



Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Regulation Gazette

No. 11581

Regulasiekoerant

Vol. 695

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PART 1 OF 2

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

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

Contents

<i>No.</i>		<i>Gazette No.</i>	<i>Page No.</i>
GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS			
Employment and Labour, Department of / Indiensneming en Arbeid, Departement van			
R. 3395	Labour Relations Act, 1995: Motor Industry Bargaining Council – MIBCO: Extension to non-parties of the Motor Industry Provident Fund: Collective Agreement.....	48571	13
Health, Department of/ Gesondheid, Departement van			
R. 3396	Medicines and Related Substances Act (101/1965) as amended: Publishing of notification of registration of medicines in terms of section 17 of the Act.....	48571	38
Justice and Constitutional Development, Department of / Justisie en Staatkundige Ontwikkeling, Departement van			
R. 3397	Rules Board for Courts of Law Act (107/1985): Amendment of the Rules Regulating the Conduct of the Proceedings of the Provincial and Local Divisions of the High Court of South Africa.....	48571	49
R. 3397	Wet op die Reëlsraad vir Geregshowe (107/1985): Wysiging van die Reëls waarby die Voer van die Verrigtinge van die Provinsiale en Plaaslike Afdelings van die Hooggeregshof van Suid-Afrika gereël word.....	48571	93
R. 3398	Rules Board for Courts of Law Act (107/1985): Amendment of the Rules Regulating the Conduct of the Proceedings of the Supreme Court of Appeal of South Africa.....	48571	145
R. 3398	Wet op die Reëlsraad vir Geregshowe (107/1985): Wysiging van die Reëls waarby die Voer van die Verrigtinge van die Hoogste Hof van Apèl van Suid-Afrika gereël word.....	48571	149
R. 3399	Rules Board for Courts of Law Act (107/1985): Amendment of Rules Regulating the Conduct of the Proceedings of the Magistrates' Courts of South Africa.....	48571	153
R. 3399	Wet op die Reëlsraad vir Geregshowe (107/1985): Wysiging van die Reëls waarby die Voer van die Verrigtinge van die Landdroshowe van Suid-Afrika gereël word.....	48571	177



government
printing

Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICA

HIGH ALERT: SCAM WARNING!!!

TO ALL SUPPLIERS AND SERVICE PROVIDERS OF THE GOVERNMENT PRINTING WORKS

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

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

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

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

Example of e-mails these fraudsters are using:

PROCUREMENT@GPW-GOV.ORG

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

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

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

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

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

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

Fake Tenders

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

How tender scams work

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

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

OR

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

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

Protect yourself from being scammed

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

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

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

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

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

Closing times for **ORDINARY WEEKLY** **REGULATION GAZETTE** **2023**

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

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

LIST OF TARIFF RATES FOR PUBLICATION OF NOTICES

COMMENCEMENT: 1 APRIL 2018

NATIONAL AND PROVINCIAL

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

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

EXTRA-ORDINARY

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

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

GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

CLOSING TIMES FOR ACCEPTANCE OF NOTICES

1. The *Government Gazette* and *Government Tender Bulletin* are weekly publications that are published on Fridays and the closing time for the acceptance of notices is strictly applied according to the scheduled time for each gazette.
2. Please refer to the Submission Notice Deadline schedule in the table below. This schedule is also published online on the Government Printing works website www.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 after submission deadline
Eastern Cape	Weekly	Monday	One week before publication	3 working days prior to publication
Northern Cape	Weekly	Monday	One week before publication	3 working days prior to publication
North West	Weekly	Tuesday	One week before publication	3 working days prior to publication
KwaZulu-Natal	Weekly	Thursday	One week before publication	3 working days prior to publication
Limpopo	Weekly	Friday	One week before publication	3 working days prior to publication
Mpumalanga	Weekly	Friday	One week before publication	3 working days prior to publication

GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

EXTRAORDINARY GAZETTES

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

NOTICE SUBMISSION PROCESS

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

GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

QUOTATIONS

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

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

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

CANCELLATIONS

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

AMENDMENTS TO NOTICES

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

REJECTIONS

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

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

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

GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

LIABILITY OF ADVERTISER

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

CUSTOMER INQUIRIES

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 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 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)

GOVERNMENT PRINTING WORKS CONTACT INFORMATION

Physical Address:
Government Printing Works

149 Bosman Street

Pretoria

Postal Address:

Private Bag X85

Pretoria

0001

GPW Banking Details:
Bank: ABSA Bosman Street

Account No.: 405 7114 016

Branch Code: 632-005

For Gazette and Notice submissions: Gazette Submissions:

For queries and quotations, contact: Gazette Contact Centre:

E-mail: submit.egazette@gpw.gov.za
E-mail: info.egazette@gpw.gov.za
Tel: 012-748 6200

Contact person for subscribers: Mrs M. Toka:

E-mail: subscriptions@gpw.gov.za
Tel: 012-748-6066 / 6060 / 6058

Fax: 012-323-9574

GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

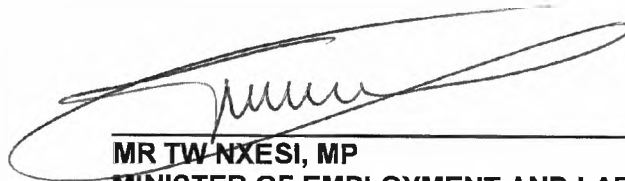
DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 3395

12 May 2023

LABOUR RELATIONS ACT, 1995**MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO:
EXTENSION TO NON-PARTIES OF THE MOTOR INDUSTRY PROVIDENT FUND
COLLECTIVE AGREEMENT**

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **Motor Industry Bargaining Council – MIBCO**, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry with effect from the second Monday after the date of publication and for the period ending 31 August 2025.



MR TW NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 18/04/2023

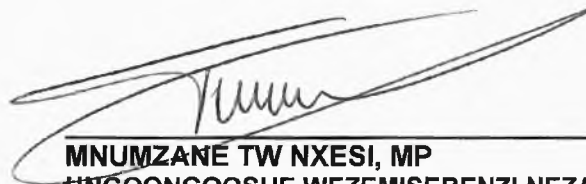
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R.

USUKU:

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI EMBONINI****YEZIMOTO:****UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI SE MOTOR INDUSTRY****PROVIDENT FUND SELULELWA KULABO ABANGEYONA INGXYENYE YASO**

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe Wezemisebenzi NezabaSebenzi, ngokwesigaba 32(2) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **uMkhandlu Kazwelonke Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini yeziMoto**, futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabaSebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyomboni kusukela ngoMsombuluko wesibili emva kokushicilelwa kwalesiSaziso futhi kuze kube isikhathi esiphela mhlaka 31 kuNcwaba 2025.



MNUMZANE TW NXESI, MP
UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI
USUKU: 18/04/2023

SCHEDULE**MOTOR INDUSTRY BARGAINING COUNCIL – MIBCO****MOTOR INDUSTRY PROVIDENT FUND
COLLECTIVE AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1995, as amended, made and entered into by and between the

Fuel Retailers Association – FRA

and the

Retail Motor Industry Organisation – RMI

and the

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

National Union of Metalworkers of South Africa – NUMSA

(hereinafter referred to as the "employees" or the "trade unions") of the other part, being the parties to the Motor Industry Bargaining Council - MIBCO.

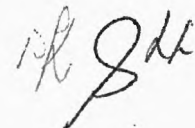


TABLE OF CONTENTS

CLAUSE 1 - PERIOD OF OPERATION 3

CLAUSE 2 - SCOPE OF APPLICATION OF AGREEMENT 3

CLAUSE 3 - DEFINITIONS 4

CLAUSE 4 - ESTABLISHMENT AND OBJECTS OF THE FUND 7

CLAUSE 5 - MEMBERSHIP 8

CLAUSE 6 - CONTRIBUTIONS 9

CLAUSE 7 - ADMINISTRATION 11

CLAUSE 8 – LIQUIDATION OR DISSOLUTION 11

CLAUSE 9 - AGENTS 12

CLAUSE 10 – EXEMPTIONS 12

CLAUSE 11 - REMITTANCE 14

CLAUSE 12 - INDEPENDENT BOARD 15

CLAUSE 13 - RESOLUTION OF DISPUTES 17

CLAUSE 1 - PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be fixed by the Minister of Employment and Labour in terms of section 32 of the Act, and shall remain in force for the period ending 31 August 2025.

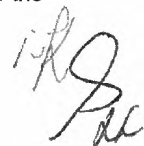
CLAUSE 2 - SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed by all employers and employees in the registered scope of the Council;
- (a) in the Republic of South Africa,
 - (i) by the employers and the employees in the Motor Industry who are members of the employers' organisations and/or the trade unions respectively; and
 - (ii) by non-parties, to the extent that the Minister has granted an extension of this agreement to non-parties in terms of section 32 of the LRA.
 - (iii) employees in Division B, grades 7 and 8 and apprentices in the Motor Industry and their employers.
 - (b) excluding those in terms Section 2 of the LRA:
 - (i) the National Defense Force;
 - (ii) the National Intelligence Agency; and
 - (iii) the South African Secret Service.
- (2) Notwithstanding the provisions of sub clause (1), the provisions of this Agreement shall not apply to –
- (a) employees in Division B, grades 7 and 8 and apprentices of the Auto Workers' Provident Fund until such time as the parties agree that they are transferred to the Motor Industry Provident Fund;
 - (b) any employee who has been granted a retirement benefit by any fund which provides for such benefits;
 - (c) employees in respect of whom their employer contributes, and for as long as their employer so contributes, to a pension fund/provident fund which was in

- operation on the date of coming into operation of this Agreement and which, in the opinion of the Council, provides benefits not less favorable than those provided by the Fund; and
- (d) any fixed term and/or probationary employee for six months from the date on which he begins employment in the Motor Industry; provided that any employer may in his discretion waive this exclusion.
- (3) Notwithstanding the provisions of sub-clauses (1) and (2), the provisions of the Agreement as set out in the Schedule to this sub-clause shall apply only to employees for as long as their weekly or monthly remuneration, excluding commission on sales, for the period from the date of implementation as determined by the Minister of Employment and Labour to 31 August 2025; **the amount equal to the National Wage Threshold published in the Basic Conditions of Employment Act.**
- (4) The provisions of clause 6.1 (1) of this MIBCO Main Agreement shall be applicable to all employees, excluding commission on sales, receiving up to –
- (a) For weekly earners –
is the sum of the published National Wage Threshold divided by 52 or 53 (weeks), whichever is applicable;
- (b) For monthly earners –
is the sum of the published National Wage Threshold divided by 12 (months);
- (5) Clause 1 of the Preamble and Clause 1(1)(a) of Division A in the MIBCO Main Agreement, shall not apply to employers and employees who are not members of the employers' organisations and trade unions, respectively, to the extent that the Minister of Employment and Labour has not granted an extension of this agreement to non-parties in terms of section 32 of the LRA.

CLAUSE 3 - DEFINITIONS

Any expressions used in this Agreement and which are defined in the Labour Relations Act, 1995 and Pension Fund Act, as amended from time to time and the Main Agreement shall have the meanings assigned to them in the Act and that Agreement, references to an Act shall include any amendments to such Act, and unless the contrary intention appears, words importing the masculine gender shall include females and vice versa; further, unless inconsistent with the



context -

“Act” means the Labour Relations Act, 1995 (Act 66 of 1995); as amended from time to time.

“Administrative Agreement” means the Agreement entered into between the parties for the administration of the Council as published in terms of a Government Gazette and any subsequent renewals and/or amendments thereto.

“Apprentice” means an employee serving under a written contract of apprenticeship registered or deemed to have been registered under the Manpower Training Act, 1981, and includes a minor employed on probation in terms of the Act as well as a learner in terms of Chapter IV of the Skills Development Act, Act No. 97 of 1998.

“Council” means the Motor Industry Bargaining Council – MIBCO, registered in terms of section 29 of the Act.

“Division B employees” means those employees as defined in the Main Agreement from time to time.

“Establishment” means any premises or part thereof in or on which activities in the Motor Industry or part thereof are conducted.

“Independent Board” means the Board established by the Council in terms of section 32 of the Act, to consider appeals from non -parties against the refusal of a non -party’s application for exemption from the provisions of this Agreement and the withdrawal of such an exemption by the Council.

“Fund” means the Motor Industry Provident Fund, established in terms of the rules of the Fund for the purpose of providing lump sum benefits or annuities for employees in the Motor Industry or for the dependents of such employees on the death of such employees.

“Grade 7 employees” mean those employees as defined in the Main Agreement from time to time.

“Grade 8 employees” mean those employees as defined in the Main Agreement from time to time.

“Main Agreement” means the Agreement in which wages and other conditions of service are specified for employees in the Motor Industry, as published in terms of section 32 of the Act.

"MIFA" means Motor Industry Fund Administrator in terms of Section 13 of the Pension Funds Act, Act no. 24 of 1956 as amended, for this fund.

"MIPF" means the Motor Industry Provident Fund (Fund), applicable to Division B, grade 7 employees, grade 8 employees, apprentices and their employers in the Motor Industry, including any amendments thereto (Registration no. 12/8/36666 as of 01 January 2001).

"MIRF" means Motor Industry Retirement Fund in terms of the Pension Funds Act, Act no. 24 of 1956 as amended, for this fund.

"Motor Industry" or "Industry" means the Motor Industry as defined in the Main Agreement from time to time.

"National Wage Threshold" means the wage threshold determined and published by the Minister of Employment and Labour as amended in the Basic Conditions of Employment Act.

'PFA' means the Pension Funds Act, Act no 24 of 1956, as amended, from time to time.

"Pensionable remuneration" means the amount which an employer would normally and/or regularly pay to an employee, either weekly or monthly, in respect of the ordinary hours required to complete either a full normal week or month, as the case may be, and does not include remuneration which an employee who is employed on a piece work basis receives over and above the amount he would have received if he had not been employed on such basis, but includes commission received on the sale of goods; provided, however, that all commission received in excess of R11 336.44 per month shall be excluded, unless the employer and employee jointly agree that contributions shall be paid on commission earnings in excess of the aforementioned limitation.

"PR artisan" means an employee over the age of 22 who is able to prove not less than three years' experience in a trade designated for the Motor Industry or, with the approval of the Regional Council concerned, experience in some other trade, and who under the supervision of a artisan performs work in the designated trade in which he has had the experience or, with the approval of the Regional Council concerned, in some other trade related to the activities covered by the definition of 'Motor Industry' in this Agreement, or an employee who is able to prove to the satisfaction of the Regional Council concerned not less than three-and-a-half years' experience as a repair shop assistant, body shop assistant, motor cycle mechanic's assistant, auto electrician's assistant or diesel pump room assistant with any employer in the

'Motor Industry' as defined.

[**Note:** Regarding the proof required of three-and-a-half years' experience, a certificate of service shall be issued by the employer in which it is certified that the employee concerned had served either as a repair shop assistant, body shop assistant, motor cycle mechanic's assistant, auto electrician's assistant or diesel pump room assistant, which certificate in turn shall be verified by the Regional Council concerned, and the employee shall submit proof of having attended the proper course at a duly registered group training centre.].

"**Region EC**" means those areas defined as 'Area Eastern Cape'.

"**Region KZN**" means the areas defined as 'Area KwaZulu-Natal'.

"**Region FS & NC**" means those areas defined as 'Area Free State & Northern Cape'.

"**Region HVL**" means those areas defined as 'Area Highveld'.

"**Region NR**" means those areas defined as 'Area Northern Region'.

"**Region WP**" means those areas defined as 'Area Western Cape'.

"**Regional Council**" means a committee appointed as such by the Council in terms of its Constitution.

"**Regional Council**" means a committee appointed as such by the Council in terms of its constitution for any region defined herein.

"**Retirement age**" means 65 years.

"**Voluntary member**" means a person admitted to membership by a Regional Council in terms of clause 5 of this Agreement.

"**Week**" means a period of seven consecutive days commencing at midnight on a Sunday.

CLAUSE 4 - ESTABLISHMENT AND OBJECTS OF THE FUND

- (1) The Motor Industry/MISA Provident Fund established on 1 January 2001 is hereby continued as the Motor Industry Provident Fund (hereinafter referred to as the "Fund").



- (2) The Fund shall consist of contributions as specified in this Agreement, and interest, dividends or rental earnings on investments.
- (3) The objects of the Fund shall be, in accordance with the rules of the Fund as determined from time to time, to provide benefits for members.

CLAUSE 5 - MEMBERSHIP

- (1) Subject to the provisions of clause 2 of this agreement and of sub clause (3) of this clause, membership of the fund shall be compulsory for every employee, within the registered scope of the Council and falling below the threshold defined in the Main Agreement and, employed in the Motor Industry in Division B, grades 7 and 8 and apprentices who has not reached retirement age.
- (2) Employees who are not compulsory members in terms of sub clause (1) and Directors of companies, members of Close Corporations, Sole Proprietors and Partners in business directly engaged in, or in connection with the Motor Industry, may be admitted to voluntary membership of the Fund at the sole discretion of the Regional Council concerned, and the provisions of the Agreement shall *mutatis mutandis* apply to persons admitted to voluntary membership and their employers.
- (3) Every employee for whom membership is compulsory in terms of sub clause (1) of this clause, and every person admitted to voluntary membership in terms of sub clause (2) of this clause, shall -
 - (a) complete the form specified in Annexure A to this Agreement and lodge such completed form with the Secretary of the Regional Council for the Region in which he is employed, within one month after the date on which he enters, re-enters or becomes employed in the Motor Industry; and for purposes of this paragraph an employee shall be deemed to have re-entered the Motor Industry when he has changed employment from one Region to another.
 - (b) when required to do so by the Council, a Regional Council or the Fund, furnish such evidence and information, documentary or otherwise, as may be necessary for purposes of his identity, his membership of the Fund and/or payment or determining of any benefit arising out of such membership.



CLAUSE 6 - CONTRIBUTIONS

- (1) Every employee for whom membership of the Fund is compulsory in terms of clause 5(1) or every voluntary member in terms of clause 5(2) of this Agreement, shall contribute 7,5 per cent of his pensionable remuneration to the Fund in respect of each week of employment in the Motor Industry; provided that where an employee receives or is entitled to receive wages for less than 23 hours in any week, no contributions shall be payable by him in respect of such week.
- (2) The contributions specified in sub clause (1) shall, subject to the proviso contained in sub clause (1), be deducted by the employer from every employee's wages on the first pay-day after this Agreement comes into operation, and on each pay-day thereafter.
- (3) Every employer shall contribute and add to the contributions deducted in terms of sub clause (2) an amount equal to 8% of the member's pensionable remuneration.
- (4) The total amount of contributions deducted from the earnings of employees and contributed by employers in terms of sub clause (2) and (3) of this clause shall be paid each month to the Secretary of the Regional Council for the Region within the area of jurisdiction within which the employer's establishment is situated, and each such payment shall be accompanied by a written statement containing the following details:
 - (a) Name, initials and national identification number of each employee;
 - (b) amount of contributions remitted in respect of each employee.
 - (c) the date on which service began or service ended, in the case of employees whose employment began or ended since the details were last submitted.
- (5) Employee and employer contributions (contributions) payable in terms of this clause shall be payable by the employer no later than 30 (thirty) days after of the month immediately following that to which the contributions relate. The employer shall, together with the contributions payable under this clause, submit a statement containing the details referred to in sub clause 4 of this Agreement to the Secretary of the relevant Regional Council.



Note:

- (a) The present email and postal addresses of the Secretaries of the various Regional Councils are as follows:

Region EC:	PO Box 7270, Gqeberha, 6055; Mibco.EC@mibco.org.za
Region KZN:	PO Box 10230, Ashwood, 3605; Mibco.KZN@mibco.org.za
Region FS & NC:	PO Box 910, Bloemfontein, 9300; Mibco.FSNC@mibco.org.za
Region Highveld:	PO Box 2578, Randburg, 2125; highveldregion@mibco.org.za
Region Northern:	PO Box 13970, Hatfield 0028; Mibco.NR@mibco.org.za
Region WP:	PO Box 17, Bellville, 7535. Mibco.wp@mibco.org.za

- (b) Forms prepared specifically for the furnishing of the details required by this clause may be obtained from the Regional Secretary of the Region concerned.
- (6) The contributions payable by employers as specified in sub clause (3) shall not be refundable.
- (7) The contributions collected by Regional Councils in terms of this clause shall be paid to the Fund.
- (8) Compound interest on late payments or unpaid amounts and values shall be calculated for the period from the first day of the month following the expiration of the period in respect of which the relevant amounts or values are payable or transferable until the date of receipt by the fund at the rate prescribed...
- (9) Notwithstanding the provisions of this clause an employer who has been discovered in terms of the provisions of the Collective Administrative Agreement between the parties, shall be liable for any amounts due in respect of provident fund contributions, excluding

contributions for which the employee is liable in terms of this Agreement or any other Agreement relating to the provident fund, from commencement of employment in respect of each employee including penalties and interest payable to the provident fund in terms of the PFA in respect of such employee. The provisions of this clause are subject to the respective employee electing in writing within 30 days of the discovery referred to Administrative Agreement sub-clause 10(1)(b) whether to enforce or the waive compliance with the provisions of this clause by the employer. The contributions will be waived should no submission by respective employees be received by the Regional Secretary within the 30 days.

CLAUSE 7 - ADMINISTRATION

- (1) The Fund shall be administered in accordance with rules approved by the Financial Services Conduct Authority (FSCA); which rules shall not be inconsistent with the provisions of this Agreement, the Act or of the PFA, and a copy of the rules and details of any amendments to them shall be lodged with the FSCA.

CLAUSE 8 – LIQUIDATION OR DISSOLUTION

- (1) In the event of the dissolution of the Council or in the event of its ceasing to function during the currency of this Agreement, the Parties may appoint the Company, to perform the functions of the Council in respect of this Agreement. If the Company is unwilling or unable to discharge such duties the FSCA; shall appoint a trustee or trustees to perform the Council's function. The Company or the trustee(s) so appointed shall have all the powers vested in the Council for purposes of this Agreement.
- (2) In the event of the dissolution of the Council or in the event of its ceasing to function during the currency of this Agreement, the FSCA; may appoint the Company to perform the functions of the Council in respect of this Agreement. If the Company is unwilling or unable to undertake the performance of such functions, the FSCA; may appoint a trustee or trustees to perform the Council's function. The Company or the trustee(s) so appointed shall have all the powers vested in the Council for purposes of this Agreement.

- (3) In the event of the dissolution of the Council or in the event of its ceasing to function during the currency of this Agreement, the Registrar of Employment and Labour Relations may appoint the Company to perform the functions of the Council in respect of this Agreement. If the Company is unwilling or unable to undertake the performance of such functions, the Registrar of Employment and Labour Relations may appoint a trustee or trustees to perform the Council's function. The Company or the trustee(s) so appointed shall have all the powers vested in the Council for purposes of this Agreement.

CLAUSE 9 - AGENTS

The Council or any Regional Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement, and it shall be the duty of every employer and every employee to permit such persons to enter such premises or institute and complete such enquiries and to examine such documents, books, wage sheets, time sheets and payment advise, question such individuals and to do all such acts as may be necessary for the purposes of ascertaining whether the provisions of this Agreement are being observed, and no person shall make a false statement to such agent in connection with his investigations.

CLAUSE 10 – EXEMPTIONS

- (1) Subject to the provisions of the Act and the PFA, exemption from any of the provisions of this agreement may be granted by the Council or Regional Councils, to any party on application.
- (2) Application for exemption shall be made, in a form prescribed by the Council, to the General Secretary of the Council or the Secretary of the Regional Council within whose area the applicant operates or is employed.
- (3) The Regional Council or the Council, as the case shall be, subject to the provisions of the Act and PFA, fix the conditions subject to which such exemptions shall be valid, and may, if it deems fit, after one week's notice has been given, in writing, to the person(s) concerned, withdraw any license of exemption.
- (4) The Secretary of the Regional Council or the Secretary of the Council, as the case shall

- be, shall –
- (a) number consecutively all licenses issued;
 - (b) retain a copy of each licenses issued; and
 - (c) where exemption is granted to an employee, forward a copy of the license to the employer concerned.
- (5) The Council or the Regional Council, as the case may be, shall make a decision on the application for an exemption within 30 days from the date upon which the application was lodged with them.
- (6) Employers seeking to be exempted from this fund may not transfer to an alternate fund until an exemption is granted and shall continue contributing.
- (7) On the Section 14 transfer process –
- (a) A member registering with an alternative fund whilst still with this fund –
 - (i) shall continue contributing to this fund for as long as he is deemed to be a member of this fund; and
 - (ii) shall stop contributing when the cancellation of this fund is granted.
 - (b) A member registering with this fund whilst still on a different/other fund –
 - (i) shall continue contributing to the other fund for as long as he is deemed to be a member of that fund; and
 - (ii) shall stop contributing to the other fund when the cancellation of that fund is granted and will start contributing to this fund.
- (8) **Exemption from the Motor Industry Provident Fund**
- (a) When applications for exemption are received from employers or a group of employees, requesting exemption from the Motor Industry's retirement funds in order to join an alternative approved fund, the following shall be observed:
 - (i) The alternative fund must be a properly structured pension/provident/retirement fund registered in terms of the Pension Funds Act.
 - (ii) Applications for exemption submitted by an employer on behalf of its employees to be exempted from the industry's retirement funds shall



be made on an official company letterhead and shall be signed by the employer or its duly authorized representative.

- (iii) Applications for exemption submitted by a group of employees to be exempted from the industry's retirement funds, shall be made on an official company letterhead from the company that they are employed at, and shall be signed by each employee or his/her duly authorized representative.
- (iv) The contributions to the alternative fund by both employer and employee shall be at least the equivalent to that required by the industry's funds respectively.
- (v) The waiting period for membership to the alternative fund(s) shall not be longer than 6 months.
- (vi) All new alternative funds' benefits shall be collectively better than those of the industry's funds and the benefits of all existing funds which at present enjoy exemption shall be equal to or better than those of the industry's funds.
- (vii) Membership of an alternative fund that complies with these criteria shall be compulsory when an exemption is granted from membership of the Industry funds.
- (viii) In the event that a dispute arises as a result of the rejection of such application, the dispute shall be referred to an agreed neutral third party or parties, qualified in the matters of retirement funds, who shall observe the provisions of this clause and who shall make a final and binding ruling.

CLAUSE 11 - REMITTANCE

Subject to the provisions of clause 6 of this agreement, whenever an employer pays any sum of money which is due to the Council in terms of this Agreement, in any manner other than in cash and such payment is not honored for any reason whatsoever, then and in such event a penalty shall be payable by the employer to the Council, which penalty shall be equal to 1,5 per cent to 2 per cent as determined by the Council in its sole discretion, of the amount of the purported payment. Any penalty due to the Council in terms of this clause shall be payable on demand.



CLAUSE 12 - INDEPENDENT BOARD

- (1) In terms of section 32(3)(e) of the Act, the Council hereby establishes an independent body, to be known as the Independent Board to consider appeals from non-parties against a refusal of a non-party's application for exemption from the provisions of a published collective agreement and the withdrawal of such an exemption by the Council. The following provisions shall apply to the Independent Board:
- (a) The Council shall appoint 6 (six) independent persons (Members) to constitute the Independent Board, for the avoidance of doubt, such persons shall not be representative, office bearer or official of the council or party to the Council or any of its collective bargaining agreements. The independent persons shall be appointed for a period of 12 (twelve) months and shall possess *inter alia* the following qualities:
- (i) the ability to be objective, independent and impartial;
 - (ii) sound decision-making skills;
 - (iii) leadership qualities, particularly in respect of exercising sound judgment;
 - (iv) be a person in whose impartiality and integrity the public can have confidence;
 - (v) understand and comply with confidentiality requirements;
 - (vi) working knowledge and experience of labour and collective bargaining matters; and
 - (vii) knowledge and understanding of judicial / quasi-judicial processes.
- (b) The Council shall determine such other terms of appointment of Members of the Independent Board subject to the provisions of the Labour Relations Act.
- (2) Any non-party employer may lodge an appeal with the Independent Board against the Council's or Regional Council's decision, as the case may be, to refuse to grant an application for an exemption from the provisions of a published collective agreement and the withdrawal of such an exemption by the Council, in which event the following procedure shall apply:
- (a) An appeal shall be in writing and shall be addressed to the General Secretary

- of the Council or the Secretary of the Regional Council, as the case may be, for consideration by the Independent Board.
- (b) All appeals lodged by non -parties shall be considered by the Independent Board with due regard to the Exemption criteria set out in sub clause (7) below.
- (c) All appeals shall be substantiated or motivated by the applicant and shall include the following details:
- (i) the period for which the appeal is required;
 - (ii) the Agreement and clauses or sub clauses of the Agreement from which appeal is required;
 - (iii) proof that the exemption applied for has been discussed by the employer, his employees and their respective representatives; and the responses resulting from such consultation, either in support of or against the application, are to be included with the appeal.
- (3) The Independent Board may, having regard to the individual merits of each appeal, grant or refuse the appeal if –
- (a) it does not undermine the agreement;
 - (b) it is fair to the employer or his employees and other employers and employees in the Industry.
- (4) The Independent Board shall deal with all appeals within 30 days of the date on which the appeal was submitted.
- (5) Once the Independent Board has granted an appeal, it must issue a certificate and advise the applicant(s) accordingly within 14 days of the date of its decision.
- (6) When the Independent Board dismisses or dismisses part of an appeal it shall advise the applicant(s) within 14 days of the date of such decision.
- (7) **Exemption criteria:** The Independent Board must consider all appeals with reference to the following criteria:
- (a) the written substantiation and motivation submitted by the applicant;
 - (b) the extent of consultation with and the petition for or against granting the appeal

as provided by employers or employees who are to be affected by the appeal if granted;

- (c) the scope of appeal required;
- (d) the infringement of basic conditions of employment rights;
- (e) the fact that a competitive advantage is not created by the appeal ;
- (f) the viewing of the appeal from any employee benefit fund or training provision in relation to the alternative compatible *bona fide* benefit or provision, including the cost of the employee, transferability, administration management and cost, growth and stability;
- (g) the extent to which the proposed appeal undermines collective bargaining and labour peace in the Motor Industry;
- (h) any existing special economic or other circumstances which warrant the granting of the appeal;
- (i) cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy; and
- (j) any recommendation from the Council.

CLAUSE 13 - RESOLUTION OF DISPUTES

- (1) For the purpose of this Agreement a "dispute" means any dispute about the application, interpretation or enforcement of this Agreement, or any other collective agreements entered into by the parties to the Council.
- (2) Any such dispute shall be referred to the Council in the form specified by the Council. This provision does not apply when the Council makes use of the procedure set out in sub-paragraph (4).
- (3) If the Council fails to resolve the dispute through conciliation and the dispute remains unresolved, it shall be referred for arbitration to the MIBCO-Dispute Resolution Centre in terms of section 52 of the Act. The arbitrator shall have the power to decide upon the procedure to be followed at the arbitration hearing in terms of section 138 of the Act, and be entitled to make an award in respect of the parties' arbitration cost in terms of section 138 (10) of the said Act.

- (4) The provisions of this clause stand in addition to any other legal remedy through which the Council may enforce a collective agreement
- (5) The arbitrator's decision shall be final and binding subject to the parties' right of review to the Labour Court.
- (6) Any other dispute shall have the same meaning as defined in the Act and be dealt with in terms of section 51 of the said Act.



ANNEXURE A

MOTOR INDUSTRY PROVIDENT FUND

APPLICATION FOR REGISTRATION AS A MEMBER



Fund No	12/8/36666				
Identity/ Passport No					
Surname					
First names					
Date of birth	Year		Month		Day
Male or Female (Gender)					
Employed by (employer's name and address)					
Occupation					
Applicant's private address					
Were you employed in the Motor Industry previously?	Yes		No		
If the answer is "Yes", state name and address of employer					
ALTERNATIVE CONTACTS FOR MEMBER					
Next of kin					
Full Name	Surname	Email Address		Telephone: Mobile	
1st Relative not living with Member					
Full Name	Surname	Email Address		Telephone: Mobile	
2nd Relative not living with Member					
Full Name	Surname	Email Address		Telephone: Mobile	

DEATH BENEFIT NOMINEES (add an addendum if there are more nominees)				
<i>I nominate as my additional beneficiaries in the event of my death:</i>				
Nom.	Full Name	Surname	Identity/Passport Number	Percentile payout (%)
2				
3				
4				
5				
Disabilities (YES/NO)				
Provide Detail If YES				
Chronic Illnesses (YES/NO)				
Provide Detail If YES				
<i>(Mark the appropriate block with an X)</i>				
I authorize the Motor Industry Retirement Fund (MIRF) to issue my provident fund benefit statement to the Motor Industry Bargaining Council (MIBCO) and in turn MIBCO may issue my provident fund benefit statement to me <input type="checkbox"/> and registered employer <input type="checkbox"/>				
I, the undersigned, hereby apply to be registered as a member of the Motor Industry Provident Fund and agree to abide by the provisions of the Fund's rules in force from time to time.				

Signature **Date** **Telephone:** **Email Address**
Mobile



ANNEXURE B

MOTOR INDUSTRY PROVIDENT FUND



APPLICATION FOR REGISTRATION AS A VOLUNTARY MEMBER

Fund No	12/8/36666				
Identity/ Passport No					
Surname					
First names					
Date of birth	Year		Month		Day
Male or Female (Gender)					
Employed by (employer's name and address)					
Occupation					
If an employer, state full name of business					
Status of employer (e.g. owner, director, partner, member)					
Applicant's private address					
Were you employed in the Motor Industry previously?	Yes		No		
If the answer is "Yes", state name and address of employer					
ALTERNATIVE CONTACTS FOR MEMBER					
Next of kin					
Full Name	Surname	Email Address		Telephone: Mobile	
1st Relative not living with Member					
Full Name	Surname	Email Address		Telephone: Mobile	

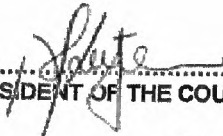
2 nd Relative not living with Member				
Full Name	Surname	Email Address	Telephone: Mobile	
DEATH BENEFIT NOMINEES (add an addendum if there are more nominees)				
<i>I nominate as my additional beneficiaries in the event of my death:</i>				
Nom.	Full Name	Surname	Identity/Passport Number	Percentile payout (%)
2				
3				
4				
5				
Disabilities (YES/NO)				
Provide Detail if YES				
Chronic Illnesses (YES/NO)				
Provide Detail if YES				
<i>(Mark the appropriate block with an X)</i>				
I authorize the Motor Industry Retirement Fund (MIRF) to issue my provident fund benefit statement to the Motor Industry Bargaining Council (MIBCO) and in turn MIBCO may issue my provident fund benefit statement to me <input type="checkbox"/> and registered employer <input type="checkbox"/>				
I, the undersigned, hereby apply to be registered as a member of the Motor Industry Provident Fund and agree to abide by the provisions of the Fund's rules in force from time to time.				

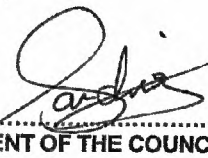
Signature	Date	Telephone: Mobile	Email Address
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TO BE SIGNED BY THE OWNER, MEMBER, A PARTNER OR DIRECTOR OF THE FIRM

SIGNED AT RANDBURG ON BEHALF OF THE PARTIES THIS 23rd DAY OF JANUARY 2023.


..... M. KEYTER
PRESIDENT OF THE COUNCIL


..... L. BOUCHIER
VICE- PRESIDENT OF THE COUNCIL


..... L. LEDWABA
GENERAL SECRETARY

DEPARTMENT OF HEALTH

NO. R. 3396

12 May 2023

NOTIFICATION OF REGISTRATION OF MEDICINES IN TERMS OF SECTION 17 OF THE MEDICINES AND RELATED SUBSTANCES ACT, 1965 (ACT 101 OF 1965) AS AMENDED						
Registration Number	Registration Date	Product Name	Dosage Form	Applicant Name	Ingredients	Conditions of Registration
56/26/0353	2023/01/24	DETENER	Infusion	Encure Pharmaceutical South Africa (Pty) Ltd	EACH 10.0 ml SOLUTION CONTAINS BUSULFAN 60 mg	Annexure A
55/2.5/0480	2023/01/24	CARBAMAZEPINE 200 AUSTELL	Tablet	Austell Pharmaceuticals (Pty) Ltd	EACH TABLET CONTAINS CARBAMAZEPINE 200 mg	Annexure A
57/2.8/0731	2023/01/24	CODPARAFEN	Capsule	Adcock Ingram Limited	EACH CAPSULE CONTAINS CODEINE PHOSPHATE 10 mg, IBUPROFEN 200 mg & PARACETAMOL 250 mg	Annexure A
56/1.2/0801	2023/01/24	CONUFEN 18	Tablet	Sandoz South Africa (Pty) Ltd	EACH TABLET CONTAINS METHYLPHENIDATE HYDROCHLORIDE 18 mg	Annexure A
56/1.2/0802	2023/01/24	CONUFEN 27	Tablet	Sandoz South Africa (Pty) Ltd	EACH TABLET CONTAINS METHYLPHENIDATE HYDROCHLORIDE 27 mg	Annexure A
56/1.2/0803	2023/01/24	CONUFEN 36	Tablet	Sandoz South Africa (Pty) Ltd	EACH TABLET CONTAINS METHYLPHENIDATE HYDROCHLORIDE 36 mg	Annexure A
56/1.2/0804	2023/01/24	CONUFEN 54	Tablet	Sandoz South Africa (Pty) Ltd	EACH TABLET CONTAINS METHYLPHENIDATE HYDROCHLORIDE 54 mg	Annexure A
54/21.2/0563.561	2023/01/24	DAPAGLIFLOZIN 10 mg GLENMARK	Tablet	Glenmark Pharmaceuticals South Africa (Pty) Ltd	EACH TABLET CONTAINS DAPAGLIFLOZIN 10 mg	Annexure A
54/21.2/0562.560	2023/01/24	DAPAGLIFLOZIN 5 mg GLENMARK	Tablet	Glenmark Pharmaceuticals South Africa (Pty) Ltd	EACH TABLET CONTAINS DAPAGLIFLOZIN 5 mg	Annexure A
54/21.2/0561	2023/01/24	DAPTICA 10 mg	Tablet	Glenmark Pharmaceuticals South Africa (Pty) Ltd	EACH TABLET CONTAINS DAPAGLIFLOZIN 10 mg	Annexure A
54/21.2/0560	2023/01/24	DAPTICA 5 mg	Tablet	Glenmark Pharmaceuticals South Africa (Pty) Ltd	EACH TABLET CONTAINS DAPAGLIFLOZIN 5 mg	Annexure A
54/7.5/0330.326	2023/01/24	DYNATOR PLUS 10/10 mg	Tablet	Pharmia Dynamics (Pty) Ltd	EACH TABLET CONTAINS & EZETIMIBE 10 mg & ATORVASTATIN CALCIUM TRIHYDRATE EQUIVALENT TO ATORVASTATIN 10 mg	Annexure A

54/7-5/0331.327	2023/01/24	DYNATOR PLUS 10/20 mg	Tablet	Pharma Dynamics (Pty) Ltd	EACH TABLET CONTAINS & EZETIMIBE 10 mg & ATORVASTATIN CALCIUM TRIHYDRATE EQUIVALENT TO ATORVASTATIN 20 mg	Annexure A
54/7-5/0332.328	2023/01/24	DYNATOR PLUS 10/40 mg	Tablet	Pharma Dynamics (Pty) Ltd	EACH TABLET CONTAINS & EZETIMIBE 10 mg & ATORVASTATIN CALCIUM TRIHYDRATE EQUIVALENT TO ATORVASTATIN 40 mg	Annexure A
54/7-5/0333.329	2023/01/24	DYNATOR PLUS 10/80 mg	Tablet	Pharma Dynamics (Pty) Ltd	EACH TABLET CONTAINS & EZETIMIBE 10 mg & ATORVASTATIN CALCIUM TRIHYDRATE EQUIVALENT TO ATORVASTATIN 80 mg	Annexure A
54/7-5/0326	2023/01/24	DYTOREZ 10/10	Tablet	Pharma Dynamics (Pty) Ltd	EACH TABLET CONTAINS & EZETIMIBE 10 mg & ATORVASTATIN CALCIUM TRIHYDRATE EQUIVALENT TO ATORVASTATIN 10 mg	Annexure A
54/7-5/0327	2023/01/24	DYTOREZ 10/20	Tablet	Pharma Dynamics (Pty) Ltd	EACH TABLET CONTAINS & EZETIMIBE 10 mg & ATORVASTATIN CALCIUM TRIHYDRATE EQUIVALENT TO ATORVASTATIN 20 mg	Annexure A
54/7-5/0328	2023/01/24	DYTOREZ 10/40	Tablet	Pharma Dynamics (Pty) Ltd	EACH TABLET CONTAINS & EZETIMIBE 10 mg & ATORVASTATIN CALCIUM TRIHYDRATE EQUIVALENT TO ATORVASTATIN 40 mg	Annexure A
54/7-5/0329	2023/01/24	DYTOREZ 10/80	Tablet	Pharma Dynamics (Pty) Ltd	EACH TABLET CONTAINS & EZETIMIBE 10 mg & ATORVASTATIN CALCIUM TRIHYDRATE EQUIVALENT TO ATORVASTATIN 80 mg	Annexure A
55/26/0125	2023/01/24	ENZUTIX	Capsule	Eurolab (Pty) Ltd	EACH CAPSULE CONTAINS ENZALUTAMIDE 40 mg	Annexure A
53/34/0486	2023/01/24	FINGOSOL 0,5	Capsule	Cipla Medpro (Pty) Ltd	EACH CAPSULE CONTAINS FINGOLIMOD HCl EQUIVALENT TO FINGOLIMOD 0,5 mg	Annexure A
22/24.5/03	2023/01/24	LIBRELA 10 mg/ml	Injection	Zoetis South Africa (Pty) Ltd	EACH 1,0 ml SOLUTION CONTAINS BEDINVETMAB 10 mg	Annexure A
22/24.5/04	2023/01/24	LIBRELA 15 mg/ml	Injection	Zoetis South Africa (Pty) Ltd	EACH 1,0 ml SOLUTION CONTAINS BEDINVETMAB 15 mg	Annexure A
22/24.5/05	2023/01/24	LIBRELA 20 mg/ml	Injection	Zoetis South Africa (Pty) Ltd	EACH 1,0 ml SOLUTION CONTAINS BEDINVETMAB 20 mg	Annexure A
22/24.5/06	2023/01/24	LIBRELA 30 mg/ml	Injection	Zoetis South Africa (Pty) Ltd	EACH 1,0 ml SOLUTION CONTAINS BEDINVETMAB 30 mg	Annexure A
22/24.5/02	2023/01/24	LIBRELA 5 mg/ml	Injection	Zoetis South Africa (Pty) Ltd	EACH 1,0 ml SOLUTION CONTAINS BEDINVETMAB 5 mg	Annexure A
56/26/0354.353	2023/01/24	MELIORA	Infusion	Encure Pharmaceutical South Africa (Pty) Ltd	EACH 10,0 ml SOLUTION CONTAINS BUSULFAN 60 mg	Annexure A

54/11.4.1/0741.739	2023/01/24	PANTOPRAZOLE OTC MYLAN	Tablet	Viatrix South Africa (Pty) Ltd	EACH TABLET CONTAINS PANTOPRAZOLE SODIUM SESQUIHYDRATE EQUIVALENT TO PANTOPRAZOLE 20 mg	Annexure A
54/11.4.1/0740.739	2023/01/24	PANZOLYM OTC	Tablet	Viatrix Healthcare (Pty) Ltd	EACH TABLET CONTAINS PANTOPRAZOLE SODIUM SESQUIHYDRATE EQUIVALENT TO PANTOPRAZOLE 20 mg	Annexure A
57/20.2.8/0360	2023/01/24	PAXLOVID	Tablet	Pfizer Laboratories (Pty) Ltd	EACH TABLET CONTAINS NIRMATRELVIR 150 mg & RITONAVIR 100 mg	Annexure A
54/11.4.1/0739	2023/01/24	PRAZGEN OTC	Tablet	Viatrix Healthcare (Pty) Ltd	EACH TABLET CONTAINS PANTOPRAZOLE SODIUM SESQUIHYDRATE EQUIVALENT TO PANTOPRAZOLE 20 mg	Annexure A
53/21.10/0735	2023/01/24	PRINOLID 11,25	Injection	Eurolab (Pty) Ltd	EACH VIAL CONTAINS LEUPROLIDE ACETATE 11,25 mg	Annexure A
53/21.10/0733	2023/01/24	PRINOLID 3,75	Injection	Eurolab (Pty) Ltd	EACH VIAL CONTAINS LEUPROLIDE ACETATE 3,75 mg	Annexure A
53/21.10/0734	2023/01/24	PRINOLID 7,5	Injection	Eurolab (Pty) Ltd	EACH VIAL CONTAINS LEUPROLIDE ACETATE 7,5 mg	Annexure A
55/34/0542	2023/01/24	SENUOM 2 ml	Injection	Cipla Medpro (Pty) Ltd	EACH 1,0 ml SOLUTION CONTAINS SUGAMMADEX SODIUM 100 mg	Annexure A
55/34/0543	2023/01/24	SENUOM 5 ml	Injection	Cipla Medpro (Pty) Ltd	EACH 1,0 ml SOLUTION CONTAINS SUGAMMADEX SODIUM 100 mg	Annexure A
55/26/0640	2023/01/24	SPALBEND 100	Infusion	Ruby Pharmaceuticals (Pty) Ltd	EACH VIAL CONTAINS BENDAMUSTINE HYDROCHLORIDE 100 mg	Annexure A
55/26/0639	2023/01/24	SPALBEND 25	Infusion	Ruby Pharmaceuticals (Pty) Ltd	EACH VIAL CONTAINS BENDAMUSTINE HYDROCHLORIDE 25 mg	Annexure A
55/26/0433	2023/01/24	SPALGEM 1 000 mg	Injection	Ruby Pharmaceuticals (Pty) Ltd	EACH VIAL CONTAINS GEMCITABINE HCl EQUIVALENT TO GEMCITABINE 200 mg	Annexure A
55/26/0432	2023/01/24	SPALGEM 200 mg	Injection	Ruby Pharmaceuticals (Pty) Ltd	EACH VIAL CONTAINS GEMCITABINE HCl EQUIVALENT TO GEMCITABINE 1 000 mg	Annexure A
55/26/0661	2023/01/24	TYREC 100	Tablet	KAHMA BIOTECH (Pty) Ltd	EACH TABLET CONTAINS ERLOTINIB HCl EQUIVALENT TO ERLOTINIB 100 mg	Annexure A
55/26/0662	2023/01/24	TYREC 150	Tablet	KAHMA BIOTECH (Pty) Ltd	EACH TABLET CONTAINS ERLOTINIB HCl EQUIVALENT TO ERLOTINIB 150 mg	Annexure A
55/26/0660	2023/01/24	TYREC 25	Tablet	KAHMA BIOTECH (Pty) Ltd	EACH TABLET CONTAINS ERLOTINIB HCl EQUIVALENT TO ERLOTINIB 25 mg	Annexure A

