



# Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA  
REPUBLIEK VAN SUID AFRIKA

Vol. 706

19

April  
April

2024

No. 50528

**PART 1 OF 5**

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ISSN 1682-5845



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

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government  
printing

Department:  
Government Printing Works  
REPUBLIC OF SOUTH AFRICA

## HIGH ALERT: SCAM WARNING!!!

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

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

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

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

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

Example of e-mails these fraudsters are using:

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

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

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

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

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

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

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

## Fake Tenders

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

### How tender scams work

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

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

OR

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

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

Protect yourself from being scammed

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

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

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

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

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

# Closing times for **ORDINARY WEEKLY** **2024** **GOVERNMENT GAZETTE**

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

- **28 December 2023**, Thursday for the issue of Friday **05 January 2024**
- **05 January**, Friday for the issue of Friday **12 January 2024**
- **12 January**, Friday for the issue of Friday **19 January 2024**
- **19 January**, Friday for the issue of Friday **26 January 2024**
- **26 January**, Friday for the issue of Friday **02 February 2024**
- **02 February**, Friday for the issue of Friday **09 February 2024**
- **09 February**, Friday for the issue of Friday **16 February 2024**
- **16 February**, Friday for the issue of Friday **23 February 2024**
- **23 February**, Friday for the issue of Friday **01 March 2024**
- **01 March**, Friday for the issue of Friday **08 March 2024**
- **08 March**, Friday for the issue of Friday **15 March 2024**
- **14 March**, Thursday for the issue of Friday **22 March 2024**
- **20 March**, Wednesday for the issue of Thursday **28 March 2024**
- **27 March**, Wednesday for the issue of Friday **05 April 2024**
- **05 April**, Friday for the issue of Friday **12 April 2024**
- **12 April**, Friday for the issue of Friday **19 April 2024**
- **19 April**, Friday for the issue of Friday **26 April 2024**
- **25 April**, Thursday for the issue of Friday **03 May 2024**
- **03 May**, Friday for the issue of Friday **10 May 2024**
- **10 May**, Friday for the issue of Friday **17 May 2024**
- **17 May**, Friday for the issue of Friday **24 May 2024**
- **24 May**, Friday for the issue of Friday **31 May 2024**
- **31 May**, Friday for the issue of Friday **07 June 2024**
- **07 June**, Friday for the issue of Friday **14 June 2024**
- **13 June**, Thursday for the issue of Friday **21 June 2024**
- **21 June**, Friday for the issue of Friday **28 June 2024**
- **28 June**, Friday for the issue of Friday **05 July 2024**
- **05 July**, Friday for the issue of Friday **12 July 2024**
- **12 July**, Friday for the issue of Friday **19 July 2024**
- **19 July**, Friday for the issue of Friday **26 July 2024**
- **26 July**, Friday for the issue of Friday **02 August 2024**
- **01 August**, Thursday for the issue of Thursday **08 August 2024**
- **08 August**, Thursday for the issue of Friday **16 August 2024**
- **16 August**, Friday for the issue of Friday **23 August 2024**
- **23 August**, Friday for the issue of Friday **30 August 2024**
- **30 August**, Friday for the issue of Friday **06 September 2024**
- **06 September**, Friday for the issue of Friday **13 September 2024**
- **13 September**, Friday for the issue of Friday **20 September 2024**
- **19 September**, Thursday for the issue of Friday **27 September 2024**
- **27 September**, Friday for the issue of Friday **04 October 2024**
- **04 October**, Friday for the issue of Friday **11 October 2024**
- **11 October**, Friday for the issue of Friday **18 October 2024**
- **18 October**, Friday for the issue of Friday **25 October 2024**
- **25 October**, Friday for the issue of Friday **01 November 2024**
- **01 November**, Friday for the issue of Friday **08 November 2024**
- **08 November**, Friday for the issue of Friday **15 November 2024**
- **15 November**, Friday for the issue of Friday **22 November 2024**
- **22 November**, Friday for the issue of Friday **29 November 2024**
- **29 November**, Friday for the issue of Friday **06 December 2024**
- **06 December**, Friday for the issue of Friday **13 December 2024**
- **12 December**, Thursday for the issue of Friday **20 December 2024**
- **18 December**, Wednesday for the issue of Friday **27 December 2024**

# LIST OF TARIFF RATES FOR PUBLICATION OF NOTICES

**COMMENCEMENT: 1 APRIL 2018**

## NATIONAL AND PROVINCIAL

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

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

## EXTRA-ORDINARY

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

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

## GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

### CLOSING TIMES FOR ACCEPTANCE OF NOTICES

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

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

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

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



## GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

### EXTRAORDINARY GAZETTES

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

### NOTICE SUBMISSION PROCESS

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

## GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

### QUOTATIONS

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

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

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

**CANCELLATIONS**

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

**AMENDMENTS TO NOTICES**

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

**REJECTIONS**

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

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

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

**GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY**

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

**LIABILITY OF ADVERTISER**

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

**CUSTOMER INQUIRIES**

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

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

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

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

## GOVERNMENT PRINTING WORKS - BUSINESS RULES

### PAYMENT OF COST

31. The Request for Quotation for placement of the notice should be sent to the Gazette Contact Centre as indicated above, prior to submission of notice for advertising.
32. Payment should then be made, or Purchase Order prepared based on the received quotation, prior to the submission of the notice for advertising as these documents i.e. proof of payment or Purchase order will be required as part of the notice submission, as indicated earlier.
33. Every proof of payment must have a valid **GPW** quotation number as a reference on the proof of payment document.
34. Where there is any doubt about the cost of publication of a notice, and in the case of copy, an enquiry, accompanied by the relevant copy, should be addressed to the Gazette Contact Centre, **Government Printing Works**, Private Bag X85, Pretoria, 0001 email: [info.egazette@gpw.gov.za](mailto:info.egazette@gpw.gov.za) before publication.
35. Overpayment resulting from miscalculation on the part of the advertiser of the cost of publication of a notice will not be refunded, unless the advertiser furnishes adequate reasons why such miscalculation occurred. In the event of underpayments, the difference will be recovered from the advertiser, and future notice(s) will not be published until such time as the full cost of such publication has been duly paid in cash or electronic funds transfer into the **Government Printing Works** banking account.
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38. Copies of any of the *Government Gazette* or *Provincial Gazette* can be downloaded from the **Government Printing Works** website [www.gpwonline.co.za](http://www.gpwonline.co.za) free of charge, should a proof of publication be required.
39. Printed copies may be ordered from the Publications department at the ruling price. The **Government Printing Works** will assume no liability for any failure to post or for any delay in despatching of such *Government Gazette*(s)

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Pretoria

**Postal Address:**

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**E-mail:** [info.egazette@gpw.gov.za](mailto:info.egazette@gpw.gov.za)
**Tel:** 012-748 6200

**Contact person for subscribers:** Mrs M. Toka:

**E-mail:** [subscriptions@gpw.gov.za](mailto:subscriptions@gpw.gov.za)
**Tel:** 012-748-6066 / 6060 / 6058

**Fax:** 012-323-9574

## GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

## DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 4727

19 April 2024

AGRICULTURAL PRODUCT STANDARDS ACT, 1990  
(ACT No. 119 OF 1990)REGULATIONS RELATING TO THE CLASSIFICATION, PACKING AND MARKING OF  
VINEGAR AND IMITATION VINEGAR INTENDED FOR SALE IN THE REPUBLIC  
OF SOUTH AFRICA: PROPOSED AMENDMENT

## INVITATION FOR PUBLIC COMMENTS:

I, Angela Thoko Didiza, Minister for Agriculture, Land Reform and Rural Development, acting under section 15 of the Agricultural Product Standards Act, 1990 (Act No. 119 of 1990), hereby make known that I intend to publish an amendment to the "Regulations relating to the classification, packing and marking of vinegar and imitation vinegar intended for sale in the Republic of South Africa" (No. R.1340 of 7 December 2018).

All interested parties are invited to submit comments or make representations concerning the above-mentioned proposed amendment to the regulations, in writing, within **30 days** from the date of publication of this Notice, to the following address:

Executive Officer: Agricultural Product Standards  
Department of Agriculture, Land Reform and Rural Development  
Private Bag X343, Pretoria, 0001  
30 Hamilton Street, Harvest House Building, Arcadia, Room 155  
Tel. no. 012 319 6027  
Email: [NielE@dalrrd.gov.za](mailto:NielE@dalrrd.gov.za)

The proposed amendment will be available on the Department's website at the following link: <https://old.dalrrd.gov.za/Branches/Agricultural-Production-Health-Food-Safety/Food-Safety-Quality-Assurance/Draft-Legislation-for-Comments> or can be forwarded via electronic mail or posted to any person upon request.



MRS A.T. DIDIZA, MP

MINISTER FOR AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

## DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 4728

19 April 2024

AGRICULTURAL PRODUCT STANDARDS ACT, 1990  
(ACT No. 119 OF 1990)REGULATIONS REGARDING THE CLASSIFICATION, PACKING AND MARKING OF  
PROCESSED MEAT PRODUCTS AND CERTAIN RAW PROCESSED MEAT PRODUCTS  
INTENDED FOR SALE IN THE REPUBLIC OF SOUTH AFRICA

## INVITATION FOR PUBLIC COMMENTS:

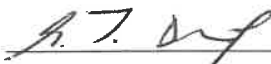
I, Angela Thoko Didiza, Minister for Agriculture, Land Reform and Rural Development, acting under section 15 of the Agricultural Product Standards Act, 1990 (Act No. 119 of 1990), hereby make known that I intend to publish the following amendment regulations:

- (a) Regulations Regarding the Classification, Packing and Marking of Certain Raw Processed Meat Products intended for sale in the Republic of South Africa.
- (b) Regulations Regarding the Classification, Packing and Marking of Processed Meat Products intended for sale in the Republic of South Africa.

All interested parties are invited to submit comments and any representations concerning the above-mentioned proposed amendment regulations in writing within **30 days** from the date of publication of this Notice to the following address:

Executive Officer: Agricultural Product Standards  
Department of Agriculture, Land Reform and Rural Development  
Private Bag X343, Pretoria, 0001  
30 Hamilton Street, Harvest House Building, Arcadia, Room 154  
Tel. no. 012 319 6388; Fax no. 012 319 6265  
Email: SimphiweMAT@daff.gov.za

The proposed amendment regulations are available on the Department's website at the following link: <http://www.old.dalrrd.gov.za/Branches/Agricultural-Production-Health-Food-Safety/Food-Safety-Quality-Assurance/Draft-Legislation-for-Comments>, or can be forwarded via electronic mail or posted to any person upon request.



MRS. AT. DIDIZA, MP

MINISTER FOR AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

## DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 4729

19 April 2024

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

Notice is hereby given in terms of Section 11(1) of the Restitution of Land Rights Act No. 22 of 1994 as amended, that a claim for restitution of land rights has been lodged with the Commission on Restitution of Land Rights, by Mr. Makote Hendrick Matlou, on behalf of the Matlou-Molekwa families, on the 15<sup>th</sup> October 1998, in respect of the farm Schrikklouf 428 KR, located in the Bela Bela Local Municipality, Waterberg District of Limpopo.

Survey of the farm Schrikklouf 428 KR was conducted in 2012 and 2023 by the SG Limpopo Office, in conjunction with the claimants and the office of the Regional Land Claims Commissioner: Limpopo, herein referred to as the Office.

The area determined to have been utilized by the deceased Mr. Radilpone Elias Molekwa and his family members before the dispossession of land rights occurred, amounted to approximately 398.4142 hectares.

PORTIONS/REMAINING EXTENT	EXTENT IN HA/SQM	CURRENT OWNERS	FARM NUMBERS	DEED ENDORSEMENTS	HOLDERS
<b>THE FARM SCHRIKKLOOF 428 KR</b>					
Part Of The Remaining Extent Of The Farm Schrikklouf 428 KR	7438 SQM	Impunzini Game Pty Ltd	T3517/2022	KR,428PTA K5410/2001RMPTA Converted From PTA	Thungela Operations Pty Ltd Rensburg Jan Joachim Jansen Van Oosthuizen Johannes Gerhardus 65000 Giessen Hester Sophia Van Beer Angela Michele De Beer Ramesses William De
Portion 1 Of The Farm Schrikklouf 428 KR	59.9572 HA	De Witt Berend Jacobus	T3832/2021	KR,428,1PTA	Orsmund Patric Vercuiel Jacobus Wilhamus Vercuiel Susara Magdalena
Remaining Extent Of Portion 2 Of The Farm Schrikklouf 428 KR	32.1173 HA	Melvic Inv CC	T66432/2010 PTA	KR,428,2PTA	Britz Phillip Martinus 24000 Nic Strydom Trust 25000 Swart Matthys Johannes Durrheim Hilbert Welthem 35000 Schoonwinkel P J D & A E M/I 45000 Yaffe Jack Lazenby Phillip Hattingh Jacobus Nicolaas Hattingh Martha Johanna Maria
Portion 3 Of The Farm Schrikklouf 428 KR	72.8052 HA	Melvic Inv CC	T66432/2010 PTA	KR,428,3PTA	Botha Christoffel Johannes Dondale Inv Pty Ltd 4800 Schoonwinkel P J D & A E M/I 85000 Yaffe Jack Lazenby Phillip Hattingh Jacobus Nicolaas Hattingh Martha Johanna Maria
Portion 4 Of The Farm Schrikklouf 428 KR	77.0879 HA	Thirion Pieter Willem	T125678/1997 PTA	B97831/1997PTA KR,428,4PTA	Vaal Jacobus Bernadus De Sephton Alfred Clement 82500
Portion 5 Of The Farm Schrikklouf 428 KR	89.9359 HA	Poki Makgoba Family Trust	T5204/2011 PTA	KR,428,5PTA VA531/2011PTA	Mafikizolo Inv Pty Ltd Santam




				Converted PTA	From	Vaal Jacobus Bernadus De Sephton Alfred Clement 82500 Casa Alla Kruger Pty Ltd Mafikizolo Inv Pty Ltd
Portion 6 Of The Farm Schrökkloof 428 KR	29.4042 HA	Semmer Ebbie Erl	T89336/2014 PTA	1-56/2018 KR,428,5PTA Converted PTA	From	Hanekom Tobias Nicolaas Pretorius Johannes Junie 28000 Pretorius Ronel Estate Spahn Paul-Hanns Spahn Martha Magdalena Zelpp 2334 Pty Ltd Stander Adriana Johanna
Portion 9 Of The Farm Schrökkloof 428 KR	32.1226 HA	Bustque 246 Pty Ltd	T138979/2005 PTA	KR,4282,9PTA Converted PTA	From	Volkskas Briz Phillip Martinus 24000.00 Nic Strydom Trust 18900 Swart Mathys Johannes Roux Alwyn Petrus
Portion 29 Of The Farm Schrökkloof 428 KR	1.1420 HA	Schrökkloof Pty Ltd	T918/2022	K2748/2009SPTA Converted PTA	From	Shakama Game Lodge Pty Ltd
Portion 30 Of The Farm Schrökkloof 428 KR	1.0981 HA	Schrökkloof Pty Ltd	T918/2022	K2748/2009SPTA Converted PTA	From	Shakama Game Lodge Pty Ltd

The Office Of The Regional Land Claims Commissioner: Limpopo Is Investigating This Claim And Any Party That Has An Interest On The Above-Mentioned Property Is Hereby Invited To Submit In Writing, Within 30 Days Of The Publication Of This Notice, Comments Or Information Or Objections To The Said Notice, Under Reference Number: KRP 10317.

