

### **Vervanging van reël 31 van die Reëls**

11. Die volgende reël word hierby deur reël 31 van die Reëls vervang:

**“31. Verdaging en uitstel**

(1) (a) Die verhoor van 'n aksie of die aanhoor van 'n aansoek of aangeleentheid kan met toestemming van die partye of deur die hof, hetsy by aansoek of uit eie beweging, verdaag of uitgestel word.

(b) (i) Indien die partye ooreengekom het om die verrigtinge uit te stel, moet die eiser of applikant 'n kennisgewing van die partye se ooreenkoms om uit te stel by die griffier of klerk van die hof indien ten minste 15 dae voor die datum van die verhoor.

(ii) Die griffier of klerk van die hof moet die regterlike beampte onmiddellik dienooreenkomstig inlig, sodat ander sake op die rol geskeduleer kan word.

(2) (a) (i) Wanneer 'n verdaging of uitstel *sine die* gemaak word, moet enige partye wat die aksie wil herinstel, 'n kennisgewing van versoek om herterolleplasing van die aksie, aansoek of aangeleentheid vir verdere verhoor indien.

(ii) Waar 'n aksie, aansoek of 'n aangeleentheid van die rol geskrap is weens die nieverskyning van die partye op die datum van verhoor, moet die versoek vergesel gaan van 'n beëdigde verklaring wat die redes uiteensit vir die nieverskyning en vir die herterolleplasing van die aangeleentheid.

(b) By ontvangs van 'n versoek om herterolleplasing van enige aksie, aansoek of aangeleentheid, neem die griffier of klerk van die hof die hoflêer na die landdros sodat die landdros kan vasstel hetsy die aksie, aansoek of aangeleentheid as verhoorgereed gesertifiseer kan word voordat 'n nuwe datum vir verhoor toegewys kan word.

(c) Indien die aksie, aansoek of aangeleentheid nie verhoorgereed gesertifiseer kan word nie, roep die landdros 'n voor-verhooronderhoud ingevolge artikel 54 van die Wet saam of gee enige lasgewing wat hy of sy goedvind.

(3) 'n Verdaging of uitstel geskied op sodanige voorwaardes betreffende koste en andersins as waartoe die partye ooreenkom of soos die hof mag beveel.

(4) Waar die aksie, aansoek of aangeleentheid as verhoorgereed gesertifiseer is en 'n verhoordatum vasgestel of gereël is by 'n voor-verhooronderhoud bedoel in artikel 54 van die Wet, dien 'n party wat uitstel verlang 'n kennisgewing by die griffier of klerk van die hof in minstens 15 dae voor die toegewese of gereëde verhoordatum waarin versoek wat dat 'n ander verhoordatum toegewys word.”

**Vervanging van reël 32 van Reëls**

12. Reël 32 van die Reëls word hierby deur die volgende reël vervang:

**“Nieverskyning van ’n party – terugtrekking en afwysing**

(1) Indien ’n eiser of applikant nie op die tyd wat vir die verhoor van die aksie of die aanhoor van ’n aansoek vasgestel is, verskyn nie, kan die aksie of aansoek met koste afgewys word.

(2) Indien ’n verweerder of respondent nie aldus verskyn nie, kan ’n vonnis (wat nie die gevorderde regshulp oorskry nie) met koste teen hom of haar gegee word, ná oorweging van sodanige getuienis, hetsy mondeling of per beëdigde verklaring, soos die hof gepas ag.

(3) Die terugtrekking en afwysing van ’n aksie of ’n bevel van absolusie van die instansie is nie ’n verweer teen ’n later aksie nie, maar as ’n later aksie vir dieselfde of wesenlik dieselfde skuldoorsaak ingestel word voordat die koste wat by sodanige terugtrekking, afwysing of bevel van absolusie toegeken is, betaal is, kan die hof op aansoek, as die hof dit goed ag en as sodanige koste getakseer is en daar is op betaling daarvan aangedring, beveel dat sodanige latere aksie opgeskort word totdat sodanige koste betaal sou wees en dat die eiser die koste van sodanige aansoek moet betaal.

(4) Indien beide partye nie op die tyd vir die verhoor van ’n aksie of aanhoor van ’n aansoek vasgestel, verskyn nie, word die aksie of aansoek van die rol geskrap.”.

**Vervanging van reël 38 van Reëls**

13. Reël 38 van die Reëls word hierby deur die volgende reël vervang:

**“Sekerheidstelling deur Eksekusieskuldeiser**

38. (1) Indien ’n persoon aanspraak maak op enige eiendom waarop beslag gelê is, of wat die balju op die punt is om op beslag te lê, dan, indien die Eksekusieskuldeiser die balju tot sy of haar oortuiging sekerheidstelling gee, om die balju vry te stel teen enige verlies of skade weens die beslaglegging daarop, behou die balju die vermelde eiendom of lê beslag daarop, na gelang van die geval.

(2) Tensy die dagvaarding wat die aksie begin persoonlik aan die verweerder beteken is of die verweerder kennisgewing van voorneme om te verdedig of kennisgewing van beslaglegging persoonlik aan die verweerder gegee is—

(a) (i) indien ter tenuitvoerlegging op enige eiendom beslag gelê word, ten minste 10 dae voor die dag vir die verkoop van sodanige eiendom aangewys,

sekerheidstelling tot bevrediging van die balju gee vir die betaling aan die Eksekusieskuldeiser of enige persoon indien sodanige beslaglegging ter syde gesel word, van enige bedrag wat die Eksekusieskuldeiser of sodanige persoon regtens geregtig kan wees om van die Eksekusieskuldeiser te verhaal vir skade gely weens sodanige beslaglegging of van enige verrigtinge wat daarop volg; en

(ii) as sekerheidstelling nie gegee word nie, word die beslaglegging outomaties opgeskort totdat sekerheidstelling gegee word: Met dien verstande dat—

(aa) die vermelde beslaglegging verstryk ná 'n tydperk van vier maande vanaf die datum van die beslaglegging; en

(bb) die Eksekusieskuldeiser kan, by endossering te dien effekte op die lasbrief vir eksekusie, wegdoen met die gee van sekerheidstelling kragtens hierdie reël; of

(b) as geld van die balju ontvang word onder enige vorm van tenuitvoerlegging behalwe van die opbrengs van die verkoping in eksekusie van eiendom, en sekerheidstelling is gegee ingevolge paragraaf (a) ten opsigte daarvan, word sodanige geld nie aan die Eksekusieskuldeiser betaal nie totdat hy of sy sekerheidstelling vir die terugbetaling van die volle bedrag deur die balju ontvang, gee as die beslaglegging van die geld daarna tersyde gestel word: Met dien verstande dat die vonnisskuldenaar skriftelik bo sy of haar handtekening kan wegdoen met die gee van sodanige sekerheidstelling.

(3) Die voorgeskrewe geld vir sekerheidstelling kragtens hierdie reël gegee is sonder taksasie verhaalbaar as deel van die eksekusiekostes.

(4) Die vonnisskuldenaar of enige persoon wat daarop geregtig is, kan op enige borgakte of ander dokument van sekerheidstelling wat kragtens hierdie reël gegee is, dagvaar sonder dat dit formeel aan hom of haar oorgedra is.

(5) Hierdie reël is nie van toepassing nie waar die party wat die prosesstuk in eksekusie dagvaar of die Eksekusieskuldeiser deur Regshulp Suid-Afrika verteenwoordig word.

### **Vervanging van reël 39 van die Reëls**

**14.** Reël 39 van die Reëls word hierby deur die volgende reël vervang:

#### **“ Algemene bepalinge betreffende tenuitvoerlegging**

**39.** (1) Tensy die hof anders beveel, is die koste en uitgawes in verband met die uitreiking van 'n lasbrief en tenuitvoerlegging 'n voorkeurvordering teen die



opbrengs van die eiendom wat in eksekusie verkoop is en kan vir sover sodanige opbrengs onvoldoende is op die vonnisskuldenaar as koste deur die hof toegeken, verhaal word.

(2) (a) Behoudens enige hipoteek wat voor die beslaglegging bestaan het, deel alle lasbriewe vir eksekusie wat by enige balju op of voor die dag wat die dag van die eksekusieverkoping onmiddellik voorafgaan ingedien is *pro rata* in die verdeling van die opbrengs van die goed wat in eksekusie verkoop is, in voorrangsorte in reël 43(14)(c) bedoel.

(b) Die balju wat 'n eksekusieverkoping hou moet nie minder nie as 10 dae voor die datum van die verkoping 'n afskrif van die kennisgewing van verkoping aan alle ander balju's wat aangestel is vir die area waarin die balju opdrag gegee is om 'n verkoping te hou, gee.

(c) Die balju wat 'n eksekusieverkoping hou moet 'n sertifikaat van alle ander balju's wat vir daardie gebied aangestel is of enige ander balju aanvaar waarin enige beslaglegging wat gemaak is gelys word en waarin die rangorde van skuldeisers in terme van lasbriewe in die besit van daardie balju's aangetoon word.

(3) (a) Terugtrekking van beslaglegging word gedoen by nota op die lasbrief vir eksekusie deur die balju gemaak en onderteken dat die beslaglegging teruggetrek word, met melding van die tyd en datum waarop sodanige nota gemaak is.

(b) Die balju gee skriftelik kennis van 'n intrekking van beslaglegging en van die tyd en datum daarvan aan die eksekusieskuldeiser, die vonnisskuldenaar, alle ander balju's vir daardie gebied aangewys of enige ander balju wat 'n sertifikaat bedoel in subreël (2)(c) ingedien het en aan enige persoon deur wie 'n eis op die eiendom waarop beslag gelê is by die balju ingedien is: Met dien verstande dat die eiendom nie uit beslaglegging vrygestel word vir 'n tydperk van vier maande nie indien 'n sertifikaat in subreël (2)(c) bedoel of 'n onbevredigde lasbrief vir eksekusie kragtens subreël (2) in die balju se hande bly.

(4) Indien enige eiendom in eksekusie op beslag gelê is deur enige derde party as sy of haar eiendom opgeëis word of enige derde party enige aanspraak maak op die opbrengs van eiendom aldus op beslag gelê en in eksekusie verkoop, moet die balju, behoudens reël (5), sodanige aangeleentheid hanteer soos in reël 44 voor voorsiening gemaak word.

(5) Ondanks 'n aanspraak op eiendom in subreël (4) bedoel deur 'n derde party, lê die balju beslag op sodanige eiendom die balju dit nog nie gedoen het nie, en die eiendom bly onder beslaglegging hangende die uitslag van die tussenpleitverrigtinge tensy dit vroeër by hofbevel of andersins uit beslaglegging vrygestel word, en subreëls 41(14), (17) en (18) is van toepassing met toepaslike veranderinge op eiendom waarop aldus beslag gelê is.

(6) (a) By afhandeling van enige verkoping vir eksekusie van eiendom, hetsy roerend of nieroerend, moet die balju 'n vendusielys waarin besonderhede van die eiendom wat verkoop is, die pryse wat behaal is, en, waar bekend, die name en adresse van die kopers en 'n uiteensetting van die distribusie van die opbrengs by die balju se relaas aangeheg word.

(b) Waar 'n lasbrief vir eksekusie ingedien is by 'n balju wat 'n eksekusieverkoping hou deur enige ander balju in subreël (2)(a) bedoel, maak die balju wat die verkoping voer 'n betaling ingevolge 'n distribusierekening aan enige balju wat 'n sertifikaat in subreël (2)(c) ten opsigte van daardie verkoping ingedien het.

(c) Betaling ingevolge 'n distribusierekening word slegs gemaak nadat die distribusierekening ter insae gelê het vir 'n tydperk van 15 dae nadat die balju wat 'n lasbrief vir eksekusie ingedien het by die balju wat die verkoping gedoen het, 'n afskrif van die distribusierekening ontvang het.

(7) Geen balju of persoon ten behoeve van die balju koop enige van die eiendom by die eksekusieverkoping te koop aangebied hetsy vir homself of haarself of enige ander persoon nie.”

#### **Vervanging van reël 41 van die Reëls**

15. Reël 41 van die Reëls word hierby deur die volgende reël vervang:

##### **“Tenuitvoerlegging teen onroerende eiendom**

41. (1) 'n Eksekusieskuldeiser kan, op sy of haar eie risiko, uit die kantoor van die griffier of klerk van die hof een of meer lasbriewe vir eksekusie uitvaardig in 'n vorm wat wesenlik dieselfde is as vorm 32 van Aanhangsel 1.

(2) (a) Geen prosesstukke vir tenuitvoerlegging word uitgereik vir die verhaling van enige koste deur die hof aan enige party toegestaan, totdat sodanige koste deur die takseermeester getakseer is of op skrif op ooreengekom is deur die party aanspreeklik vir betaling van sodanige koste in 'n vaste bedrag.

(b) (i) 'n Vordering vir gespesifiseerde kostes wat reeds aan die Eksekusieskuldeiser toegestaan is, welke koste steeds getakseer moet word, kan in die lasbrief vir eksekusie ingesluit word.

(ii) Indien sodanige koste daarna getakseer word, word dit ingesluit in die balju se distribusierekening en distribusieplan alleenlik as die oorspronklike

kosterekening behoorlik toegewys en ingedien is by die balju voor die datum van die eksekusieverkoping.

(3) Wanneer die balju, deur enige prosesstuk, instruksie kry om enige bedrag geld te verhaal deur eksekusie teen die goedere van enige persoon, moet die balju onverwyld na die woonplek, werksplek of besigheid van sodanige persoon gaan, tensy die Eksekusieskuldeiser of die opdraggewende prokureur ander opdragte gee betreffende die ligging van die bates waarop beslag gelê moet word en daar—

(a) eis dat aan die lasbrief voldoen word en, by versuim van voldoening,

(b) eis dat soveel roerende en wegdoenbare eiendom uitgewys word soos die balju voldoende kan ag om aan die vermelde lasbrief te voldoen, en by versuim van sodanige uitwysing;

(c) na sodanige eiendom soek.

(4) Indien die vonnisskuldenaar by die eis die vonnisskuld en –koste, of 'n gedeelte daarvan, betaal, endosseer die balju die bedrag wat betaal is en die datum van betaling op die oorspronklike en afskrif van die lasbrief, welke endossering deur die balju onderteken word en medeonderteken word deur die vonnisskuldenaar of sy of haar verteenwoordiger.

(5) Indien die eiendom ingevolge subreël (3)(b) onvoldoende is om aan die lasbrief te voldoen, gaan die balju nogtans voort om 'n inventaris op te stel en 'n waardasie te doen van soveel roerende eiendom soos in gedeeltelike tenuitvoerlegging van die lasbrief uitgewys kan word.

(6) Indien die vonnisskuldenaar nie enige eiendom uitwys soos ingevolge subreël (3)(b) vereis nie, maak die balju onmiddellik 'n inventaris en waardasie van soveel van die roerende eiendom wat aan die vonnisskuldenaar behoort soos die balju voldoende ag om aan die lasbrief te voldoen of van soveel van die roerende eiendom soos gevind kan word in gedeeltelike tenuitvoerlegging van die lasbrief.

(7) Vir sover nodig kan wees vir die tenuitvoerlegging van enige lasbrief, kan die balju enige deur op enige perseel, of van enige meubelstuk, oopmaak en as toegang geweier word of indien daar niemand daar is wat die persoon verteenwoordig teen wie sodanige lasbrief aldus tenuitvoer gelê moet word nie, kan die balju, indien nodig, dwang of 'n slotmaker vir die doel gebruik.

(8) Die balju moet die oorspronklike lasbrief vir eksekusie uitstal en 'n afskrif daarvan aan die vonnisskuldenaar oorhandig of op die perseel agterlaat.

(9) Die balju onderteken 'n afskrif van 'n inventaris wat kragtens hierdie reël gemaak is en oorhandig dit aan die vonnisskuldenaar of los dit op die perseel, welke afskrif 'n kennisgewing van die beslaglegging daarby aangeheg moet hê in 'n formaat wat wesenlik dieselfde is as vorm 33 van Aanhangsel 1.

(10) Sodra die balju aan die vereistes van hierdie reël voldoen het, word die goedere deur die balju op die inventaris geplaas, geag geregtelik op beslag gelê te wees.

(11) Die balju dien enige prosesstuk met 'n relaas van wat die balju gedoen het daarop, by die griffier of klerk van die hof in, en voorsien 'n afskrif van sodanige relaas en inventaris aan die party wat sodanige prosesstuk laat uitreik het.

(12) Waar op bederfbares beslag gelê word, kan dit, met die toestemming van die vonnisskuldenaar of by kwytsekding van die balju deur die eksekusieskuldeiser van enige eis vir skadevergoeding wat uit sodanige verkoping kan voortspuit, onmiddellik op 'n gepaste wyse deur die betrokke balju verkoop word.

(13) Waar geld en dokumente gevind en op beslag gelê word, word die bedrag geld of getal en soorte dokumente in die inventaris gespesifiseer, en enige sodanige geld of dokumente word daarna verseël en verwyder na die kantoor van die balju en veilig geberg.

(14) (a) Waar op roerende eiendom, wat nie geld of dokumente is nie, beslag gelê is, gee die eksekusieskuldeiser of sy of haar prokureur ná kennisgewing van sodanige beslaglegging, die balju skriftelik instruksie hetsy die eiendom verwyder sal word na 'n veilige plek of op die perseel agtergelaat word in die beheer en bewaring van die Eksekusieskuldeiser of in die beheer en bewaring van 'n ander persoon wat namens die balju optree.

(b) Indien die eksekusieskuldeiser of sy of haar prokureur die griffier of klerk van die hof skriftelik oortuig dat dit wenslik is om die goedere waarop beslag gelê is, onmiddellik te verwyder, hetsy by uitreiking van die lasbrief vir eksekusie of te eniger tyd daarna, endosseer die griffier of klerk van die hof sy of haar goedkeuring op die dokument wat die instruksies bevat, en magtig die balju skriftelik om al of enige van die roerende eiendom waarop beslag gelê is, onmiddellik uit die besit van die vonnisskuldenaar te verwyder.

(c) By gebrek aan enige instruksie kragtens paragraaf (a) of magtiging kragtens paragraaf (b), los die balju die eiendom waarop beslag gelê is, behalwe geld of dokumente, op die perseel en in die besit van die persoon in wie se besit die vermelde roerende eiendom op beslag gelê is.

(15) (a) Enige persoon op wie se roerende eiendom die balju beslag gelê het kan, saam met 'n persoon met voldoende middele wat sigself tot oortuiging van die balju as sekerheidstelling verbind, skriftelik onderneem om sodanige eiendom oor te lê op die dag aangewys vir die verkoping daarvan, waarop die balju die vermelde eiendom waarop beslag gelê is en wat op die inventaris is, op die perseel waar dit gevind is agterlaat.

(b) Die akte van sekerheidstelling moet in 'n vorm wees wat wesenlik dieselfde is as vorm 37A van Aanhangsel 1.

(16) (a) As die vonnisskuldenaar nie, saam met 'n sekerheidstelling, 'n verbintenis soos in subreël (15)(a) beoog, gee nie, dan, tensy die eksekusieskuldeiser anders opdrag gee, verwyder die balju die vermelde goedere na 'n geleë veilige plek of hou dit op die perseel waar daarop beslag gelê is.

(b) Die kostes van sodanige verwydering of berging is verhaalbaar van die vonnisskuldenaar en word gedek uit die opbrengs van die eksekusieverkoping.

(17) (a) Waar 'n balju opdrag kry om die roerende eiendom te verwyder, doen hy of sy dit sonder enige vermybare vertraging, en hy of sy moet dit intussen in die beheer of bewaring laat van 'n persoon wat beheer of bewaring van die goedere ten behoeve van die balju sal hê.

(b) Enige persoon in wie se beheer of bewaring roerende eiendom waarop beslag gelê is, gelaat is, moet nie sodanige eiendom gebruik, verhuur of uitleen, of toelaat dat dit gebruik, verhuur of uitgeleen word nie, en sal ook geensins iets doen wat die waarde daarvan sal verminder nie en, indien die eiendom waarop beslag gelê is enige wins of vermeerdering geproduseer het, moet die bewaarder verantwoordelik wees vir enige sodanige wins of vermeerdering op dieselfde wyse as waarop hy of sy verantwoordelik is vir die eiendom waarop oorspronklik beslag gelê is, en moet sodanige wins of vermeerdering aan die balju aflewer.

(c) Indien 'n persoon, anders as die vonnisskuldenaar, in wie se toesig of bewaring roerende eiendom gelaat is, versuim om sy of haar plig te doen, is sodanige persoon nie geregtig op enige vergoeding vir die neem van toesig en bewaring oor die eiendom waarop beslag gelê is nie.

(18) (a) Tensy 'n hofbevel aan die balju voorgelê word waarin van die balju vereis word om enige eiendom onder beslaglegging te hou vir sodanige verdere tydperk wat in sodanige bevel bepaal kan word, moet die balju die eiendom wat vir 'n tydperk van langer as vier maande onder beslaglegging gehou is, uit beslaglegging vrystel, tensy 'n verkoping in eksekusie van sodanige eiendom hangende is.

(b) Indien sodanige bevel ingevolge 'n *ex parte*-

aansoek toegestaan is, nodig sodanige bevel nie bevestiging nie.

(c) Indien 'n eiser 'n tussenpleitvordering ingevolge reël 44 by die balju indien, word die tydperk van vier maande in paragraaf (a) bedoel, opgeskort vanaf die datum waarop die eiser sy of haar beëdigde verklaring aan die balju aflewer tot die finale beregting van die tussenpleitvordering, met inbegrip van enige hersiening of appèl ten opsigte van sodanige tussenpleitvordering.

(19) (a) (i) Enige roerende eiendom wat ter tenuitvoerlegging van 'n geregtelike prosesstuk verkoop gaan word, word in die openbaar vir kontant aan die hoogste bieder verkoop deur die balju wat die goedere ingevolge subreël (17)(a) verwyder het of, met die goedkeuring van die landdros, deur 'n afslaer of ander persoon deur die balju aangestel, by of so naby die plek waar daarop beslag gelê is of waarheen dit aldus verwyder is soos vermeld.

(ii) Die bepalings van reël 43(10) is van toepassing met gepaste veranderinge op die verkoping in eksekusie van roerende eiendom kragtens hierdie reël.

(b) Die Eksekusieskuldeiser, ná raadpleging met die balju, berei 'n kennisgewing van verkoping voor en twee afskrifte daarvan word aan die balju voorsien met genoeg tyd dat een afskrif nie later nie as 10 dae as die dag wat vir die verkoping vasgestel is, op die kennisgewingbord of deur van die hofgebou of ander openbare gebou waarin die vermeldde hof sit, opgesit kan word en die ander afskrif by of naby moontlik aan die plek waar die vermeldde verkoping werklik gaan plaasvind, opgesit kan word.

(c) Benewens die vereistes van paragraaf (b), as die waarde van die goedere waarop beslag gelê is na mening van die balju meer is as 'n bedrag gelyk aan die monetêre jurisdiksie van die hof vir klein eise, moet die balju dit aandui en die Eksekusieskuldeiser opdrag gee om die kennisgewing van verkoping in 'n plaaslike of ander koerant wat in die streek of distrik sirkuleer, te publiseer nie later nie as 10 dae voor die datum vir die verkoping aangewys en om 'n afskrif van die uitgawe van die koerant waarin die publikasie verskyn het aan die balju te voorsien, nie later nie as die dag voor die datum van die verkoping.

(d) In plek van paragraaf (c), kan die balju die kennisgewing van verkoping op die webwerf van die balju se kantoor plaas, indien die eksekusieskuldeiser so 'n instruksie gee: Met dien verstande dat die balju nie later nie as 10 dae voor die aangewese datum van verkoping, op die kennisgewingbord of deur van die hofgebou of ander openbare gebou waarin die vermeldde hof sit, aanbring en die ander by of so naby moontlik aan die plek waar die vermeldde verkoping werklik gaan plaasvind, 'n kennisgewing moet aanbring waarin die datum van die verkoping in eksekusie en die webwerf waarop die volle besonderhede van die verkoping gesien kan word, vermeld word.