55/5.4.1/0807	2023/01/24	XADAGO 100 mg	Tablet	Adcock Ingram Limited	EACH TABLET CONTAINS SAFINAMIDE METHANESULFONATE EQUIVALENT TO SAFINAMIDE 100 mg	Annexure A
55/5.4.1/0806	2023/01/24	XADAGO 50 mg	Tablet	Adcock Ingram Limited	EACH TABLET CONTAINS SAFINAMIDE METHANESULFONATE EQUIVALENT TO SAFINAMIDE 50 mg	Annexure A
55/7.1/0015	2023/01/24	ZANTIPRES 30 mg	Tablet	LeBasi Pharmaceuticals (Pty) Ltd	EACH TABLET CONTAINS ZOFENOPRIL CALCIUM 30 mg	Annexure A
55/7.1/0014	2023/01/24	ZANTIPRES 7,5 mg	Tablet	LeBasi Pharmaceuticals (Pty) Ltd	EACH TABLET CONTAINS ZOFENOPRIL CALCIUM 7,5 mg	Annexure A
55/7.1/0017.015	2023/01/24	ZOFARIL 30 mg	Tablet	LeBasi Pharmaceuticals (Pty) Ltd	EACH TABLET CONTAINS ZOFENOPRIL CALCIUM 30 mg	Annexure A
55/7.1/0016.014	2023/01/24	ZOFARIL 7,5 mg	Tablet	LeBasi Pharmaceuticals (Pty) Ltd	EACH TABLET CONTAINS ZOFENOPRIL CALCIUM 7,5 mg	Annexure A
55/13.8.2/0751	2023/01/31	AMORTIVO 5 %	Lacquer	Activo Health (Pty) Ltd	EACH 1,0 ml SOLUTION CONTAINS AMOROLFINE HCl EQUIVALENT TO AMOROLFINE 50 mg	Annexure A
54/7.1.5/0033	2023/01/31	AMOTAD 20	Tablet	Ruby Pharmaceuticals (Pty) Ltd	EACH TABLET CONTAINS TADALAFIL 20 mg	Annexure A
54/7.1.5/0032	2023/01/31	AMOTAD 5	Tablet	Ruby Pharmaceuticals (Pty) Ltd	EACH TABLET CONTAINS TADALAFIL 5 mg	Annexure A
55/26/0541	2023/01/31	NERLYNX	Tablet	Pierre Fabre South Africa (Pty) Ltd	EACH TABLET CONTAINS NERATINIB MALEATE EQUIVALENT TO NERATINIB 40 mg	Annexure A
57/20.2.8/0334	2023/01/31	REKAMBYS 600 mg	Injection	Janssen Pharmaceutica (Pty) Ltd	EACH VIAL CONTAINS RILPIVIRINE 600 mg	Annexure A
57/20.2.8/0335	2023/01/31	REKAMBYS 900 mg	Injection	Janssen Pharmaceutica (Pty) Ltd	EACH VIAL CONTAINS RILPIVIRINE 900 mg	Annexure A
54/8.1/0886	2023/02/07	CYKLOCLLOT 100 mg/ml	Injection	KAHMA BIOTECH (Pty) Ltd	EACH 5,0 ml AMPOULE CONTAINS TRANEXAMIC ACID 500 mg	Annexure A
55/26/0833	2023/02/07	ENZALUTAMIDE 40 mg CIPLA	Capsule	Cipla Medpro (Pty) Ltd	EACH CAPSULE CONTAINS ENZALUTAMIDE 40 mg	Annexure A
56/26/0823	2023/02/07	EQUIBEN 100	Infusion	Equity Pharmaceutical (Pty) Ltd	EACH VIAL CONTAINS BENDAMUSTINE HYDROCHLORIDE 100 mg	Annexure A
56/26/0822	2023/02/07	EQUIBEN 25	Infusion	Equity Pharmaceutical (Pty) Ltd	EACH VIAL CONTAINS BENDAMUSTINE HYDROCHLORIDE 25 mg	Annexure A
55/5.7.2/0452	2023/02/07	FOSAPREPITANT CIPLA	Infusion	Cipla Medpro (Pty) Ltd	EACH VIAL CONTAINS FOSAPREPITANT DIMETHYLUMINE EQUIVALENT TO FOSAPREPITANT 150 mg	Annexure A
54/34/0877	2023/02/07	IMATINIB 100 ZYDUS	Tablet	Zydus Healthcare (Pty) Ltd	EACH TABLET CONTAINS IMATINIB MESILATE EQUIVALENT TO IMATINIB 100 mg	Annexure A
54/34/0878	2023/02/07	IMATINIB 400 ZYDUS	Tablet	Zydus Healthcare (Pty) Ltd	EACH TABLET CONTAINS IMATINIB MESILATE EQUIVALENT TO IMATINIB 400 mg	Annexure A

55/2.9/0841	2023/02/07	SESODEX	Infusion	Austell Pharmaceuticals (Pty) Ltd	EACH VIAL CONTAINS DEXMEDETOMIDINE HCl EQUIVALENT TO DEXMEDETOMIDINE 200 ug	Annexure A
53/7.1.3/0251	2023/02/07	TESAMOLOT 40/10	Tablet	Dr Reddy's Laboratories (Pty) Ltd	EACH TABLET CONTAINS TELMISARTAN 40 mg & AMLODIPINE BESILATE EQUIVALENT TO AMLODIPINE 10 mg	Annexure A
53/7.1.3/0253	2023/02/07	TESAMOLOT 80/10	Tablet	Dr Reddy's Laboratories (Pty) Ltd	EACH TABLET CONTAINS TELMISARTAN 80 mg & AMLODIPINE BESILATE EQUIVALENT TO AMLODIPINE 10 mg	Annexure A
53/7.1.3/0252	2023/02/07	TESAMOLOT 80/5	Tablet	Dr Reddy's Laboratories (Pty) Ltd	EACH TABLET CONTAINS TELMISARTAN 80 mg & AMLODIPINE BESILATE EQUIVALENT TO AMLODIPINE 5 mg	Annexure A
53/7.1.3/0250	2023/02/07	TESAMOLOT 40/5	Tablet	Dr Reddy's Laboratories (Pty) Ltd	EACH TABLET CONTAINS TELMISARTAN 40 mg & AMLODIPINE BESILATE EQUIVALENT TO AMLODIPINE 5 mg	Annexure A
56/26/0642	2023/02/07	ZOLASOL	Infusion	Ando Pharma (Pty) Ltd	EACH VIAL CONTAINS TOPOTECAN HYDROCHLORIDE 4 mg	Annexure A
55/5.7.1/0310.309	2023/02/14	ALERNOVA 0.5 mg/ml	Solution	Trinity Pharma (Pty) Ltd	EACH 1.0 ml SOLUTION CONTAINS LEVOCETIRIZINE DIHYDROCHLORIDE 0.5 mg	Annexure A
54/13.9.1/0567.564	2023/02/14	APREMILAST 10 mg GLENMARK	Tablet	Glenmark Pharmaceuticals South Africa (Pty) Ltd	EACH TABLET CONTAINS APREMILAST 10 mg	Annexure A
54/13.9.1/0568.565	2023/02/14	APREMILAST 20 mg GLENMARK	Tablet	Glenmark Pharmaceuticals South Africa (Pty) Ltd	EACH TABLET CONTAINS APREMILAST 20 mg	Annexure A
54/13.9.1/0569.566	2023/02/14	APREMILAST 30 mg GLENMARK	Tablet	Glenmark Pharmaceuticals South Africa (Pty) Ltd	EACH TABLET CONTAINS APREMILAST 300 mg	Annexure A
54/13.9.1/0564	2023/02/14	APTIKA 10 mg	Tablet	Glenmark Pharmaceuticals South Africa (Pty) Ltd	EACH TABLET CONTAINS APREMILAST 10 mg	Annexure A
54/13.9.1/0565	2023/02/14	APTIKA 20 mg	Tablet	Glenmark Pharmaceuticals South Africa (Pty) Ltd	EACH TABLET CONTAINS APREMILAST 20 mg	Annexure A
54/13.9.1/0566	2023/02/14	APTIKA 30 mg	Tablet	Glenmark Pharmaceuticals South Africa (Pty) Ltd	EACH TABLET CONTAINS APREMILAST 300 mg	Annexure A
53/20.1/0604	2023/02/14	DABUCOR 350	Injection	Accord Healthcare (Pty) Ltd	EACH VIAL CONTAINS DAPTOMYCIN 350 mg	Annexure A
53/20.1/0605	2023/02/14	DABUCOR 500	Injection	Accord Healthcare (Pty) Ltd	EACH VIAL CONTAINS DAPTOMYCIN 500 mg	Annexure A
55/5.4/0036	2023/02/14	FENRI	Solution for Inhalation	Viatrix Healthcare (Pty) Ltd	EACH 3.0 ml SOLUTION CONTAINS REVEFENACIN 175 ug	Annexure A
55/20.1.7/0783.782	2023/02/14	IMMANAZ	Infusion	Ruby Pharmaceuticals (Pty) Ltd	EACH VIAL CONTAINS VORICONAZOLE 200 mg	Annexure A

55/20.1.7/0782	2023/02/14	IMMAVOR	Infusion	Ruby Pharmaceuticals (Pty) Ltd	EACH VIAL CONTAINS VORICONAZOLE 200 mg	Annexure A
55/5.7.1/0509	2023/02/14	LEVOWAY 0.5 mg/ml	Solution	Trinity Pharma (Pty) Ltd	EACH 1.0 ml SOLUTION CONTAINS LEVOCETIRIZINE DIHYDROCHLORIDE 0.5 mg	Annexure A
54/18.3/0663	2023/02/14	QUATRO-SODA CRANBERRY	Granules	Pharmacare Limited	EACH 4.0 g GRANULES CONTAIN SODIUM BICARBONATE 1 716 mg; TARTARIC ACID 858 mg; CITRIC ACID 702 mg & SODIUM CITRATE 613 mg	Annexure A
55/5.4/0037.036	2023/02/14	REFENA	Solution for Inhalation	Viatrix Healthcare (Pty) Ltd	EACH 3.0 ml SOLUTION CONTAINS REVEFENACIN 175 ug	Annexure A
55/21.5.4/0278	2023/02/14	SPIRODISC 50/100	Powder for Inhalation	Austell Pharmaceuticals (Pty) Ltd	EACH DOSE CONTAINS SALMETEROL XINAFOATE EQUIVALENT TO SALMETEROL 50 ug & FLUTICASON PROPRIONATE 100 ug	Annexure A
55/21.5.4/0279	2023/02/14	SPIRODISC 50/250	Powder for Inhalation	Austell Pharmaceuticals (Pty) Ltd	EACH DOSE CONTAINS SALMETEROL XINAFOATE EQUIVALENT TO SALMETEROL 50 ug & FLUTICASON PROPRIONATE 250 ug	Annexure A
55/21.5.4/0280	2023/02/14	SPIRODISC 50/500	Powder for Inhalation	Austell Pharmaceuticals (Pty) Ltd	EACH DOSE CONTAINS SALMETEROL XINAFOATE EQUIVALENT TO SALMETEROL 50 ug & FLUTICASON PROPRIONATE 500 ug	Annexure A
53/34/0059.057	2023/02/14	TAMSULOSIN ALKEM	Capsule	ALKEM LABORATORIES (PTY) LTD	EACH CAPSULE CONTAINS TAMSULOSIN HYDROCHLORIDE 0.4 mg	Annexure A
53/34/0057	2023/02/14	URIWEL	Capsule	ALKEM LABORATORIES (PTY) LTD	EACH CAPSULE CONTAINS TAMSULOSIN HYDROCHLORIDE 0.4 mg	Annexure A
53/34/0058.057	2023/02/14	UROTAL	Capsule	ALKEM LABORATORIES (PTY) LTD	EACH CAPSULE CONTAINS TAMSULOSIN HYDROCHLORIDE 0.4 mg	Annexure A
55/5.4/0038.036	2023/02/14	YUPREV	Solution for Inhalation	Viatrix Healthcare (Pty) Ltd	EACH 3.0 ml SOLUTION CONTAINS REVEFENACIN 175 ug	Annexure A
55/7.1.3/0018	2023/02/14	ZANTIPRES CO 30 mg/12.5 mg	Tablet	LeBasi Pharmaceuticals (Pty) Ltd	EACH TABLET CONTAINS ZOFENOPRIL CALCIUM 30 mg & HYDROCHLOROTHIAZIDE 12.5 mg	Annexure A
55/7.1.3/0019.018	2023/02/14	ZOFARIL CO 30 mg/12.5 mg	Tablet	LeBasi Pharmaceuticals (Pty) Ltd	EACH TABLET CONTAINS ZOFENOPRIL CALCIUM 30 mg & HYDROCHLOROTHIAZIDE 12.5 mg	Annexure A
53/2.6.5/0756	2023/02/21	APIZE 10 mg	Tablet	Ascend Laboratories (Pty) Ltd	EACH TABLET CONTAINS ARIPIRAZOLE 10 mg	Annexure A
53/2.6.5/0757	2023/02/21	APIZE 15 mg	Tablet	Ascend Laboratories (Pty) Ltd	EACH TABLET CONTAINS ARIPIRAZOLE 15 mg	Annexure A
53/2.6.5/0758	2023/02/21	APIZE 30 mg	Tablet	Ascend Laboratories (Pty) Ltd	EACH TABLET CONTAINS ARIPIRAZOLE 30 mg	Annexure A
53/2.6.5/0755	2023/02/21	APIZE 5 mg	Tablet	Ascend Laboratories (Pty) Ltd	EACH TABLET CONTAINS ARIPIRAZOLE 5 mg	Annexure A

53/2.6.5/0760.756	2023/02/21	ARIPHRENZ 10 mg	Tablet	Ascend Laboratories (Pty) Ltd	EACH TABLET CONTAINS ARIPIRAZOLE 10 mg	Annexure A
53/2.6.5/0761.757	2023/02/21	ARIPHRENZ 15 mg	Tablet	Ascend Laboratories (Pty) Ltd	EACH TABLET CONTAINS ARIPIRAZOLE 15 mg	Annexure A
53/2.6.5/0762.758	2023/02/21	ARIPHRENZ 30 mg	Tablet	Ascend Laboratories (Pty) Ltd	EACH TABLET CONTAINS ARIPIRAZOLE 30 mg	Annexure A
53/2.6.5/0759.755	2023/02/21	ARIPHRENZ 5 mg	Tablet	Ascend Laboratories (Pty) Ltd	EACH TABLET CONTAINS ARIPIRAZOLE 5 mg	Annexure A
53/2.6.5/0764.756	2023/02/21	ARIPIRAZOLE 10 mg ALKEM	Tablet	Ascend Laboratories (Pty) Ltd	EACH TABLET CONTAINS ARIPIRAZOLE 10 mg	Annexure A
53/2.6.5/0765.757	2023/02/21	ARIPIRAZOLE 15 mg ALKEM	Tablet	Ascend Laboratories (Pty) Ltd	EACH TABLET CONTAINS ARIPIRAZOLE 15 mg	Annexure A
53/2.6.5/0766.758	2023/02/21	ARIPIRAZOLE 30 mg ALKEM	Tablet	Ascend Laboratories (Pty) Ltd	EACH TABLET CONTAINS ARIPIRAZOLE 30 mg	Annexure A
53/2.6.5/0763.755	2023/02/21	ARIPIRAZOLE 5 mg ALKEM	Tablet	Ascend Laboratories (Pty) Ltd	EACH TABLET CONTAINS ARIPIRAZOLE 5 mg	Annexure A
57/17.1/0701	2023/02/21	BENCLOPRO 15	Capsule	Adcock Ingram Limited	EACH CAPSULE CONTAINS CYCLOBENZAPRINE HYDROCHLORIDE 15 mg	Annexure A
57/17.1/0702	2023/02/21	BENCLOPRO 30	Capsule	Adcock Ingram Limited	EACH CAPSULE CONTAINS CYCLOBENZAPRINE HYDROCHLORIDE 30 mg	Annexure A
56/26/0216	2023/02/21	BENDAMUSTINE 180 mg/4 ml DRL	Infusion	Dr Reddy's Laboratories (Pty) Ltd	EACH 4.0 ml SOLUTION CONTAINS BENDAMUSTINE HYDROCHLORIDE 180 mg	Annexure A
55/26/0656	2023/02/21	IBOZARD 100 mg	Infusion	Aurogen South Africa (Pty) Ltd	EACH VIAL CONTAINS BENDAMUSTINE HYDROCHLORIDE 100 mg	Annexure A
55/26/0655	2023/02/21	IBOZARD 25 mg	Infusion	Aurogen South Africa (Pty) Ltd	EACH VIAL CONTAINS BENDAMUSTINE HYDROCHLORIDE 25 mg	Annexure A
53/5.10/0647	2023/02/21	KEMOPREV/IV	Infusion	Austell Pharmaceuticals (Pty) Ltd	EACH VIAL CONTAINS PALONOSETRON HCl EQUIVALENT TO PALONOSETRON 250 µg	Annexure A
53/11.5/0675	2023/02/21	PHOLIPEG HS	Oral Solution	Strides Pharma (SA) (Pty) Ltd	EACH SACHET CONTAINS MACROGOL 3350 6.5625 g ; POTASSIUM CHLORIDE 0.0233 g ; SODIUM BICARBONATE 0.08925 g & SODIUM CHLORIDE 0.17535 g	Annexure A
53/11.5/0676.675	2023/02/21	PHYGLETON HS	Oral Solution	Strides Pharma (SA) (Pty) Ltd	EACH SACHET CONTAINS MACROGOL 3350 6.5625 g ; POTASSIUM CHLORIDE 0.0233 g ; SODIUM BICARBONATE 0.08925 g & SODIUM CHLORIDE 0.17535 g	Annexure A
54/2.9/0696	2023/02/21	SEDMEX 100 µg/ml	Injection	KAHMA BIOTECH (Pty) Ltd	EACH 1.0 ml SOLUTION CONTAINS DEXMEDETOMIDINE HCl EQUIVALENT TO DEXMEDETOMIDINE 100 µg	Annexure A

53/20.1.1/0075	2023/02/21	TIGECYCLINE 50 mg PFIZER	Infusion	Pfizer Laboratories (Pty) Ltd	EACH VIAL CONTAINS TIGECYCLINE 50 mg	Annexure A
55/26/0658.656	2023/02/21	ZIGOZARD 100 mg	Infusion	Aurogen South Africa (Pty) Ltd	EACH VIAL CONTAINS BENDAMUUSTINE HYDROCHLORIDE 100 mg	Annexure A
55/26/0657.655	2023/02/21	ZIGOZARD 25 mg	Infusion	Aurogen South Africa (Pty) Ltd	EACH VIAL CONTAINS BENDAMUUSTINE HYDROCHLORIDE 25 mg	Annexure A
54/21.1.12/0163.162	2023/02/28	ARMITRAZ	Tablet	Aurogen South Africa (Pty) Ltd	EACH TABLET CONTAINS ANASTROZOLE 1 mg	Annexure A
54/21.1.12/0162	2023/02/28	CABREXID	Tablet	Aurogen South Africa (Pty) Ltd	EACH TABLET CONTAINS ANASTROZOLE 1 mg	Annexure A
56/20.2.8/0117	2023/02/28	CABRIMIV	Tablet	Viatrix Healthcare (Pty) Ltd	EACH TABLET CONTAINS ABACAVIR SULPHATE EQUIVALENT TO ABACAVIR 600 mg & LAMIVUDINE 300 mg	Annexure A
55/3.3/0336	2023/02/28	COLCHICINE 0,5 mg TRINITY	Tablet	Trinity Pharma (Pty) Ltd	EACH TABLET CONTAINS COLCHICINE 0,5 mg	Annexure A
54/20.2.8/0188	2023/02/28	DOLVIDIN	Tablet	Novagen Pharma (Pty) Ltd	EACH TABLET CONTAINS ABACAVIR SULPHATE EQUIVALENT TO ABACAVIR 600 mg; DOLUTEGRAVIR SODIUM EQUIVALENT TO DOLUTEGRAVIR 50 mg & LAMIVUDINE 300 mg	Annexure A
55/21.2/0678	2023/02/28	GLUSITA PLUS 50/1 000 mg	Tablet	Sandoz South Africa (Pty) Ltd	EACH TABLET CONTAINS SITAGLIPTIN PHOSPHATE MONOHYDRATE EQUIVALENT TO SITAGLIPTIN 50 mg & METFORMIN HYDROCHLORIDE 1 000 mg	Annexure A
55/21.2/0676	2023/02/28	GLUSITA PLUS 50/500 mg	Tablet	Sandoz South Africa (Pty) Ltd	EACH TABLET CONTAINS SITAGLIPTIN PHOSPHATE MONOHYDRATE EQUIVALENT TO SITAGLIPTIN 50 mg & METFORMIN HYDROCHLORIDE 500 mg	Annexure A
55/21.2/0677	2023/02/28	GLUSITA PLUS 50/850 mg	Tablet	Sandoz South Africa (Pty) Ltd	EACH TABLET CONTAINS SITAGLIPTIN PHOSPHATE MONOHYDRATE EQUIVALENT TO SITAGLIPTIN 50 mg & METFORMIN HYDROCHLORIDE 850 mg	Annexure A
56/26/0165.162	2023/02/28	IPALIB 100 mg	Capsule	Cipla Medpro (Pty) Ltd	EACH CAPSULE CONTAINS PALBOCICLIB 100 mg	Annexure A
56/26/0166.163	2023/02/28	IPALIB 125 mg	Capsule	Cipla Medpro (Pty) Ltd	EACH CAPSULE CONTAINS PALBOCICLIB 125 mg	Annexure A
56/26/0164.161	2023/02/28	IPALIB 75 mg	Capsule	Cipla Medpro (Pty) Ltd	EACH CAPSULE CONTAINS PALBOCICLIB 75 mg	Annexure A
55/21.2/0681.678	2023/02/28	JOSISITIN PLUS 50/1 000 mg	Tablet	Sandoz South Africa (Pty) Ltd	EACH TABLET CONTAINS SITAGLIPTIN PHOSPHATE MONOHYDRATE EQUIVALENT TO SITAGLIPTIN 50 mg &	Annexure A

55/21.2/0679.676	2023/02/28		JOSISITIN PLUS 50/500 mg	Tablet	Sandoz South Africa (Pty) Ltd	METFORMIN HYDROCHLORIDE 1 000 mg	Annexure A
55/21.2/0680.677	2023/02/28		JOSISITIN PLUS 50/850 mg	Tablet	Sandoz South Africa (Pty) Ltd	EACH TABLET CONTAINS SITAGLIPTIN PHOSPHATE MONOHYDRATE EQUIVALENT TO SITAGLIPTIN 50 mg & METFORMIN HYDROCHLORIDE 500 mg	Annexure A
56/26/0162	2023/02/28		PALBOCICLIB 100 mg CIPLA	Capsule	Cipla Medpro (Pty) Ltd	EACH TABLET CONTAINS SITAGLIPTIN PHOSPHATE MONOHYDRATE EQUIVALENT TO SITAGLIPTIN 50 mg & METFORMIN HYDROCHLORIDE 850 mg	Annexure A
56/26/0163	2023/02/28		PALBOCICLIB 125 mg CIPLA	Capsule	Cipla Medpro (Pty) Ltd	EACH CAPSULE CONTAINS PALBOCICLIB 100 mg	Annexure A
56/26/0161	2023/02/28		PALBOCICLIB 75 mg CIPLA	Capsule	Cipla Medpro (Pty) Ltd	EACH CAPSULE CONTAINS PALBOCICLIB 125 mg	Annexure A
56/3.1/0924	2023/02/28		QULOXIB 100	Capsule	Sandoz South Africa (Pty) Ltd	EACH CAPSULE CONTAINS CELECOXIB 100 mg	Annexure A
56/3.1/0925	2023/02/28		QULOXIB 200	Capsule	Sandoz South Africa (Pty) Ltd	EACH CAPSULE CONTAINS CELECOXIB 200 mg	Annexure A
57/20.2.8/0166	2023/02/28		RELIVZATE	Tablet	Austell Pharmaceuticals (Pty) Ltd	EACH TABLET CONTAINS LAMIVUDINE 300 mg & TENOFOVIR DISOPROXIL FUMARATE EQUIVALENT TO TENOFOVIR DISOPROXIL 245 mg	Annexure A
55/3.3/0337.336	2023/02/28		URICID 0,5 mg	Tablet	Trinity Pharma (Pty) Ltd	EACH TABLET CONTAINS COLCHICINE 0,5 mg	Annexure A
55/30.3/0752	2023/03/07		CINRYZE	Injection	Takeda (Pty) Ltd	EACH VIAL CONTAINS C1 INHIBITOR 500 IU	Annexure A
55/5.7.2/0659	2023/03/07		EASAN	Infusion	KAHMA BIOTECH (Pty) Ltd	EACH VIAL CONTAINS FOSAPREPITANT DIMEGLUMINE EQUIVALENT TO FOSAPREPITANT 150 mg	Annexure A
56/26/0229	2023/03/07		MVASI 100 mg/4 ml	Infusion	Angen South Africa (Pty) Ltd	EACH 4,0 ml SOLUTION CONTAINS BEVACIZUMAB 100 mg	Annexure A
56/26/0230	2023/03/07		MVASI 400 mg/16 ml	Infusion	Angen South Africa (Pty) Ltd	EACH 16,0 ml SOLUTION CONTAINS BEVACIZUMAB 400 mg	Annexure A
55/8.5/0736	2023/03/07		ZIEXTENZO	Injection	Sandoz South Africa (Pty) Ltd	EACH 0,6 ml SOLUTION CONTAINS PEGFILGRASTIM 6 mg	Annexure A
54/13.8.2/0172	2023/03/14		AMOFUN 5 %	Solution	Austell Pharmaceuticals (Pty) Ltd	EACH 1,0 ml SOLUTION CONTAINS AMOROLFINE HCl EQUIVALENT TO AMOROLFINE 50 mg	Annexure A

54/13.8.2/0173.172	2023/03/14	FUNGORYL 5 %	Solution	Austell Pharmaceuticals (Pty) Ltd	EACH 1,0 ml SOLUTION CONTAINS AMOROLFINE HCl EQUIVALENT TO AMOROLFINE 50 mg	Annexure A
55/20.1/0096	2023/03/14	DAPICUB	Infusion	KAHMA BIOTECH (Pty) Ltd	EACH VIAL CONTAINS DAPTOMYCIN 500 mg	Annexure A
55/2.9/0235	2023/03/14	RUTREX	Oral Solution	LeBasi Pharmaceuticals (Pty) Ltd	EACH 1,0 ml SOLUTION CONTAINS METHADONE HYDROCHLORIDE 10 mg	Annexure A
56/26/0920	2023/03/14	NUXTAND	Capsule	Cipla Medpro (Pty) Ltd	EACH CAPSULE CONTAINS ENZALUTAMIDE 40 mg	Annexure A
56/26/0921.920	2023/03/14	XZALU	Capsule	Cipla Medpro (Pty) Ltd	EACH CAPSULE CONTAINS ENZALUTAMIDE 40 mg	Annexure A
54/20.1/0841	2023/03/24	DAPTOMYCIN EQUITY	Infusion	Equity Pharmaceutical (Pty) Ltd	EACH VIAL CONTAINS DAPTOMYCIN 500 mg	Annexure A
55/1.2/0743	2023/03/24	ATOXTRIN 10 mg	Capsule	Trinity Pharma (Pty) Ltd	EACH CAPSULE CONTAINS ATOMOXETINE HCl EQUIVALENT TO ATOMOXETINE 10 mg	Annexure A
55/1.2/0744	2023/03/24	ATOXTRIN 18 mg	Capsule	Trinity Pharma (Pty) Ltd	EACH CAPSULE CONTAINS ATOMOXETINE HCl EQUIVALENT TO ATOMOXETINE 18 mg	Annexure A
55/1.2/0745	2023/03/24	ATOXTRIN 25 mg	Capsule	Trinity Pharma (Pty) Ltd	EACH CAPSULE CONTAINS ATOMOXETINE HCl EQUIVALENT TO ATOMOXETINE 25 mg	Annexure A
55/1.2/0746	2023/03/24	ATOXTRIN 40 mg	Capsule	Trinity Pharma (Pty) Ltd	EACH CAPSULE CONTAINS ATOMOXETINE HCl EQUIVALENT TO ATOMOXETINE 40 mg	Annexure A
55/1.2/0747	2023/03/24	ATOXTRIN 60 mg	Capsule	Trinity Pharma (Pty) Ltd	EACH CAPSULE CONTAINS ATOMOXETINE HCl EQUIVALENT TO ATOMOXETINE 60 mg	Annexure A
55/1.2/0748	2023/03/24	ATOXTRIN 80 mg	Capsule	Trinity Pharma (Pty) Ltd	EACH CAPSULE CONTAINS ATOMOXETINE HCl EQUIVALENT TO ATOMOXETINE 80 mg	Annexure A
55/26/0797	2023/03/24	TAZATRED 20	Tablet	Dr Reddy's Laboratories (Pty) Ltd	EACH TABLET CONTAINS DASATINIB 20 mg	Annexure A
55/26/0798	2023/03/24	TAZATRED 50	Tablet	Dr Reddy's Laboratories (Pty) Ltd	EACH TABLET CONTAINS DASATINIB 50 mg	Annexure A
55/26/0799	2023/03/24	TAZATRED 70	Tablet	Dr Reddy's Laboratories (Pty) Ltd	EACH TABLET CONTAINS DASATINIB 70 mg	Annexure A
55/26/0800	2023/03/24	TAZATRED 100	Tablet	Dr Reddy's Laboratories (Pty) Ltd	EACH TABLET CONTAINS DASATINIB 100 mg	Annexure A
57/20.2.3/0176	2023/03/24	FRIPNIT	Tablet	Pharma Dynamics (Pty) Ltd	EACH TABLET CONTAINS RIFAPENTINE 300 mg	Annexure A
53/20.1.2/0151	2023/03/28	AMOXICILLIN 125 S PORTFOLIO	Suspension	Portfolio Laboratories (Pty) Ltd	EACH 5,0 ml SUSPENSION CONTAINS AMOXICILLIN TRIHYDRATE EQUIVALENT TO AMOXICILLIN 125 mg	Annexure A

53/20.1.2/0152	2023/03/28	AMOXICILLIN 250 SF PORTFOLIO	Suspension	Portfolio Laboratories (Pty) Ltd	EACH 5,0 ml SUSPENSION CONTAINS AMOXICILLIN TRIHYDRATE EQUIVALENT TO AMOXICILLIN 250 mg	Annexure A
54/20.2.8/0343	2023/03/28	RARUDINE	Tablet	Pharma Dynamics (Pty) Ltd	EACH TABLET CONTAINS DOLUTEGRAVIR SODIUM EQUIVALENT TO DOLUTEGRAVIR 50 mg, LAMIVUDINE 300 mg & TENOFOVIR DISOPROXIL FUMARATE 300 mg	Annexure A
55/15.4/0700	2023/03/28	ADORTIM	Solution	Trinity Pharma (Pty) Ltd	EACH 1,0 ml SOLUTION CONTAINS DORZOLAMIDE HCl EQUIVALENT TO DORZOLAMIDE 20 mg & TIMOLOL MALEATE EQUIVALENT TO TIMOLOL 5 mg	Annexure A
55/15.4/0701.700	2023/03/28	OPTITRIN	Solution	Trinity Pharma (Pty) Ltd	EACH 1,0 ml SOLUTION CONTAINS DORZOLAMIDE HCl EQUIVALENT TO DORZOLAMIDE 20 mg & TIMOLOL MALEATE EQUIVALENT TO TIMOLOL 5 mg	Annexure A
55/15.4/0702.700	2023/03/28	GLAUSPEC	Solution	Trinity Pharma (Pty) Ltd	EACH 1,0 ml SOLUTION CONTAINS DORZOLAMIDE HCl EQUIVALENT TO DORZOLAMIDE 20 mg & TIMOLOL MALEATE EQUIVALENT TO TIMOLOL 5 mg	Annexure A

Annexure A

1. The applicant shall ensure that the medicine is manufactured and controlled in terms of current Good Manufacturing Practices as determined by SAHPRA.
2. The manufacture of this medicine is subject to regular investigation and inspections by the inspectors appointed in terms of Section 26 of the Act, to assess compliance with current Good Manufacturing Practices.
3. The information in the professional information shall be updated on a regular basis to conform to the professional information recently approved by SAHPRA.
4. The applicant must comply with all the legal requirements of the Medicines and Related Substances Act, 1965 (Act No. 101 of 1965).
5. The registration of this medicine shall be subject to review at intervals as determined by SAHPRA regarding its quality, safety and efficacy, and the registration of this medicine may be varied subject to issues SAHPRA may deem fit.
6. The first two production batches must be fully validated in terms of the detailed process validation protocol submitted at the time of application for registration, and the validation report must be submitted within a month after completion of the validation.
7. The product may be advertised to the professions only.
54. The SCORE document must be maintained and must be consistent with the current approved information.

DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT

NO. R. 3397

12 May 2023

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 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), 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 represent omissions from the existing rules.

_____ Words or expressions underlined with a solid line represent insertions into the existing rules.

Definition

1. In this Schedule "the Rules" means the Rules Regulating the Conduct of the Proceedings of the 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. 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. 315 of 12 March 1999, 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, R. 1157 of 30 October 2020, R. 1603 of 17 December 2021, R. 2133 of 3 June 2022 and R. 2413 of 26 August 2022.

Amendment of rule 6 of the Rules

2. Rule 6 of the Rules is hereby amended—

(a) by the substitution in subrule (5) for paragraphs (a) and (b) of the following paragraphs, respectively:

“(5)(a) Every application other than one brought *ex parte* **[must] shall** be brought on notice of motion as near as may be in accordance with Form 2(a) of the First Schedule and true copies of the notice, and all annexures thereto, **[must] shall** be served upon every party to whom notice thereof is to be given.

(b) In a notice of motion the applicant **[must] shall—**

(i) appoint an address within **[15] 25** kilometres of the office of the registrar and an electronic mail address, if available to the applicant, at either of which addresses the applicant will accept notice and service of all documents in such proceedings;

(ii) state the applicant’s postal **[,] or** facsimile **[or electronic mail]** addresses where available; and

(iii) set forth a day, not less than 10 days after service thereof on the respondent, on or before which such respondent is required to notify the applicant, in writing, whether respondent intends to oppose such application, and **[must] shall** further 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 said respondent of the said notice:

Provided that—

(aa) for the purposes of this subrule, the days between 21 December and 7 January, both inclusive, shall not be counted in the time allowed for delivery of the notice of intention to oppose or delivery of any affidavit;

(bb) the provisions of subparagraph (aa) shall not apply to applications brought under subrule 6(12) of this rule and applications brought under rule 43."

(b) by the substitution in subrule (5)(d) for subparagraphs (i), (ii) and (iii) of the following subparagraphs, respectively:

"(d) Any person opposing the grant of an order sought in the notice of motion **[must] shall**—

(i) within the time stated in the said notice, give applicant notice, in writing that such person intends to oppose the application, and in such notice appoint an address within **[15] 25** kilometres of the office of the registrar and an electronic mail address, if available to such person, at either of which addresses such person will accept notice and service of all documents, as well as such person's postal **[,] or** facsimile **[or electronic mail]** addresses where available;

(ii) within **[fifteen] 15** days of notifying the applicant of intention to oppose the application, deliver such person's answering affidavit, if any, together with any relevant documents; and

(iii) if such person intends to raise any question of law only such person **[must] shall** deliver notice of intention to do so, within the time stated in the preceding sub-paragraph, setting forth such question."

(c) by the substitution in subrule (5)(f) for subparagraph (iii) of the following subparagraph:

"(iii) If the applicant fails so to apply within the appropriate period aforesaid, the respondent may do so immediately upon the expiry thereof. Notice in writing of the date allocated by the registrar **[must] shall** be given by the applicant or respondent, as the case may be, to the opposite party within five days of notification from the registrar."

Amendment of rule 8 of the Rules

3. Rule 8 of the Rules is hereby amended by the substitution for subrules (1), (5), (6), (7), (10) and (11) of the following subrules:

(a) "(1) Where by law any person may be summoned to answer a claim made for provisional sentence, proceedings shall be instituted by way of a summons as near as may be in accordance with Form 3 of the First Schedule calling upon such person to pay the amount claimed or, failing such payment, to appear personally or by counsel or by an attorney who, under section 4(2) of the Right of Appearance in Courts Act, 1995 (Act No. 62 of 1995), has the right of appearance in the **[Supreme] High** Court upon a day named in such summons, not being less than 10 days after the service upon him or her of such summons, to admit or deny his or her liability.";

(b) "(5) Upon the day named in the summons the defendant may appear personally or by an advocate or by an attorney who, under section 4(2) of the Right of Appearance in Courts Act, 1995 (Act No. 62 of 1995), has the right of appearance in the **[Supreme] High** Court to admit or deny his or her liability and may, not later than noon of the court day but one preceding the day upon which he or she is called upon to appear in court,

deliver an affidavit setting forth the grounds upon which he or she disputes liability in which event the plaintiff shall be afforded a reasonable opportunity of replying thereto.”;

- (c) “(6) If at the hearing the defendant admits his or her liability or if he or she has previously filed with the registrar an admission of liability signed by himself or herself and witnessed by an attorney acting for him or her and not acting for the opposite party, or, if not so witnessed, verified by affidavit, the court may give final judgment against him or her.”;
- (d) “(7) The court may hear oral evidence as to the authenticity of the defendant's signature, or that of his or her agent, to the document upon which claim for provisional sentence is founded or as to the authority of the defendant's agent.”;
- (e) “(10) Any person against whom provisional sentence has been granted may enter into the principal case only if he or she shall have satisfied the amount of the judgment of provisional sentence and taxed costs, or if the plaintiff on demand fails to furnish due security in terms of subrule (9).”; and
- (f) “(11) A defendant entitled and wishing to enter into the principal case shall, within two months of the grant of provisional sentence, deliver notice of his or her intention to do so, in which event the summons shall be deemed to be a combined summons and he or she shall deliver a plea within 10 days thereafter. Failing such notice or such plea the provisional sentence shall *ipso facto* become a final judgment and the security given by the plaintiff shall lapse.”

Amendment of rule 16 of the Rules

4. Rule 16 of the Rules is hereby amended—

(a) by the substitution in subrule (2) for paragraph (b) of the following paragraph:

“(b) If such party does not appoint a further attorney, such party shall in the notice of termination appoint an address within **[15] 25** kilometres of the office of the registrar and an electronic mail address, if available to such party, for the service on such party at either address, of all documents in such proceedings as well as such party's postal or facsimile addresses where available.”

Amendment of rule 17 of the Rules

5. Rule 17 of the Rules is hereby amended by—

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

“(3)(a) Every summons shall be signed by the attorney acting for the plaintiff and shall bear an attorney's physical address, within **[15] 25** kilometres of the office of the registrar and where available, such attorney's postal, facsimile and electronic mail addresses **[the attorney's**

postal address and, where available, the attorney's facsimile address and electronic mail address].

(b) If no attorney is acting, the summons shall be signed by the plaintiff, who shall in addition append an address within **[15] 25** kilometres of the office of the registrar and where available, the plaintiff's postal, facsimile and electronic mail addresses at either of which addresses plaintiff will accept service of all subsequent documents in the suit **[, the plaintiff's postal [address and, where available, plaintiff's facsimile address and electronic mail address]."**

Amendment of rule 18 of the Rules

6. Rule 18 of the Rules is hereby amended by the substitution for subrules (1), (4), (5), (6), (9) and (10) of the following subrules:

- (a) "(1) A combined summons, and every other pleading except a summons, shall be signed by both an advocate and an attorney or, in the case of an attorney who, under section 4(2) of the Right of Appearance in Courts Act, 1995 (Act No. 62 of 1995), has the right of appearance in the **[Supreme] High** Court, only by such attorney or, if a party sues or defends personally, by that party.";
- (b) "(4) Every pleading shall contain a clear and concise statement of the material facts upon which the pleader relies for his or her claim, defence or answer to any pleading, as the case may be, with sufficient particularity to enable the opposite party to reply thereto.";
- (c) "(5) When in any pleading a party denies an allegation of fact in the previous pleading of the opposite party, he or she shall not do so evasively, but shall answer the point of substance.";
- (d) "(6) A party who in his or her pleading relies upon a contract shall state whether the contract is written or oral and when, where and by whom it was concluded, and if the contract is written a true copy thereof or of the part relied on in the pleading shall be annexed to the pleading.";
- (e) "(9) A party claiming division, transfer or forfeiture of assets in divorce proceedings in respect of a marriage out of community of property, shall give details of the grounds on which he or she claims that he or she is entitled to such division, transfer or forfeiture."; and
- (f) "(10) A plaintiff suing for damages shall set them out in such manner as will enable the defendant reasonably to assess the quantum thereof: Provided that a plaintiff suing for damages for personal injury shall specify his or her date of birth, the nature and extent of the injuries, and the nature, effects and duration of the disability alleged to give rise to such damages, and shall as far as practicable state separately what amount, if any, is claimed for-
- (a) medical costs, hospital costs and other similar expenses and how these costs and expenses are made up;

- (b) pain and suffering, stating whether temporary or permanent and which injuries caused it;
- (c) disability in respect of
 - (i) the earning of income (stating the earnings lost to date and how the amount is made up and the estimated future loss and the nature of the work the plaintiff will in future be able to do);
 - (ii) the enjoyment of amenities of life (giving particulars) and stating whether the disability concerned is temporary or permanent; and
- (d) disfigurement, with a full description thereof and stating whether it is temporary or permanent.

Amendment of rule 19 of the Rules

7. Rule 19 of the Rules is hereby amended—

(a) by the substitution in subrule (3) for paragraph (a) of the following paragraph:

“(3)(a) When a defendant delivers notice of intention to defend, defendant shall therein give defendant's full residential or business address, postal address and where available, facsimile address **[and electronic mail address]** and shall also appoint an address, not being a post office box or poste restante, within **[15] 25** kilometres of the office of the registrar and an electronic mail address where available, for the service on defendant at either address **[thereof]** of all documents in such action, and service thereof at the address so given shall be valid and effectual, except where by any order or practice of the court personal service is required.”

Amendment of rule 21 of the Rules

8. Rule 21 of the Rules is hereby amended by the substitution for subrules (2), (3) and (5) of the following subrules:

- (a) “(2) After the close of pleadings any party may, not less than **[twenty] 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. Such request shall be complied with within **[ten] 10** days after receipt thereof.”;
- (b) “(3) The request for further particulars for trial and the reply thereto shall, save where the party is litigating in person, be signed by both an advocate and an attorney or, in the case of an attorney who, under section 4(2) of the Right of Appearance in Courts Act, 1995 (Act No. 62 of 1995), has the right of appearance in the **[Supreme] High** Court, only by such attorney.”; and
- (c) “(5) The court shall at the conclusion of the trial **[mero motu] of 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.”

Amendment of rule 34 of the Rules

9. Rule 34 of the Rules is hereby amended—

(a) by the substitution for subrule (8) of the following subrule:

“(8) If notice of the acceptance of the offer or tender in terms of subrule (6) or notice in terms of subrule (7) is required to be given at an address other than that provided in rule 19(3), then it shall be given at an address, which is not a post office box or *poste restante*, within **[15] 25** kilometres of the office of the registrar and an electronic mail address, if available, at either of which addresses such notice **[must] shall** be delivered.”

Amendment of rule 36 of the Rules

10. Rule 36 of the Rules is hereby amended—

(a) by the substitution for subrule (4) of the following subrule:

“(4) Any party to such an action may at any time by notice in writing require any person claiming such damages to make available in so far as such person is able to do so to the other party within 10 days, any medical reports, hospital records, **[X-ray photographs] medical imaging**, or other documentary information of a like nature relevant to the assessment of such damages, and to provide copies or records thereof upon request.”; and

(b) by the substitution for subrule (9) of the following subrule:

“(9) (a) 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 any matter upon which the evidence of expert witnesses may be received unless—

[(a)] (i) where the plaintiff intends to call an expert, the plaintiff shall not more than 30 days after the close of pleadings, or where the defendant intends to call the expert, the defendant shall not more than 60 days after the close of pleadings, have delivered notice of intention to call such expert; and

[(b)] (ii) in the case of the plaintiff, not more than 90 days after the close of pleadings and in the case of the defendant not more than 120 days after the close of pleadings, such plaintiff or defendant shall have delivered a summary of the expert’s opinion and the reasons therefor:

Provided that the notice and summary shall in any event be delivered before a first case management conference held in terms of rules 37A(6) and (7) or as directed by a case management judge.

(b) The summary of the expert’s opinion and reasons therefor referred to in subparagraph (a)(ii) shall be compiled by the expert himself or herself and shall contain a statement by the expert confirming that the report is—

(i) in such expert’s own words;

(ii) for the assistance of the court; and

(iii) a statement of truth.”.

Amendment of rule 43 of the Rules

11. Rule 43 of the Rules is hereby amended—

(b) by the substitution in subrule (2) for paragraph (b) of the following paragraph:

“(b) The statement and notice shall be signed by the applicant or the applicant’s attorney and shall give an address [for service] within [15] 25 kilometres of the office of the registrar and an electronic mail address, where available, as referred to in rule 6(5)(b) at either of which addresses service will be accepted.”

Amendment of rule 46 of Rules

12. Rule 46 of the Rules is hereby amended—

(a) by the substitution in subrule (1)(b) for subparagraph (ii) of the following subparagraph:

“(ii) sufficient information to enable the sheriff to give effect to subrule (3) hereof, including the title deed number, the erf number or sectional title unit number, and the exclusive use area to enable the registrar of deeds to identify the immovable property and record the attachment as an interdict against the immovable property.”

(c) by the substitution in subrule (11) for paragraph (b) of the following paragraph:

“(b) Any loss sustained by reason of the purchaser’s default may, on the application of any aggrieved creditor [whose name appears on the sheriff’s distribution account] referred to in subparagraphs (i) and (ii) of subrule (14)(c), be recovered from the purchaser under judgment of a judge given on a written report by the sheriff, after notice in writing has been given to the purchaser that the report will be laid before a judge for the aforesaid purpose.”

Amendment of rule 46A of the Rules

13. Rule 46A is hereby amended—

(a) by the substitution in subrule (4)(a) for subparagraphs (ii), (iii) and (iv) of the following subparagraph, respectively:

“(ii) inform every respondent cited therein that if the respondent intends to oppose the application or make submissions to the court, the respondent [must] shall do so on affidavit within 10 days of service of the application and appear in court on the date on which the application is to be heard;

(iii) appoint a physical address within [15] 25 kilometres of the office of the registrar and an electronic mail address, where available, at either of which addresses the applicant will accept service of all documents in these proceedings; and

(iv) state the applicant’s postal [,] or facsimile [or electronic mail] addresses where available.”

(b) by the substitution in subrule (6)(d) for subparagraphs (ii) and (iii) of the following subparagraphs, respectively:

"(ii) appoint a physical address within **[15] 25** kilometres of the office of the registrar and an electronic mail address, where available, at either of which addresses **[documents may be served upon]** such respondent will accept service of all documents; and
(iii) state the respondent's postal **[,] or** facsimile **[or electronic mail]** addresses where available."

Amendment of rule 53 of the Rules

14. Rule 53 of the Rules is hereby amended—

(a) by the substitution in subrule (1) for paragraph (b) of the following paragraph:

"(b) calling upon the magistrate, presiding officer, chairperson or officer, as the case may be, to despatch, within **[fifteen] 15** days after receipt of the notice of motion, to the registrar the record of such proceedings sought to be corrected or set aside, together with such reasons as **[he or she] the magistrate, presiding officer, chairperson or officer, as the case may be** is by law required or desires to give or make, and to notify the applicant that **[he or she] such magistrate, presiding officer, chairperson or officer, as the case may be** has done so."

(b) by the substitution for subrules (3), (4) and (5) of the following subrules, respectively:

"(3) The registrar shall make available to the applicant the record despatched **[to him or her]** as aforesaid upon such terms as the registrar thinks appropriate to ensure its safety, and the applicant shall thereupon cause copies of such portions of the record as may be necessary for the purposes of the review to be made and shall furnish the registrar with two copies and each of the other parties with one copy thereof, in each case certified by the applicant as true copies. The costs of transcription, if any, shall be borne by the applicant and shall be costs in the cause.