Submissions may also be delivered to:

Office of the Regional Land Claims Commissioner: Limpopo  
Private Bag X9552  
POLOKWANE  
0700

13<sup>th</sup>-15<sup>th</sup> Floors, Thabakgolo Nedbank  
50-58 Landdros Mare Street, Cnr. Schoeman Street  
POLOKWANE  
0699

  
LEBJANE MAPHUTHA  
REGIONAL LAND CLAIMS COMMISSIONER  
DATE: 2024/02/02

## DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 4730

19 April 2024

AMENDMENT OF GAZETTE NOTICE NO. 946 OF 2010 DATED 12<sup>TH</sup> OF OCTOBER 2012 AS CONTAINED IN THE GOVERNMENT GAZETTE NUMBER 33612 IN RESPECT OF SHANZHA COMMUNITY LAND CLAIM

Notice is hereby given in terms of Section 11A(4) of the Restitution of Land Rights Act, Act No. 22 of 1994 as amended that a land claim for Restitution of Land Rights has been lodged by Mr Thinandava Neckson Shavhani on the 17<sup>th</sup> of November 1998 on behalf of Shanzha Community on the farm Entabeni 251MT, Chewas 215MT and M'psema 219MT situated in Makhado Local Municipality, Vhembe District of the Limpopo. The amendment of Government Gazette No 33612, Notice No 946 of 2010 dated 12<sup>th</sup> of October 2010 is made by deleting the farms listed in schedule 1 to this notice and retaining the farms listed in schedule 2 to this notice.

## Schedule 1: Properties being withdrawn from the gazette notice

Property description	Current owner	Title Deed Number	Total Extent	Endorsements	Holders
Portion 1 of the farm Entabeni 251 MT	Republiek van Suid Afrika	T34477/1999PTA	395.1094ha	None	None
Portion 2 of the farm Entabeni 251 MT	Republiek van Suid Afrika	T34477/1999PTA	330.9600ha	None	None

## Schedule 2: Properties being retained in this gazette notice


Property Description	Owner	Title Deed	Extent (Ha)	Extent (HA) Claimed	Endorsement/Encumbrances	Holder
Part of the Remaining Extent of Entabeni 251 MT	Republiek van Suid Afrika	T998/1938PTA	3050.8657 Ha	697.6579 ha	None	None
M'psema 219 MT	National Government of Republic of South Africa	T17319/1951 VNPTA	516.8885 Ha	516.8885 Ha	I-19476/2009CVNPTA I-12922/2012CPTA	None
Chewas 215 MT	No details	No details	262.9853 Ha	262.9853 Ha	I-19438/2000CVNPTA	None

All interested parties should take note that the office of the Regional Land Claims Commissioner, Limpopo has investigated this land claim. Any party that has an interest in the above-mentioned properties is hereby invited to submit in writing within 30 days of publication of this notice, any comment, and / or objection to this land claim to the Office of the Regional Land Claims Commissioner: Limpopo at the addresses set out below under **KRP No. 2128**

The Regional Land Claims Commissioner: Limpopo  
Private Bag X9552  
Polokwane  
0700

Submissions can also be hand delivered to:  
Koos Smith Buiding  
61 Biccard Street  
Polokwane  
0700

OR  
13<sup>TH</sup> -15<sup>TH</sup> Floor Thabakgolo Nedbank Building  
50 – 58 Landros Mare Street  
Polokwane, 0700

  
MR L.H. MAPHUTHA  
REGIONAL LAND CLAIMS COMMISSIONER  
DATE: 2024/02/05

## DEPARTMENT OF COMMUNICATIONS

NO. 4731

19 April 2024

**FILMS AND PUBLICATIONS ACT, 1996 (ACT NO. 65 OF 1996), AS AMENDED****NOTICE TO EXTEND THE REGISTRATION DEADLINE FOR DISTRIBUTORS AND EXHIBITORS THAT HAVE NOT REGISTERED WITH THE BOARD TO COMPLY WITH THE PROVISIONS OF SECTION 18(1) READ WITH SECTION 24A OF THE FILMS AND PUBLICATIONS ACT, 1996 (ACT NO. 65 OF 1996), AS AMENDED**

1. On 16 February 2024, the Chief Executive Officer of the Film and Publication Board (FPB) published a notice in terms of section 18(1) and read with section 24A of the Films and Publications Act, 1996 (the Act), as amended.
2. The notice required that any person who distributes or exhibits any film or game in the Republic without first being registered with the Board must comply with the provisions of section 18(1) of the Act within 30 days of publication of such notice (**i.e by no later than Wednesday, 3 April 2024**).
3. The Film and Publication Board hereby extends the registration deadline for distributors and exhibitors that have not registered with the Board **to register by no later than Thursday, 16 May 2024** in order to comply with the provisions of section 18(1) of the Act.

**Details on registration as a distributor**

4. Further details on registration as a distributor or exhibitor of films and games can be obtained on the FPB website [www.fpb.org.za](http://www.fpb.org.za) / [clientsupport@fpb.org.za](mailto:clientsupport@fpb.org.za) / 012 003 1400.



**DR MASHILO BOLOKA**  
**CHIEF EXECUTIVE OFFICER**  
**FILM AND PUBLICATION BOARD**  
Date: 20 March 2024

**DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT**

NO. 4732

19 April 2024

**NATIONAL ENVIRONMENTAL MANAGEMENT ACT, 1998 (ACT NO. 107 OF 1998)****CONSULTATION ON THE INTENTION TO ADOPT A SUBSTATION EXCLUSION NORM AND TO EXCLUDE THE DEVELOPMENT AND EXPANSION OF TRANSMISSION AND DISTRIBUTION SUBSTATIONS FROM THE REQUIREMENT TO OBTAIN AN ENVIRONMENTAL AUTHORISATION**

I, Barbara Dallas Creecy, Minister of Forestry, Fisheries and the Environment, hereby consult on my intention to adopt the Norm for the Exclusion of Identified Activities Associated with the Development and Expansion of Transmission and Distribution Substations in Areas of Low or Medium Environmental Sensitivity, in terms of section 24(10) of the National Environmental Management Act, 1998 (Act No. 107 of 1998) and to exclude, in terms of section 24(2)(d) of the National Environmental Management Act, 1998 (Act No. 107 of 1998) activities identified in terms section 24(2)(a) and (b) of the National Environmental Management Act, 1998 (Act No. 107 of 1998), associated with the development and expansion of transmission and distribution substations, from the requirement to obtain environmental authorisation, based on compliance with the Norm. The requirements of any other relevant legislation remain applicable.

Section 24(2)(c),(d) and (e) of the National Environmental Management Act, 1998 (Act No. 107 of 1998) provides for the Minister, or MEC in concurrence with the Minister, to identify activities and geographical areas within which identified activities may be excluded from the requirement to obtain environmental authorisation, while section 24(2)(d) specifically provides the ability to exclude activities based on compliance with prescribed norms or standards, the development of which is provided for in section 24(10) of the National Environmental Management Act, 1998 (Act No. 107 of 1998).

This Norm entitled "Norm for the Exclusion of Identified Activities Associated with the Development and Expansion of Transmission and Distribution Substations in Areas of Low or Medium Environmental Sensitivity" will be applicable to the activities identified in the Schedule and in areas verified to be of low or medium environmental sensitivity on the national web based environmental screening tool and for associated linear infrastructure, in areas of high or very high environmental sensitivity under certain conditions.

The national web based environmental screening tool has been developed based on information gathered through two strategic environmental assessments related to overhead transmission and distribution infrastructure, as well as three strategic environmental assessments that were undertaken for renewable energy generation technology and a further strategic environmental assessment undertaken for gas infrastructure. The experience gained and information generated from these strategic environmental assessments as well as the collation of information generated by other national departments and state owned entities. This screening tool provides guidance on environmental sensitivities of a specific geographical location or site related to various identified environmental themes. Environmental sensitivities are rated as "very high", "high", "medium" or "low".

Members of the public are invited to submit written comments or input, within 30 days from the date of the publication of this Notice in the *Government Gazette*, to any of the following addresses:

By post to: Department of Forestry, Fisheries and the Environment  
The Director-General  
Attention: Dr Dee Fischer  
Private Bag X447  
**PRETORIA**  
0001

By hand at: Reception, Environment House, 473 Steve Biko Road, Arcadia, Pretoria.  
By e-mail: [dfischer@dffe.gov.za](mailto:dfischer@dffe.gov.za)

Any inquiries in connection with the Notice can be directed to Dr Dee Fischer by phone at 012 399 8843 or by mail at [dfischer@dffe.gov.za](mailto:dfischer@dffe.gov.za).

Comments or input received after the closing date may not be considered.

A hard copy of any document associated with this Notice may be requested from Ms M Masondo at tel: 012 399 9277, email: [mmasondo@dffe.gov.za](mailto:mmasondo@dffe.gov.za) or collected at Environment House, 473 Steve Biko Road, Arcadia, Pretoria. The documents can be downloaded from the Department's website at [https://www.dffe.gov.za/projectprogrammes/environmental\\_management\\_instruments](https://www.dffe.gov.za/projectprogrammes/environmental_management_instruments) and the Government Notice can be downloaded from the Department's website at [https://www.dffe.gov.za/legislation/gazetted\\_notices](https://www.dffe.gov.za/legislation/gazetted_notices).

The Department of Forestry, Fisheries and the Environment complies with the Protection of Personal Information Act, 2013 (Act No. 4 of 2013). Comments received and responses thereto are collated into a comments and response report which will be made available to the public as part of the consultation process. If a commenting party has any objection to his or her name, or the name of the represented company/ organisation, being made publicly available in the comments and responses report, such objection should be highlighted in bold as part of the comments submitted in response to this Government Notice.



**BARBARA DALLAS CREECY**  
**MINISTER OF FORESTRY, FISHERIES AND THE ENVIRONMENT**

## SCHEDULE

### **NORM FOR THE EXCLUSION OF IDENTIFIED ACTIVITIES ASSOCIATED WITH THE DEVELOPMENT AND EXPANSION OF TRANSMISSION AND DISTRIBUTION SUBSTATIONS IN AREAS OF LOW OR MEDIUM ENVIRONMENTAL SENSITIVITY**

#### **1. Definitions**

In this Schedule a word defined in the National Environmental Management Act, 1998 (Act No. 107 of 1998) or the Environmental Impact Assessment Regulations, 2014, as amended has the same meaning, and unless the context indicates otherwise —

“competent authority” means the organ of state that would have been designated by section 24C of the Act with considering an application for an environmental authorisation in respect of a listed or specified activity;

“corridor” means a belt of land linking two locations, in which a final servitude may be registered and within which linear infrastructure integral to the substation is proposed;

“developer” means a proponent that has successfully registered activities in terms of the Norm for the Exclusion of Identified Activities Associated with the Development and Expansion of Transmission and Distribution Substations in Areas of Low or Medium Environmental Sensitivity;

“environmental scientist” means a person registered under the Natural Scientific Professions Act (Act No. 27 of 2003) by the South African Council of Natural Scientific Professions under a specific field of practice;

“footprint” means the area on which the transmission or distribution substation and associated structures or infrastructure is proposed to be located, including any relevant buffer, but excluding a corridor;

“Generic EMPr” means the Generic Environmental Management Programme for the Development and Expansion of Substation Infrastructure for the Transmission and Distribution of Electricity, published under Government Notice No. R. 435 in *Government Gazette* No. 42323 of 22 March 2019, as amended from time to time;

“linear infrastructure” is characterised by its generally linear spatial form and in the context of this Norm such linear infrastructure must provide either services or access to the proposed facility and must form an integral part of the proposed facility but excludes transmission or distribution power lines;

“Listing Notice 1” means the Environmental Impact Assessment Regulations Listing Notice 1 of 2014 published under Government Notice No. R. 983 in *Government Gazette* No. 38282 of 4 December 2014, as amended from time to time;

“Listing Notice 2” means the Environmental Impact Assessment Regulations Listing Notice 2 of 2014 published under Government Notice No. R. 984 in *Government Gazette* No. 38282 of 4 December 2014, as amended from time to time;

“pre-negotiation” means discussion prior to formal negotiation, which results in the signing of a letter of no-objection or a letter of agreement which documents an in-principal agreement that the corridor alignment may traverse the landowner’s property.

“proponent” means a person that submits a request for registration to undertake an activity contemplated in paragraph 3 of this Norm and is responsible for ensuring compliance with the conditions set in this Norm;

“screening tool” means the National Web Based Environmental Screening Tool which is accessible at <https://screening.environment.gov.za>;

“specialist” means a person who is skilled in a specific and restricted field and is registered under the Natural Scientific Professions Act (Act No. 27 of 2003) by the South African Council of Natural Scientific Professions under a specific field of practice;

“substation” means a site where switching and/or transformation equipment is installed, which could reduce the high voltage of electrical power transmission to that suitable for distribution or increase the voltage for transmission into the grid and which includes the land on which the installation and infrastructure is to be located;

“the Act” means the National Environmental Management Act, 1998 (Act No. 107 of 1998);

“the Appeals Regulations” means the National Appeals Regulations, 2014, published under Government Notice No. R. 993 in Government Gazette No. 38303 of 8 December 2014, as amended from time to time; and

“the EIA Regulations” means the Environmental Impact Assessment Regulations, 2014, published under Government Notice No. R. 982 in Government Gazette No. 38282 of 4 December 2014, as amended from time to time.

## **2. Scope of the Exclusion**

2.1. The activities contemplated in paragraph 3 of this Norm are excluded from the requirement to obtain an environmental authorisation–

- 2.1.1. where the activities have not yet been commenced with;
- 2.1.2. when the activities are proposed to be undertaken in areas of “low” or “medium” environmental sensitivity as identified by the screening tool for the following environmental themes:
  - 2.1.2.1. Agriculture;
  - 2.1.2.2. Aquatic biodiversity;
  - 2.1.2.3. Terrestrial biodiversity inclusive of flora and ecosystems;
  - 2.1.2.4. Avifauna species; and
  - 2.1.2.5. Plant species; and
- 2.1.3. when undertaken in compliance with the requirements contemplated in this paragraph and paragraphs 4 and 5, read with paragraphs 7 or 8 of this Norm;

- (a) with the exception of linear infrastructure which forms an integral part of the substation or expanded substation, which is located in a pre-negotiated corridor, which may be located in areas of “very high”, “high”, “medium” or “low” environmental sensitivity on condition that the requirements contained in paragraph 2.2 are complied with.