(20) Die dag wat aangewys is vir 'n verkoping in eksekusie moet nie minder as 15 dae na die beslaglegging wees nie: Met dien verstande dat waar die goedere waarop beslag gelê is van 'n bederfbare aard is, of met die toestemming van die vonnisskuldenaar, kan die hof, by aansoek, enige tydperk verminder waarna in hierdie subreël of subreël (19) verwys word, tot so 'n mate en op sodanige voorwaardes wat die hof gepas ag.

(21) Waar eiendom wat aan 'n saaklike reg van enige derde persoon onderhewig is, in eksekusie verkoop gaan word, moet sodanige verkoping onderhewig wees aan die regte van sodanige derde persoon tensy hy of sy andersins van sodanige regte afstand doen.

(22) 'n Verkoping in eksekusie word gestop sodra genoeg geld gemaak is om aan die vermelde lasbrief en enige lasbrief bedoel in reël 39(2) en die koste van die verkoping, te voldoen.

(23) (a) Indien die balju 'n saldo oor het nadat aan die vordering van die eksekusieskuldeiser en lasbriewe vir eksekusie by die balju ingedien onmiddellik voor die datum van die verkoping en van alle koste, voldoen is, betaal die balju sodanige balans aan die vonnisskuldenaar as hy of sy opgespoor kan word, in gebreke waarvan die balju sodanige saldo geregtlik inbetaal.

(b) Die saldo wat ingevolge paragraaf (a) geregtelik inbetaal word, indien nie voor die verloop van drie jaar daarvoor beskik is nie, word aan die Nasionale Inkomstefonds betaal nadat drie maande kennisgewing van sodanige voorneme aan die betrokke persone gegee is, waarna enige aansoek om die terugbetaling van sodanige saldo deur die betrokke persoon aan die Nasionale Inkomstefonds gerig moet word.”.

### **Vervanging van reël 42 van die Reëls**

16. Reël 42 van die reëls word hierby deur die volgende reël vervang:

#### **“Tenuitvoerlegging teen roerende eiendom (vervolg)**

42. (1) Indien onliggaamlike eiendom ter beslaglegging beskikbaar is, kan daarop beslag gelê word sonder 'n voorafaansoek aan die hof op die wyse waarvoor hierna voorsiening gemaak word.

(a) Waar die eiendom of reg waarop beslag gelê staan te word 'n huurkontrak, wissel, promesse, verband of ander sekuriteit vir die betaling van geld is, is die beslaglegging nie voltooi nie voordat—

- (i) die balju aan die huurder, verhuurder, verbandgewer en verbandhouer of persoon wat op die wissel of ander sekuriteit aanspreeklik is, na gelang van die geval, kennis gegee het;
- (ii) die balju besit van die dokument, indien enige, geneem het wat die huurkontrak, wissel, promesse, verband of ander sekuriteit, na gelang van die geval, bewys, of gesertifiseer het dat hy of sy, ten spyte van 'n toegewyde soektog, nie die dokument aan die hande kon kry nie; en
- (iii) in die geval van 'n geregistreerde huurkontrak of enige geregistreerde reg, kennis aan die registrateur van aktes gegee is.

(b) (i) Waar die onliggaamlike reg in roerende eiendom waarop beslag gelê wil word die belang is van die vonnisskuldenaar in eiendom wat aan of deur 'n derde persoon verpand, verhuur of onder 'n opskortende voorwaarde verkoop is, is die beslaglegging slegs afgehandel wanneer die balju kennis van beslaglegging en 'n afskrif van die lasbrief vir eksekusie aan die vonnisskuldenaar en aan die eenaar van die roerende eiendom of enige ander party wat 'n belang daarin het, beteken het.

(ii) Die balju kan, by die toon van die oorspronklike van sodanige lasbrief vir eksekusie aan die eenaar van die roerende eiendom of enige ander party wat 'n belang daarin het, die perseel betree waar sodanige eiendom is en 'n inventaris en waardasie van die vermelde belang maak.

(c) In die geval van die beslaglegging op alle ander onliggaamlike regte in eiendom—

(i) is die beslaglegging slegs afgehandel wanneer—

(aa) kennis van die beslaglegging skriftelik deur die balju aan alle belanghebbende partye gegee is en, waar die bate uit 'n onliggaamlike reg in onroerende eiendom bestaan, moes kennis ook aan die registrateur van aktes in wie se aktekantoor die eiendom of reg geregistreer is, gegee gewees het; en

(bb) die balju besit geneem het van die dokument wat bewys lewer van die eienaarskap van sodanige eiendom of reg of gesertifiseer het dat hy of sy nie die dokument kon kry nie, ondanks 'n toegewyde soektog;



- (ii) die balju kan, by die toon van die oorspronklike van die lasbrief vir eksekusie aan die persoon wat besit het van eiendom waarin onliggaamlike regte bestaan, die perseel betree waar sodanige eiendom is en 'n inventaris van waardasie doen van die reg waarop beslag gelê is.

(2) Beslaglegging op eiendom onderhewig aan 'n pand moet ooreenkomstig die bepalings van subreël (1)(b), met die nodige veranderinge, gedoen word.

(3) Die metode van beslaglegging op eiendom kragtens artikel 32 van die Wet is dieselfde as die van beslaglegging in eksekusie, met gepaste veranderinge.

### Vervanging van reël 54 van die Reëls

17. Reël 54 van die Reëls word hierby deur die volgende reël vervang:

#### **“Verrigtinge teen nieregspersone as 'n kwessie van prosedurele gerieflikheid**

54. (1) In hierdie Reël beteken—  
“**alleeneienaarskap**” 'n besigheid wat deur die alleeneienaar bedryf word onder 'n naam en styl wat nie sy of haar eie is nie;  
“**dagvaar**” en “**gedagvaar**” word betreffende aksies en aansoeke gebruik.  
“**eiser**” en “**verweerder**” ook 'n applikant en respondent;  
“**entiteit**” 'n vereniging, vennootskap, firma of alleeneienaarskap;  
“**firma**” 'n ongingelyfde besigheid;  
“**tersaaklike datum**” die datum wanneer die skuldoorsaak ontstaan het;  
“**vennootskap**” 'n reëling waarvolgens twee of meer persone onderneem om tot 'n onderneming by te dra wat hulle gesamentlik met gaan bedryf om 'n wins te maak wat tussen hulle verdeel sal word; en  
“**vereniging**” enige ongingelyfde liggaam van persone wat nie 'n vennootskap is nie.

(2) 'n Entiteit kan in die naam daarvan dagvaar of gedagvaar word.

(3) (a) Waar 'n entiteit gedagvaar word, moet die eiser 'n kennisgewing beteken waarin 'n beroep op die verweerder gedoen word om binne 10 dae 'n verklaring af te lewer wat die volle name, woon-, sake- of werksadresse van al die entiteit se vennote, eienaars of, in die geval van 'n vereniging, lede en ampsdraers, soos op die tersaaklike datum, bevat.

(b) As die verweerder in gebreke bly om 'n verklaring in paragraaf (a) beoog, te lewer, kan die eiser by kennisgewing by die hof aansoek dom om die

verweerder te dwing om so 'n verklaring binne vyf dae af te lewer en sou die verweerder versuim om te voldoen, kan die eiser by die hof aansoek doen om—

- (i) die verweerder se verweer deur te haal, waar sodanige verweer ingedien is, en om uitspraak te lewer, wat teen die entiteit se bates tenuitvoer gelê kan word soos die reg dit toelaat;
- (ii) enige persoon wat die eiser redelikerwys glo 'n lid, vennoot of eenaar van die verweerder is op die tersaaklike datum: Met dien verstande dat die aansoek, en 'n kennisgewing wat wesenlik dieselfde is as Vorm 59 saam met 'n afskrif van die dagvaarding, aan die beweerde lid, vennoot of eenaar, na gelang van die geval, beteken moet word.

(c) Die hof wat 'n aansoek in paragraaf (b) beoog, aanhoor, kan enige ander bevel gee soos die hof goedvind.

(d) Wanneer die name van persone ingevolge paragraaf (b)(ii) verklaar word, gaan die aksie voort op dieselfde wyse en met dieselfde gevolge asof die persone in die dagvaarding vermeld is, maar alle verrigtinge sal in die naam van die entiteit voortgaan.

(e) Waar die verweerder 'n verklaring in paragraaf (a) beoog, aflewer moet die eiser na ontvangs van die verklaring, 'n kennisgewing wat wesenlik dieselfde as Vorm 59 is, saam met 'n afskrif van die dagvaarding aan elke vennoot, eenaar, of in die geval van 'n vereniging 'n ampsdraer, beteken waarin hulle aangesê word om 'n kennisgewing van voorneme om te verweer binne 10 dae af te lewer.

(f) As 'n vennoot of eenaar of, in die geval van 'n vereniging 'n ampsdraer, versuim om verrigtinge beoog in paragraaf (e) te verdedig, gaan die aksie op dieselfde wyse en met dieselfde gevolge voort asof daardie persoon in die dagvaarding genoem is, maar alle verrigtinge gaan nogtans in die naam van die entiteit voort.

(g) As 'n party ontken dat hy of sy 'n vennoot of eenaar is of, in die geval van 'n vereniging 'n lid of ampsdraer, van 'n entiteit op die tersaaklike datum en die stappe uiteengesit in Vorm 59 doen, met inbegrip van die aflewering van 'n pleit, kan die hof by die verhoor besluit dat die geskilpunt *in limine* is: Met dien verstande dat die aksie in die naam van die entiteit sal voortgaan.

(4) (a) 'n Eiser wat 'n vereniging dagvaar kan 'n kennisgewing aan die verweerder beteken waarin vir 'n ware afskrif van die huidige grondwet daarvan en 'n lys van die name en adresse van die ampsdraers en hulle onderskeie ampte op die tersaaklike datum, aangevra word.

(b) Die kennisgewing in paragraaf (a) bedoel, moet binne 10 dae na ontvangs van die kennisgewing aan voldoen word, by gebreke waarvan die eiser by die hof kan aansoek doen om 'n bevel om aan die kennisgewing te voldoen.

(c) Paragrafe (a) en (b) is van toepassing met nodige veranderinge op 'n verweerder wat deur 'n vereniging gedagvaar is.

(5) Tenuitvoerlegging van 'n vonnis teen 'n entiteit moet eers teen die bates daarvan gehef word, en ná sodanige tenuitvoerlegging indien regtens toegelaat, teen die bates van enige persoon wat geag word 'n lid, vennoot of eienaar te wees, asof vonnis teen sodanige persoon aangeteken is.”

### **Wysiging van reël 55 van die Reëls**

18. Reël 55 van die reëls word hierby gewysig deur subparagraaf (iii) van paragraaf (e) van subreël (1) deur die volgende subparagraaf te vervang:

“ (iii) 'n keerdatum, nie minder as **[vyf] 10** dae na betekening daarvan aan die respondent, vir skriftelike kennisgewing deur daardie respondent aan die aansoeker hetsy hy of sy voornemens is om daardie aansoek te opponeer, en stel dat indien geen sodanige kennisgewing gegee word nie, die aansoek ter rolle geplaas sal word vir beregting op 'n spesifieke dag, hoogstens 10 dae na betekening van die kennisgewing aan die respondent.”

### **Vervanging van reël 60 van Reëls**

19. Reël 60 van die reëls word hierby deur die volgende reël vervang:

#### **“60. Nienakomg van reëls en hofbevele, insluitend tydsbeperkings en foute**

(1) Behalwe waar in hierdie reëls anders bepaal, is versuim om hierdie reëls of enige versoek in navolging daarvan gemaak, nie 'n grond vir die gee van 'n vonnis teen die party wat in gebreke is nie.

(2) Waar 'n party versuim om te voldoen aan enige bepaling van hierdie reëls of aan 'n versoek of kennis gegee in navolging daarvan of met 'n bevel of lasgewing deur 'n hof of by 'n regterlike saakbestuurproses of 'n voor-verhooronderhoud ingevolge artikel 54 van die Wet saamgeroep, gemaak, kan enige ander party die party in gebreke in kennis stel dat hy of sy voornemens is om, ná afloop van 10 dae vanaf die datum van aflewering van sodanige kennisgewing, om 'n bevel aansoek te doen—

(a) dat sodanige reël, kennisgewing, versoek, bevel of lasgewing nagekom word; of

(b) dat die vordering of verweer geskrap word.

(3) Waar 'n party versuim om aan die kennisgewing bedoel in subreël (2) te voldoen binne die tydperk van 10 dae, kan die aansoek by kennisgewing by die hof gedoen word om voldoening af te dwing en die hof kan sodanige bevel gee soos die hof goedvind.

(4) Die hof kan by aansoek kragtens subreël (3) die nodige opskorting van verrigtinge gelas.

(5) (a) Enige tydsbeperking wat deur hierdie reëls voorgeskryf word, behalwe die tydperk in reël 51(3) en (6) voorgeskryf, kan te eniger tyd, hetsy voor of ná die verstryking van die beperkte tydperk, verleng word—

- (i) met die skriftelike toestemming van die ander party; en
- (ii) indien sodanige toestemming geweier word, dan deur die hof op aansoek en op sodanige voorwaardes betreffende koste en andersins wat die hof goedvind.

(b) 'n Hof wat 'n verlenging toestaan van die tydsbeperking in subparagraaf (a)(ii) bedoel ná verstryking van die tyd voorgeskryf of vasgestel, kan sodanige bevel gee wat die hof goedvind oor die herroeping, verandering of intrekking van die uitslae van die verstryking aldus voorgeskryf of vasgestel, hetsy sodanige uitslae voortvloei uit die terme van enige bevel of van hierdie reëls.

(6) (a) Wanneer kort betekening sonder verlof van enige kennisgewing van terolleplasing of kennisgewing van 'n aansoek of van 'n geregtelike prosesstuk geskied het, kan die hof, in plaas van sodanige kennisgewing of prosesstuk af te wys, die verrigtinge vir 'n tydperk wat minstens gelyk is aan die tydperk van behoorlike kennisgewing, verdaag op sodanige voorwaardes soos die hof goedvind.

(b) Indien die verrigtinge in die afwesigheid van die party aan wie kort betekening geskied het, verdaag word, moet die party wat vir die kort betekening verantwoordelik is, behoorlik kennis van die verdaging aan die party aan wie kort betekening geskied het, gee.

(7) Behoudens subreël (8), is geen prosesstuk of kennisgewing ongeldig weens enige ooglopende spelfout of fout in die syfer of datum nie.

(8) Indien 'n party werklik mislei is deur enige sodanige fout in enige prosesstuk of kennisgewing wat aan hom of haar beteken is, kan die hof op aansoek sodanige verligting as wat billik geag word, verleen en kan vir daardie doel die

prosesstuk of kennisgewing tersyde stel en enige vonnis by verstek wat daarkragtens gegee is, vernietig.

(9) Die hof kan, by die aanvoer van goeie gronde, nievoldoening aan hierdie reëls kondoneer.”.

**Wysiging van Aangangsel 1 by die Reëls**

**20.** Aangangsel 1 by die Reëls word hierby gewysig—

- (a) deur Vorm 3 te vervang deur Vorm 3 in die Aangangsel hierby vervat;
- (b) deur Vorm 24 te vervang deur Vorm 24 in die Aangangsel hierby vervat;
- (c) deur Vorm 24A in die Aangangsel hierby vervat ná Vorm 24 in te voeg;
- (d) deur Vorm No. 37 te vervang deur Vorm No. 37 in die Aangangsel hierby vervat;
- (e) deur Vorm No. 37A vervat in die Aangangsel hierby, ná Vorm No. 37 in te voeg;  
en
- (f) deur Vorm 59 vervat in die Aangangsel hierby ná Vorm 58 in te voeg.

**Inwerkingtreding**

**21.** Hierdie reëls en vorms tree in werking op 1 Februarie 2022.

**AANHANGSEL****“No. 3 – Dagvaarding (waarin ’n outomatiese huurinterdik ingesluit is)****\* Vir gebruik in die Distrikshof**

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN .....

Gehou te.....Saakno.....

In die aangeleentheid tussen:

.....Eiser

en

..... Verweerder

Aan:..... van.....  
 (vermeld woonplek en sakeplek en indien bekend, gender, beroep en werksplek).....(hierna die verweerder genoem).

U word hierby gedagvaar om binne ..... dae vanaf die betekening van hierdie dagvaarding aan die griffier van die voormelde hof en ook die eiser of eiser se prokureur, by die adres hierin gespesifiseer, ’n skriftelike kennisgewing af te lewer of te laat aflewer van u voorneme om hierdie aksie te bestry en die vordering van ..... (vermeld gender en okkupasie), van ..... (woonplek of sakeplek) ..... (hierna die eiser genoem), waarvan die besonderhede hieronder geëndosseer is.

Daarna, binne 20 dae nadat ’n kennisgewing van voorneme soos hierbo vermeld afgelewer is, ’n pleitstuk (met of sonder ’n teenvordering), of ’n eksepsie of aansoek om deur te haal op die wyse en binne die tydsbestekke waarvoor in reël 19 voorsiening gemaak word.

En neem kennis dat—

(a) indien u in gebreke bly om die bedrag van die vordering en koste binne die vermelde tydperk te betaal of om ’n kennisgewing van voorneme om te verdedig af

te lewer, sal u geag word die vermelde vordering te erken het en die eiser kan daarmee voortgaan en vonnis kan in u afwesigheid teen u gegee word;

(b) as u die vermelde vordering en koste binne die vermelde tydperk betaal sal vonnis nie hierin teen u gegee word nie en u sal vonniskoste bespaar. U sal ook vonniskoste bespaar indien u, binne die vermelde tydperk, by die griffier van die bomelde hof 'n toestemming tot vonnis indien;

(c) indien u die vordering erken en tot vonnis wil toestem of wil onderneem om die vordering in paaiemente of andersins te betaal, kan u die eiser of eiser se prokureur nader.

En neem verder kennis dat u, die verweerder, en alle ander persone hierby by interdik verbied word om enige van die meubels of besittings in of op die perseel wat in die besonderhede van die vordering wat hierop aangeteken is, beskryf is en onderworpe is aan die eiser se hipoteek vir huurgeld, te verwyder of te laat verwyder of toe te laat dat dit verwyder word voordat 'n bevel ten opsigte daarvan deur die hof gegee is.

Koste, as die aksie onbestrede is, sal soos volg wees:

Dagvaarding.....	R .....
Vonnis.....	R .....
Prokureursheffings.....	R .....
Baljugelde.....	R .....
Baljugelde by heruitreiking.....	R .....
Totaal R .....	R .....
Totaal:.....	R .....

Kennisgewing:

(i) Enige persoon teen wie 'n hof in 'n siviele saak 'n vonnis gegee het of 'n bevel uitgevaardig het wat nie, binne 10 dae, volledig aan sodanige vonnis of bevel voldoen het nie, kan by kennisgewing ingevolge artikel 65A(1) van die Wet aangesê word om op 'n gespesifiseerde datum voor die hof in kamers te verskyn sodat die hof ondersoek kan instel na die finansiële posisie van die vonnisskuldenaar en om sodanige bevel te gee soos die hof billik en regverdig ag.

(ii) Indien die hof oortuig is dat—

(aa) die vonnisskuldenaar of, indien die vonnisskuldenaar 'n regspersoon is, 'n direkteur of beampte van die regspersoon, kennis dra van die bogenoemde kennisgewing en dat hy of sy versuim het om voor



die hof te verskyn op die datum en tyd in die kennisgewing gespesifiseer;  
of

(bb) die vonnisskuldenaar, direkteur of beampte, waar verrigtinge in sy of haar teenwoordigheid uitgestel is na 'n datum en tyd deur die hof bepaal, versuim het om op daardie datum en om daardie tyd voor die hof te verskyn; of

(cc) die vonnisskuldenaar, direkteur of beampte versuim het om by die verrigtinge of by die aldus verdaagde verrigtinge teenwoordig te bly,

kan die hof, op versoek van die vonnisskuldenaar of sy of haar prokureur, die uitreiking van 'n lasbrief magtig waarin 'n balju opdrag kry om die vonnisskuldenaar, direkteur of beampte te arresteer en hom of haar voor 'n bevoegde hof te bring sodat daardie hof 'n finansiële ondersoek kan doen. [Artikel 65A(6) van die Wet]

(iii) Enige persoon wat—

(aa) aangesê word om voor 'n hof te verskyn kragtens 'n kennisgewing ingevolge artikel 65A(1) of (8)(b) van die Wet (waar die balju, in plaas van om 'n persoon te arresteer, 'n kennisgewing om in die hof te verskyn aan daardie persoon oorhandig) en wat opsetlik versuim om voor die hof te verskyn op die datum en om die tyd in die kennisgewing gespesifiseer; of

(bb) waar die verrigtinge in sy of haar teenwoordigheid uitgestel is na 'n datum en tyd deur die hof bepaal, opsetlik versuim om op daardie datum en om daardie tyd voor die hof te verskyn; of

(cc) opsetlik versuim om by die tersaaklike verrigtinge of by die aldus verdaagde verrigtinge teenwoordig te bly,

is skuldig aan 'n misdryf en by skuldigbevinding strafbaar met 'n boete of met gevangenisstraf vir 'n tydperk van hoogstens drie maande. [Artikel 65A(9) van die Wet]

(iv) By verskyning voor die hof op die datum in die kennisgewing ingevolge artikel 65A(1) of (8)(b) van die Wet bepaal in navolging van die inhegtenisname van die vonnisskuldenaar, direkteur of beampte kragtens 'n lasbrief bedoel in artikel 65A(6) van die Wet of op enige datum waarheen die verrigtinge uitgestel is, word sodanige vonnisskuldenaar, direkteur of beampte aangesê om getuienis te gee oor sy of haar

finansiële posisie of dié van die regspersoon en sy of haar of die regspersoon vermoë om die vonnisskuld te betaal. [Artikel 65D van die Wet]

(v) enige persoon teen wie 'n hof, in 'n siviele saak, enige vonnis gegee het of enige bevel uitgereik het wat nie ten volle aan sodanige vonnis of bevel voldoen het nie en nie alle koste betaal het waarvoor hy of sy in verband daarmee aanspreeklik is nie moet, indien hy of sy van woon-, sake- of werkplek verander het en versuim om binne 14 dae ná die datum van elke sodanige verandering aan die klerk van die hof wat voornoemde vonnis gegee of bevel uitgevaardig het en aan die eiser of die eiser se prokureur by skriftelike kennisgewing die nuwe woon-, sake- of werkplek volledig en juis mee te deel, en deur sy of haar versuim om dit te doen sal sodanige vonnisskuldenaar aan 'n misdryf skuldig wees en by skuldigbevinding strafbaar met 'n boete of met gevangenisstraf vir 'n tydperk van hoogstens drie maande. [Artikel 109 van die Wet.]

(1) Besonderhede van vordering.

Eiser se vordering is—

(vi) vir agterstallige huurgeld ten opsigte van die verweerder se huur van .....  
.....en vir  
bevestiging van die interdik wat in hierdie dagvaarding verskyn.

Besonderhede:

.....  
.....  
.....

Datum.....

Tydperk.....

Bedrag  
R

.....  
.....

en

(vii) vir uitsetting.

Besonderhede:

.....  
.....

## (2) Toestemming tot vonnis.

Ek erken dat ek teenoor die eiser aanspreeklik is soos in hierdie dagvaarding gevorder (of tot die bedrag van R.....en koste tot op datum) en ek stem toe tot 'n dienooreenkomstige vonnis.

Gedateer te.....op hede die.....dag van....., 20.....,

.....

Verweerder

GETUIE 1:

- (Volle name).....,
  - (handtekening).....
  - (adres).....
- .....

GETUIE 2:

- (Volle name).....,
  - (handtekening).....
  - (adres).....
- .....

## ALTERNATIEF OP (2)

## \* (3) Kennisgewing van voorneme om te verdedig.

Aan die klerk van die hof.