(4) The applicant may within **[ten] 10** days after the registrar has made the record available to **[him or her] the applicant**, by delivery of a notice and accompanying affidavit, amend, add to or vary the terms of **[his or her] such applicant's** notice of motion and supplement the supporting affidavit.

(5) Should the presiding officer, chairperson or officer, as the case may be, or any party affected desire to oppose the granting of the order prayed in the notice of motion, **[he or she] such presiding officer, chairperson or officer, as the case may be, or such party** shall—

(a) within **[fifteen] 15** days after receipt **[by him or her]** of the notice of motion or any amendment thereof deliver notice to the applicant that **[he or she] such presiding officer, chairperson or officer, as the case may be, or such party** intends so to oppose and shall in such notice appoint an address within **[15] 25** kilometres of the office of the registrar and an electronic mail address, where available, at either of which addresses **[he or she] such presiding officer, chairperson or officer, as the case may be, or such party** will accept notice and service of all process in such proceedings, as well as a postal or facsimile addresses where available; and

(b) within **[thirty]** 30 days after the expiry of the time referred to in subrule (4) hereof, deliver any affidavits **[he or she]** such presiding officer, chairperson or officer, as the case may be, or such party may desire in answer to the allegations made by the applicant.”.

Amendment of rule 58 of the Rules

15. Rule 58 of the Rules is hereby amended—

(a) by the substitution for subrule (5A) of the following subrule:

“(5A) Simultaneously with the delivery by a claimant of particulars of claim, such claimant shall specify an address **[for service]** within **[15]** 25 kilometres of the office of the registrar and an electronic mail address, where available, as referred to in rule 6(5)(b) at either of which addresses service will be accepted.”.

Amendment of rule 59 of the Rules

16. Rule 59 of the Rules is hereby amended by the substitution for subrules (1), (3) and (4) of the following subrules:

- (a) “(1) Any person may be admitted and enrolled by any division of the **[Supreme] High** Court as a sworn translator between any two or more specified official languages of the Republic of South Africa or between any specified official language of the Republic of South Africa and any specified foreign language, upon satisfying the court of his or her competency.”;
- (b) “(3) Every sworn translator duly admitted and enrolled shall, to the extent of such admission and enrolment, be deemed to be a sworn translator for all divisions of the **[Supreme] High** Court, and the registrar of the division in which he or she is admitted shall notify the registrars of all other divisions of such admission and enrolment, and furnish his or her address.”; and
- (c) “(4)(a) Any person admitted and enrolled under subrule (1) shall before commencing to exercise the functions of his or her office take an oath or make an affirmation which shall be subscribed by him or her, in the form set out below, namely—
'I(full name) do hereby swear/solemnly and sincerely affirm and declare that I will in my capacity as a translator of the **[Supreme] High** Court of South Africa faithfully and correctly translate, to the best of my knowledge and ability, any document into an official language of the Republic of South Africa from any other language in respect of which I have been admitted and enrolled as a translator’.
(b) Any such oath or affirmation shall be taken or made before a judge of the division of the **[Supreme] High** Court of South Africa admitting and enrolling the translator and the judge concerned shall at the foot thereof endorse a statement of the fact that it was taken or made before him or her and of the date on which it was so taken or made and append his or her signature thereto.”

Amendment of Rule 67 of the Rules

17. Rule 67 is hereby amended by the substitution for item (c) of the following item:

(c) For each copy of an order of court made by the registrar-	
(i) [for every 100 typed words or part thereof]	[2.00]
[(ii)] for every photocopy of an A4-size page or part thereof	[1.00] 2.20

Amendment of rule 68 of the rules

18. Rule 68 of the Rules is hereby amended by the substitution for the Tariff of the following Tariff:

"TARIFF"

Item	R c
1. For registration of any document for service or execution, upon receipt thereof.	[13,00] 14,50
2. (a) For service of summonses, notices of motion, other notices, orders or any other documents, each	[84,50] 92,50
Provided that-	
(i) Whenever any document to be served with any such process is mentioned in the process or forms an annexure thereto, no additional fee shall be charged for the service of such document, but otherwise a fee of [R13,00] <u>R14,50</u> may be charged in respect of each separate document served;	
(ii) No fee for the service of a separate document shall be charged in respect of the service of process in criminal cases.	
(b) Attempted service of summonses, notices of motion, other notices, orders and any other documents: Provided that an attempted service of more than one document on the same person shall be treated as an attempted service of one document only.	[63,50] <u>69,00</u>
3. Travelling allowance:	
(a) For the distance actually and necessarily travelled by the sheriff or his or her officer, reckoned, subject to item 3(c) and (d), from the office of the sheriff, both on the forward and the return journey, per kilometre or part thereof.	[R6,00] <u>R7,50</u>
(b) When two or more summonses or other process, whether at the instance of the same party or of different parties, are capable of being served on one and the same journey, the travelling allowance for performing the round of service shall be fairly and equitably apportioned among the several cases, regard being had to the distance at which the parties against whom such process is directed respectively reside from the office of the sheriff, but the fee for service shall be payable for each service made or attempted to be made.	
(c) The travelling allowance mentioned in item 3(a) and (b) shall be calculated on the distance reckoned from the office of the sheriff if-	

(i) the sheriff's office is situated within the area of jurisdiction allocated to the sheriff by the Minister; and	
(ii) the distance from the sheriff's office is less than the distance reckoned from the court-house closest to the address for service.	
(d) If the requirement in item 3(c) is not met, then the travelling allowance mentioned in item 3(a) and (b) shall be calculated on the distance reckoned from the court-house closest to the address for service.	
4. (a) Postage in civil matters, as per postal tariff.	
(b) Postage in criminal matters, free.	
NOTE: The sheriff may take any postal matter to the registrar of the High Court, or if there is no registrar in his or her town or city, to the magistrate, who shall frank the envelope with his or her official franking stamp.	
5. For the execution of any writ-	
(a) (i) of personal arrest, including the conveyance of the person concerned to court, to an attorney's office or to a prison, per person	[106,00] 115,50
(ii) for conveying the person concerned to court from a place of custody on a day subsequent to the day of arrest and attending at court, per hour or part thereof	[126,00] 137,50
(iii) for attachment of property <i>ad fundandam jurisdictionem</i> or <i>ad confirmandam jurisdictionem</i>	[106,00] 115,50
(iv) where an attachment in terms of item 5(a)(iii) is withdrawn or suspended;	[30,00] 32,50
(b) of ejectment: [R126,00] R137,50 per hour or part thereof, subject to a minimum of which shall include the first hour (in addition to reasonable expenses necessarily incurred);	[188,00] 205,00
(c) against immovable property-	
(i) for execution, including service of notice of attachment upon the owner of the immovable property and upon the registrar of deeds or other officer charged with the registration of such property, and if the property is in occupation of some person other than the owner, also upon such occupier	[251,00] 273,50
(ii) for notice of attachment to a single lessee or occupier	[23,00] 25,50
(identical notices where there are several lessees, occupiers or owners, for each after the first)	[8,50] 9,50
(iii) for making valuation report for purposes of sale per half hour or part thereof	[63,50] 69,00
(iv) when--	
(aa) a sheriff has been authorised to sell property and the property is not sold by reason of the fact that the attachment is withdrawn or stayed, all the necessary notice for the withdrawal or stay of the attachment	[251,00] 273,50
(bb) upliftment of judicial attachment on immovable property occurs	[251,00] 273,50
(v) for ascertaining and recording what bonds or other encumbrances are registered against the property, together with the names and addresses of the persons in whose favour such bonds and encumbrances are so registered,	[126,00] 137,50

including any correspondence in connection therewith (in addition to reasonable expenses necessarily incurred)	
(vi) for notifying the execution creditor of such bonds or other encumbrances and of the names and addresses of the persons in whose favour such bonds or other encumbrances are registered	[23,00] <u>25,50</u>
(vii) for consideration of proof that a preferent creditor has complied with the requirements of rule 46(5)(a)	[13,00] <u>14,50</u>
(viii) for the notice referred to in rule 46(6)	[23,00] <u>25,50</u>
(ix) for consideration of notice of sale prepared by the execution creditor in consultation with the sheriff; and	
(x) for verifying that notice of sale has been published in the newspapers indicated and in the <i>Gazette</i> inclusive fee for (ix) and (x)	[126,00] <u>137,50</u>
(xi) for forwarding a copy of the notice of sale to every judgment creditor who had caused the immovable property to be attached and to every mortgagee thereof whose address is known, for each copy	[23,00] <u>25,50</u>
(xii) for affixing a copy of the notice of sale to the notice board of the magistrate's court referred to in rule 46(7)(e) and at or as near as may be to the place where the sale is actually to take place, an inclusive fee of [R53,00] <u>R58,00</u> and travelling costs referred to in item 3	
(xiii) for—	[126,00]
(aa) considering the conditions of sale prepared by the execution creditor	<u>137,50</u>
(bb) considering further or amended conditions of sale submitted by an interested party	[126,00] <u>137,50</u>
(cc) settling of conditions of sale	[126,00] <u>137,50</u>
(dd) all necessary attendances prescribed by any law related to auctions, in particular the Consumer Protection Act, 2008 (Act No. 68 of 2008)	[380,00] <u>414,50</u>
(ee) the conducting of an auction, save that this fee may not be charged if commission is claimed in terms of item (xiv)	[251,00] <u>273,50</u>
(xiv) on the sale of immovable property by the sheriff as auctioneer, 6 per cent on the first R100 000,00, 3.5 per cent on R100 001,00 to R400 000,00 and 1.5 per cent on the balance of the proceeds of the sale, subject to a maximum commission of R40 000,00 in total and a minimum of R3 000,00 (inclusive in all instances of the sheriff's bank charges and other expenses incurred in paying the proceeds into his or her trust account), which commission shall be paid by the purchaser;	
(xv) for —	
(aa) written notice to the purchaser who has failed to comply with the conditions of sale	[63,50] <u>69,00</u>
(bb) any report referred to in rule 46(11)	[63,50] <u>69,00</u>

(cc) informing judgment debtor of the cancellation referred to in rule 46(11)(a)(iii)	[23,00] 25,50
(dd) giving notice referred to in rule 46(11)(c)	[23,00] 25,50
(xvi) for giving transfer to the purchaser	[30,00] 32,50
(xvii) for—	[23,00]
(aa) receipt of certificate referred to in rule 46(14)(a)	25,50
(bb) preparing a plan of distribution of the proceeds (including the necessary copies) and for forwarding a copy to the registrar	[126,00] 137,50
(xviii) for giving notice to all parties who have lodged writs and to the execution debtor that the plan of distribution will lie for inspection, for every notice	[23,00] 25,50
(xix) for the report referred to in rule 46A(9)(d)	[63,50] 69,00
(d) against movable property-	
(i) when a writ is paid on presentation, 9 per cent on the amount so paid, with a minimum fee of [R85,00] R93,00 and a maximum of	[832,50] 908,00
(ii) for any abortive attempt at attachment, including one hour's search and enquiry	[85,00] 93,00
(iii) when a writ is withdrawn or stayed before any property is attached	[25,00] 30,00
(iv) for making an attachment, including one hour's search and enquiry	[172,50] 208,00
(v) notice of attachment, if necessary, to a single person (identical notices, when there is more than one person to be given notice, for each after the first)	[22,00] 24,50 [13,00] 14,50
(vi) when an attachment is withdrawn by a judgment creditor or stayed before sale, 3 per cent on the value of the property attached or the amount of the writ, whichever is the lesser, but subject to a maximum of	[574,00] 626,50
(vii) when a writ is paid by the debtor to the sheriff after attachment but before sale, 9 per cent on the amount so paid, with a minimum fee of [R85,00] R93,00 and a maximum of	[832,50] 908,00
(viii) when moneys are taken in execution, 9 per cent of the amount so taken, but subject to a maximum of	[832,50] 908,00
(ix) for drawing up advertisements of sale of goods attached	[85,00] 93,00
(x) for selling in execution, including distribution of the proceeds, on the first R15 000,00 or part thereof, 9 per cent, and thereafter, 6 per cent, with a maximum of	[11653,50] 12 706,50
(xi)	
(xii) commission shall not be chargeable against a judgment debtor on the value of movable property attached and subsequently claimed by a person other than	

the judgment debtor and released in consequence of such claim, unless such property has been attached at the express direction of the judgment creditor, in writing, in which event the judgment creditor shall be liable to the sheriff for the commission;	
(xiii) for insuring movable property attached when it is considered necessary and when the sheriff is directed thereto in writing by the judgment creditor, in addition to the amount of premium paid, an inclusive fee of	[45,00] <u>49,00</u>
(e) for keeping possession of property (money excluded)-	
(i) for each officer necessarily left in possession, a reasonable inclusive fee per officer per day not exceeding	[158,00] <u>172,50</u>
NOTE: 'Possession' means the continuous and necessary presence on the premises for the period in respect of which possession is reckoned, of a person employed and paid by the sheriff for the sole purpose of retaining possession	
(ii) for removal and storage, the reasonable and necessary expenses for such removal and storage, and if an animal is to be stabled or fed, the reasonable charges for such stabling and feeding;	
(iii) for tending livestock, the necessary expenses for tending such stock;	
(iv) when no officer is left in possession and no security bond is taken, but movable property attached remains under the supervision of the sheriff, per day	[6,00] <u>7,00</u>
6. (a) For making an inventory, including all necessary copies and time spent in stocktaking, per hour or part thereof	[158,00] <u>172,50</u>
(b) For assistance, where necessary, in taking inventory, a reasonable and inclusive fee per day, not exceeding	[158,00] <u>172,50</u>
7. (a) For making return of service or execution, including drawing up and typing of original for court, limited to one person upon each original process; and	
(b) copy thereof for party desiring service or execution.	[52,00] <u>57,00</u>
8. Drawing and completing of bail bond, deed of suretyship or indemnity bond.	[31,00] <u>34,00</u>
9. For the making of all necessary copies of documents per A4 size page.	[6,50] <u>7,50</u>
10.	
11. Attending any criminal session of a superior court or any circuit court, [R126,00] <u>R137,50</u> per hour or part thereof, with a maximum per day of	[574,00] <u>626,50</u>
12. For the writing of each necessary letter, facsimile or electronic mail excluding formal letters accompanying process or returns	[23,00] <u>25,50</u>
13. Each necessary attendance by telephone:	[20,00] <u>22,00</u>
14. Sending and receiving of each necessary facsimile or electronic mail per page (in addition to telephone charges):	[8,50] <u>9,50</u>
15. Bank charges: Actual costs incurred regarding bank charges [and cheque forms] .	
16. For interpleaders referred to in rule 58.	[800,00] <u>873,00</u>

<p>17. (a) Where the mandator instructs the sheriff, in writing, to serve or execute a document referred to in item 2 or 5 on an urgent basis or after hours, the sheriff shall charge an additional fee, irrespective of whether the service or execution was successful, and such additional fee shall be paid by the mandator, save where the court orders otherwise.</p>	<p>[283,00] <u>308,00</u></p>
<p>(b) For the purpose of paragraph (a)— (i) "urgent" means on the same day or within twenty four hours of the written instruction; and (ii) "after hours" means any time— (aa) before 7h00 or after 19h00 on Mondays to Fridays; or (bb) on a Saturday, Sunday or public holiday."</p>	

Amendment of rule 69 of the Rules

19. Rule 69 of the Rules is hereby amended by the substitution for subrule (5) of the following subrule:

"(5) The taxation of advocates' fees as between party and party shall be effected by the taxing master in accordance with this rule and, where applicable, the tariff. Where the tariff does not apply, **[he]** the taxing master shall allow such fees (not necessarily in excess thereof) as he or she considers reasonable."

Amendment of rule 70 of the rules

20. Rule 70 of the rules is hereby amended by the substitution for the Tariff of Fees of Attorneys of the following Tariff of Fees of Attorneys:

"TARIFF OF FEES OF ATTORNEYS

A – CONSULTATIONS, APPEARANCES, CONFERENCES AND INSPECTIONS

1. Consultation with a client and witnesses to institute or to defend an action, for advice on evidence or advice on commission, for obtaining an opinion or an advocate's guidance in preparing pleadings, including exceptions, and to draft an affidavit, per quarter of an hour or part thereof—
 - (a) by an attorney.....**[R357,00]**R388,00
 - (b) by a candidate attorney.....**[R111,50]**R120,50

2. Consultation to note, prosecute or defend an appeal, per quarter of an hour or part thereof—
 - (a) by an attorney**[R357,00]**R388,00
 - (b) by a candidate attorney**[R111,00]**R120,50

3. Attendance by an attorney in court at proceedings in terms of rule 37 of these Rules, per quarter of an hour or part thereof**[R357,00]**R388,00

4. (a) Attendance by an attorney, where necessary, to assist at a contested proceeding, per quarter of an hour or part thereof R388,00
 (b) Attendance by a candidate attorney, where necessary, to assist at a contested proceeding, per quarter of an hour or part thereof ~~[R111,00]~~R120,50
5. Any conference with an advocate, with or without witnesses, on pleadings, including exceptions and particulars to pleadings, applications, affidavits and testimony, and on any other matter which the taxing officer may consider necessary, per quarter of an hour or part thereof—
 (a) by an attorney ~~[R357,00]~~R388,00
 (b) by a candidate attorney ~~[R111,00]~~R120,50
6. Any other conference which the taxing officer may consider necessary, per quarter of an hour or part thereof—
 (a) by an attorney ~~[R357,00]~~R388,00
 (b) by a candidate attorney ~~[R111,00]~~R120,50
7. Any inspection *in situ*, or otherwise, per quarter of an hour or part thereof—
 (a) by an attorney ~~[R357,00]~~R388,00
 (b) by a candidate attorney ~~[R102,00]~~R120,50
8. Attending to give or take disclosure, per quarter of an hour or part thereof—
 (a) by an attorney ~~[R357,00]~~R388,00
 (b) by a candidate attorney ~~[R111,00]~~R120,50
9. Inclusive fee for necessary consultations and discussions with a client, witness, other party or advocate not otherwise provided for, per quarter of an hour or part thereof—
 (a) by an attorney ~~[R357,00]~~R388,00
 (b) by a candidate attorney ~~[R111,00]~~R120,50
10. Appearance by an attorney in court or the performance by an attorney of any of the other functions of an advocate, in terms of the Legal Practice Act, 2014 (Act No. 28 of 2014). The tariff under rule 69 shall apply
11. The rates of remuneration in items 1 to 9 do not include time spent travelling or waiting and the taxing officer may, in respect of time necessarily so spent, allow such additional remuneration as he or she in his or her discretion considers fair and reasonable, but not exceeding ~~[R357,00]~~ R388,00 per quarter of an hour or part thereof in the case of an attorney and ~~[R111,00]~~ R120,50 per quarter of an hour or part thereof in the case of a candidate attorney plus a reasonable amount for necessary conveyance.

B - DRAFTING AND DRAWING

1. The drawing up of a formal statement in a matrimonial matter, verifying affidavits, affidavits of service or other formal affidavits, index to brief, short brief, statements of witnesses, powers of attorney to sue or defend, as well as other formal documents and summonses, including all documents such as the prescribed forms

in the First Schedule to these Rules, but not the particulars of claim in an annexure to the summons: an inclusive tariff - drawing up, checking, typing, printing, delivery and filing thereof, per page of the original only[R144,00]R156,50

2. The drawing up of other necessary documents, including—
 - (a) instructions for an opinion, for an advocate's guidance in preparing pleadings, including further particulars and requests for same, including exceptions;
 - (b) instructions to advocate in respect of all classes of pleadings;
 - (c) an exception or affidavit, any notice (except a formal notice), particulars of claim or an annexure to the summons, opinion by an attorney or any other important document not otherwise provided for,
 an inclusive tariff - drawing up, checking, typing, printing, delivery and filing thereof, per page of the original only[R357,00]R388,00

3. Letters, facsimiles and electronic mail: inclusive tariff for drawing up, checking, typing, printing, scanning, delivery, postage, posting and transmission thereof, per page.....[R144,00]R156,50

NOTE 1: Particulars of dispatched letters [, telegrams and facsimiles] including letters electronically transmitted need not be specified in a bill of costs. The number of letters written must be specified, as well as the total amount charged. The opposing party, as well as the taxing officer, is entitled to inspect the papers should the correctness of the item be disputed.

NOTE 2: Whenever an attorney performs any of the work listed in this section, the fees set out herein in respect of such work shall apply and not any fees which would be applicable in terms of the tariff under rule 69 if an advocate had performed the work in question.

C - ATTENDANCE AND PERUSAL

1. Attending the receipt, entry, perusing, considering and filing of—
 - (a) any summons, affidavit, pleading, advocate's advice and drafts, report, important letter, notice or document;
 - (b) any formal letter, record stock sheets in voluntary surrenders, judgments or any other material document not elsewhere specified;
 - (c) any plan or exhibit or other material document which was necessary for the conduct of the action, per page.....[R72,00]R78,00

2. Sorting, arranging and paginating papers for pleadings, advice on evidence or brief on trial or appeal, per quarter of an hour or part thereof—
 - (a) by an attorney.....[R357,00]R388,00
 - (b) by a candidate attorney.....[R111,00]R120,50

NOTE: Particulars of received papers need not be specified in bills of costs. The number of papers and pages received, as well as the total amount charged therefor, must be specified. The opposing party as well as the taxing officer is entitled to

inspect the papers received if the correctness of the item is disputed.

D – MISCELLANEOUS

1. For necessary copies, including photocopies, of any document or papers not already provided for in this tariff, per A4 size page.....~~[R5,00]~~R6,00
2. Attending to arrange translation and thereafter to procure same, per quarter of an hour or part thereof—
 - (a) by an attorney.....~~[R357,00]~~R388,00
 - (b) by a candidate attorney.....~~[R111,00]~~R120,50
3. Necessary telephone calls: The actual cost thereof, plus for every five minutes or part thereof—
 - (a) by an attorney.....~~[R119,00]~~R130,00
 - (b) by a candidate attorney~~[R37,00]~~R40,00
4. ...
5. Testimony: Fair and reasonable charges and expenses which in the opinion of the taxing officer were duly incurred in the procurement of the evidence and the attendance of witnesses whose witness fees have been allowed on taxation: Provided that the preparation fees of a witness shall not be allowed without an order of the court or the consent of all interested parties.

E - BILL OF COSTS

In connection with a bill of costs for services rendered by an attorney, the attorney shall be entitled to charge:

1. For drawing the bill of costs, making the necessary copies and attending settlement, 11 per cent of the attorney's fees, either as charged in the bill, if not taxed, or as allowed on taxation.
2. In addition to the fees charged under item 1, if recourse is had to taxation for arranging and attending taxation and obtaining consent to taxation, 11 per cent on the first R10 000,00 or portion thereof, 6 percent on the next R10 000,00 or portion thereof and 3 per cent on the balance of the total amount of the bill.
3. (a) Whenever an attorney employs the services of another person to draft his or her bill of costs, a certificate shall accompany that bill of costs in which that attorney certifies that—
 - (i) the bill of costs thus drafted was properly perused by him or her and found to be correct; and
 - (ii) every description in such bill with reference to work, time and figures is consistent with what was necessarily done by him or her.

- (b) The taxing officer may—
 - (i) if he or she is satisfied that one or more of the requirements referred to in item 3(a) has not been complied with, refuse to tax such bill;
 - (ii) if he or she is satisfied that fees are being charged in a party-and-party bill of costs —
 - (aa) for work not done;
 - (bb) for work for which fees are to be charged in an attorney-and-client bill of costs; or
 - (cc) which are excessively high,

deny the attorney the remuneration referred to in items 1 and 2 of this section, if more than 20 per cent of the number of items in the bill of costs, including expenses, or of the total amount of the bill of costs, including expenses, is taxed off.

NOTE: The minimum fees under items 1 and 2 shall be ~~[R284,00]~~R309,50 for each item.

F - EXECUTION

- 1. Drafting, issue and execution of a warrant of execution and attendances in connection therewith, excluding sheriffs fees (if not taxed)..... ~~[R710,00]~~R772,00
- 2. Reissue.....~~[R179,00]~~R194,00"

Substitution of rule 71 of the Rules

21. The following rule is hereby substituted for rule 71 of the Rules:

“71 Repeal of rules

All rules made under any provision of a law repealed by section ~~[forty-six] 46~~ of the Act or under paragraph (a) of subsection (2) of section ~~[forty-three] 43~~ of the Act, as substituted by section ~~[eleven] 11~~ of the Supreme Court Amendment Act, 1963 (Act No. 85 of 1963) regulating the conduct of the proceedings of the various provincial and local divisions are hereby repealed in terms of subsection (5) of section ~~[forty-three] 43~~ of the Act, save to the extent indicated in the appended schedule.”.

imaging, or other documentary information of a like nature relevant to the assessment of such damages, and to provide copies or records thereof upon request.”.

Amendment of the First Schedule to the Rules

22. The First Schedule to the Rules is hereby amended—

- (a) by the substitution for Form 1 of the following Form

**“FORM 1
EDICTAL CITATION: SHORT FORM OF PROCESS**

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

In the matter between:

..... Plaintiff

and

..... Defendant

To:

A B (sex) (occupation) formerly
residing at, but whose present whereabouts are unknown:

TAKE NOTICE that by summons sued out of this court, you have been called upon to give
notice, within days after publication hereof, to the registrar and to the plaintiff's attorney
of your intention to defend (if any) in an action wherein C D
..... claims:

- (a)
- (b)
- (c)

TAKE NOTICE FURTHER that if you fail to give such notice, judgment may be granted against
you without further reference to you.

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

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

.....
Plaintiff's Attorney

Address for service:

.....
.....";

(b) by the substitution for Form 2A of the following Form:

"FORM 2A

**NOTICE OF APPLICATION TO DECLARE IMMOVABLE PROPERTY EXECUTABLE IN
TERMS OF RULE 46A**

In the High Court of South Africa
(..... Division)

Case No.

In the matter between:

..... Applicant
and

..... Respondent

Please take notice that the applicant herein intends to make application to the above Honourable Court on at or as soon thereafter as the matter may be heard for an order in the following terms:

- (a)
- (b)
- (c)

And take notice that—

- (a) the affidavit of annexed hereto, together with annexures thereto, will be used in support of the application; and
- (b) the applicant appoints the address below as the address at which service of documents in this application will be accepted.

The/any respondent may oppose the application or make relevant submissions to the court. A respondent intending to do so **[must] shall**—

- (a) set out such opposition or submissions in an affidavit;
- (b) serve a copy of the affidavit on the applicant/attorney and file the original with the registrar of the above court within 10 days of service of this notice of application;
- (c) together with service and filing of the affidavit, appoint an address within **[15] 25** kilometres of the office of the registrar of the above court and an electronic mail address, where available, at either of which addresses documents may be served on the respondent, as well as such respondent's postal or facsimile addresses where available; and
- (d) appear at the above court on

A respondent who opposes the application **[must] shall** in addition in such respondent's affidavit—

- (a) admit or deny the allegations made by the applicant; and
- (b) state the reasons for opposing the application and set out the grounds upon which the opposition is based.

Failure by a respondent to do any of the things mentioned in this notice of application may result in the court granting the orders prayed for above.

DATED atthis day of20.....

.....
Applicant/ his or her Attorney
Address:
.....

To: The Registrar of the High Court
And to:
..... Respondent
Address:
.....”

(c) by the substitution for Form 3 of the following Form:

**"FORM 3
SUMMONS: PROVISIONAL SENTENCE**

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

In the matter between:

..... Plaintiff

and

..... Defendant

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

INFORM A B (sex),
..... (occupation), of (residence or
place of business) and hereinafter called the defendant:

(1) that he or she is hereby called upon immediately to pay to C
D (sex) (occupation) of R
..... (residence or place of business)
..... (hereinafter called the plaintiff) an amount of
..... together with interest thereon at the rate of % per annum as from
..... claimed by plaintiff (here set out the cause of
action), and a copy of which document is annexed hereto;

(2) that failing such payment, he or she is hereby called upon to appear before this Court personally or by an advocate or by an attorney who, under section 4(2) of the Right of Appearance in Courts Act, 1995 (Act No. 62 of 1995), has the right of appearance in the **[Supreme]** High Court, at on the day of **[19] 20** at (time) in the forenoon (or as soon thereafter as the matter can be heard) to admit or deny his or her liability for the said claim, and to state why the mortgaged property should not be declared executable;

(3) that if he or she denies liability for the same, he or she shall not later than noon on the day of **[19] 20**, file an affidavit with the registrar of this court, and serve a copy thereof on plaintiff's attorney, which affidavit shall set forth the grounds of his or her defence to the said claim, and in particular state whether he or she admits or denies his or her signature to the said or whether he or she admits or denies the signature or authority of his or her agent.

AND INFORM the said defendant further that in the event of his or her not paying the amount and interest above-mentioned to the plaintiff immediately and if he or she (the said defendant) further fails to file an affidavit as aforesaid, and to appear, before this Court at the time above stated, provisional sentence may forthwith be granted against him or her with costs, and the

mortgaged property may be declared executable, but that against payment of the said amount, interest and costs, he or she will be entitled to demand security for the restitution thereof if the said sentence should thereafter be reversed.

AND serve a copy of this summons and of the said on the said defendant and then return this summons to the registrar with your return of what you have done thereon.

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

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

.....
Plaintiff's Attorney

Address for service:
.....
.....
.....;

(d) by the substitution for Form 7 of the following Form:

**"FORM 7
NOTICE TO THIRD PARTY**

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

In the matter between:

..... Plaintiff

and

..... Defendant

and

..... Third Party

TO THE ABOVE-NAMED THIRD PARTY:

TAKE NOTICE that the above-named plaintiff has commenced proceedings against the above-named defendant for the relief set forth in the summons, a copy of which is herewith served upon you.

The above-named defendant claims a contribution or indemnification (or such other grounds as may be sufficient to justify a third-party notice) on the grounds set forth in the annexure hereto.

If you dispute those grounds or if you dispute the claim of the plaintiff against the defendant you must give notice of your intention to defend, within days. Such notice must be in writing and filed with the registrar and a copy thereof served on the above-named defendant at the address set out at the foot of this notice. It must give an address (not being a post office box or *poste restante*) referred to in rule 6(5)(b) for the service upon you of notices and documents in the action. Within 20 days of your giving such notice you must file a plea to the plaintiff's claim against the defendant or a plea to the defendant's claim against you, or both such pleas.

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

.....
 Defendant's Attorney
 (Address)
 To

and to
 Plaintiff's Attorney,
 (Address)";

(e) by the substitution for Form 8 of the following Form:

**"FORM 8
 NOTICE TO ALLEGED PARTNER**

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

Case No.....

In the matter between:

..... Plaintiff

and

..... Defendant

To: A B

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 a partnership of which you were from to a partner.

If you dispute that you were a partner or that the above-mentioned period is in any way relevant to your liability as a partner, you must within 10 days of the service of this notice give notice of your intention to defend. Upon your giving such notice a copy of the summons served upon the above-named defendant will be served upon you.

To give such notice you must file with the registrar and serve a copy thereof upon the plaintiff at the address set out at the foot hereof a notice stating that you intend to defend. Your notice must give an address (not being a post office box or poste restante) referred to in rule 6(5)(b) for the service upon you of notices and documents in the action. Unless you do all these things your notice will be invalid.

Thereafter you should file a plea in which you may dispute that you were a partner 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 be insufficient.

DATED atthis day of [19] 20.....

Attorney for

.....

.....

(Address)

(N.B. In application proceedings this form should be appropriately altered.);

(f) by the substitution for Form 11 of the following Form:

**"FORM 11
DISCOVERY – FORM OF AFFIDAVIT**

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

Case No

In the matter between:

A.B. Plaintiff

and

C.D. Defendant

I, C.D., the above-named defendant, make oath and say:

- (1) I have in my possession or power the documents relating to the matters in question in this cause set forth in the first and second parts of the First Schedule hereto.
- (2) I object to produce the said documents set forth in the second part of the said schedule hereto.
- (3) I do so for the reason that (here state upon what grounds the objection is made, and verify the fact as far as may be).
- (4) I have had, but have not now in my possession or power, the documents relating to the matters in question in this action, set forth in the Second Schedule hereto.
- (5) The last-mentioned documents were last in my possession or power (state when).

(6) The (here state what has become of the last-mentioned documents, and in whose possession they are now).

(7) According to the best of my knowledge and belief, I have not now, and never had in my possession, custody, or power, or in the possession, custody or power of my attorney, or agent, or any other person on my behalf, any document, or copy of, or extract from any document, relating to any matters in question in this cause, other than the documents set forth in the First and Second Schedules hereto.

DATED at this day of [19] 20

.....
Defendant";

(g) by the substitution for Form 12 of the following Form:

**"FORM 12
NOTICE IN TERMS OF RULE 35(5)**

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

Case No

In the matter between:

A. B. Plaintiff

and

C. D. Defendant

To:

Please take notice that the above-named plaintiff requires you within 15 days to deliver to the under-mentioned address a written statement setting out what documents of the following nature you have presently or had previously in your possession:

- (a)
- (b)
- (c)
- (d)

In such statement you must specify in detail which documents are still in your possession. If you no longer have any such documents which were previously in your possession you must state in whose possession they now are.

If you fail to deliver the statement within the time aforesaid, application will be made to court for an order compelling you to do so and directing you to pay the costs of such application.

DATED at this day of [19] 20

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

(h) by the substitution for Form 13 of the following Form:

**"FORM 13
DISCOVERY – NOTICE TO PRODUCE**

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

Case No

In the matter between:

..... Plaintiff

and

..... Defendant

TAKE NOTICE that the (plaintiff or defendant) requires you to produce within five days for his or her inspection the following documents referred to in your affidavit, dated the day of [19] 20

(Describe documents required)

DATED at this day of [19] 20

.....
Attorney for

.....
.....
.....
(Address)

To:
Attorney for the
.....
.....
(Address)";

(i) by the substitution for Form 14 of the following Form:

**"FORM 14
DISCOVERY – NOTICE TO INSPECT DOCUMENTS**

IN THE [SUPREME] HIGH COURT OF SOUTH AFRICA

29

(..... DIVISION)

Case No

In the matter between:

..... Plaintiff

and

..... Defendant

TAKE NOTICE that you may inspect the documents mentioned in your notice of the day of [19] 20....., at my office, or at and between the hours of and on the following days.

(or)

That the (plaintiff or defendant) objects to giving you inspection of the documents mentioned in your notice of the day of [19] 20....., on the grounds that (State the grounds)

DATED at this day of [19] 20

.....
Attorney for
(Address)

To:
Attorney for the
(Address);

(j) by the substitution for Form 15 of the following Form:

**"FORM 15
DISCOVERY – NOTICE TO PRODUCE DOCUMENTS IN PLEADINGS, ETC**

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

Case No

In the matter between:

..... Plaintiff

and

..... Defendant

TAKE NOTICE that the plaintiff (or defendant) requires you to produce for his or her inspection the following documents referred to in your (declaration or plea, or affidavit).

.....

(Describe documents required)

DATED at this day of [19] 20

.....
Attorney for
(Address)

To:
Attorney for the
(Address)";

(k) by the substitution for Form 16 of the following Form:

**"FORM 16
SUBPOENA**

IN THE HIGH COURT OF SOUTH AFRICA
(..... DIVISION)

Case No.....

In the matter between:

.....
Plaintiff

and

.....
Defendant

To the sheriff or deputy:
INFORM:

.....
.....

(State names, [sex,] occupation and place of business or residence of each witness)
that each of such persons is hereby required to appear in person before the above court at on the day of 20 at (time) and thereafter to remain in attendance until excused by the said court, in order to testify on behalf of the above-named plaintiff/defendant in regard to all matters within such person's knowledge relating to an action now pending in the said Court and wherein the plaintiff claims

- (1)
 - (2)
 - (3)
- from the defendant.

AND INFORM **[each of the said persons that]** EACH OF THE SAID PERSONS THAT:

[such] Such person is required to produce the following documents or things:

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

At the hearing of the matter the said person/s may claim privilege when called to testify in respect of the evidence to be given and/or the documents or things to be produced, but such documents and/or things listed herein must be brought to Court and be in such person's possession pending the determination of any claim of privilege.

Such person/s may waive privilege, but if the person intends claiming privilege in respect of the production of any document or thing, the said person must inform the party that caused the subpoena to be issued, as soon as is practicable prior to the hearing date, of the nature of privilege being claimed.

AND INFORM **[each of the said persons further]** EACH OF THE SAID PERSONS FURTHER that such person should on no account fail to comply with this subpoena as such person may become liable to a fine or to imprisonment not exceeding three months.

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

.....
 Registrar of the High Court

 Plaintiff/Defendant/Attorney”

(I) by the substitution for Form 18 of the following Form:

**“FORM 18
 WRIT OF EXECUTION**

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

Case No

In the matter between:

..... Plaintiff

and

..... Defendant

To the sheriff for the district of

You are hereby directed to attach and take into execution the movable goods of
, the above-mentioned defendant of

..... (address), and of the same to cause to be realised by public auction the sum of together with interest thereon at the rate of per centum per annum from the day of [19] 20, and the sum of for the taxed costs and charges of the said, which he or she recovered by judgment of this Court dated the day of [19] 20, in the above-mentioned case, and also all other costs and charges of the plaintiff in the said case to be hereafter duly taxed according to law, besides all your costs thereby incurred.

Further pay to the said or his or her attorney the sum or sums due to him or her with costs as above-mentioned, and for your so doing this shall be your warrant.

And return you this writ with what you have done thereupon.

DATED at this day of [19] 20

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

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

(m) by the substitution for Form 19 of the following Form:

**"FORM 19
FORM OF SECURITY UNDER RULE 45(5)**

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

Case No

In the matter between:

..... Plaintiff

and

..... Defendant

WHEREAS by virtue of certain writ of the [Supreme] High Court of South Africa, Division, dated the day of [19] 20, issued at the instance of A.B. against C.D. of the sheriff has seized and laid under attachment the undermentioned articles, namely:

- 10 oxen
- 1 plough
- 1 harrow
- etc, etc, etc

Now, therefore, we, the said C.D. and G.H., of a (occupation), as surety for him or her, bind ourselves severally and *in solidum*, hereby undertaking to the said sheriff or his or 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 or her to receive the same) on the day of **[19] 20** (the day appointed for the sale), or on any other day 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 or 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 **[19] 20**

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

.....
C.D.
Judgment debtor
.....

.....
G.H.
Surety
.....

.....
Deputy-Sheriff

ASSIGNMENT OF SURETY BONDS

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 **[19] 20**

.....
Deputy-Sheriff

As witnesses:

1.
2.

(n) by the substitution for Form 20 of the following Form:

**"FORM 20
WRIT OF ATTACHMENT – IMMOVABLE PROPERTY**

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

Case No.

In the matter between:

..... Plaintiff

34

and

..... Defendant

To the deputy sheriff for:

The district of

WHEREAS you were directed to cause to be realised the sum of in satisfaction of a judgment debt and costs obtained by A.B. against the said C.D. in this court on the day of [19] 20

AND WHEREAS your return stated (here quote the deputy-sheriff's return on the writ against movables).

NOW, therefore, you are directed to attach and take into execution the immovable property of the said C.D., being (here give the description of the property) to cause to be realised therefrom the sum of together with the costs hereof and of the prior writ amounting to and your charges in and about the same, and thereafter to dispose of the proceeds thereof in accordance with Rule of Court No. 45.

FOR which this shall be your warrant,

DATED at this day of [19] 20

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

.....
.....

Plaintiff's Attorney
(Address)"; and

(o) by the substitution for Form 21 of the following Form:

"Form 21

CONDITIONS OF SALE IN EXECUTION OF IMMOVABLE PROPERTY

In re:

..... Execution Creditor

and

..... Judgment Debtor

The immovable property (hereinafter referred to as the "property") which will be put up for auction on the day of 20 , consists of:

.....
The sale shall be conducted on the following conditions:

1. The sale shall be conducted in accordance with the provisions of rule 46 of the Uniform Rules of Court and all other applicable law.

2. The property shall be sold by the sheriff of.....at.....to the highest bidder without reserve/ subject to a reserve price of.....

3. The sale shall be for rands, and no bid for less than one thousand rands shall be accepted.

4. If any dispute arises about any bid, the property may again be put up for auction.

5. (a) If the sheriff makes any mistake in selling, such mistake shall not be binding on any of the parties, but may be rectified.

(b) If the sheriff suspects that a bidder is unable to pay either the deposit referred to in condition 7 or the balance of the purchase price, the sheriff may refuse to accept the bid of such bidder, or accept it provisionally until the bidder satisfies the sheriff that such bidder is able to pay the deposit and the balance of the purchase price.

(c) On the refusal of a bid under circumstances referred to in paragraph (b), the property may immediately be put up for auction again.

6. (a) The purchaser shall, as soon as possible after the sale and immediately on being requested by the sheriff, sign these conditions.

(b) If the purchaser purchases in a representative capacity, the purchaser shall disclose the name of the principal or person on whose behalf the property is being purchased.

7. (a) The purchaser shall pay to the sheriff a deposit of 10 per cent of the purchase price in cash or by bank guaranteed cheque on the day of the sale.

(b) The balance shall be paid against transfer and shall be secured by a guarantee issued by a financial institution approved by the execution creditor or his or her attorney, and shall be furnished to the sheriff within days after the date of sale.

8. (a) If the purchaser fails to carry out any obligation due by the purchaser under the conditions of sale, the sale may be cancelled by a judge summarily on the report of the sheriff after due notice to the purchaser, and the property may again be put up for sale.

(b) In the event of the circumstances in paragraph (a) occurring, the purchaser shall be responsible for any loss sustained by reason of such default, which loss may, on the application of any aggrieved creditor **[whose name appears on the sheriff's distribution account]** referred to in subparagraphs (i) and (ii) of Rule 46(14)(c), be

recovered from the purchaser under judgment of a judge pronounced on a written report by the sheriff, after such purchaser has been given notice in writing that such report will be laid before the judge for such purpose.

(c) If the purchaser is already in possession of the property, the sheriff may, on notice to affected parties, apply to a judge for an order evicting the purchaser or any person claiming to occupy the property through the purchaser or otherwise occupying the property.

9 . (a) The purchaser shall immediately on demand pay the sheriffs' commission calculated as follows.....;

(b) The purchaser shall be liable for and pay, within 10 days of being requested to do so by the appointed conveyancer, the following:

(i) All amounts due to the municipality servicing the property, in terms of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000), for municipal service fees, surcharges on fees, property rates and other municipal taxes, levies and duties that may be due to a municipality; and where applicable

(ii) All levies due to a body corporate in terms of the Sectional Titles Act, 1986 (Act No. 95 of 1986) or amounts due to a home owners or other association which renders services to the property.

(iii) The costs of transfer, including conveyance fees, transfer duty and any other amount necessary for the passing of transfer to the purchaser.

10. (a) The property may be taken possession of after signature of the conditions of sale, payment of the deposit and upon the balance of the purchase price being secured in terms of condition 7 (b).

(b) Should the purchaser receive possession of the property, the purchaser shall be liable for occupational rental at the rate of R.....per month from..... to date of transfer.

(c) Upon the purchaser taking possession (occupation), the property shall be at the risk and profit of the purchaser.

(d) The execution creditor and the sheriff give no warranty that the purchaser shall be able to obtain personal and/or vacant occupation of the property or that the property is not occupied.

11. (a) The purchaser shall be entitled to obtain transfer forthwith upon payment of the whole purchase price and compliance with condition 9, alternatively, transfer shall be passed only after the purchaser has complied with the provisions of conditions 7 and 9 hereof.

(b) If the transfer is delayed by the purchaser, the purchaser shall be liable for interest at the rate of..... per cent per annum on the purchase price.

12. (a) The sheriff may demand that any improvements to the property sold shall be immediately insured by the purchaser for their full value, proof of insurance given to the sheriff and such insurance policy kept in force until transfer is registered.

(b) Should the purchaser fail to comply with the obligations in paragraph (a), the sheriff may effect the necessary insurance, the cost of which insurance shall be for the purchaser's account.

13. (a) The property is sold as represented by the title deeds and diagram or sectional plan, subject to all servitudes and conditions of establishment, whichever applies to the property.

(b) The sheriff shall not be liable for any deficiency that may be found to exist in the property.

14. The execution creditor shall appoint the conveyancer to effect transfer of the property to the purchaser: Provided that the sheriff shall be entitled to appoint a new conveyancer should the conveyancer appointed by the execution creditor not proceed timeously or satisfactorily with the transfer.

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

.....Sheriff

I certify hereby that today the..... in my presence the hereinbefore-mentioned property was sold for.....to
.....
.....

I, the undersigned....., residing at.....in the district of.....do hereby bind myself as the purchaser of the hereinbefore-mentioned property to pay the purchase price and to perform all and singular the conditions mentioned above.”

Amendment of the Second Schedule to the Rules

23. The Second Schedule to the Rules is hereby amended—

(a) by the substitution for Form A of the following Form:

**“FORM A
WRIT OF EXECUTION – MOVABLE PROPERTY, PROVISIONAL SENTENCE**

IN THE [SUPREME] HIGH COURT OF SOUTH AFRICA

(..... DIVISION)

Case No

In the matter between:

A .B. Plaintiff

and

C.D. Defendant

To the sheriff for the:

District of

YOU are hereby directed to attach and take into execution the movable goods of C.D., the abovementioned defendant, of (address) and of the same to cause to be realized by public auction the sum of R..... together with interest thereon at per centum per annum from the day of [19] 20..... and the sum of R..... for the taxed costs and charges of the said A.B. which he or she recovered provisionally by judgment of this court on the day of [19] 20 in the abovementioned suit, and also all other costs and charges of the said plaintiff in the said suit to be hereafter taxed according to law, besides all your costs thereby incurred, and two rand ten cents in addition in case the said defendant shall require security *de restituendo* and further to pay to the said A.B. or his or her attorney the sum or sums due to him or her with costs as abovementioned upon sufficient security (if required) being given by him or her for the restitution thereof, if in the principal case the said sentence is reversed, and for so doing this shall be your warrant.

AND return this writ with what you have done thereupon.

DATED at this day of [19] 20

.....
Registrar

.....
.....
.....
Plaintiff's Attorneys
(Address)";

(b) by the substitution for Form B of the following Form:

**"FORM B
WRIT OF ATTACHMENT – PROVISIONAL SENTENCE –
IMMOVABLE PROPERTY DECLARED EXECUTABLE**

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

Case No

In the matter between:

A.B. Plaintiff

and

C.D. Defendant

To the sheriff for the:

District of

YOU are hereby directed to attach certain (here set out fully the description of the property) which was by sentence of this court bearing date the day of [19] 20 ... specially declared executable to satisfy the sum of and interest thereon at per centum per annum from the day of [19] 20 to date of payment, which A.B. by the said sentence recovered provisionally against the said C.D., together with the sum of R..... for the taxed costs and charges of the said A.B. and two rand ten cents in addition in case the defendant shall require security *de restituendo*, and also the sum of R..... being the taxed costs of this writ besides all your costs thereby incurred, and pay to the said A.B. or his or her attorney the sum or sums due to him or her with costs as above-mentioned upon sufficient security (if required) being given by him or her for restitution thereof if in the principal case the said sentence be reversed, and for so doing this shall be your warrant.

AND return you this writ with what you have done thereupon.

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

.....
Registrar.....
.....
.....
Attorney for Plaintiff.