2.2. The exception of linear infrastructure contemplated in paragraph 2.1.(a) will only apply if–

- 2.2.1. the mitigation hierarchy has been applied to the pre-negotiated corridor and the environmental assessment practitioner or environmental scientist and specialists confirm in the site sensitivity verification report, that the proposed pre-negotiated corridor avoids areas of “very high” or “high” sensitivity, as far as practically possible;
- 2.2.2. through the site sensitivity verification, the relevant specialists identify areas within the corridor in which development is not permitted to take place due to environmental sensitivity and such areas are avoided;
- 2.2.3. no plant species of conservation concern is destroyed or removed and no breeding areas of species of conservation concern are impacted on;
- 2.2.4. through the site sensitivity verification, the relevant specialist identifies mitigation measures and confirms that these mitigation measures form part of the Generic EMPr or if not, that such mitigation measures are documented as Part C of the Generic EMPr and is attached as Appendix 6 to the registration form;
- 2.2.5. the relevant specialist confirms that any remaining environmental impact is acceptable after avoidance and mitigation; and
- 2.2.6. the environmental assessment practitioner or environmental scientist and relevant specialist confirm in the site sensitivity verification report that the necessary mitigation measures and areas where development is not permitted have been included and / or demarcated in the Generic EMPr.

2.3 With the exception of paragraph 2.1.1, where any of the requirements contemplated in this paragraph or paragraphs 4 and 5, read with paragraphs 7 or 8, cannot be met, this exclusion does not apply and the entire development or expansion is subject to the requirements of the EIA Regulations.

### 3. Activities

3.1. The activities which are the subject of this exclusion relate to the development or expansion of substations associated with electricity transmission and distribution and any associated activity identified in Listing Notice 1 or 2 necessary for the realisation of such facilities, including linear infrastructure but excluding distribution and transmission power line infrastructure.<sup>1</sup> The excluded activities for the development or expansion of substations, associated with electricity transmission and distribution, are the following:

3.1.1. Listing Notice 1:

3.1.1.1. Activity 11;

<sup>1</sup> Where distribution and transmission power line infrastructure is integral to the substation, the *Standard for the Development and Expansion of Electricity Transmission and Distribution Infrastructure* must be utilized should an exclusion be possible.



3.1.1.2. Activity 12(ii), only insofar as development or expansion occurs within a natural channel in which water flows regularly or intermittently;<sup>2</sup> and

3.1.1.3. Activity 47; and

3.1.2. Listing Notice 2:

3.1.2.1. Activity 9.

#### 4. Site Sensitivity Verification

4.1 A proponent must ensure that a site sensitivity verification inspection is undertaken for the environmental themes contemplated in paragraph 2.1.2 to confirm whether or not the environmental sensitivity of the footprint and corridor is as identified by the screening tool.

4.2 The site sensitivity verification report must be prepared by a registered environmental assessment practitioner or an environmental scientist and signed off by the relevant specialists, all of whom must meet the requirements of regulation 13(1) of the EIA Regulations, read in the context of this Norm.

4.3 It is advised that a buffer is identified around the footprint to allow for slight adjustments without the need to resubmit the request for registration contemplated in this Norm,<sup>3</sup> which buffer–

4.3.1 must be clearly indicated;

4.3.2 must envelope the footprint; and

4.3.3 must be subjected to the site sensitivity verification requirements of which the findings must confirm that it is in an area of low or medium environmental sensitivity.

4.4 A “very high” or “high” environmental sensitivity rating can be disputed by the relevant specialist provided that evidence and motivation to substantiate such a change of environmental sensitivity is provided.

4.5 The site sensitivity verification must be undertaken–

4.5.1 for the proposed footprint as well as the proposed corridor for linear infrastructure;

4.5.2 by specialists, with demonstrated expertise in the field for which they are undertaking the verification and where relevant, the taxonomic group of the species being considered; and

4.5.3 within the season which would be most relevant to identify the specific species or vegetation of interest.

4.6 The site sensitivity verification inspection must be a physical inspection,<sup>4</sup> which may be supplemented by utilising any desk top information available, including any fine scale data available from the provincial department responsible for the environment, provincial conservation authorities or the relevant municipality, where available.

4.7 Where additional information identified in paragraph 4.6 has been used in the verification process, this information is to be identified in the site sensitivity verification report.

4.8 For the plant species theme, the relevant specialist must confirm the presence, likely presence, or absence of a species of conservation concern within a footprint and corridor, where relevant, identified as “medium” sensitivity by the screening tool.<sup>5</sup>

<sup>2</sup> Where the activity relates to a watercourse the exclusion relates only to a natural channel in which water flows regularly or intermittently as defined in “watercourse”.

<sup>3</sup> A buffer around the linear infrastructure is not anticipated as the width of the corridor must allow for a buffer.

<sup>4</sup> The physical inspection must be undertaken in line with the guidance provided in the Environmental Assessment Guideline for Ecosystems available at <https://begis.sanbi.org/>.

<sup>5</sup> The site sensitivity verification to determine the presence or likely presence of SCC must be undertaken in accordance with the *Species Environmental Assessment Guidelines*.

- 4.9 Should a species of conservation concern be found on the footprint, where relevant or have been confirmed to be likely present, this exclusion will not apply and an application for an environmental authorisation must be submitted.
- 4.10 Should a species of conservation concern be found or have been confirmed to be likely present in the corridor, this exclusion applies under the conditions contemplated in paragraph 2.2.
- 4.11 The outcome of the site sensitivity verification must be recorded in the form of a site sensitivity report that confirms the "low" or "medium" environmental sensitivities as identified by the screening tool for the themes contemplated in paragraph 2.1.2 or disputes the "very high" or "high" environmental sensitivity for these themes and must include the relevant evidence.
- 4.12 The site sensitivity verification report must include verifiable evidence from the specialist's site sensitivity verification inspection, including as a minimum:
- 4.12.1 a map showing the specialist's GPS track in relation to the proposed footprint; and
  - 4.12.2 at least 4 spatially representative sample site descriptions from across the inspected area that include as a minimum precise geographical coordinates of the sample site, one in situ photograph of the sample site and a habitat description of the sample site; and
  - 4.12.3 a map identifying any areas within the corridor in which development is not permitted due to environmental sensitivity, where relevant.

## 5. Consultation

- 5.1 The environmental assessment practitioner or environmental scientist on behalf of the proponent must identify and consult with parties who may be affected by the proposed development or expansion, including as a minimum the following:
- 5.1.1 adjacent landowners and land occupiers;
  - 5.1.2 relevant conservation and biodiversity entities/agencies;
  - 5.1.3 relevant non-governmental organisations involved with ecology, including bird preservation;
  - 5.1.4 relevant tourist and farmers associations;
  - 5.1.5 the relevant heritage resources authority;<sup>6</sup> and
  - 5.1.6 the relevant local government authority.
- 5.2 The consultation process must as a minimum include the following:
- 5.2.1 notification of the proposed development including–
    - 5.2.1.1 details of the proponent;
    - 5.2.1.2 a detailed project description including the need and desirability of the proposed project;
    - 5.2.1.3 the location of the proposed facility including a map generated at an appropriate scale that displays the extent of the proposed facility in as much detail as possible, overlaid on the identified environmental sensitivities per theme;
  - 5.2.2 notification of where the site sensitivity verification report and Generic EMP<sub>r</sub> can be accessed; and
  - 5.2.3 a request for inputs and the timeframe in which inputs are to be submitted.

<sup>6</sup> Section 38 of the National Heritage Resources Act, 1999 (Act No. 25 of 1999) applies to developments and expansions contemplated in this Norm and the relevant heritage resources authority identified at the link provided must be contacted (<https://www.sahra.org.za/development-applications-unit/>).

## 6. Geographical extent of the exclusion

This exclusion applies where–

- (a) the footprint or expanded footprint of a proposed substation or expanded substation, including any associated activities contemplated in paragraph 3, is to occur entirely–
  - (i) in areas of “medium” or “low” environmental sensitivity as identified by the screening tool and confirmed to be such by the site sensitivity verification inspection for the environmental themes as identified in paragraph 2.1.2 or
  - (ii) in areas where the site sensitivity verification for a specific theme identifies that the “very high” or “high” sensitivity rating of the screening tool is in fact “medium” or “low” sensitivity;
- (b) the corridor occurs in areas of “very high”, “high”, “medium” or “low” sensitivity subject to compliance with the conditions set out in paragraph 2.2.

## 7. Registration

- 7.1 Prior to the commencement of the activities contemplated in paragraph 3 of this Norm, the proponent must request registration of the proposed development or expansion from the competent authority.
- 7.2 The following documents must be submitted for registration:
  - 7.2.1 a completed and signed request for registration form contemplated in Appendix A, prepared by an environmental assessment practitioner or environmental scientist;
  - 7.2.2 the final screening report for the footprint of the proposed development or expansion generated by the screening tool, to be attached as Appendix 1;
  - 7.2.3 the final site sensitivity verification report identified in paragraph 4.10, which responds to the inputs provided during the consultation process, to be attached as Appendix 2;
  - 7.2.4 the written consent of the landowner or person in control of the land constituting the footprint, to be attached as Appendix 3;
  - 7.2.5 confirmation of pre-negotiation with landowners for land within the corridor, to be attached as Appendix 4;
  - 7.2.6 a locality map showing the location of the footprint and corridor including any areas within the corridor where no development is permitted to take place, overlaid on the confirmed environmental sensitivities, to be attached as Appendix 7;
  - 7.2.7 where applicable, Part C of the Generic EMP, if any specific environmental sensitivity or attribute is identified which is not included in the pre-approved Generic EMP template, to be attached as Appendix 6;
  - 7.2.8 evidence of the consultation process followed as contemplated in paragraph 5, as well as tabulated responses to inputs received, to be attached as Appendix 5;
  - 7.2.9 the signed declaration of commitment by the proponent to implement the Generic EMP, as contemplated in Appendix 8; and
  - 7.2.10 the declaration of independence, curriculum vitae and professional affiliation registration certification of the EAP or environmental scientist and specialists to be attached as Appendices 9, 10 and 11 respectively.
- 7.3 Should the footprint or alignment of the linear infrastructure be amended where such amendment results in the footprint falling outside of the verified buffer,<sup>7</sup> or the alignment of the linear

<sup>7</sup> Where the footprint or alignment of the linear infrastructure is amended and remains within the buffer and corridor considered as part of the site sensitivity verification, re-registration is not required, the locality plan should merely be updated and kept on file at the site and displayed on the website of the developer.

infrastructure falling outside of the verified corridor, the requirements contemplated in paragraphs 2, 4, 5, 6 and 7 of this Norm are applicable and must be complied with.<sup>8</sup>

- 7.4 The registration of the development or expansion will expire if commencement does not occur within 6 years of the date on which the competent authority issued a registration number, in which case the process as identified in paragraphs 4, 5 and 7 of this Norm will apply afresh.

## 8. Re-registration

- 8.1 Re-registration of the substation or the expanded substation is required when there is a change of ownership of the substation or expanded substation for which the activities contemplated in paragraph 3 were excluded—
- 8.1.1 prior to construction; or
  - 8.1.2 prior to the completion of the construction; or
  - 8.1.3 after completion of the construction phase.<sup>9</sup>
- 8.2 In the case of a change of ownership of a registered substation or expanded substation the issued registration number is retained by the new owner.
- 8.3 In the case where the change of ownership occurs prior to the construction phase or the completion of the construction phase, within 30 days upon finalisation of the change of ownership, the new owner must submit a signed re-registration form contemplated in Appendix B and a signed declaration of commitment to implement the Generic EMP<sub>r</sub> contemplated in paragraph 7.2.9.
- 8.4 When the change of ownership occurs after the finalisation of the construction phase, within 30 days upon finalisation of the change of ownership, the new owner must submit a signed re-registration form contemplated in Appendix B to the competent authority to enable the change of ownership details.

## 9. Processing of registration

- 9.1 Within 10 days of receipt of the correctly completed request for registration form and supporting documentation described in paragraph 7, or the re-registration form described in paragraph 8, the competent authority must register the substation development or expansion.
- 9.2 If information is incomplete or missing from the registration request, the competent authority must notify the proponent within 10 days of the receipt of the registration documents of such shortcomings.
- 9.3 On receiving the registration number, the holder must notify within 7 days, those parties consulted as contemplated in paragraph 5.1 that the registration number has been issued.
- 9.4 The holder must provide written notice to the compliance monitoring unit within the competent authority at least 14 days prior to the date on which the first of the activities contemplated in the scope of this Norm, including site preparation, will commence, in order to facilitate compliance inspections.
- 9.5 The competent authority must keep a register of all exclusions registered or re-registered in terms of this Norm and must make the information available on the website of the competent authority, which register must include, as a minimum:
- 9.5.1 the location of the substation or substation expansions excluded;
  - 9.5.2 the name of the registered holder;

<sup>8</sup> It is not intended that the site sensitivity verification and the site sensitivity verification report are to be undertaken or prepared for the entire footprint, but only for the area of the footprint that has been amended and which has not yet been verified.

<sup>9</sup> The re-registration in this case is required to ensure that infrastructure is registered in the name of the new owner or to provide a registration number for any part of the facility which is transferred to a new owner and is now a separate unit.

- 9.5.3 the date of registration; and
- 9.5.4 the location at which the registration documents can be accessed.<sup>10</sup>

## 10. General

- 10.1 The provisions of the Appeal Regulations are applicable to any registration issued in terms of this Norm.
- 10.2 Any amendments required to be made to Part C of the Generic EMPr during the construction phase must be prepared by an environmental assessment practitioner or environmental scientist and signed off by the relevant specialist.
- 10.3 Registration or re-registration documents and the Generic EMPr as well as any amendments to Part C of the Generic EMPr must be available at the registered substation location or office of the developer and on the website of the developer.
- 10.4 Non-compliance with this Norm constitutes an offence in terms of section 49A(1)(b) of the Act.

## 11. Transitional Arrangements

- 11.1. An application for environmental authorisation for activities contemplated in paragraph 3 of this Norm submitted in terms of the EIA Regulations, which is pending on the date of coming into effect of this Notice, must be finalised in accordance with the procedures of the EIA Regulations, or may be withdrawn.
- 11.2. A site sensitivity verification undertaken as part of an application for an environmental authorisation within a period of 6 years preceding the submission of a request to register in terms of this Norm, and which meets the requirements set out in this Norm, including supporting evidence, may be used to support a registration request submitted in terms of this Norm.
- 11.3. An environmental authorisation issued for a development or expansion contemplated in this Norm remains valid and are subject to the requirements of the EIA Regulations.

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<sup>10</sup> This could be in the library of the competent authority, the registered holder's offices or at the site if construction has commenced or has been finalised.

## APPENDIX A – REGISTRATION FORM

Registration form to request registration in terms of the “*Norm for the Exclusion of Identified Activities Associated with the Development and Expansion of Transmission and Distribution Substations in Areas of Low or Medium Environmental Sensitivity*” as required by paragraph 7 of the Norm.