Geliewe kennis te neem dat die verweerder hierby kennis gee van die verweerder se voorneme om hierdie aksie te verdedig.

Gedateer te.....op hede die.....dag van....., 20.....,

.....

Verweerder/Verweerder se prokureur.

Fisiese adres waar betekening van prosesstukke of dokumente aanvaar sal word (binne 15 kilometer van die hofgebou)

.....  
Posadres  
.....  
.....  
.....

\* Die oorspronklike kennisgewing moet by die klerk van die hof ingedien word en 'n afskrif daarvan moet aan die eiser of eiser se prokureur beteken word."

### **No. 3 – Dagvaarding (waarin 'n outomatiese huurinterdik ingesluit is)**

#### **\* Vir gebruik in die Streekhof**

IN DIE STREEKHOF VIR DIE STREEKAFDELING VAN .....

GEHOU TE.....Saakno .....

In die aangeleentheid tussen

.....Eiser  
en

.....Verweerder

Aan:..... van.....

(vermeld woonplek of sakeplek en indien bekend, die gender, beroep en werksplek).....(hierna die verweerder genoem).

U word hierby gedagvaar om binne ..... dae vanaf die betekening van hierdie dagvaarding aan die griffier van die voormelde hof en ook die eiser of eiser se prokureur, by die adres hierin gespesifiseer, 'n skriftelike kennisgewing af te lewer of te laat aflewer van u voorneme om hierdie aksie te verdedig en die vordering van ..... (vermeld gender en okkupasie), van ..... (woonplek of sakeplek) ..... (hierna die eiser genoem), waarin die besonderhede hieronder geëndosseer is.

Daarna, binne 20 dae nadat 'n kennisgewing van voorneme soos hierbo vermeld afgelewer is, 'n pleitstuk (met of sonder 'n teenvordering), of 'n eksepsie of aansoek om deur te haal op die wyse en binne die tydsbestekke waarvoor in reël 19 voorsiening gemaak word.

Kennisgewing aan Verweerder:

En neem kennis dat—

(a) indien u in gebreke bly om die bedrag van die vordering en koste binne die vermelde tydperk te betaal of om 'n kennisgewing van voorneme om te verdedig af te lewer, sal u geag word die vermelde vordering te erken het en die eiser kan daarmee voortgaan en vonnis kan in u afwesigheid teen u gegee word;

(b) as u die vermelde vordering en koste binne die vermelde tydperk betaal sal vonnis nie hierin teen u gegee word nie en u sal vonniskoste bespaar. U sal ook vonniskoste bespaar indien u, binne die vermelde tydperk, by die griffier van die bomelde hof 'n toestemming tot vonnis indien;

(c) indien u die vordering erken en tot vonnis wil toestem of wil onderneem om die vordering in paaiemente of andersins te betaal, kan u die eiser of eiser se prokureur nader.

En neem verder kennis dat u, die verweerder, en alle ander persone hierby by interdik verbied word om enige van die meubels of besittings in of op die perseel wat in die besonderhede van die vordering wat hierop aangeteken is, beskryf is en onderworpe is aan die eiser se hipoteek vir huurgeld, te verwyder of te laat verwyder of toe te laat dat dit verwyder word voordat 'n bevel ten opsigte daarvan deur die hof gegee is.

Koste, as die aksie nie verdedig word nie, sal soos volg wees:

Dagvaarding.....	R .....
Vonnis.....	R .....
Prokureurskoste.....	R .....
Baljugelde.....	R .....
Baljugelde by heruitreiking.....	R .....
Totaal R .....	R .....
Totaal:.....	R .....

Kennisgewing:

(i) Enige persoon teen wie 'n hof in 'n siviele saak 'n vonnis gegee het of 'n bevel uitgevaardig het wat nie, binne 10 dae, volledig aan sodanige vonnis of bevel voldoen het nie, kan by kennisgewing ingevolge artikel 65A(1) van die Wet aangesê word om op 'n gespesifiseerde datum voor die hof in kamers te verskyn sodat die hof ondersoek kan instel na die finansiële posisie van die vonnisskuldenaar en om sodanige bevel te gee soos die hof billik en regverdig ag.

- (ii) Indien die hof oortuig is dat—
- (aa) die vonnisskuldenaar of, indien die vonnisskuldenaar 'n regspersoon is, 'n direkteur of beampte van die regspersoon kennis dra van die bogenoemde kennisgewing en dat hy of sy versuim het om voor die hof te verskyn op die datum en tyd in die kennisgewing gespesifiseer; of
- (bb) die vonnisskuldenaar, direkteur of beampte, waar verrigtinge in sy of haar teenwoordigheid uitgestel is na 'n datum en tyd deur die hof bepaal, versuim het om op daardie datum en om daardie tyd voor die hof te verskyn; of
- (cc) die vonnisskuldenaar, direkteur of beampte versuim het om by die verrigtinge of by die aldus verdaagde verrigtinge teenwoordig te bly,

kan die hof, op versoek van die vonnisskuldenaar of sy of haar prokureur, die uitreiking van 'n lasbrief magtig waarin 'n balju opdrag kry om die vonnisskuldenaar, direkteur of beampte te arresteer en hom of haar voor 'n bevoegde hof te bring sodat daardie hof 'n finansiële ondersoek kan doen. [Artikel 65A(6) van die Wet]

- (iii) Enige persoon wat—
- (aa) aangesê word om voor 'n hof te verskyn kragtens 'n kennisgewing ingevolge artikel 65A(1) of (8)(b) van die Wet (waar die balju, in plaas van om 'n persoon te arresteer, 'n kennisgewing om in die hof te verskyn aan daardie persoon oorhandig) en wat opsetlik versuim om voor die hof te verskyn op die datum en om die tyd in die kennisgewing gespesifiseer; of
- (bb) waar die verrigtinge in sy of haar teenwoordigheid uitgestel is na 'n datum en tyd deur die hof bepaal, opsetlik versuim om op daardie datum en om daardie tyd voor die hof te verskyn; of
- (cc) opsetlik versuim om by die tersaaklike verrigtinge of by die aldus verdaagde verrigtinge teenwoordig te bly,

is skuldig aan 'n misdryf en by skuldigbevinding strafbaar met 'n boete of met gevangenisstraf vir 'n tydperk van hoogstens drie maande. [Artikel 65A(9) van die Wet]

(iv) By verskyning voor die hof op die datum in die kennisgewing ingevolge artikel 65A(1) of (8)(b) van die Wet bepaal in navolging van die inhegtenisname van die vonnisskuldenaar, direkteur of beamppte kragtens 'n lasbrief bedoel in artikel 65A(6) van die Wet of op enige datum waarheen die verrigtinge uitgestel is, word sodanige vonnisskuldenaar, direkteur of beamppte aangesê om getuienis te gee oor sy of haar finansiële posisie of dié van die regspersoon en sy of haar vermoë om die vonnisskuld te betaal. [Artikel 65D van die Wet]

(viii) enige persoon teen wie 'n hof, in 'n siviele saak, enige vonnis gegee het of enige bevel uitgereik het wat nie ten volle aan sodanige vonnis of bevel voldoen het nie en nie alle koste betaal het waarvoor hy of sy in verband daarmee aanspreeklik is nie moet, indien hy of sy van woon-, sake- of werkplek verander het en versuim om binne 14 dae ná die datum van elke sodanige verandering aan die klerk van die hof wat voornoemde vonnis gegee of bevel uitgevaardig het en aan die eiser of die eiser se prokureur by skriftelike kennisgewing die nuwe woon-, sake- of werkplek volledig en juis mee te deel, en deur sy of haar versuim om dit te doen sal sodanige vonnisskuldenaar aan 'n misdryf skuldig wees en by skuldigbevinding strafbaar met 'n boete of met gevangenisstraf vir 'n tydperk van hoogstens drie maande. [Artikel 109 van die Wet.]

(1) Besonderhede van vordering.

Eiser se vordering is—

(i) vir agterstallige huurgeld ten opsigte van die verweerder se huur van .....en vir bevestiging van die interdik wat in hierdie dagvaarding verskyn.

Besonderhede:

.....  
 .....

Datum.....

Tydperk.....

Bedrag

R .....  
 .....  
 .....

en

(ii) vir uitsetting.

Besonderhede:

.....  
.....  
.....

(2) Toestemming tot vonnis.

Ek erken dat ek teenoor die eiser aanspreeklik is soos in hierdie dagvaarding gevorder (of tot die bedrag van R.....en koste tot op datum) en ek stem toe tot 'n dienooreenkomstige vonnis.

Gedateer te.....op hede die.....dag van....., 20.....,

.....

Verweerder

GETUIE 1:

- (Volle name).....,
  - (handtekening).....
  - (adres).....
- .....

GETUIE 2:

- (Volle name).....,
  - (handtekening).....
  - (adres).....
- .....

ALTERNATIEF OP (2)

\* (3) Kennisgewing van voorneme om te verdedig.

Aan die Griffier van die Hof.

Geliewe kennis te neem dat die verweerder hierby kennis gee van die verweerder se voorneme om hierdie aksie te verdedig.

Gedateer te.....op hede die.....dag van....., 20.....,



.....

Verweerder/Verweerder se prokureur.

Fisiese adres waar betekening van prosesstukke of dokumente aanvaar sal word (binne 15 kilometer van die Hofgebou)

.....

Posadres

.....

.....

.....

\* Die oorspronklike kennisgewing moet by die griffier van die hof ingedien word en 'n afskrif daarvan moet aan die eiser of eiser se prokureur beteken word.”.

**“No. 24 – Getuiedagvaarding**

**\*Vir gebruik in die Distrikshof**

In die Landdroshof vir die Distrik van .....  
gehou te ..... Saakno. .... van 20.....  
In die aangeleentheid tussen

..... Eiser  
en

..... Verweerder

Aan: die Balju/Adjunkbalju  
LIG DIE VOLGENDE IN:

- (1) ..... van.....  
 (2) ..... van.....  
 (3) ..... van .....  
 (4) ..... van .....

dat elkeen van hulle hierby vereis word om persoonlik voor hierdie hof te verskyn by hofnommer..... op die ..... dag van ....., 20....., om ..... (tyd) in die bogenoemde aksie om getuienis te gee of om boeke, papier of dokumente oor te lê namens die ..... (Waar vereis word dat dokumente oorgelê word, voeg by:) en om saam met elkeen van hulle te bring en dan aan die hof oor te lê, die aktes, dokumente, boeke, geskryfte, bandopnames, elektroniese, digitale of ander vorm van opnames (hierna “dokumente” genoem) of goedere in die lys hieronder gespesifiseer.

Betaling van die getuiegelde vir getuies soos bepaal en toegelaat kragtens artikel 51*bis* van die Wet op Landdroshowe, 1944 (Wet No. 32 van 1944), soos gewysig, word hierby deur die Eiser/Verweerders aangebied.

(a) Indien enige persoon wat behoorlik gedagvaar is om getuienis te lewer of om enige boeke, papiere of dokumente in sy of haar besit of onder sy of haar beheer oor te lê wat die party wat die getuie(s) se teenwoordigheid verlang in getuienis wil wys, sonder wettige verskoning, versuim om teenwoordig te wees of om getuienis te lewer of om daardie boeke, papiere of dokumente ooreenkomstig die dagvaarding oor te lê of, tensy behoorlik verskoon, versuim om deur die loop van die verhoor teenwoordig te bly, kan die hof, indien oortuig onder eed of deur die relaas van die boodskapper dat sodanige persoon behoorlik gedagvaar is en dat sodanige persoon se redelike uitgawes, ooreenkomstig die tarief voorgeskryf kragtens artikel 51*bis* bereken, aan sodanige persoon betaal of aangebied is, 'n boete van hoogstens R300,00 aan sodanige persoon oplê en by gebreke aan betaling, gevangenisstraf vir 'n tydperk van hoogstens drie maande.

(b) Indien op privilegie ten opsigte van enige dokument of ding aanspraak gemaak word, word die party wat die getuiedagvaarding laat uitreik het binne vyf dae van ontvangs van die getuiedagvaarding ingelig van die aard van die privilegie waarop aanspraak gemaak word; en

(c) Sodanige persoon is geregtig daarop dat die dokument of ding ná insae of die maak van afskrifte of neem van foto's deur die partye, aan hom of haar terugbesorg word.

Gedateer te ..... op hede die ..... dag van .....,  
 20....., .

.....

Klerk van die Hof

LYS VAN DOKUMENTE OF GOED WAT OORGELÊ MOET WORD

Datum            Beskrywing Oorspronklike of afskrif

.....  
 .....  
 .....

(Sien rugkant.)

[Druk op rugkant, paragrawe (a) en (b) van artikel 51(2) van die Wet]

**No. 24 – Getuiedagvaarding**

**\*Vir gebruik in die Streekhof**

In die Streekhof van die Streekafdeling van .....  
 gehou te ..... Saakno. .... van 20.....

In die aangeleentheid tussen

.....Eiser

en

.....Verweerder

Aan: die Balju/Adjunkbalju:

LIG DIE VOLGENDE IN:

- (1) ..... van.....  
 (2) ..... van.....  
 (3) ..... van .....  
 (4) ..... van .....

dat elkeen van hulle hierby vereis word om persoon voor hierdie hof te verskyn by hofnommer..... op die ..... dag van ....., 20....., om ..... (tyd) in die bogenoemde aksie om getuienis te gee of om boeke, papiere of dokumente oor te lê namens die ..... (Waar vereis word dat dokumente oorgelê word, voeg by:) en om die verskeie boeke, papiere of dokumente in die lys hieronder gespesifiseer saam met elkeen van hulle te bring en dan aan die hof oor te lê.

Betaling van die getuiegelde vir getuies soos bepaal en toegelaat kragtens artikel 51*bis* van die Wet op Landdroshowe, 1944 (Wet No. 32 van 1944), soos gewysig, word hierby deur die Eiser/Verweerder aangebied.

(a) Indien enige persoon wat behoorlik gedagvaar is om getuienis te lewer of om enige boeke, papiere of dokumente in sy of haar besit of onder sy of haar beheer oor te lê wat die party wat die getuie(s) se teenwoordigheid verlang in getuienis wil wys, sonder

wettige verskoning, versuim om teenwoordig te wees of om getuienis te lewer of om daardie boeke, papiere of dokumente ooreenkomstig die dagvaarding oor te lê of, tensy behoorlik verskoon, versuim om deur die loop van die verhoor teenwoordig te bly, kan die hof, indien oortuig onder eed of deur die relaas van die boodskapper dat sodanige persoon behoorlik gedagvaar is en dat sodanige persoon se redelike uitgawes, ooreenkomstig die tarief voorgeskryf kragtens artikel 51*bis* bereken, aan sodanige persoon betaal of aangebied is, 'n boete van hoogstens R300,00 aan sodanige persoon oplê en by gebreke aan betaling, gevangenisstraf vir 'n tydperk van hoogstens drie maande.

(b) Indien op privilegie ten opsigte van enige dokument of ding aanspraak gemaak word, word die party wat die getuiedagvaarding laat uitreik het binne vyf dae van ontvangs van die getuiedagvaarding ingelig van die aard van die privilegie waarop aanspraak gemaak word; en

(c) Sodanige persoon is geregtig daarop dat die dokument of ding ná insae of die maak van afskrifte of neem van foto's deur die partye, aan hom of haar terugbesorg word.

Gedateer te ..... op hede die ..... dag van .....,  
20.....,  
Griffier

#### LYS VAN DOKUMENTE OF GOED WAT OORGELEË MOET WORD

Datum	Beskrywing	Oorspronklike of afskrif
.....	.....	.....
.....	.....	.....
.....	.....	.....

(Sien rugkant.)

[Druk op rugkant, paragrawe (a) en (b) van artikel 51(2) van die Wet]

**“No. 24A – Getuiedagvaarding *duces tecum*****\*Vir gebruik in die Distrikshof**

In die Landdroshof van .....  
 gehou te ..... Saakno. .... van 20.....

In die aangeleentheid tussen:

..... Eiser

en

..... Verweerder

Aan: die Balju/Adjunkbalju:

LIG DIE VOLGENDE IN:

- (1).....  
 (2).....  
 (3).....  
 (4).....

*(Stel name, geslag, beroep en sakeplek of woonplek van elke getuie)*

dat elkeen van sodanige persone binne 10 dae vanaf ontvangs van hierdie getuiedagvaarding, by die klerk van die genoemde Hof (gee 'n akkurate beskrywing van elke dokument wat oorgelê moet word) of lig die klerk in waar is (gee hier 'n beskrywing van 'n ding wat oorgelê moet word)

- (1).....  
 (2).....  
 (3).....

moet oorlê tensy sodanige persoon aanspraak maak op privilegie ten opsigte van enige dokument of ding.

EN LIG elkeen van die vermelde persone verder in dat:

(a) Indien enige persoon wat behoorlik gedagvaar is om getuienis te lewer of om enige boeke, papiere of dokumente in sy of haar besit of onder sy of haar beheer oor te lê wat die party wat die getuie(s) se teenwoordigheid verlang in getuienis wil wys, sonder

wettige verskoning, versuim om teenwoordig te wees of om getuienis te lewer of om daardie boeke, papiere of dokumente ooreenkomstig die dagvaarding oor te lê of, tensy behoorlik verskoon, versuim om deur die loop van die verhoor teenwoordig te bly, kan die hof, indien oortuig onder eed of deur die relaas van die boodskapper dat sodanige persoon behoorlik gedagvaar is en dat sodanige persoon se redelike uitgawes, ooreenkomstig die tarief voorgeskryf kragtens artikel 51*bis* bereken, aan sodanige persoon betaal of aangebied is, 'n boete van hoogstens R300,00 aan sodanige persoon oplê en by gebreke aan betaling, gevangenisstraf vir 'n tydperk van hoogstens drie maande.

(b) Indien op privilegie ten opsigte van enige dokument of ding aanspraak gemaak word, word die party wat die getuiedagvaarding laat uitreik het binne vyf dae van ontvangs van die getuiedagvaarding ingelig van die aard van die privilegie waarop aanspraak gemaak word; en

(c) Sodanige persoon is geregtig daarop dat die dokument of ding ná insae of die maak van afskrifte of neem van foto's deur die partye, aan hom of haar terugbesorg word.

GEDATEER te ..... op hede die ..... dag van  
..... 20.....

.....  
*Klerk van die Hof*

.....  
*Eiser/ Verweerder / Prokureur*

#### **No. 24A – Getuiedagvaarding *duces tecum***

##### **\*Vir gebruik in die Streekhof**

In die Landdroshof vir die Streek van .....  
gehou te ..... Saakno.: ..... van 20.....

In die aangeleentheid tussen:

.....Eiser

en

..... Verweerder

Aan: die Balju/Adjunkbalju:

LIG DIE VOLGENDE IN:

- (1).....  
 (2).....  
 (3).....(4).....  
 .....

*(Vermeld name, geslag, beroep en sakeplek of woonplek van elke getuie)*

dat elkeen van sodanige persone binne 10 dae vanaf ontvangs van hierdie getuiedagvaarding, by die griffier van die genoemde Hof (gee 'n akkurate beskrywing van elke dokument wat oorgelê moet word) moet indien of die griffier inlig waar is (gee hier 'n beskrywing van 'n ding wat oorgelê moet word)

- (1).....  
 (2).....  
 (3).....

tensy sodanige persoon aanspraak maak op privilegie ten opsigte van enige dokument of ding.

EN LIG elkeen van die genoemde persone verder in dat:

(a) Indien enige persoon wat behoorlik gedagvaar is om getuienis te lewer of om enige boeke, papiere of dokumente in sy of haar besit of onder sy of haar beheer oor te lê wat die party wat die getuie(s) se teenwoordigheid verlang in getuienis wil wys, sonder wettige verskoning, versuim om teenwoordig te wees of om getuienis te lewer of om daardie boeke, papiere of dokumente ooreenkomstig die dagvaarding oor te lê of, tensy behoorlik verskoon, versuim om deur die loop van die verhoor teenwoordig te bly, kan die hof, indien oortuig onder eed of deur die relaas van die boodskapper dat sodanige persoon behoorlik gedagvaar is en dat sodanige persoon se redelike uitgawes, ooreenkomstig die tarief voorgeskryf kragtens artikel 51*bis* bereken, aan sodanige persoon betaal of aangebied is, 'n boete van hoogstens R300,00 aan sodanige persoon oplê en by gebreke aan betaling, gevangenisstraf vir 'n tydperk van hoogstens drie maande.

(b) Indien op privilegie ten opsigte van enige dokument of ding aanspraak gemaak word, word die party wat die getuiedagvaarding laat uitreik het binne vyf dae van ontvangs van die getuiedagvaarding ingelig van die aard van die privilegie waarop aanspraak gemaak word; en

(c) Sodanige persoon is geregtig daarop dat die dokument of ding ná insae of die maak van afskrifte of neem van foto's deur die partye, aan hom of haar terugbesorg word.

GEDATEER te .....op hede die ..... dag van

..... 20.....

.....  
*Griffier van die Hof*

.....  
*Eiser / Verweerder / Prokureur*

**"No. 37 – Sekerheidstelling kragtens reël 38**

**\*Vir gebruik in die Distrikshof**

In die Landdroshof vir die distrik van .....

gehou te ..... Saakno.: ..... van 20.....

In die aangeleentheid tussen:

.....

Eksekusieskuldeiser

en

.....

Vonnisskuldenaar

Nademaal die vermelde Eksekusieskuldeiser vonnis in hierdie hof gekry het teen die vermelde vonnisskuldenaar op die ..... dag van ....., 20.... vir die bedrag van R..... saam met die bedrag van R..... vir koste;

En nademaal tenuitvoerlegging kragtens die vermelde vonnis geskied het en op eiendom/skuld/besoldiging beslag gelê is/binnekort op beslag gelê gaan word;



So is dit dat die vermelde Eksekusieskuldeiser homself of haarself tot die balju van die bomelde hof verbind dat indien die beslaglegging hierna tersyde gestel word, hy of sy sal voldoen aan enige wettige vordering teen hom of haar deur die vermelde vonnisskuldenaar of enige persoon vir skade deur vermelde vonnisskuldenaar of persoon gely as gevolg van die vermelde beslaglegging;

En ..... van ..... bind homself of haarself as sekerheidstelling en medehoofskuldenaar vir die behoorlike vervulling deur die vermelde eksekusieskuldeiser van die verpligting wat hy of sy opneem.

Geteken en gedateer te ..... op hede die ..... dag van .....  
20.....

.....  
Eksekusieskuldeiser  
..... (Volle naam)

Getuie:  
..... (Volle naam)  
..... (Handtekening)  
..... (Adres)

Geteken en dateer by ..... op hede die ..... dag van .....  
20.....

.....  
Borg en Medehoofskuldenaar  
..... (Volle naam)

Getuie:  
..... (Volle naam)  
..... (Handtekening)  
..... (Adres)

OF

Ons die ondergetekendes [borg 1 se naam, ID-nommer en adres] en [borg 2 se naam, ID-nommer en adres] verbind onself hierby gesamentlik en apart tot die balju van die voormelde hof as borge en medehoofskuldenaars dat indien die beslaglegging hierna tersyde gestel word, ons, die twee borge, sal voldoen aan enige wettige vordering teen hom of haar deur die vermelde vonnisskuldenaar of enige persoon vir skade gely deur die vermelde vonnisskuldenaar of persoon as gevolg van die vermelde beslaglegging.

Onderteken en gedateer te..... op hede die ..... dag van .....  
20.....

.....  
Eerste borg en medehoofskuldenaar

..... (Volle naam)

Getuie:

..... (Volle naam)

..... (Handtekening)

..... (Adres)

Geteken en gedateer te ..... op hede die ..... dag van .....  
20.....

.....  
Tweede borg en medehoofskuldenaar

..... (Volle naam)

Getuie:

..... (Volle naam)

..... (Handtekening)

..... (Adres)

### **No. 37 – Sekerheidstelling kragtens reël 38**

#### **\*Vir gebruik in die Streekhof**

In die Streekhof vir die Streekafdeling van .....

gehou te ..... Saakno.: ..... van 20.....