(Address)";

(c) by the substitution for Form C of the following Form:

"FORM C**DE RESTITUENDO BOND AFTER LEVY OF A PROVISIONAL SENTENCE,
WHEN THE DEFENDANT INTENDS TO GO INTO THE PRINCIPAL CASE**

WHEREAS on the day of [19] 20 (plaintiff) of did by sentence of the Division of the [Supreme] High Court of South Africa, recover provisionally against C.D. the sum of R..... with interest and costs by him or her about his or her suit in that behalf

expended; and whereas the sheriff has levied by virtue of the said sentence the sum of R....., and whereas the said C.D. has required security for the restitution thereof in the principal case the said sentence shall be reversed:

KNOW ALL MEN by these presents that I. A. B. of and held and firmly bound to C.D. of in the sum of R....., to be paid to the said C.D., his or her executors, administrators or assigns, for which payment, to be well and truly made, I bind myself, my heirs, executors, administrators or assigns firmly by these presents under my hand:

NOW the condition of this obligation is such that if the said sentence shall in the principal case be reversed, then the said sheriff shall pay to the said C.D, his or her heirs, executors, administrators or assigns, the said sum of R..... or such part thereof as the said court may adjudge, but if the said sentence should be confirmed, or if the said C.D. does not enter appearance to defend within *two* months from date of the judgment aforesaid then this bond shall be null and void; otherwise it shall be and remains of full force and effect.

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

AS WITNESSES:

.....
.....
.....”;

(d) by the substitution for Form E of the following Form:

**“FORM E
WRIT OF EJECTMENT**

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

Case No

In the matter between:

A .B. Plaintiff (Applicant)
and
C .D. Defendant (Respondent)

Whereas A.B., (occupation and address) obtained an order in the Division of the [Supreme] High Court of South Africa on the day of [19] 20, against C.D. (occupation and address), ordering him or her and all persons claiming through him or her to be ejected from and out of (set out the property or premises from which the defendant is to

be ejected), at present occupied by the said C.D. as appears to us of record.

Now therefore you are directed to eject the said C.D. and all persons claiming through him or her, his or her goods and possessions from and out of all occupation and possession whatsoever of the said ground and/or premises, and to leave the same, to the end that the said A.B. may peaceably enter into and possess the same, and for so doing this shall be your warrant.

DATED at this day of [19] 20

Registrar

.....

Plaintiff's Attorneys
 (Address)";

(e) by the substitution for Form F of the following Form:

**"FORM F
 WRIT OF COMMITMENT FOR CONTEMPT OF COURT**

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

Case No

In the matter between:

A .B. Applicant
 and
 C.D. Respondent

(1) To the Sheriff of the Province of or [his] lawful deputy.
 WHEREAS it appears of record that this court on the day of [19]
 20, granted an order:

(set out particulars of order of Court)

AND WHEREAS it appears to record that this Court, on the day of,
 [19] 20, granted a decree committing the respondent for contempt of Court for failing to
 comply with the aforesaid order of Court, in the manner following:

(here set out the terms of his omission)

YOU are hereby directed to take C.D. of in the Province of
, if he or she be found within that Province and deliver him or her
 to the keeper of the prison of the district in which he or she be found, together with a duly
 certified copy of this writ, there to be safely kept until the expiration of
 from the date upon which he or she shall have been detained in the said prison by virtue of

this warrant, or until the said C.D. shall be otherwise legally discharged; and for your so doing this shall be your warrant.

AND return you this writ with what you have done thereupon.

(2) To the Officer Commanding the Prison to whom the sheriff presents this writ.

YOU are hereby commanded and required to receive the said C.D. into your custody and keep him or her safely until the expiration of from the date on which the said C.D. shall be received in the said prison by virtue of this warrant or until he or she shall be otherwise legally discharged.

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

Registrar

Plaintiff's Attorneys";

(f) by the substitution for Form H of the following Form:

**"FORM H
WRIT OF ATTACHMENT, AD FUNDANDAM JURISDICTIONEM
IN THE [SUPREME] HIGH COURT OF SOUTH AFRICA
(..... DIVISION)**

Case No

In the matter between:

A .BPlaintiff

and

C.D Defendant

To the sheriff for the District of

YOU are hereby directed pursuant to an order of the Division of the [Supreme] High Court of South Africa, bearing date the day of 19....., forthwith to attach (here set out the property) at present at (address) ad fundandam jurisdictionem of the said Court in an action by A. B. against C.D. of (address of respondent) for (here set out the cause of action); and for so doing this shall be your warrant.

AND return you this writ with what you have done thereon.

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

.....
Registrar

.....
Applicant's Attorney
(Address)

NOTE: The sheriff cannot attach merely on the order of court; he or she must be furnished with a writ as above.”;

(g) by the substitution for Form I of the following Form:

**"FORM I
AUTHENTICATION OF SIGNATURE**

TO ALL WHOM IT MAY CONCERN:

I, (Registrar's name in full), Registrar of the **[Supreme] High** Court of South Africa, Division, do hereby certify that (Notary's or Attorney's name in full), whose signature appear on the document hereto annexed marked 'A', is a Notary Public or Attorney by lawful authority duly sworn and admitted and* practising as such in this Province, and that to all Acts, Instruments, Documents and Writings subscribed by him or her in that capacity full faith and credence are given in this Province in Court and thereout.

GIVEN UNDER MY HAND and Seal of Office, at, in the Province of on this day of in the year **[One Thousand Nine Hundred] Two Thousand** and

.....
Registrar of the **[Supreme] High** Court
of South Africa (*Seal*)

.....
Division

* If the notary or attorney has taken an affidavit, add "and as such a Commissioner for Oaths."; and

(h) by the substitution for Form J of the following Form:

**"FORM J
CERTIFICATE OF SERVICE OF FOREIGN PROCESS**

I,, registrar of the division of the **[Supreme] High** Court of South Africa hereby certify that the following documents are annexed:

- (1) the original request for service of process or citation received from (state, territory or court) in the matter between and
- (2) the process received with such request;
- (3) the proof of service upon, the person named in such request for service, together with the certificate of verification of

I also certify that the service so proved and the proof thereof are such as are required by the practice and rules of this division of the **[Supreme] High Court** of South Africa.

I further certify that the cost of effecting such service, duly certified by the taxing officer of this division, amounts to the sum of R.....

GIVEN UNDER MY HAND and Seal of Office, atthis day of **[19] 20**

.....
Registrar of the **[Supreme] High Court**
of South Africa (Seal)

.....
Division".

Commencement

24. These Rules come into operation on **19 June 2023**.

DEPARTEMENT VAN JUSTISIE EN STAATKUNDIGE ONTWIKKELING

NO. R. 3397

12 Mei 2023

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

WYSIGING VAN DIE REËLS WAARBY DIE VOER VAN DIE VERRIGTINGE VAN DIE
PROVINSIALE EN PLAASLIKE AFDELINGS VAN DIE HOOGGEREGSHOF 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 vetdruk in vierkantige hakies dui op weglatings uit die bestaande reëls.
- _____ Woorde of uitdrukkings met 'n volstreep daaronder dui op invoegings in die bestaande reëls.

Woordomskrywing

1. In hierdie Bylae beteken die "reëls", die Reëls waarby die verrigtinge van die Provinsiale en Plaaslike Afdelings van die Hoë Hof van Suid-Afrika gereël word soos gepubliseer in Goewermentskennissgewing No. R. 48 van 12 Januarie 1965 en soos gewysig deur Goewermentskennissgewings 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, R. 1157 van 30 Oktober 2020, R. 1603 van 17 Desember 2021, R. 2133 van 3 Junie 2022 en R. 2413 van 26 Augustus 2022.

Wysiging van reël 6 van die Reëls

2. Reël 6 van die Reëls word hierby gewysig—

(a) deur in subreël (5) paragrafe (a) en (b) onderskeidelik deur die volgende paragraaf te vervang:

“(5)(a) Eike aansoek wat nie 'n ex parte-aansoek is nie, **[moet]** geskied by kennisgewing van mosie so na moontlik bewoord soos Vorm 2(a) van die Eerste Bylae, en juiste afskrifte van die kennisgewing en alle aanhangsels daartoe **[moet]** word aan elke party aan wie kennis daarvan gegee moet word, beteken word.

(b) In 'n kennisgewing van mosie moet die applikant—

(i) 'n adres binne 15 kilometer van die kantoor van die griffier en 'n elektroniese posadres, indien aan die applikant beskikbaar, noem, [waar] by enige een waarvan die applikant kennisgewing en betekening van alle dokumente in sodanige geding sal aanvaar;

(ii) die applikant se [pos-, faksimilee-] posadresse of [elektroniese posadresse] faksimilee-adresse indien beskikbaar, verskaf; en

(iii) 'n dag vermeld, minstens vyf dae na betekening daarvan aan die respondent, waarbinne die respondent na betekening die applikant skriftelik kennis moet gee of die

respondent van voorneme is om die aansoek te bestry, en verder vermeld dat as kennis nie aldus gegee word nie, die aansoek op 'n bepaalde dag, minstens 10 dae na betekening van die kennisgewing aan die respondent, vir beregting ter rolle geplaas sal word:

Met dien verstande dat—

(aa) vir die doeleindes van hierdie subreël, sal die dae tussen 21 Desember en 7 Januarie, albei ingesluit, nie by die toegelate tyd vir die aflewering van 'n kennisgewing van voorneme om te bestry of die aflewering van enige beëdigde verklaring ingereken word nie;

(bb) die bepalings van subparagraaf (aa) sal nie op aansoeke wat ingevolge subreël 6(12) van hierdie reël en aansoeke wat ingevolge reël 43 gebring word, van toepassing wees nie."

(b) deur in subreël (5)(d) subparagrafe (i), (ii) en (iii) onderskeidelik deur die volgende subparagrafe te vervang:

"(d)Iemand wat die toestaan van 'n bevel in die kennisgewing van mosie aangevra, bestry[, moet]—

(i) moet binne die tyd in die kennisgewing vermeld, die applikant skriftelik kennis gee dat hy of sy van voorneme is om die aansoek te bestry, en in sodanige kennisgewing 'n adres vermeld binne [15] 25 kilometer van die kantoor van die griffier en 'n elektroniese posadres, indien dit aan sodanige persoon beskikbaar is, waarvan enige een 'n adres is waar sodanige persoon kennisgewing en betekening van alle dokumente sal aanvaar, asook sodanige persoon se [pos-, faksimilee-] posadresse of [elektroniese posadresse] faksimilee-adresse indien beskikbaar;

(ii) moet binne [vyftien] 15 dae na kennisgewing aan die applikant van sy of haar voorneme om die aansoek teen te staan, sy of haar antwoordende beëdigde verklaring, indien enige, aflewer saam met enige desbetreffende dokumente indien; en

(iii) as hy of sy van voorneme is om enige regspunt te opper, moet hy of sy 'n kennisgewing aflewer van sy of haar voorneme om so te doen, binne die tydperk vermeld in die voorafgaande subparagraaf, en sodanige regspunt vermeld."

(c) deur in subreël (5)(f) subparagraaf (iii) deur die volgende subparagraaf te vervang:

"(iii) As die aansoeker nie binne die betrokke tyd 'n datum aanvra nie, kan die respondent dit onmiddellik by verstryking doen. Skriftelike kennisgewing van die toegewese datum [moet] word deur die applikant of respondent, na gelang van die geval, aan die teenparty gegee [word] binne vyf dae vanaf kennisgewing van die griffier."

Wysing van reël 8 van die Reëls

3. Reël 8 van die Reëls word hierby gewysig deur subreëls (1), (5), (6), (7), (10) en (11) deur die volgende subreëls te vervang:

(a) "(1) Waar iemand regtens vir voorlopige vonnis gedagvaar kan word, geskied dit by wyse van 'n dagvaarding so na moontlik bewoord soos Vorm 3 in die Eerste

Bylae, waarby hy of sy opgeroep word om die geëiste bedrag te betaal of anders persoonlik of by monde van 'n advokaat of 'n prokureur wat kragtens artikel 4(2) van die Wet op die Reg op Verskyning in Howe, 1995 (Wet No. 62 van 1995), die reg op verskyning in die Hooggeregshof het, te verskyn op 'n dag in die dagvaarding genoem, synde minstens 10 dae na die betekening daarvan, om sy of haar aanspreeklikheid te erken of te ontken.”;

- (b) “(5) Op die dag in die dagvaarding genoem kan die verweerder persoonlik of by monde van 'n advokaat of 'n prokureur wat kragtens artikel 4(2) van die Wet op die Reg op Verskyning in Howe, 1995 (Wet No. 62 van 1995), die reg op verskyning in die Hooggeregshof het, verskyn om sy of haar aanspreeklikheid te ontken of te erken, en hy of sy kan laatstens voor middag van die tweede hofdag voor dié waarop hy of sy opgeroep is om te verskyn, 'n beëdigde verklaring aflewer wat die gronde bevat waarop hy of sy aanspreeklikheid betwis, in welke geval die eiser 'n redelike geleentheid gegun word om daarop te antwoord.”;
- (c) “(6) As die verweerder by die verhoor sy of haar aanspreeklikheid erken of as hy of sy voorheen 'n erkenning van aanspreeklikheid by die griffier ingedien het wat deur hom of haar onderteken is en geattesteer is deur 'n prokureur wat vir hom of haar optree en nie vir die teenparty nie, of anders by beëdigde verklaring bevestig is, kan die hof finale vonnis teen hom of haar gee.”;
- (d) “(7) Die hof kan mondelinge getuienis betreffende die egtheid van die verweerder of sy of haar gevolmagtigde se handtekening op die dokument waarop die eis vir voorlopige vonnis berus, aanhoor of betreffende die volmag van die verweerder se gevolmagtigde.”;
- (e) “(10) Iemand teen wie voorlopige vonnis toegestaan is kan alleen tot die prinsipale saak oorgaan as hy of sy die vonnisskuld en getakseerde koste betaal het of as die eiser versuim om op aanvraag behoorlik sekerheid ingevolge subreël (9) te stel.”; en
- (f) “(11) 'n Verweerder wat tot die prinsipale saak mag en wil oorgaan, moet binne twee maande nadat voorlopige vonnis toegestaan is, 'n kennisgewing van sy of haar voorneme aflewer, in welke geval die dagvaarding geag word 'n gekombineerde dagvaarding te wees, waarop hy of sy binne 10 dae 'n pleit moet aflewer. By gebreke van sodanige kennisgewing of pleit word die voorlopige vonnis ipso facto 'n finale vonnis en verval die sekerheid wat deur die eiser gestel is.”

Wysiging van reël 16 van die Reëls

4. Reël 16 van die Reëls word hierby gewysig deur in subreël (2) paragraaf (b) deur die volgende paragraaf te vervang:

"(b)As die bedoelde party nie 'n ander prokureur aanstel nie, moet die party in die kennisgewing van opsegging ook 'n adres aangee wat binne **[15] 25** kilometer van die kantoor van die griffier is en 'n elektroniese posadres, indien aan sodanige party beskikbaar, vir die betekening, by enige een van die adresse, aan die party van alle dokumente in die verrigtinge, asook die party se pos- af faksimilee-adresse, indien beskikbaar."

Wysiging van reël 17 van die Reëls

5. Reël 17 van die Reëls word hierby gewysig

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

"(3)(a) Elke dagvaarding moet deur die eiser se prokureur onderteken wees en 'n prokureur se fisiese adres bevat wat binne **[15] 25** kilometer van die kantoor van die griffier af is en waar beskikbaar, sodanige prokureur se pos-, faksimilee- en elektroniese posadres, die prokureur se posadres en, indien beskikbaar, die prokureur se faksimilee-adres of elektroniese posadres vertoon].

(b) As geen prokureur optree nie, moet die dagvaarding deur die eiser onderteken wees, en ook 'n adres binne **[15] 25** kilometer van die kantoor van die griffier af bevat en waar beskikbaar, die eiser se pos-, faksimilee en elektroniese posadresse, by enige een waarvan [, waar] die eiser betekening van die daaropvolgende dokumente in die geding sal aanvaar, die eiser se posadres en, indien beskikbaar, die eiser se faksimilee- en elektroniese posadres]."

Wysiging van reël 18 van die Reëls

6. Reël 18 van die Reëls word hierby gewysig deur subreëls (1), (4), (5), (6), (9) en (10) deur die volgende subreëls te vervang:

- (a) "n Gekombineerde dagvaarding en elke ander pleitstuk behalwe 'n dagvaarding, moet onderteken word deur sowel 'n advokaat as 'n prokureur, of in die geval van 'n prokureur wat kragtens artikel 4(2) van die Wet op die Reg op Verskyning in Howe, 1995 (Wet No. 62 van 1995), die reg op verskyning in die Hooggeregshof het, slegs deur sodanige prokureur, of, as 'n party persoonlik optree, deur daardie party self.";
- (b) "(4) Elke pleitstuk bevat 'n duidelike en bondige stelling van die wesentliche feite waarop die eis, verweer of antwoord, na gelang van die geval, berus, in voldoende besonderhede om die teenparty in staat te stel om daarop te antwoord.";
- (c) "(5) Wanneer 'n party in 'n pleitstuk 'n feitebewering in die vorige pleitstuk van die teenparty ontken, moet hy of sy nie ontwykend wees nie, maar die wesentliche punt beantwoord **[en nie ontwyk nie]**.";

- (d) “(6) 'n Party wat in sy of haar pleitstuk op 'n kontrak steun, moet meld of die kontrak skriftelik of mondeling is en wanneer, waar en deur wie dit gesluit is, en as die kontrak skriftelik is, moet 'n ware afskrif daarvan of van die gedeelte waarop in die pleitstuk gesteun word, by die pleitstuk aangeheg word.”;
- (e) “(9) 'n Party wat 'n verdeling, oordrag of verbeuring van bates eis in 'n egskeidingsgeding ten aansien van 'n huwelik buite gemeenskap van goed, moet besonderhede verstrek van die gronde waarop daar beweer word dat hy of sy op sodanige verdeling, oordrag of verbeuring geregtig is.”; en
- (f) “(10) 'n Eiser wat vir skadevergoeding dagvaar, moet die skade so uiteensit dat die verweerder redelik in staat is om die quantum daarvan te skat. Met dien verstande dat 'n eiser wat vergoeding vir persoonlike beserings eis, sy of haar geboortedatum, die aard en omvang van die beserings en die aard, gevolge en duur van die ongeskiktheid wat na bewering die skade veroorsaak, moet aangee en sover doenlik afsonderlik moet meld hoeveel, indien enige, geëis word vir—
- (a) mediese koste en hospitaal- en ander soortgelyke uitgawes en hoe daardie koste en uitgawes saamgestel is;
- (b) pyn en lyding, met vermelding of dit tydelik of permanent is en watter beserings daarvoor verantwoordelik is;
- (c) ongeskiktheid ten opsigte van—
- (i) verdienste (met vermelding van die verdienste tot op datum verloor en hoe die bedrag saamgestel is en die beraamde toekomstige verlies en die aard van die werk wat die eiser in die toekoms sal kan verrig);
- (ii) lewensgenietinge (met vermelding van besonderhede);] en met vermelding of die betrokke ongeskiktheid tydelik of permanent van aard is; en
- (d) skending, met 'n volledige beskrywing daarvan en met vermelding of dit tydelik of permanent is.”

Wysiging van reël 19 van die Reëls

7. Reël 19 van die Reëls word hierby gewysig—

(a) deur in subreël (3) paragraaf (a) deur die volgende paragraaf te vervang:

“(3)(a) Wanneer 'n verweerder kennis gee van voorneme om die saak te verdedig, moet die verweerder in sodanige kennisgewing die verweerder se volledige woon- of besigheidsadres, posadres en, indien beskikbaar, faksimilee-adres **[en elektroniese posadres]** verskaf en ook 'n adres aanwys wat nie 'n posbusadres of poste restante is nie, binne **[15] 25** kilometer van die kantoor van die griffier **en 'n elektroniese posadres waar beskikbaar**, vir die betekening aan die verweerder **[aldaar] by enige een daarvan** van alle dokumente in so 'n aksie, en betekening daarvan by die adres aldus aangegee is geldig en afdoende, behalwe waar 'n hofbevel of die hofpraktyk persoonlike betekening vereis word”.

Wysiging van reël 21 van die Reëls

8. Reël 21 van die Reëls word hierby gewysig deur subreëls (2), (3) en (5) deur die volgende subreëls te vervang:

- (a) "(2) Na die sluiting van pleitstukke kan 'n party, laatstens **[tuintig] 20** dae voor die verhoor, 'n versoek aflewer waarby uitsluitend besonderhede wat streng gesproke nodig is om hom of haar vir die verhoor te kan voorberei, aangevra word, en daaraan moet binne **[tien] 10** dae na ontvangs voldoen word.";
- (b) "(3) Die versoek om verdere besonderhede vir die verhoor en die antwoord daarop moet, behalwe waar die party die geding persoonlik voer, onderteken word deur sowel 'n advokaat as 'n prokureur, of in die geval van 'n prokureur wat kragtens artikel 4(2) van die Wet op die Reg op Verskyning in Howe, 1995 (Wet No. 62 van 1995), die reg op verskyning in die Hooggeregshof het, slegs deur sodanige prokureur."; en
- (c) "(5) Die hof moet na afloop van die verhoor **[mero motu] uit eie beweging** beoordeel of die verdere besonderhede streng gesproke nodig was en alle koste van en voortvloeiende uit 'n onnodige versoek of antwoord, onverhaalbaar verklaar en **[hy] die hof** kan enigeen van die partye beveel om die koste wat daardeur verspil is, te betaal, desverkiekend op die basis van prokureur en klient."

Wysiging van reël 34 van die Reëls

9. Reël 34 van die Reëls word hierby gewysig—

(a) deur subreël (8) deur die volgende subreël te vervang:

"(8) Indien daar vereis word dat 'n kennisgewing van die aanvaarding van die aanbod of tender kragtens subreël (6) of die kennisgewing kragtens subreël (7) by 'n ander adres as dié in reël 19(3) vermeld, gegee moet word, moet dit gegee word by 'n adres wat nie 'n posbus of poste restante is nie, binne **[15] 25** kilometer van die kantoor van die griffier **[waar] en 'n elektroniese posadres, indien beskikbaar, by enige een waarvan** sodanige kennisgewing afgelewer moet word."

Wysiging van reël 36 van die Reëls

10. Reël 36 van die Reëls word hierby gewysig—

(a) deur subreël (4) deur die volgende subreël te vervang:

"(4) 'n Party tot so 'n aksie kan te eniger tyd by skriftelike kennisgewing van die persoon wat skadevergoeding vorder, eis dat die persoon vir sover die persoon daartoe in staat is, binne 10 dae mediese verslae, hospitaaloorkondes, [X-straalfoto's] mediese beelde of ander dergelike dokumentêre inligting wat van belang is by die vasstelling van skadevergoeding, beskikbaar stel en op versoek afskrifte of rekords daarvan verskaf"; en

(b) deur subreël (9) deur die volgende subreël te vervang:

"(9) (a) Niemand mag, behalwe met verlof van die hof of die toestemming van alle partye tot die geding, iemand roep om as deskundige te getuig oor aangeleenthede waarvoor deskundige getuienis toelaatbaar is nie, tensy—

[(a)] (i) waar die eiser voornemens is om 'n deskundige te roep, in welke geval die eiser minstens 30 dae na die sluiting van pleitstukke, of waar die verweerder voornemens is om die deskundiae te roep, moet die verweerder minstens 60 dae na die sluiting van pleitstukke, 'n kennisgewing dat hy of sy dit wil doen, afgelewer het; en

[(b)] (ii) waar in die geval van die eiser hoogstens 90 dae na die sluiting van pleitstukke en in die die [sic] geval van die verweerder hoogstens 120 dae na die sluiting van pleitstukke, moet die eiser of verweerder 'n opsomming van die deskundige se menings en die redes daarvoor, afgelewer het:

Met dien verstande dat die kennisgewing en opsomming in elk geval afgelewer word voordat 'n eerste saakbestuurkonferensie gehou ingevolge reëls 37A(6) en (7) of soos gelas deur 'n saakbestuurregter.

(b) Die opsomming van die kundige se opinie en redes daarvoor in subparagraaf (a)(ii) bedoel, word deur die kundige self saamgestel en bevat 'n verklaring deur die kundige waarin bevestig word dat die verslag—

- (i) in daardie kundige se eie woorde is;
- (ii) ter bystand van die hof is; en
- (iii) 'n verklaring van die waarheid is."

Wysiging van reël 43 van die Reëls

11. Reël 43 van die Reëls word hierby gewysig—

(b) deur in subreël (2) paragraaf (b) deur die volgende paragraaf te vervang:

"(b) Die verklaring en kennisgewing onderteken deur die applikant of die applikant se prokureur, moet 'n adres bevat [vir betekening,] binne [15] 25 kilometers van die kantoor van die griffier af en 'n elektroniese posadres, waar beskikbaar, soos in reël 6(5)(b) bedoel, waar betekening by enige van die adresse aanvaar sal word."

Wysiging van reël 46 van die Reëls

12. Reël 46 van die Reëls word hierby gewysig—

(a) deur in subreël (1)(b) subparagraaf (ii) deur die volgende subparagraaf te vervang:

“(ii) moet voldoende inligting bevat om die balju in staat te stel om uitvoering te gee aan subreël (3) hierby, met inbegrip van die titelbewysnommer, die ernommer of deeltiteleenheidsnommer, en die uitsluitlike gebruiksgebied om die aktereregistrateur in staat te stel om die onroerende goed te identifiseer en die beslaglegging aan te teken as 'n interdik teen die onroerende goed.”;

(b) deur in subreël (11) paragraaf (b) deur die volgende paragraaf te vervang:

“(b) Enige verliese gelyk vanweë die koper se versuim kan op aansoek van 'n benadeelde skuldeiser **[wie se naam op die balju se distribusierekening verskyn]** in subparagraawe (i) en (ii) van subreël (14)(c), van die koper verhaal word kragtens vonnis van 'n regter wat op grond van 'n skriftelike verslag van genoemde balju gegee word nadat die koper skriftelik in kennis gestel is dat die verslag vir die genoemde doel voor 'n regter geë sal word.”.

Wysiging van reël 46A van die Reëls**13. Reël 46A van die Reëls word hierby gewysig—**

(a) deur in subreël (4)(a) subparagraawe (ii), (iii) en (iv) onderskeidelik deur die volgende subparagraawe te vervang:

“(ii) elke respondent daarin vermeld inlig dat indien die respondent voornemens is om die aansoek teen te staan of om verhoë aan die hof te rig, die respondent dit in 'n beëdigde verklaring moet doen binne 10 dae vanaf betekening van die aansoek en voor die hof verskyn op die datum waarop die aansoek aangehoor sal word; inform every respondent cited therein that if the respondent intends to oppose the

(iii) 'n fisieke adres aanwys binne **[15] 25** kilometer van die kantoor van die griffier

[waar] en 'n elektroniese posadres, waar beskikbaar, by enige een waarvan die applikant betekening van alle dokumente in hierdie verrigtinge sal aanvaar; en

(iv) die applikant se **[pos-, faks- of elektroniese posadres]** posadresse of faksimilee-adresse stel, indien beskikbaar.”

(b) deur in subreël (6)(d) subparagraawe (ii) en (iii) onderskeidelik deur die volgende subparagraawe te vervang:

“(ii) 'n fisieke adres binne **[15] 25** kilometer van die kantoor van die griffier en 'n elektroniese posadres, waar beskikbaar, aanwys **[waar dokumente aan]** by enige een waarvan sodanige respondent **[beteken kan word]** betekening van alle dokumente sal aanvaar; en

(iii) die respondent se **[pos-, faks- of elektroniese posadres]** posadresse of faksimilee-adresse, waar van toepassing, verstrek.”.

Wysiging van reël 53 van die Reëls

14. Reël 53 van die Reëls word hierby gewysig—

(a) deur in subreël (1) paragraaf (b) deur die volgende paragraaf te vervang:

“(b) met 'n beroep op die toepaslike magistraat, voorsittende beampte, voorsitter of amptenaar om binne **[vyftien]** 15 dae nadat die kennis van voorstel ontvang is, 'n verslag aan die registrateur te stuur van die versoek om sodanige verrigtinge te verbeter of ter syde te stel, insluitende sodanige redes wat die wet van **[hom of haar]** die landdros, voorsittende beampte, voorsitter of beampte, na gelang van die geval, vereis of versoek om te verskaf of te verstrek en om die aansoeker te verwittig dat **[hy of sy]** sodanige landdros, voorsittende beampte, voorsitter of beampte, na gelang van die geval, dit gedoen het.”.

(b) deur subreëls (3), (4) en (5) onderskeidelik deur die volgende subreëls te vervang:

“(3)Die registrateur sal die verslag wat **[aan hom of haar]** gestuur is, aan die aansoeker beskikbaar stel in terme van sodanige bepalings wat reeds genoem is wanneer die registrateur dink dit is toepaslik om die veiligheid daarvan te verseker en die aansoeker sal vervolgens toesien dat afskrifte van toepaslike gedeeltes van die verslag wat noodsaaklik vir die hersieningsdoeleindes is, gemaak word en sal twee afskrifte daarvan aan die registrateur voorsien en een afskrif aan elke ander party; die aansoeker moet elke juiste afskrif waarmerk. Indien daar enige transkriberingskoste is, sal die aansoeker verantwoordelikheid aanvaar om dit te betaal en dit sal deel van die aansoekskoste uitmaak.

(4) Die aansoeker moet binne **[tien]** 10 dae nadat die registrateur die verslag aan **[hom of haar]** die applikant beskikbaar gestel het, deur die aflewering van 'n kennisgewing en aangehegte beëdigde verklaring wat die bepalings van **[sy of haar]** sodanige applikant se kennis van voorstel wysig, byvoeg of verander en die ondersteunende beëdigde verklaring aanheg.

(5) Indien die toepaslike voorsittende beampte, voorsitter of amptenaar, of enige party wat deur die aansoek geraak word, verkies om die bekragtiging teen te staan wat in die kennis van voorstel versoek word, moet **[hy of sy]** sodanige voorsittende beampte, voorsitter of beampte, na gelang van die geval, of sodanige party—

(a) binne **[vyftien]** 15 dae nadat **[hy of sy]** die kennis van voorstel of enige wysiging daarvan ontvang **[het]** is aan die aansoeker 'n kennisgewing oorhandig waarin **[hy of sy]** sodanige voorsittende beampte, voorsitter of beampte, na gelang van die geval, of sodanige party hulle voorneme om die aansoek teen te staan te kenne gee en moet in sodanige kennisgewing 'n adres binne **[15]** 25 kilometer van die kantoor van die **[registrateur]** griffier en 'n elektroniese posadres, waar beskikbaar aangewys word [waar hy of sy] by enige een waarvan sodanige voorsittende beampte, voorsitter of beampte, na

gelang van die geval, of sodanige party enige kennisgewing of geregtelike bestelling van al die prosesse van sodanige verrigtinge sal aanvaar, asook posadresse of faksimilee-adresse waar beskikbaar; en

(b) binne [dertig] 30 dae na die verstryking van die tydperk waarna in subreël (4) hiervan verwys word, enige beëdigde verklaring oorhandig wat [hy of sy] sodanige voorsittende beampte, voorsitter of beampte, na gelang van die geval verkies in antwoord op die aantygings van die aansoeker.”.

Wysiging van reël 58 van die Reëls

15. Reël 58 van die Reëls word hierby gewysig—

(a) deur subreël (5A) deur die volgende subreël te vervang:

“(5A)Gelyktydig met die aflewering deur 'n eiser van besonderhede van 'n eis, moet sodanige eiser 'n adres spesifiseer [vir diens] binne [15] 25 kilometer van die kantoor van die griffier en 'n elektroniese posadres, waar van toepassing, soos bedoel in reël 6 (5)(b) by enige een waarvan betekening aanvaar sal word.”.

Wysiging van reël 59 van die Reëls

16. Reël 59 van die Reëls word hierby gewysig deur subreëls (1), (3) en (4) deur die volgende subreëls te vervang:

- (a) “(1) Enige afdeling van die Hooggeregshof kan 'n persoon wat hom oortuig dat hy of sy daartoe bevoeg is, toelaat en laat inskryf as 'n beëdigde vertaler in enige twee of meer gespesifiseerde amptelike [taal] tale van die Republiek van Suid-Afrika en enige gespesifiseerde vreemde taal.”;
- (b) “(3) Elke behoorlik toegelate en ingeskrewe beëdigde vertaler word vir die betrokke tale geag 'n beëdigde vertaler vir alle afdelings van die Hooggeregshof te wees, en die griffier van die afdeling waarin hy of sy toegelaat is, moet die griffiers van alle ander afdelings in kennis stel van die toelating en van die vertaler se adres.”; en
- (c) “(4)(a) Iemand wat kragtens subreël (1) toegelaat en ingeskryf is, moet voordat hy sy ampswerksaamhede begin uitvoer, onderstaande eed of plegtige verklaring aflê en onderteken—
'Ek(volle naam) verklaar hierby onder eed/plegtig en opreg dat ek in my hoedanigheid as vertaler van die Hooggeregshof van Suid-Afrika enige dokument getrou en korrek na die beste van my kennis en vermoë sal vertaal in 'n amptelike taal van die Republiek van Suid-Afrika uit enige ander taal ten opsigte waarvan ek as vertaler toegelaat en ingeskryf is.”
(b) So 'n eed of plegtige verklaring word afgelê voor 'n regter van die afdeling van die Hooggeregshof waarin die vertaler toegelaat en ingeskryf word, en die

12

betrokke regter endosseer daaronder dat dit voor hom of haar afgelê is en die datum van aflegging, en onderteken dit.”

Wysiging van reël 67 van die Reëls

17. Reël 67 word hierby gewysig deur item (c) deur die volgende item te vervang:

(c) Vir 'n afskrif van 'n hofbevel deur die griffier gemaak-	
(i) [vir elke fotokopie van 'n A4-grootte bladsy of gedeelte daarvan	2.00]
[(ii)] vir elke fotokopie van 'n A4-grootte bladsy of gedeelte daarvan	[1.00] 2.20

Wysiging van reël 68 van die reëls

18. Reël 68 van die Reëls word hierby gewysig deur die Tarief deur die volgende Tarief te vervang:

"TARIEF

Item	R s
1. Vir registrasie van 'n dokument vir betekening of tenuitvoerlegging, by ontvangs daarvan.	[13,00] 14,50
2. (a) Betekening van dagvaardings, kennisgewing van mosie, ander kennisgewings, bevele of enige ander dokumente, elk	[84,50] 92,50
Met dien verstande dat—	
(i) Wanneer 'n dokument saam met 'n prosesstuk beteken moet word en in die prosesstuk genoem word of 'n aanhangsel daarvan is, geen addisionele gelde gevorder mag word vir betekening van die dokument nie. Origens mag [R13,00] R14,50 gevorder word vir elke afsonderlike dokument wat beteken word;	
(ii) Geen gelde vir 'n aparte dokument gevorder word vir die betekening van prosesstukke in strafsake nie.	
(b) Gepoogde betekening van dagvaardings, kennisgewings van mosie, ander kennisgewings, bevele en enige ander dokumente: Met dien verstande dat 'n gepoogde betekening van meer as een dokument aan dieselfde persoon as 'n gepoogde betekening van slegs een dokument beskou word.	[63,50] 69,00
3. Reistoelae:	

<p>(a) Vir die afstand werklik en noodsaaklikerwys deur die balju of sy of haar verteenwoordiger afgelê, behoudens paragraaf 3(c) en (d) bereken, van die kantoor van die balju af vir die heen- en terugreis, per kilometer of deel van 'n kilometer of gedeelte daarvan.</p>	<p>[R6,00] R7,50</p>
<p>(b) Wanneer twee of meer dagvaardings of ander prosesstukke, in opdrag van dieselfde partye, met een en dieselfde reis beteken kan word, moet die reistoelae redelik en billik verdeel word tussen die verskillende sake met inagneming van die afstand wat die onderskeie partye aan wie die prosesstukke gerig is van die kantoor van die balju af woon, maar die gelde is betaalbaar vir elke betekening of gepoogde betekening.</p>	
<p>(c) Die reistoelae soos in paragraaf 3(a) en (b) beoog, moet bereken word volgens die afstand van die kantoor van die balju af indien—</p> <p>(i) die balju se kantoor geleë is binne die regsgebied wat deur die Minister aan die balju toegewys is; en</p> <p>(ii) die afstand van die balju se kantoor af minder is as die afstand bereken vanaf die hofgebou naaste aan die adres van betekening.</p>	
<p>(d) Indien daar nie aan die vereiste in paragraaf 3(c) voldoen word nie, moet die reistoelaag soos beoog in paragraaf 3(a) en (b) bereken word volgens die afstand vanaf die hofgebou naaste aan die adres van betekening.</p>	
<p>4. (a) Posgeld in siviele sake, volgens die postarief.</p>	
<p>(b) Posgeld in strafsake, gratis.</p>	
<p>LET WEL: Die balju kan enige posstuk na die griffier van die Hoë Hof neem of, as daar geen griffier in sy of haar dorp of stad is nie, na die landdros, wat die koevert met sy of haar amptelike frankeerstempel moet merk.</p>	
<p>5. Ter tenuitvoerlegging van enige lasbrief—</p>	
<p>(a) (i) vir die arres van 'n persoon, insluitende sy of haar vervoer na die hof, na 'n prokureur se kantoor of na die gevangenis, per persoon</p>	<p>[106,00] 115,50</p>
<p>(ii) vir vervoer van die betrokke persoon na die hof van die plek van aanhouding op 'n dag na die dag van arres, en bywoning van die hof per uur of gedeelte daarvan</p>	<p>[126,00] 137,50</p>
<p>(iii) vir beslaglegging op goed ad fundandam jurisdictionem of ad confirmandam jurisdictionem</p>	<p>[106,00] 115,50</p>

(iv) waar 'n beslaglegging ingevolge artikel 5(a)(iii) teruggetrek of opgeskort word;	[30,00] 32,50
(b) vir uitsetting, [R126,00] R137,50 per uur of gedeelte daarvan, met 'n minimum van wat die eerste uur insluit (benewens redelike uitgawes noodsaaklikerwys aangegaan);	[188,00] 205,00
(c) teen onroerende goed-	
(i) vir tenuitvoerlegging, insluitende betekening van kennisgewing van beslaglegging aan die eienaar van die onroerende goed en die registrateur van aktes of ander beamppte belas met registrasie van sodanige goed, en as die onroerende goed deur iemand anders as die eienaar geokkupeer word, ook aan die okkupant	[251,00] 273,50
(ii) vir kennisgewing van beslaglegging aan 'n enkele huurder of okkupant (identiese kennisgewings waar daar meer as een huurder, okkupant of eienaar is, vir elkeen na die eerste)	[23,00] 25,50 [8,50] 9,50
(iii) vir waardasie of verslag vir die doel van 'n verkoping, per uur of gedeelte daarvan	[63,50] 69,00
(iv) waar— (aa) 'n balju gemagtig is om eiendom te verkoop en die eiendom nie verkoop nie, omdat die beslaglegging teruggetrek, opgeskort, gestaak of gestuit word, en al die nodige kennisgewing van terugtrekking of opskorting van die beslaglegging (bb) geregtelike beslaglegging op onroerende goed opgehef word	[251,00] 273,50 [251,00] 273,50
(v) vir die vasstelling en aantekening van watter verband of ander beswarings teen die eiendom geregistreer is, asook die name en adresse van die persone in wie se guns dit geregistreer is, insluitende enige briefwisseling in verband daarmee (benewens redelike uitgawes noodsaaklikerwys aangegaan)	[126,00] 137,50
(vi) om die vonnisskuldeiser in kennis te stel van sodanige verbande of beswarings en van die name en adresse van die persone in wie se guns dit geregistreer is	[23,00] 25,50
(vii) vir oorweging van bewys dat 'n preferente skuldeiser aan die vereistes van reël 46(5)(a) voldoen	[13,00] 14,50
(viii) vir die kennisgewing in reël 46(6) bedoel	[23,00] 25,50

(ix) vir oorweging van kennisgewing van verkoping wat deur die vonnisskuldeiser in oorleg met die balju opgestel word; en	
(x) vir die nagaan van aangeduide koerante en die Staatskoerant om seker te maak dat kennisgewing van verkoping geplaas is, insluitend geld vir (ix) en (x)	[126,00] 137,50
(xi) vir die stuur van 'n eksemplaar van die kennisgewing van verkoping aan elke vonnisskuldeiser wat op die onroerende goed beslag laat lê het en aan elke verbandhouer wie se adres bekend is, vir elke eksemplaar,	[23,00] 25,50
(xii) vir die aanbring van 'n eksemplaar van die kennisgewing van verkoping op die kennisgewingbord van die landdroshof bedoel in reël 46(7)(e) en op of so na moontlik aan die plek waar die verkoping sal plaasvind, 'n allesinsluitende bedrag van [R53,00]R58,00 en reiskoste in item 3 bedoel	
(xiii) vir—	[126,00]
(aa) oorweging van die verkoopvoorwaardes deur die uitwinnende skuldeiser voorberei;	137,50
(bb) oorweging van verdere of gewysigde verkoopvoorwaardes deur 'n belanghebbende party voorberei;	[126,00] 137,50
(cc) skikking van verkoopsvoorwaardes;	[126,00] 137,50
(dd) alle nodige bywoning by wet voorgeskryf in verband met vendusies, in die besonder die 'Consumer Protection Act', 2008 (Wet 68 van 2008);	[380,00] 414,50
(ee) die voer van 'n vendusie, met die uitsondering dat hierdie geld nie gehef mag word nie indien kommissie ingevolge item (xiv) geëis word nie.	[251,00] 273,50
(xiv) by die verkoop van onroerende goed deur die balju as afslaer, 6 persent op die eerste R100 000,00, en 3,5 persent op R100 001,00 tot R400 000,00 en 1,5 persent op die balans van die opbrengs van die verkoping, onderhewig aan 'n maksimum kommissie van R40 000,00 in totaal en 'n minimum van R3 000,00 (insluitende in alle gevalle die balju se bankkoste en ander uitgawes aangegaan om die opbrengs in sy of haar trustrekening in te betaal), welke kommissie deur die koper betaalbaar is;	
(xv) vir—	
(aa) skriftelike kennisgewing aan die koper wat versuim het om aan die verkoopsvoorwaardes te voldoen;	[63,50] 69,00
(bb) 'n verslag in reël 46(11) bedoel;	[63,50] 69,00
(cc) kennisgewing aan vonnisskuldenaar van die intrekking in reël 46(11)(a)(iii)	23,00 25,50

(dd) kennisgewing ingevoelge reël 46(11)(c)	[23,00] 25,50
(xvi) die gee van oordrag aan die koper	[30,00] 32,50
(xvii) vir— (aa) ontvangs van sertifikaat in reël 46(14)(a) bedoel	[23,00] 25,50
(bb) vir die opstel van 'n distribusieplan van die opbrengs (insluitende die nodige afskrifte) en afsending van 'n afskrif aan die griffier	[126,00] 137,50
(xviii) vir kennisgewing aan alle partye wat lasbriewe ingedien het en aan die vonnisskuldenaar dat die distribusieplan ter insae sal lê, vir elke kennisgewing	[23,00] 25,50
(xix) vir die verslag in reël 46A(9)(d) bedoel	[63,50] 69,00
(d) teen roerende goed-	
(i) wanneer 'n lasbrief by aanbidding betaal word, 9 persent van die bedrag aldus betaal, met 'n minimum van R85.00 en 'n maksimum van	[832,50] 908,00
(ii) vir 'n onsuksesvolle poging om beslag te lê, insluitende opsporing vir een uur en navraag	[85,00] 93,00
(iii) waar 'n lasbrief teruggetrek, opgeskort, gestaak of gestuit word voordat daar op enige goed beslag gelê is	[25,00] 30,00
(iv) vir die doen van 'n beslaglegging, met inbegrip van een uur se soek en ondersoek	[172,50] 208,00
(v) kennisgewing van beslaglegging, indien nodig, aan een persoon (identiese kennisgewings waar daar meer as een persoon is wat kennis moet kry, vir elkeen na die eerste)	[22,00] 24,50
	[13,00] 14,50
(vi) waar beslaglegging deur die vonnisskuldeiser teruggetrek word of opgeskort, gestaak of gestuit word voor die verkoping, 3 persent van die waarde van die inbeslaggenome goed of die bedrag van die lasbrief, watter ook al die minste is, maar met 'n maksimum van	[574,00] 626,50

(vii) waar die lasbrief aan die balju betaal word deur die skuldenaar na bestaglegging, maar voor verkoping, 9 persent van die bedrag betaal, met 'n minimum fooi van [R85,00] R93,00 en 'n maksimum van	[832,50] 908,00
(viii) waar beslag op geld gelê word, 9 persent van die betrokke bedrag, maar met 'n maksimum van	[832,50] 908,00
(ix) vir die opstel van 'n advertensie van verkoping van inbeslaggenome goed	[85,00] 93,00
(x) vir die verkoping vir uitwinning, insluitende verdeling van die opbrengs, vir die eerste R15 000,00 of deel daarvan, 9 persent, en daarna 6 persent, met 'n maksimum van:	[11653,50] 12 708,50
(xi)	
(xii) kommissie is nie op 'n vonnisskuldenaar verhaalbaar op die waarde van inbeslaggenome roerende goed wat daarna deur 'n derde opgeëis en gevolglik vrygegee is nie, tensy die goed in beslag geneem is op die uitdruklike skriftelike versoek van die vonnisskuldeiser, in welke geval die vonnisskuldeiser teenoor die balju aanspreeklik is vir die kommissie;	
(xiii) vir die versekering van inbeslaggenome roerende goed wanneer dit nodig geag word en in skriftelike opdrag van die vonnisskuldeiser aan die balju is, benewens die premie wat betaal word, 'n allesinsluitende bedrag van	[45,00] 49,00
(e) vir bewaring van goed (geld uitgesluit)-	
(i) vir elke beampte wat noodsaaklikerwys in besit gelaat is, 'n redelike allesinsluitende bedrag per beampte per dag van hoogstens	[158,00] 172,50
LET WEL: 'Bewaring' beteken die voortdurende en noodsaaklike teenwoordigheid op die perseel vir die tydperk waarvoor bewaring bereken word, van iemand in diens van en betaal deur die balju, vir die uitsluitlike doel om besit te behou	
(ii) vir verwydering en opberging, die redelike en noodsaaklike uitgawes daaraan verbonde en, as 'n dier op stal geplaas of gevoer moet word, die redelike uitgawes daaraan verbonde;	
(iii) vir die oppas van lewende hawe, die nodige uitgawes daaraan verbonde;	
(iv) waar geen beampte in besit gelaat word en geen akte van sekerheidstelling verkry is nie, maar die inbeslaggenome roerende goed onder toesig van die balju bly, per dag	[6,00] 7,00

6. (a) Vir die opstel van 'n inventaris, insluitende die maak van alle nodige afskrifte en tyd bestee aan voorraadopname, per uur of gedeelte daarvan	[158,00] <u>172,50</u>
(b) Vir bystand, waar nodig, by die opstel van 'n inventaris, 'n redelike allesinsluitende bedrag per dag van hoogstens	[158,00] <u>172,50</u>
7. (a) Vir opstel van relaas van betekening of tenuitvoerlegging, insluitende opstel en tik van die oorspronklike vir die hof, beperk tot een persoon op elke oorspronklike prosesstuk; en	
(b) afskrif daarvan vir die party wat betekening of tenuitvoerlegging verlang.	[52,00] <u>57,00</u>
8. Opstel en voltooiing van 'n akte van borgstelling, sekerheidstelling of vrywaring	[31,00] <u>34,00</u>
9. Vir die maak van alle noodsaaklike afskrifte van dokumente per A4-grootte bladsy.	[6,50] <u>7,50</u>
10.	
11. Bywoning van strafsittings van 'n hoër hof of 'n rondgaande hof, [R126,00]R137,50 per uur of gedeelte daarvan met 'n maksimum per dag van	[574,00] <u>626,50</u>
12. Vir die skryf van elke noodsaaklike brief, faks of e-pos behalwe formele briewe wat prosesstukke of relase vergesel	[23,00] <u>25,50</u>
13. Maak of beantwoording van elke noodsaaklike telefoonoproep	[20,00] <u>22,00</u>
14. Afstuur en ontvangs van elke noodsaaklike faksimilee of e-pos per bladsy (benewens telefoongelde):	[8,50] <u>9,50</u>
15. Bankkoste: Werklike koste aangegaan in verband met bankkoste [en [ekvorms]	
16. Vir die opstel en uitreik van 'n tussenpleitdagvaarding in reël 58 bedoel	[800,00] <u>873,00</u>
17. (a) Waar die lasgewer die balju skriftelik opdrag gee om 'n dokument in item 2 of 5 bedoel dringend of na-ure te beteken of ten uitvoer te lê, hef die balju 'n bykomende tarief, ongeag of die betekening of tenuitvoerlegging suksesvol was, en sodanige bykomende gelde word deur die lasgewer betaal, behalwe waar die hof anders gelas.	[283,00] <u>308,00</u>

<p>(b) By die toepassing van paragraaf (a) beteken—</p> <p>(i) "dringend" op dieselfde dag of binne vier-en-twintig-uur van die skriftelike opdrag; en</p> <p>(ii) "na-ure" enige tyd—</p> <p>(aa) voor 7h00 of ná 19h00 van Maandae tot Vrydae; of</p> <p>(bb) op 'n Saterdag, Sondag of openbare vakansiedag."</p>	
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Wysiging van reël 69 van die Reëls

19. Reël 69 van die Reëls word hierby gewysig deur subreël (5) deur die volgende subreël te vervang:

"(5) Die taksering van advokaatsgelde tussen party en party word deur die takseermeester in ooreenstemming met hierdie reël en waar van toepassing, die tarief, gedoen. Waar die tarief nie geld nie, laat [hy] die takseermeester soveel toe as wat hy of sy redelik ag, en nie noodwendig meer as die tarief nie."