FOR OFFICE USE ONLY	
Date of receipt of the registration form	
Registration number	

**PROJECT TITLE (This must include local municipality and/or district municipality and province)**

1. This form must always be used when requesting registration in terms of the “*Norm for the Exclusion of Identified Activities Associated with the Development and Expansion of Transmission and Distribution Substations in Areas of Low or Medium Environmental Sensitivity*”. Registration in terms of this Norm allows for the exclusion from the requirement to obtain an environmental authorisation from the competent authority for listed and specified activities identified in paragraph 3 of the Norm.
2. All fields must be completed in full. The submission of incomplete information will lead to the registration being returned for inclusion of the missing information as contemplated in paragraph 9.2.
3. The required information must be typed within the spaces provided in the form. The sizes of the spaces provided are not necessarily indicative of the amount of information to be provided. Spaces are provided in tabular format and will extend automatically when each space is filled with typing. A legible font type and size must be used when completing the form. The font size should not be smaller than 10pt (e.g., Arial 10).
4. Unless protected by law, all information contained in and attached to this registration form, will become public information on receipt by the competent authority other than personal information of landowner/s.
5. Please note that where the competent authority is the national department responsible for the environment, this form must be copied to the relevant provincial environmental department(s) for their information.
6. Where the provincial environmental department is the competent authority, this form must be copied to the national department responsible for the environment at [Norm\\_Standard@dfre.gov.za](mailto:Norm_Standard@dfre.gov.za).
7. Maps must be produced using the Hartebeesthoek94 WGS84 coordinate system. Spatial data in shape file (.shp) format with associated metadata, packaged as a ZIP file (.zip), must be included in the supporting documentation. This must be provided electronically (in the form of a USB).

Departmental Details (example provided is for the national competent authority, where the provincial department is the competent authority, the details hereunder should be changed as relevant):

Online submission only:  
(<https://sfiler.environment.gov.za:8443/>).

Click <https://www.dffe.gov.za/documents/forms/legal> for guidance document which must be complied with in order to upload/submit files to this Competent Authority.

**Physical address:**

Department of Forestry, Fisheries and the Environment  
Attention: Chief Director: Integrated Environmental Authorisations  
Environment House  
473 Steve Biko Road  
Arcadia

For submission enquiries: Contact the Directorate: IEA Strategic Support, Coordination and Reporting at:

Email: [EIApplications@dffe.gov.za](mailto:EIApplications@dffe.gov.za)

For EIA related implementation queries:

Email: [EIAdmin@dffe.gov.za](mailto:EIAdmin@dffe.gov.za)

For EIA related interpretation queries in terms of the Listed Activities:

Email: [IQ@dffe.gov.za](mailto:IQ@dffe.gov.za)

## COMPETENT AUTHORITY

Identified competent authority to consider the request for registration:	
Reason(s) in terms of section 24C of NEMA <sup>11</sup> :	

## DETAILS OF THE PROPONENT

**All notifications regarding the registration will be sent to the proponent using the details provided in this section.**

Title	Choose a title.
Name of the Proponent	Click or tap here to enter text.
Surname of the Proponent	Click or tap here to enter text.
Name of contact person for Proponent (name and surname) (if other)	Click or tap here to enter text.
Company/ Trading name (if any)	Click or tap here to enter text.
Company Registration Number	Click or tap here to enter text.
Physical address	Click or tap here to enter text.

<sup>11</sup> National Environmental Management Act, 1998 (Act No. 107 of 1998) (NEMA).

Postal address	Click or tap here to enter text.
Postal code	Click or tap here to enter text.
Telephone	Click or tap here to enter text.
Cellphone	Click or tap here to enter text.
E-mail	Click or tap here to enter text.

**ENVIRONMENTAL ASSESSMENT PRACTITIONER OR ENVIRONMENTAL SCIENTIST INFORMATION**

Company of Environmental Assessment Practitioner (EAP) or environmental scientist (ES):  
 EAP or ES's name:  
 EAP or ES's qualifications:  
 Professional affiliation/registration<sup>12</sup>:  
 Physical address:  
 Postal address:  
 Postal code:  
 Telephone:  
 E-mail:

		Cell:

The appointed EAP/ES and relevant specialists must meet the requirements of regulation 13(1) of the EIA Regulations<sup>13</sup> as if it applies in the context of this Norm and must sign the declaration of independence included as Appendix 9 The declaration which must be sworn under oath must affirm that all the information submitted for the purposes of the registration is true and correct. A separate declaration by the relevant EAP/ES and each specialist is required. The Curriculum Vitae of the EAP/ES and specialists must be included as Appendix 10 and the professional affiliation/registration certificate is to be included as Appendix 11.

**PROJECT INFORMATION AND MAPS**

Please provide a **detailed** description of the project including the associated infrastructure which must include the following:

- preliminary technology to be used; and
- any associated structures or infrastructure.

<sup>12</sup> A copy of the actual professional registration or confirmation of affiliation must be attached.  
<sup>13</sup> The Environmental Impact Assessment Regulations, 2014, published under Government Notice No. R. 982 in Government Gazette No. 38282 of 4 December 2014, as amended from time to time.



A copy of the final screening report generated by the screening tool (which includes the coordinates of the farm portions), which identifies the site, the footprint of the substation or expanded substation and the corridor in which the linear infrastructure, where relevant, will be developed must be included as Appendix 1 of the registration form.

A copy of the final site sensitivity verification report must be included as Appendix 2 of the registration form.

A locality map must be included as Appendix 7 of the registration form. The map must include the following:

- the project site;
- the footprint identifying the buffer of the proposed substation or expanded substation, overlaid on the identified site sensitivities, including but not limited to vegetation, critical biodiversity area/s, world heritage site, etc.;
- road names or numbers of all the major roads as well as the roads that provide access to the site(s);
- a north arrow;
- a legend;
- a scale bar; and
- GPS co-ordinates of the proposed substation or expanded substation infrastructure including, amongst others, the access road where relevant.

Accompanying spatial data must be submitted electronically in shape file format (.shp) files with associated metadata, packaged as a ZIP file (.zip).

## SITE DESCRIPTION

Provide a detailed description of the site involved in the registration.

Province/s	
District Municipality/ies	
Local Municipality/ies	
Ward number/s	
Nearest town/s	
Farm name/s and number/s	
Portion number/s	

## LIST OF APPENDICES TO BE POPULATED

		SUBMITTED	
APPENDIX 1	Final screening report	YES	NO
APPENDIX 2	Final site sensitivity verification report	YES	NO

APPENDIX 3	Landowner consent letter	YES	NO
APPENDIX 4	Confirmation of pre-negotiation	YES	NO
APPENDIX 5	Evidence of consultation	YES	NO
APPENDIX 6	Final Generic environmental management programme – Part C (if applicable)	YES	NO
APPENDIX 7	Locality map	YES	NO
APPENDIX 8	Declaration of commitment by the proponent to implement the Generic Environmental Management Programme	YES	NO
APPENDIX 9	Declaration of independence of each environmental assessment practitioner/environmental scientist and specialists	YES	NO
APPENDIX 10	Curriculum vitae of each environmental assessment practitioner/environmental scientist and specialists	YES	NO
APPENDIX 11	Professional affiliation/registration certification of each environmental assessment practitioner/environmental scientist and specialists	YES	NO

## APPENDIX B – RE-REGISTRATION FORM

Form to request re-registration in terms of the “*Norm for the Exclusion of Identified Activities Associated with the Development and Expansion of Transmission and Distribution Substations in Areas of Low or Medium Environmental Sensitivity*” as required in terms of paragraph 8 of this Norm where there is a change of ownership-

- prior to construction;
- prior to the completion of the construction; or
- after completion of the construction phase.

**PROJECT TITLE (This must include local municipality and/or district municipality and province)**

### FOR OFFICE USE ONLY

Date of receipt of the re-registration form	
---------------------------------------------	--

1. This form must always be used when requesting re-registration in terms of the “*Norm for the Exclusion of Identified Activities Associated with the Development and Expansion of Transmission and Distribution Substations in Areas of Low or Medium Environmental Sensitivity*”. Re-registration in terms of this Norm allows for the exclusion from the requirement to obtain an environmental authorisation from the competent authority for listed and specified activities identified in paragraph 3 of the Norm.
2. All fields must be completed in full. The submission of incomplete information will lead to the re-registration being returned for inclusion of the missing information as contemplated in paragraph 9.2.
3. The required information must be typed within the spaces provided in the form. The sizes of the spaces provided are not necessarily indicative of the amount of information to be provided. Spaces are provided in tabular format and will extend automatically when each space is filled with typing. A legible font type and size must be used when completing the form. The font size should not be smaller than 10pt (e.g., Arial 10).
4. Unless protected by law, all information contained in and attached to this re-registration form, will become public information on receipt by the competent authority other than the personal information of the landowner/s.
5. Please note that where the competent authority is the national department responsible for the environment, this form must be copied to the relevant provincial environmental department(s) for their information.
6. Where the provincial environmental department is the competent authority, this form must be copied to the national department responsible for the environment at [Norm\\_Standard@dfre.gov.za](mailto:Norm_Standard@dfre.gov.za).

**Departmental Details (example provided is for the national competent authority, where the provincial department is the competent authority, the details hereunder should be changed as relevant):**

Online submission only:

(<https://sfiler.environment.gov.za:8443/>).

Click <https://www.dffe.gov.za/documents/forms/legal> for guidance document which must be complied with in order to upload/submit files to this Competent Authority.

**Physical address:**

Department of Forestry, Fisheries and the Environment  
Attention: Chief Director: Integrated Environmental Authorisations  
Environment House  
473 Steve Biko Road  
Arcadia

For submission enquiries: Contact the Directorate: IEA Strategic Support, Coordination and Reporting at:

Email: [EIApplications@dffe.gov.za](mailto:EIApplications@dffe.gov.za)

For EIA related implementation queries:

Email: [EIAdmin@dffe.gov.za](mailto:EIAdmin@dffe.gov.za)

For EIA related interpretation queries in terms of the Listed Activities:

Email: [IQ@dffe.gov.za](mailto:IQ@dffe.gov.za)

**COMPETENT AUTHORITY**

Identified competent authority to consider the application:	
Reason(s) in terms of section 24C of NEMA <sup>14</sup> :	

**PROJECT DETAILS**

Existing Project Name	
-----------------------	--

Existing Registration number <sup>15</sup>	
--------------------------------------------	--

**DETAILS OF THE EXISTING REGISTERED DEVELOPER**

<sup>14</sup> National Environmental Management Act, 1998 (Act No. 107 of 1998) (NEMA).

<sup>15</sup> In the case of a change of ownership the existing registration number is maintained.

**Information regarding the re-registration will be sent to the existing registered developer using the details provided in this section.**

Title	Choose a title.
Name of the existing registered developer	Click or tap here to enter text.
Surname of the existing registered developer	Click or tap here to enter text.
Name of contact person for existing registered developer (name and surname) (if other)	Click or tap here to enter text.
Company/ Trading name (if any)	Click or tap here to enter text.
Company Registration Number	Click or tap here to enter text.
Physical address	Click or tap here to enter text.
Postal address	Click or tap here to enter text.
Postal code	Click or tap here to enter text.
Telephone	Click or tap here to enter text.
Cellphone	Click or tap here to enter text.
E-mail	Click or tap here to enter text.

#### **DETAILS OF THE NEW OWNER**

**Information regarding the re-registration will be sent to the new owner using the details provided in this section.**

Title	Choose a title.
Name of the new owner	Click or tap here to enter text.
Surname of the new owner	Click or tap here to enter text.
Name of contact person for new owner (name and surname) (if other)	Click or tap here to enter text.
Company/ Trading name (if any)	Click or tap here to enter text.
Company Registration Number	Click or tap here to enter text.
Physical address	Click or tap here to enter text.
Postal address	Click or tap here to enter text.
Postal code	Click or tap here to enter text.
Telephone	Click or tap here to enter text.
Cellphone	Click or tap here to enter text.
E-mail	Click or tap here to enter text.

#### **DETAILS OF THE DEVELOPMENT AND ASSOCIATED INFRASTRUCTURE REGISTERED**

Provide details of the existing registered development	
--------------------------------------------------------	--

A locality map of the existing registered development or expansion be attached as Appendix 7 of the registration form. The map must include the following:

- the project site;
- the layout of the proposed substation or expanded substation;
- footprint of the proposed substation or expanded substation and any relevant corridor in which the linear infrastructure is to be developed;
- road names or numbers of all the major roads as well as the roads that provide access to the site(s);
- a north arrow;
- a legend;
- a scale bar; and
- the GPS co-ordinates of the footprint of the proposed substation or expanded substation and the routing of the linear infrastructure where relevant, including the access road where relevant; and
- the facilities and infrastructure including the GPS co-ordinates of the facilities and/or infrastructure for which a change of ownership is being requested.

#### LIST OF APPENDICES TO BE POPULATED

		SUBMITTED	
APPENDIX 6	Final Generic Environmental Management Programme – Part C (if applicable)	YES	NO
APPENDIX 7	Locality map		
APPENDIX 8	Declaration of commitment by the proponent/developer/new owner to implement the Generic Environmental Management Programme	YES	NO
APPENDIX 9	Declaration of independence of each environmental assessment practitioner/environmental scientist or environmental specialist	YES	NO
APPENDIX 10	Curriculum vitae of each environmental assessment practitioner/environmental scientist and specialists	YES	NO
APPENDIX 11	Professional affiliation/registration certification of each environmental assessment practitioner/environmental scientist and specialists	YES	NO

**APPENDIX 1:**  
**FINAL SCREENING REPORT**

**APPENDIX 2:**  
**FINAL SITE SENSITIVITY VERIFICATION REPORT**



**APPENDIX 3:**  
**LANDOWNERS CONSENT LETTER**

**APPENDIX 4:**  
**CONFIRMATION OF PRE-NEGOTIATION**

**APPENDIX 5:**  
**EVIDENCE OF CONSULTATION**

**APPENDIX 6:**  
**FINAL GENERIC ENVIRONMENTAL MANAGEMENT PROGRAMME – PART C (if applicable)**

**APPENDIX 7:  
LOCALITY MAP**

**APPENDIX 8:****DECLARATION OF COMMITMENT BY THE PROPONENT/DEVELOPER/NEW OWNER TO IMPLEMENT THE GENERIC ENVIRONMENTAL MANAGEMENT PROGRAMME (EMPr)**

I, \_\_\_\_\_ hereby declare that:

- I am the proponent/developer/new owner in this registration;
- I have appointed an environmental assessment practitioner (EAP) or environmental scientist (ES) to act as the independent EAP/ES for the registration/re-registration with the *Norm for the Exclusion of Identified Activities Associated with the Development and Expansion of Transmission and Distribution Substations in Areas of Low or Medium Environmental Sensitivity*;
- I have taken all reasonable steps to verify whether the EAP/ES and specialists appointed are independent and have relevant expertise, including knowledge of the Act<sup>16</sup> and any guidelines that have relevance to the proposed activity;
- I have provided the EAP/ES and specialists with access to all information at my disposal that is relevant to the registration;
- I am responsible for implementing the Generic EMPr;
- I am responsible for the costs incurred in complying with the Generic EMPr, including but not limited to –
  - costs incurred in connection with the appointment of the EAP/ES or any person contracted by the EAP/ES;
  - costs incurred in respect of the undertaking of any process required in terms of the Generic EMPr; and
  - costs associated with implementing the avoidance and mitigation measured contained in the Generic EMPr;
- I will perform all obligations as expected from a proponent/developer in terms of the Generic EMPr;
- I have read the completed registration/re-registration form and supporting documents and hereby confirm that the information provided is, to the best of my knowledge, true and correct;
- All the particulars furnished by me in this form are true and correct;
- I have not commenced with the project as described in the registration form and will not commence until a registration number has been received; or<sup>17</sup>
- I have not commenced with development or expansion of any substation or any of its associated infrastructure for which re-registration is required; and
- I am fully aware of my responsibilities in terms of the Act and failure to comply with these requirements may constitute an offence. I am aware of what constitutes an offence in terms of the Notice and that a person convicted of an offence is liable to the penalties as contemplated in section 49A(1)(b) of the Act.