In die aangeleentheid tussen:

..... Eksekusieskuldeiser

en

..... Vonnisskuldenaar

Nademaal die vermelde Eksekusieskuldeiser vonnis in hierdie hof gekry het teen die  
vermelde vonnisskuldenaar op die ..... dag van ....., 20.... vir die  
bedrag van R..... saam met die bedrag van R..... vir koste;

En nademaal tenuitvoerlegging kragtens die vermelde vonnis geskied het en op eiendom/skuld/besoldiging beslag gelê is/binnekort op beslag gelê gaan word;

So is dit dat die vermelde Eksekusieskuldeiser homself of haarself tot die balju van die bomelde hof verbind dat indien die beslaglegging hierna tersyde gestel word, hy of sy sal voldoen aan enige wettige vordering teen hom of haar deur die vermelde vonnisskuldenaar of enige persoon vir skade deur vermelde vonnisskuldenaar of persoon gely as gevolg van die vermelde beslaglegging;

En ..... van ..... bind homself of haarself as sekerheidstelling en medehoofskuldenaar vir die behoorlike vervulling deur die vermelde Eksekusieskuldeiser van die verpligting wat hy of sy opneem.

Geteken en gedateer te ..... op hede die ..... dag van .....  
20.....

.....

Borg en medehoofskuldenaar

..... (Volle naam)

Getuie:

..... (Volle naam)

..... (Handtekening)

..... (Adres)

OF

Ons die ondergetekendes [borg 1 se naam, ID-nommer en adres] en [borg 2 se naam, ID-nommer en adres] verbind onself hierby gesamentlik en apart tot die balju van die voormelde hof as borge en medehoofskuldenaars dat indien die beslaglegging hierna tersyde gestel word, ons, die twee borge, sal voldoen aan enige wettige vordering teen hom of haar deur die vermelde vonnisskuldenaar of enige persoon vir skade gely deur die vermelde vonnisskuldenaar of persoon as gevolg van die vermelde beslaglegging.

Onderteken en gedateer te..... op hede die ..... dag van .....  
20.....

.....

Eerste borg en medehoofskuldenaar

..... (Volle naam)

Getuie:

..... (Volle naam)

..... (Handtekening)

..... (Adres)

Geteken en gedateer te ..... op hede die ..... dag van .....  
20.....

.....  
Tweede borg en medehoofskuldenaar

..... (Volle naam)

Getuie:

..... (Volle naam)

..... (Handtekening)

..... (Adres)

**"No. 37A – Sekerheidstelling kragtens reël 41(15)**

**\*Vir gebruik in die Distrikshof**

In die Landdroshof vir die distrik van .....

gehou te ..... Saaknommer: ..... van 20.....

In die aangeleentheid tussen:

.....

Eksekusieskuldeiser

en

.....

Vonnisskuldenaar

NADEMAAL uit hoofde van 'n sekere lasbrief van hierdie hof, gedateer die ..... dag van 20 ....., uitgereik op aandrang van A..... B..... teen C..... D..... van ..... het die balju op die volgende artikels beslag gelê en onder beslaglegging gebring:

- (1) .....  
 (2) .....  
 (3) .....

So is dit dat ons, die vermelde C..... D..... en G..... H..... van ..... 'n ..... (beroep), as borg vir hom/haar, onself afsonderlik en *in solidum* verbind, en onderneem hierby teenoor die vermelde balju of sy/haar sessionarisse, opvolgers in regte, dat die vermelde goedere nie mee weggedoen of oor beskik sal word nie, maar in besit van die vermelde C..... D..... sal bly kragtens die vermelde beslaglegging, en aan die vermelde balju oorgelê (of ander persoon deur hom/haar gemagtig om dit te ontvang) op die ..... dag van ..... 20..... (die datum vir die verkoping vasgestel), of op enige ander datum wanneer dit benodig kan word ten einde verkoop te word, tensy die vermelde beslaglegging regtens verwyder word, by gebreke waarvan ek, die vermelde G..... H..... myself, my persoon, goedere en my persoon, goedere en besittings, verbind om die bedrag van R..... (geraamde waarde van die besittings waarop beslag gelê is) aan die vermelde balju, sy/haar sessionarisse, opvolgers in reg, te betaal en daaraan te voldoen vir en ten behoeve van die vermelde A..... B.....

Ten bewyse waarvan ons, die vermelde C..... D..... en G..... H..... ons handtekeninge hierop aangebring het op hede die .....dag van.....20.....

GEDATEER te .....op hede die.....dag van .....20.....

C..... D.....  
 Vonnisskuldenaar

G..... H.....  
 Borg

.....  
 Adjunkbalju

**TOEWYSING VAN BORGAKTE**

Ek, ....., in my hoedanigheid as Adjunkbalju vir die distrik van .....sedeer, wys toe en all my regte, titel en belange in die voorgaande borgakte aan hereby cede, assign and make over to A..... B..... en wys all my right, title and interest in the voorgaande borgakte.

Signed by me in the presence of the subscribing witnesses at..... this ..... day of ..... 20.....

.....

Balju

AS GETUIES:

1. ....

2. ....

**No. 37A – Sekerheidstelling kragtens reël 41(15)****\*Vir gebruik in die Streekhof**

In die Streekhof vir die Streekafdeling van .....

gehou te .....

Saaknommer: ..... van 20.....

In die aangeleentheid tussen:

.....

Eksekusieskuldeiser

en

.....

Vonnisskuldenaar

NADEMAAL uit hoofde van 'n sekere lasbrief van hierdie hof, gedateer die ..... dag van 20 ....., uitgereik op aandrang van A..... B..... teen C..... D..... van ..... het die balju op die volgende artikels beslag gelê en onder beslaglegging gebring:

(1) .....

(2) .....

(3) .....

So is dit dat ons, die vermelde C..... D..... en G..... H..... van ..... 'n ..... (beroep), as borg vir hom/haar, onself afsonderlik en *in solidum* verbind, en onderneem hierby teenoor die vermelde balju of sy/haar sessionarisse, opvolgers in regte, dat die vermelde goedere nie mee weggedoen of oor beskik sal word nie, maar in besit van die vermelde C.....D..... sal bly kragtens die vermelde beslaglegging, en aan die vermelde balju oorgelê (of ander persoon deur hom/haar gemagtig om dit te ontvang) op die ..... dag van ..... 20..... (die datum vir die verkoping vasgestel), of op enige ander datum wanneer dit nodig kan word ten einde verkoop te word, tensy die vermelde beslaglegging regtens verwyder word, by gebreke waarvan ek, die vermelde G.....H..... myself, my persoon, goedere en my persoon, goedere en besittings, verbind om die bedrag van R..... (geraamde waarde van die besittings waarop beslag gelê is) aan die vermelde balju, sy/haar sessionarisse, opvolgers in reg, te betaal en daaraan te voldoen vir en ten behoeve van die vermelde A..... B.....

Ten bewyse waarvan ons, die vermelde C..... D..... en G..... H..... ons handtekeninge hierop aangebring het op hede die .....dag van.....20.....

GEDATEER te .....op hede die.....dag van .....20.....

C..... D.....  
Vonnisskuldenaar

G..... H.....  
Borg

.....  
Adjunkbalju

#### **TOEWYSING VAN BORGAKTE**

Ek, ....., in my hoedanigheid as Adjunkbalju vir die distrik van ..... doen hierby sedering, toewysing en oormaking aan A..... B..... van al my regte, titel en belang in die voorgaande borgakte.

Geteken deur my in die teenwoordigheid van die getuies wat hieronder teken by ..... op hede die ..... dag van ..... 20.....

.....

Balju

AS GETUIES:

- 1. ....
- 2. ....”

**“No. 59 – Kennisgewing aan beweerde lid, vennoot of eenaar**

**\*Vir gebruik in die Distriktshof**

In die Landdroshof van .....  
gehou te ..... Saakno.: ..... 20.....

In die aangeleentheid tussen:

.....Eiser



en

..... Verweerder

**NEEM KENNIS** dat die bogenoemde eiser aksie teen die boegenomde verweerder ingestel het vir die som van R..... en dat beweer word dat die bogenoemde verweerder 'n vereniging, vennootskap, firma of alleeneienaarskap is waarvan u vanaf ..... tot ..... 'n lid, ampsdraer, vennoot of eenaar was.

Indien u betwis dat u 'n lid, ampsdraer, vennoot of eenaar was of dat die bogenoemde tydperk enigsins verband hou met u aanspreeklikheid as 'n lid, ampsdraer, vennoot of eenaar of dat die verweerder aanspreeklik is, moet u binne 10 dae vanaf die betekening van hierdie kennisgewing, kennis gee van u voorneme om te verdedig.

Om sodanige kennis te gee, moet u 'n kennisgewing by die klerk van die hof indien en 'n afskrif daarvan aan die eiser by die adres hieronder beteken waarin gestel word dat u voornemens is om te verdedig. In sodanige kennisgewing—

(i) word van u vereis om u volle fisieke, woon- of sakeadres binne die hof se regsgebied, posadres en waar beskikbaar, faksommer en e-posadres te verstrek; en

(ii) word verder van u vereis om die adres aan te dui waar u verkies dat alle dokumente in die aansoek aan u beteken word, en betekening daarvan by die adres aldus gegee is geldig en effektief, behalwe waar persoonlike betekening deur 'n bevel of praktyk van die hof vereis word.

Daarna moet u 'n pleitsuk aflewer waarin u kan betwis dat u 'n lid, ampsdraer, vennoot of eenaar was of dat die tydperk hierbo beweer tersaaklik is of dat die verweerder aanspreeklik is, of al drie van hierdie aangeleenthede.

Indien u nie sodanige kennis gee nie, sal u nie enige van die bogenoemde geskilpunte kan betwis nie. Indien bogenoemde verweerder aanspreeklik gehou word, kan eksekusie teen u uitgereik word, sou die verweerder se bates in eksekusie uitgewin word en gevind word onvoldoende te wees.

GEDATEER te ..... op hede die .....dag van .....20.....

Prokureur vir

.....  
 .....  
 .....

(Adres)

(N.B. In aansoekverrigtinge moet hierdie vorm gepas verander word.)

### **No. 59 – Kennisgewing aan beweerde lid, vennoot of eienaar**

#### **\*Vir gebruik in die Streekhof**

In die Landdroshof vir die Streek van .....  
 gehou te ..... Saakno.: ..... 20.....

In die aangeleentheid tussen:

.....Eiser

en

..... Verweerder

**NEEM KENNIS** dat die bogenoemde eiser aksie teen die boegenomde verweerder ingestel het vir die som van R..... en dat beweer word dat die bogenoemde verweerder 'n vereniging, vennootskap, firma of alleeneienaarskap is waarvan u vanaf ..... tot ..... 'n lid, ampsdraer, vennoot of eienaar was.

Indien u betwis dat u 'n lid, ampsdraer, vennoot of eienaar was of dat die bogenoemde tydperk enigsins verband hou met u aanspreeklikheid as 'n lid, ampsdraer, vennoot of eienaar of dat die verweerder aanspreeklik is, moet u binne 10 dae vanaf die betekening van hierdie kennisgewing, kennis gee van u voorneme om te verdedig.

Om sodanige kennis te gee, moet u 'n kennisgewing by die klerk van die hof indien en 'n afskrif daarvan aan die eiser by die adres hieronder beteken waarin gestel word dat u voornemens is om te verdedig. In sodanige kennisgewing—

(i) word van u vereis om u volle fisieke, woon- of sakeadres binne die hof se regsgebied, posadres en waar beskikbaar, faksommer en e-posadres te verstrek; en

(ii) word verder van u vereis om die adres aan te dui waar u verkies dat alle dokumente in die aansoek aan u beteken word, en betekening daarvan by die adres aldus gegee is geldig en effektief, behalwe waar persoonlike betekening deur 'n bevel of praktyk van die hof vereis word.

Daarna moet u 'n pleitsuk aflewer waarin u kan betwis dat u 'n lid, ampsdraer, vennoot of eienaar was of dat die tydperk hierbo beweër tersaaklik is of dat die verweerder aanspreeklik is, of al drie van hierdie aangeleenthede.

Indien u nie sodanige kennis gee nie, sal u nie enige van die bogenoemde geskilpunte kan betwis nie. Indien bogenoemde verweerder aanspreeklik gehou word, kan eksekusie teen u uitgereik word, sou die verweerder se bates in eksekusie uitgewin word en gevind word onvoldoende te wees.

GEDATEER te ..... op hede die .....dag van .....20.....

Prokureur vir

.....  
.....  
.....

(Adres)

*(N.B. In aansoekverrigtinge moet hierdie vorm gepas verander word.)*

## DEPARTMENT OF EMPLOYMENT AND LABOUR

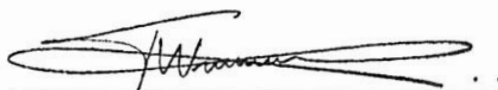
NO. R. 1605

17 December 2021

## LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY  
(BCCEI): RENEWAL OF PERIOD OF OPERATION OF THE WAGE AND  
TASK GRADE COLLECTIVE AGREEMENT**

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour hereby, in terms of section 32(6)(a)(ii) of the Labour Relations Act, 1995, declare the provisions of Government Notice R.1414 of 1 November 2019 to be effective from the date of publication of this Notice and for the period ending 31 August 2024.



\_\_\_\_\_  
**MR TW NXESI, MP**  
**MINISTER OF EMPLOYMENT AND LABOUR**  
DATE: 06/12/2021

**DEPARTMENT OF EMPLOYMENT AND LABOUR**

R.....

DATE: .....

**LABOUR RELATIONS ACT, 1995****BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY (BCCEI): EXTENSION OF AMENDMENT OF THE WAGE AND TASK GRADE COLLECTIVE AGREEMENT TO NON-PARTIES**

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour hereby in terms of section 32(2) read with section 32(8) of the Labour Relations Act, 1995, declare that the Wage and Task Grade Amending Collective Agreement which appears in the Schedule hereto, which was concluded in the **Bargaining Council for the Civil Engineering Industry (BCCEI)** and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Wage and Task Grade Collective Agreement, shall be binding on the other employers and employees in that Industry, with effect from the second Monday after the date of publication of this notice and for the period ending 31 August 2024.



**MR TW NXESI, MP**  
**MINISTER OF EMPLOYMENT AND LABOUR**

DATE: 06/12/2021

**UMNYANGO WEZEMISEBENZI NEZABASEBENZI**

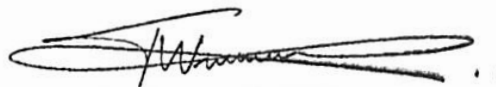
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**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**

**UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI EMBONINI YONJINIYELA BEZOKWAKHIWA KWEMIGWAQO NAMABHULOHO: UKWELULWA KWESIVUMELWANO ESICHIBIYELAYO SEMIHOLO KANYE NESIGABA SEMISEBENZI YEZABASEBENZI, SELULELWA KULABO ABANGEYONA INGXYENYE YESIVUMELWANO**

Mina, **THEMBELANI WALTERMADE NXESI**, onguNgqongqoshe Wezemisebenzi Nezabasebenzi, ngokwesigaba-32(2) sifundwa nesigaba 32(8) soMthetho Wobudlelwano Kwezabasebenzi, ka-1995, ngazisa ukuthi isivumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **uMkhandlu Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini Yonjiniyela Bezokwaxhiwa Kwemigwaqo Namabhuloho**, futhi ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi, ka-1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyomboni, kusukela ngomSombuluko wesibili emva kokushicilelwa kwalesiSaziso kuze kube mhlaka 31 kuNcwaba 2024.



**MNUMZANE TW NXESI, MP**  
**UNGQONGQOSHE WEZEMISEBENZI EZABASEBENZI**  
USUKU: 06/12/2021



# WAGE AND TASK GRADE COLLECTIVE AGREEMENT

## SCHEDULE

### BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY WAGE AND TASK GRADE COLLECTIVE AGREEMENT

In accordance with the Labour Relations Act of 1995, made and entered into by and between the –

#### **Employers Organisations**

Consolidated Employers Organisation (CEO)

South African Forum of Civil Engineering Contractors (SAFCEC)

**(Hereinafter referred to as the “employer” or the “employers organisation” of the one party and the –**

#### **Trade Unions**

Building, Construction and Allied Workers Union (BCAWU)

National Union of Mineworkers (NUM)

**(Hereinafter referred to as the “employees” or the “trade union” of the other party, being the parties to the Bargaining Council for the Civil Engineering Industry) to amend the agreement published under Government Gazette No. R.1414 of 1 November 2019**

#### **PREAMBLE**

This agreement was entered into by and between the members of the employer organisations and the members of the trade unions after conclusion of the industry national wage negotiations undertaken under the auspices of the Bargaining Council for the Civil Engineering Industry.

The Minister of Employment and Labour has extended this agreement to all the employers and employees in the industry that are not signatories of this agreement. This has the effect of making the agreement applicable to all employers and employees in the industry



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## APPLICATION AND INTERPRETATION OF AGREEMENT

### 1. Application of Agreement

1.1 This agreement binds:

- i. All employers in the Civil Engineering Industry that are members of the employers' organisations that are party to this agreement; and
- ii. All employees in the bargaining unit, employed in the Civil Engineering Industry who are members of the trade unions that are party to this agreement.

1.2 This agreement must be applied in the jurisdiction of the Bargaining Council for the Civil Engineering Industry throughout the Republic of South Africa.

1.3 Except as otherwise provided for in this agreement, this agreement establishes the minimum rate of pay for all scheduled employees as defined in the Conditions of Employment Collective Agreement, irrespective of whether the employee is employed in terms of an exemption from this agreement or under conditions determined by the Council.

1.4 This agreement applies to learners, only insofar as it is not inconsistent with the Skills Development Act, 1998.

1.5 Period of operation of agreement:

- i. This agreement becomes binding on the employers and employees referred to in sub-clause 1.1 once it is extended to non-parties by the Honourable Minister of Employment and Labour, in terms of Section 32 of the Labour Relations Act, 66 of 1995, from a date determined by the Honourable Minister of Employment and Labour.
- ii. This agreement shall remain in force until: **31 August 2024**.

### 2. Scope of Application of Agreement

2.1 'Industry' means the Civil Engineering Industry in which employers (other than local authorities) and employees are associated for the purpose of carrying out work of a civil engineering character normally associated with the civil engineering sector and includes such work in connection with any one or more of the following activities:

- a) The construction of aerodrome runways or aprons; aqueducts, bins or bunkers; bridges, cable ducts, caissons; rafts or other marine structures; canals, cooling, water or other towers; dams; docks; harbours; quays or wharves; earthworks; encasements; housing or supports for plant, machinery or equipment; factory or works chimneys; filter beds; land or sea defence works; mine headgears; pipelines; piers; railways; reservoirs; river works; roads or streets; sewerage works; sewers; shafts or tunnels; silos; sports fields or grounds; swimming baths; viaducts or water treatment plants; and/or
- b) Excavation and bulk earthworks; bush clearing and de-stumping; topsoil stripping; drilling and blasting; preparation of bench areas, drilling pre-split holes, blasting and/or cast-blasting; secondary blasting; loading, hauling and dumping of mineralized and/or waste material to waste dumps or processing plant feed (ROM pad) stockpiles; production dozing of top soil, inter burden or waste material; pumping and dewatering of storm and/or contaminated water, construction and maintenance of; access and haul roads; ramps; waste and processing plant feed (ROM pad) areas; safety beams; high walls; benches; storm water systems, catch drains, bund walls, surge dams; trimming, scaling or chain dragging of batters, heap-leach pads, tailings dams; dust suppression of loading areas, haul roads and dumping areas; rehabilitation of earth work areas or waste dumps; topsoil spreading, hydro-seeding and watering; and/or
- c) Excavation work or the construction of foundations, lift shafts, piling, retainings, stairwells, underground parking garages or other underground structures; and/or
- d) The asphaltting, concreting, gravelling, levelling or paving of parking areas, pavements, roads, streets, aerodrome runways or aprons, premises or sites;

and further includes: -

- e) Any work of a similar nature or work incidental to or consequent on any of the aforesaid activities; and/or

- f) The making, repairing, checking or overhauling of tools, vehicles, plant, machinery or equipment in workshops which are conducted by employers engaged in any of the activities referred to in sub-clauses (a) to (f) inclusive;

but excluding: -

- i.) Work in connection with any one or more of the activities specified in sub-clause (c) where such work, when undertaken in connection with the erection of structures having the general character of buildings and irrespective of whether or not such work involves problems of a civil engineering character, is carried out by the employers erecting such structures;
- ii.) Work in connection with any one or more of the activities specified in sub-clause (c) when undertaken as an incidental operation in connection with the erection of structures having the general character of buildings or when undertaken by the employers erecting such structures;
- iii.) Any work falling within the scope of any other industry, and
- iv.) The Mining Industry which is defined as the industry where employers and employees are associated for the purpose, directly or indirectly, for the winning, extracting, processing and refining of a mineral in, on or under the earth or water or from any residue stockpile or residue deposit.

### **3. Definitions and Expressions**

- 3.1 Any expression used in this agreement which is defined in the Labour Relations Act, 66 of 1995, shall have the same meaning as in that Act, and any reference to an Act shall include any amendment to such Act, and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context-

**'Act'** means the Labour Relations Act, 1995 (Act No. 66 of 1995)

**'Bargaining Unit'** shall mean the bargaining unit comprising those employees engaged in the industry in Task Grades 1 – 9 inclusive;

**'Council'** means the Bargaining Council for the Civil Engineering Industry;

**'Cross border work'** means work performed outside the borders of the Republic of South Africa.

**'CPI'** means the consumer price index as published by STATS SA regarding inflation. For the purposes of this agreement, CPI is calculated by averaging the months of April, May and June of the particular year.

**'Employee'** means –

- i.) Any person, excluding an independent contractor, who works for another person or for the state and who receives, or is entitled to receive, any remuneration; and
- ii.) Any other person who in any manner assists in carrying on or conducting the business of an employer.

**'Employer'** means any person whatsoever, including a temporary employment service as defined in clause 198(1) of the Act, who employs or provides work for any person and remunerates or expressly or tacitly undertakes to remunerate him/her or who permits any person whatsoever in any manner to assist him/her in the carrying on or conducting of his/her business;

**'Hourly-rated employee'** means an employee whose remuneration is calculated on an hourly basis notwithstanding the frequency of the payment thereof, and who is not a salaried employee;

**'Law'** means all constitutions; statutes; regulations; by-laws; codes; ordinances, or instructions by any Governmental Body; and the common law, and "law" will have a similar meaning;

**'Limited duration contracts of employment'** means an employer may employ an employee for a specified, limited contract period in terms of an activity or duration;

**'Minister'** means the Minister of Employment and Labour;

**'Pay'** means payment of remuneration in cash, electronic transfer, by cheque or by other means;

**'Permanent employee'** means any employee who is not an employee employed in terms of a limited duration contract;

**'Piece-work'** means any system under which an employee's remuneration is based on the quantity of work done;

**'Promulgation date'** means the date of official implementation of an aforesaid agreement/legislation

**'Salaried employee'** means an employee whose remuneration is calculated on a monthly basis notwithstanding the number of hours or days actually worked, who performs work generally understood to be that of a salaried employee, and who is not a "hourly- rated employee";

**'Wage'** means the amount of money payable to an employee in terms of Clause (6.1) in Chapter 6 of the Conditions of Employment Collective Agreement in respect of the ordinary hours of work as prescribed in Clauses 2.1 – 2.2 in Chapter 2 of the Conditions of Employment Collective Agreement. Provided that

- i.) if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in Clause (6.1) in Chapter 6 of the Conditions of Employment Collective Agreement, it means such higher amount;
- ii.) the first proviso shall not be so construed as to refer to or include any remuneration which an employee who is employed on any basis provided for in Clause (6.8) in Chapter 6 of the Conditions of Employment Collective Agreement receives over and above the amount which the employee would have received had he or she not been employed on such a basis.