Wysiging van reël 70 van die reëls

20. Reël 70 van die reëls word hierby gewysig deur die Tarief van Gelde vir Prokureurs deur die ovlgende Tarief van Gelde vn Prokureurs te vervang:

"TARIEF VAN GELDE VAN PROKUREURS

A – KONSULTASIES, BYWONINGS, SAMESPREKINGS EN ONDERSOEKE

1. Konsultasie met 'n kliënt en getuies om 'n geding in te stel of te verdedig, vir advies oor getuienis of advies op kommissie, vir die verkryging van opinie of die leiding van 'n advokaat by die voorbereiding van pleitstukke, insluitende eksepsies, en om 'n beëdigde verklaring op te stel, per kwartier of gedeelte daarvan—

(a) deur 'n prokureur.....	[R357,00]R388,00
(b) deur 'n kandidaatprokureur.....	[R111,50]R120,50

2. Konsultasie om appèl aan te teken, voort te sit of te verdedig, per kwartier of gedeelte daarvan—

(a) deur 'n prokureur	[R357,00]R388,00
(b) deur 'n kandidaatprokureur	[R111,00]R120,50

3. Bywoning deur 'n prokureur in die hof by verrigtinge ingevolge reël 37 van hierdie Reëls, per kwartier of gedeelte daarvan [R357,00]R388,00

4. (a) Bywoning deur 'n prokureur, waar noodsaaklik, om by bestrede verrigtinge te help, per kwartier of gedeelte daarvan..... R388,00

- (b) Bywoning deur 'n kandidaatprokureur om, waar noodsaaklik, by bestrede verrigtinge te help, per kwartier of gedeelte daarvan[R111,00]R120,50
5. Enige samespreking met 'n advokaat, met of sonder getuiens, ten opsigte van pleitstukke, met inbegrip van eksepsies en besonderhede by pleitstukke, aansoeke, beëdigde verklarings en getuienis, en ten opsigte van enige ander aangeleenthede wat die takseermeester noodsaaklik ag, per kwartier of gedeelte daarvan—
 (a) deur 'n prokureur.....[R357,00]R388,00
 (b) deur 'n kandidaatprokureur.....[R111,00]R120,50
6. Enige ander samespreking wat die takseermeester noodsaaklik mag ag, per kwartier of gedeelte daarvan—
 (a) deur 'n prokureur[R357,00]R388,00
 (b) deur 'n kandidaatprokureur[R111,00]R120,50
7. Enige inspeksie in situ of elders, per kwartier of gedeelte daarvan—
 (a) deur 'n prokureur.....[R357,00]R388,00
 (b) deur 'n kandidaatprokureur[R102,00]R120,50
8. Opwagting by blootlegging of insae, per kwartier of gedeelte daarvan—
 (a) deur 'n prokureur[R357,00]R388,00
 (b)deur 'n kandidaatprokureur[R111,00]R120,50
9. Allesinsluitende gelde vir noodsaaklike konsultasies en samesprekings met 'n kliënt, getuie, ander party of advokaat waarvoor nie andersins voorsiening gemaak is nie, per kwartier of gedeelte daarvan—
 (a) deur 'n prokureur.....[R357,00]R388,00
 (b) deur 'n kandidaatprokureur[R111,00]R120,50
10. Verskyning deur 'n prokureur in die hof of die verrigting deur 'n prokureur van enige van die ander werksaamhede van 'n advokaat kragtens die bepalings van die 'Legal Practice Act, 2014' (Wet 28 van 2014) Die tarief ingevolge reël 69 is van toepassing
11. Die skale van vergoeding in items 1 tot 9 sluit nie reis- en wagtyd in nie en die takseermeester kan ten opsigte van tyd noodsaaklikerwys daaraan bestee, na goeie dunnke soveel addisionele vergoeding toestaan as wat hy of sy billik en redelik ag, maar hoogstens [R357,00] R388,00 per kwartier of gedeelte daarvan in die geval van 'n prokureur en [R111,00] R120,50 per kwartier of gedeelte daarvan in die geval van 'n kandidaatprokureur, plus 'n redelike bedrag vir noodsaaklike vervoerkoste.

B - OPSTEL VAN DOKUMENTE

1. Die opstel van 'n formele verklaring in 'n huweliksgeding, bevestigende beëdigde verklarings, beëdigde verklarings, beëdigde verklarings ten opsigte van betekening of ander formele beëdigde verklarings, inhoudsopgawe vir advokaatsopdrag, kort opdrag, getuieverklarings, prokurasie om te dagvaar of te verdedig, asook ander formele dokumente en dagvaardings, insluitende alle dokumente soos die voorgeskrewe vorms in die Eerste Bylae van hierdie Reëls, maar nie die besonderhede van 'n vordering in 'n aanhangsel by die dagvaarding nie: 'n allesinsluitende tarief vir opstel, nasien, tik, uitdruk, afskrifte, aflewering en indiening daarvan, per bladsy van slegs die oorspronklike.....[R144,00]R156,50

2. Die opstel van ander noodsaaklike dokumente, insluitende—
 - (a) instruksies vir die opinie, vir die leiding van 'n advokaat by die voorbereiding van pleitstukke, insluitende verdere besonderhede en versoeke daarom, insluitende eksepsies;
 - (b) instruksies aan 'n advokaat ten opsigte van alle klasse pleitstukke;
 - (c) 'n eksepsie of beëdigde verklaring, enige kennisgewing (uitgesonderd 'n formele kennisgewing), besonderhede van vordering of 'n aanhangsel by die dagvaarding, 'n opinie deur 'n prokureur of enige ander belangrike dokument waarvoor andersins nie voorsiening gemaak is nie, 'n allesinsluitende tarief vir die opstel, nasien, tik, uitdruk, afskrifte, aflewering en indiening daarvan, per bladsy van slegs die oorspronklike[R357,00]R388,00

3. Briewe, telegramme en faksimilees; 'n allesinsluitende tarief vir die opstel, nasien, tik, uitdruk, aflewering, afskrifte, posgeld en pos daarvan, per bladsy.....[R144,00]R156,50

OPMERKING 1: Besonderhede van briewe wat afgestuur is [, telegramme en faksimilees] insluitende briewe wat elektronies oorgesend is, hoef nie in 'n kosterekening gespesifiseer te word nie. Die aantal briewe wat geskryf is, moet vermeld word, asook die totale bedrag wat daarvoor gehef word. Die teenparty sowel as die takseermeester is daarop geregtig om die stukke in te sien, indien die korrektheid van die item betwis word.

OPMERKING 2: Wanneer 'n prokureur ook al enige van die werk gelys in hierdie afdeling verrig, is die gelde hierin uiteengesit ten opsigte van sodanige werk van toepassing en nie enige gelde wat van toepassing sou wees kragtens die tarief ingevolge Reël 69 indien 'n advokaat die betrokke werk verrig het nie.

C - OPWAGTING EN DEURLESING

1. Ontvangs, inskrywing, deurlesing, oorweging en liassering van—

- (a) enige dagvaarding, beëdigde verklaring, pleitstuk, advokaat se advies en konsep, verslag, belangrike brief, kennisgewing of dokument;
- (b) enige formele brief, oorkonde, voorraadlyste by vrywillige oorgawe, uitsprake of enige ander belangrike dokument nie elders vermeld nie;
- (c) enige plan of bewysstuk of ander belangrike dokument wat noodsaaklik vir die voer van die geding was.....[R72,00]R78,00
2. Sortering, rangskikking en paginering van stukke vir die opstel van pleitstukke, advies oor getuienis of opdrag vir 'n verhoor of appèl, per kwartier of gedeelte daarvan—
- (a) deur 'n prokureur.....[R357,00]R388,00
- (b) deur 'n kandidaatprokureur.....[R111,00]R120,50

OPMERKING: Besonderhede van stukke wat ontvang word, hoef nie in kosterekenings gespesifiseer te word nie. Die aantal stukke en bladsye wat ontvang is, asook die totale bedrag wat daarvoor gehef word, moet vermeld word. Die teenparty sowel as die takseermeester is daarop geregtig om die stukke in te sien, indien die korrektheid van die item betwis word.

D – DIVERSE

1. Vir die maak van noodsaaklike afskrifte, insluitende fotostate, van enige dokument of stukke waarvoor daar nie reeds in hierdie tarief voorsiening gemaak is nie, per A4-grootte bladsy.....[R5,00]R6,00
2. Opwagting om vertaling te reël en daarna te verkry, per kwartier of gedeelte daarvan—
- (a) deur 'n prokureur.....[R357,00]R388,00
- (b) deur 'n kandidaatprokureur.....[R111,00]R120,50
3. Noodsaaklike telefoonoproep: Die werklike koste daarvan plus per vyf minute of gedeelte daarvan—
- (a) deur 'n prokureur.....[R119,00]R130,00
- (b) deur 'n kandidaatprokureur[R37,00]R40,00
4. ...
5. Getuienis: Billike en redelike vorderings en uitgawes wat volgens die mening van die takseermeester behoorlik aangegaan is vir die verkryging van die getuienis en die bywoning van getuies wie se getuiegelde by taksasie toegestaan is: Met dien verstande dat die voorbereidingsgelde van 'n getuie nie sonder 'n bevel van die hof of die toestemming van alle belanghebbende partye toegestaan word nie.

E – KOSTEREKENING

In verband met 'n kosterekening vir dienste gelewer deur 'n prokureur, is die prokureur daarop geregtig om te vorder:

1. Vir die opstel van die kosterekening, die maak van die nodige afskrifte en opwagting by afrekening, 11 persent van die prokureursgelde, hetsy soos gevra in die kosterekening indien nie getakseer nie, of soos toegestaan by taksasie.
2. Benewens die gelde kragtens paragraaf 1 gehef, indien tot taksasie oorgegaan word vir reëling en behartiging van taksasie, en verkryging van toestemming tot taksasie, 11 persent op die eerste R10 000.00 of gedeelte daarvan, 6 persent op die volgende R10 000.00 of gedeelte daarvan en 3 persent op die balans van die totale bedrag van die rekening.
3. (a) Wanneer 'n prokureur van die dienste van 'n ander persoon gebruik maak om sy of haar kosterekening op te stel, moet daardie kosterekening van 'n sertifikaat vergesel gaan waarin daardie prokureur sertifiseer dat—
 - (i) die kosterekening aldus opgestel, behoorlik deur hom of haar nagegaan en korrek bevind is; en
 - (ii) elke beskrywing in sodanige rekening met betrekking tot werk, tye en syfers in ooreenstemming is met dit wat noodsaaklikerwys deur hom of haar verrig is.
- (b) Die takseermeester kan—
 - (i) wanneer hy of sy oortuig is dat aan een of meer vereistes bedoel in item 3(a) nie voldoen is nie, weier om so 'n rekening te takseer;
 - (ii) wanneer hy of sy oortuig is dat gelde in 'n party-en-partykosterekening gevorder word —
 - (aa) vir werk wat nie gedoen is nie;
 - (bb) vir werk waarvoor gelde in 'n prokureur-en-kliëntekosterekening gevorder moet word; of
 - (cc) wat buitensporig hoog is,

die prokureur die vergoeding bedoel in items 1 en 2 van hierdie afdeling ontsê, indien meer as 20 persent van die aantal items in die kosterekening, insluitend uitgawes, of van die totale bedrag van die kosterekening, insluitend uitgawes, afgetakseer word.

OPMERKING: Die minimum gelde onder items 1 en 2 is ~~[R284,00]~~R309.50 per item.

F - TENUITVOERLEGGING

1. Opstel, uitreiking en uitvoering van 'n lasbrief vir eksekusie en alle opwagtinge in verband daarmee, uitgesonderd baljugelede

- indien nie getakseer nie)..... [R710,00]R772,00
 2. Heruitreiking.....[R179,00]R194,00".

Vervanging van reël 71 van die Reëls

21. Reël 71 van die Reëls word hierby deur die volgende reël vervang:

"71 Herroeping van reëls

Alle reëls uitgevaardig kragtens 'n by artikel [ses-en-veertig] 46 van die Wet herroep wetsbepaling, of kragtens paragraaf (a) van subartikel (2) van artikel [drie-en-veertig] 43 van die Wet, soos vervang deur artikel [elf] 11 van die Wysigingswet op die Hooggeregshof, 1963 (Wet No. 85 van 1963), waarby die verrigtinge van die onderskeie provinsiale en plaaslike afdelings gereël word, word kragtens subartikel (5) van artikel [drie-en-veertig] 43 van die Wet hierby herroep, behalwe vir sover in die bylae aangedui word."

Wysiging van die Eerste Bylae by die Reëls

22. Die Eerste Bylae by die Reëls word hierby gewysig—

- (a) deur Vorm 1 deur die volgende Vorm te vervang:

"VORM 1

EDIKTALE DAGVAARDING: VERKORTE VORM VAN PROSESSTRUK

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
 (..... AFDELING)

In die saak tussen:

..... Eiser

en

..... Verweerder

AAN:

A B (geslag) (beroep)
 voorheen woonagtig te, maar wie se huidige verblyfplek
 onbekend is:

NEEM KENNIS dat u, deur middel van 'n dagvaarding wat by hierdie hof uitgeneem is, opgeroep is om kennis te gee, binnedae na die publikasie hiervan, aan die griffier

25

en aan die eiser se prokureur, van u voorneme om te verdedig (indien u aldus van voorneme is) in 'n aksie waarin

- (a)
 (b)
 (c)

NEEM VERDER KENNIS dat indien u versuim om aldus kennis te gee, uitspraak teen u gedoen kan word sonder verdere verwysing na u.

GEDATEER te hierdiedag van[19] 20...

.....
 Griffier van die Hooggeregshof

.....
 Eiser se Prokureur

Adres vir betekening:

,

(b) deur Vorm 2A deur die volgende Vorm te vervang:

“VORM 2A

**KENNISGEWING VAN AANSOEK OM ONROERENDE GOED VATBAAR VIR
 UITWINNING INGEVOLGE REËL 46A TE VERKLAAR**

In die Hooggeregshof van Suid-Afrika
 (..... Afdeling

Saak No.

In die aangeleentheid tussen:

..... Applikant
 en

..... Respondent

Neem asseblief kennis dat die applikant hierin voornemens is om by die bogenoemde Agbare Hof op om of so gou daarna as wat die aangeleentheid aangehoor kan word, aansoek te doen om 'n bevel luidens die volgende

- (a)
 (b)
 (c)

En neem kennis dat—

- (a) die beëdigde verklaring van hierby aangeheg, saam met aanhangsels daarby, ter ondersteuning van die aansoek gebruik sal word; en
 (b) die applikant die adres hieronder aanwys as die adres waar betekening van dokumente in hierdie aansoek aanvaar sal word.

Die/enige respondēt kan die aansoek verdedig of tersaaklike verhoë aan die hof rig. 'n Respondēt wat dit wil doen moet—

- (a) sodanige verdediging of verhoë in 'n beëdigde verklaring uiteensit;
- (b) 'n afskrif van die beëdigde verklaring aan die applikant/prokureur beteken en die oorspronklike liasseer by die griffier van die bogenoemde hof binne 10 dae vanaf betekening van hierdie aansoekkennisgewing;
- (c) saam met betekening en liassering van die beëdigde verklaring, 'n adres binne [15] 25 kilometer van die kantoor van die griffier van die bogenoemde hof en 'n elektroniese posadres, waar beskikbaar aanwys, by enige een waarvan [waar] dokumente aan die respondēt beteken kan word, asook sodanige respondēt se posadresse of faksimile-adresse, waar beskikbaar; en
- (d) voor die bogenoemde hof verskyn op
- 'n Respondēt wat die aansoek verdedig moet benewens daardie respondēt se beëdigde verklaring—

- (a) die bewerings deur die applikant gemaak erken of ontken; en
- (b) die redes stel vir die verdediging van die aansoek en die gronde uiteensit waarop die verdediging gegrond is.

Versuim deur 'n respondēt om enige van die dinge in hierdie aansoekkennisgewing genoem te doen, kan daartoe lei dat die hof die bevel waarvoor hierbo gevra word, toestaan.

GEDATEER te hierdie dag van
..... 20.....

.....
Applikant/sy of haar prokureur

Adres:

Aan: Die Griffier van die Hooggeregshof

En aan:

..... Respondēt

Adres:

....."

- (c) deur Vorm 3 deur die volgende Vorm te vervang:

"VORM 3

DAGVAARDING: VOORLOPIGE VONNIS

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(..... AFDELING)

27

In die saak tussen:

..... Eiser

en

..... Verweerder

Aan die balju:

STEL A B (geslag),
 (beroep), van (woon- of
 besigheidsplek) hierna die verweerder genoem, in kennis:

(1) dat hy of sy hierby opgeroep word om onmiddellik aan C
 D (geslag) (beroep), van (woon-
 of besigheidsplek)(hierna die eiser genoem) 'n bedrag van
 moet betaal tesame met rente daarop bereken teen persent per jaar
 vanaf, deur die eiser gevorder op grond van (sit die skuldoorsaak
 hier uiteen) 'n afskrif van welke dokument hierby aangeheg is;

(2) dat by versuim van betaling, hy of sy hierby opgeroep word om voor hierdie hof
 persoonlik of deur 'n advokaat of deur 'n prokureur wat kragtens artikel 4(2) van die Wet
 op die Reg op Verskyning in Howe, 1995 (Wet No. 62 van 1995), die reg op verskyning in
 die Hooggeregshof het, te op die dag van
 [19] 20.... om (tyd) in die voormiddag (of so spoedig daarna as wat die
 saak verhoor kan word) te verskyn om sy of haar aanspreeklikheid vir die genoemde eis
 te erken of te ontken en te vermeld waarom die eiendom wat aan die verband onderworpe
 is, nie uitwinbaar verklaar behoort te word nie;

(3) dat indien hy of sy aanspreeklikheid ontken hy of sy nie later as middag op die
 dag van [19] 20..... 'n beëdigde verklaring by die griffier van
 hierdie hof moet indien waarvan hy of sy 'n afskrif aan die eiser se prokureur moet beteken,
 en waarin hy of sy die gronde van sy of haar verweer teen die eis uiteensit en in die
 besonder vermeld of hy of sy erken of ontken dat dit sy of haar of sy of haar
 verteenwoordiger se handtekening is wat op die genoemde verskyn, en as dit sy
of haar verteenwoordiger s'n is, of hy of sy dié se magtiging erken of ontken.
 EN STEL die genoemde verweerder verder in kennis dat indien hy of sy nie die voormelde
 bedrag en rente onmiddellik aan die eiser betaal nie en indien hy of sy (die genoemde
 verweerder) ook versuim om 'n beëdigde verklaring soos hierbo bedoel, in te dien en voor
 hierdie hof op die bogemelde tyd te verskyn, voorlopige vonnis onverwyld met koste teen
 hom of haar toegestaan kan word en die eiendom wat aan die verband onderhewig is,
 uitwinbaar verklaar kan word, maar dat by betaling van die genoemde bedrag, rente en
 koste, hy of sy geregtig sal wees om sekuriteit vir die terugbetaling daarvan te eis vir geval
 die vonnis daarna tersyde gestel sou word.

EN beteken 'n afskrif van hierdie dagvaarding en van die genoemde aan die verweerder en lewer dan hierdie dagvaarding aan die griffier terug met u relaas van wat u daaromtrent gedoen het.

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

.....
Griffier van die Hooggeregshof

.....
Eiser se prokureur

Adres vir betekening:

.....
.....
.....
.....;

(d) deur Vorm 7 deur die volgende Vorm te vervang:

**"VORM 7
KENNISGEWING AAN DERDE PARTY**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(..... AFDELING)

In die aangeleentheid tussen:

..... Eiser

en

..... Verweerder

en

..... Derde Party

AAN DIE BOGENOEMDE DERDE PARTY:

NEEM KENNIS dat die bogenoemde eiser 'n geding teen die bogenoemde verweerder ingestel het vir die regshulp in die dagvaarding uiteengesit, 'n afskrif waarvan hiermee aan u beteken word.

Die bogenoemde verweerder eis 'n bydrae of skadeloosstelling (of so 'n ander grond as wat voldoende is om 'n derdepartykennisgewing te regverdig) op die gronde in die aanhangsel hiervan uiteengesit.

As u daardie gronde betwis of die vordering van die eiser teen die verweerder betwis, moet u binne dae kennis gee van u voorneme om te verdedig. Die kennisgewing moet skriftelik wees en by die griffier ingedien word en 'n afskrif daarvan moet aan die bogenoemde verweerder by die adres onderaan hierdie kennisgewing vermeld, beteken word. Daarin moet 'n adres (nie synde 'n posbus of poste restante nie) soos in reël 6(5)(b) bedoel vir die betekening aan u van kennisgewings en dokumente in die geding, aangegee word. Binne 20 dae nadat u aldus kennis gegee het, moet u 'n pleit op die eiser se vordering teen die verweerder of 'n pleit op die verweerder se vordering teen u, of beide sodanige pleite, indien.

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

.....
Verweerder se Prokureur (Adres)

Aan

en aan

Eiser se Prokureur,
(Adres)";

(e) deur Vorm 8 deur die volgende Vorm te vervang:

***VORM 8
KENNISGEWING AAN BEWEERDE VENNOOT**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(..... AFDELING)

Saakno.....

In die aangeleentheid tussen:

..... Eiser

en

..... Verweerder

Aan: A B

NEEM KENNIS dat 'n aksie deur bogenoemde eiser teen bogenoemde verweerder om die bedrag van ingestel is en dat daar beweer word dat bogenoemde verweerder 'n vennootskap is waarvan u vanaf tot 'n vennoot was.

Indien u dit betwis dat u 'n vennoot was of indien u beweer dat geen aanspreeklikheid as vennoot in bogenoemde tydperk teen u ontstaan het nie, moet u binne 10 dae na die betekening van hierdie kennisgewing kennis gee van voorneme om te verdedig. Nadat u aldus kennis gegee het, sal 'n afskrif van die dagvaarding wat aan bogenoemde verweerder beteken is, aan u beteken word.

Om aldus kennis te gee, moet u 'n kennisgewing waarin vermeld word dat u voornemens is om te verdedig by die griffier indien en 'n afskrif daarvan aan die eiser by die adres hier onderaan vermeld, beteken. In u kennisgewing moet 'n adres (nie synde 'n posbus of poste restante nie) soos in reël 6(5)(b) bedoel vir die betekening aan u van kennisgewings en dokumente in die aksie, aangegee word. Tensy u al hierdie dinge doen, sal u kennisgewing ongeldig wees.

Daarna moet u 'n pleit indien waarin u kan betwis dat u 'n vennoot was of kan aanvoer dat die hierbo beweerde tydperk nie ter sake is nie of dat die verweerder aanspreeklik is, of al drie hierdie verwere.

Indien u nie aldus kennis gee nie sal dit u nie vrystaan om enige van bogenoemde verwere te opper nie. Indien die genoemde verweerder aanspreeklik bevind word, sal u blootstaan aan die uitreiking van 'n lasbrief vir uitwinning teen u indien die verweerder se bates uitgewin is en onvoldoende is.

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

Prokureur vir

.....
.....

(Adres)

(N.B. In aansoekverrigtinge moet hierdie vorm paslik gewysig word.);

(f) deur Vorm 11 deur die volgende Vorm te vervang:

**"VORM 11
BLOOTLEGGING – VORM VAN BEËDIGDE VERKLARING**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

31

(..... AFDELING)

Saak No.

In die saak tussen:

A.B. Eiser

en

C.D. Verweerder

Ei, C.D., die bogenoemde verweerder, verklaar onder eed:

(1) Ek het in my besit of onder my beheer die dokumente betreffende die geskilpunte in hierdie aksie wat in die eerste en tweede dele van die eerste aanhangsel hiervan aangegee word.

(2) Ek maak beswaar teen die blootlegging van die dokumente in die tweede deel van die aanhangsel aangegee.

(3) My beswaar berus daarop dat (vermeld hier op watter gronde die beswaar gemaak word en bevestig die feite sover moontlik).

(4) Ek het die dokumente betreffende die geskilpunte in hierdie aksie wat in die tweede aanhangsel aangegee word, in my besit of onder my beheer gehad maar nie nou meer nie.

(5) Laasgenoemde dokumente was laas in my besit of onder my beheer..... (vermeld wanneer).

(6) Die (vermeld hier wat van laasgenoemde dokumente geword het en in wie se besit hulle nou is).

(7) Na die beste van my wete het ek geen ander dokument of afskrif of uittreksel daarvan wat betrekking het op enige geskilpunt in hierdie aksie, as dié in die eerste en tweede aanhangsels hiervan aangegee, nou in my besit, bewaring of beheer of in die besit, bewaring of beheer van my prokureur of gevolmagtigde nie, of van enige ander persoon namens my nie, en ek het ook nooit gehad nie.

GEDATEER te hierdie dag van
[19] 20

.....
Verweerder”;

(g) deur Vorm 12 deur die volgende Vorm te vervang:

**"VORM 12
KENNISGEWING INGEVOLGE REËL 35(5)**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(..... AFDELING)

Saak No.

In die saak tussen:

A. B. Eiser

en

C. D. Verweerder

Aan:

Geliewe kennis te neem dat die bogenoemde eiser verlang dat u binne 15 dae by die ondergemelde adres 'n skriftelike verklaring aflewer waarin uiteengesit word watter dokumente van die volgende aard u tans in u besit het of voorheen gehad het:

- (a)
- (b)
- (c)
- (d)

In die verklaring moet u breedvoerig aangee watter dokumente nog in u besit is. Indien u nie meer enige van sodanige dokumente wat voorheen in u besit was, het nie, moet u meld in wie se besit hulle nou is.

Indien u versuim om die kennisgewing binne die voormelde tydperk af te lewer, sal aansoek by die hof gedoen word om 'n bevel waarby u verplig word om dit te doen en u gelas word om die koste van die aansoek te betaal.

GEDATEER te hierdie dag van
[19] 20

.....
Eiser se prokureur
(Adres)";

(h) deur Vorm 13 deur die volgende Vorm te vervang:

**"VORM 13
BLOOTLEGGING – KENNISGEWING OM VOOR TE LÊ**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(..... AFDELING)

Saak No.

In die aangeleentheid tussen:

..... Eiser

33

en

..... Verweerder

NEEM KENNIS dat die (eiser of verweerder) verlang dat u binne vyf dae die volgende dokumente wat in u beëdigde verklaring gedateer diedag van[19] 20 aangegee word, ter insae voorlê.

(Beskryf dokumente verlang)

GEDATEER te hierdie dag van [19] 20

.....

.....
Prokureur vir

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

(Adres)

Aan:

Prokureur vir die

.....
.....

(Adres)";

(i) deur Vorm 14 deur die volgende Vorm te vervang:

**"VORM 14
BLOOTLEGGING – KENNISGEWING DAT DOKUMENTE INGESIEN KAN WORD**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(..... AFDELING)

Saak No

In die saak tussen:

..... Eiser

en

..... Verweerder

34

NEEM KENNIS dat u die dokumente in u kennisgewing van die dag van [19] 20..... genoem, by my kantoor of te tussen die ure van en op die volgende dae kan insien.

(of)

Dat die (eiser of verweerder) beswaar maak teen die voorlegging van die dokumente in u kennisgewing van die dag van [19] 20... genoem, vir insae deur u, op grond daarvan dat (Vermeld die gronde)

GEDATEER te hierdie dag van [19] 20

.....
Prokureur vir
(Adres)

Aan:
Prokureur vir die
(Adres)";

(i) deur Vorm 15 deur die volgende Vorm te vervang:

**"VORM 15
BLOOTLEGGING – KENNISGEWING OM DOKUMENTE IN PLEITSTUKKE ENS,
VOOR TE LÊ**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(..... AFDELING)

Saak No

In die saak tussen:

..... Eiser

en

..... Verweerder

NEEM KENNIS dat die eiser (of verweerder) verlang dat u hom of haar ter insae die volgende dokumente in u (deklarasie of pleit of beëdigde verklaring) genoem, voorlê.

.....
.....

(Beskryf dokumente vereis)

GEDATEER te hierdie dag van
 [19] 20

.....
 Prokureur vir
 (Adres)

Aan:
 Prokureur vir die
 (Adres)";

(k) deur Vorm 16 deur die volgende Vorm te vervang:

**"VORM 16
 DAGVAARDING**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
 (..... AFDELING)

Saakno.....

In die aangeleentheid tussen:

.....
 Eiser

en

.....
 Verweerder

Aan die balju of adjunk:
 STEL:

.....

(*Vermeld naam, [geslag,] beroep en besigheids- of woonplek van elke getuie*)
 in kennis dat elkeen van die persone hierby gelas word om persoonlik voor die
 bogenoemde hof te te verskyn op die
 dag van 20....., om (tyd) en om daarna aanwesig
 te bly totdat die persoon deur die hof verskoon word, ten einde getuie af te lê namens
 die bogemelde eiser/verweerder aangaande sake waarvan die persoon kennis dra
 betreffende 'n aksie nou in die genoemde hof hangende, waarin die eiser van die
 verweerder

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

**EN STEL [elk van die genoemde persone in kennis dat daar van] ELK VAN DIE
 GENOEMDE PERSONE IN KENNIS DAT:**

CONTINUES ON PAGE 130 OF BOOK 2

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[die] Die persoon verlang word om die volgende dokumente of voorwerpe beskikbaar te stel:

- (1)
 (2)
 (3)

By die aanhoor van die saak, kan die vermelde persoon/persone aanspraak maak op privilegie wanneer hy of sy geroep word om getuie te lewer ten opsigte van die getuie wat aangebied staan te word en/of die dokumente of goed wat verstrekk staan te word, maar sodanige dokumente en/of goed wat hierin gelys word, moet na die Hof gebring word en moet in daardie persoon se besit wees hangende die vasstelling van enige aanspraak op privilegie.

Daardie persoon of persone kan afstand doen van privilegie, maar indien die persoon voornemens om op privilegie aanspraak te maak ten opsigte van die verstreking van enige dokument of goed, moet die vermelde persoon die party wat die dagvaarding laat uitreik het, so gou as moontlik voor die verhoordatum, inlig van die aard van privilegie waarop aanspraak gemaak word.

EN STEL elk van die genoemde persone verder in kennis dat die persoon in geen omstandighede moet versuim om aan hierdie getuiedagvaarding te voldoen nie aangesien die persoon daardeur aan 'n boete of gevangenisstraf van hoogstens drie maande blootgestel kan word.

Gedateer te op hede die dag van
 20.....

.....
 Griffier van die Hooggeregshof

.....
 Eiser/Verweerde/Prokureur".

(/) deur Vorm 18 deur die volgende Vorm te vervang:

**"VORM 18
 LASBRIEF TOT UITWINNING**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
 (..... AFDELING)

Saak No

In die saak tussen:

..... Eiser

en

..... Verweerder

Aan die balju vir die distrik

U word hierby gelas om op die roerende goed van....., die bogenoemde verweerder van(adres)....., beslag te lê en dit by openbare veiling uit te win tot 'n bedrag vantesame met rente daarop teen persent per jaar vanaf diedag van [19] 20.... plus die bedrag vanvir die getakseerde koste en uitgawes van die genoemde.....(eiser) wat hy of sy by uitspraak van hierdie hof gedateer diedag van [19] 20.....in die bogenoemde saak verhaal het, en ook alle ander koste en uitgawes van die eiser in die genoemde saak wat hierna regtens behoorlik getakseer word, benewens al u koste daarby aangegaan.

Betaal verder aan die genoemdeof sy prokureur die bedrag of bedrae aan hom of haar verskuldig met koste soos voormeld. WAARVOOR dit u lasbrief is.

En lewer hierdie lasbrief terug met 'n relaas van wat u daaromtrent gedoen het.

GEDATEER te hierdie dag van [19] 20

.....
Griffier van die Hooggeregshof

.....
Eiser se Prokureur
(Adres)";

(m) deur Vorm 19 deur die volgende Vorm te vervang:

***FORM 19
VORM VAN SEKERHEIDSTELLING INGEVOLGE REËL 45(5)**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(..... AFDELING)

Saak No

In die saak tussen:

..... Eiser

en

..... Verweerder

NADEMAAL uit hoofde van 'n sekere lasbrief van die Hooggeregshof van Suid-Afrika,Afdeling, gedateer diedag van[19] 20....., uitgereik op instansie van A.B. teen C.D. van, die balju die ondergenoemde artikels geneem en daarop beslag gelê het, naamlik:

10 osse
1 ploeg
1 eg
ens., ens., ens.

DERHALWE verbind ons, die genoemde C.D. en G.H., van 'n(beroep), as borg vir hom of haar onself gesamentlik en afsonderlik deur hierby teenoor die genoemde balju of sy of haar sessionarisse, regverkrygendes of opvolgers, te onderneem dat die genoemde goed nie verwyder sal word nie maar in die besit van die genoemde C.D. onder beslaglegging sal bly en aan die genoemde balju (of ander persoon deur hom of haar gemagtig om dit te ontvang) oorhandig sal word op diedag van[19] 20.....(die dag vir die verkoping bepaal) of op enige ander dag wanneer dit benodig mag word vir verkoping, tensy die genoemde beslaglegging regtens opgehef word. Vir die geval dat hierdie onderneming nie nagekom word nie, verbind ek, die genoemde G.H., myself en my goed hierby, ter betaling van die bedrag van(geskatte waarde van die inbeslaggenome goed) aan die genoemde balju, sy of haar sessionarisse, regverkrygendes of opvolgers, ten behoeve van die genoemde A.B. As getuie waarvan ons, die genoemde C.D. en G.H., hierdie stuk onderteken op hierdiedag van[19] 20.....

GEDATEER te hierdie dag van [19] 20

C.D.
Vonnisskuldenaar

G.H.
Borg

.....
Adjunk-balju

OORDRAG VAN BORGAKTE

Ek,, in my hoedanigheid as balju vir die distrik, sedeer en dra aan A.B. oor al my regte, titel en belang in die voorgaande borgakte.

Onderteken deur my in die teenwoordigheid van die ondergetekende getuies tehierdiedag van [19] 20.....

39

Adjunk-balju

As getuies:

1.
2.";

(n) deur Vorm 20 deur die volgende Vorm te vervang:

**"VORM 20
LASBRIEF TOT BESLAGLEGGING – ONROERENDE GOED**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(..... AFDELING)

Saak No.

In die saak tussen:

..... Eiser

en

..... Verweerder

Aan die adjunk-balju vir:

Die distrik van

NADEMAAL u gelas is om die bedrag vanin te vorder ter voldoening van 'n vonnisskuld en koste deur A.B. teen die genoemde C.D. in hierdie hof op diedag van [19] 20....., verkry.

EN NADEMAAL u in u relaas vermeld het dat (gee hier die balju se relaas op die lasbrief teen roerende goed).

DERHALWE word u gelas om op die onroerende goed van die genoemde C.D., synde(gee hier 'n beskrywing van die eiendom) beslag te lê en dit uit te win om daaruit die bedrag van tesame met die koste hiervan en van die vorige lasbrief ten bedrae van en u uitgawes in verband daarmee te verkry en om daarna met die opbrengs ooreenkomstig Hofreël 45 te handel.

WAARVOOR dit u lasbrief is,

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

.....
Griffier van die Hooggeregshof

.....

 Eiser se Prokureur
 (Adres)"; en

(o) deur Vorm 21 deur die volgende Vorm te vervang:

**"VORM 21
 VERKOOPSVOORWAARDES BY UITWINNING VAN ONROERENDE GOED**

Insake:

.....Uitwinningskuldeiser

en

.....Vonnisskuldenaar

Die onroerende eiendom (hierna die "eiendom" genoem) wat te koop aangebied sal word op die dag van 20 , bestaan uit:

.....

Die verkoping sal volgens die volgende voorwaardes gehou word::

1. Die verkoping word behoudens die bepaling van die Eenvormige Hofreëls en alle ander toepaslike wetsbepalinge gehou word.
2. Die eiendom sal deur die balju van te aan die hoogste bieder sonder 'n reserweprys/onderhewig aan 'n reserweprys van verkoop word.
3. Die verkoping geskied in rande en geen bod van minder as eenduisend rand sal aanvaar word nie.
4. Indien 'n geskil betreffende 'n bod ontstaan, kan die eiendom weer vir verkoping aangebied word.
5. (a) Indien die balju 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie maar kan dit reggestel word.
 (b) Indien die balju vermoed dat 'n bieder nie in staat is om of die deposito wat in voorwaarde 7 genoem word of die balans van die koopprys te betaal nie, kan die balju weier om die bod van so 'n bieder te aanvaar of kan hy dit voorwaardelik

aanvaar totdat die bieder die balju oortuig dat die beider in staat is om die deposito en die balans van die koopprys te betaal.

(c) By die weiering van 'n bod in die omstandighede in paragraaf (b) bedoel, kan die eiendom onmiddellik weer vir verkoping aangebied word.

6. (a) Die koper moet so spoedig doenlik na die verkoping en onmiddellik wanneer deur die balju versoek, hierdie voorwaardes onderteken.

(b) Indien die koper as verteenwoordiger koop, moet die koper die naam van die prinsipaal of persoon namens wie die eiendom gekoop word, bekendmaak.

7. (a) Die koper moet 'n deposito van 10 persent van die koopprys kontant of per bankgewaarborgde tjek op die dag van die verkoping aan die balju betaal.

(b) Die balans word teen transport betaal en verseker deur 'n waarborg uitgereik deur 'n finansiële instelling deur die vonnisskuldeiser of sy of haar prokureur goedgekeur, en die waarborg moet binne dae na die datum van die verkoping aan die balju verstrek word.

8. (a) As die koper versuim om enige verpligting van die koper ingevolge die verkoopsvoorwaardes na te kom, kan die koop summier deur 'n regter op grond van 'n verslag van die balju en na behoorlike kennisgewing aan die koper, gekanselleer word en die eiendom kan weer te koop aangebied word.

(b) Indien die omstandighede in paragraaf (a) voorkom, is die koper aanspreeklik vir verliese gelyk vanweë sodanige versuim en dit kan op aansoek van 'n benadeelde skuldeiser [**wie se naam op die balju se distribusierekening verskyn**] in subparagrafe (i) en (ii) van Reël 46(14)(c) bedoel, van die koper verhaal word kragtens vonnis van 'n regter wat op grond van 'n skriftelike verslag van die balju gegee word nadat die koper skriftelik in kennis gestel is dat so 'n verslag vir daardie doel voor die regter gelê sal word.

(c) As die koper reeds in besit van die eiendom is, kan die balju met sewe dae kennisgewing by 'n regter 'n bevel kry wat die koper of iemand wat voorgee die eiendom deur die koper te okkupeer of die eiendom andersins okkupeer, uitsit.

9. (a) Die koper moet onmiddellik op aandrang die balju se kommissie betaal, wat soos volg bereken word:.....;

(b) Die koper is aanspreeklik om, binne 10 dae nadat die koper deur die aangestelde aktebesorger versoek is om dit te doen, die volgende te betaal:

(i) Alle bedrae verskuldig aan die munisipaliteit wat die eiendom bedien, ingevolge die Wet op Plaaslike Regering: Munisipale Stelsels, 2000 (Wet 32 van 2000), vir

munisipale diensgelde, ekstra betalings op gelde, eiendombelasting en ander munisipale belastings, heffings en regte wat aan 'n munisipaliteit verskuldig kan wees, en waar van toepassing;

(ii) Alle heffings verskuldig aan 'n regs persoon ingevolge die Wet op Deeltitels, 1986 (Wet 95 van 1986) of bedrae verskuldig aan 'n huiseienaars- of ander vereniging wat dienste aan die eiendom lewer.

(iii) Die koste van transport, met inbegrip van aktebesorgingsgeld, hereregte en enige ander bedrag nodig vir die oordrag van transport na die koper.

10. (a) Die eiendom kan na ondertekening van verkoopsvoorwaardes, betaling van die deposito en wanneer die balans van die koopprys ingevolge voorwaarde 7(b) gewaarborg is in besit geneem word.

(b) Indien die koper besit van die eiendom neem, is die koper aanspreeklik vir okkupasiehuur teen die koers van R per maand van tot datum van transport.

(c) Wanneer die koper besit (okkupasie) neem, is die eiendom op die risiko en tot voordeel van die koper.

(d) Die vonnisskuldeiser en die balju gee geen waarborg dat die koper persoonlike en/of vakante okkupasie van die eiendom sal kan kry nie of dat die eiendom nie geokkuppeer is nie.

11. (a) Die koper is geregtig om onverwyld transport te kry by betaling van die hele koopprys en by voldoening aan voorwaarde 9. Anders sal transport gegee word eers nadat die koper voorwaardes 7 en 9 hiervan nagekom het.

(b) Indien die transport deur die koper verdraag word, is die koper aanspreeklik vir rente teen die koers van persent per jaar op die koopprys.

12. (a) Die balju kan eis dat enige verbetering op die verkoopte eiendom onmiddellik deur die koper vir die volle waarde daarvan verassureer word, bewys van assurance aan die balju gegee word en sodanige assurancepolis van krag gehou word totdat transport geregistreer is.

(b) Sou die koper versuim om aan die verpligtinge in paragraaf (a) te voldoen, kan die balju die nodige assurance uitneem en die koste van daardie assurance sal op die koper se koste wees.

13. (a) Die eiendom word verkoop soos deur die titelaktes en kaart of deelplan voorgestel, behoudens alle serwitute en voorwaardes van vestiging, watter ook al op die eiendom van toepassing is.

(b) Die balju is nie aanspreeklik vir enige tekort wat op die eiendom gevind mag word nie.

14. Die vonnisskuldeiser stel 'n aktebesorger aan om die transport van die eiendom na die koper te behartig: Met dien verstande dat die balju geregtig sal wees om 'n nuwe aktebesorger aan te stel sou die aktebesorger deur die vonnisskuldeiser aangestel nie betyds of bevredigend met die transport voortgaan nie.

Te hierdie dag van
20.....

.....Balju

Ek sertifiseer dat die voormelde eiendom vandag vir
aan in my teenwoordigheid verkoop is:
.....
.....
.....

Ek, die ondergetekende,....., woonagtig te in die
distrik verbind my hierby as koper van die voormelde eiendom om
die koopprys te betaal en om al die bogenoemde voorwaardes na te kom.”.

Wysiging van die Tweede Bylae by die Reëls

23. Die Tweede Bylae by die Reëls word hierby gewysig—

(a) deur Vorm A deur die volgende Vorm te vervang:

**"VORM A
LASBRIEF TOT UITWINNING – ROERENDE GOED, VOORLOPIGE VONNIS**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(..... AFDELING)

Saak No

In die saak tussen:

A.B. Eiser

en

C.D. Verweerder

Aan die balju:

Vir die distrik

U word hierby gelas om op die roerende goed van C.D., die bogenoemde verweerder, van(adres)beslag te lê en dit by openbare veiling uit te win tot die bedrag van tesame met rente daarop teen persent per jaar vanaf diedag van[19] 20..... en die bedrag vanvir die getakseerde koste en uitgawes van die genoemde A.B. wat hy of sy by voorlopige vonnis van hierdie hof verhaal het op diedag van[19] 20....., asook alle ander koste en uitgawes van die genoemde eiser in die genoemde aksie wat hierna regtens getakseer word, benewens al u koste daarby aangegaan en ook twee rand tien sent as die verweerder sekerheid de restituendo vereis; en verder om aan die genoemde A.B. of sy of haar prokureur die bedrag of bedrae aan hom of haar verskuldig met koste soos voormeld te betaal na die stelling van voldoende sekerheid (indien vereis) deur hom of haar vir die teruggawe daarvan indien die vonnis in die prinsipale saak ter syde gestel word. WAARVOOR dit u lasbrief is.

EN lewer hierdie lasbrief terug met 'n relaas van wat u daaromtrent gedoen het.

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

.....
Griffier

.....
.....
.....
Eiser se Prokureurs
(Adres)";

(b) deur Vorm B deur die volgende Vorm te vervang:

**"VORM B
LASBRIEF VIR BESLAGLEGGING - VOORLOPIGE VONNIS ONROERENDE GOED
UITWINBAAR VERKLAAR**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(..... AFDELING)

Saak No

In die saak tussen:

45

A.B. Eiser

en

C.D. Verweerder

Aan die balju:

Vir die distrik van

U word hierby gelas om beslag te lê op sekere (gee hier die volledige beskrywing van die eiendom) wat by 'n vonnis van hierdie hof gedateer diedag van [19] 20..... spesiaal uitwinbaar verklaar is ter betaling van die bedrag en rente daarop teen..... persent per jaar vanaf die dag van [19] 20... tot die datum van betaling wat A.B. by die genoemde voorlopige vonnis van die genoemde C.D. verhaal het, tesame met die bedrag van vir die getakseerde koste en uitgawes van die genoemde A.B. en daarbenewens twee rand tien sent as die verweerder sekerheid de restituendo vereis, en ook die bedrag van synde die getakseerde koste van hierdie lasbrief benewens al u koste daarby aangegaan, en betaal aan die genoemde A.B., of sy of haar prokureur die bedrag of bedrae aan hom of haar verskuldig met koste soos voormeld na die stelling van voldoende sekerheid (indien vereis) deur hom of haar vir die teruggawe daarvan indien die genoemde vonnis in die prinsipale saak ter syde gestel word. WAARVOOR dit u lasbrief is.

EN lewer hierdie lasbrief terug met 'n relaas van wat u daaromtrent gedoen het.