<sup>16</sup> The National Environmental Management Act, 1998 (Act No. 107 of 1998)

<sup>17</sup> Delete whichever is not applicable.

<b>Proponent/developer (Name and Surname)</b> _____
<b>Name of Company (If Applicable)</b> _____
<b>Designation</b> _____
<b>Signature<sup>18</sup></b> _____
<b>Date</b> _____ <b>Place</b> _____

<sup>18</sup> This registration form must be signed by the proponent.

**APPENDIX 9:****DECLARATION OF INDEPENDENCE OF EACH ENVIRONMENTAL ASSESSMENT PRACTITIONER OR ENVIRONMENTAL SCIENTIST AND SPECIALIST****Declaration of environmental assessment practitioner (EAP) or environmental scientist (ES) and specialist**

I, \_\_\_\_\_, declare that –

- I act as the independent EAP/ES or specialist in the registration process in terms of this *Norm for the Exclusion of Identified Activities Associated with the Development and Expansion of Transmission and Distribution Substations in Areas of Low or Medium Environmental Sensitivity*;
- I have expertise in conducting environmental impact assessments and/or specialist assessment, including knowledge of the Act<sup>19</sup> and any guidelines that have relevance to the proposed activity and professional knowledge in the relevant environmental theme for which I am the specialist;
- I have complied with the Act, the *Norm for the Exclusion of Identified Activities Associated with the Development and Expansion of Transmission and Distribution Substations in Areas of Low or Medium Environmental Sensitivity* and all other applicable legislation;
- I have performed the work relating to the *Norm for the Exclusion of Identified Activities Associated with the Development and Expansion of Transmission and Distribution Substations in Areas of Low or Medium Environmental Sensitivity*, in an objective manner;
- I have taken into account, to the extent possible, the requirements of the *Norm for the Exclusion of Identified Activities Associated with the Development and Expansion of Transmission and Distribution Substations in Areas of Low or Medium Environmental Sensitivity* and matters listed in regulation 13(1) of the EIA Regulations, read in the context of the Norm, when preparing the reports relating to this registration process;
- I have disclosed to the proponent/developer all material information in my possession that reasonably has or may have the potential of influencing this registration process; and the objectivity of any site verification, report, plan or document to be prepared by myself to support the registration process, unless access to that information is protected by law, in which case, I have indicated that such information exists and will be provided to the competent authority as part of the registration process; and
- I have performed all obligations as expected from an environmental assessment practitioner/environmental scientist and specialist in terms of the registration process in terms of the *Norm for the Exclusion of Identified Activities Associated with the Development and Expansion of Transmission and Distribution Substations in Areas of Low or Medium Environmental Sensitivity*.

**Disclosure of vested interest (delete whichever is not applicable)**

- I do not have any vested interest (either business, financial, personal or other) in the proposed activity proceeding other than remuneration for work performed in terms of the *Norm for the Exclusion of Identified Activities Associated with the Development and Expansion of Transmission and Distribution Substations in Areas of Low or Medium Environmental Sensitivity*;

OR

<sup>19</sup> The National Environmental Management Act, 1998 (Act No. 107 of 1998)



- I have a vested interest in the proposed activity proceeding, such vested interest being:

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Signature of the environmental assessment practitioner or environmental scientist or specialist

Name of Company (if applicable)

Date

**APPENDIX 10:**  
**CURRICULUM VITAE OF EACH ENVIRONMENTAL ASSESSMENT PRACTITIONER OR ENVIRONMENTAL SCIENTIST AND SPECIALIST**

**APPENDIX 11:**

**PROFESSIONAL AFFILIATION/REGISTRATION CERTIFICATE OF EACH ENVIRONMENTAL  
ASSESSMENT PRACTITIONER OR ENVIRONMENTAL SCIENTIST AND SPECIALISTS**


## DEPARTMENT OF HEALTH

NO. 4733

19 April 2024

**PHARMACY ACT, 1974 (ACT NO. 53 OF 1974)**  
**REGULATIONS RELATING TO THE PRACTICE OF PHARMACY:**  
**AMENDMENT REGULATIONS, 2023**

The Minister of Health hereby, in consultation with the South African Pharmacy Council, in terms of section 49(1)(a) read with section 35A of the Pharmacy Amendment Act, 1974 (Act No. 88 of 1997), makes the regulations in the Schedule.

  
\_\_\_\_\_  
DR. M.J PHAAHLA, MP  
MINISTER OF HEALTH  
DATE 11/03/2024

## SCHEDULE

### GENERAL EXPLANATORY NOTE:

\_\_\_\_\_ Words underlined with a solid line indicate insertions in existing enactments.

### Definitions

1. In In these regulations any word or expression to which a meaning has been assigned in the Act has the meaning so assigned and, unless the context otherwise indicates—  
  
“**Regulations**” means the Regulations Relating to the Practice of Pharmacy, published under Government Notice No. R.1158 of 20 November 2000; and  
  
“**the Act**” means Pharmacy Act, 1974 (Act No. 53 of 1974).

### Amendment of regulation 1 of Regulations

2. Regulation 1 of the Regulations is hereby amended by—
  - (a) the substitution for the definition of “Act” of the following definition:  
  
“**Act**” means the Pharmacy Act, 1974 (Act 53 of 1974) and includes any proclamation, regulation, rule or order made under this Act.
  - (b) the substitution for the definition of “direct personal supervision” of the following definition:  
  
“ **‘direct personal supervision’** means guidance and support provided by a pharmacist whilst physically present in a pharmacy, and in accordance with rules relating to good pharmacy practice published in terms of section 35A(b) of the Act;”;

- (c) the substitution for the definition of “indirect personal supervision” of the following definition:

“ ‘indirect personal supervision’ means guidance and support provided by a pharmacist to pharmacy support personnel in a primary health care clinic or any other facility as approved by the council, and in accordance with rules relating to good pharmacy practice published in terms of section 35A(b) of the Act;”;

- (d) the insertion after the definition of “indirect personal supervision” of the following definition:

“ ‘in-service training’ means the training undertaken by a pharmacist’s assistant (learner basic) or pharmacist’s assistant (learner post-basic) under the direct personal supervision of a tutor at a pharmacy approved by the council for purposes of such training;”;

- (e) the substitution for the definition of “pharmacist’s assistant” of the following definition:

“ ‘pharmacist’s assistant’ means a natural person registered in one of the following categories:

- (a) pharmacist’s assistant (learner basic);
- (b) pharmacist’s assistant (basic);
- (c) pharmacist’s assistant (learner post-basic);
- (d) pharmacist’s assistant (post-basic);
- (e) pharmacy technician (learner)
- (f) pharmacy technician (student);
- (g) pharmacy technician (trainee);
- (h) pharmacy technician;
- (i) pharmacy student;’

which constitute the various categories of pharmacy support personnel registered as such in terms of the Act’;

- (f) the insertion after the definition of “pharmacy student” of the following definitions:
- “ ‘pharmacy technician’ means a natural person registered as such in terms of the Act;
- ‘pharmacy technician (learner)’ means a natural person registered as such in terms of the Act;
- ‘pharmacy technician (student)’ means a natural person registered as such in terms of the Act;
- ‘pharmacy technician (trainee)’ means a natural person registered as such in terms of the Act;”
- (g) the substitution for the definition of “primary care drug therapy” of the following definition:
- “ ‘primary care drug therapy’ means diagnosing a health need, prescribing and supplying of medicine to meet the health need of a patient or group of patients or, where necessary, the referral to another health care professional by a pharmacist who has received the necessary authorisation from the council and is the holder of a permit issued in terms of the Medicines Act;”;
- (h) the insertion after the definition of “private health facility” of the following definition:
- “ ‘provider’ means any person or institution approved by and registered with the council in terms of the Act to provide education and training approved by the council for purposes of:
- (a) registration as a pharmacist;
  - (b) registration as a pharmacist’s assistant (basic), pharmacist’s assistant (post-basic) or pharmacy technician;
  - (c) registration of a speciality;

- (d) continuing professional development;
  - (e) supplementary training; or
  - (f) a course determined by the council in terms of the Medicines Act;”;
- (i) the deletion of the definition of “qualification in pharmacy” after the definition of “public health facility”
- (j) the insertion after the definition of “sell” of the following definitions:
- “ ‘**traineeship**’ means practical training, as determined by the council from time to time, undertaken by a pharmacy technician (trainee) in terms of a contract under the direct personal supervision of a tutor in a pharmacy approved by the council in terms of the Act for purposes of such training;”;
- “ ‘**tutor**’ means a pharmacist registered with the council as a tutor, to supervise the internship of a pharmacist intern, the traineeship of a pharmacy technician (trainee) or the in-service training of a pharmacist’s assistant (learner basic) or pharmacist’s assistant (learner post-basic);”; and
- (k) the insertion after the definition of “wholesale pharmacy” of the following definition:
- “ ‘**work-based training**’ means education and training undertaken by a pharmacist’s assistant (learner basic), pharmacist’s assistant (learner post-basic) or pharmacy technician (learner) in a pharmacy under the auspices of a provider, as part of an education and training programme approved by the council for purposes of registration as a pharmacist’s assistant (basic), pharmacist’s assistant (post-basic or pharmacy technician. ”.



**Substitution of regulation 2 of Regulations**

3. The Regulations are hereby amended by substitution of regulation 2 for the following:

**“2. Conditions under which services or acts must be provided or performed.—**

The services or acts pertaining to the scope of practice of natural persons registered in terms of the Act must be provided or performed in accordance with the Act and the Medicines Act.”

**Amendment of regulation 4**

4. Regulation 4 of the Regulations is hereby amended by the substitution for subregulation (1) of the following subregulation:

“(1) the acts specially pertaining to the profession of a pharmacist as prescribed in regulation 3

**Substitution of regulation 5 of Regulations**

5. The following regulation is hereby substituted for regulation 5 of the Regulations:

“5. Scope of practice of a pharmacist intern.— A pharmacist intern may for the purposes of education and training, provide or perform all of the services or acts pertaining to the scope of practice of a pharmacist under the direct personal supervision of a pharmacist in a pharmacy.

6. The following regulation is hereby substituted for regulation 6 of the Regulations:

“6. A pharmacist intern may provide or perform all of the services or acts pertaining to the scope of practice of a pharmacist's assistant registered in the category pharmacy technician under the direct personal supervision of a pharmacist.”.

### **Substitution of regulation 7 of Regulations**

7. The following regulation is hereby substituted for regulation 7 of the Regulations:

“7. **Scope of practice of a pharmacy student.—**

- (1) A pharmacy student who has successfully completed—
  - (a) the first year of an education and training programme approved by the council for purposes of registration as a pharmacist, and who is undergoing his or her second year of study, may perform services or acts pertaining to the scope of practice of a pharmacist's assistant (basic);
  - (b) the second year of an education and training programme approved by the council for purposes of registration as a pharmacist, and who is undergoing his or her third year of study, may perform services or acts pertaining to the scope of practice of a pharmacist's assistant (post-basic);
  - (c) the third or subsequent year of an education and training programme approved by the council for purposes of registration as a pharmacist, and who is undergoing his or her fourth or subsequent year of study, may perform services or acts pertaining to the scope of practice of a pharmacy technician.
- (2) The services or acts contemplated in subregulation (1) may only be performed under the direct personal supervision of a pharmacist in a pharmacy.”.

### Substitution of regulation 8 of Regulations

8. The following regulation is hereby substituted for regulation 8 of the Regulations:

8. (1) A pharmacy student may for purposes of education and training, and under the auspices of a provider approved by the council to offer education and training for purposes of registration as a pharmacist and with whom such student is enrolled, provide the services or perform the acts prescribed in regulations 3 and 4 under the direct personal supervision of a pharmacist in a pharmacy;
- (2) The services or acts referred to in subregulation 8(1) must be provided or performed in accordance with a programme developed by the provider and approved by the council in terms of the Act.

### Amendment of regulation 9 of Regulations

9. The following regulation is hereby substituted for regulation 9 of the Regulations:

9. **Pharmacist's assistants (basic).**—A pharmacist's assistant registered in the category pharmacist's assistant (basic) may perform the following services or acts under the direct personal supervision of a pharmacist in a pharmacy:
- (1) assist with the compounding, manipulation, or preparation of a non-sterile Schedule 1 to Schedule 4 medicine or scheduled substance according to a formula and standard operating procedures;
- (2) assist with the manufacturing of a non-sterile medicine or scheduled substance according to a formula and standard operating procedures;
- (3) the re-packaging of medicine;
- (4) the distribution and control of stock of Schedule 1 to Schedule 5 medicines or scheduled substances;

- (5) the provision of information to individuals in order to promote health;  
and
- (6) general housekeeping and administrative tasks”.

### **Substitution of regulation 10 of the Regulations**

10. The following regulation is hereby substituted for regulation 10 of the Regulations:

**“10. Pharmacist’s assistant (learner basic).—**

- (1) A pharmacist’s assistant (learner basic) who is registered with a provider of an education and training programme approved by the council for purposes of registration as a pharmacist’s assistant (basic) and who is undertaking in-service training, may provide the services or perform the acts prescribed in regulation 9 under the direct personal supervision of a pharmacist in a pharmacy.
- (2) A pharmacist’s assistant (learner basic) who is registered with a provider of an education and training programme approved by the council for purposes of registration as a pharmacy technician and who is undertaking work-based training, may provide the services or perform the acts prescribed in regulation 9 under the direct personal supervision of a pharmacist in a pharmacy.
- (3) The services or acts referred to in subregulations 10(1) and 10(2) must be provided or performed in accordance with a programme developed by the provider and approved by the council in terms of the Act.”