- 3.2 The provisions of the Basic Conditions of Employment Act, 1997 shall apply in respect of any employer or employee in the Civil Engineering Industry in so far as a provision thereof provides for any matter that is not regulated by this agreement.

## **CHAPTER 1 – GENERAL**

### **1. Administration of the Agreement**

- 1.1. The Council is the body responsible for the administration of this agreement.

### **2. Designated Agents**

- 2.1 The Minister, at the request of the Council, shall appoint one or more persons to be designated agents to assist in giving effect to the terms of this agreement, including the issuing of compliance orders requiring any person bound by this agreement to comply within 14 days.
- 2.2 A designated agent shall have all the powers indicated in section 33, 33A and Schedule 10 of the Act.
- 2.3 The Council must appoint one or more persons as designated agents to enforce and monitor compliance with this agreement, in any manner that is reasonably required to ensure compliance with this agreement, by-
- 2.3.1 Entering and inspecting premises;
  - 2.3.2 Examining records; and
  - 2.3.3 Questioning an employer or employees of the employer in any appropriate manner.
- 2.4 After each inspection of an employer's records and operations, a designated agent must prepare a report for the attention of the employer, worker representatives and, in the case of an individual complainant, the complainant and, stating-
- 2.4.1 The date and time of the inspection;
  - 2.4.2 If any contraventions of the agreement were identified, a summary of the contraventions; and

- 2.4.3 The action that management is required to take to rectify the contraventions.
- 2.5 A designated agent may not make any disclosure of information in circumstances which are not permitted in terms of section 201 of the Labour Relations Act, 1995.

### **3. Levels of bargaining in the Industry and peace obligation**

#### **3.1 Subject to sub-clause 3.2 —**

- 3.1.1 The Council shall be the sole forum for negotiating matters contained in this agreement;
- 3.1.2 During the currency of this agreement, no matter contained in this agreement may be an issue in dispute for the purposes of a strike or lock-out or any conduct in contemplation of a strike or lock-out;
- 3.1.3 Any provision in a collective agreement binding an employer and employees covered by the Council, other than a collective agreement concluded by the Council, that requires an employer or a trade union to bargain collectively in respect of any matter contained in this agreement, is of no force and effect.
- 3.2 Where bargaining arrangements at plant and company level, excluding agreements entered into under the auspices of the Council, are in existence, the parties to such arrangements may, by mutual agreement, modify or suspend or terminate such bargaining arrangements in order to comply with sub-clause 3.1. In the event of the parties to such arrangements failing to agree to modify or suspend or terminate such arrangements by the date of implementation of this agreement, the wage increases on scheduled rates and not on the actual rates shall be applicable to such employers and employees until the parties to such arrangement agree otherwise.
- 3.3 The provisions of these clauses shall apply equally to any trade unions not party to this agreement.



#### **4. Attendance of worker representatives on Council committee meetings**

- 4.1 The employer and trade union parties agree that it is important that worker representatives appointed by the trade unions, to attend Council meetings and should participate at that level.
- 4.1.1 To this end the trade unions will by 31 January of each year notify the companies involved, in writing, of the names and contact details of the trade union worker representatives appointed to serve on Council committees.
- 4.1.2 Where the company is unable, for operational or other valid reasons to accept the absence of the employee on the dates concerned it shall immediately communicate with the trade union in order that the problem is addressed.
- 4.1.3 Absence from the workplace to attend each scheduled meeting must be based on reasonable prior notice of the meeting to the employer supported by the presentation of the agenda of the meeting by the worker representative.

## **CHAPTER 2 - EXEMPTIONS**

### **1. Provisions relating to an application for exemption:**

- 1.1 Any person bound by this agreement may apply to the Independent Exemptions Committee of the Council for an exemption from any provision of this agreement.
- 1.2 Any person affected by the Independent Exemptions Committee's decision on the application may lodge an appeal to the Independent Appeal Board.
- 1.3 Applications for exemptions and/or appeals must be dealt with in terms of the Exemptions Collective Agreement.

## CHAPTER 3 - WAGES, WAGE TABLES AND TASK GRADE INTERPRETATION

### 1. Wages and/or Earnings

- 1.1 Any employee who at the date of coming into operation of this agreement was in receipt of a higher rate than that prescribed in this agreement for the task grade which he/she is employed on shall continue to receive not less than such higher rate while he/she is employed by the same employer on the same task grade.
- 1.2 Every employee who on the date of coming into operation of this agreement is employed by an employer on a task grade classified in this agreement shall, whilst in the employ of the same employer and whether or not his/her actual rate of pay immediately prior to the said date was in excess of the rate specified for his/her task grade in this agreement, be paid not less than the actual rate he was receiving immediately prior to the said date plus, an additional amount for his/her task grade, as set out in the wage tables hereunder: Provided that:
  - 1.2.1 The additional amount payable in terms of this sub-clause to an employee for his task grade may be reduced by the amount of any increase or increases granted to such employee/s prior to the promulgated wage increases.
  - 1.2.2 Any employee who was engaged after the date of such promulgated increases at a rate of pay not less than the rate of pay prescribed for his/her task grade as at the date of coming into operation of this agreement, shall not be entitled to be paid the additional amount specified in this sub-clause for the employee's task grade
- 1.3 Subject to the provisions of sub-clauses 1.1 to 1.3 inclusive, no employer shall pay to the employees engaged on any of the task grades hereinafter specified in the following wage schedules, wages and/or earnings lower than those stated against such task grades and no employee shall accept wages and/or earnings lower than those stated against such task grades.
- 1.4 The payment of wages and/or earnings shall be calculated as set out in Chapter 6, Clause 6.1 in the Conditions of Employment Collective Agreement.

### 1.5 IMPORTANT NOTICE:

Wage increases in Appendix A will apply only from the date of coming into operation of this agreement. The rates on the wage rates table within the Appendix indicate the minimum wage rate an employee has to be paid for his/her specific task grade. All employees must, at the date of coming into operation of this agreement, receive either the new wage rate applicable to his/her task grade or the following across the board increase on his/her current wage rate, whichever is the greater –

#### 1.5.1 Across the board wage increase (ATB):-

- i) In Year 1, from the date as determined by the Minister, up to 31 August 2022, employees who earn above the published rate will receive an ATB of 4.8% on their current rate.
- ii) In Year 2, from 01 September 2022 to 31 August 2023, employees who earn above the published rate will receive an ATB of CPI + 0.75% on their current rate.
- iii) In Year 3, from 01 September 2023 to 31 August 2024, employees who earn above the published rate will receive an ATB of CPI + 0.75%.

1.5.2 No employer shall at the date of coming into operation of this agreement reduce the rate of pay of any employee who earns more than the minimum prescribed for his/her class of work;

1.5.3 No employer shall at the date of coming into operation of this agreement pay any employee engaged on any of the classes of work specified in this agreement wages and/or earnings lower than those specified for his/her class of work.

## CHAPTER 4 - APPENDICES TO THE AGREEMENT

## 1. Civil Engineering Industry Task Grade Wage Rates

## 1.1 Appendix A - Civil Engineering Industry Task Grade Wage Rates

Task Grade	Occupational Group	Job Title	Hourly rate Rand per hour from the date determined by the Minister, up to 31 August 2022 (4.8%)	Increase to hourly rate from 01 September 2022 to 31 August 2023	Increase to hourly rate from 01 September 2023 to 31 August 2024
1	General	General Worker	41,72	CPI + 0,75%	CPI + 0,75%
		Watchman			
2	Concrete	Reinforcing Steel Bending Machine Operator	42,70	CPI + 0,75%	CPI + 0,75%
		Structures Construction Hand			
	General	Civil Construction Bricklayer Gr 2			
	Plant Operators & Drivers	Boomscraper Operator			
		Crusher Assistant			
		Hoist/Lift Operator Pedestrian Roller Operator			
	Rail Construction	Perway Construction Hand			
Roads, Earthworks & Drainage	Premix Paving Checker/Tallyman				
Site Support	Artisan Aid Materials Tester Assistant Safety Watcher Survey Assistant				
3	Concrete	Concrete Hand Gr 2	43,89	CPI + 0,75%	CPI + 0,75%
		Shutterhand Gr 3			
	Piling	Bore Pile Operator			
		Frontman Nozzleman			
	Plant Operators & Drivers	Winch Operator			
		Track Rig Operator			
	Roads, Earthworks & Drainage	Pipelayer Gr 2			
Rakerman					
Site Support	Banksman/Rigger Assistant				
	Junior Site Clerk Welder Semi-Skilled				
Tailings	Mudguard				
	Reclamation Attendant				

Task Grade	Occupational Group	Job Title	Hourly rate Rand per hour. From the date determined by the Minister of Labour, up to up to 31 August 2022 (4.8%)	Hourly rate Rand per hour from 01 September 2022 to 31 August 2023	Hourly rate Rand per hour from 01 September 2023 to 31 August 2024
4	Concrete	Concrete Hand Gr 1 Reinforcing Hand Gr 2 Scaffold Erector Shutterhand Gr 2	45,53	CPI + 0,75%	CPI + 0,75%
	Piling	Continuous Flight Auger Operator			
	Plant Operators & Drivers	Articulated Dumper Truck Operator			
		Bulldozer Operator			
		Concrete Dumper Operator			
		Concrete Mixer Operator			
		Concrete Pump Operator			
		Crusher Operator			
		Driver Operator			
		Excavator Operator			
		Forklift Operator			
		Front End Loader Operator			
		Grader Operator (General)			
		Hauler Driver (Bituminous)			
		Heavy Duty Driver/Extra Heavy Duty Driver (Rigid)			
		Light Motor Vehicle Driver			
	Mechanical Broom Operator				
Milling Machine Operator					
Motorcycle Driver					
Paver Operator					
Road Recycler Operator					
Roller Operator					
TLB Operator					
Tower Crane Operator					
Tractor Driver					
Roads, Earthworks & Drainage	Blasting Assistant Fence Erector Guard Rail Erector Sprayer Operator (Bituminous)				
Site Support	Formwork Controller Materials Tester Storeman Tools and Small Plant Repairer Wedge Welder				

Task Grade	Occupational Group	Job Title	Hourly rate Rand per hour. From the date determined by the Minister of Labour, up to up to 31 August 2022 (4.8%)	Hourly rate Rand per hour from 01 September 2022 to 31 August 2023	Hourly rate Rand per hour from 01 September 2023 to 31 August 2024
5	Concrete	Reinforcing Hand Gr 1 Scaffold Inspector Shutterhand Gr 1	51,56	CPI + 0,75%	CPI + 0,75%
	General	Civil Construction Bricklayer Gr 1			
	Piling	Piling Auger Machine Operator			
	Plant Operators & Drivers	Batch Plant Operator Heavy Duty Driver/ Extra Heavy Duty Driver (Articulated) Mobile Crane Operator Scraper Operator Screed Operator			
	Roads, Earthworks & Drainage	Kerblayer Pipelayer Gr 1			
	Site Support	Assistant Surveyor Extrusion Welder			
6	Plant Operators & Drivers	Grader Operator (Final Levels) Sprayer Driver (Bituminous)	58,56	CPI + 0,75%	CPI + 0,75%
	Site Support	Senior Materials Tester (Field) Senior Materials Tester (Lab) Site Clerk			
	Supervisors	Team Leader Gr 2			
7	Site Support	Plant Serviceman	67,06	CPI + 0,75%	CPI + 0,75%
	Supervisors	Supervisor Gr 2			
8	Supervisors	Supervisor Gr 1	75,19	CPI + 0,75%	CPI + 0,75%
9	Artisan	Diesel Mechanic, Fitter & Turner, Auto Electrician, Boilermaker, Spray Painter.	84,98	CPI + 0,75%	CPI + 0,75%

**SOUTH AFRICAN RESERVE BANK**

NO. R. 1606

17 December 2021



SOUTH AFRICAN RESERVE BANK

**VARIATION NOTICE**

**Variation by the Governor of the South African Reserve Bank in terms of section 6(3)(b) of the National Payment System Act 78 of 1998**

**Variation of the conditions of the designation of South African Postbank SOC Limited as a designated clearing system participant**

**1. Introduction**

1.1 In terms of the National Payment System Act 78 of 1998, as amended (NPS Act), the South African Reserve Bank (SARB) is empowered to vary and revoke any designation of a clearing system participant. The SARB may, in terms of section 6(3)(b) of the NPS Act, vary or revoke any designation by

- 1.1.1 amending or revoking any condition to which the designation is subject; or
- 1.1.2 making the designation subject to a new condition or new conditions.

1.2 Section 6(3)(c) provides that, in determining whether or not to vary or revoke a designation, the SARB may have regard to any or all of the following:

- 1.2.1 Any failure to comply with any condition to which the designation is subject.
- 1.2.2 Whether or not the designated clearing system participant has knowingly furnished information or documents which are false or misleading in any material respect to the SARB in connection with the designation.
- 1.2.3 Whether or not it is in the public interest to revoke the designation.
- 1.2.4 Any other matters that the SARB considers appropriate.

## **2. Background to the variation of the conditions of the designation**

- 2.1 In November 2020, the South African Reserve Bank (SARB) pronounced the South African Postbank SOC Limited (Postbank) as a designated clearing system participant (DCSP) in terms of section 6(3)(a) of the NPS Act. The designation notice was published in the Regulation Gazette No. 11200 of Government Gazette No. 43914, dated 20 November 2020 (Designation Notice), and became effective from the date of publication in the Government Gazette.
- 2.2 Prior to the Postbank designation as a DCSP, Postbank had been operating as a division of South African Post Office (SAPO) since inception. The SAPO designation as a DCSP became effective from 1 June 2011 (General Notice No. 315 of Government Gazette No. 34323 dated 7 May 2011). The determination of the transfer date of the Postbank enterprise was published in the General Notice No. 151 of Government Gazette 42323, dated 22 March 2019. As per the determination and as of 1 April 2019, Postbank was incorporated as a separate legal entity in terms of section 6 of the South African Postbank Act 9 of 2010 (Postbank Act). Accordingly, Postbank ceased to be a division of SAPO and became a separate legal entity. Furthermore, section 7 of the Postbank Act provides that from 1 April 2019, anything done by or on behalf of the former Postbank (as a division of SAPO) must be regarded as having been done by Postbank.
- 2.3 The SARB has been engaging Postbank, since its designation as a DCSP, with the objective of ensuring that Postbank complies with the conditions in the Designation Notice. This includes compliance with the Payments Association of South Africa (PASA) entry requirements and participation criteria – such as the requirements to implement card security processes and standards. In addition, Postbank is required to comply with the pre-designation conditions imposed by the SARB relating to the processing of South African Social Security Agency (SASSA) social grants. The processing of SASSA social grants commenced when Postbank was still a division of SAPO and was effected through the issuance of Postbank-branded SASSA cards.



- 2.4 In February 2019, approximately 11 months after SAPO – through its then Postbank Division – commenced with the processing of social grants, serious irregularities were detected on SAPO's Postbank-branded SASSA cards.
- 2.5 To mitigate the risk, the SARB mandated SAPO and subsequently Postbank to implement specified remedial actions, recommendations and instructions, including the reissuance of Postbank-branded SASSA card base within 18 months, with the final implementation date being 31 March 2021. However, SAPO as well as Postbank, have not met the timelines for the implementation of remedial actions, recommendations and instructions aimed at addressing these risks.
- 2.6 Owing to the failure to implement risk mitigation measures as directed by the SARB as well as non-compliance with the Designation Notice conditions, the SARB issues this variation notice (Variation Notice) to Postbank. In addition to the conditions specified in the Designation Notice, the SARB imposes on Postbank additional conditions as outlined in paragraph 3 below.

### **3. Variation**

- 3.1 The SARB considered the provisions of section 6(3)(b) of the NPS Act, Postbank's failure to mitigate the risks outlined in paragraph 2 above and Postbank's failure to comply with some of the conditions listed in the Designation Notice. In the interest of the safety, integrity, effectiveness and efficiency of the NPS as well as the public interest, the SARB deemed it necessary to vary the conditions of Postbank's designation as a DCSP as contained in the Designation Notice.
- 3.2 Therefore, I, Mr E L Kganyago, Governor of the SARB, hereby, with effect from the date of publication in the Government Gazette:
- 3.2.1 vary the conditions in the Designation Notice of Postbank as a DCSP in terms of section 6(3)(b) of the NPS Act, by adding the conditions listed under 4.1 below.

#### **4. Variation conditions**

- 4.1 The following additional conditions must be implemented within 12 months of gazetting this Variation Notice where the Postbank must:
- 4.1.1 employ a sufficient number of payment experts, including independent experts, to Postbank's payments business;
  - 4.1.2 secure the entire key management environment in the manner previously prescribed by the SARB and/or PASA;
  - 4.1.3 produce and reissue cards for Postbank's entire SASSA client base utilising new secure keys;
  - 4.1.4 establish, implement and maintain an operational disaster recovery site, in accordance with applicable PASA Regulatory Framework and/or rules;
  - 4.1.5 establish, implement and maintain an operational business continuity facility to ensure business continuity in accordance with PASA's policies and/or Regulatory Framework;
  - 4.1.6 implement and comply with applicable card security standards, including Europay, Mastercard, Visa (EMV) and Payment Card Industry Data Security Standards (PCI DSS), in accordance with the requirements applicable to the PASA Card Payment Clearing House Participant Group members;
  - 4.1.7 enter into a mentorship arrangement with Standard Bank or any other clearing system participant that meets the mentorship requirements set by PASA and Standard Bank as Postbank's settlement bank;
  - 4.1.8 not offer new products to its existing client base related to its designation as a DCSP without prior approval of the SARB and Standard Bank;
  - 4.1.9 not acquire and/or offer new products to new clients related to its designation as a DCSP without prior approval from the SARB and Standard Bank;
  - 4.1.10 submit a plan to the SARB outlining how Postbank will implement the conditions outlined in the Designation Notice and this Variation Notice. This plan must be signed by Postbank's executive management and the chairperson of the board, shared with its shareholders, and be submitted within one (1) month of the gazetting of this Variation Notice; and
  - 4.1.11 submit monthly progress and status reports (reports) on the implementation of the Designation Notice and Variation Notice to the SARB within the first week of each month. In addition, schedule monthly meetings – to be held every second week of each month with the SARB – to discuss the reports.

- 4.2 Failure by Postbank to implement the above conditions by the end of the 12-month period from the gazetting of this Variation Notice may result in the revocation of Postbank's designation as a DCSP in terms of section 6(3)(b) of the NPS Act.
- 4.3 The conditions listed under paragraph 4 of the Designation Notice and this Variation Notice apply exclusively to the designation of Postbank and may be varied or revoked and new conditions may be imposed by the SARB by way of a notice in the Government Gazette.

*Lesetja Kganyago*

.....

**E L Kganyago**

**Governor**

Date: 2021-12-07

**SOUTH AFRICAN REVENUE SERVICE**

**NO. R. 1607**

**17 December 2021**

**CORRECTION NOTICE**

**CUSTOMS AND EXCISE ACT, 1964  
AMENDMENT OF SCHEDULE NO. 1 (1/2B/170)**

By the substitution of the wording "G.V.W" with the word "G.V.M" in tariff items 126.04/8704.41 and 126.04/8704.51 where it appears in Notice No. R. 1086 of Government Gazette No. 45378 on 22 October 2021.

**SUID-AFRIKAANSE INKOMSTEDIENS**

NO. R. 1607

17 Desember 2021

**VERBETERINGSKENNIGIEWING****DOEANE EN AKSYNS WET, 1964  
WYSIGING VAN BYLAE NO. 1 (1/2B/170)**

Deur die vervanging van die bewoording "G.V.W" met die woord "B.V.M" in tariefitem 126.04/8704.41 en 126.04/8704.51 waar dit verskyn in Kennisgewing No. R. 1086 van Staatskoerant No. 45378 op 22 Oktober 2021.

## SOUTH AFRICAN REVENUE SERVICE

NO. R. 1608

17 December 2021

## CORRECTION NOTICE

CUSTOMS AND EXCISE ACT, 1964  
AMENDMENT OF SCHEDULE NO. 1 (1/1/1680)

- By the deletion of tariff heading 96.17 where it appears in Notice No. R. 1088 of Government Gazette No. 45378 on 22 October 2021;
- By the deletion of tariff headings 97.02, 97.03, 97.05 and 97.06 where it appears under substitutions in Notice No. R. 1088 of Government Gazette No. 45378 on 22 October 2021; and
- By the substitution of the descriptions of tariff headings and subheadings 2404.11.15, 7001.00, 8806.23, 88.07 and 8807.10 where it appears in Notice No. R. 1088 of Government Gazette No. 45378 on 22 October 2021, of the following:

By the substitution of the following:

Heading / Subheading	CD	Article Description	Statistical Unit	Rate of Duty					
				General	EU / UK	EFTA	SADC	MERCOSUR	AICFTA
2404.11.15	8	Other, put up for retail sale in the form of sticks	kg	15%	free	15%	free	15%	15%
7001.00	1	Cullet and other waste and scrap of glass (excluding glass from cathode ray tubes or other activated glass of heading 85.49), glass in the mass	kg	free	free	free	free	free	free
8806.23	0	With maximum take-off mass of more than 7 kg or more but not more than 25 kg	u	free	free	free	free	free	free
88.07		Parts of goods of heading 88.01, 88.02 or 88.06:							
8807.10	0	Propellers and rotors and parts thereof	u	free	free	free	free	free	free

**SUID-AFRIKAANSE INKOMSTEDIENS**

NO. R. 1607

17 Desember 2021

**VERBETERINGSKENNISGEWING****DOEANE EN AKSYNS WET, 1964  
WYSIGING VAN BYLAE NO. 1 (1/1/1680)**

- Deur die skraping van tariefpos 96.17 waar dit verskyn in Kennisgewing No. R. 1088 van Staatskoerant No. 45378 op 22 Oktober 2021; en
- Deur die skraping van tariefposte 97.02, 97.03, 97.05 and 97.06 waar dit verskyn onder die vervangings in Kennisgewing No. R. 1088 van Staatskoerant No. 45378 op 22 Oktober 2021.

**SOUTH AFRICAN REVENUE SERVICE**

NO. R. 1609

17 December 2021

**CORRECTION NOTICE**

**CUSTOMS AND EXCISE ACT, 1964  
AMENDMENT OF SCHEDULE NO. 1 (1/3E/27)**

Government Notice No. R. 1082 of Government Gazette No. 45378 on 22 October 2021 is hereby corrected by-

By the substitution of the wording "G.V.W" with the word "G.V.M" in tariff items 153.04/8704.51 and 153.04/8704.52 where it appears in Notice No. R. 1082 of Government Gazette No. 45378 on 22 October 2021.



**SUID-AFRIKAANSE INKOMSTEDIENS**

NO. R. 1607

17 Desember 2021

**VERBETERINGSKENNIGSEWING****DOEANE EN AKSYNS WET, 1964  
WYSIGING VAN BYLAE NO. 1 (1/3E/27)**

Goewernments Kennisgewing No. R. 1082 van Staatskoerant No. 45378 op 22 Oktober 2021 word hierby reggestel deur-

Deur die vervanging van die bewoording "G.V.W" met die woord "B.V.M" in tariefitem 153.04/8704.51 en 153.04/8704.52 waar dit verskyn in Kennisgewing No. R. 1082 van Staatskoerant No. 45378 op 22 Oktober 2021.

## DEPARTMENT OF SOCIAL DEVELOPMENT

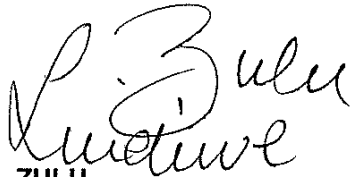
NO. R. 16010

17 December 2021

**CALL FOR PUBLIC COMMENTS****SOCIAL SERVICE PROFESSIONS ACT, 1978 (Act No. 110 OF 1978)****REGULATIONS DEFINING THE SCOPE OF PRACTICE OF THE PROFESSION OF  
SOCIAL WORK**

I, Lindiwe Zulu, Minister of Social Development, on the recommendation of the South African Council for Social Service Professions intends to make the Regulations in terms of section 28(1)(gB) of the Social Service Professions Act, 1978 (Act No. 110 of 1978).