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

.....
Griffier

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

Prokureur vir Eiser,
(Adres)";

(c) deur Vorm C deur die volgende Vorm te vervang:

**"VORM C
SEKURITEITSAKTE NA TENUITVOERLEGGING VAN VOORLOPIGE VONNIS
WANNEER DIE VERWEERDE VOORNEMENS IS OM TOT DIE PRINSIPALE SAAK
OOR TE GAAN**

NADEMAAL op diedag van[19] 20..... aan(eiser van) deur dieAfdeling van die Hooggeregshof van Suid-Afrika voorlopige vonnis vir die bedrag vanmet rente en koste teen C.D. toegestaan is en nademaal die balju uit hoofde van die vonnis die bedrag van ingevorder het, en nademaal die genoemde C.D. vereis het dat sekerheid gestel word vir die teruggawe daarvan indien die vonnis in die prinsipale saak ter syde gestel sou word:

SY DIT HIERMEE kennelik dat ek, A.B., vanverbind is aan C.D. vanvir die bedrag van, betaalbaar aan die genoemde C.D., sy of haar eksekuteurs, administrateurs of regverkrygendes, vir die behoorlike betaling waarvan ek myself, my erfename, eksekuteurs, administrateurs of regverkrygendes hiermee onder voorwaardelike verpligting stel.

DIE VOORWAARDE van hierdie aanspreeklikheid is dat die genoemde vonnis in die prinsipale saak ter syde gestel word, in welke geval die genoemde balju aan die genoemde C.D., sy erfename, eksekuteurs, administrateurs of regverkrygendes die bedrag van of so 'n deel daarvan as wat die hof mag vasstel, betaal.

INDIEN die genoemde vonnis bekragtig word of indien die genoemde C.D. nie verskyning om te verdedig binne twee maande vanaf die datum van die voormelde vonnis aanteken nie, sal hierdie akte van nul en gener waarde wees.

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

AS GETUIES:

.....

(d) deur Vorm E deur die volgende Vorm te vervang:

**"VORM E
 LASBRIEF TOT UITSETTING**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
 (..... AFDELING)

Saak No

In die saak tussen:

A.B. Eiser (Applikant)

en

C.D. Verweerder (Respondent)

NADEMAAL A.B.,(beroep en adres) 'n bevel in dieAfdeling van die Hooggeregshof van Suid-Afrika op diedag van[19] 20..... teen C.D.(beroep en adres)..... verkry het waarby bevel is dat hy of sy en alle persone wat voorgee dat hulle 'n besitreg van hom of haar afelei, uitgesit word uit (meld eiendom of persele waaruit verweerder gesit moet word) tans geokkupeer deur die genoemde C.D. soos dit uit die stukke blyk

DERHALWE word u gelas om die genoemde C.D. en alle persone wat voorgee dat hulle 'n besitreg van hom of haar afelei, en sy of haar goedere en besittings, uit te sit uit die grond of perseel en dit dan te verlaat sodat die genoemde A.B. dit vreedsaam kan betrek en in besit kan neem.

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

Griffier

Eiser se prokureurs
(Adres);

(e) deur Vorm F deur die volgende Vorm te vervang:

**"VORM F
LASBRIEF TOT GEVANGESSETTING WEENS MINAGTING VAN DIE HOF**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(..... AFDELING)

Saak No

In die saak tussen:

A.B. AppliKant

en

C.D. Respondent

(1) Aan die Balju van die Provinsie of [sy] die wettige adjunk.
NADEMAAL dit volgens die stukke blyk dat hierdie hof op diedag van[19] 20 'n bevel toegestaan het:
(verstrek besonderhede van hofbevel)

EN NADEMAAL dit verder volgens die stukke blyk dat hierdie hof op diedag van[19] 20.....'n bevel toegestaan het vir die gevangesetting van die respondent weens minagting van die hof deurdat hy of sy versuim het om aan die voormelde hofbevel te voldoen, op die volgende wyse:

(Meld hier op welke wyse hy of sy versuim het)

WORD u hierby gelas om C.D. van in die Provinsie, indien hy of sy in daardie provinsie gevind word, te neem en hom of haar aan die bewaarder van die gevangenis van die distrik waarin hy of sy gevind word, tesame met 'n behoorlik gewaarmerkte afskrif van hierdie lasbrief te oorhandig, waar hy of sy veilig aangehou moet word vir 'n tydperk van vanaf die datum waarop hy of sy kragtens hierdie lasbrief in genoemde gevangenis aangehou word, of totdat hy of sy op 'n ander wyse regtens ontslaan word.

EN lewer hierdie lasbrief terug met 'n relaas van wat u daaromtrent gedoen het.

(2) Aan die Bevelvoerder van die Gevangenis aan wie die balju hierdie lasbrief oorhandig:

U word hierby gelas om genoemde C.D. te ontvang en hom of haar veilig aan te hou vir 'n tydperk vanvanaf die datum waarop die genoemde C.D. kragtens hierdie lasbrief in genoemde gevangenis ontvang word of totdat hy of sy andersins regtens ontslaan word.

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

Griffier

.....
.....
Eiser se Prokureurs";

(f) deur Vorm H deur die volgende Vorm te vervang:

"VORM H
LASBRIEF TOT BESLAGLEGGING OM JURISDIKSIE TE VESTIG
IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(..... AFDELING)

Saak No

In die saak tussen:

A .BEiser

en

C.D. Verweerder

Aan die balju vir die distrik

U word hierby gelas ingevolge 'n bevel van die Afdeling van die Hooggeregshof van Suid-Afrika, gedateer die dag van [19] 20.....om onverwyld beslag te lê op(meld eiendom)tans te(adres), vir die vestiging van jurisdiksie van die genoemde hof in die aksie van A.B. teen C.D. van(adres van respondent) vir(meld skuldoorsaak); waarvoor dit u lasbrief is.

EN lewer hierdie lasbrief terug met 'n relaas van wat u daaromtrent gedoen het.

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

.....
Griffier

.....
Applikant se Prokureur
(Adres)

OPMERKING: Die balju kan nie bloot uit hoofde van die hofbevel beslag lê nie; daar moet 'n lasbrief soos hierbo aan hom of haar gegee word";

(g) deur Vorm I deur die volgende Vorm te vervang:

**"VORM I
WAARMERKING VAN HANDTEKENING**

AAN WIE DIT MAG AANGAAN:

Ek (griffier se volle naam), Griffier van die Hooggeregshof van Suid-Afrika,Afdeling, sertifiseer hierby dat(notaris of prokureur se volle naam) wie se handtekening op die aangehegte dokument gemerk A, verskyn, 'n notaris of prokureur is wat kragtens wettige gesag behoorlik ingesweer en toegelaat is* en wat as sodanig in hierdie provinsie praktiseer en dat alle aktes, stukke, dokumente en geskrifte deur hom of haar in daardie hoedanigheid onderteken as volkome betroubaar en geloofwaardig beskou word in hierdie provinsie, sowel in die hof as daarbuite.

GEGEE onder my hand en ampseël tein die Provinsieop hierdiedag vanin die jaar [eenduisend negehoonderd] tweeduisend

50

.....
Griffier van die Hooggeregshof van Suid-Afrika (Seël)

.....
Afdeling

* Indien die notaris of prokureur 'n beëdigde verklaring afgeneem het, voeg by "en as sodanige Kommissaris van Ede."; en

(h) deur Vorm J deur die volgende Vorm te vervang:

"FORM J

SERTIFIKAAT VAN BETEKENING VAN BUITELANDSE PROSESSTUKKE

Ek,, Griffier van die Afdeling van die Hooggeregshof van Suid-Afrika, verklaar hierby dat die volgende stukke aangeheg is:

- (1) die oorspronklike versoek om betekening van 'n prosesstuk of sitasie ontvang van (staat, gebied of hof) in die saak tussenen
- (2) die prosesstuk wat die versoek vergesel het;
- (3) die bewys van betekening aan, die persoon in die versoek om betekening genoem, tesame met die bevestigende sertifikaat van

Ek verklaar ook dat die betekening en die bewys daarvan voldoen aan die praktyk en reëls van hierdie Afdeling van die Hooggeregshof van Suid-Afrika.

Ek verklaar verder dat die koste van die betekening, behoorlik deur die takseermeester van hierdie Afdeling bevestig, die som van R..... bedra.

GEGEE ONDER MY HAND EN AMPSEËL, TE OP HIERDIE
.....DAG VAN [19] 20.....

.....
Griffier van die Hooggeregshof van Suid-Afrika (Seël)

.....
Afdeling".

Inwerkingtreding

24. Hierdie reëls tree in werking op 19 Junie 2023.

DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT

NO. R. 3398

12 May 2023

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 for 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, R. 1158 of 30 October 2020, R. 1603 of 17 December 2021, R. 2135 of 3 June 2022 and R. 3059 of 17 February 2023.

Substitution of rule 18 of the rules

2. The following rule is hereby substituted for rule 18 of the rules:

"Attorneys' fees

18. The following fees shall be allowed to attorneys conducting appeals or other matters before the Court:

A – TAKING INSTRUCTIONS

R.c

- | | | | |
|----|------|--|-----------------------------------|
| 1. | (a) | To note an appeal or cross-appeal when leave to appeal is not required per quarter of an hour— | |
| | (i) | by an attorney | [357,00] <u>388,50</u> |
| | (ii) | by a candidate attorney | [111,00] <u>121,00</u> |
| | (b) | To prosecute or defend an appeal, including continuation of a cross-appeal per quarter of an hour— | |
| | (i) | by an attorney | [357,00] <u>388,50</u> |
| | (ii) | by a candidate attorney | [111,00] <u>121,00</u> |
| | (c) | To make or oppose an application per quarter of an hour— | |
| | (i) | by an attorney | [357,00] <u>388,50</u> |
| | (ii) | by a candidate attorney | [111,00] <u>121,00</u> |
| 2. | | To draft any application or affidavit per page | [143,00] <u>155,50</u> |

B – PREPARATION OF RECORDS

R.c

- | | | | |
|----|------|---|-----------------------------------|
| 1. | | Making, for the purpose of preparing copies of the record on appeal (except where a charge is made under paragraph 5 hereof), a copy of such particulars of the record as were not in the possession of the appellant or his or her attorney at the time when the order appealed from was made, per page..... | [5,00] <u>6,00</u> |
| 2. | | Arranging record for printing or typing, excluding unnecessary documents therefrom, and preparing an index and list of documents not included in the record on appeal, per quarter of an hour or part thereof— | |
| | (i) | by an attorney | [357,00] <u>388,50</u> |
| | (ii) | by a candidate attorney | [111,00] <u>121,00</u> |
| 3. | | Correcting typed copy, per quarter of an hour or part thereof— | |
| | (i) | by an attorney | [357,00] <u>388,50</u> |
| | (ii) | by a candidate attorney | [111,00] <u>121,00</u> |
| 4. | | Attending at the office of the registrar or officer of the court appealed from to peruse or authenticate the record, per quarter of an hour or part thereof — | |
| | (i) | by an attorney | [357,00] <u>388,50</u> |
| | (ii) | by a candidate attorney..... | [111,00] <u>121,00</u> |
| 5. | | Making typed copies of record on appeal and heads of arguments, per page..... | [5,00] <u>6,00</u> |

C – PERUSAL

R.c

- | | | | |
|----|-----|--|---------------------------------|
| 1. | (a) | Perusing judgment of court <i>a quo</i> when taking instructions for the continuation of an appeal or cross-appeal, where leave to appeal is not required, per page..... | [72,00] <u>78,50</u> |
| | (b) | Perusing record of appeal, for each page..... | [7,50] <u>9,50</u> |
| | (c) | Perusing judgment of court <i>a quo</i> by which leave to appeal was denied, when taking instructions to apply for leave to appeal to the Court, per | |

- page.....[7,50]9,50
2. Perusing any plan, diagram, photograph or other annexure to the record to which the remuneration hereinbefore set out cannot be applied per page.....[72,00]78,50
3. (a) Attendance on and perusal of any application or affidavit or any other document not elsewhere provided for, per page.....[72,00]78,50
- (b) Attendance on and perusal of any annexure to an application and answering affidavit, per page.....[7,50]9,50
- (c) Attendance on and perusal of an application or affidavit composed or corrected by counsel, per page.....[18,00]20,00
4. Attendance on and perusal of heads of argument, excluding annexures for example unreported judgments of court or copies of publications attached as confirmation of heads of arguments, per page[72,00]78,50

D – ATTENDANCE

R.c

1. Any formal attendance on an acknowledgement, receipt, etc.....[72,00]78,50
2. (a) Attendance on any letter or document.....[72,00]78,50
- (b) Necessary telephone calls made, the actual costs thereof, plus for every five minutes or part thereof —
- (i) by an attorney.....[119,00]130,00
- (ii) by a candidate attorney.....[37,00]40,00
- (c) Attendance on telephone calls, the actual costs thereof, plus for every five minutes or part thereof —
- (i) by an attorney.....[119,00]130,00
- (ii) by a candidate attorney.....[37,00]40,00
3. (a) Attendance at office of registrar to deliver a letter or document, or to uplift an order, etc, per quarter of an hour or part thereof—
- (i) by an attorney.....[357,00]388,50
- (ii) by a candidate attorney[111,00]121,00
- (b) Attendance on business other than formal business, per quarter of an hour or part thereof—
- (i) by an attorney.....[357,00] 388,50
- (ii) by a candidate attorney.....[111,00]121,00
4. (a) Attendance at any consultation with counsel or client, per quarter of an hour or part thereof—
- (i) by an attorney.....[357,00]388,50
- (ii) by a candidate attorney.....[111,00]121,00
- (b) A comprehensive fee for attendance, obtaining and payment of counsel for noting of judgment per quarter of an hour—
- (i) by an attorney.....[357,00]388,50
- (ii) by a candidate attorney.....[111,00]121,00
5. Attendance at court to note judgment per quarter of an hour —
- (a) by an attorney.....[357,00]388,50
- (b) by a candidate attorney.....[111,00]121,00
6. Attendance at court on hearing of appeal or application, per quarter of an hour or part thereof —
- (a) by an attorney.....[357,00]388,50

- (b) by a candidate attorney.....[111,00]121,00

E - DRAWING UP OF DOCUMENTS

	R.c
1. Any application or affidavit, per page.....	[143,00]155,50
2. Instructions to counsel—	
(a) on appeal per page.....	[143,00]155,50
(b) on application per page.....	[143,00]155,50
(c) in justifiable cases, for the drawing up or correcting of application or affidavit for an application for leave to appeal or disputing thereof per page [143,00]155,50	
3. Drawing up of notice of appeal or other necessary notices, per page.....	[143,00]155,50
4. Letters per page, including copy to keep	[143,00]155,50
5. Drawing up power of attorney, per page.....	[143,00]155,50
6. Drawing up short brief to counsel per page.....	[143,00]155,50
7. Drawing up bond of security, per page.....	[143,00]155,50

F – COPYING

	R.c
Other documents not specially provided for, per page.....	[5,00]6,00

G - BILLS OF COSTS

In connection with a bill of costs for work done or services rendered by an attorney, such attorney shall be entitled to charge the following:

- For drawing up the bill of costs, making the necessary copies and attending settlement, 11 per cent of the attorney's fees, either as charged in the bill, if not taxed or as allowed on taxation.
- In addition to the fees charged under paragraph 1, if recourse is had to taxation for arranging and attending taxation, and obtaining consent to taxation, 11 per cent on the first R10 000,00 or portion thereof, 6 per cent on the next R10 000,00 or portion thereof and 3 per cent on the balance of the total amount of the bill."

Commencement

- These Rules come into operation on **19 June 2023**.

DEPARTEMENT VAN JUSTISIE EN STAATKUNDIGE ONTWIKKELING

NO. R. 3398

12 Mei 2023

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

WYSIGING VAN DIE REËLS WAARBY DIE VOER VAN DIE VERRIGTINGE VAN DIE
HOOGSTE HOF VAN APPËL 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 vetdruk 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 Hoogste Hof van Appêl van Suid-Afrika gereël word, afgekondig in Goewermentskennisgewing No. R. 1523 van 27 November 1998, soos gewysig deur Goewermentskennisgewing No's 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, R. 1158 van 30 Oktober 2020, R. 1603 van 17 Desember 2021, R. 2133 van 3 June 2022 en R. 3059 van 17 Februarie 2023.

Vervanging van reël 18 van die reëls

2. Reël 18 van die reëls word hierby deur die volgende reël vervang:

"Prokureursgelde

18. Die volgende gelde word toegelaat vir prokureurs wat appèlle of ander aangeleenthede voor die Hof voer:

A – NEM VAN INSTRUKSIES

R.s

1. (a) Om 'n appèl of teenappèl aan te teken wanneer verlof om te appelleer nie 'n vereiste is nie per kwartier van 'n uur—
- (i) deur 'n prokureur.....[357,00]388,50
- (ii) deur 'n kandidaatprokureur.....[111,00]121,00
- (b) Om 'n appèl voort te sit of te verdedig, insluitende voortsetting van 'n teenappèl per kwartier van 'n uur—
- (i) deur 'n prokureur[357,00]388,50
- (ii) deur 'n kandidaatprokureur[111,00]121,00
- (c) Om 'n aansoek te doen of dit te bestry per kwartier van 'n uur—
- (i) deur 'n prokureur[357,00]388,50
- (ii) deur 'n kandidaatprokureur[111,00]121,00
2. Om enige aansoek of beëdigde verklaring op te stel per bladsy.....[143,00]155,50

B – VOORBEREIDING VAN STUKKE

R.s

1. Die maak van 'n afskrif van besonderhede van die stukke wat nie in besit van die appellant of sy of haar prokureur was toe die bevel waarteen geappelleer word, uitgevaardig is nie, met die doel om afskrifte van die oorkonde van appèl (behalwe waar 'n bedrag kragtens paragraaf 5 hiervan gevorder word) voor te berei, per bladsy.....[5,00]6,00
2. Rangskikking van stukke vir druk of tik, met uitsluiting van onnodige dokumente, en voorbereiding van 'n inhoudsopgawe en lys van dokumente nie ingesluit in die oorkonde van appèl nie, per kwartier van 'n uur of gedeelte daarvan—
- (i) deur 'n prokureur[357,00]388,50
- (ii) deur 'n kandidaatprokureur[111,00]121,00
3. Nasien van getikte afskrif, per kwartier van 'n uur of gedeelte daarvan—
- (i) deur 'n prokureur[357,00]388,50
- (ii) deur 'n kandidaatprokureur[111,00]121,00
4. Opwagting by die kantoor van die griffier of beampte van die hof waarvandaan geappelleer word, om die oorkonde na te gaan of te laat waarmerk, per kwartier van 'n uur of gedeelte daarvan—
- (i) deur 'n prokureur[357,00]388,50
- (ii) deur 'n kandidaatprokureur.....[111,00]121,00
5. Maak van getikte afskrifte van die oorkonde van appèl en betoogpunte, per bladsy.....[5,00]6,00

C – NAGAAN

R.s

1. (a) Nagaan van die hofuitspraak a quo wanneer instruksies geneem word vir die

- voortsetting van 'n appèl of teenappèl, waar verlot om te appelleer nie 'n vereiste is nie, per bladsy.....**[72,00]78,50**
- (b) Nagaan van die oorkonde van appèl vir elke bladsy.....**[7,50]9,50**
- (c) Nagaan van die hofuitspraak a quo waarby verlot om te appelleer geweier word, wanneer instruksies geneem word om aansoek te doen om verlot om na die Hof te appelleer, per bladsy.....**[7,50]9,50**
2. Nagaan van enige plan, skets, foto of ander aanhangsel van die stukke waarop die vergoeding hierbo uiteengesit, nie toegepas kan word nie, per bladsy.....**[72,00]78,50**
3. (a) Aandag gee aan en nagaan van enige aansoek of beëdigde verklaring of enige ander dokument waarvoor nie elders voorsiening gemaak word nie, per bladsy.....**[72,00]78,50**
- (b) Aandag gee aan en nagaan van enige aanhangsel van 'n aansoek en antwoordende verklaring, per bladsy.....**[7,50]9,50**
- (c) Aandag gee aan en nagaan van 'n aansoek of beëdigde verklaring wat deur 'n advokaat opgestel of nagesien is, per bladsy.....**[18,00]20,00**
4. Aandag gee aan en nagaan van betoogpunte met uitsluiting van aanhangsels soos byvoorbeeld ongerapporteerde hofuitsprake of afskrifte van publikasies wat ter staving van betoogpunte aangeheg is, per bladsy**[72,00]78,50**

D – BEHARTIGING

- | | | R.s |
|----|---|------------------------|
| 1. | 1. Enige formele behartiging van 'n erkenning, ontvangs, ens..... | [72,00]78,50 |
| 2. | (a) Behartiging van enige brief of dokument..... | [72,00]78,50 |
| | (b) Nodige telefoonoproepe gemaak, die werklike koste daarvan, plus vir elke vyf minute of gedeelte daarvan— | |
| | (i) deur 'n prokureur..... | [119,00]130,00 |
| | (ii) deur 'n kandidaatprokureur..... | [37,00]40,00 |
| | (c) Behartiging van telefoonoproepe vir elke vyf minute of gedeelte daarvan— | |
| | (i) deur 'n prokureur..... | [119,00]130,00 |
| | (ii) deur 'n kandidaatprokureur..... | [37,00]40,00 |
| 3. | (a) Opwagting by kantoor van griffier om 'n brief of dokument af te lewer of om 'n bevel af te haal, ens., per kwartier van 'n uur of gedeelte daarvan— | |
| | (i) deur 'n prokureur..... | [357,00]388,50 |
| | (ii) deur 'n kandidaatprokureur | [111,00]121,00 |
| | (b) Behartiging van besigheid wat nie formeel is nie, per kwartier van 'n uur of gedeelte daarvan— | |
| | (i) deur 'n prokureur..... | [357,00] 388,50 |
| | (ii) deur 'n kandidaatprokureur..... | [111,00]121,00 |
| 4. | (a) Opwagting by enige samesprekings met 'n advokaat of kliënt per kwartier van 'n uur of gedeelte daarvan— | |
| | (i) deur 'n prokureur..... | [357,00]388,50 |
| | (ii) deur 'n kandidaatprokureur..... | [111,00]121,00 |
| | (b) 'n Allesinsluitende bedrag vir opwagtings, verkryging en betaling van 'n advokaat om 'n uitspraak te noteer— | |
| | (i) deur 'n prokureur..... | [357,00]388,50 |
| | (ii) deur 'n kandidaatprokureur..... | [111,00]121,00 |

5. Opwagting by hof om vonnis te noteer per kwartier van 'n uur —
- (a) deur 'n prokureur.....[357,00]388,50
- (b) deur 'n kandidaatprokureur.....[111,00]121,00
6. Opwagting by hof by verhoor van appèl of aansoek, per kwartier van 'n uur of gedeelte daarvan—
- (a) deur 'n prokureur.....[357,00]388,50
- (b) deur 'n kandidaatprokureur.....[111,00]121,00

E - OPSTEL VAN DOKUMENTE

- | | | R.s |
|----|---|----------------|
| 1. | Enige aansoek of beëdigde verklaring, per bladsy..... | [143,00]155,50 |
| 2. | Instruksies aan advokaat— | |
| | (a) by appèl per bladsy..... | [143,00]155,50 |
| | (b) by aansoek per bladsy..... | [143,00]155,50 |
| | (c) in geregverdigde gevalle, vir die opstel of nasien van 'n aansoek of beëdigde verklaring vir 'n aansoek om verlof om te appelleer of bestryding daarvan per bladsy..... | [143,00]155,50 |
| 3. | Opstel van kennisgewing van appèl of ander nodige kennisgewings, per bladsy..... | [143,00]155,50 |
| 4. | Briewe, per bladsy, insluitende afskrif om te hou | [143,00]155,50 |
| 5. | Opstel van volmag, per bladsy..... | [143,00]155,50 |
| 6. | Opstel van kort opdrag aan advokaat, per bladsy..... | [143,00]155,50 |
| 7. | Opstel van borgakte, per bladsy..... | [143,00]155,50 |

F – MAAK VAN AFSKRIFTE

- | | R.s |
|--|------------|
| Ander dokumente waarvoor nie spesiaal voorsiening gemaak is nie, per bladsy..... | [5,00]6,00 |

G - KOSTEREKENINGE

In verband met 'n kosterekening vir werk gedoen of dienste gelewer deur 'n prokureur, is sodanige prokureur daarop geregtig om die volgende te vorder:

1. Vir die opstel van die kosterekening, die maak van die nodige afskrifte en opwagting by afrekening, 11 persent van die prokureursgelde, hetsy soos in die rekening gehef indien nie getakseer nie of soos by taksasie toegelaat.
2. Benewens die gelde kragtens paragraaf 1 gehef, indien tot taksasie oorgegaan word vir reëling en behartiging van taksasie, en verkryging van toestemming tot taksasie, 11 persent op die eerste R10 000.00 of gedeelte daarvan, 6 persent op die volgende R10 000.00 of gedeelte daarvan en 3 persent op die balans van die totale bedrag van die rekening."

Inwerkingtreding

3. Hierdie reëls tree in werking op **19 Junie 2023**.

DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT

NO. R. 3399

12 May 2023

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), 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.

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, R. 1156 of 30 October 2020, R. 1602 of 17 December 2021, R. 2134 of 3 June 2022, R. 2298 of 22 July 2022, R. 2414 of 26 August 2022 and R. 2434 of 2 September 2022.

Amendment of rule 64 of the Rules

2. Rule 64 of the Rules is hereby amended—

(a) by the substitution for sub-rule (2) of the following sub-rule:

"(2) The subpoena for a witness shall be delivered to the sheriff, a member of the police service or other person authorised to serve subpoenas in terms of section 15 (2), (3) or (4) of the Act, as the case may be."

(b) by the substitution for sub-rule (3) of the following sub-rule:

"(3) The subpoena shall be served upon the witness—"

- (a) personally;
- (b) at his or her residence or place of business or employment by delivering it to some person who is apparently not less than 16 years of age and apparently residing at that residence or employed at that place of business or employment;
- (c) to his or her electronic mail address; or
- (d) to his or her cellphone.”;

- (c) by the substitution for sub-rule (4) of the following sub-rule:

“(4) If the person to be served with a subpoena keeps his or her residence or place of business closed and thus prevents the service of the subpoena, it shall be sufficient service to affix **[a copy thereof] the subpoena** to the outer or principal door of such residence or place of business.”;

- (d) by the deletion of sub-rule (5);

- (e) by the substitution for sub-rule (6) of the following sub-rule:

“(6)(a) The person serving a subpoena shall make a return of service specifying the manner in which the subpoena was served, and shall file the return of service in the case docket or with the registrar or clerk of the court out of whose office it was issued.

(b) If the subpoena was served in terms of sub-rule (3)(a) or (b), or sub-rule (4), the return of service must contain the details and the circumstances under which such service was effected.

(c) if the subpoena was served at an electronic mail address, the delivery notice must be attached to the return of service.

(d) If the subpoena was served through a witness’ cellphone, a screenshot of such communication must be attached to the return of service.”; and

- (f) by the insertion after sub-rule (6) of the following sub-rules:

“(7) The subpoena must contain the following information:

- (a) The unique court allocated reference number and the case number;
- (b) the date and time of appearance, the physical address of the court and the court room number in which the witness is to testify;
- (c) the provisions of section 158 of the Criminal Procedure Act, 1977;
- (d) the contact details of the person with whom to arrange for audiovisual testimony if it will be a suitable option for the witness;
- (e) the name and contact details of the prosecutor; and
- (f) the consequences of not complying with the subpoena.

(8)(a) In the case of an audiovisual hearing, the link for the audiovisual testimony must be sent to the witness.

(b) If the witness fails to attend the hearing via the audio-visual hearing link, proof that the link was sent to the witness, and any response to the message containing the link, must be submitted to court.”.

Amendment of Annexure 1 to the Rules

3. Annexure 1 to the Rules is hereby amended by the substitution for Form 24 (**For use in the Regional Court*) of the Form contained in the Annexure hereto.

Amendment of Annexure 2 to the Rules

4. Annexure 2 to the rules is hereby amended—

(a) by the substitution for Tables A and B of the following Tables, respectively:

**"TABLE A
COSTS****PART I
GENERAL PROVISIONS**

1. When the amount in dispute is less than or equal to R50 000, costs shall be taxed on Scale B; when the amount in dispute exceeds R50 000, but is less than or equal to the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts, costs shall be taxed on Scale C; when the amount in dispute exceeds the maximum jurisdictional amount so determined by the Minister in respect of magistrates' courts for districts and the process is issued out of a magistrate's court for a regional division or when the matter is in respect of a cause of action in terms of section 29(1B)(a) of the Act, costs shall be taxed on Scale D.

2. (a) For the purpose of computing costs, the expression 'amount in dispute' means, where costs are awarded to the plaintiff, the amount or value of the judgment and 'amount or value of the judgment' means, where more than one claim is involved in the action, the total of the amounts involved in the judgment. Where costs are awarded to the defendant, the expression 'amount in dispute' means, the amount or value of the claim, and 'amount or value of the claim' means, where more than one claim is involved in the action, the total of the amounts of all the claims. The amount or value of the judgment or claim shall be inclusive of interest but exclusive of costs. If a matter is settled at any time the costs shall be taxed on the scale laid down in the agreement of settlement.

(b) Where the amount in dispute is not apparent on the face of the proceedings and—

(i) the matter is instituted in the Magistrates' Court for a District, costs shall be computed on Scale C; or

(ii) the matter is instituted in the Regional Court for a Regional Division, costs shall be computed on Scale D, unless the court orders otherwise.

3. Costs taxable in terms of rule 33(19) shall be deemed to have been awarded under a judgment for the amount offered or a judgment in the terms of the settlement, as the case may be.

4. Claims for ejectment shall be computed at two months' rent of the premises.

5. The rate at which costs are computed shall not be increased by reason of any claim for confirmation of any interdict or interlocutory order.

6.

7. Where the amount allowed for an item is specified, the amount shall be inclusive of all necessary attendances and services (other than services by the sheriff for the magistrate's court) in connection therewith save that for the necessary filing of documents at court a charge shall be allowed at **[R33,00]** R36,50 per document.
8. Where the amount allowed for an item is left blank—
(a) the drawing of documents (not pleadings) shall be allowed at **[R33,00]** R36,50 for each folio;
(b) copies for filing, service and an attorney's copy to retain shall also be allowed;
(c) **[R33,00]** R36,50 shall be allowed for each necessary service; and
(d) **[R33,00]** R36,50 shall be allowed per document for the necessary filing of documents at court.
9. (a) Where any document appears to the court to be unnecessary prolix, the court may disallow the whole or any part of the fee therefor.
(b) Where printed forms of documents to be copied are available, the fees for copying shall be limited to the necessary particulars inserted in such printed forms.
10. (a) A folio shall consist of 100 written or printed words or figures or part thereof.
(b) Four figures shall be reckoned as one word.
11. (a) Unless otherwise provided, a charge for perusal shall be allowed at **[R12,50]** R14,00 per folio in respect of any document or pleading necessarily perused.
(b) For necessary copies, including photocopies, of any document or papers not already provided for in this tariff, per A4 size page **[R5,00]** R6,00.
12. Where there are more defendants than one, **[R21,00]** R22,50 shall be added in respect of each additional defendant for each of items 2, 2A, 2B and 3 of Part II and items 2 and 7 of Part III.
13. Where the judgment debt is payable in instalments in terms of the judgment or an agreement, a fee of 10% on each instalment collected in redemption of the capital, costs and interest shall be allowed, subject to a maximum of **[R499,00]** R542,50 on each instalment. No additional fee shall be charged for any attendance in connection with the receipt or payment of any instalment.
14. The clerk or registrar of the court shall on taxation disallow any charge unnecessarily incurred.
15. Where the fee under any item is calculated on a time basis, the total time spent on any one day shall be calculated and the fee for that day calculated on such total.
16. Any amount necessarily and actually disbursed in tracing the debtor shall be allowed in addition to the fees laid down in this tariff.
17. Item 10A and 14A of Part III in the tariff to Table A are also applicable to Part IV of the tariff to Table A.
18. Fees to advocates referred to in section 34(2)(a)(i) of the Legal Practice Act, 2014 (Act No. 28 of 2014) shall be allowed on taxation only for items 21 to 26 of Part IV.

**PART II
UNDEFENDED ACTIONS**

	R
Item 1 - Registered letter of demand in terms of section 56 of the Act	
(a) Claim or claims where the aggregate of the claim or claims does not exceed the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts	[R49,00] R52,50
(b) Claim or claims where the aggregate of the claim or claims exceeds the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts and the process is issued out of a magistrate's court for a regional division	[R67,00] R72,50
Item 2 - Summons, (simple or combined), inclusive of a letter of demand other than the letter of demand referred to in item 1, where the aggregate amount of the claim or claims does not exceed R10 000,00	R846,00
(a)	
(b)	
(c)	
(d)	
Item 2A - Simple summons, inclusive of a letter of demand other than the letter of demand referred to in item 1:	
(a) Claim or claims where the aggregate amount of the claim or claims exceeds R10 000,00 but does not exceed R50 000,00	R1227,50
(b) Claim or claims where the aggregate of the claim or claims exceeds R50 000 but does not exceed the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts	R1475,00
(c) Claim or claims where the aggregate of the claim or claims exceeds the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts and the process is issued out of a magistrate's court for a regional division or when the matter is in respect of a cause of action in terms of section 29(1B)(a) of the Act	R1914,00
Item 2B - Combined summons, inclusive of a letter of demand other than the letter of demand referred to in item 1:	
(a) Claim or claims where the aggregate amount of the claim or claims exceeds R10 000,00 but does not exceed R50 000,00	R1650,50
(b) Claim or claims where the aggregate of the claim or claims exceeds R50 000 but does not exceed the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts	R1981,50
(c) Claim or claims where the aggregate of the claim or claims exceeds the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts and the process is issued out of a magistrate's court for a regional division or when the matter is in respect of a cause of action in terms of section 29(1B)(a) of the Act	R2570,00
Item 3 – Judgment:	
(a) Where the aggregate of the claim or claims does not exceed the amount in 2	[R165,50] R170,00
(b) Claim or claims where the aggregate of the claim or claims exceeds R10 000,00 but is not more than R50 000,00	[R418,00] R454,00
(c) Claim or claims where the aggregate of the claim or claims exceeds R50 000 but does not exceed the maximum jurisdictional amount determined by the Minister from time to time in respect of the Magistrates' courts for districts.	[R682,00] R741,00

	R
(d) Claim or claims where the aggregate of the claim or claims exceeds the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts and the process is issued out of magistrate's court for a regional division or when the matter is in respect of a cause of action in terms of section 29(1B)(a) of the Act.	[R886,00] R962.50
Item 4 – Notice in terms of rule 12(2)	
(a) Claim or claims where the aggregate of the claim or claims does not exceed the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts.	[R78,00] R85.00
(b) Claim or claims where the aggregate of the claim or claims exceeds the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts and the process is issued out of a magistrate's court for a regional division or when the matter is in respect of a cause of action in terms of section 29(1B)(a) of the Act.	[R101,00] R110.00
Item 5 - Notice in terms of rule 54(1)	
(a) Claim or claims where the aggregate of the claim or claims does not exceed the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts.	[R78,00] R85.00
(b) Claim or claims where the aggregate of the claim or claims exceeds the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts and the process is issued out of a magistrate's court for a regional division.	[R101,00] R110.00
Item 6 - Affidavit or certificate	
Item 7 - Attending court at the request of the magistrate when claim is referred to court for judgment or to obtain provisional sentence when claim is undefended	as allowed under item 15 on the scale for defended actions.
Item 8 - For each registered letter forwarded to the debtor in terms of section 57(1) or (3) or section 58(2), of the Act by the creditor or his or her attorney, including copies	
(a) Claim or claims where the aggregate of the claim or claims does not exceed the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts.	[R51,00] R55.50
(b) Claim or claims where the aggregate of the claim or claims exceeds the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts and the process is issued out of a magistrate's court for a regional division.	[R68,00] R74.00
Item 9 - Admission of liability and undertaking to pay debt in instalments or otherwise (section 57 of the Act)	
(a) Claim or claims where the aggregate of the claim or claims does not exceed the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts.	[R132,00] R143.50
(b) Claim or claims where the aggregate of the claim or claims exceeds the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts and the process is issued out of a magistrate's court for a regional division.	[R170,00] R184.50

	R
of magistrates' courts for districts and the process is issued out of a magistrate's court for a regional division.	
Item 10 - Consent to judgment or to judgment and an order for the payment of judgment debt in instalments (section 58 of the Act)	
(a) Claim or claims where the aggregate of the claim or claims does not exceed the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts.	[R132,00] R143,50
(b) Claim or claims where the aggregate of the claim or claims exceeds the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts and the process is issued out of a magistrate's court for a regional division.	[R170,00] R184,50

Note: The amount of fees allowable under items 4, 5, 6, 7, 8, 9 and 10 shall be included without taxation in the amount of the costs for which judgment is entered.

**PART III
DEFENDED ACTIONS (AND INTERPLEADER PROCEEDINGS)**

Item	Scale R	Scale A R	Scale B R	Scale C R	Scale D R
1 Instructions to sue or defend or to counterclaim or defend a counterclaim, perusal of all documentation and consideration of merits and all necessary consultations to issue summons		[R875,00] R950,50	[R1095,00] R1190,00	[R1369,00] R1488,00	
2 Summons		[R460,00] R499,50	[R551,00] R598,50	[R713,00] R774,50	
2A Particulars of Claim or Declaration		[R460,00] R499,50	[R551,00] R598,50	[R713,00] R774,50	
3 Appearance		[R55,00] R59,50	[R69,00] R75,00	[R89,00] R96,50	
4 Notice under rules 12(2) and 21B(2)		[R55,00] R59,50	[R69,00] R75,00	[R89,00] R96,50	
5 Plea		[R460,00] R499,50	[R551,00] R616,00	[R713,00] R774,50	
6 Claim in reconvension		[R460,00] R499,50	[R551,00] R616,00	[R713,00] R774,50	
7 Reply, if necessary		[R460,00] R499,00	[R551,00] R616,00	[R713,00] R774,50	
8 Drawing up of all documents not specifically mentioned, including request for further particulars, schedule of documents, all affidavits, subpoenas, any notice not otherwise		-	-	-	

Item	Scale R	A	Scale R	B	Scale R	C	Scale R	D
provided for and drawing up of statements by witnesses								
9 Production of documents for inspection, or inspecting documents, per quarter of an hour or part thereof of the time spent			[R196,00] R213,00		[R246,00] R267,00		[R318,00] R345,50	
10. ...								
10A Pagination and indexing of pleadings per quarter of an hour or part thereof:			[R132,00] R143,50		[R161,00] R175,00		[R208,00] R226,00	
11 The recording of statements by witnesses, per quarter of an hour or part thereof			[R196,00] R213,00		[R246,50] R267,00		[R318,00] R345,50	
12 Notice of trial or reinstatement			[R55,00] R59,50		[R69,00] R75,00		[R89,00] R96,50	
13 Preparing for trial (if counsel not employed)			[R1490,00] R1619,00		[R1788,00] R1943,50		[R2323,00] R2524,00	
14 Attendance at settlement negotiations, for each quarter of an hour or part thereof actually spent in such negotiations			[R196,00] R213,00		[R246,00] R267,00		[R318,00] R345,50	
14A Drawing up heads of argument per quarter of an hour or part thereof:			[R196,00] R213,00		[R246,00] R267,00		[R318,00] R345,50	
15 Attending court during trial, or at an on-the-spot inspection, or at postponement or examination on commission, for each quarter of an hour or part thereof spent in court while the case is actually being heard-								
(a) if an advocate is not employed			[R196,00] R213,00		[R246,00] R267,00		[R318,00] R345,50	
(b) if an advocate is employed			[R78,00] R84,50		[R96,00] R102,00		[R123,00] R134,00	
16 Attending pre-trial conference, for each quarter of an hour or part thereof actually spent in such conference			[R196,00] R213,00		[R246,00] R267,00		[R318,00] R345,50	
17 Attending court to hear reserved judgment, per quarter of an hour or part thereof			[R40,00] R43,00		[R49,00] R52,50		[R63,00] R68,50	
18 Correspondence-								
(a) for each necessary letter [or telegram,] per folio			[R31,00] R34,00		[R40,00] R43,00		[R50,00] R54,50	
(b) for each letter [or telegram] received, provided that a fee for perusal shall not be allowed in addition to the fee herein provided for			[R31,00] R34,00		[R40,00] R43,00		[R50,00] R54,50	
19 Attendances: For each necessary attendance not otherwise provided for, per attendance			[R31,00] R34,00		[R40,00] R43,00		[R50,00] R54,50	
20 Necessary formal telephone calls, per			[R31,00]		[R40,00]		[R50,00]	

Item	Scale R	A	Scale R	B	Scale R	C	Scale R	D
call			R34,00		R43,00		R54,50	
21 Telephone consultations: For every 5 minutes or part thereof, subject to a maximum fee per consultation of [R190,00] R206,50 for Scales B to C and [R246,00] R267,00 for Scale D			[R55,00] R59,50		[R69,00] R75,00		[R89,00] R96,50	
22 Each necessary consultation, per quarter of an hour or part thereof			[R196,00] R213,00		[R246,00] R267,00		[R318,00] R345,50	
23 The court may, on request made at the hearing, allow in addition to the fee prescribed in item 13 above a refresher fee in postponed or partly heard trials			[R965,00] R1049,00		[R1157,00] R1257,50		[R1503,00] R1633,00	
24 Time spent waiting at court (owing to no court being available) per quarter of an hour or part thereof			[R132,00] R143,50		[R161,00] R175,00		[R208,00] R226,00	
25 Travelling time [subject to the provisions of rule 33(9)] per quarter of an hour or part thereof			[R132,00] R143,00		[R161,00] R175,00		[R208,00] R226,00	
26 Subsistence and travelling expenses as laid down in rule 33(9)	The actual reasonable subsistence and travelling expenses as laid down in rule 33(9)							

PART IV OTHER MATTERS

Exceptions, applications to strike out, applications for summary judgment, appearance to obtain provisional sentence when claim is defended, interlocutory applications, arrest, interdict, applications under rule 27(9), applications to review judgment, order or taxation, applications for liquidation of close corporations and applications in terms of section 65J of the Act, applications under rule 58 and any other applications.

ITEM	Scale R	A	Scale R	B	Scale R	C	Scale R	D
1. (a) Instructions to make application or to oppose or to show cause (the court may on request allow a higher amount)			[R331,00] R360,00		[R394,00] R428,00		[R512,00] R556,50	
(b) Instructions to make application for liquidation of close corporation, perusal of all documentation and consideration of merits, and all necessary consultations			[R808,00] R878,00		[R969,00] R1053,00		[R1260,00] R1369,00	
2. Drawing up of all documents, affidavits, applications and notices, orders, etc			-		-		-	
3. Attending court on hearing:								
(a) If unopposed or opposed (if an advocate is not employed), for each quarter of an hour or part thereof actually spent in court			[R196,00] R213,00		[R246,00] R267,00		[R318,00] R345,50	
(b) If opposed (if an advocate is employed), for each quarter of an hour actually			[R78,00] R85,00		[R96,00] R104,50		[R123,00] R134,00	

ITEM	Scale R	A R	Scale B R	Scale C R	Scale D R
spent in court or part thereof					
4. (a) Fee for preparation for argument when opposed			[R804,00] R874,00	[R969,00] R1053,00	[R1260,00] R1369,00
(b) Fee for preparation for trial where proceedings are referred to trial or oral evidence			[R804,00] R874,00	[R969,00] R1053,00	[R1260,00] R1369,00
5. Consultations and settlement negotiations – when opposed, per quarter of an hour or part thereof			[R196,00] R213,00	[R246,00] R267,00	[R318,00] R345,50

ITEM	Scale R
TAXATION OF COSTS In connection with a bill of costs for services rendered by an attorney, the attorney shall be entitled to charge :	R
6. For drawing the bill of costs, making the necessary copies and attending settlement, 11 percent of the attorney's fees, either as charged in the bill, if not taxed, or as allowed on taxation.	
7. In addition to the fees charged under item 6, if recourse is had to taxation for arranging and attending taxation, and obtaining consent to taxation, 11 percent on the first R10 000,00 or portion thereof, 6 percent on the next R10 000,00 or portion thereof and 3 percent on the balance of the total amount of the bill.	
8. Attending on review of taxation, for each quarter of an hour or part thereof in court while review is actually being heard	[R196,00] R213,00
9. Notice of application for review of taxation and service	-
10. Affidavit, where necessary	-

EXECUTION	
11. (a) Issue of warrant of execution, ejectment, and delivery up of possession	[R132,00] R143,50
(b) For each reissue thereof	[R55,00] R59,50
12. Inclusive fee for work done in connection with releasing of immovable property attached	[R165,00] R179,00
13. Inclusive fee for work done in connection with sale in execution of immovable property only (excluding work in respect of which fees are already provided for elsewhere and the drawing up of the conditions of sale)	[R418,00] R454,50
14. (a) Drawing up of notice of sale in terms of rule 41(8) or rule 43 (7)(b)(i), or conditions of sale in terms of rule 43(8)(a)(i)	
(b) For all other work done and papers and documents supplied to the sheriff of the magistrate's court in connection with a sale in execution of movable property, an inclusive fee of	[R285,00] R310,00
15. Security for restitution, where necessary	[R109,50] R119,00

WHERE AN ADVOCATE IS EMPLOYED	
16. Instructions for exception or application, where allowed	
(a) Claim or claims where the aggregate of the claim or claims does not exceed the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts	[R196,00] R213,00
(b) Claim or claims where the aggregate of the claim or claims exceeds the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts and the process is issued out of a magistrate's court for a regional division	[R255,00] R277,50
17. Instructions on trial	
(a) Claim or claims where the aggregate of the claim or claims does not exceed the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts	[R251,00] R273,00
(b) Claim or claims where the aggregate of the claim or claims exceeds the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts and the process is issued out of a magistrate's court for a regional division	[R315,00] R343,00
18. Drawing brief on exception or application, where allowed	-
19. Drawing brief on trial	-
20. Attending each necessary consultation with an advocate, per quarter of an hour or part thereof	
(a) Claim or claims where the aggregate of the claim or claims does not exceed the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts	[R82,00] R89,00
(b) Claim or claims where the aggregate of the claim or claims exceeds the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts and the process is issued out of a magistrate's court for a regional division	[R103,00] R112,00

FEES TO ADVOCATES	
21. With brief to argue exception or application	[R964,00] R1048,00
22. With trial brief for the first day, not exceeding	[R2736,00] R2973,50
23. In any court held more than 30 km from the nearest town where a provincial or local division (other than a Circuit Court) of the High Court sits, a travelling allowance (in addition to the fee on brief) may be allowed by special order of the court at	[R6,50] R7,50 per km
24. Each necessary consultation, per quarter of an hour	[R196,00] R213,00
25. For every day exceeding one on which evidence is taken or arguments heard, a refresher not exceeding	[R1644,00] R1786,50
26. Drawing up pleadings	[R441,00]

	<u>R479,00</u>
<i>Notes:</i>	
(a) In regard to items 22 and 25 a fee in lieu of the fee for the first day's hearing shall be allowed as follows when the case is settled or withdrawn or postponed at the instance of any party on or before the date of hearing:	
(i) not more than two days prior to the date of hearing: The fee otherwise allowable on taxation for the first day's hearing;	
(ii) not less than three days and not more than seven days prior to the date of hearing: Two thirds of the fee under (i); and	
(iii) not less than eight days and not more than 21 days prior to the date of hearing: Half of the fee under (i).	
(b) The court may on request allow a higher fee for an advocate in regard to items 22, 24, 25 and 26.	
(c) A fee for travelling time by an advocate shall be allowed at the same rate as for attorneys under rule 33(9).	