### **Substitution of regulation 11 of Regulations**

11. The following regulation is hereby substituted for regulation 11 of the Regulations:

**11. Pharmacist’s assistant (post-basic).—**A pharmacist’s assistant registered in the category pharmacist’s assistant (post-basic) may perform the following

services or acts under the direct personal supervision of a pharmacist in a pharmacy:

- (1) the sale of Schedule 1 and Schedule 2 medicines or scheduled substances;
- (2) assist with the compounding, manipulation or preparation of a non-sterile or sterile Schedule 1 to Schedule 4 medicine or scheduled substance according to a formula and standard operating procedures;
- (3) assist with the manufacturing of a non-sterile or sterile medicine or scheduled substance according to a formula and standard operating procedures;
- (4) the re-packaging of medicine;
- (5) the distribution and control of stock of Schedule 1 to Schedule 6 medicines or scheduled substances;
- (6) the ordering of medicines and scheduled substances up to and including Schedule 6 according to an instruction of a person authorised in terms of the Medicines Act to purchase or obtain such medicines or scheduled substance;
- (7) the reading and preparation of a prescription, the selection, manipulation or compounding of the medicine, the labelling and supply of the medicine in an appropriate container following the interpretation and evaluation of the prescription by a pharmacist;
- (8) the provision of instructions regarding the correct use of medicine supplied;
- (9) the provision of information to individuals in order to promote health;  
and
- (10) general housekeeping and administrative tasks”.

**Substitution of regulation 13 of the Regulations**

12. The following regulation is hereby substituted for regulation 13 of the Regulations:

**“13. Pharmacist’s assistant (learner post-basic).—**

(1) A pharmacist’s assistant (learner post-basic) who is registered with a provider of an education and training programme approved by the council for purposes of registration as a pharmacist’s assistant (post-basic) and who is undertaking in-service training, may provide the services or perform the acts prescribed in regulation 11 under the direct personal supervision of a pharmacist in a pharmacy.

(2) A pharmacist’s assistant (learner post-basic) who is registered with a provider of an education and training programme approved by the council for purposes of registration as a pharmacy technician and who is undertaking work-based training, may provide the services or perform the acts prescribed in regulation 11 under the direct personal supervision of a pharmacist in a pharmacy.

(3) The acts referred to in subregulations (1) and (2) must be provided or performed in accordance with a programme developed by the provider and approved by the council in terms of the Act.

(4) A pharmacist’s assistant (learner post-basic), may provide or perform all of the services or acts pertaining to the scope of practice of a pharmacist’s assistant (basic) under the direct personal supervision of a pharmacist in a pharmacy.”

**Insertion of regulations 13A to 13E in Regulations**

13. The following regulations are hereby inserted after regulation 13 of the Regulations:

“13A. Pharmacy technician.— A pharmacy technician registered in the category pharmacy technician may provide or perform the following services or acts under the direct personal supervision of a pharmacist in a pharmacy:

- (1) assist with the compounding, manipulation, or preparation of a non-sterile or sterile Schedule 1 to Schedule 6 medicine or scheduled substance, in accordance with the Medicines Act;
- (2) assist with the manufacturing of a non-sterile or sterile medicine or scheduled substance, including the start-up line clearance and opening of the line in accordance with standard operating procedures: Provided that the pharmacist has provided the necessary signed authorisation;
- (3) the packaging and re-packaging of medicine or scheduled substances, including the start-up line clearance and opening of the packaging line in accordance with standard operating procedures: Provided that the pharmacist has provided the necessary signed authorisation;
- (4) the sampling, or supervision of the sampling of medicines or scheduled substances in accordance with good manufacturing practice as determined in terms of the Medicines Act;
- (5) the checking of orders containing medicine and scheduled substances up to and including Schedule 6 in closed packs, prior to dispatch thereof, which have been picked by a pharmacist’s assistant: Provided that this function may only be performed in a manufacturing pharmacy, wholesale pharmacy or an institutional pharmacy;
- (6) the distribution and management of stock of Schedule 1 to Schedule 6 medicine or scheduled substances;

- (7) the ordering and receipt of a Schedule 6 medicine or scheduled substance: Provided that orders that contain a Schedule 5 and Schedule 6 medicine or scheduled substance are validated by a pharmacist;
- (8) the sale of a Schedule 1 and Schedule 2 medicine or scheduled substance without the prescription of an authorised prescriber: Provided that the supply of a Schedule 2 medicine or a scheduled substance takes place in consultation with a pharmacist;
- (9) the dispensing of Schedule 1 to Schedule 6 medicine or scheduled substances (i.e. the selection, manipulation or compounding of the medicine, the labelling and packing of the medicine in an appropriate container) on the prescription of an authorised prescriber: Provided that the pharmacist interprets and evaluates the prescription;
- (10) the provision of information to a patient, caregiver or the agent of a patient regarding the correct use of the medicine to optimise therapeutic outcomes;
- (11) general housekeeping and administrative tasks;
- (12) supervision of other pharmacist's assistants, as specified by the responsible pharmacist; and
- (13) the provision of technical support in the provision of screening tests: Provided that where an interpretation of results is required, this is done by a pharmacist.

**13B.** A pharmacy technician may provide or perform the following services or acts under the indirect personal supervision of a pharmacist:

- (1) the ordering of medicines and scheduled substances up to and including Schedule 6: Provided that orders that contain Schedule 6 are validated by a pharmacist;



- (2) the receipt and management of stock of Schedule 1 to Schedule 6 medicines or scheduled substances: Provided that orders received that contain Schedule 6 are validated by a pharmacist;
- (3) the receiving and screening of prescriptions for medicine which appear on the Essential Medicines List for primary health care or applicable formulary, and which is prescribed in accordance with Standard Treatment Guidelines;
- (4) the selection, manipulation or compounding of medicine prescribed and the labelling and packing of the medicine in an appropriate container;
- (5) the provision of information to a patient, caregiver or the agent of a patient about medicine dispensed;
- (6) the provision of information to a patient, caregiver or the agent of a patient about medicines which have been dispensed at a pharmacy and sent to the primary health care clinic or other facility as approved by council for supply to the patient or the patient's agent or caregiver;
- (7) the management of a dispensary or medicine room in a primary health care clinic in accordance with rules relating to good pharmacy practice published in terms of section 35A of the Act; and
- (8) general housekeeping and administrative tasks.

**13C Pharmacy technician (learner).—**

- (1) A pharmacy technician (learner) who is registered with a provider of an education and training programme approved by the council for purposes of registration as a pharmacy technician and who is undertaking work-based training, may provide the services or perform the acts prescribed in regulation 13A under the direct personal supervision of a pharmacist in a pharmacy.

- (2) The acts referred to in subregulation (1) must be provided or performed in accordance with a programme developed by the provider and approved by the council in terms of the Act.
- (3) A pharmacy technician (learner) may provide or perform all of the services or acts pertaining to the scope of practice of a pharmacist's assistant (post-basic) under the direct personal supervision of a pharmacist in a pharmacy.

**13D. Pharmacy technician (student)**

- (1) A pharmacy technician (student) may, for purposes of education and training, and under the auspices of a provider of an education and training programme approved by council for purposes of registration as a pharmacy technician, and with whom such student is enrolled, provide or perform all of the services or acts pertaining to the scope of practice of a pharmacy technician under the direct personal supervision of a pharmacist.
- (2) The services or acts referred to in subregulation (1) must be provided or performed in accordance with a programme developed by the provider and approved by the council in terms of the Act.
- (3) A pharmacy technician (student) may, after successful completion of the first year of study, provide or perform all of the services or acts pertaining to the scope of practice of a pharmacist's assistant (basic) under the direct personal supervision of a pharmacist in a pharmacy.

**13E. Pharmacy technician (trainee).—**

- (1) A pharmacy technician (trainee) may for purposes of education and training, provide or perform all of the services or acts pertaining to the scope of practice of a pharmacy technician under the direct personal supervision of a tutor.
- (2) The services or acts contemplated in subregulation (1) may only be performed by a pharmacy technician (trainee) as part of a traineeship.”
- (3) A pharmacy technician (trainee) may provide or perform all of the services or acts pertaining to the scope of practice of a pharmacist’s assistant registered in the category pharmacist’s assistant (post-basic) under the direct personal supervision of a pharmacist.”.

**Substitution of regulation 14 of the Regulations**

14. Regulation 14 is hereby amended by the substitution for regulation 14 of the following regulation:

**“14. Supervision of pharmacy support personnel and pharmacist interns.—**

- (1) A pharmacist may have a maximum of five pharmacy support personnel under his or her supervision: Provided that—
  - (a) a pharmacist has no more than three pharmacist’s assistants (learner basic), pharmacist’s assistants (learner post-basic), pharmacy technicians (learner), or pharmacy technicians (trainee) under direct personal supervision;
  - (b) a pharmacist who is a tutor to a pharmacist intern may have a maximum of four pharmacy support personnel under his or her supervision, of which only two may be pharmacist’s assistants (learner basic), pharmacist’s assistants (learner post-basic), pharmacy technicians (learner), or pharmacy technicians (trainee), and

- (2) A pharmacist who is a tutor to a pharmacist intern undergoing an internship at a provider of an education and training programme approved by the council for purposes of registration as a pharmacist, may act as tutor to a maximum of five such interns and no pharmacy support personnel;
- (3) a pharmacist may supervise a combination of pharmacy support personnel and interns in accordance with subregulations (1) and (2) or in accordance with guidelines as provided by council from time to time”.

**Short Title**

15. These Regulations are called Regulations Relating to the Practice of Pharmacy: Amendment, 2024.

## DEPARTMENT OF HEALTH

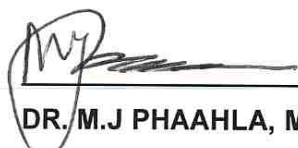
NO. 4734

19 April 2024

## PHARMACY ACT, 1974 (ACT NO. 53 OF 1974)

REGULATIONS RELATING TO THE REGISTRATION OF PERSONS AND THE  
MAINTENANCE OF REGISTERS: AMENDMENT REGULATIONS, 2024

The Minister of Health hereby, in consultation with the South African Pharmacy Council, in terms of section 49 of the Pharmacy Act, 1974 (Act No. 53 of 1974), made Regulations in the Schedule.



DR. M.J PHAAHLA, MP  
MINISTER OF HEALTH

DATE 02/04/2024

**GENERAL EXPLANATORY NOTE:**

Words underlined with a solid line indicate insertions in existing enactments.

**SCHEDULE****Definitions**

1. In these regulations any word or expression to which a meaning has been assigned in the Act has the meaning so assigned and, unless the context otherwise indicates—

**“Regulations”** means the Regulations Relating to the Registration of Persons and the Maintenance of Registers published under Government Notice No. 1160 of 20 November 2000; and

**“the Act”** means Pharmacy Act, 1974 (Act No. 53 of 1974).

**Amendment of regulation 1 of the Regulations**

2. Regulation 1 of the Regulations is hereby amended by—

- (a) the deletion of the definition of “certificate of qualification” after the definition of “certificate of approval”
- (b) the substitution for the definition of **“continuing professional development”** of the following definition:

**“continuing professional development”** means the process by which persons registered under this Act maintain and enhance their competence throughout their professional careers, and encompasses a range of activities including continuing education and supplementary training;”

- (c) the substitution for the definition of **“pharmacist’s assistant”** of the following definition:

**“pharmacist’s assistant”** means a natural person registered in one of the following categories:

- (a) pharmacist’s assistant (learner basic);  
(b) pharmacist’s assistant (basic);  
(c) pharmacist’s assistant (learner post-basic);  
(d) pharmacist’s assistant (post-basic);  
(e) pharmacy technician (learner);  
(f) pharmacy technician (student);  
(g) pharmacy technician (trainee);  
(h) pharmacy technician; or  
(i) pharmacy student;

which constitute the various categories of pharmacy support personnel registered as such in terms of the Act’;

- (d) the insertion after the definition of “**pharmacist’s assistant**” of the following definitions:

“**pharmacy technician**’ means a natural person registered as such in terms of the Act;

‘**pharmacy technician (learner)**’ means a natural person registered as such in terms of the Act;

‘**pharmacy technician (student)**’ means a natural person registered as such in terms of the Act;

‘**pharmacy technician (trainee)**’ means a natural person registered as such in terms of the Act;”;

- (e) the substitution for the definition of "**provider**" of the following definition:

“**provider**’ means any person or institution approved by and registered with the council in terms of the Act to provide education and training approved by the council for purposes of:

- (a) registration as a pharmacist;
- (b) registration as a pharmacist’s assistant (basic), pharmacist’s assistant (post-basic) or pharmacy technician;
- (c) registration of a speciality;
- (d) continuing professional development;
- (e) supplementary training; or
- (f) a course determined by the council in terms of the Medicines Act;”;

- (f) the deletion of the definition of “**qualification in pharmacy**” after the definition of provider;

- (g) the insertion after the definition of "**supplementary training**" of the following definition:

“**traineeship**” means practical training, as determined by the council from time to time, undertaken by a pharmacy technician (trainee) in terms of a contract, under the direct personal supervision of a tutor in a pharmacy approved by the council, for purposes of such training;”;

- (h) the substitution for the definition of "**tutor**" of the following definition:

“**tutor**” means a pharmacist registered with the council as a tutor, to supervise the internship of a pharmacist intern, the traineeship of a pharmacy technician (trainee) or the in-service training of a pharmacist’s assistant (learner basic) or pharmacist’s assistant (learner post-basic);”; and

- (j) the insertion after the definition of "**wholesale pharmacy**" of the following definition:

“**work-based training**’ means education and training undertaken by a pharmacist’s assistant (learner basic), pharmacist’s assistant (learner post-basic), or pharmacy technician (learner) in a pharmacy under the auspices of a provider, as part of an education and training programme approved by the council for purposes of registration as a pharmacist’s assistant (basic), pharmacist’s assistant (post-basic), or pharmacy technician.”.

### **Substitution of regulation 2 of the Regulations**

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

#### **"2. Categories of persons that may be registered**

For purposes of registration in terms of the Act, there shall be the following categories of persons—

- (a) Pharmacy student;
- (b) Pharmacist intern;
- (c) Pharmacist;
- (d) Specialist pharmacist;
- (e) Pharmacist’s assistant (learner basic);
- (f) Pharmacist’s assistant (basic);
- (g) Pharmacist’s assistant (learner post-basic);
- (h) Pharmacist’s assistant (post-basic);
- (i) Pharmacy technician (student);
- (j) Pharmacy technician (learner);
- (k) Pharmacy technician (trainee);
- (l) Pharmacy technician;
- (m) Pharmacy owner;
- (n) Responsible pharmacist;
- (o) Nominee;
- (p) Tutor;
- (q) Provider;
- (r) Assessor; and
- (s) Moderator;

who must be registered by council in registers kept for these categories.”.

### **Substitution of regulation 3 of the Regulations**

4. The following regulation is hereby substituted for regulation 3 of the Regulations:

#### **"Requirements and conditions for registration as pharmacy student**

3. Any person registered with a provider to undertake an education and training programme approved by the council for purposes of registration as a pharmacist,



must register with the council as a pharmacy student at the commencement of the first year of study: Provided that no person shall be registered as a pharmacy student with the council unless he or she complies with the provisions of regulation 4."