Interested persons or organisations are invited to submit substantiated written comments or representations on the proposed regulations in the Schedule to the Minister for Social Development, Private Bag X 901, Pretoria, 0001 or 134 Pretorius Street, HSRC Building, Pretoria 0001; (for the attention of Ms AG Rapoo) or by email [ProfessionalSupport@dsd.gov.za](mailto:ProfessionalSupport@dsd.gov.za) within 30 calendar days from the date of publication of this Notice in the Government Gazette. Only comments and submissions made in the attached format will be accepted.



MS L ZULU

MINISTER FOR SOCIAL DEVELOPMENT

DATE: 27.10.2021

## SCHEDULE

**CALL FOR PUBLIC COMMENTS**

SOCIAL SERVICE PROFESSIONS ACT, 1978 (Act No. 110 OF 1978)

**REGULATIONS DEFINING THE SCOPE OF PRACTICE OF THE PROFESSION OF  
SOCIAL WORK****FORMAT FOR SUBMISSION OF PUBLIC COMMENTS**

<b>CLAUSE COMMENTED ON</b> <i>(indicate specific clause commented on)</i>	<b>PROPOSAL</b> <i>(provide a clear proposal on how the particular clause should be developed)</i>	<b>MOTIVATION</b> <i>(provide detailed motivation for the proposal)</i>
1. Definitions		
2. Scope of social work		
3. Scope of practice of social auxiliary worker and student social auxiliary worker		

## 1. Definitions

In these Regulations any word or expression to which a meaning has been assigned in the Act, shall have such meaning, unless the context indicates otherwise-

**'Act'** means the Social Service Professions Act 1978, (Act No. 110 of 1978) and includes the regulations; schedules and rules;

**'client'** means any person, who has either asked for or has sanctioned social work services, and who has entered into an agreement with a social worker;

**'competence'** means a level of performance demonstrating the effective application of specific knowledge, skills, judgement and personal attributes required to practise safely and ethically in a designated role and setting;

**'scope of practice'** means the parameters within which a social worker may practice;

**'social auxiliary work'** means an act or activity practiced by a social auxiliary worker under the supervision of a social worker; and

**'student social auxiliary worker'** means a person who is conditionally registered in terms of Regulation 3 of Regulations Relating to the Registration of Social Auxiliary Workers and the Holding of Disciplinary Inquiries (Government Notice 103 dated 18 February 2011 published in Government Gazette 34020).

## 2. Scope of social work

- (1) The following acts fall within the scope of practice of the profession of social work:
  - (a) any function, power, duty or obligation conferred, assigned, or imposed by any Act of Parliament on a social worker;

- (b) providing counselling, psychoeducational, supportive, treatment, evaluation developmental, therapeutic and referral services to any person through the application of evidence based social work interventions;
- (c) socio-legal issues in relation to social work interventions;
- (d) assessing risks, social functioning and psychosocial aspects associated with any person;
- (e) provide prevention, early intervention, statutory, residential and alternative care, and reunification and aftercare services as part of continuum of interrelated interventions;
- (f) formulate intervention plans, interventions, referring, monitoring and evaluating of clients;
- (g) crisis intervention to provide support, protection and/or trauma counselling to clients who are vulnerable or are at risk;
- (h) training, education and supervision of other registered social workers, social auxiliary workers, student social auxiliary worker and student social workers;
- (i) perform social work assessments utilising assessment tools approved by the Professional Board for Social Work;
- (j) facilitate the continuing competence of registered social workers, social auxiliary, student social auxiliary worker and student social workers through continuing professional development opportunities;
- (k) case management;
- (l) design, conduct, manage, report on, and supervising research into the theory and practice of social work in accordance with the Policy on the Course of Conduct, Code of Ethics and the Rules for Social Workers registered under

the Act and accepted national and international ethical requirements for research;

- (m) develop, contribute to, promote, influence, implement, analyse and evaluate policies aimed at improving social conditions, social change, equality and social justice based on social work theory and research;
- (n) advocacy in relation to social inequalities, social justice and human rights to improve social work outcomes for individuals, groups and communities and long terms sustainable social development;
- (o) providing services to challenge and change all forms of discriminatory and oppressive social structures, particularly those related to class, race and gender; or
- (p) providing expert evidence and/or opinions.

(2) A student social worker may perform, on the instructions and under the direct supervision of a social worker, any of the acts prescribed in sub-regulation (1), and delegated to him or her by that social worker as part of his or her education, tuition, training, field instruction or internship; unless the performance of such an act is prohibited by law.

### **3. Scope of practice of social auxiliary worker and student social auxiliary worker**

(1) A social auxiliary worker and student social auxiliary worker works together with a social worker to achieve the aims of social work in providing social care focusing on the primary needs of clients.

(2) A social auxiliary worker and student social auxiliary worker work under the direct supervision of a social worker on any of the following -

- (a) prevention, education and development programmes which include life skills education, economic empowerment, managing stress and conflict, preparation for the different stages of the life cycle, recreation programmes for people at risk;
- (b) assist the social worker with the implementation of parenting plans, family reunification services and other basic supervision services to clients;
- (c) community-based care which includes direct services aimed at addressing basic needs of the client and community or group needs such as establishing community-based support programmes;
- (d) practical support addressing the material needs, emotional support, practical arrangements, recruitment of volunteers and after care services;
- (e) participate in a multi-disciplinary team;
- (f) accessing and establishing resources, educating communities about how to access and use available resources; and develop the capacity of communities and groups to establish resources;
- (g) administrative support which includes opening files, keeping records, taking minutes of meetings, keeping statistics; and
- (h) research which includes completing questionnaires, processing research data, implementing research findings.

#### **4. Repeal of regulations**

These regulations repeal the Regulations Relating to Acts which especially pertain to the Profession of Social Work.

**5. Short title and commencement**

These regulations are called the Regulations defining the scope of practice of the profession of social work and shall come into operation on the date of publication.



## DEPARTMENT OF SOCIAL DEVELOPMENT

NO. R. 1611

17 December 2021

## CALL FOR PUBLIC COMMENTS

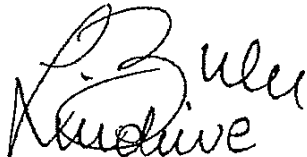
## SOCIAL SERVICE PROFESSIONS ACT 110 OF 1978

AMENDED REGULATIONS RELATING TO ELECTION OF MEMBERS OF THE SOUTH  
AFRICAN COUNCIL FOR SOCIAL SERVICE PROFESSIONS

I, Lindiwe Zulu, Minister of Social Development, in terms of sections (3) (k) and (5) of the Social Service Professions Act, 1978 (Act No. 110 of 1978) and on the recommendation of the South African Council for Social Service Professions intends to amend the regulations in the Schedule.

The Draft regulations intend to amend the *Regulations relating to election of members of the SA Council for Social Service Professions*; published in Government Notice No R. 1698, Government Gazette 19644 of 31 December 1998) as "*Regulations relating to election of members of the SA Council for Social Service Professions; quorum for and procedure at the meetings of the Council and the Executive Committee; accounting records; financial statements; appeal against refusal, penalty or removal from the Register.*

Interested persons or organisations are invited to submit substantiated written comments or representations on the proposed regulations in the Schedule to the Minister for Social Development, Private Bag X 901, Pretoria, 0001 or 134 Pretorius Street, HSRC Building, Pretoria 0001; (for the attention of Ms AG Rapoo) or by email [ProfessionalSupport@dsd.gov.za](mailto:ProfessionalSupport@dsd.gov.za) within 30 calendar days from the date of publication of this Notice in the Government Gazette. Only comments and submissions made in the attached format will be accepted.



MS L ZULU

MINISTER FOR SOCIAL DEVELOPMENT

DATE: 27.10.2021



## GOVERNMENT GAZETTE, [DATE]

## DEPARTMENT OF SOCIAL DEVELOPMENT

No. R.

[DATE]

## CALL FOR PUBLIC COMMENTS

## SOCIAL SERVICE PROFESSIONS ACT 110 OF 1978

AMENDED REGULATIONS RELATING TO ELECTION OF MEMBERS OF THE SOUTH  
AFRICAN COUNCIL FOR SOCIAL SERVICE PROFESSIONS

## FORMAT FOR SUBMISSION OF PROPOSED AMENDMENTS

CLAUSE COMMENTED ON <i>(indicate specific clause commented on)</i>	PROPOSAL <i>(provide a clear proposal on how the particular clause should be amended)</i>	MOTIVATION <i>(provide detailed motivation for the proposal)</i>
Definitions		
Qualification of voters		
Submission of nominations		
Nomination of candidates		
Issuing of ballot papers		
Ballot papers		
Examination and safe- keeping of papers received by the returning officer		
Determination of result of election		
General provisions		
Annexure "Form 1A, B, 2A,2B, 2C, 2D, 2E, 2F, 2G, Form 3, 4A, 4B and Form 5")	Amendments must be made directly in the applicable annexures and <b><u>bold font and underlined</u></b>	

## GOVERNMENT GAZETTE, [DATE]

**AMENDED REGULATIONS RELATING TO ELECTION OF MEMBERS OF THE SOUTH AFRICAN COUNCIL FOR SOCIAL SERVICE PROFESSIONS**

The Minister of Social Development has in terms of sections (3) and (5) of the Social Service Professions Act, 1978 (Act No. 110 of 1978) as amended, and on the recommendation of the South African Council for Social Service Professions, made amendments to the regulations in the Schedule hereto.

**GENERAL EXPLANATORY NOTE:**

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

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

**Amendment of Regulation 1**

1. Regulation 1 of the Regulations is hereby amended:

(a) by the substitution of the definition of "ballot paper" for the following definition-

"**ballot paper**" means an electronic format or hardcopy of the ballot paper referred to in regulation 13;

**Amendment of Regulation 4**

2. Regulation 4 of the Regulations is hereby amended by deletion of the words "or the person deputising for him/her" as follows:

"The registrar [**or the person deputising for him/her**] shall be the returning officer for elections held in terms of these Regulations."

## GOVERNMENT GAZETTE, [DATE]

**Amendment of Regulation 5**

3. Regulation 5 of the Regulations is hereby amended by the substitution of regulation 5 for the following:

- "5 (1) The returning officer shall, not more than 90 days and not less than 45 days prior to election, publish a notice in the Gazette in the form of Form1A.
- (2) If a member vacates his or her office prior to the expiry of the term of office of the members of the council the notice referred to in sub regulation (1) shall be published in the Gazette as soon as possible after the date on which such member vacates his or her office.
- (3) Nominations of candidates for the election of the number of members to be elected, may be submitted to the returning officer by post, fax, email or by hand up to the date and hour specified in Form1A which date shall not be later than 30 days after the date of publication of such notice."

**Amendment of Regulation 6**

5. Regulation 6 of the Regulations is hereby amended by the substitution of Regulation 6(1) and (2) for the following-

- 6(1) Each candidate shall be nominated on the nomination form as set out in Form 1A and Form 1B and nominations shall reach-
- (a) in the case of members to be elected in terms of section 5(1)(a) and (b) the returning officer shall not later than the hour and the date indicated in Form 1A; and
- (b) in case of members to be appointed by the Minister in terms of section 5 (1) (c) (i), (iii), (iv), (v) and (vii) the Minister shall no later than the date indicated by the Minister in Form 2A.
- (2) Nominations shall be lodged in respect of section 5(1)(a), (b) and (c) (i) and (iii), (iv-viii) of the Act.

6. Regulation 6 of the Regulations is hereby amended by the substitution of Regulation 6(3(c) and (d) for the following-

## GOVERNMENT GAZETTE, [DATE]

“(c) The Minister shall for the purposes of any nominations in terms of subsections 1(c)(vi) and (viii), respectively, address a written request for such nominations to the Minister of Higher Education and Training in the national sphere of government and to the heads of the departments responsible for welfare matters in the provincial sphere of government, respectively.

“(d) The Minister shall for the purposes of any nominations in terms of subsection 1(c) (vi) and (vii) respectively address a written request for such nominations to the Minister of Higher Education and Training in the national sphere of government and to the heads of departments responsible for welfare matters in the provincial sphere of government, respectively.”

**Amendment of Regulation 7**

6. Regulation 7 of the Regulations is hereby amended by-

(a) the substitution, in sub-regulation (1)(e) of the amount of “R50” for the amount of R100 as follows:

“(e) he or she deposits with the returning officer an amount of [R50] R100.00 before the expiry of the nomination time.”;

(b) the insertion, in sub-regulation (2)(b), after the word “candidate” of the words “with the minimum number of votes” as follows:

“(b) if he or she receives a number of votes greater than or equal to at least one third of the total number of votes received by the elected candidate with the minimum number of votes.”

**Amendment of Regulation 12**

8. Regulation 12 of the Regulations is hereby amended by –

(a) the substitution of sub-regulation (1) for the following sub-regulation:

“(1) If an election by ballot becomes necessary, the returning officer shall publish a ballot paper, subject to sub-regulation (2), for electronic voting, which shall also contain the directions concerning the procedure to be followed by the voter in order to vote.”

## GOVERNMENT GAZETTE, [DATE]

- (b) the insertion of sub-regulation (1A) after sub-regulation (1) as follows:
- “(1A) The returning officer shall through a written request and by notice in the Gazette inform all eligible voters to indicate in writing if he or she is not able to participate in the electronic voting contemplated in sub-regulation (1) no later than 30 days before the closing date of the polling, where after the returning officer shall dispatch a paper-based ballot paper in the form of Annexure C together with directions concerning the procedure to be followed by the eligible voter in order to vote and the procedure to be followed for the return of the said documents.”
- (c) by the substitution of sub-regulation (2) for the following:
- “(2) The returning officer shall allocate a serial number to each ballot paper dispatched in terms of sub-regulation (1A) and shall record the date of dispatch thereof.”
- (d) the insertion, in sub-regulation (3), after the word “dispatched” of the words “as contemplated in sub-regulation (1A), as follows:
- “(3) Where a letter or identification envelope so dispatched, as contemplated in sub-regulation (1A), is lost or destroyed or spoilt, the returning officer shall, if on the strength of an affidavit, he/she is satisfied of such loss or destruction or spoilage, dispatch or deliver to the voter to whom the original documents were dispatched, at his/her request, a new ballot paper or identification envelope or both.”

**Amendment of Regulation 13**

9. Regulation 13 of the Regulations is hereby amended by –

- (a) the substitution of sub-regulation (3) for the following sub-regulation:
- “(3) An eligible voter voting through an electronic means, as contemplated in regulation 12(1), shall insert his or her registration number in the required space on the electronic ballot paper for the vote to be valid and for the purpose of verification.”
- (b) the insertion of the sub-regulation (3A) after sub-regulation (3) as follows:
- “(3A) An person voting through the post, subject to regulation 12(1A) shall -

## GOVERNMENT GAZETTE, [DATE]

- (a) place his/her ballot paper in the identification envelope and seal it.
  - (b) complete and sign the declaration on the identification envelope in the presence of two witnesses who shall certify his/her signature; and
  - (c) place the identification envelope in a cover envelope addressed to the returning officer and post or otherwise convey it to him/her."
- (c) the substitution, in sub-regulation (4), of the number "(2)" for the number (3A) as follows:
- "(4) On the counterfoil of the ballot paper referred to in sub-regulation **[(2)]** (3A) only the serial number of the ballot paper concerned shall be specified."

**Amendment of Regulation 14**

10. Regulation 14 of the Regulations is hereby substituted for the following:

- "14. The returning officer shall -
- (a) ensure that voting through an electronic vote are done in a manner that is secure and that no other person, except for him/herself has access to the electronic folder for receiving and storing the votes up to and/or on the end of the last day of polling;
  - (b) place each identification envelope for a vote done in terms of regulation 13(4) received by him/her unopened in a ballot box previously sealed by him/her in the presence of a candidate, agent or polling officer while it was empty, and shall keep such ballot box in safe custody up to and/or on the end of the polling day so that no person other than him/herself shall have access to it."

**Amendment of Regulation 15**

11. Regulation 15 of the Regulations is hereby amended by –

- (a) by the substitution of sub-regulation (1) for the following sub-regulation:

"(1) The returning officer shall, as soon as possible after polling day, but not later than five working days thereafter, in the presence of the candidates, agents and polling officers, commence to determine the result of the election and shall –

## GOVERNMENT GAZETTE, [DATE]

- (a) examine the electronic voting records to determine whether the conditions as contemplated in regulation 14(3) were adhered to as to determine the validity of the votes.
  - (b) examine the identification envelopes received through postal votes to determine whether the declarations were completed in accordance with the provisions of regulation 13(4), where after:
    - (i) open such identification envelopes which in his/her opinion meet the requirements of regulation 13(4) and place the ballot papers in a ballot box sealed in the manner referred to in regulation 14; and
    - (ii) examine the ballot papers and determine the validity of such ballot papers received.
- (b) by the substitution of sub-regulation (2) for the following sub-regulation:
- “(2) The returning officer shall reject a ballot paper in each instance where the voter –
- (a) who has voted through an electronic platform contemplated in regulation 13(3) –
    - (i) has not inserted his or her registration number as a form of unique identification in terms of regulation 13(3);
    - (ii) has not completed the declaration of identity included in the ballot paper similar to Form 3;
    - (iii) has submitted more than one electronic ballot paper, in which case all ballot papers will be rejected;
    - (iv) has submitted a paper ballot paper and an electronic ballot paper, in which case both ballot papers will be rejected;
    - (v) has voted for more candidates than what he or she is allowed to;
    - (vi) has voted for a category of persons he or she is not eligible to vote for based on his or her registration category.
  - (b) who has voted through the post as contemplated in regulation 13(4) -
    - (i) has not returned such ballot paper in the identification envelope;
    - (ii) has neglected to complete the declaration on the identification envelope in every particular in accordance with the provisions or regulation 13(4);
    - (iii) has not marked his/her ballot paper or his/her ballot paper is invalid owing to any uncertainty.



## GOVERNMENT GAZETTE, [DATE]

- (iv) has submitted a paper and an electronic ballot paper, in which case both ballot papers will be rejected;
  - (v) has voted for more than one vote per candidate or has returned more than one ballot paper; and
  - (vi) has voted for a person who was not a candidate; in which case the votes cast on such ballot paper shall not be taken into account at the counting of the votes recorded at the election."
- (c) by the insertion, in sub-regulation (14) of the words "but not later than 30 calendar days after the closing date of the polling" as follows:
- "(11) The returning officer shall as soon as possible, but not later than 30 calendar days after the closing date of the polling, cause the result of the election, including the number of votes recorded for each candidate, to be published in the Gazette."

**Amendment of Regulation 16**

12. Regulation 16 of the Regulations is hereby amended by –

- (a) the addition of paragraph (d) after sub-regulation (1)(c) as follows:

"(d) Seal a printout of all electronic votes which clearly indicates rejected ballot papers as well as valid ballot papers, marked "electronic ballot papers)."
- (b) by the addition of sub-regulation (3) after subregulation (2) as follows:

"(3) The Registrar shall destroy the unopened parcels contemplated in sub-regulation (2) in accordance with the prescribed procedures after the period contemplated in sub-regulation (2) has expired."

**Amendment of Regulation 18**

13. Regulation 18 of the Regulations is hereby amended by the insertion between the words "examination of" and "papers" of the word "ballot" as follows:

- "18. The returning officer and every polling officer, candidate or agent who is entitled to be present at the examination of ballot papers or the determination of the

**GOVERNMENT GAZETTE, [DATE]**

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result of the election in terms of regulation 15 shall, before he or she assumes the office of returning officer or before he or she may be so present as polling officer, candidate or agent, make a declaration on oath or affirmation in the form of Annexure F.”

**Amendment of Regulation 19**

14. Regulation 19 of the Regulations is hereby deleted.

**Amendment of Annexure A, B, C, D, E and F.**

15. The wording of Annexures A, B, C, D, E and F are substituted as per the similar numbered Forms to these regulations as follows.
- (a) Annexure A is substituted for the Form 1A and Form 1B,
  - (b) Annexure B is substituted for Form 2A, 2B, 2C, 2D, 2E
  - (c) Annexure C is substituted for Form 3
  - (d) Annexure D is substitute for Form 4A
  - (e) Annexure E is substituted for Form 4B
  - (f) Annexure F is substituted for Form 5

## GOVERNMENT GAZETTE, [DATE]

**[Annexure A] FORM 1A****NOMINATION FOR ELECTIONS OF PERSONS TO BE APPOINTED AS MEMBERS OF COUNCIL  
IN TERMS OF SECTION (5) (1) (a) OF SOCIAL SERVICE PROFESSIONS ACT, ACT 110/1978****Instruction Note:**

- (a) This is for completion by a social worker
- (b) Each candidate shall be nominated separately in one form
- (c) Each social worker may sign not more than six (6) nomination forms.

**PART 1: NOMINATION OF CANDIDATE**

I nominate (*print the full first names, surname and registration number of the candidate as they appear in the Register*):

First names: .....

Surname: .....

SACSSP Registration number: .....

for election as a member of the South African Council for Social Service Professions as contemplated in section 5(1)(a) of the Social Service Professions Act 110 of 1978.

**PART 2: DECLARATION BY PERSON WHO NOMINATES**

I, (*print the full names, surname and registration number as they appear in the register*)

Full first names and surname: ..... with

SACSSP registration number: .....,

declare that I am a South African citizen resident in the Republic at (state full residential address):

.....

.....

.....  
**Signature of person nominating**

.....  
**Date**

**Co-signed by two witnesses**

Full names and surname: .....

ID number: .....

.....  
*Signature witness (2)*

Full names and surname:

.....

ID number: .....

GOVERNMENT GAZETTE, [DATE]

**PART 3: CONSENT TO NOMINATION**

Each candidate shall lodge with the returning officer –

- (a) a curriculum vitae of not more than **150 words**, including, where possible, a telephone and/or fax number where the candidate may be reached;
- (b) a clear passport size photograph on which the candidate's name and SACSSP registration number are indicated on the back;
- (c) a deposit to the amount as indicate in regulation 7(1)(e);
- (d) his or her consent to the nomination in the following form:

I (print full first names, surname and registration number as they appear in the register)

First names: .....

Surname: .....

SACSSP Registration number: .....

declare that –

- (a) I represent the category for which I am nominated;
- (b) I am a South African citizen;
- (c) I am permanently resident in the Republic at (state full residential address)

.....  
.....

I agree to accept nomination for election as member of the South African Council for Social Service Professions

.....  
**Signature of nominee**

.....  
**Date**

**Co-signed by two witnesses**

.....  
*Signature witness (1)*

Full names and surname: .....

ID number: .....

.....  
*Signature witness (2)*

Full names and surname: .....

ID number: .....

**NOTE:** If the person nominated is unable to sign the nomination form, he or she may inform the returning officer by letter or facsimile transmission or email that he or she consents to his or her nomination and co-signed by two witnesses.

GOVERNMENT GAZETTE, [DATE]

[

**FORM 1B**

**NOMINATION FOR ELECTIONS OF PERSONS TO BE APPOINTED AS MEMBERS OF COUNCIL  
IN TERMS OF SECTION (5) (1) (b) OF SOCIAL SERVICE PROFESSIONS ACT, ACT 110/1978**

**Instruction Note:**

- (a) This is for completion by a Child and Youth Care Worker
- (b) Each candidate shall be nominated separately in one form
- (c) Each Child and Youth Care Worker may sign not more than six (6) nomination forms.

**PART 1: NOMINATION OF CANDIDATE**

I nominate (*print the full first names, surname and registration number of the candidate as they appear in the Register*):

First names: .....

Surname: .....

SACSSP Registration number: .....

for election as a member of the South African Council for Social Service Professions as contemplated in section 5(1)(b) of the Social Service Professions Act 110 of 1978.