MISCELLANEOUS	
27. Obtaining certified copy of judgment	<u>[R99,00]</u> R107,50
28. Obtaining payment in terms of rule 18(4)	<u>[R69,00]</u> R75,00
29. Request for security in terms of rule 62(1)	-
30. Furnishing security in terms of rule 62(1)	-

**TABLE B
COSTS**

PART I

**GENERAL PROVISIONS IN RESPECT OF PROCEEDINGS IN TERMS OF SECTIONS 65
AND 65A TO 65M OF THE ACT**

1. Subject to the provisions of paragraph 3, no fees other than those in the Tariff to this Part shall be allowed.

2. Subject to the provisions of section 65K of the Act, the fees laid down in items (a), (b) or (c) of the Tariff to this Part, as the case may be, shall be payable for the drawing up of the notice referred to in section 65A(1), including appearance at the inquiry into the judgment debtor's financial position referred to in section 65D, or any appearance at subsequent suspension, amendment or rescission proceedings, and shall, with the exception of the fee allowed under item (m) of the tariff, be chargeable only once for the drawing up, issue and all reissues of the notice and all postponements of the inquiry, irrespective of the number of days on which the proceedings are heard in court: Provided that where the debtor leaves the area of jurisdiction of the court after issue of the notice referred to in section 65A(1) and the notice is reissued in any other district, the aforesaid fee may also be charged in such other district if the court so orders.

3. The following shall be allowed in addition to the fees laid down in the Tariff to this Part:

- (a) All necessary disbursements incurred in connection with the proceedings.
 (b) A fee of 10% on each instalment collected in redemption of the capital and costs of the action, subject to a maximum amount of ~~[R499,00]~~ R543,00 on every instalment. Where the amount is payable in instalments the collection fees shall be recoverable only on payment of every instalment. Such fees shall be in substitution for and not in addition to the collection fees prescribed in paragraph 13 of Part 1 of Table A.
 (c) All necessary disbursements incurred in connection with any prior abortive proceedings under section 72, if the court has so ordered.
 (d) Any amount necessarily and actually disbursed in tracing the judgment debtor, where the capital amount of the debt at the time the tracing agent was employed was not less than ~~[R546,00]~~ R593,50. The total amount to be allowed for each tracing shall not exceed ~~[R417,00]~~ R453,50.

4. For the purpose of the Tariff to this Part the amount of the claim shall, subject to the provisions of paragraph 3(d), be the total of the capital amount and costs outstanding at the date of the first institution of proceedings under section 65A(1) of the Act.

5. Items 1 to 5 of Part IV of Table A of Annexure 2 are applicable in terms of section 65J of the Act.

TARIFF		R
(a)	Where the claim does not exceed the amount of R1 000,00	[R276,00] R299,50
(b)	Where the claim exceeds the amount of R1 000,00 but is not more than R2 000,00	[R417,00] R453,50
(c)	Where the claim exceeds the amount of R2 000,00	[R492,00] R535,00
(d)	Warrant of arrest (Form 40A)	[R109,00] R118,50
(e)	(i) Emoluments attachment order (Form 38)	[R218,00] R237,00
	(ii) Reissue (Certificates included)	[R175,00] R190,50
(f)	Application for costs on notice (including appearance in court)	[R109,00] R118,50
(g)	Obtaining a certified copy of a judgment	[R109,00] R118,50
(h)	Affidavit or certificate by the judgment creditor or his or her attorney	[R77,00] R84,00
(i)	For each registered letter forwarded to the debtor in terms of sections 65A(2), 65E(6) or 65J(2) of the Act by the creditor or his or her attorney	[R50,00] R54,00
(j)	Affidavit or affirmation by debtor Rule 45(7)	[R131,00] R142,00
(k)	Request for an order under section 65 of the Act	[R77,00] R84,00
(l)	Attending postponed proceedings in terms of section 65E(3) of the Act or	[R109,00]

	attending proceedings at court pursuant to the arrest of a judgment debtor, director or officer or pursuant to a notice referred to in 65A(8)(b)	R118,50
(m)	Subpoena:	
	(i) Drawing up of subpoena, per folio	[R31,00] R34,00
	(ii) Every necessary attendance, per attendance	[R21,00] R23,50
(n)	(i) Correspondence: For every necessary letter [or telegram] written or received, including copy to retain, provided that a fee for perusal shall not be allowed in addition to the fee herein provided for, per folio	[R31,00] R34,00
	(ii) Attendances: For each necessary attendance not otherwise provided for, per attendance	[R31,00] R34,00
	(iii) Necessary formal telephone calls, per call	[R31,00] R34,00

**PART II
GENERAL PROVISIONS IN RESPECT OF PROCEEDINGS IN TERMS OF SECTION 72
OF THE ACT**

1. Subject to the provisions of paragraphs 2 and 3 no fees other than those laid down in the Tariff to this Part shall be allowed.
2. Paragraph 3(a), (b) and (d) of the general provisions under Part 1 of this Table shall apply *mutatis mutandis* to this Part.
3. All necessary disbursements incurred in connection with any prior abortive proceedings under section 65 shall be allowed if the court has so ordered.
4. For the purpose of the Tariff to this Part the amount of the claim shall, subject to the provisions of paragraph 3(d) of the general provisions under Part 1 of this Table, be the total of the capital amount outstanding at the date of the first institution of proceedings in terms of section 72 of the Act.

TARIFF	
(a) Where the claim does not exceed R200.00	[R165,00] R179,00
(b) Where the claim exceeds R200.00	[R352,00] R382,00
(c) Obtaining certified copy of a judgment	[R99,00] R107,50
(d) Application for an order of execution against the garnishee	[R99,00] R107,50
(e) Garnishee order (Form 39)	[R131,00] R142,00

**PART III
GENERAL PROVISIONS IN RESPECT OF PROCEEDINGS IN TERMS OF SECTION 74
OF THE ACT**

1. The following fees shall be allowed in addition to those laid down in the Tariff to this Part:

- (a) All necessary disbursements incurred in connection with the proceedings.
 (b) In addition to the fees stated below, the administrator shall be entitled to a fee of 10% on each instalment collected for the redemption of capital and costs, which amount is included in the 12,5 % in terms of section 74L(2) of the Act.

2. For the purposes of items 4 and 5 of the Tariff to this Part, a folio shall consist of 100 written or printed words or figures and four figures shall be reckoned as one word.

TARIFF			
Item	One to ten creditors	Eleven to twenty creditors	Twenty-one or more creditors
	R	R	R
1. Instructions to apply for administration order, including the necessary perusal of summonses, demands, etc. and ascertaining the amount of assets and liabilities, including all attendances and correspondence necessary in connection therewith	[R196,00] R213,00	[R275,00] R298,50	[R439,00] R477,00
2. Instructions on application under section 74Q(1) or to oppose such application or the granting of administration order	[R156,00] R170,00	[R156,00] R170,00	[R156,00] R170,00
3. Drawing up application for administration order or review thereof and affidavit, including all annexures thereto and all attendances, excluding attendance in court	[R274,00] R297,00	[R274,00] R297,00	[R274,00] R297,00
4. Making copies of application, affidavit and annexures for creditors, per page	[R5,00] R6,00	[R5,00] R6,00	[R5,00] R6,00
5. Perusal of application and other documents served, if any, per folio. Note: The fees under this item are only claimed by the attorney or an opposing party.	[R12,00] R13,50	[R12,00] R13,50	[R12,00] R13,50
6. Attending court:			
(a) On postponement or setting aside, if not occasioned by the attorney or his or her client;	[R74,00] R80,50	[R74,00] R80,50	[R74,00] R80,50
(b) On any other hearing	[R156,00] R170,00	[R295,00] R320,00	[R295,00] R320,00
7. For furnishing to a creditor by the administrator of the information referred to in section 74 m(a) of the Act, per application	[R21,00] R23,50	[R21,00] R23,50	[R21,00] R23,50
8. For furnishing of a copy of the debtor's statement of affairs referred to in sections 74 and 74A(1) of the Act by the administrator in terms of section 74M(b) or of a list or account referred to in section 74G(1) or 74J of the Act or of the debtor's statement of affairs referred to in	[R5,00] R6,00	[R5,00] R6,00	[R5,00] R6,00

section 65l(2) of the Act, per page			
9. Correspondence and attendances	[R32,00] R35,00	[R32,00] R35,00	[R32,00] R35,00

(b) by the substitution for Part II of Table C of the following Part:

**"PART II
SHERIFFS WHO ARE NOT OFFICERS OF THE PUBLIC SERVICE**

1A. For registration of any document for service or execution upon receipt thereof: ~~[R12,00]~~ R 13,00.

1B. (a) For the service of a summons, subpoena, notice, order or other document not being a document mentioned in item 2, the journey to and from the place of service of any of the above-mentioned documents—

(i) within a distance of 6 kilometres from the court-house of the district for which the sheriff is appointed: ~~[R48,00]~~ R 52,00

(ii) within a distance of 12 kilometres, but further than 6 kilometres from the court-house of the district for which the sheriff is appointed: ~~[R57,50]~~ R 62,00;

(iii) within a distance of 20 kilometres, but further than 12 kilometres from the court-house of the district for which the sheriff is appointed: ~~[R77,00]~~ R 84,00;

(b) For the attempted service of the documents mentioned in paragraph (a), the journey to and from the place of attempted service of any of the above-mentioned documents—

(i) within a distance of 6 kilometres from the court-house of the district for which the sheriff is appointed: ~~[R41,50]~~ R45,00;

(ii) within a distance of 12 kilometres but further than 6 kilometres from the court-house of the district for which the sheriff is appointed: ~~[R48,00]~~ R52,00;

(iii) within a distance of 20 kilometres but further than 12 kilometres from the court-house of the district for which the sheriff is appointed: ~~[R69,00]~~ R75,50;

(c) (i) Where a document must be served together with a process of the court and is mentioned in such process or is an annexure thereto, no additional fees shall be charged for service of the document, otherwise ~~[R12,00]~~ R13,00 may be charged for every separate document served;

(ii) No fees shall be charged for a separate document when process in criminal matters is served;

(iii) The service of a notice referred to in rule 54(1) simultaneously with the summons shall not be regarded as a separate service;

(iv) Where a mandator instructs the sheriff, in writing, to serve or execute a document referred to in item 1B(a) or (2)(a) on an urgent basis or after hours, the sheriff shall charge an additional fee of ~~[R256,00]~~ R279,50 for such service irrespective of whether the service or execution was successful, which additional fee shall be paid by the mandator, save where the court orders otherwise;

(v) For the purpose of sub-paragraph (iv)—

(aa) "urgent" means on the same day or within twenty four hours of the written instruction; and

(bb) "after hours" means any time—

(aaa) before 7h00 or after 19h00 on Mondays to Fridays; or

(bbb) on a Saturday, Sunday or public holiday.

2. (a) For the execution of a warrant (other than against immovable property), interdict, garnishee order or emoluments attachment order, the journey to and from the place of execution of the above-mentioned documents—

(i) within a distance of 6 kilometres from the court-house of the district for which the sheriff is appointed: **[R69,00]** R75,50;

(ii) within a distance of 12 kilometres, but further than 6 kilometres from the court-house of the district for which the sheriff is appointed: **[R77,00]** R84,00;

(iii) within a distance of 20 kilometres, but further than 12 kilometres from the court-house of the district for which the sheriff is appointed: **[R96,00]** R105,00;

(b) For the attempted execution of the documents mentioned in paragraph (a), the journey to and from the place of attempted execution of the above-mentioned documents —

(i) within a distance of 6 kilometres from the court-house of the district for which the sheriff is appointed: **[R57,50]** R62,00;

(ii) within a distance of 12 kilometres, but further than 6 kilometres from the court-house of the district for which the sheriff is appointed: **[R69,00]** R75,50;

(iii) within a distance of 20 kilometres, but further than 12 kilometres from the court-house of the district for which the sheriff is appointed: **[R86,00]** R94,00;

(c) (i) For the ejection of a defendant from the premises referred to in the warrant of ejection: **[R41,00]** R45,00 per half hour or part thereof (except extraordinary expenses necessarily incurred);

(ii) A further fee of **[R27,00]** R29,50 shall be paid after execution for every person over and above the person named or referred to in the process of ejection, in fact ejected from separate premises: Provided that where service on any person other than the judgment debtor, respondent or garnishee is necessary in order to complete the execution, the fee laid down in item 1B(a) may be charged in respect of each such service.

(d) for the execution of any writ against immovable property—

(i) for execution, including service of notice of attachment upon the owner of the immovable property and upon the registrar of deeds or other office charged with the registration of such property, and if the property is in occupation of some other person other than the owner, also upon such occupier: **[R227,00]** R247,50;

(ii) for notice of attachment to a single lessee or occupier: **[R21,00]** R22,50;

(iii) identical notices where there are several lessees, occupiers or owners, for each after the first: **[R7,50]** R8,50;

(iv) for making valuation report for purposes of sale, per half hour or part thereof: **[R57,50]** R60,00;

(v) when a sheriff has been authorised to sell property and the property is not sold by reason of the fact that the attachment is withdrawn or stayed, all the necessary notice for the withdrawal or stay of the attachment: **[R227,00]** R247,50; Upliftment of judicial attachment on immovable property: **[R227,00]** R247,50;

(vi) for ascertaining and recording what bonds or other encumbrances are registered against the property, together with the names and addresses of the persons in whose favour such bonds and encumbrances are so registered including any correspondence in connection therewith (in addition to reasonable expenses necessarily incurred): **[R114,00]** R124,50;

(vii) for notifying the execution creditor of such bonds or other encumbrances and of the names and addresses of the persons in whose favour such bonds or other encumbrances are registered: **[R19,00]** R21,00;

(viii) for consideration of proof that a preferent creditor has complied with the requirements of rule 43(5)(a): **[R12,00]** R13,50;

(ix) for notice referred to in rule 43(6): **[R21,00]** R22,50;

(x) for considering of notice of sale prepared by the execution creditor in consultation with the sheriff; and

for verifying that notice of sale has been published in the newspapers indicated and in the *Gazette*, inclusive fee for such consideration and verification: **[R114,00]** R124,50;

- (xi) for forwarding a copy of the notice of sale to every judgment creditor who had caused the immovable property to be attached and to every mortgagee thereof whose address is known, for each copy: **[R21,00]** R22,50;
- (xii) for affixing a copy of the notice of sale to the notice board of the magistrates' court referred to in rule 43(7)(e) and at or as near as may be to the place where the sale is actually to take place, an inclusive fee of **[R49,00]** R53,50 and travelling costs referred to in item 4(a);
- (xiii) for considering the conditions of sale prepared by execution creditor; for considering further or amended conditions of sale submitted by interested party; settling of conditions of sale: **[R114,00]** R124,50 for each attendance;
- (xiv) for all necessary attendances prescribed by any law related to auctions, in particular the Consumer Protection Act, 2008 (Act No. 68 of 2008): **[R343,00]** R374,00;
- (xv) for the conducting of an auction, save that this fee may not be charged if commission is claimed in terms of items 2(d)(xvi) and (xvii): **[R227,00]** R247,50;
- (xvi) On the sale of immovable property by the sheriff as auctioneer, 6 per cent on the first R100 000,00, 3.5 per cent on R100 001,00 to R400 000,00 and 1.5 per cent on the balance of the proceeds of the sale, subject to a maximum commission of R40 000,00, in total, and a minimum of R3 000,00 (inclusive in all instances of the sheriff's bank charges and other expenses incurred in paying the proceeds into his or her trust account), which commission shall be paid by the purchaser;
- (xvii) If an auctioneer is employed as provided in rule 43(10), 3 per cent on the first R100 000,00, 2 per cent on R100 001,00 to R400 000,00 and 1 per cent on the balance thereof, subject to a maximum commission of R22 850,00 in total, and a minimum of R3 000,00 (inclusive in all instances of the sheriff's bank charges and other expenses incurred in paying the proceeds into his or her trust account), which commission shall be paid by the purchaser;
- (xviii) for written notice to the purchaser who has failed to comply with the conditions of sale: **[R57,50]** R62,00;
- (xix) for any report referred to in rule 43(11): **[R57,50]** R62,00;
- (xx) for informing judgment debtor of the cancellation referred to in rule 43(11)(a)(iii): **[R21,00]** R22,50;
- (xxi) for giving notice referred to in rule 43(11)(c): **[R21,00]** R22,50;
- (xxii) for giving transfer to the purchaser: **[R27,00]** R29,50;
- (xxiii) for receipt of certificate referred to in rule 43(14)(a): **[R21,00]** R22,50;
- (xxiv) for preparing a plan of distribution of the proceeds (including necessary copies) and for forwarding a copy to the registrar: **[R114,00]** R124,50;
- (xxv) for giving notice to all parties who have lodged writs and to the execution debtor that the plan of distribution will lie for inspection, for every notice: **[R21,00]** R22,50;
- (xxvi) for the report referred to in rule 43A(9)(d): **[R57,50]** R62,00;

3. Compilation of any return in terms of rule 8, in duplicate: **[R19,50]** R22,00.

4. (a) The Sheriff shall, in addition to the fees mentioned in items 1B(a), 1B(b), 2(a) and 2(b), but subject to item 4(b) and (c), be allowed a travelling allowance of **[R6,00]** R7,50 per kilometre, or part thereof, for the shortest possible forward and return journey from the office of the Sheriff to the place of service or execution and back.

(b) The travelling allowance mentioned in items 4(a), 5(a) and 5(c)(i) shall be calculated on the distance reckoned from the office of the sheriff if—

(i) the sheriff's office is situated within the area of jurisdiction allocated to the sheriff by the Minister; and

(ii) the distance from the sheriff's office is less than the distance reckoned from the court-house closest to the address for service.

(c) If the requirement in item 4(b) is not met, then the travelling allowance mentioned in items 4(a), 5(a) and 5(c)(i) shall be calculated on the distance reckoned from the court-house closest to the address for service.

5. (a) In respect of the discharge of any official duty other than those mentioned in items 1 and 2, but subject to item 4(b) and (c), a travelling allowance of ~~[R6,00]~~ R7,50 per kilometre for every kilometre, or part thereof, shall be payable to the sheriff for going and returning.

(b) A travelling allowance shall include all the expenses incurred in travelling, including train fares.

(c) A travelling allowance shall be calculated in respect of each separate service, except that—

(i) where more services than one can be done on the same journey, the distance from the sheriff's office to the first place of service may be taken into account only once, and shall be apportioned equally to the respective services, and the distance from the first place of service to the remaining places of service shall similarly be apportioned equally to the remaining services; and

(ii) where service of the same process has to be effected by a sheriff on more than one person at the same service address, only one charge for travelling shall be allowed.

(d) When it is necessary for the sheriff to convey any person under arrest, an allowance of ~~[R6,00]~~ R7,50 per kilometre in respect of that portion of his or her journey on which he or she was necessarily accompanied by such person shall be allowed.

6. (a) Making an inventory, including the making of all necessary copies and time spent on stock-taking: ~~[R41,00]~~ R45,00 per half hour or part thereof.

(b) For assistance, if necessary, with the making of an inventory, ~~[R41,00]~~ R45,00 per half hour or part thereof.

7. The perusing, drawing up and completing of a bail bond, deed of suretyship or indemnity bond: ~~[R12,00]~~ R13,50.

8. Charge or custody of property (money excluded):

(a) (i) For each officer necessarily left in possession, a reasonable inclusive amount not exceeding ~~[R142,00]~~ R155,00 per day.

(ii) Travelling allowances, to include board in every case.

(b) If livestock is attached, only the necessary expenses of herding and preserving the stock shall be allowed.

(c) If the goods are removed and stored, only the cost of removal and storage shall be allowed.

9. (a) '**possession**' shall mean actual physical possession by a person employed and paid by the sheriff, whose sole work for the time being is to remain on the premises where the goods have been attached, and who, in fact, remains in possession for the period for which possession is charged.

(b) '**cost of removal**' shall mean the amount actually and necessarily disbursed for removal or attempted removal if the goods were removed by a third party or an attempt was made to remove them, if they were removed by the sheriff him or herself, such amount as would fairly be allowable in the ordinary course of business if the goods were removed by a third party, or an attempt was made to so remove them.

(c) '**cost of storage**' shall mean the amount actually and necessarily paid for storage if the goods were stored with a third person or, if the sheriff provided the storage, such amount as would fairly be allowable in the ordinary course of business if the goods were stored with a third person.

10. (a) (i) Where a garnishee order is paid in full or in part, to the sheriff, 9 per cent on the amount paid with a minimum fee of ~~[R76,50]~~ R83,50 and a maximum of ~~[R752,50]~~ R820,50;
- (ii) For the execution of any warrant against movable property—
- (aa) when a warrant is paid in full or in part on presentation to the sheriff, 9 per cent on the amount so paid with a minimum fee of ~~[R76,50]~~ R83,50 and a maximum of ~~[R752,50]~~ R820,50;
- (bb) when a warrant is paid in full or in part to the sheriff after attachment but before sale, 9 per cent on the amount so paid with a minimum fee of ~~[R76,50]~~ R83,50 and a maximum of ~~[R752,50]~~ R820,50; or
- (cc) when moneys are taken in execution, 9 per cent of the amount so taken, but subject to a maximum of ~~[R752,50]~~ R820,50;
- (b) Notice of attachment to defendant and to each person to be notified: ~~[R12,00]~~ R13,50;
11. (a) Where property is released from attachment in terms of rule 41(18)(a), or the warrant of execution is withdrawn or stayed, or the judgment debtor's estate is sequestrated after the attachment, but before the sale, 2,3 per cent of the value of the goods attached, subject to a maximum of ~~[R227,00]~~ R247,50: Provided that if a sale subsequently takes place in consequence of the said attachment, the amount so paid shall be deducted from the commission payable under item 12.
- (b) Commission referred to in item 11(a) shall not be chargeable against a judgment debtor on the value of movable property attached and subsequently released pursuant to a claim by a third party, unless notwithstanding a claim by a third party, the removal of such property is done at the express direction of the judgment creditor, in writing, in which event the judgment creditor shall be liable to the sheriff for commission at a rate of 2.3% of the value of the goods and costs.
12. Where the warrant of execution against movables is completed by sale, 9 per cent for the first R15 000,00 or part thereof, and thereafter 6 per cent, with a maximum of ~~[R10018,50]~~ R10 923,50;
13. For the insurance of attached property, if deemed necessary, and on written instructions of the judgment creditor to the sheriff, in addition to the premium to be paid, an all-inclusive amount of ~~[R41,00]~~ R45,00.
14. ...
15. When immovable property has been attached in execution and the attachment lapses, as referred to in section 66(4) of the Act: ~~[R69,00]~~ R75,50;
16. ...
17. In addition to the fees allowed by items 10 to 13, both inclusive, there shall be allowed—
- (a) the sum actually and reasonably paid by the sheriff or the auctioneer for printing, advertising and giving publicity to any sale or intended sale in execution.
18. Where the sheriff is in possession under more than one warrant of execution, he or she may charge fees for only one possession, and such possession shall, as far as possible, be apportioned equally to the several warrants issued during the same period: Provided that

each execution creditor shall be jointly and severally liable for such possession to an amount not exceeding what would have been due under his or her execution if it had stood alone.

19. Fees payable on the value of goods attached or on the proceeds of the sale of goods in execution shall not be chargeable on such value or proceeds so far as they are in excess of the amount of the warrant.

20. The fees and expenses of the sheriff in execution of a garnishee order shall be added to the amount to be recovered under the order, and shall be chargeable against the judgment debtor.

21. If it is necessary for the sheriff to return a document received by him or her for service or execution to the mandator because—

(a) the address of service which appears on the process does not fall within his or her jurisdiction; or

(b) the mandator requested, before an attempted service or execution of the process, that it be returned to him or her,

an amount of **[R12,00]** R13,50 shall be payable.

22. For the conveyance of any person arrested by the sheriff or committed to his or her custody from the place of custody to the court on a day subsequent to the day of arrest: **[R41,00]** R45,00 per journey and **[R77,00]** R84,00 per hour, or part thereof, for attending at court.

23. For the examination of an indicated newspaper in which the notice of sale has been published, as referred to in rule 41(19)(c): **[R12,00]** R13,50.

24. ...

25. For affixing a copy of the notice of sale on the notice board or door of the court-house or other public building and at or as near as may be to the place where the said sale is actually to take place referred to in rule 41(19)(b): **[R28,00]** R30,50 and travelling costs, referred to in item 5(a).

26. For interpleaders referred to in Magistrates' Courts Rule 44.....**[R209,00]** R228,00.

27. In addition to the fees prescribed in this Table, the sheriff shall be entitled to the amount actually disbursed for postage and telephone calls.

28. For the writing of each necessary letter, facsimile or electronic mail, excluding formal letters accompanying process or returns: **[R21,00]** R22,50;

29. Each necessary attendance by telephone: **[R20,00]** R21,50;

30. Sending and receiving of each necessary facsimile or electronic mail per page (in addition to telephone charges): **[R7,50]** R8,50.

31. ...

32. For the making of all necessary copies of documents: **[R5,50]** R6,50, per A4 size page

33. (a) A request to tax an account of a sheriff shall be made in writing within 20 days after the date on which the account of which the fees are disputed, has been rendered.
(b) For the drawing up of the bill for taxation and attendance of the taxation by the sheriff: ~~[R77,00]~~ R84,00;
34. Bank charges: Actual costs incurred relating to bank charges **[and cheque forms]**.
35. (a) Drafting of notice to the judgment debtor in terms of section 65A(8)(b) of the Act: ~~[R21,00]~~ R22,50;
(b) Service of the notice referred to in paragraph (a): Tariff as prescribed in item 1B(a).
(c) Attempted service of the notice referred to in paragraph (a): Tariff as prescribed in item 1B(b).
(d) The tariff, as prescribed in item 4, shall apply to paragraphs (b) and (c).
36. (a) For the arrest or attempted arrest of a judgment debtor in terms of section 65A(6) of the Act:
(i) The tariff as prescribed in item 2(a) or item 2(b), as the case may be.
(ii) The tariff, as prescribed in item 4, shall apply to this item.
(b) For the handing over of the judgment debtor to the South African Police Service, prisoners' friend or clerk of the court or other lawful place of detention:
(i) The tariff, as prescribed in item 2(a).
(ii) Travelling costs from place of arrest to place of handing over to the relevant authority, referred to in paragraph (b), per kilometre or part thereof: ~~[R6,00]~~ R7,50.
(iii) Waiting time in regard to handing over the judgment debtor to the relevant authority, referred to in paragraph (b): ~~[R41,00]~~ R45,00, per half hour or part thereof, with a maximum of ~~[R151,00]~~ R164,50."

Commencement

5. These Rules come into operation on **19 June 2023**.

ANNEXURE

"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 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 51*bis* 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 51*bis*, 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

LIST OF DOCUMENTS OR THINGS TO BE PRODUCED

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

{See back.}

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

DEPARTEMENT VAN JUSTISIE EN STAATKUNDIGE ONTWIKKELING

NO. R. 3399

12 Mei 2023

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

WYSIGING VAN DIE REËLS WAARBY DIE VOER VAN DIE 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), 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 vetdruk in vierkantige hakies dui op weglatings uit bestaande reëls.

_____ Woorde of uitdrukkings met 'n volstreep daaronder dui op invoegings in bestaande reëls.

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 Goewermenskennisgewing No. R. 740 van 23 Augustus 2010, soos gewysig deur Goewermenskennisgewing 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, R. 1156 van 30 Oktober 2020, R. 1604 van 17 Desember 2021, R. 2134 van 3 Junie 2022, R. 2298 van 22 Julie 2022, R. 2414 van 26 Augustus 2022 en R. 2434 van 2 September 2022.

Wysiging van reël 64 van die Reëls

2. Reël 64 van die Reëls word hierby gewysig—

(a) Deur subreël (2) deur die volgende subreël Te vervang:

~~"(2) Die dagvaarding vir 'n getuie moet besorg word aan die ballu, 'n lid van die polisie diens of ander persoon wat gemagtig is om dagvaardings te beteken ingevolge artikel 15(2), (3) of (4) van die Wet, na gelang van die geval."~~

(b) deur subreël (3) deur die volgende subreël te vervang:

~~"(3) Die dagvaarding word aan die getuie beteken—"~~

(a) persoonlik;

(b) by sy of haar woon-, besigheids- of werksplek deur dit af te lewer aan 'n persoon wat klaarblyklik nie jonger as 16 jaar is nie en wat klaarblyklik by daardie woonplek bly of by daardie besigheids- of werksplek werk;

(c) aan sy of haar elektroniese posadres; of

(d) na sy of haar selfoon.”;

- (c) deur subreël (4) deur die volgende subreël te vervang:

“(4) Indien die persoon aan wie 'n dagvaarding beteken moet word, sy of haar woon- of besigheidsplek toe hou en sodoende verhoed dat die dagvaarding beteken word, is dit voldoende betekening om [’n afskrif daarvan] die dagvaarding aan die buitenste of hoofdeur van sodanige woon- of besigheidsplek aan te bring.”;

- (d) deur subreël (5) te skrap;

- (e) deur subreël (6) deur die volgende subreël te vervang:

“(6)(a) Die persoon wat 'n dagvaarding beteken, moet 'n relaas van betekening maak waarin die wyse waarop die dagvaarding beteken is, gespesifiseer word, en moet die relaas van betekening in die saakdossier of by die griffier of klerk van die hof uit wie se kantoor dit uitgereik is, liasseer.

(b) Indien die dagvaarding ingevolge subreël (3)(a) of (b), of subreël (4) beteken is, moet die relaas van betekening die besonderhede en die omstandighede bevat waaronder die betekening gedoen is.

(c) Indien die dagvaarding by 'n elektroniese posadres beteken is, moet die afleweringkennisgewing by die relaas van betekening aangeheg word.

(d) Indien die dagvaarding beteken is deur dit na 'n getuie se selfoon te stuur, moet 'n skermgreep van sodanige kommunikasie by die relaas van betekening aangeheg word.”; en

- (f) deur die volgende subreëls na subreël (6) in te voeg:

“(7) Die dagvaarding moet die volgende inligting bevat:

(a) Die unieke verwysingsnommer deur die hof toegeken en die saaknommer;

(b) die datum en tyd van verskyning, die fisiese adres van die hof en die hofsaalnommer waarin die getuie gaan moet getuig;

(c) die bepalings van artikel 158 van die Strafproseswet, 1977;

(d) die kontakbesonderhede van die persoon met wie reëlings vir oudiovisuele getuienislewering getref moet word, indien dit 'n gepaste opsie vir die getuie sal wees;

(e) die naam en kontakbesonderhede van die aanklaer; en

(f) die gevolge van nienakoming van die dagvaarding.

(8)(a) In die geval van 'n oudio-visuele verhoor, moet die skakel vir die oudiovisuele getuie aan die getuie gestuur word.

(b) Indien die getuie versuim om die verhoor via die skakel vir die oudio-visuele verhoor by te woon, moet bewys dat die skakel aan die getuie gestuur is, en enige reaksie op die boodskap wat die skakel bevat, aan die hof voorgelê word.”.

Wysigings van Aangangsel 1 by die Reëls

3. Aangangsel 1 by die Reëls word hierby gewysig deur Vorm 24 (**Vir gebruik in die Streekhof*).

Wysiging van Aangangsel 2 tot die Reëls

4. Aangangsel 2 tot die reëls word hierby gewysig—

(a) deur Tabela A en B, onderskeidelik, deur die volgende Tabela te vervang:

**TABEL A
KOSTE
DEEL I
ALGEMENE BEPALINGS**

(1) Wanneer die bedrag in geskil minder as of gelyk aan R50 000 is, word koste op Tarief B getakseer, wanneer die bedrag in geskil meer as R50 000 is, maar minder as of gelyk is aan die maksimum jurisdiksiebedrag van tyd tot tyd deur die Minister ten opsigte van landdroshowe vir distrikte vasgestel, word koste op Tarief C getakseer; wanneer die bedrag in geskil die maksimum jurisdiksiebedrag aldus deur die Minister bepaal ten opsigte van landdroshowe vir distrikte oorskry en die prosesstuk word uit 'n landdroshof vir 'n streeksafdeling uitgereik of wanneer die aangeleentheid handel oor 'n skuldoorsaak ingevolge artikel 29(1B)(a) van die Wet, word die koste op Tarief D getakseer.

(2) (a) Vir die doeleindes van berekening van koste, beteken die uitdrukking 'bedrag in geskil', waar koste aan die eiser toegeken word, die bedrag of waarde van die vonnis en 'bedrag of waarde van die vonnis' beteken, waar meer as een eis in die aksie betrokke is, die totaal van die bedrae in die vonnis betrokke. Waar koste aan die verweerder toegestaan word, beteken die uitdrukking 'bedrag in geskil', waar meer as een eis in die aksie betrokke is, die totaal van die bedrae van al die eise. Die bedrag of waarde van die vonnis of eis sluit rente in maar sluit koste uit. Indien 'n aangeleentheid te eniger tyd geskil word, word koste getakseer op die tarief in die skikking voorgeskryf.

(b) Waar die bedrag in geskil nie uit verrigtinge ooglopend is nie en—

- (i) die aangeleentheid word in die landdroshof vir 'n distrik ingestel, word die koste op Tarief C bereken; of
- (ii) die aangeleentheid word in die streekhof vir 'n streeksafdeling ingestel, word die koste op Tarief D bereken,

tensy die hof anders gelas.

3. Koste takseerbaar ingevolge reël 33(19) word geag kragtens 'n vonnis vir die bedrag aangebied of 'n vonnis ingevolge die skikking, na gelang van die geval, toegestaan te wees.

4. Eise vir uitsetting word bereken teen twee maande huur van die perseel.

5. Die koers waarteen koste bereken word, word nie verhoog weens enige eis vir bevestiging van enige interdik of tussentydse bevel nie.

6. Gelde vir advokate word by taksasie toegeken slegs in gevalle wat onder tarief B, C of D val of waar die hof 'n bevel ingevolge reël 33(8) gegee het.

7. Waar die bedrag wat vir 'n item toegelaat word gespesifiseer is, sluit die bedrag alle nodige bywonings en betekenings (behalwe betekenings deur die balju vir die Landdroshof) in verband daarmee in, behalwe dat 'n heffing van **[R33,00]** R36.50 per dokument toegelaat sal word vir die indiening van dokumente by die hof.

8. Waar die bedrag vir 'n item toegelaat oningevul gelaat word—

(a) word die opstel van dokumente (nie pleitstukke nie) toegelaat teen **[R33,00]** R36.50 vir elke folio;

(b) afskrifte vir liassing, betekening en 'n prokureur se afskrif om te hou word ook toegelaat;

(c) **[R33,00]** R36,50 word toegelaat vir elke nodige betekening;

(d) **[R33,00]** R36,50 per dokument word toegelaat vir die nodige indiening van dokumente by die hof.

9. (a) Waar enige dokument vir die hof blyk onnodig omslagtig te wees, kan die hof die geheel of enige deel van die gelde daarvoor weier.

(b) Waar gedrukte vorms van dokumente waarvan afskrifte gemaak moet word, beskikbaar is, word die gelde vir afskrifte beperk tot die nodige besonderhede in daardie gedrukte vorms ingevoeg.

10. (a) 'n Folio bestaan uit 100 skriftelike of gedrukte woorde of syfers of deel daarvan.

(b) Vier syfers word as een woord gereken.

11. (a) Tensy anders bepaal, word 'n heffing vir sorgvuldige deurlesing toegelaat teen **[R12,50]** R14,00 per folio ten opsigte van enige dokument of pleitstuk wat noodsaaklikerwys sorgvuldig deurgelees is.

(b) Vir die nodige afskrifte, met inbegrip van fotostate, van enige dokument of stukke waarvoor nie reeds in hierdie tarief voorsiening gemaak word nie, per A4-grootte folio **[R5,00]** R6,00.

12. Waar daar meer as een verweerder is, word **[R21,00]** R22,50 bygevoeg ten opsigte van elke bykomende verweerder vir elk van items 2 en 3 van Deel I en items 2 en 7 van Deel III.

13. Waar die vonnisskuld ingevolge die vonnis of 'n ooreenkoms in paaiement betaalbaar is, word 10% op elke paaiement ingevorder ter delging van die kapitaal, koste en rente, toegeken, behoudens 'n maksimum van **[R499,00]** R542,50 op elke paaiement. Geen bykomende geld word gehef vir enige bywoning in verband met die ontvangs of betaling van enige paaiement nie.

14. Die klerk of griffier van die hof keur by taksasie enige heffing wat onnodig aangegaan is, af.

15. Waar die gelde kragtens enige item op grond van tyd bereken word, word die totale tyd op enige een dag spandeer bereken en die gelde vir daardie dag word op daardie totaal bereken.

16. Enige bedrag noodsaaklikerwys en werklik in die opspoor van die skuldenaar uitgegee, word benewens die gelde in hierdie tarief uiteengesit, toegeken.

17. Item 10A en 14A van Deel III in die tarief tot Tabel A is ook van toepassing op Deel IV van die tarief by Tabel A.

18. Gelde aan advokate bedoel in artikel 34(2)(a)(i) van die Wet op Regspraktyk, 2014 (Wet No. 28 van 2014), word by taksasie slegs toegelaat vir items 21 tot 26 van Deel IV.

DEEL II ONVERDEDIGDE AKSIES

	R
Item 1 - Geregistreeerde aanskrywe ingevolge artikel 56 van die Wet	
(a) Eis of eise waar die totaal van die eis of eise nie die maksimum jurisdiksiebedrag van tyd tot tyd ten opsigte van landdroshowe vir distrikte deur die Minister vasgestel, oorskry nie.	[R49,00] <u>R52,50</u>
(b) Eis of eise waar die totaal van die eis of eise die maksimum jurisdiksiebedrag van tyd tot tyd ten opsigte van landdroshowe vir distrikte deur die Minister vasgestel, oorskry en die prosesstuk is uit 'n landdroshof vir 'n streeksafdeling uitgereik	[R67,00] <u>R72,50</u>
Item 2 - Dagvaarding, (eenvoudig of gekombineer) met inbegrip van 'n	R846,00

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aanskrywing buiten die aanskrywing in item 1 bedoel, waar die totale bedrag van die eis of eise nie R10 000,00 oorskry nie:	
(a)	
(b)	
(c)	
(d)	
Item 2A - Eenvoudige dagvaarding, met inbegrip van 'n aanskrywing anders as die aanskrywing in item 1 bedoel:	
(a) Eis of eise waar die totale bedrag van die eise nie R10 000,00 oorskry maar nie R50 000,00 nie	R1227,50
(b) Eis of eise waar die totaal van die eis of eise R50 000 oorskry, maar nie die maksimum jurisdiksiebedrag oorskry wat die Minister van tyd tot tyd vasstel ten opsigte van landdroshoue vir distrikte nie	R1475,00
(c) Eis of eise waar die totaal van die eis of eise die maksimum jurisdiksiebedrag oorskry wat die Minister van tyd tot tyd vasstel ten opsigte van landdroshoue vir distrikte en die prosesstuk word uit 'n landdroshof vir 'n streeksafdeling uitgereik of wanneer die aangeleentheid oor 'n skuldoorsaak ingevolge artikel 29(1B)(a) van die Wet handel	R1914,00
Item 2B - Gekombineerde dagvaarding, insluitend 'n aanskrywing anders as die aanskrywing in item 1 bedoel:	
(a) Eis of eise waar die totale bedrag van die eis of eise R10 000,00 oorskry, maar nie R50 000,00 oorskry nie	R1650,50
(b) Eis of eise waar die totaal van die eis of eise R50 000,00 oorskry, maar nie die maksimum jurisdiksiebedrag wat van tyd tot tyd deur die Minister vasgestel word ten opsigte van landdroshoue vir distrikte, oorskry nie	R1981,50
(c) Eis of eise waar die totaal van die eise of eise die maksimum jurisdiksiebedrag van tyd tot tyd deur die Minister vasgestel ten opsigte van landdroshoue vir distrikte en die prosesstuk uit 'n landdroshof vir 'n streekshof uitgereik word wanneer die saak handel oor 'n skuldoorsaak ingevolge artikel 29(1B)(a) van die Wet	R2570,00
Item 3 Vonnis:	
(a) Eis of eise waar die totaal van die eis of eise nie die bedrag in 2 oorskry nie	R165,50 R170,00
(b) Eis of eise waar die totaal van die eis of eise oorskry, maar nie R10 000,00 oorskry, maar nie meer as R50 000,00 is nie	R418,00 R454,00
(c) Eis of eise waar die totaal van die eis of eise R50 000 oorskry, maar nie die maksimum jurisdiksiebedrag van tyd tot tyd ten opsigte van landdroshoue vir distrikte deur die Minister vasgestel, oorskry nie	R682,00 R741,00
(d) Eis of eise waar die totaal van die eis of eise die maksimum jurisdiksiebedrag van tyd tot tyd ten opsigte van landdroshoue vir distrikte deur die Minister vasgestel, oorskry en die prosesstuk word uit 'n landdroshof vir 'n streeksafdeling uitgereik of waar die aangeleentheid handel oor 'n skuldoorsaak ingevolge artikel 29(1B)(a) van die Wet	R886,00 R962,50
Item 4 Kennisgewing ingevolge reël 12(2)	
(a) Eis of eise waar die totaal van die eis of eise nie die maksimum jurisdiksiebedrag van tyd tot tyd ten opsigte van landdroshoue vir	R78,00 R85,00

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distrikte deur die Minister vasgestel, oorskry nie	
(b) Eis of eise waar die totaal van die eis of eise die maksimum jurisdiksiebedrag van tyd tot ten opsigte van landdroshowe vir distrikte deur die Minister vasgestel, oorskry en die prosesstuk word uit 'n landdroshof vir 'n streeksafdeling uitgereik of wanneer die aangeleentheid handel oor 'n skuldoorsaak ingevolge artikel 29(1B)(a) van die Wet	[R101,00] R110,00
Item 5 Kennisgewing ingevolge reël 54(1)	
(a) Eis of eise waar die totaal van die eis of eise nie die maksimum jurisdiksiebedrag van tyd tot tyd ten opsigte van landdroshowe vir distrikte deur die Minister vasgestel, oorskry nie	[R78,00] R85,00
(b) Eis of eise waar die totaal van die eis of eise die maksimum jurisdiksiebedrag van tyd tot tyd ten opsigte van landdroshowe vir distrikte deur die minister vasgestel, oorskry en die prosesstuk word uit 'n landdroshof vir 'n streeksafdeling uitgereik	[R101,00] R110,00
Item 6 – Beëdigde verklaring of sertifikaat	
Item 7 – Bywoning van hof op versoek van die landdros wanneer eis nasos toegelaat die hof verwys word vir vonnis of om voorlopige vonnis te kry wanneer kragtens item 15 op die tarief vir verdedigde aksies.	
Item 8 – Vir elke geregistreerde brief wat ingevolge artikel 57(1) of (3) of artikel 58(2) van die Wet deur die krediteur of sy of haar prokureur, met inbegrip van afskrifte, aan die skuldenaar gestuur word	
(a) Eis of eise waar die totaal van die eis of eise nie die maksimum jurisdiksiebedrag van tyd tot tyd ten opsigte van landdroshowe vir distrikte deur die Minister vasgestel, oorskry nie.	[R51,00] R55,50
(b) Eis of eise waar die totaal van die eis of eise die maksimum jurisdiksiebedrag van tyd tot ten opsigte van landdroshowe vir distrikte deur die minister vasgestel, oorskry en die prosesstuk word uit 'n landdroshof vir 'n streeksafdeling uitgereik	[R68,00] R74,00
Item 9 – Skulderkenning en onderneming om skuld in paaiemente of andersins te betaal (artikel 57 van die Wet)	
(a) Eis of eise waar die totaal van die eis of eise nie die maksimum jurisdiksiebedrag van tyd tot tyd ten opsigte van landdroshowe vir distrikte deur die Minister vasgestel, oorskry nie	[R132,00] R143,50
(b) Eis of eise waar die totaal van die eis of eise die maksimum jurisdiksiebedrag van tyd tot ten opsigte van landdroshowe vir distrikte deur die minister vasgestel, oorskry en die prosesstuk word uit 'n landdroshof vir 'n streeksafdeling uitgereik	[R170,00] R184,50
Item 10 – Instemming tot vonnis of tot vonnis en 'n bevel vir die betaling van vonnisskuld in paaiemente (artikel 58 van die Wet)	
(a) Eis of eise waar die totaal van die eis of eise nie die maksimum jurisdiksiebedrag van tyd tot tyd ten opsigte van landdroshowe vir distrikte deur die Minister vasgestel, oorskry nie	[R132,00] R143,50
(b) Eis of eise waar die totaal van die eis of eise die maksimum jurisdiksiebedrag van tyd tot ten opsigte van landdroshowe vir distrikte deur die Minister vasgestel, oorskry en die prosesstuk word uit 'n landdroshof vir 'n streeksafdeling uitgereik.	[R170,00] R184,50
Let wel: Die bedrag van gelde toelaatbaar kragtens items 4, 5, 6, 7, 8, 9 en 10 word sonder	

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laksasie ingesluit in die bedrag van die koste waarvoor die vonnis ingedien word.