#### **Amendment of regulation 4 of the Regulations**

5. Regulation 4(1) of the Regulations is hereby amended by—

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

"(b) a certified copy of—

(i) his or her identity document or passport; and

(ii) a suitable study permit, should such person not be a South African citizen or a permanent resident in the Republic of South Africa; and";

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

"(c) acceptable documentary evidence from the provider concerned that he or she has been admitted to the first or subsequent year of study for an education and training programme approved by the council for purposes of registration as a pharmacist; and".

#### **Amendment of regulation 6 of the Regulations**

6. Regulation 6(1) of the Regulations is hereby amended by the substitution for paragraph (a) of the following paragraph:

"(a) who has complied with the requirements of an education and training programme approved by the council for purposes of registration as a pharmacist".

#### **Amendment of regulation 7 of the Regulations**

7. Regulation 7 of the Regulations is hereby amended by the substitution for paragraph (b) of sub-regulation (1) of the following paragraph:

"(b) acceptable documentary evidence from the provider concerned to the effect that he or she has been re-admitted for the first or subsequent year of an education and training programme approved by the council for purposes of registration as a pharmacist; and"

#### **Amendment of regulation 8 of the Regulations**

8. The following regulation is hereby substituted for regulation 8 of the Regulations:

**"8. Requirements and conditions for registration as a pharmacist intern**

Any person who has complied with the requirements of an education and training programme approved by the council for purposes of registration as a pharmacist must register as a pharmacist intern with the council: Provided that no person shall be registered as a pharmacist intern, unless he or she complies with regulation 9."

#### **Amendment of regulation 9 of the Regulations**

9. Regulation 9(1) of the Regulations is hereby amended by—

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

"(b) a certified copy of—

(i) his or her identity document or passport; and

(ii) a suitable work permit, should such person not be a South African citizen or a permanent resident in the Republic of South Africa; and";

(b) the substitution for paragraph (d)(iii) of the following paragraph:

"(d) (iii) from the provider concerned, that he or she has complied with the requirements of an education and training programme approved by the council for purposes of registration as a pharmacist; and".

#### **Substitution of regulation 10 of the Regulations**

10. The following regulation is hereby substituted for regulation 10 of the Regulations:

"10. A person who complies with the requirements in regulation 9 must be registered as a pharmacist intern and issued with a registration certificate by the registrar."

#### **Amendment of regulation 13 of the Regulations**

11. The following regulation is hereby substituted for regulation 13 of the Regulations:

**13. Requirements and conditions for registration as a pharmacist-** Any person who has successfully completed an education and training programme approved by the council for purposes of registration as a pharmacist—

(1) offered in the Republic may apply to the registrar for registration as a pharmacist: Provided that he or she shall not be so registered unless he or she complies with the provisions of regulation 14;

(2) offered outside the Republic may apply to the registrar for registration as a pharmacist: Provided that he or she shall not be so registered unless he or she complies with the provisions of regulation 17.

### Amendment of regulation 14 of the Regulations

12. Regulation 14 of the Regulations is hereby amended by— (a) the substitution for the preamble of the following paragraph:

“14. Applicants who have successfully completed an education and training programme approved by the council for purposes of registration as a pharmacist, which is offered in the Republic. — Any person who has successfully completed an education and training programme approved by the council for purposes of registration as a pharmacist which is offered in the Republic, and who applies for registration as a pharmacist must—”

(b) the substitution for paragraph (1)(b) of the following paragraph:

“(b) a certified copy of—

(i) his or her identity document or passport; and

(ii) a suitable work permit, should such person not be a South African citizen or a permanent resident in the Republic of South Africa; and”;

(c) the substitution for paragraphs (1)(c)(i) and 1(c)(ii) of the following paragraphs:

“(i) he or she has successfully fulfilled the requirements of an education and training programme approved by the council for purposes of registration as a pharmacist;

(ii) he or she has completed an internship: Provided that the council may exempt him or her partially or in full from this requirement on submission of documentary evidence to the satisfaction of the council that he or she has undertaken practical training as part of his or her undergraduate studies under the supervision of a provider of an education and training programme approved by the council for purposes of registration as a pharmacist; and ”

### Amendment of regulation 15 of the Regulations

13. Regulation 15 of the Regulations is hereby amended by the substitution for the words preceding sub-regulation (1) of the following words:

“15. Any person who complies with the requirements in regulation 14 must be registered as a pharmacist and issued with a registration certificate by the registrar: Provided that any person registered as a pharmacist in terms of this regulation shall be entitled only to practise as such—”;

**Amendment of regulation 17 of the Regulations**

14. Regulation 17 of the Regulations is hereby amended by—

(a) the substitution for the preamble of the following paragraph:

“17. Applicants who have successfully completed an education and training programme approved by the council for purposes of registration as a pharmacist, which is offered outside the Republic. — Any person who has successfully completed an education and training programme approved by the council for purposes of registration as a pharmacist which is offered outside the Republic, and who applies for registration as a pharmacist must—”

(b) the substitution for paragraph (1)(b) of the following paragraph:

“(b) a certified copy of—

- (i) his or her identity document or passport; and
- (ii) a suitable work permit, should such person not be a South African citizen or a permanent resident in the Republic of South Africa;”

(c) the substitution for paragraphs (1)(c)(i) and 1(c)(ii) of the following paragraphs:

“(i) the qualification obtained outside the Republic which entitles him or her to practise as a pharmacist in the country in which the institution or examining body that awarded such qualification is situated;

“(ii) the fact that he or she is registered as a pharmacist in the country in which the institution or examining body that awarded such qualification is situated, should such person not be a South African citizen or a permanent resident in the Republic of South Africa;”.

**Amendment of regulation 18 of the Regulations**

15. Regulation 18 of the Regulations is hereby amended by the substitution for sub-regulation (1) of the following sub-regulation:

“(1) register the applicant in one of the categories of pharmacist’s assistant under such conditions as the council may determine from time to time; or”.

**Amendment of regulation 23 of the Regulations**

16. Regulation 23 of the Regulations is hereby amended by the substitution for sub-regulation (2) of the following sub-regulation:

"(2) submit acceptable documentary evidence to the registrar that he or she has satisfied all the requirements as published in regulations made in terms of the Act;".

**Substitution of regulation 24 of the Regulations**

17. The following regulation is hereby substituted for regulation 24 of the Regulations:

"24. A pharmacist who complies with the requirements of regulation 23 and applicable regulations relating to specialities must be registered as a specialist pharmacist and be issued with a registration certificate by the registrar, indicating his or her speciality."

**Substitution of regulation 28 of the Regulations**

18. The following regulation is hereby substituted for regulation 28 of the Regulations:

"28. Requirements and conditions for registration as a pharmacist's assistant (learner basic), pharmacist's assistant (learner post-basic) or pharmacy technician (learner). — Any person registered with a provider to undertake an education and training programme approved by the council for purposes of registration as a pharmacist's assistant (learner basic), pharmacist's assistant (learner post-basic) or pharmacy technician (learner) must register with the council at the commencement of such learning programme: Provided that no person will be registered with the council as a pharmacist's assistant (learner basic), pharmacist's assistant (learner post-basic) or pharmacy technician (learner), as the case may be, unless he or she complies with the provisions of regulation 29."

**Amendment of regulation 29 of the Regulations**

19. Regulation 29 of the Regulations is hereby amended by—

(a) the substitution for the preamble of the following paragraph:

"29. Any person who applies for registration as a pharmacist's assistant in the category pharmacist's assistant (learner basic), pharmacist's assistant (learner post-basic), or pharmacy technician (learner) as the case may be, must—"

- (b) the substitution for paragraph (1)(b) of the following paragraph:

"(b) a certified copy of—

- (i) his or her identity document or passport; and
- (ii) a suitable work or study permit as applicable, should such person not be a South African citizen or a permanent resident in the Republic of South Africa; and"

- (c) the substitution for paragraph (1)(c) of the following paragraph:

"(c) acceptable documentary evidence—

- (i) from the provider concerned that he or she has been registered for an education and training programme approved by the council for purposes of registration in the category pharmacist's assistant (basic), pharmacist's assistant (post-basic) or pharmacy technician, as the case may be;
- (ii) of approval by the council of the pharmacy where in-service training will be undertaken, and the tutor under whom the training will take place where in-service training is a requirement of the education and training programme referred to in subregulation 29(c)(i); and"

### **Substitution of regulation 30 of the Regulations**

20. The following regulation is hereby substituted for regulation 30 of the Regulations:

"30. Any person who complies with the requirements of regulation 29 must be registered in the category pharmacist's assistant (learner basic), pharmacist's assistant (learner post-basic), or pharmacy technician (learner), as the case may be, and issued with a registration certificate by the registrar."

### **Repeal of regulation 31 of the Regulations**

21. Regulation 31 of the Regulations is hereby repealed.

### **Amendment of regulation 32 of the Regulations**

22. Regulation 32 is hereby amended by-

- (a) the substitution for sub-regulation 32 (1) of the following paragraph:

32. Removal from the register.— (1) Except as provided for in terms of sections 23, 24 and 39 of the Act, the registrar may remove from the register of pharmacist's assistants (learner basic), pharmacist's assistants (learner

post-basic) or pharmacy technician (learner), as the case may be, the name of a pharmacist's assistant—

(a) who has complied with the requirements of an education and training programme approved by the council for purposes of registration as a pharmacist's assistant (basic), pharmacist's assistant (post-basic), or pharmacy technician as the case may be;

(b) who no longer complies with the requirements and conditions for registration as a pharmacist's assistant (learner basic), pharmacist's assistant (learner post-basic), or pharmacy technician (learner) as the case may be; or

(c) who is deceased.

(b) the substitution for sub-regulation 32(2) of the following paragraph:

(2) A person whose name has been removed as contemplated in sub-regulations (1)(a) and (b), must be notified of the removal, and any certificate issued in respect of the registration in question shall be deemed to be cancelled as from the date on which notice is given.

### **Substitution of regulation 33 of the Regulations**

23. The following regulation is hereby substituted for regulation 33 of the Regulations:

**33.** Restoration to the register.—A pharmacist's assistant (learner basic), pharmacist's assistant (learner post-basic), or pharmacy technician (learner) as the case may be, whose name was removed from the register in terms of regulation 32 may, if applicable, have his or her name restored to the register by—

(1) submitting to the registrar:

(a) a duly completed application for restoration of his or her name to the register on a form as approved and provided by the council; and

(b) acceptable documentary evidence from the provider concerned to the effect that he or she has been re-admitted to an education and training programme approved by the council for purposes of registration as a pharmacist's assistant (basic), pharmacist's assistant (post-basic) or pharmacy technician and".

(2) paying the prescribed restoration fee; and

if the registrar is satisfied that he or she is a fit and proper person to be restored to the relevant register. If the registrar is not satisfied that he or she is a fit and proper person to be restored to the relevant register, the registrar must submit the application concerned to the council for a decision.

**Amendment to regulation 34 of the Regulations**

24. The following regulation is hereby substituted for regulation 34 of the Regulations:

“34. Requirements and conditions for registration as a pharmacist's assistant (basic) or pharmacist's assistant (post-basic). — Any person who has successfully completed an education and training programme approved by the council for purposes of registration as a pharmacist's assistant (basic) or pharmacist's assistant (post-basic):

(1) offered in the Republic may apply to the registrar for registration as a pharmacist's assistant (basic) or pharmacist's assistant (post-basic): provided that he or she shall not be so registered unless he or she complies with the provisions of regulation 35;

(2) offered outside the Republic may apply to the registrar for registration as a pharmacist's assistant (basic) or pharmacist's assistant (post-basic): provided that he or she shall not be so registered unless he or she complies with the provisions of regulation 37.”

**Amendment of regulation 35 of the Regulations**

25. Regulation 35 of the Regulations is hereby amended by

(a) the substitution for the preamble of the following paragraph:

“35. Applicants who have successfully completed an education and training programme approved by the council for purposes of registration as a pharmacist's assistant (basic) or pharmacist's assistant (post-basic), which is offered in the Republic. — Any person who has successfully completed an education and training programme approved by the council for purposes of registration as a pharmacist's assistant (basic) or pharmacist's assistant (post-basic), which is offered in the Republic, and who applies for registration as a pharmacist's assistant (basic) or pharmacist's assistant (post-basic) must—”

(b) the substitution for paragraph (1)(b) of the following paragraph:

“(b) a certified copy of—

(i) his or her identity document or passport; and

(ii) a suitable work permit, should such person not be a South African citizen or a permanent resident in the Republic of South Africa;”



- (c) the substitution for paragraph (1)(c) of the following paragraph:

"(c) acceptable documentary evidence that he or she has successfully fulfilled the requirements of an education and training programme approved by the council for purposes of registration in the category pharmacist's assistant (basic) or pharmacist's assistant (post-basic), as the case may be, and has completed any in-service training required;".

### **Substitution of regulation 36 of the Regulations**

26. The following regulation is hereby substituted for regulation 36 of the Regulations:

"36. Any person who complies with the requirements of regulation 35 must be registered as a pharmacist's assistant in the category pharmacist's assistant (basic) or pharmacist's assistant (post-basic), as the case may be, and issued with a registration certificate by the registrar."

### **Amendment of regulation 37 of the Regulations**

27. Regulation 37 of the Regulations is hereby amended by—

- (a) the substitution for the preamble of the following paragraph:

"37. Applicants who have successfully completed an education and training programme approved by the council for purposes of registration as a pharmacist's assistant (basic) or pharmacist's assistant (post-basic), which is offered outside the Republic. — Any person who has successfully completed an education and training programme approved by the council for purposes of registration as a pharmacist's assistant (basic) or pharmacist's assistant (post-basic), which is offered outside the Republic, and who applies for registration as a pharmacist's assistant (basic) or pharmacist's assistant (post-basic) must—"

- (b) the substitution for paragraph (1)(b) of the following paragraph:

"(b) a certified copy of—

(i) his or her identity document or passport; and

(ii) a suitable work permit, should such person not be a South African citizen or a permanent resident in the Republic of South Africa;"

- (c) the substitution for paragraph 1(c)(i) of the following paragraph:

"(i) the qualification obtained outside the Republic which entitles him or her to practise as a pharmacist's assistant in the country in which the institution or examining body that awarded such qualification is situated; "

(d) the substitution for paragraph 1(c)(ii) of the following paragraph:

"(ii) the fact that he or she is registered as a pharmacist's assistant in the country in which the institution or examining body that awarded such qualification is situated, should such person not be a South African citizen or a permanent resident in the Republic of South Africa;"

#### **Repeal of regulation 43 of the Regulations**

28. Regulation 43 of the Regulations is hereby repealed.

#### **Insertion of Chapter IXA and regulations 56A to 56R**

29. The following Chapter and regulations are hereby inserted in the Regulations after regulation 56 of the Regulations:

#### **"CHAPTER IXA**

##### **56A. Requirements and conditions for registration as pharmacy technician (student). —**

(1) Any person registered with a provider to undertake an education and training programme approved by the council for purposes of registration as a pharmacy technician, may register with the council as a pharmacy technician (student) at the commencement of the first year of study: Provided that no person shall be registered as a pharmacy technician (student) with the council unless he or she complies with the provisions of 56B."