**PART 2: DECLARATION BY PERSON WHO NOMINATES**

I, (*print the full names, surname and registration number as they appear in the register*)

Full first names and surname: ..... with

SACSSP registration number: ....., declare that I am a South African citizen resident in the Republic at (state full residential address):

.....  
.....

.....  
**Signature of person nominating**

.....  
**Date**

**Co-signed by two witnesses**

.....

*Signature witness (1)*

Full names and surname: .....

ID number: .....

.....

*Signature witness (2)*

Full names and surname: .....

ID number: .....

GOVERNMENT GAZETTE, [DATE]

**PART 3: CONSENT TO NOMINATION**

Each candidate shall lodge with the returning officer –

- (e) a curriculum vitae of not more than **150 words**, including, where possible, a telephone and/or fax number where the candidate may be reached;
- (f) a clear passport size photograph on which the candidate's name and SACSSP registration number are indicated on the back;
- (g) a deposit to the amount as indicate in regulation 7(1)(e);
- (h) his or her consent to the nomination in the following form:

I (print full first names, surname and registration number as they appear in the register)

First names: .....

Surname: ..... SACSSP Registration number:.....

declare that –

- (d) I represent the category for which I am nominated;
- (e) I am a South African citizen;
- (f) I am permanently resident in the Republic at (state full residential address)

.....  
.....

I agree to accept nomination for election as member of the South African Council for Social Service Professions.

.....  
**Signature of nominee**

.....  
**Date**

**Co-signed by two witnesses**

.....  
*Signature witness (1)*

Full names and surname: .....

ID number: .....

*Signature witness (2)*

Full names and surname: .....

ID number: .....

**NOTE:** If the person nominated is unable to sign the nomination form, he or she may inform the returning officer by letter or facsimile transmission or email that he or she consents to his or her nomination and co-signed by two witnesses.

## GOVERNMENT GAZETTE, [DATE]

**[Annexure B] FORM 2A****NOMINATION FOR ELECTIONS OF PERSONS TO BE APPOINTED AS MEMBERS OF COUNCIL  
IN TERMS OF SECTION (5) (1) (c) OF SOCIAL SERVICE PROFESSIONS ACT, ACT 110/1978****Instruction Note:**

- (a) This is for completion by persons from Training Institutions
- (b) Each candidate shall be nominated separately in one form
- (c) Each person may sign not more than six (6) nomination forms.

**PART 1: NOMINATION FORM**

I .....(full details of the person making a nomination) nominate:

First names: .....

Surname: ..... Qualification.....representing,

Name of training institution: .....

for nomination as a candidate to be appointed by the Minister of Social Development as a member of the South African Council for Social Service Professions representing training institutions as contemplated in section 5(1)(c) (i).

**PART 2: DECLARATION BY PERSON WHO NOMINATES**

I declare that I am a South African citizen resident in the Republic at (state full residential address):

.....  
 .....

.....  
**Signature of person nominating**

.....  
**Date**

**Co-signed by two witnesses**

.....  
*Signature witness (1)*

Full names and surname: .....

ID number: .....

.....  
*Signature witness (2)*

Full names and surname: .....

ID number: .....

GOVERNMENT GAZETTE, [DATE]

Simultaneously with the lodging of the nomination, each candidate shall lodge with the Minister –

- (a) a curriculum vitae of not more than **150 words**, including, contact details, a telephone and email address;
- (b) a clear copy of Identity document (card) or Passport including where candidate’s name and ID number) are indicated on the back; and
- (c) his or her consent to the nomination.

**PART 3: CONSENT TO NOMINATION**

I, (full names of person being nominated).....

Surname: .....ID number.....

Declare that-

- (a) I represent the category for which I am nominated
- (b) I am a South African citizen;
- (c) I am permanently resident in the Republic at (state full residential address)

.....  
.....and

Consent to the nomination as a candidate to be appointed by the Minister as a member of the South African Council for Social Service Professions representing Training Institutions section 5(1)(c) (i) of the Social Service Professions Act 110 of 1978.

.....  
**Signature of nominee**

.....  
**Date**

**Co-signed by two witnesses**

.....  
*Signature witness (1)*

Full names and surname: .....

ID number: .....

.....  
*Signature witness (2)*

Full names and surname: .....

ID number: .....

**NOTE:** If the person nominated is unable to sign the nomination form, he or she may inform the minister by letter or facsimile transmission or email that he or she consents to his or her nomination and co-signed by two witnesses.



GOVERNMENT GAZETTE, [DATE]

**[Annexure B] FORM 2B**

NOMINATION FOR ELECTIONS OF PERSONS TO BE APPOINTED AS MEMBERS OF COUNCIL  
IN TERMS OF SECTION (5) (1) (c) OF SOCIAL SERVICE PROFESIONS ACT, ACT 110/1978

***Instruction Note:***

- (a) This is for completion by persons from National Forums & Networks in the sector
- (b) Each candidate shall be nominated separately in one form
- (c) Each person may sign not more than six (6) nomination forms.

**PART 1: NOMINATION FORM**

I (full details of the person making a nomination) nominate:

First names: .....

Surname: ..... ID Number.....

Name of national forum or network: .....

SACSSP Registration number: ..... (only if applicable / not required)

for nomination as a candidate to be appointed by the Minister of Social Development as contemplated in section 5(1)(c) (iii).

**PART 2: DECLARATION BY PERSON WHO NOMINATES**

I declare that I am a South African citizen resident in the Republic at (state full residential address):

.....  
.....

.....  
**Signature of person nominating**

.....  
**Date**

**Co-signed by two witnesses**

.....  
*Signature witness (1)*

Full names and surname: .....

ID number: .....

.....  
*Signature witness (2)*

Full names and surname: .....

ID number: .....

Simultaneously with the lodging of the nomination, each candidate shall lodge with the Minister –

- (d) a curriculum vitae of not more than **150 words**, including, contact details, a telephone and email address;

GOVERNMENT GAZETTE, [DATE]

- (e) a clear copy of Identity document (card) or Passport including where candidate's name and ID number) are indicated on the back; and
- (f) his or her consent to the nomination.

**PART 3: CONSENT TO NOMINATION**

**NOTE:** If the person nominated is unable to complete and sign the nomination form, he or she may inform the minister by letter or facsimile transmission or email that he or she consents to his or her nomination and co-signed by two witnesses.

I, (full names of person being nominated)

First names: .....

Surname: ..... ID number..... declare that

- (a) I represent the category for which I am nominated
- (b) I operate at leadership position in the network as.....
- (c) I am a South African citizen;
- (d) I am permanently resident in the Republic at (state full residential address)

.....  
.....and

Consent to the nomination as a candidate to be appointed by the Minister as a member of the South African Council for Social Service Professions representing Training Institutions section 5(1)(c) (iii) of the Social Service Professions Act 110 of 1978.

.....  
**Signature of nominee**

.....  
**Date**

**Co-signed by two witnesses**

.....  
*Signature witness (1)*

Full names and surname: .....

ID number: .....

.....  
*Signature witness (2)*

Full names and surname: .....

ID number: .....

**NOTE:** If the person nominated is unable to sign the nomination form, he or she may inform the minister by letter or facsimile transmission or email that he or she consents to his or her nomination and co-signed by two witnesses.

## GOVERNMENT GAZETTE, [DATE]

**[Annexure B] FORM 2C****NOMINATION FOR ELECTIONS OF PERSONS TO BE APPOINTED AS MEMBERS OF COUNCIL  
IN TERMS OF SECTION (5) (1) (c) OF SOCIAL SERVICE PROFESSIONS ACT, ACT 110/1978****Instruction Note:**

- (a) This is for completion by persons representing Organised Labour  
 (b) Each candidate shall be nominated separately in one form  
 (c) Each person may sign not more than six (6) nomination forms.

**PART 1: NOMINATION FORM**

I (*full details of the person making a nomination*) nominate:

First names: .....

Surname: ..... ID Number..... representing

Name of trade union: .....

as a candidate to be appointed by the Minister of Social Development as a member of the South African Council for Social Service Professions as contemplated in section 5(1)(c) (iv).

**PART 2: DECLARATION BY PERSON WHO NOMINATES**

I declare that I am a South African citizen resident in the Republic at (state full residential address):

.....  
 .....

.....  
**Signature of person nominating**

.....  
**Date**

**Co-signed by two witnesses**

.....  
 Signature witness (1)

Full names and surname: .....

ID number: .....

.....  
 Signature witness (2)

Full names and surname: .....

ID number: .....

Simultaneously with the lodging of the nomination, each candidate shall lodge with the Minister –

- (e) a curriculum vitae of not more than **150 words**, including, contact details, a telephone and email address;  
 (f) a clear copy of Identity document (card) or Passport including where candidate's name and ID number) are indicated on the back; and

GOVERNMENT GAZETTE, [DATE]

(g) his or her consent to the nomination.

**PART 3: CONSENT TO NOMINATION**

I, (full names of the person being nominated)

First names: .....

Surname: .....ID number.....

- (a) I represent and belong to the category for which I am nominated
- (b) I am a South African citizen; and
- (c) I am permanently resident in the Republic at the residential address:

.....  
.....

Consent to the nomination as a candidate to be appointed by the Minister as a member of the South African Council for Social Service Professions representing Training Institutions section 5(1)(c) (iv) of the Social Service Professions Act 110 of 1978

.....  
**Signature of nominee**

.....  
**Date**

**Co-signed by two witnesses**

.....  
*Signature witness (1)*

Full names and surname: .....

ID number: .....

.....  
*Signature witness (2)*

Full names and surname: .....

ID number: .....

**NOTE:** If the person nominated is unable to sign the nomination form, he or she may inform the minister by letter or facsimile transmission or email that he or she consents to his or her nomination and co-signed by two witnesses.

## GOVERNMENT GAZETTE, [DATE]

**[Annexure B] FORM 2D****NOMINATION OF PERSON TO BE APPOINTED AS MEMBERS OF THE COUNCIL IN  
TERMS OF SECTION (5) (1) (c)****Instruction Note:**

- (a) This is for completion by persons from the Business Sector
- (b) Each candidate shall be nominated separately in one form
- (c) Each person may sign not more than six (6) nomination forms.

**PART 1: NOMINATION FORM**

I (full details of the person making a nomination) nominate:

First names: .....

Surname: ..... ID Number.....

Name of company or business sector .....

as a candidate to be appointed by the Minister of Social Development as a member of the Council as contemplated in section 5(1)(c) (v)

**PART 2: DECLARATION BY PERSON WHO NOMINATES**

I declare that I am a South African citizen resident in the Republic at (state full residential address):

.....  
 .....

.....  
**Signature of person nominating**

.....  
**Date**

**Co-signed by two witnesses**

.....  
*Signature witness (1)*

Full names and surname: .....

ID number: .....

.....  
*Signature witness (2)*

Full names and surname: .....

ID number: .....

Simultaneously with the lodging of the nomination, each candidate shall lodge with the Minister –

GOVERNMENT GAZETTE, [DATE]

- (a) a curriculum vitae of not more than **150 words**, including, contact details, a telephone and email address;
- (b) a clear copy of Identity document (card) or Passport including where candidate's name and ID number) are indicated on the back; and
- (c) his or her consent to the nomination.

**PART 3: CONSENT TO NOMINATION**

**NOTE:** If the person nominated is unable to complete and sign the nomination form, he or she may inform the minister by letter or facsimile transmission or email that he or she consents to his or her nomination and co-signed by two witnesses.

I

First names: .....

Surname: .....ID number.....

Confirm that

- (a) I represent the category for which I am nominated
  - (b) I possess financial management, strategic management and leadership skills
  - (c) I am a South African citizen; and
  - (d) I am permanently resident in the Republic at (state full residential address)
- .....
- .....

Consent to the nomination as a candidate to be appointed by the Minister as a member of the South African Council for Social Service Professions representing Training Institutions section 5(1)(c) (iii) of the Social Service Professions Act 110 of 1978 and regulation 6 (1) (b).

.....  
**Signature of nominee**

.....  
**Date**

**Co-signed by two witnesses**

.....  
*Signature witness (1)*

Full names and surname: .....

ID number: .....

.....  
*Signature witness (2)*

Full names and surname: .....

ID number: .....

**GOVERNMENT GAZETTE, [DATE]**

---

**NOTE:** If the person nominated is unable to sign the nomination form, he or she may inform the minister by letter or facsimile transmission or email that he or she consents to his or her nomination and co-signed by two witnesses.

GOVERNMENT GAZETTE, [DATE]

[Annexure B] FORM 2E

NOMINATION OF PERSON TO BE APPOINTED AS MEMBER OF THE COUNCIL SECTION (5) (1) (c) OF THE SOCIAL SERVICE PROFESSIONS ACT, ACT 110 OF 1978

Instruction Note:

- (a) This is for completion by members of the Public
(b) Each candidate shall be nominated separately in one form
(c) Each person may sign not more than six (6) nomination forms.

PART 1: NOMINATION

I (full details of the person making a nomination) nominate:

First names: .....
Surname: ..... ID Number.....

as a candidate to be appointed by the Minister of Social Development as a member of the Council for Social Service Professions as contemplated in section 5(1)(c) (v)

PART 2: DECLARATION BY PERSON WHO NOMINATES

I declare that I am a South African citizen resident in the Republic at (state full residential address):

.....
.....

Signature of person nominating

Date

Co-signed by two witnesses

Signature witness (1)

Full names and surname: .....
ID number: .....

Signature witness (2)

Full names and surname: .....
ID number: .....

Simultaneously with the lodging of the nomination, each candidate shall lodge with the Minister – (a) a curriculum vitae of not more than 150 words, including, contact details, a telephone and email address;



**GOVERNMENT GAZETTE, [DATE]**

- (b) a clear copy of Identity document (card) or Passport including where candidate's name and ID number) are indicated on the back; and
- (c) his or her consent to the nomination.

**PART 3: CONSENT TO NOMINATION**

First names: .....

Surname: .....ID number.....

Confirm that

- (a) I represent the category for which I am nominated
- (b) I meet the set criteria for nomination in the category
- (c) I am a South African citizen; and
- (d) I am permanently resident in the Republic at (state full residential address)

Consent to the nomination as a candidate to be appointed by the Minister as a member of the South African Council for Social Service Professions representing Training Institutions section 5(1)(c) (iii) of the Social Service Professions Act 110 of 1978 and regulation 6 (1) (b) because I meet the following criteria-

Criteria for nomination	Mark X on applicable criteria
Active involvement in social development activities	
Legally qualified and practicing law	
Strategic thinking and leadership skills	
Specialised knowledge in ethics	
Specialised knowledge in marketing	
Person with disabilities	
Knowledge and understanding of social service professions and social service practices	

.....  
**Signature of nominee**

.....  
**Date**

**Co-signed by two witnesses**

.....  
*Signature witness (1)*

Full names and surname: .....

ID number: .....

.....  
*Signature witness (2)*

Full names and surname: .....

ID number: .....

**GOVERNMENT GAZETTE, [DATE]**

---

**NOTE:** If the person nominated is unable to sign the nomination form, he or she may inform the minister by letter or facsimile transmission or email that he or she consents to his or her nomination and co-signed by two witnesses.

## GOVERNMENT GAZETTE, [DATE]

**[Annexure C] FORM 3****VOTER'S DECLARATION OF IDENTITY**

Full first names as on registration certificate.....

Surname as on ID: .....

SACSSP registration number as it appears on the Register: .....

Profession registered for (must correlate with SACSSP registration number): .....

I declare that:

- (a) an electronic or paper ballot paper was issued to me and that I will only exercise my right to vote on the ballot paper issued to me.
- (b) I am a South African citizen.
- (c) I am resident at the following permanent residential address:
- (d) My permanent postal address is:

I certify the above information is correct and that I am an eligible voter in terms of the regulation 2 of the regulations relating to the appointment of members of the council made under the Social Service Professions Act 110 of 1978

Confirmation by voter in accordance with the Ballot Paper issued. (Click on the appropriate box)

Ballot Paper issued	Mark X
Electronic ballot paper	
Paper ballot paper	

.....  
**Signature of voter**.....  
**Date**

## GOVERNMENT GAZETTE, [DATE]

**[Annexure D] FORM 4 A****BALLOT PAPER**

Issued in terms of section 5(1)(a) of the Social Service Professions Act 110 of 1978

**VOTER ID:**

SACSSP registration number: .....

Please read the instruction before you vote.

Candidates nominated by social workers in accordance with section 5(1)(a) of the Act

Names of candidates in alphabetical order by surname (surname, full first names)	SACSSP registration number	Vote with X
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>

**INSTRUCTION TO VOTERS**

1. Each voter shall be entitled to vote for a maximum of six (6) candidates and no more, and shall vote by placing a cross (X) opposite the name(s) of the candidate(s) for whom he/she wishes to vote.
2. A ballot paper shall be rejected if –
 

***(in the case of an electronic ballot paper)***

  - (a) the electronic ballot paper is submitted after the closing date and time of the election, which is ..... (time) ..... (date).
  - (b) has not inserted his or her registration number with the South African Council for Social Service Professions as a form of unique identification in terms of regulation 13(3);
  - (c) has not completed the declaration of identity included in the ballot paper similar to Annexure C;
  - (d) has submitted more than one electronic ballot paper, in which case all ballot papers will be rejected;
  - (e) has submitted a paper ballot paper and an electronic ballot paper, in which case both ballot papers will be rejected;
  - (f) has voted for more candidates than what he or she is allowed to (more than 6 votes);
  - (g) has voted for a category of persons he or she is not eligible to vote for based on his or her registration category.

***(in the case of a paper ballot paper)***

---

**GOVERNMENT GAZETTE, [DATE]**


---

- (a) the paper ballot paper is submitted by hand or posted (with the post offices stamp being the identifier) after the closing date and time of the election, which is ..... (time) ..... (date). Provided that posted paper ballot papers reach the returning office no later than 10 working days after the mentioned closing date. Any paper ballot paper sent by post that reaches the returning officer after the aforementioned period shall be rejected.
- (b) has not returned such ballot paper in the identification envelope;
- (c) has neglected to complete the declaration on the identification envelope in every particular in accordance with the provisions or regulation 13(4);
- (d) has not marked his/her ballot paper or his/her ballot paper is invalid owing to any uncertainty,
- (e) has submitted a paper ballot paper and an electronic ballot paper, in which case both ballot papers will be rejected;
- (f) has voted for more than one vote per candidate or has returned more than one ballot paper;
- (g) a paper ballot paper that has been scanned and emailed with be rejected; and
- (h) has voted for a person who was not a candidate; in which case the votes cast on such ballot paper shall not be taken into account at the counting of the votes recorded at the election.

A voter shall submit:

*(in the case of an electronic ballot paper)*

the electronic ballot paper by pressing the electronic button on marked as "submit" at the end.

An electronic ballot paper must be lodged not later than ..... (time) on ..... (day)

..... (month) ..... (year).

*(in the case of a paper ballot paper)*

by folding the paper ballot paper inwards and placed it in the accompanying identification envelope which shall be sealed and then placed in a covering envelope which shall be sealed and addressed to the returning officer at the following address:

**By hand to:** SACSSP, 37 Annie Botha Avenue, Riviera, Pretoria 0001, South Africa

**By post to:** SACSSP, Private Bag X12, Gezina, 0031

No paper ballot paper may not be scanned electronically and submitted in any electronic format.

A paper ballot paper lodged by hand with the returning officer at must reach the returning officer not later than ..... (time) on ..... (day) ..... (month) ..... (year).

A paper ballot paper lodged by ordinary postal mail must be posted no later than last date of voting at ..... (time) on ..... (day) ..... (month) ..... (year), provided that such a paper ballot paper reaches the returning officer no later than ten (10) working days after the aforementioned date.

## GOVERNMENT GAZETTE, [DATE]

**[Annexure E] FORM 4 B****BALLOT PAPER**

Issued in terms of section 5(1)(b) of the Social Service Professions Act 110 of 1978

**VOTER ID:**

SACSSP registration number: .....

Please read the instruction before you vote.

Candidates nominated by child and youth care workers in accordance with section 5(1)(b) of the Act

Names of candidates in alphabetical order by surname (surname, full first names)	SACSSP registration number	Vote with X
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>

**INSTRUCTION TO VOTERS**

1. Each voter shall be entitled to vote for a maximum of six (6) candidates and no more, and shall vote by placing a cross (X) opposite the name(s) of the candidate(s) for whom he/she wishes to vote.
2. A ballot paper shall be rejected if –
 

*(in the case of an electronic ballot paper)*

  - (a) the electronic ballot paper is submitted after the closing date and time of the election, which is ..... (time) ..... (date).
  - (b) has not inserted his or her registration number with the South African Council for Social Service Professions as a form of unique identification in terms of regulation 13(3);
  - (c) has not completed the declaration of identity included in the ballot paper similar to Annexure C;
  - (d) has submitted more than one electronic ballot paper, in which case all ballot papers will be rejected;
  - (e) has submitted a paper ballot paper and an electronic ballot paper, in which case both ballot papers will be rejected;
  - (f) has voted for more candidates than what he or she is allowed to (more than 6 votes);
  - (g) has voted for a category of persons he or she is not eligible to vote for based on his or her registration category.

*(in the case of a paper ballot paper)*

  - (a) the paper ballot paper is submitted by hand or posted (with the post offices stamp being the identifier) after the closing date and time of the election, which is ..... (time) ..... (date). Provided that posted paper ballot papers reach the returning office no later than 10 working days after the mentioned closing date. Any paper ballot paper sent by post that reaches the returning officer after the aforementioned period shall be rejected.
  - (b) has not returned such ballot paper in the identification envelope;
  - (c) has neglected to complete the declaration on the identification envelope in every particular in accordance with the provisions or regulation 13(4);

## GOVERNMENT GAZETTE, [DATE]

- (d) has not marked his/her ballot paper or his/her ballot paper is invalid owing to any uncertainty,
- (e) has submitted a paper ballot paper and an electronic ballot paper, in which case both ballot papers will be rejected;
- (f) has voted for more than one vote per candidate or has returned more than one ballot paper;
- (g) a paper ballot paper that has been scanned and emailed with be rejected; and
- (h) has voted for a person who was not a candidate; in which case the votes cast on such ballot paper shall not be taken into account at the counting of the votes recorded at the election.

A voter shall submit:

*(in the case of an electronic ballot paper)*

the electronic ballot paper by pressing the electronic button on marked as "submit" at the end.

An electronic ballot paper must be lodged not later than ..... (time) on ..... (day)

..... (month) ..... (year).

*(in the case of a paper ballot paper)*

by folding the paper ballot paper inwards and placed it in the accompanying identification envelope which shall be sealed and then placed in a covering envelope which shall be sealed and addressed to the returning officer at the following address:

**By hand to:** SACSSP, 37 Annie Botha Avenue, Riviera, Pretoria 0001, South Africa

**By post to:** SACSSP, Private Bag X12, Gezina, 0031

No paper ballot paper may not be scanned electronically and submitted in any electronic format.

A paper ballot paper lodged by hand with the returning officer at must reach the returning officer not later than ..... (time) on ..... (day) ..... (month) ..... (year).

A paper ballot paper lodged by ordinary postal mail must be posted no later than last date of voting at ..... (time) on ..... (day) ..... (month) ..... (year), provided that such a paper ballot paper reaches the returning officer no later than ten (10) working days after the aforementioned date.

GOVERNMENT GAZETTE, [DATE]

[Annexure F] FORM 5

**DECLARATION ON OATH OR AFFIRMATION FOR POLLING OFFICERS OR PERSONS PRESENT DURING THE EXAMINATION OF BALLOT PAPERS OR THE DETERMINATION OF THE ELECTION**

I, ..... (full names and surname), herewith declare on oath/affirm that I shall undertake to maintain and to help maintain the confidentiality of the voting at the elections of the South African Council for Social Service Professions in terms of the *Social Service Professions Act 110 of 1978* and not to, except for lawful reasons, disclose any information to anyone else who may reasonably be expected to defeat the confidentiality of such voting.