**DEEL III
VERDEDIGDE AKSIES (EN TUSSENPLEITVERRIGTINGE)**

Item	Tarief A R	Tarief B R	Tarief C R	Tarief D R
1 Instruksies om te dagvaar of verdedig of van teeneis of van verdediging van teeneis, bestudering van alle dokumentasie en meriete en alle nodige konsultasies om dagvaarding uit te reik		[R875,00] R950,50	[R1095,00] R1190,00	[R1369,00] R1488,00
2 Dagvaarding		[R460,00] R499,50	[R551,00] R598,50	[R713,00] R774,50
2A Besonderhede van eis of deklarasie		[R460,00] R499,50	[R551,00] R598,50	[R713,00] R774,50
3 Bywoning		[R55,00] R59,50	[R69,00] R75,00	[R89,00] R96,50
4 Kennisgewing kragtens reëls 12(2) en 21B(2)		[R55,00] R59,50	[R69,00] R75,00	[R89,00] R96,50
5 Pleit		[R460,00] R449,50	[R551,00] R616,00	[R713,00] R774,50
6 Eis in rekonvensie		[R460,00] R499,50	[R551,00] R616,00	[R713,00] R774,50
7 Antwoord, indien nodig		[R460,00] R499,00	[R551,00] R616,00	[R713,00] R774,50
8 Opstel van alle dokumente wat nie spesifiek genoem word nie, met inbegrip van versoek vir verdere besonderhede, bylae van dokumente, alle beëdigde verklarings, dagvaardings, enige kennisgewing waarvoor nie andersins voorsiening gemaak is nie en opstel van verklarings deur getuies		-	-	-
9 Produksie van dokumente vir inspeksie, of inspeksie van dokumente, per kwartier of per gedeelte daarvan van die tyd wat spandeer is		[R196,00] R213,00	[R246,00] R267,00	[R318,00] R345,50
10 ...				
10A Paginerig en indeksering van pleitstukke per kwartier of gedeelte daarvan:		[R132,00] R143,50	[R161,00] R175,00	[R208,00] R226,00
11 Die afneem van verklarings deur getuies, per kwartier of gedeelte daarvan		[R196,00] R213,00	[R246,50] R267,00	[R318,00] R345,50

Item	Tarief A R	Tarief B R	Tarief C R	Tarief D R
12 Kennisgewing van verhoor of herinstelling		[R55,00] R59.50	[R69,00] R75.00	[R89,00] R96.50
13 Voorbereiding vir verhoor (indien 'n advokaat nie gebruik word nie)		[R1490,00] R1619.00	[R1788,00] R1943.50	[R2323,00] R2524.00
14 Bywoning by skikkingsonderhandelinge, vir elke kwartier of gedeelte daarvan werklik in sodanige onderhandelinge deurgebring		[R196,00] R213.00	[R246,00] R267.00	[R318,00] R345.50
14A Opstel van betooghoofde per kwartier of gedeelte daarvan:		[R196,00] R213.00	[R246,00] R267.00	[R318,00] R345.50
15 Bywoning van hof tydens verhoor, of by 'n uitstel of ondersoek by kommissie, vir elke kwartier of deel daarvan in die hof deurgebring terwyl die saak werklik aangehoor word-				
(a) indien 'n advokaat nie aangestel is nie		[R196,00] R213.00	[R246,00] R267.00	[R318,00] R345.50
(b) indien 'n advokaat aangestel is		[R78,00] R84.50	[R96,00] R102.00	[R123,00] R134.00
16 Bywoning van voorverhoorkonferensie, vir elke kwartier of deel daarvan wat werklik in daardie konferensie deurgebring is		[R196,00] R213.00	[R246,00] R267.00	[R318,00] R345.50
17 Bywoning van hof om gereserveerde vonnis of gedeelte daarvan aan te hoor		[R40,00] R43.00	[R49,00] R52.50	[R63,00] R68.50
18 Korrespondensie -				
(a) vir elke nodige brief [of telegram,] per folio		[R31,00] R34.00	[R40,00] R43.00	[R50,00] R54.50
(b) vir elke brief [of telegram] ontvang, met dien verstande dat gelde vir bestudering nie toegelaat word saam met die gelde hierin voor voorsiening gemaak nie		[R31,00] R34.00	[R40,00] R43.00	[R50,00] R54.50
19 Bywonings: Vir elke nodige bywoning waarvoor nie andersins voorsiening gemaak is nie, per bywoning		[R31,00] R34.00	[R40,00] R43.00	[R50,00] R54.50
20 Nodige formele telefoonoproepe, per oproep		[R31,00] R34.00	[R40,00] R43.00	[R50,00] R54.50
21 Telefoonkonsultasies: Vir elke 5 minute of deel daarvan, behoudens 'n maksimum tarief per konsultasie van [R190,00] R206.50 vir Tariewe A tot C en [R246,00] R267.00 vir Tarief D		[R55,00] R59.50	[R69,00] R75.00	[R89,00] R96.50
22 Elke nodige konsultasie, per kwartier of gedeelte daarvan		[R196,00] R213.00	[R246,00] R267.00	[R318,00] R345.50
23 Die hof kan, op versoek by die verhoor gedoen, saam met die gelde in item 13 hierbovoorgeskrif, hernuwingsgelde in uitgestelde		[R965,00] R1049.00	[R1157,00] R1257.50	[R1503,00] R1633.00

Item	Tarief A R	Tarief B R	Tarief C R	Tarief D R
of gedeeltelik aangehoorde verhore, toeken				
24 Tyd by die hof gewag (omdat hof nie beskikbaar is nie) per kwartier of deel daarvan		[R132,00] R143.50	[R161,00] R175.00	[R208,00] R226.00
25 Reistyd [onderworpe aan die bepalinge van reël 33(9)] per kwartier of deel daarvan		[R132,00] R143.00	[R161,00] R175.00	[R208,00] R226.00
26 Bestaans- en reisuittgawes soos in reël 33(9) gestel	Die werklike redelike bestaans- en reisuittgawes soos in reël 33(9) gestel			

DEEL IV ANDER AANGELEENTHEDE

Eksepsies, aansoeke om deurahaling, aansoeke om summiere vonnis, verskyning om voorlopige vonnis te verkry wanneer eis verdedig word, tussenaansoeke, arres, interdik, aansoeke kragtens reël 27(9), aansoeke om vonnis, bevel of taksasie te hersien, aansoeke om likwidasie van beslote korporasies en aansoeke ingevolge artikel 65J van die Wet, aansoeke kragtens reël 58 en enige ander aansoeke.

ITEM	Tarief A R	Tarief B R	Tarief C R	Tarief D R
1 (a) Instruksies om aansoek te doen of om te verdedig of om gronde aan te voer (die hof kan op versoek 'n hoër bedrag toelaat)		[R331,00] R360.00	[R394,00] R428.00	[R512,00] R556.50
(b) Instruksies om aansoek te doen om likwidasie van beslote korporasie, bestudering van alle dokumentasie en oorweging van meriete, en alle nodige konsultasies		[R808,00] R878.00	[R969,00] R1053.00	[R1260,00] R1369.00
2 Opstel van alle dokumente, beëdigde-verklarings en kennisgewings, bevele, ens.				
3 Bywoning van hof by verhoor:				
(a) Indien onverdedig of verdedig (indien advokaat nie aangestel is nie), vir elke kwartier of deel daarvan werklik in die hof deurgebring		[R196,00] R213.00	[R246,00] R267.00	[R318,00] R345.50
(b) Indien verdedig (indien advokaat aangestel is), vir elke kwartier werklik in die hof deurgebring of deel daarvan		[R78,00] R85.00	[R96,00] R104.50	[R123,00] R134.00
4 (a) Gelde vir voorbereiding vir batoog wanneer verdedig		[R804,00] R874.00	[R969,00] R1053.00	[R1260,00] R1369.00
(b) Gelde vir voorbereiding vir verhoor waar verrigtinge na verhoor verwys word of mondelinge getuienis		[R804,00] R874.00	[R969,00] R1053.00	[R1260,00] R1369.00

ITEM	Tarief A R	Tarief B R	Tarief C R	Tarief D R
5 Konsultasies en skikkingsonderhandelinge – wanneer verdedig, per kwartier of deel daarvan		[R196,00] R213,00	[R246,00] R267,00	[R318,00] R345,50

ITEM	Tarief R
TAKSASIE VAN KOSTE In verband met 'n kosterekening vir dienste deur 'n prokureur gelewer, het die prokureur die reg om te hef:	
6. Vir opstel van die kosterekening, maak van die nodige afskrifte en bywoning van skikking, 11 persent van die prokureursgelde, hetsy soos in die rekening gehef, indien nie getakseer nie, of soos by taksasie toegestaan	
7. Benewens die gelde kragtens item 6 gehef, indien van taksasie gebruik gemaak word, vir reëling en bywoning van taksasie, en vir verkryging van toestemming vir taksasie, 11 persent op die eerste R10 000,00 of gedeelte daarvan, 6 persent op die volgende R10 000,00 of gedeelte daarvan en 3 persent op die balans van die totale bedrag van die rekening	
8. Bywoning by hersiening van taksasie, vir elke kwartier of deel daarvan in die hof terwyl hersiening werklik aangehoor word	[R196,00] R213,00
9. Kennisgewing van aansoek om hersiening van taksasie en betekening	-
10. Beëdigde verklaring, waar nodig	-

UITWINNING	
11. (a) Uitreiking van 'n uitwinningslasbrief, uitsettingslasbrief, en lasbrief vir lewering van besit	[R132,00] R143,50
(b) Vir elke heruitreiking daarvan	[R55,00] R59,50
12. Insluitend gelde vir werk gedoen in verband met vrystelling van inbeslaggenome onroerende eiendom	[R165,00] R179,00
13. Insluitend gelde vir werk gedoen in verband met uitwinningsverkoop van slegs onroerende goed (uitsluitend werk ten opsigte waarvan gelde reeds elders voor voorsiening gemaak word en die opstel van die verkoopsvoorwaardes)	[R418,00] R454,50
14. (a) Opstel van verkopingskennisgewing ingevolge reël 41(8) of reël 43(7)(b)(i), of verkoopsvoorwaardes ingevolge reël 43(8)(a)(i)	
(b) Vir alle ander werk gedoen en papiere en dokumente aan die balju van die landdroshof voorsien in verband met 'n uitwinningsverkoop van roerende goed, 'n allesinsluitende bedrag van	[R285,00] R310,00
15. Sekerheidstelling vir herstel, waar nodig	[R109,50] R119,00

WAAR 'N ADVOKAAT AANGESTEL IS	
16. Instruksies vir eksepsie of aansoek, waar toegelaat	
(a) Eis of eise waar die totaal van die eis of eise nie die maksimum jurisdiksiebedrag van tyd tot tyd ten opsigte van landdroshowe vir distrikte deur die Minister vasgestel, oorskry nie	[R196,00] R213,00
(b) Eis of eise waar die totaal van die eis of eise die maksimum jurisdiksiebedrag van tyd tot tyd ten opsigte van landdroshowe vir distrikte deur die Minister vasgestel, oorskry en die prosesstuk word uit 'n landdroshof vir 'n streeksafdeling uitgereik	[R255,00] R277,50
17. Instruksies vir verhoor	
(a) Eis of eise waar die totaal van die eis of eise nie die maksimum jurisdiksiebedrag van tyd tot tyd ten opsigte van landdroshowe vir distrikte deur die Minister vasgestel, oorskry nie	[R251,00] R273,00
(b) Eis of eise waar die totaal van die eis of eise die maksimum jurisdiksiebedrag van tyd tot tyd ten opsigte van landdroshowe vir distrikte deur die Minister vasgestel, oorskry en die prosesstuk word uit 'n landdroshof vir 'n streeksafdeling uitgereik	[R315,00] R343,00
18. Opstel van opdrag by eksepsie of aansoek, waar toegelaat	
19. Opstel van opdrag vir verhoor	
20. Bywoning van nodige konsultasie met advokaat, per kwartier of deel daarvan	
(a) Eis of eise waar die totaal van die eis of eise nie die maksimum jurisdiksiebedrag van tyd tot tyd ten opsigte van landdroshowe vir distrikte deur die Minister vasgestel, oorskry nie	[R82,00] R89,00
(b) Eis of eise waar die totaal van die eis of eise die maksimum jurisdiksiebedrag van tyd tot tyd ten opsigte van landdroshowe vir distrikte deur die Minister vasgestel, oorskry en die prosesstuk word uit 'n landdroshof vir 'n streeksafdeling uitgereik	[R103,00] R112,00

GELDE VIR ADVOKATE	
21. Met opdrag om eksepsie of aansoek te betoog	[R964,00] R1048,00
Let wel:	
22. Met verhooropdrag vir die eerste dag, hoogstens	[R2736,00] R2973,50
23. In enige hof meer as 30 km van die naaste dorp waar 'n provinsiale of plaaslike afdeling (behalwe 'n rondgaande hof) van die Hooggeregshof gesetel is, gehou, 'n reistoelae (benewens die opdraggeld) wat by spesiale bevel deur die hof toegelaat kan word, teen	[R6,50] R7,50 per km
24. Elke nodige konsultasie, per kwartier	[R196,00] R213,00
25. Vir elke dag meer as een waarop getuienis aangehoor of betooghoofde aangehoor word, 'n verfrisser van hoogstens	[R1644,00] R1786,50
26. Opstel van pleitstukke	[R441,00] R479,00

GELDE VIR ADVOKATE	

<i>Notas:</i>
(a) Omtrent items 22 en 25, 'n bedrag in plek van die bedrag vir die eerste dag se verhoor, word soos volg toegelaat wanneer die saak op of voor die verhoordatum deur enige party geskik of teruggetrek word:
(i) hoogstens twee dae voor die verhoordatum: Die gelde andersins toelaatbaar by laksasie vir die eerste dag se verhoor;
(ii) minstens drie dae en hoogstens sewe dae voor die verhoordatum: Twee derdes van die gelde kragtens (i); en
(iii) minstens agt dae en hoogstens 21 dae voor die verhoordatum: Helfte van die geld kragtens (i).
(b) Die hof kan op versoek hoër gelde vir 'n advokaat ten opsigte van items 22, 24, 25 en 26 toeken.
(c) 'n Bedrag vir reistyd deur advokaat word toegelaat teen dieselfde tarief as vir prokureurs kragtens reël 33(9).

DIVERSE	
27. Verkry gesertifiseerde afskrif van vonnis	[R99,00] R107,50
28. Verkry betaling ingevoige reël 18(4)	[R69,00] R75,00
29. Versoek vir sekerheidstelling ingevolge reël 62(1)	-
30. Voorsien sekerheidstelling ingevolge reël 62(1)	-

**TABEL B
KOSTE
DEEL I**

**ALGEMENE BEPALINGS TEN OPSIGTE VAN VERRIGTINGE INGEVOLGE ARTIKELS
65 EN 65a TOT 65M VAN DIE WET**

1. Behoudens die bepalings van paragraaf 3, word geen gelde behalwe dié in die Tarief by hierdie Deel toegelaat nie.
2. Behoudens die bepalings van artikel 65K van die Wet, is die gelde uiteengesit in items (a), (b) of (c) van die Tarief by hierdie Deel, na gelang van die geval, betaalbaar vir die opstel van die kennisgewing in artikel 65A(1) bedoel, met inbegrip van verskyning by die ondersoek na die vonnisskuldenaar se finansiële posisie in artikel 65D bedoel, of enige verskyning by daaropvolgende opskortings-, wysigings- of opheffingsverrigtinge, en kan, met uitsondering van die gelde kragtens item (m) van die tarief toegelaat, slegs een keer gehef word vir die opstel, uitreiking en alle heruitreikings van die kennisgewing en alle uitstelle van die ondersoek, ongeag die getal dae waarop die verrigtinge in die hof aangehoor word. Met dien verstande dat waar die skuldenaar die regsgebied van die hof verlaat nadat die kennisgewing in artikel 65A(1) bedoel, uitgereik is en die kennisgewing in

enige ander distrik heruitgereik word, kan die voormelde gelde ook in die ander distrik gehef word indien die hof dit gelas.

3. Die volgende word toegelaat benewens die gelde in die Tarief tot hierdie Deel uiteengesit:

(a) Alle nodige uitbetalings in verband met die verrigtinge aangegaan.

(b) 'n Bedrag van 10% op elke paalement ter delging van die kapitaal en koste van die aksie, onderworpe aan 'n maksimum bedrag van ~~[R499,00]~~ R543,00 op elke paalement. Waar die bedrag in paalemente betaalbaar is, is die insamelingsgelde slegs verhaalbaar by betaling van elke paalement. Sodanige gelde is ter vervanging van en nie bykomstig tot die insamelingsgelde in paragraaf 13 van Deel 1 van Tabel A voorgeskryf nie.

(c) Alle nodige uitbetalings gedoen in verband met enige vorige vrugtelose verrigtinge kragtens artikel 72, as die hof aldus beveel het.

(d) Enige bedrag noodsaaklikerwys en werklik uitbetaal in die opspoor van die vonnisskuldenaar, waar die kapitaalbedrag van die skuld nie minder was nie as ~~[R546,00]~~ R593,50 toe die opsporigsagent in diens geneem is. Die totale bedrag wat werk elke opsporing toegeken word mag nie meer as ~~[R417,00]~~ R453,50 wees nie.

4. Vir die doeleindes van die Tarief tot hierdie Deel, is die bedrag van die eis, behoudens die bepalinge van paragraaf 3(d), die totaal van die kapitaalbedrag en koste uitstaande op die datum van die eerste instelling van verrigtinge kragtens artikel 65A(1) van die Wet.

5. Items 1 tot 5 van Deel IV van Tabel A van Aanhangel 2 is van toepassing ingevolge artikel 65J van die Wet.

TARIEF	R
(a) Waar die eis nie meer as die bedrag van R1 000,00 is nie	[R276,00] R299,50
(b) Waar die eis meer is as R1 000,00, maar nie meer as R2 000,00 is nie	[R417,00] R453,50
(c) Waar die eis meer as R2 000,00 is	[R492,00] R535,00
(d) Lasbrief vir arres (Vorm 40A)	[R109,00] R118,50
(e) (i) Besoldigingsbeslagbevel (Vorm 38)	[R218,00] R237,00
(ii) Heruitreiking (Sertifikate ingesluit)	[R175,00] R190,50
(f) Aansoek om koste by kennisgewing (met inbegrip van verskyning voor hof)	[R109,00] R118,50
(g) Verkryging van gesertifiseerde afskrif van 'n vonnis	[R109,00] R118,50
(h) Beëdigde verklaring of sertifikaat deur die vonnisskuldeiser of sy of haar prokureur	[R77,00] R84,00
(i) Vir elke geregistreerde brief aangestuur aan die skuldenaar ingevolge artikels 65A(2), 65E(6) of 65J(2) van die Wet deur die krediteur of sy of haar prokureur	[R50,00] R54,00
(j) Beëdigde verklaring of bevestiging deur skuldenaar Reël 45(7)	[R131,00] R142,00
(k) Versoek om 'n bevel kragtens artikel 65 van die Wet	[R77,00] R84,00
(l) Bywoning van uitgestelde verrigtinge ingevolge artikel 65E(3) van die Wet of	[R109,00]

bywoning van verrigtinge by die of in navolging van die inhegtenisneming van 'n vonnisskuldenaar, direkteur of beampte in navolging van 'n kennisgewing in 65A(8)(b) bedoel	R118,50
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(m) Dagvaarding:	
(i) Opstel van dagvaarding, per folio	[R31,00] R34,00
(ii) Elke nodige bywoning, per bywoning	[R21,00] R23,50
(n) (i) Korrespondensie: Vir elke nodige brief [of telegram] geskryf of ontvang, met inbegrip van afskrif om te hou, met dien verstande dat gelde vir bestudering nie toegestaan sal word saam met die gelde hierin voor voorsiening gemaak nie, per folio	[R31,00] R34,00
(ii) Bywonings: Vir elke nodige bywoning nie andersins voor voorsiening gemaak nie, per bywoning	[R31,00] R34,00
<input type="checkbox"/> (iii) Nodige formele telefoonoproepe, per oproep	[R31,00] R34,00

DEEL II

ALGEMENE BEPALINGS TEN OPSIGTE VAN VERRIGTINGE INGEVOLGE ARTIKEL 72 VAN DIE WET

- Behoudens die bepalings van paragrawe 2 en 3, word geen gelde behalwe dié in die Tarief by hierdie Deel uiteengesit, toegelaat nie.
- Paragraaf 3(a), (b) en (d) van die algemene bepalings kragtens Deel 1 van hierdie Tabel is *mutatis mutandis* van toepassing op hierdie Deel.
- Alle nodige uitbetalings aangegaan in verband met enige vorige onsuksesvolle verrigtinge kragtens artikel 65, moet toegelaat word indien die hof aldus gelas het.
- Vir die doeleindes van die Tarief van hierdie Deel, is die bedrag van die eis, onderworpe aan die bepalings van paragraaf 3(d) van die algemene bepalings kragtens Deel 1 van hierdie Tabel, die totaal van die kapitaalbedrag uitstaande op die datum van die eerste instelling van verrigtinge ingevolge artikel 72 van die Wet.

TARIEF	
	R
(a) Waar die eis nie meer as R200.00 is nie	[R165,00] R179,00
(b) Waar die eis meer as R200.00 is	[R352,00] R382,00
(c) Verkryging van 'n gesertifiseerde afskrif van 'n vonnis	[R99,00] R107,50
(d) Aansoek om 'n uitwinningsbevel teen die beslagskuldenaar	[R99,00] R107,50
(e) Loonbeslagorder (Vorm 39)	[R131,00] R142,00

DEEL III
ALGEMENE BEPALINGS TEN OPSIGTE VAN VERRIGTINGE INGEVOLGE ARTIKEL 74
VAN DIE WET

1. Die volgende gelde word toegestaan benewens die gelde uiteengesit in die Tarief by hierdie Deel:

- (a) Alle nodige uitbetalings in verband met die verrigtinge aangegaan.
(b) Benewens die gelde hieronder gestel, is die administrateur geregtig op 'n bedrag van 10% op elke paaiement ingesamel vir die kapitaal en koste, welke bedrag ingesluit is in die 12.5% ingevoige artikel 74L(2) van die Wet.
2. By die toepassing van items 4 en 5 van die Tarief tot hierdie Deel, bestaan 'n folio uit 100 geskrewe of gedrukte woorde of syfers en vier syfers word as een word beskou.

TARIEF			
Item	Een tot tien krediteure	Elf tot twintig krediteure	Een-en- twintig of meer krediteure
	R	R	R
1. Instruksies om 'n administrasiebevel aansoek te doen, met inbegrip van die nodige deurlesing van dagvaardings, eise, ens., en vasstelling van die bedrag van bates en laste, met inbegrip van alle bywonings en korrespondensie wat in verband daarmee nodig is.	[R196,00] R213,00	[R275,00] R298,50	[R439,00] R477,00
2. Instruksies by aansoek kragtens artikel 74Q(1) of om daardie aansoek of die toestaan van administrasiebevel, teen te staan.	[R156,00] R170,00	[R156,00] R170,00	[R156,00] R170,00
3. Opstel van aansoek om administrasiebevel of hersiening daarvan en beëdigde verklaring, met inbegrip van alle aanhangsels daarby en alle bywonings, bywoning in die hof uitgesluit.	[R274,00] R297,00	[R274,00] R297,00	[R274,00] R297,00
4. Maak van afskrifte van aansoek, beëdigde verklaring en aanhangsels vir krediteure, per bladsy	[R5,00] R6,00	[R5,00] R6,00	[R5,00] R6,00
5. Noukeurige deurlesing van aansoek en ander dokumente beteken, indien enige, per folio. Let wel: Die gelde onder hierdie item word slegs deur die prokureur of 'n teenparty geëis.	[R12,00] R13,50	[R12,00] R13,50	[R12,00] R13,50
6. Bywoning van hof:			
(a) By uitstel of tersydestelling, indien nie deur die prokureur of sy of haar kliënt veroorsaak nie;	[R74,00] R80,50	[R74,00] R80,50	[R74,00] R80,50
(b) By enige ander verhoor	[R156,00] R170,00	[R295,00] R320,00	[R295,00] R320,00
7. Vir voorsiening aan 'n krediteur deur die administrateur van die inligting in artikel 74M(a) van die Wet bedoel, per aansoek	[R21,00] R23,50	[R21,00] R23,50	[R21,00] R23,50
8. Vir voorsiening van 'n afskrif van die skuldenaar se vermoëstaat bedoel in artikel 74 en 74A(1) van die Wet deur die administrateur ingevolge artikel 74M(b) of van 'n lys of rekening bedoel in artikel 74G(1) of 74J van die Wet of die skuldenaar se vermoëstaat bedoel	[R5,00] R6,00	[R5,00] R6,00	[R5,00] R6,00

in artikel 65(2) van die Wet, per folio.			
9. Korrespondensie en bywonings	[R32,00] R35,00	[R32,00] R35,00	[R32,00] R35,00

(b) deur Deel II van Tabel C deur die volgende Deel te vervang:

"DEEL II

BALJU'S WAT NIE STAATSAMPTENARE IS NIE

1A. Vir registrasie van enige dokument vir betekening of uitwinning by ontvangs daarvan: ~~[R12,00]~~ R13,00.

1B. (a) By die betekening van 'n dagvaarding, subpoena, kennisgewing, bevel of ander dokument wat nie in item 2 genoem word nie, die reis na en van die plek van betekening van enige van die bogenoemde dokumente—

(i) binne 'n afstand van 6 kilometer van die hofgebou van die distrik waarin die balju aangestel is: ~~[R48,00]~~ R52,00;

(ii) binne 'n afstand van 12 kilometer, maar verder as 6 kilometer van die hofgebou van die distrik waarvoor die balju aangestel is: ~~[R57,50]~~ R62,00;

(iii) binne 'n afstand van 20 kilometer, maar verder as 12 kilometer van die hofgebou van die distrik waarvoor die balju aangestel is: ~~[R77,00]~~ R84,00;

(b) Vir die poging om die dokumente in paragraaf (a) genoem, te beteken, die reis na en van die plek van gepoogde betekening van enige van die bogenoemde dokumente

(i) binne 'n afstand van 6 kilometer vanaf die hofgebou van die distrik waarvoor die balju aangestel is: ~~[R41,50]~~ R45,00;

(ii) binne 'n afstand van 12 kilometer maar verder as 6 kilometer vanaf die hofgebou van die distrik waarvoor die balju aangestel is: ~~[R48,00]~~ R52,00;

(iii) binne 'n afstand van 20 kilometer maar verder as 12 kilometer van die hofgebou van die distrik waarvoor die balju aangestel is: ~~[R69,00]~~ R75,50;

(c) (i) Waar 'n dokument beteken moet word saam met 'n prosesstuk van die hof en in die prosesstuk of 'n aanhangsel daarby vermeld word, word geen bykomende gelde gehef vir betekening van die dokument nie, andersins kan ~~[R12,00]~~ R13,00 gehef word vir elke aparte dokument wat beteken word.

(ii) Geen gelde word vir 'n aparte dokument gehef wanneer prosesstukke in strafregtelike aangeleenthede beteken word nie.

(iii) Die betekening van 'n kennisgewing in reël 54(1) bedoel, gelyktydig met die dagvaarding, word nie as 'n aparte betekening beskou nie.

(iv) Waar 'n lasgewer die balju skriftelik opdrag gee om 'n dokument in item 1B(a) of (2)(a) dringend te beteken of uit te win, hef die balju bykomende gelde van ~~[R256,00]~~ R279,50 vir sodanige betekening, ongeag hetsy die betekening of uitwinning suksesvol was, welke bykomende gelde deur die opdraggewer betaal word, tensy die hof anders gelas.

(v) By die toepassing van subparagraaf (iv) beteken-

(aa) 'dringend' op dieselfde dag of binne 24 uur sedert die skriftelike opdrag; en

(bb) 'na-ure' enige tyd -

(aaa) voor 7h00 of na 19h00 op Maandae tot Vrydae; of

(bbb) op 'n Saterdag, Sondag of openbare vakansiedag.

2. (a) By die uitvoering van 'n lasbrief (wat nie teen onroerende goed is nie), interdik, loonbeslagorder of besoldigingsbeslagbevel, die reis na en van die plek van tenuitvoerlegging van die bogenoemde dokumente-

(i) binne 6 kilometer van die hofgebou van die distrik waarvoor die balju aangestel is: ~~[R69,00]~~ R75,50;

(ii) binne 12 kilometer, maar verder as 6 kilometer van die hofgebou van die distrik waarvoor die balju aangestel is: **[R77,00]** R84,00;

(iii) binne 20 kilometer, maar verder as 12 kilometer van die hofgebou van die distrik waarvoor die balju aangestel is: **[R96,00]** R105,00;

(b) Vir die gepoogde tenuitvoerlegging van die dokumente in paragraaf (a) bedoel, die reis na en van die plek van gepoogde betekening van die bogenoemde dokumente-

(i) binne 6 kilometer van die hofgebou van die distrik waarvoor die balju aangestel is: **[R57,50]** R62,00;

(ii) binne 12 kilometer, maar verder as 6 kilometer van die hofgebou van die distrik waarvoor die balju aangestel is: **[R69,00]** R75,50;

(iii) binne 20 kilometer, maar verder as 12 kilometer van die hofgebou van die distrik waarvoor die balju aangestel is: **[R86,00]** R94,00;

(c)(i) Vir die uitsetting van 'n verweerder van die perseel in die uitsettingslasbrief bedoel: **[R41,00]** R45,00;

(ii) Verdere gelde van **[R27,00]** R29,50 word na tenuitvoerlegging betaal vir elke persoon benewens die persoon genoem of na verwys in die uitsettingsprosesstuk, in werklikheid van 'n aparte perseel uitgeset. Met dien verstande dat waar betekening aan enige persoon behalwe die vonnisskuldenaar nodig is ten einde die tenuitvoerlegging te voltooi, kan die gelde in item 1B(a) vasgestel, ten opsigte van elke sodanige betekening gehef word.

(d) vir die tenuitvoerlegging van enige lasbrief teen onroerende goed -

(i) vir uitwinning, met inbegrip van betekening van kennisgewing van beslaglegging aan die eienaar van die onroerende goed en aan die akteregistrateur of ander kantoor belas met die registrasie van sodanige eiendom, en indien die eiendom deur iemand anders as die eienaar geokkupeer word, ook aan daardie okkupant: **[R227,00]** R247,50;

(ii) vir kennisgewing van beslaglegging aan 'n enkele huurder of okkupant: **[R21,00]** R22,50;

(iii) identiese kennisgewings waar daar verskeie huurders, okkupante of eienaars is, vir elkeen na die eerste: **[R7,50]** R8,50;

(iv) vir 'n waardasieverlag vir verkoopdoeleindes, per halfuur of deel daarvan: **[R57,50]** R60,00;

(v) wanneer 'n balju gemagtig is om eiendom te verkoop en die eiendom word nie verkoop nie omdat die beslaglegging ingetrek of opgeskort is, al die nodige kennisgewing vir die intrekking of opskorting van die beslaglegging: **[R227,00]** R247,50; Opheffing van regterlike beslaglegging op onroerende goed: **[R227,00]** R247,50;

(vi) vir seker maak en aanteken watter lenings of ander beswarings teen die eiendom geregistreer is, saam met die name en adresse van die persone in wie se guns daardie lenings en beswarings aldus geregistreer is, met inbegrip van enige korrespondensie daarby (saam met redelike uitgawes wat noodsaaklikerwys aangegaan is): **[R114,00]** R124,50;

(vii) vir kennis aan die vonnisskuldeiser van daardie lenings of ander beswarings en van die name en adresse van die persone in wie se guns daardie lenings of ander beswarings geregistreer is: **[R19,00]** R21,00;

(viii) vir oorweging van bewys dat 'n voorkeurskuldeiser aan die vereistes van reël 43(5)(a) voldoen het: **[R12,00]** R13,50;

(ix) vir kennisgewing bedoel in reël 43(6): **[R21,00]** R22,50;

(x) vir oorweging van verkopingskennisgewing deur die vonnisskuldeiser voorberei in oorleg met die balju; en

vir verifiëring dat die verkopingskennisgewing in die aangewese koerante en in die *Staatskoerant* gepubliseer is, insluitend gelde vir daardie oorweging en verifiëring: **[R114,00]** R124,50;

- (xi) vir die aanstuur van 'n afskrif van die verkopingskennisgewing aan elke vonnisskuldeiser wat die onroerende goed in beslag laat neem het en aan elke verbandhouer daarvan wie se adres bekend is, vir elke afskrif: **[R21,00]** R22,50;
- (xii) vir die aanheg van 'n afskrif van die verkopingskennisgewing aan die kennisgewingsbord van die landdroshof bedoel in reël 43(7)(e) en by of so naby moontlik aan die plek waar die verkoping werklik gaan plaasvind, 'n inklusiewe bedrag van **[R49,00]** R53,50 en reiskoste soos in item 4(a) bedoel;
- (xiii) vir oorweging van die verkoopsvoorwaardes deur die vonnisskuldeiser voorberei; vir verdere oorweging of gewysigde verkoopsvoorwaardes deur belangstellende party ingedien: **[R114,00]** R124,50 vir elke bywoning;
- (xiv) vir alle nodige bywonings voorgeskryf by enige wetsbepalings wat met veilings verband hou, in die besonder die 'Consumer Protection Act', 2008 (Wet No. 68 van 2008): **[R343,00]** R374,00;
- (xv) vir die hou van 'n veiling, behalwe dat hierdie gelde nie heef kan word nie indien kommissie ingevoelge items 2(d)(xvi) en (xvii) geëis word nie: **[R227,00]** R247,50;
- (xvi) by die verkoop van onroerende goed deur die balju as afslaer, 6 persent op die eerste R100 000,00, 3,5 persent op R100 001,00 tot R400 000,00 en 1,5 persent op die saldo van die opbrengs van die verkoping, behoudens 'n maksimum kommissie van R40 000,00, in totaal, en 'n minimum van R3 000,00 (insluitend alle gevalle van die balju se bankkoste en ander uitgawes aangegaan in die betaling van die opbrengs in sy of haar trustrekening), welke kommissie deur die koper betaal sal word;
- (xvii) indien 'n afslaer gebruik word soos in reël 43(10) voor voorsiening gemaak, 3 persent op die eerste R100 000,00, 2 persent op R100 001,00 tot R400 000,00 en 1 persent op die balans daarvan, behoudens 'n maksimum kommissie van R22 850,00, in totaal, en 'n minimum van R3 000,00 (insluitend alle gevalle van die balju se bankkoste en ander uitgawes aangegaan in die betaal van die opbrengs in sy of haar trustrekening), welke kommissie deur die koper betaal sal word;
- (xviii) vir skriftelike kennisgewing aan die koper wat versuim het om aan die verkoopsvoorwaardes te voldoen: **[R57,50]** R62,00;
- (xix) vir enige verslag in reël 43(11) bedoel: **[R57,50]** R62,00;
- (xx) vir verwittiging van vonnisskuldenaar van die kansellasië in reël 43(11)(a)(iii): **[R57,50]** R62,00;
- (xxi) vir gee van kennis bedoel in reël 43(11)(c): **[R21,00]** R22,50;
- (xxii) vir gee van oordrag aan die koper **[R27,00]** R29,50;
- (xxiii) vir ontvangs van sertifikaat bedoel in reël 43(14)(a): **[R21,00]** R22,50;
- (xxiv) vir voorbereiding van 'n plan vir die verspreiding van die opbrengs (met inbegrip van nodige afskrifte) en vir die aanstuur van 'n afskrif aan die registrateur: **[R114,00]** R124,50;
- (xxv) vir kennisgewing aan alle partye wat lasbriewe ingedien het en aan die vonnisskuldenaar dat die distribusieplan ter insae sal lê, vir elke kennisgewing: **[R21,00]** R22,50;
- (xxvi) vir die verslag in reël 43A(9)(d) bedoel: **[R57,50]** R62,00.

3. Opstel van enige opgawe ingevoelge reël 8, in duplikaat: **[R19,50]** R22,00.

4. (a) Die balju word, benewens die gelde in items 1B(a), 1B(b), 2(a) en 2(b), bedoel, maar onderworpe aan item 4(b) en (c), 'n reistoelaag gegee van **[R6,00]** R7,50 per kilometer, of deel daarvan, vir die kortste moontlike heen- en terugreis van die kantoor van die balju na die plek van betekening of tenuitvoerlegging en terug.

(b) Die reistoelaag in items 4(a), 5(a) en 5(c)(i) genoem, word bereken op die afstand gereken van die kantoor van die balju af indien-

(i) die balju se kantoor binne die regsgebied deur die Minister aan die balju toegewys, geleë is; en

(ii) die afstand van die balju se kantoor minder is as die afstand bereken van die hofgebou naaste aan die adres vir betekening.

(c) Indien nie aan die vereiste in item 4(b) voldoen word nie, word die reistoelaag genoem in items 4(a), 5(a) en 5(c)(i) bereken op die afstand gereken van die hofgebou naaste aan die adres vir betekening.

5. (a) Ten opsigte van die verrigting van enige ander amptelike plig as dié in items 1 en 2 vermeld, maar onderworpe aan item 4(b) en (c), is 'n reistoelae van **[R6,00]** R7,50 per kilometer vir elke kilometer, of deel daarvan, aan die balju betaalbaar vir die heen- en terugreis.

(b) 'n Reistoelaag sluit die uitgawes aangegaan om te reis, in, met inbegrip van treinkaartjies.

(c) 'n Reistoelaag word bereken ten opsigte van elke onderskeie betekening, behalwe dat

(i) waar meer as een betekening in die loop van dieselfde reis gedoen kan word, kan die afstand van die balju se kantoor na die eerste plek van betekening slegs een keer in berekening geneem word, en word gelyk toegeken aan die onderskeie betekening, en die afstand vanaf die eerste plek van betekening na die oorblywende plekke van betekening word insgelyks gelyk toegeken aan die oorblywende betekening; en

(ii) waar betekening van dieselfde prosesstuk deur 'n balju aan meer as een persoon by dieselfde adres van betekening gedoen moet word, word slegs een heffing vir reis toegelaat.

(d) Wanneer die balju enigiemand onder arres moet vervoer, word 'n toelaag van **[R6,00]** R7,50 per kilometer ten opsigte van daardie deel van sy of haar reis waarop hy of sy noodsaaklikerwys deur daardie persoon vergesel is, toegelaat.

6. (a) Maak van 'n inventaris, met inbegrip van die maak van alle nodige afdrucke en tyd op voorraadopname spandeer: **[R41,00]** R45,00.

(b) Vir bystand, indien nodig, met die maak van 'n inventaris, **[R41,00]** R45,00 per halfuur of deel daarvan.

7. Die bestudering, opstel en invul van 'n borgakte, 'n borgstellingsakte of skadeloosstellingsakte: **[R12,00]** R13,50.

8. Beheer of bewaring van eiendom (geld uitgesluit):

(a) (i) Vir elke beampte noodsaaklikerwys in besit gelaat, 'n redelike allesinsluitende bedrag van hoogstens **[R142,00]** R155,00 per dag.

(ii) Reistoelaes, om losies elke keer in te sluit.

(b) Indien op lewende hawe beslag gelê word, word slegs die noodsaaklike uitgawes om die lewende hawe op te pas en te preserveer, toegelaat.

(c) Indien die goedere verwyder en gestoor word, word slegs die koste van verwydering en stoor toegelaat.

9. (a) '**besit**' beteken werklike fisieke besit deur 'n persoon in diens van en betaal deur die balju, wie se enigste werk vir die tyd en wyl is om op die perseel te bly waar die goedere op beslag gelê gelê is, en wat, in werklikheid, in besit bly vir die tydperk waarvoor besit gehou word.

(b) '**koste van verwydering**' beteken die bedrag werklik en noodsaaklikerwys uitbetaal vir verwydering of gepoogde verwydering as die goedere deur 'n derde party verwyder is of 'n poging aangewend is om hulle te verwyder, indien dit deur die balju self verwyder is, sodanige bedrag wat billik toelaatbaar sal wees in die gewone loop van sake indien die goedere deur 'n derde party verwyder is, of 'n poging aangewend is om dit aldus te verwyder.

(c) 'koste van berging' die bedrag werklik en noodsaaklikerwys betaal vir berging indien die goedere deur 'n derde persoon geberg is of, indien die balju die berging voorsien het, sodanige bedrag wat billik toelaatbaar sal wees in die gewone loop van sake indien die goedere by 'n derde persoon geberg is.

10. (a) (i) Waar 'n beslagleggingsorder ten volle, of gedeeltelik, aan die balju betaal word, 9 persent op die bedrag aldus betaal, met minimum gelde van **[R76,50]** R83,50 en 'n maksimum van **[R752,50]** R820,50.

(ii) Vir die tenuitvoerlegging van enige lasbrief teen roerende goed—

(aa) wanneer 'n lasbrief ten volle of gedeeltelik betaal word by voorlegging aan die balju, 9 persent op die aldus betaalde bedrag met minimum gelde van **[R76,50]** R83,50, en 'n maksimum van **[R752,50]** R820,50;

(bb) wanneer 'n lasbrief ten volle of gedeeltelik aan die balju betaal word ná beslaglegging of voor verkoping, 9 persent op die aldus betaalde bedrag met minimum gelde van **[R76,50]** R83,50 en 'n maksimum van **[R752,50]** R820,50; of

(cc) wanneer gelde in uitwinning geneem word, 9 persent van die aldus betaalde bedrag, maar onderworpe aan 'n maksimum van **[R752,50]** R820,50.

(b) Kennisgewing van beslaglegging aan die verweerder en aan elke persoon wat in kennis gestel moet word: **[R12,00]** R13,50

11. (a) Waar eiendom van beslaglegging vrygestel word ingevolge reël 41(18)(a), of die uitwinningslasbrief word ingetrek of opgeskort, of die vonnisskuldenaar se boedel word na die beslaglegging gesekwestreer, maar voor die verkoping, 2.3 persent van die waarde van die goedere waarop beslag gelê is, behoudens 'n maksimum van **[R227,00]** R247,50. Met dien verstande dat indien 'n verkoping daarna plaasvind na aanleiding van die voormelde beslaglegging, word die aldus betaalde bedrag afgetrek van die kommissie kragtens item 12 betaalbaar.

(b) Kommissie in item 11(a) bedoel is nie hefbaar teen 'n vonnisskuldenaar op die waarde van roerende goed waarop beslag gelê is en wat daarna vrygestel is in navolging van 'n eis deur 'n derde party nie, tensy ondanks 'n eis deur 'n derde party, die verwydering van sodanige goed volgens uitdruklike, skriftelike opdrag van die vonnisskuldeiser gedoen word, in welke geval die vonnisskuldeiser aan die balju aanspreeklik sal wees vir kommissie teen 'n koers van 2.3% van die waarde van die goedere en koste.

12. Waar die uitwinningslasbrief teen roerende goed by verkoping afgehandel word, 9 persent van die eerste R15 000.00 of deel daarvan, en daarna 6 persent, met 'n maksimum van **[R10018,50]** R10 923,50.

13. Vir die versekering van eiendom waarop beslag gelê is, en by skriftelike opdrag van die vonnisskuldeiser aan die balju, benewens die premie wat betaal moet word, 'n allesinsluitende bedrag van **[R41,00]** R45,00.

14....

15. Wanneer vir uitwinning op onroerende goed beslag gelê word en die beslaglegging verstryk, soos in artikel 66(4) van die Wet bedoel: **[R69,00]** R75,50.

16.

17. Benewens die gelde deur items 10 tot 13 toegelaat, beide ingesluit, word toegeken -

(a) die bedrag werklik en redelik deur die balju of die afslaer betaal vir die druk, adverteer en gee van publisiteit aan enige verkoping of voorgenome verkoping in uitwinning.

18. Waar die balju kragtens meer as een uitwinningslasbrief in besit is, kan hy of sy gelde vra vir slegs een besit, en sodanige besit word, sover moontlik, gelyk toegedeel aan die verskillende lasbriewe in dieselfde tydperk uitgereik: Met dien verstande dat elke uitwinningskuldeiser gesamentlik en apart aanspreeklik is vir sodanige besit tot 'n bedrag

van nie meer nie as wat kragtens sy of haar uitwinning betaalbaar sou wees indien dit alleen gestaan het.

19. Gelde betaalbaar op die waarde van die goedere waarop beslag gelê is of op die opbrengs van die verkoping van goedere in uitwinning is nie hefbaar op sodanige waarde of opbrengs vir sover dit die bedrag van die lasbrief oorskry.

20. Die gelde en uitgawes van die balju in uitwinning van 'n beslagleggingsorder word bygevoeg by die bedrag wat kragtens die order verhaal staan te word, en is hefbaar teen die vonnisskuldenaar.

21. Indien dit vir die balju nodig is om 'n dokument wat deur hom of haar ontvang is vir betekening of uitwinning na die opdraggewer terug te stuur omdat—

(a) die adres van betekening wat op die prosesstuk verskyn nie in sy of haar regsgebied is nie; of

(b) die opdraggewer versoek het, voor 'n gepoogde betekening of tenuitvoerlegging van die prosesstuk, dat dit aan hom of haar terugbesorg word,

is 'n bedrag van ~~[R12,00]~~ R13,50 betaalbaar.

22. Vir die vervoer van enige persoon deur die balju in hegtenis geneem of in sy of haar bewaring geplaas van die plek van bewaring aan die hof op 'n dag wat volg op die dag van inhegtenisname: ~~[R41,00]~~ R45,00 per reis en ~~[R77,00]~~ R84,00, of deel daarvan, vir bywoning van die hof.

23. Vir die bestudering van 'n aangeduide koerant waarin die verkopingskennisgewing gepubliseer is, soos bedoel in reël 41(19)(c): ~~[R12,00]~~ R13,50.

24. ...

25. Vir die aanheg van 'n afskrif van die verkopingskennisgewing op die kennisgewingbord of deur van die hofgebou of ander openbare gebou en by of so naby as moontlik aan die plek waar die genoemde verkoping werklik gaan plaasvind bedoel in reël 41(19)(b): ~~[R28,00]~~ R30,50 en reiskoste, in item 5(a) bedoel.

26. Vir tussenpleitstukke in Landdroshofreël 44 bedoel: ~~[R209,00]~~ R228,00.

27. Benewens die gelde in hierdie Tabel voorgeskryf, is die balju geregtig op die bedrag werklik uitbetaal vir posgeld en telefoonoproepe.

28. Vir die skryf van elke nodige brief, faks of e-pos, met uitsondering van formele briewe wat prosesstukke of relase vergeset: ~~[R21,00]~~ R22,50.

29. Elke nodige bywoning per telefoon: ~~[R20,00]~~ R21,50.

30. Stuur en ontvangs van elke nodige faks of e-pos per bladsy (benewens telefoonkoste): ~~[R7,50]~~ R8,50.

31.

32. Vir die maak van alle nodige afskrifte van dokumente: ~~[R5,50]~~ R6,50, per A4-grootte bladsy.

33. (a) 'n Versoek aan 'n balju om 'n rekening te takseer of word skriftelik gedoen binne 20 dae ná die rekening waarvan die gelde in geskil is, gefewer is.

(b) Vir die opstel van die rekening vir taksasie en bywoning van die taksasie deur die balju: ~~[R77,00]~~ R84,00.

34. Bankkoste: Werklike koste aangegaan in verband met bankkoste **[en tjekvorms]**.

35. (a) Opstel van kennisgewing aan die vonnisskuldenaar ingevolge artikel 65A(8)(b) van die Wet: ~~[R21,00]~~ R22,50.

(b) Betekening van die kennisgewing in paragraaf (a) bedoel: Tarief soos in item 1B(a) voorgeskryf.

(c) Gepoogde betekening van die kennisgewing in paragraaf (a) bedoel: Tarief soos in item 1B(b) bedoel.

(d) Die tarief, soos in item 4 voorgeskryf, is op paragraawe (b) en (c) van toepassing.

36. (a) Vir die inhegtenisname of gepoogde inhegtenisname van 'n vonnisskuldenaar ingevolge artikel 65A(6) van die Wet:

- (i) Die tarief soos in item 2(a) of item 2(b), na gelang van die geval, voorgeskryf.
- (ii) Die tarief, soos in item 4 voorgeskryf, is op hierdie item van toepassing.

(b) Vir die oorhandiging van die vonnisskuldenaar aan die Suid-Afrikaanse Polisie diens, gevangenevriend of hofklerk of ander wettige plek van aanhouding:

- (i) Die tarief, soos in item 2(a) voorgeskryf.
- (ii) Reiskoste van plek van arres na plek van oorhandiging aan die tersaaklike owerheid, in paragraaf (b) bedoel, per kilometer of deel daarvan: **[R6,00]** R7,50.
- (iii) Wagtyd rakende oorhandiging van die vonnisskuldenaar aan die tersaaklike owerheid, in paragraaf (b) bedoel: **[R41,00]** R45,00, per halfuur of deel daarvan, met 'n maksimum van **[R151,00]** R164,50."

Inwerkingtreding

- 5. Hierdie Reëls tree in werking op **19 Junie 2023**.

AANHANGSEL

"No. 24 - Dagvaarding

*Vir gebruik in die Streekhof

In die Streekhof vir die Streekafdeling van
 gehou te Saakno. van 20.....
 In die aangleentheid tussen Eiser
 en
 Verweerder

Aan: die balju of adjunkbalju:

LIG DIE VOLGENDE IN:

- (1) van
 (2) van
 (3) van
 (4) van

dat elkeen van hulle hierby vereis word om in 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] aktes, dokumente, boeke, geskrifte, band-, elektroniese, digitale of ander vorm van opnames (hierna "dokumente" genoem) of goed** 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 daar die 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 OORGELÉ MOET WORD

Datum	Beskrywing	Oorspronklike of afskrif
.....
.....
.....

(Sien rugkant.)
[Druk op rugkant, paragrawe (a) en (b) van artikel 51(2) van die Wet]^a

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