.....  
**Signature of voter**

.....  
**Date**

I certify that the deponent has acknowledged that he/she understands the contents of this declaration/affirmation. The declaration / affirmation was sworn to/affirmed before me and the deponent's signature was placed thereon in my presence.

.....  
**Commissioner of Oaths**

Office held.....

Date: .....

Place: .....



## DEPARTMENT OF SPORTS, ARTS AND CULTURE

NO. R. 1612

17 December 2021



## SOUTH AFRICAN HERITAGE RESOURCES AGENCY

**REGULATIONS IN ACCORDANCE WITH THE PROVISIONS OF SECTION 9 OF THE NATIONAL HERITAGE RESOURCES ACT, NO 25 OF 1999:**

Regulations in accordance with the provisions of section 9 of the National Heritage Resources Act, No. 25 of 1999 ("NHRA") that replaces the previous Regulations, **No. 40691 of 17 March 2017**, in terms of section 9(3)(a) of the NHRA. The main objective of these Regulations is to provide standards for conservation and maintenance of heritage resources that are in the control of all branches of the State and state supported bodies.

This notice on the updated/amended section 9 Regulations is for **public comment** from all interested and affected parties. The **commenting period will commence as soon as the notice is published until 18 February 2022**. Please forward all comments and inputs on the updated/amended Regulations to South African Heritage Resources Agency's contact person for this notice [lmofutsanyana@sahra.org.za](mailto:lmofutsanyana@sahra.org.za).

**Schedule****Arrangement of the Regulations****Chapter I**

1. Definitions
2. Purpose
3. Application
4. Timeframes

**Chapter II**

5. General requirements
6. Criteria to be considered when assessing a notification and a request for comment

**Chapter III**

7. General requirements for maintenance and conservation of heritage resources
8. Standards and procedures for maintenance of movable heritage resources
9. Standards and procedures for maintenance of immovable heritage resources
10. Manner of reporting on maintenance and development
11. Non-compliance

**Appendix I:** See Guidelines for the Minimum Standards for the Management and Conservation of Objects and Collections.

## Chapter I

### 1. Definitions

In these Regulations any word or expression which has been defined in the NHRA and used in these Regulations shall have the meaning assigned to it in that Act, unless the context requires otherwise -

- 1.1 **“Adverse action”** shall mean any action that led to alienation, destruction, permanent modification, or deliberate negative exposure that may lead to deterioration or loss of the heritage resources in the custody or stewardship of the State-owned entity or supported body;
- 1.2 **“Competent Authority”** shall mean the South African Heritage Resources Agency or a Provincial Heritage Resources Authority, competent in line with section 8 of the NHRA;
- 1.3 **“Condition Assessment”** shall mean an assessment conducted by a person with necessary skills to describe the condition of the heritage object: poor, fair, good, damaged or delapidated state, taking into account the surrounding environment, as well as recommendations to mitigate the findings;
- 1.4 **“Conservation”** shall mean protection, maintenance, preservation and sustainable use of places or objects to safeguard their cultural significance;
- 1.5 **“Heritage resources”** shall mean any place or object of cultural significance;
- 1.6 **“Heritage objects”** shall mean any movable property of cultural significance which may be protected in terms of any provisions of the NHRA, including: any archaeological artefact, paleontological and rare geological specimens, meteorites, and other objects referred to in section 3(2)(i) of the NHRA;
- 1.7 **“Immovable heritage resources”** shall mean any structure that has been declared as a National or Provincial site in terms of the NHRA or any structure older than 60 years and any object affixed thereto;
- 1.8 **“National Estate”** may include places, buildings, structures, and equipment of cultural significance; places to which oral traditions are attached or which are associated with living heritage; historical settlements and townscapes; landscapes and natural features of cultural significance; geological sites of scientific or cultural importance; archaeological and palaeontological sites; sites of significance relating to the history of slavery in South Africa; movable objects;
- 1.9 **“Notification”** shall mean the State entity or state supported body or any of their selected representatives, notifying or informing SAHRA, of any proposed action that may adversely affect the heritage resources on SAHRIS in a prescribed manner;
- 1.10 **“Supported body”** shall mean a body funded or financially supported by the State and includes State-owned enterprises;
- 1.11 **“SAHRIS”** means the South African Heritage Resources Information System, developed for the management of heritage resources that form part of the national estate in South Africa as well as for compiling and maintaining the inventory of the national estate or any other system that may replace the said system;
- 1.12 **“The Act”** means the National Heritage Resources Act, 1999 (Act No. 25 of 1999);

1.13 “**Under control**” shall mean or refer to heritage resources owned, managed, leased, or used by the State entities and supported bodies.

## 2. Purpose

2.1 The purpose of these Regulations is to regulate the procedure and criteria as contemplated in section 9 of the NHRA relating to the management of heritage resources in the custody of State or State supported bodies. The aim is to regulate the process by which decisions and comments are made on notifications for any proposed action that may adversely impact on heritage resources. Such decisions and comments must be made to avoid or mitigate detrimental impacts on heritage resources, and to optimise best available conservation and preservation procedures and standards for the management of heritage resources.

2.2 Noting that SAHRA is entrusted with such a responsibility as set out in the NHRA in relation to heritage resources, these Regulations are intended to clarify the manner in which State entities and supported bodies should maintain and conserve heritage resources under their control, in order to facilitate the effective execution of SAHRA's mandate.

2.3 It flows from the above that these Regulations set out standards and procedures for the maintenance and conservation of heritage resources under the control of State entities and supported bodies.

2.4 These Regulations outline the approach for State entities and supported bodies to preserve heritage resources.

2.5 All State entities and supported bodies must, on the request of a heritage resources authority, make available for its use and incorporation into its database, any information which it has on record on heritage resources under its control: provided that the body supplying such information may set out conditions regarding the disclosure and distribution of such information by the heritage resources authority.

## 3. Application

These Regulations apply to all State entities and supported bodies that have heritage resources in their control. Compliance with these regulations does not exempt any State or State supported body from compliance with any other provision of the Act.

## 4. Timeframes

4.1 A period of days must, in terms of these Regulations, be reckoned from or after a particular day. That period must be reckoned as from the start of the day following that particular day to the end of the last day of the period, but if the last day of the period falls on a Saturday, Sunday or public holiday, that period must be extended to the end of the next day which is not a Saturday, Sunday or public holiday.

4.2 For any action contemplated in terms of these regulations for which a timeframe is prescribed, the period of **15 December to 5 January** must be excluded in the reckoning of days or in terms of an announcement made by SAHRA.

4.3 Unless justified by exceptional circumstances, as agreed to by SAHRA, the State entity or state supported body must refrain from conducting any public consultation or engagement process during the period of 15 December to 5 January.

- 4.4 When a state department or any relevant stakeholder is requested to comment in terms of these Regulations, such State department or stakeholder must submit its comments in writing within 30 days from the date on which it was requested to submit comments and if such State department or relevant stakeholder fails to submit comments within such 30 days, it will be regarded that such State department or relevant stakeholder has no comments.
- 4.5 SAHRA must acknowledge receipt of all requests for comments and documents contemplated in these regulations within 14 days of receipt thereof.
- 4.6 SAHRA may designate an appropriate timeframe, at its discretion, regarding the need to conduct public participation, and such decision shall be communicated to the relevant parties.

## Chapter II

### 5. General requirements

- 5.1 Each State entity and supported body must not take any action that will adversely affect a heritage resource unless the authority concerned is satisfied that there is no feasible and prudent alternative to the taking of that action and that all measures that can reasonably be taken to minimise the adverse effect will be taken.
- 5.2 Each State entity and supported body must notify SAHRA of the proposed action and give them a reasonable opportunity to consider and comment on it.
- 5.3 If the proposed action requires a permit or any form of authorisation in terms of the Act and the State entity and state supported body apply to a competent authority, such State entity or state supported body is exempted from informing SAHRA.
- 5.4 At the initiation stage of, or at least 90 days before (whichever is the longest period), taking any adverse action that may affect the heritage resources, a request for comment must be submitted to SAHRA.
- 5.5 All requests for comment in terms of these Regulations must be decided upon by SAHRA.
- 5.6 The notification shall include but is not limited to-
- (a) inventory and description of the heritage resource(s);
  - (b) historical background of the heritage resource(s);
  - (c) good quality images of the heritage resource(s);
  - (d) reason for proposed action;
  - (e) list of stakeholders consulted or intended to be consulted, and any other additional information requested by SAHRA.
- 5.7 Upon receipt of the notification, SAHRA must check whether the notice-
- (a) is properly completed and that it contains the information required;
  - (b) is accompanied by any other documents as required in terms of these Regulations; and
  - (c) conforms to the requirements of these Regulations.

5.8 Institutions that are required to obtain permission from the Minister in terms of section 4(6) of the Cultural Institutions Act 119 of 1998, must subsequently inform SAHRA and comply with the requirements of these Regulations.

#### **6. Criteria to be considered when assessing a notification and a request for comment.**

6.1 When considering the request, SAHRA must have regard to section 9(3)(e) and 3(3), read in conjunction with section 5 of the Act, the need for and desirability of the undertaking of the proposed activity, the requirements of these Regulations, expert advisers' opinion and other public interest in the matter.

6.2 SAHRA must consider and decide upon a request for comment in respect of a proposed action that may result in an adverse impact on the heritage resources. Before issuing a comment, the following will be taken into account-

- (a) the significance of the heritage resource;
- (b) the condition of the heritage resource;
- (c) the reason or motivation that led to the proposed action;
- (d) expert adviser that has knowledge of the heritage resource; and
- (e) any other relevant information.

### **Chapter III**

#### **7. General requirements for maintenance and conservation of heritage resources**

7.1 State entities and supported bodies shall-

- (a) ensure that heritage resources in their control are properly conserved and well maintained and any action required to be taken in respect of those resources is not taken in contravention of the Act;
- (b) before taking any action that may impact the heritage resources, consider principles of heritage management as contained in section 5 of the Act;
- (c) involve communities, and encourage the use and enjoyment of, as well as research and knowledge dissemination on, the heritage resources;
- (d) develop management plans that includes risk assessment of the heritage resources; and
- (e) inform SAHRA as soon as possible if one or more of the heritage resources is damaged, vandalized, or stolen.

### **SECTION A: MOVABLE HERITAGE RESOURCES (HERITAGE OBJECTS)**

#### **8. Standards and procedures for maintenance of heritage objects**

8.1 In addition to general requirements for the conservation and management of heritage resources, the following shall apply to heritage objects-

- (a) State entities and supported bodies must compile and submit inventories detailing the heritage resources under their control to SAHRA. Such inventories must be in accordance with the norms and standards established by SAHRA;
- (b) State entities and supported bodies must conduct a condition assessment of heritage objects, at least once in every three years, unless the objects require regular assessment, and submit said condition assessment to SAHRA;

- (c) The condition assessment must be compiled by a conservator in consultation with SAHRA;
- (d) State entities and supported bodies must provide appropriate storage that is suitable to house the heritage objects;
- (e) Depending on the type of the material of the object/s, the environment or storage area must comply with best practices and standards, taking into account the following-
  - (i) climate control: a temperature and humidity control system should be installed and maintained in a good working condition;
  - (ii) lighting should be monitored regularly, and appropriate action taken, when necessary. Excessive levels of UV radiation from direct sunlight should be minimised as far as possible;
  - (iii) a pest control programme in terms of the conservation standards should be in place to keep the environment pest free;
  - (iv) appropriate security measures that include working alarms, cameras, and physical security, should be implemented to minimise theft or vandalism;
  - (v) a fire detection and prevention system must be in place;
  - (vi) building maintenance must be carried out regularly;
  - (vii) objects shall not be stacked together to minimise damage. Therefore, proper care is required when packing objects in the storage area;
  - (viii) routine regular maintenance and cleaning of the heritage objects should be conducted. Only chemicals and cleaning products which do not damage the integrity of the fabric of the object may be used, and objects on display and in storage need to be maintained;
  - (ix) In addition, the archaeological and paleontological objects must comply with SAHRA guidelines on curatorial considerations for archaeological and paleontological materials;
- (f) If a state entity or state supported body houses large objects that are stored outside the building, they must ensure that-
  - (i) a condition assessment is undertaken to assess the impact of climatic condition on the object(s);
  - (ii) objects are adequately covered by the materials that do not cause more damage if necessary;
  - (iii) adequate security is implemented to minimise vandalism, damage, or theft.

8.2 A State entity or state supported body must ensure that they appoint or delegate an official to oversee the management and conservation of the objects.

8.3 The person appointed or delegated must have appropriate knowledge in the conservation and preservation of heritage objects concerned, and the entity must provide regular training.

## **SECTION B: IMMOVABLE HERITAGE REOURCES (BUILDINGS/STRUCTURES)**

### **9. Standards and procedures for maintenance of immovable heritage resources**

9.1 State entities and supported bodies must conduct maintenance for the purposes of mainly providing care to the heritage resources and this shall include:

- (a) regular inspection and cleaning of a heritage resource, for instance mowing and pruning in a garden;

- (b) repair involving restoration, returning of dislodged or relocated fabric to its original location, for instance, loose roof gutters on a building or displaced rock in a stone wall;
- (c) repair involving reconstruction, replacing of decayed fabric with new fabric; and
- (d) scheduled maintenance of ancillary resources that ensure the sustainability of a heritage resource.

9.2 State entities and supported bodies must restore heritage resources as appropriate. Should there be a need to restore a heritage resource by using new material, this may include recycled material salvaged from other places. The restoration should not be to the detriment of a heritage resource and should maintain the authenticity of the heritage resource as much as possible. If a permit would ordinarily be required in terms of the Act, the State entity or the state supported body shall apply for same before commencing with any such restoration.

9.3 State entities and supported bodies may adapt heritage resources for re-use that will enhance the life span of resources and generate additional income to assist in conservation of the resources, but steps should be taken to ensure that that adaptive re-use does not negatively impact on the significance of the heritage resource.

9.4 State entities and supported bodies must prepare and submit maintenance plans for maintenance of a heritage resource. Yearly restoration and maintenance plans should be drafted and submitted to SAHRA.

9.5 In the event of redevelopment and/or refurbishments-

- (a) The State entities and supported bodies shall do as much as necessary to care for heritage resources under their control and in order to make them useable, but otherwise change them as little as possible so that their cultural significance is retained;
- (b) Any action taken shall be under the direction, permission, supervision, and implementation of a competent authority. Supervision should be maintained at all stages, and any changes should be implemented by people with appropriate knowledge and skills;
- (c) Any action taken shall require construction management plans that shall entail the specific process that will be implemented when an intervention takes place.

9.6 Conservation management plans ("CMP")-

- (a) The State entities and supported bodies must commission and prepare management plans for heritage resources in their control;
- (b) Should any State entity or a supported body commission one CMP for several heritage resources in its control then that State entity or state supported body shall prepare specific plans for each of its heritage resources;
- (c) A CMP should encompass developmental guidelines specific to the heritage resource to guide any form of developmental intervention;
- (d) Management plans should be live documents. All actions taken on the site once the management plan is in effect, should be adapted and included into the management plan;
- (e) Scheduled yearly restoration and maintenance interventions that occur on a yearly basis must be adapted into the conservation management plan as scheduled actions for ease of permitting.

CONTINUES ON PAGE 258 OF BOOK 3

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## **10. Manner of reporting on maintenance and development**

10.1 State entities and supported bodies shall report to SAHRA on development and maintenance of heritage resources in writing, annually. All reports must be captured on the South African Heritage Resources Information System (“SAHRIS”) or registered mail; however, this does not include applications for comments and permits which must be submitted on SAHRIS.

10.2 The reports referred to in 10.1 shall include the following-

- (a) an inventory of all heritage resources in the custody of the State entity or state supported body;
- (b) a discussion on the conditions which necessitated the need for maintenance including, but not limited to, wall collapse, vegetation growth, graffiti, vandalism, fire, accidental damage, general wear-and tear.
- (c) what the proposed maintenance entailed in terms of equipment and methods used;
- (d) a confirmation that a permit, if required by the Act, was issued;
- (e) details of the person(s) that conducted the maintenance work. This shall include their previous experience (if any), the number of people present on site and who was monitoring the maintenance work;
- (f) the period during which the maintenance was conducted (date initiated, and date completed);
- (g) a discussion of the measures in place (if any) to ensure future protection of the heritage resource;
- (h) a report on the number of objects or any other heritage resources disposed of as well as heritage resources that were saved from disposal. The report shall include their location and status; and
- (i) a list of all the qualified service providers that were contracted to undertake the maintenance action taken.

## **11. Non – compliance**

Failure to comply with these Regulations shall have the same results and consequences as set out in the Act on contraventions. In certain instances, the Intergovernmental Relations Framework Act, 13 of 2005 will be applied where appropriate.

## **APPENDIX I**

### **MINIMUM STANDARDS FOR THE MANAGEMENT AND CONSERVATION OF OBJECTS AND COLLECTIONS AT MUSEUMS, UNIVERSITIES, STATE DEPARTMENTS AND SUPPORTED BODIES OR OTHER ORGANISATIONS THAT SAHRA IDENTIFIES AS FORMING PART OF THE NATIONAL ESTATE**

#### **INTRODUCTION**

The South African Heritage Resources Agency (SAHRA), established in terms of the National Heritage Resources Act, No. 25 of 1999 (NHRA) is responsible for the identification, assessment, conservation, management, and promotion of heritage resources that form part of the national estate. Heritage objects form part of the heritage resources and SAHRA regulates their movement outside of South Africa. Heritage Objects may be publicly or privately owned.

Heritage Objects and Collections that SAHRA identifies as forming part of the national estate because they are special and unique, are declared as Specifically Declared Heritage Objects or Collections. Often, identified objects and collections are stored, archived, or displayed at a university, or other organisation where the conservation of objects and collections is not the core function of the institution concerned. In addition, the staff responsible for these heritage objects and collections may not be trained professionals, and the spaces in which the object/s or collections are housed, may be inadequate and temporary, thus placing them at considerable risk. Therefore, this document serves to guide owners and custodians on the minimum standards required to preserve heritage objects and collections for future generations.

The SAHRA has created the South African Heritage Resources Information System (SAHRIS) as a tool for heritage resources management. The objects management functionality complies with the Object ID standards, as developed by Interpol. SAHRIS incorporates a free, fully featured objects management workflow that can be utilised for complete inventory management.

#### **MANAGEMENT OF THE COLLECTION**

A management committee should be established, comprising owner/custodian, or an appointed representative, dedicated staff, and representatives from departments such as Facilities, Finance, Institutional Planning, etc., as well as outside stakeholders. Regular meetings should be held to discuss and address, conservation strategies, and possible risks to the collections. If professional staff do not have the skills and expertise, the necessary and appropriate training programmes should be put in place as soon as possible. Partnerships should be established, wherever possible, with museums that have the expertise and capacity to guide and assist with caring for the collections. Funding will have to be found for the proper care of the object/s or collections and should remain the responsibility of the owner or custodian. If there is no management committee, the relevant department/staff member must take full responsibility for the collection and it must be on the agenda of the department, as well as determining and addressing the risks, conservation needs and procurement of resources.

Guidelines describing terms and conditions under which donations are accepted or refused, must be in place and a register of donations must be maintained together with the associated documentation, including receipts for objects, signed by donors.

Museums should seek to consolidate collection policies, in a meaningful way, to avoid duplication, as well as competition for rare collections. However, change should be encouraged when appropriate.

It may be necessary to limit access to specific collections, e.g. culturally sensitive material, but this should be guided by informed policy. Programmes of cleaning and maintenance of collections, in storage and on exhibition, must be developed and implemented, to keep them free of particulate (dust) and gaseous (from the atmosphere) pollution, insect pests and rodents. The cleaning and maintenance programme should make provision for compliance testing and should be subject to an annual audit.

Storage facilities for heritage collections must meet the following minimum standards:

- Collections must be protected from the damaging effects of sunlight, or visible light (heat) and invisible (UV) radiation. The recommended lighting levels for the various materials in heritage collections should be used.
- There should be some measure of climate control for heritage collections, particularly with regard to temperature and humidity. Extremes in relative humidity (RH) and temperature cause problems with most materials, but the most serious damage is caused by rapid, continual fluctuations of RH, in association with temperature. The recommended average levels of temperature are between 19° - 21° C, and RH, between 50 – 55%.
- In order to stabilise and control temperature and RH levels, in stores and on exhibition, regular monitoring and recording must take place. Records must be retained for reference and inspection purposes.
- It is important to follow correct and safe procedures when storing heritage collections, in order to protect the variety of materials that make up objects, from deterioration. Deterioration and damage is caused mainly by fire, floods, air pollution, insect pests, physical damage (storage methods), as well as unstable levels of temperature/RH, light and UV.

Minimum standards for collections on exhibition

The same principles apply, as for collections in storage, when exhibiting heritage collections, i.e. continuous monitoring to achieve stable temperature and RH levels; producing suitably low lighting levels, helping to control heat and UV damage; and setting up regular cleaning and maintenance programmes.

The procedures to follow are:

- Preparation of material includes, a conservation assessment of objects selected for exhibition, to determine their suitability for display;
- Any basic conservation work should be done at this point, and it is critical to make safe and secure mounts and supports for the objects where necessary, together with the relevant documentation;

### Facilities

Buildings in which the object/s or collections are housed, should comply with the following basic requirements:

- The buildings should be structurally sound, externally and internally, regarding roofs, walls, floors, windows;
- Protecting the object/s or collections from damp, leaks, visible (sunlight) and invisible (UV) radiation, as well as fire (see point 6) and flooding;
- Suitable width and height of entrance/exits to move large objects in and out, for the purposes of storage and exhibition.
- The storage facility must take into account, storage furniture (cupboards, shelving, drawers) that is suitable for the variety of materials object/s or collections are made from. If the storage space is temporary, a timeframe should be given, indicating when a permanent space will be made available;
- Movement of object/s or collections includes handling, packing, unpacking, storing and exhibiting. It is important to follow the general guidelines for handling/moving object/s or collections, to avoid any damage to them; and
- Be aware of, and check carefully, all security measures in place, for example, who has keys and access to storage areas?; if there's an intruder alarm, is it monitored internally or externally?; visitors and researchers to the collections must be accompanied and supervised; At least basic fire detection should be installed; the appropriate types of fire extinguishers should be mounted where they are easily accessible; A fire detection system also requires smoke detectors to be installed.

### Documentation of the object/s or collections

- New acquisitions are entered in permanent ink, in a bound register. The register is kept in a safe/vault when not in use.
- No erasures may be made in the registers, and changes must be signed. A pen line can be drawn through the incorrect word or phrase, so the correction remains clearly visible.
- Descriptions of the object/s or collections must be done and should include the following details: a physical description noting materials, and particular features that may be significant; an assessment of the object/s or collection's condition; cultural affinity if appropriate; use/function; history; seller/owner details; measurements and a photographic record.
- Information recorded in the accessions register, includes; the category of object, the cultural origin & importance, the locality (provenance), how, or from whom obtained, and the date of acquisition. If there is not cataloguing system, a short description of the object may be made in the register.
- Each object is given a unique number, and if written directly on it, should be as permanent as possible without damaging it.
- The number must be clearly visible, and in a place that is not immediately obvious.
- If the number is marked directly on the object, it must be in the same place on each category of object, using an archival marking pen. If it's not possible to mark the object directly, attach tie-on card labels, or paper tags, with the number written on both sides of the card/tag.

- Guidelines regarding donations should be in place, for example, conditions under which they are accepted or refused.; and documentation associated with the object/s or collection donated.
- The Management Committee should monitor and implement any agreements entered. Make sure that the agreements are made accessible to the relevant internal stakeholders.
- Archival collections that are continuously used for research purposes, should be copied, to prevent damage to the original documents.

## REFERENCES

1. Hosford, J. 2012: Preventive Conservation Procedures Manual
2. South African Heritage Resources Information System: <https://sahris.sahra.org.za/>
3. South African Museums Association. 2006. Professional Standards and Transformation Indicators.

END



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