##### **56B. Any person who applies for registration with the council as a pharmacy technician (student) must—**

(a) submit to the registrar:

(i) a duly completed application on a form approved and provided by council;

(ii) a certified copy of his or her identity document or passport;

(iii) a certified copy of a study permit, in the case of a student who is not a South African citizen or a permanent resident in the Republic of South Africa; and

(iv) acceptable documentary evidence from the provider concerned that he or she has been admitted to the first or subsequent year of study of an education and training programme approved by the council for purposes of registration as a pharmacy technician; and

(b) pay the registration fee as determined by the council.

56C. Any person who complies with the requirements in regulation 56B must be registered as a pharmacy technician (student) and issued with a registration certificate by the registrar.

#### **Removal from the register**

56D. (1) Except as provided for in terms of sections 23, 24 and 39 of the Act, the registrar may remove from the register of pharmacy technician (students) the name of a student who—

(a) has complied with the requirements of an education and training programme approved by the council for purposes of registration as a pharmacy technician;

(b) no longer complies with the requirements and conditions for registration as a pharmacy technician (student): Provided that a student who interrupts his or her studies may, on making written application annually to the registrar, have his or her name retained on the register of pharmacy technician (students) for a period not exceeding one year from the end of the year in which he or she interrupts his or her studies; or

(c) is deceased.

(2) A person whose name has been removed as contemplated in sub-regulation (1)(a) and (b), must be notified of the removal, and any certificate issued in respect of the registration in question shall be deemed to be cancelled as from the date on which notice is given.

#### **Restoration to the register**

56E. A pharmacy technician (student) whose name is removed from the register in terms of regulation 56D may, if applicable, have his or her name restored to the register—

(a) by submitting to the registrar—

(i) a duly completed application for restoration of his or her name to the relevant register on a form as approved and provided by the council; and

(ii) acceptable documentary evidence from the provider concerned to the effect that he or she has been re-admitted to an education and training programme approved by the council for purposes of registration as a pharmacy technician; and

(b) by paying the prescribed restoration fee; and

if the registrar is satisfied that he or she is a fit and proper person to be restored to the relevant register: Provided that if the registrar is not satisfied that he or she is a fit and proper person to be restored to the relevant register, the registrar must submit the application concerned to the council for a decision.

**Requirements and conditions for registration as pharmacy technician (trainee)**

**56F.** Any person who has complied with the requirements of an education and training programme approved by the council for purposes of registration as a pharmacy technician, may register as a pharmacy technician (trainee) with the council: provided that no person may be registered as a pharmacy technician (trainee), unless he or she complies with regulation 56G.

**56G.** Any person who applies for registration as a pharmacy technician (trainee) must—

(a) submit to the registrar:

(i) a duly completed application on a form as approved and provided by council;

(ii) a certified copy of his or her identity document or passport;

(iii) a certified copy of a work permit, in the case of a person who is not a South African citizen or a permanent resident in the Republic of South Africa;

(iv) a duly completed and signed contract approved and provided by council for the undertaking of a traineeship; and

(v) acceptable documentary evidence—

(aa) of the approval by the council of the pharmacy where the traineeship will be undertaken;

(bb) of the registration of the tutor under whom such traineeship will take place;

(cc) from the provider concerned, that he or she has complied with the requirements of an education and training programme approved by the council for purposes of registration as a pharmacy technician; and”.

(b) pay the registration fee as determined by council.

56H. A person who complies with the requirements in regulation 56G must be registered as a pharmacy technician (trainee) and issued with a registration certificate by the registrar.

#### **Removal from the register**

56I. (1) Subject to sections 23, 24 and 39 of the Act, the registrar may remove from the register of pharmacy technicians (trainee) the name of a pharmacy technician (trainee)—

- (a) who has completed his or her traineeship to the satisfaction of the council;
- (b) who has not completed his or her traineeship to the satisfaction of the council;
- (c) who has discontinued his or her traineeship with the consent of the council;
- (d) who no longer complies with the requirements and conditions for registration as a pharmacy technician (trainee); or
- (e) who is deceased.

(2) A person whose name is removed in terms of sub-regulations (1)(a) to (d), must be notified thereof and any certificate issued in respect of the registration in question shall be deemed to be cancelled as from the date on which notice is given.

#### **Restoration to the register**

56J. A pharmacy technician (trainee) whose name is removed from the register in terms of regulation 56I, may, if applicable, have his or her name restored to the register—

- (a) by submitting to the registrar—
  - (i) a duly completed application for restoration of his or her name to the register on a form as approved and provided by council;
  - (ii) acceptable documentary evidence that he or she complies with the conditions under which he or she may be registered as a pharmacy technician (trainee); and
  - (iii) acceptable documentary evidence from a tutor to the effect that he or she has resumed his or her traineeship; and
- (b) by paying the prescribed restoration fee; and

if the registrar is satisfied that he or she is a fit and proper person to be restored to the relevant register. Provided that if the registrar is not satisfied that he or she is a fit and proper person to be restored to the relevant register,

the registrar must submit the application concerned to the council for a decision.

### **Requirements and conditions for registration as pharmacy technician**

**56K.** Any person who has successfully completed an education and training programme approved by the council for purposes of registration as a pharmacy technician, and  
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(a) offered in the Republic may apply to the registrar for registration as a pharmacy technician: provided that he or she shall not be so registered unless he or she complies with the provisions of regulation 56L.

(b) offered outside the Republic may apply to the registrar for registration as a pharmacy technician: Provided that he or she shall not be so registered unless he or she complies with the provisions of regulation 56N.

### **Applicants who have successfully completed an education and training programme approved by the council for purposes of registration as a pharmacy technician which is offered in the Republic.**

**56L.** Any person who has successfully completed an education and training programme approved by the council for purposes of registration as a pharmacy technician which is offered in the Republic, and who applies for registration as a pharmacy technician must—

(a) submit to the registrar:

(i) a duly completed application on a form approved and provided by council;

(ii) a certified copy of his or her identity document or passport;

(iii) a certified copy of a suitable work permit, should such person not be a South African citizen or a permanent resident in the Republic of South Africa;

(iv) evidence of successful fulfillment of the requirements of an education and training programme approved by the council for purposes of registration as a pharmacy technician;

(v) proof of completion of a traineeship: provided that the council may exempt him or her partially or in full from this requirement on submission of documentary evidence to the satisfaction of the council that he or she has undertaken work based training under the supervision of a provider of an education and training programme approved by the council for purposes of registration as a pharmacy technician; and

(vi) acceptable documentary evidence that he or she has passed an examination or other evaluation as determined by council, if applicable; and

(b) pay the registration fee as determined by the council.

**56M. A person who complies with the requirements of regulation 56L must be registered as a pharmacy technician and issued with a registration certificate by the registrar.**

**Applicants who have successfully completed an education and training programme approved by the council for purposes of registration as a pharmacy technician which is offered outside the Republic.**

**56N. Any person who has successfully completed an education and training programme approved by the council for purposes of registration as a pharmacy technician which is offered outside the Republic, and who applies for registration as a pharmacy technician must—**

(a) submit to the registrar:

(i) a duly completed application on a form as approved and provided by council;

(ii) a certified copy of—

(aa) his or her identity document or passport; and

(bb) a suitable work permit, should such person not be a South African citizen or a permanent resident in the Republic of South Africa; and

(iii) acceptable documentary evidence of—

(aa) the qualification obtained outside the Republic which entitles him or her to practise as a pharmacy technician in the country in which the institution or examining body that awarded such qualification is situated;

(bb) the fact that he or she is registered as a pharmacy technician in the country in which the institution or examining body that awarded such qualification is situated, should such person not be a South African citizen or a permanent resident in the Republic of South Africa;

(cc) the fact that he or she is a fit and proper person and in good standing as a pharmacy technician with the relevant registration authority; and

(dd) the practical training which he or she has undertaken and completed, if any; and

(b) pay the registration fee as determined by council.

**56O.** (1) The registrar must submit an application that complies with the requirements of regulation 56N to the council for evaluation, and the council may—

(a) refuse to register the applicant as a pharmacy technician;

(b) register the applicant as a pharmacy technician; or

(c) register the applicant in any other category of pharmacist assistant.

(2) The council may prior to approving an application for registration in terms of sub-regulation (1)(b), require that the applicant pass an examination or other evaluation determined by the council.

**56P.** A person registered in terms of regulation 56N must be issued with a registration certificate by the registrar.

#### **Removal from the register**

**56Q.** (1) Except as provided for in terms of sections 23, 24 and 39 of the Act, the registrar may remove from the register the name of a pharmacy technician—

(a) who no longer complies with the requirements and conditions for registration as a pharmacy technician; or

(b) who is deceased.

(2) A pharmacy technician whose name is removed in terms of sub-regulation (1)(a), must be notified of such removal and any certificate issued in respect of the registration in question shall be deemed to be cancelled as from the date on which notice is given.

#### **Restoration to the register**

**56R.** A pharmacy technician whose name is removed from the register in terms of regulation 56Q may, if applicable, have his or her name restored to the register—

(a) by submitting to the registrar:

(i) a duly completed application for restoration of his or her name to the register on a form as approved and provided by the council;

(ii) acceptable documentary evidence that he or she complies with the conditions under which he or she may be registered as a pharmacy technician; and

(b) paying the prescribed restoration fee; and



if the registrar is satisfied that he or she is a fit and proper person to be restored to the relevant register: Provided that if the registrar is not satisfied that he or she is a fit and proper person to be restored to the relevant register, the registrar must submit the application concerned to the council for a decision."

### **Substitution of regulation 71 of the Regulations**

30. The following regulation is hereby substituted for regulation 71 of the Regulations:

"71. The council may inspect premises in which the business of a pharmacy is carried out and may provide the pharmacy owner or the responsible pharmacist with a written report of the findings of such inspection, if it is found that such pharmacy does not comply with the prescribed requirements or is, in the opinion of the council, unsuitable for the conduct of a pharmacy business."

### **Substitution of regulation 91 of the Regulations**

32. The following regulation is hereby substituted for regulation 91 of the Regulations:

"91. Requirements and conditions for registration of providers of pharmacy education and training. — Only providers who comply with the minimum criteria for the approval of providers of pharmacy education and training as determined and published by council, shall be entitled to offer pharmacy education and training for purposes of registration as a pharmacist, pharmacist's assistant (basic), pharmacist's assistant (post-basic) or pharmacy technician, registration of a speciality, continuing professional development, supplementary training or courses determined by the Council in terms of the Medicines Act;"

### **Insertion of regulation 91A**

33. The following regulation is hereby inserted after regulation 91 of the Regulations:

91A. No person or provider shall offer any education and training using the words "pharmacy", "pharmacist", "pharmaceutical" or any such other words which may imply the profession of pharmacy or pharmacy support personnel, unless such provider has been registered and such education and training have been approved by council."

### **Substitution of regulation 96 of the Regulations**

34. The following regulation is hereby substituted for regulation 96 of the Regulations:

"96. Any pharmacist approved by the council as an assessor of pharmacy education and training must register with the council: provided that no person must be registered as an assessor unless he or she complies with the provisions of regulation 97."

**Substitution of regulation 98 of the Regulations**

35. The following regulation is hereby substituted for regulation 98 of the Regulations

"98. An assessor who complies with the requirements of regulation 97 must be issued with a registration certificate by the registrar, subject to such conditions as may be determined by council."

36. **Short Title**

These regulations are called Regulations Relating to Registration of Persons and Maintenance of Registers: Amendment 2024.

## DEPARTMENT OF HOME AFFAIRS

NO. 4735

19 April 2024

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

The Director-General has authorized the following persons to assume the forename printed in *italics*:

1. James Hlongwane Masopho Hlongwane - 960506 5744 \*\*\* - 17470 Irac, Phase 4, SASOLBURG, 1947 - *Masopho James*
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3. Petros Thando Mahlangu - 850409 6083 \*\*\* - Stand No 1970, Masokaneni Street, KWAMHLANGA, 1022 - *Thando*
4. Lovejoy Machika - 870314 5801 \*\*\* - 1557 Ga-Phaahla, JANE FURSE, 1085 - *Lovejoy*
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11. Jakob Kuy Jagers - 760104 5074 \*\*\* - 72549 Zone 12, Kanana, SEBOKENG, 1983 - *Mojalefa Jacob*
12. Louwies Smiler - 570414 5105 \*\*\* - 408 Kers Hout Singel, Kranshoek, PLETTENBERG BAY, 6530 - *Louis Johannes*
13. Fines Simuyandi Moono - 560416 5192 \*\*\* - 168 Lavriston Road, Nortton Homes Estate, BENONI, 1509 - *Joel King*
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21. Noleen Malik - 600815 0238 \*\*\* - 30 Phyllis Street, Sharpeville, PORT ELIZABETH, 6000 - *Nabaweya*
22. Chantéll Johanna Harris - 760411 0060 \*\*\* - 255 – 6th Avenue, Grassy Park, CAPE TOWN, 7941 - *Jawariah*
23. Vannessa Coetzee - 730805 0067 \*\*\* - 55 Eagle Terrace, Pinehaven Country Estate, RANDBURG, 1739 - *Vanessa*
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25. Sametha Mkwazi - 780317 0386 \*\*\* - 2878 Extension 22, Mzinoni, BETHAL, 2310 - *Samantha Sizakele*
26. Maryna Hesterlee Abrahams - 9307116 0371 \*\*\* - 4 Kameel Street, EASTRIDGE, 7785 - *Mushfeeqa*
27. Micaela Filander - 961120 0192 \*\*\* - 27 Jakkalsvlei Avenue, CAPE TOWN, 7700 - *Zakiyah*
28. Thato Motseoa Lithebe - 940802 0730 \*\*\* - 161 Mercimio, BEDELA, 9419 - *Onalenna Thato Motseoa*
29. Angela Boltney - 790115 0323 \*\*\* - 20 Lincoln Crescent, MITCHELLS PLAIN, 7785 - *Shumeerah*
30. Kanyisile Thelma Fakude - 840313 0866 \*\*\* - 530 Bluegumview, DUDUZA, 1496 - *Thelma Khanyisile*
31. Augustina Nyembe - 730505 0316 \*\*\* - 856 Cascade Road, LITTLE FALLS, 1724 - *Asante*
32. Bob Relebogile Moloto - 050627 1629 \*\*\* - 7681 / 294 Extension 8, MODIMOLLE, 0510 - *Johanna Matsonkona*
33. Andrew Long - 040102 5785 \*\*\* - 1 Majuba Close, River Club, RANDBURG, 2151 - *Andrew Charles Gardner*
34. Michellene Micheals - 880318 0218 \*\*\* - 4 – 5th Avenue, CAPE TOWN, 7785 - *Eemaan*
35. Khadija Du Toit - 850525 0123 \*\*\* - 206 Church, MODIMOLLE, 0510 - *Thelma Lorra Susanna*
36. Zeldowia Estelle Macaties - 850726 0285 \*\*\* - 8 Adamand Court, KIMBERLEY, 8301 - *Zeldonia Estelle*
37. Judeen Lee-Ann Theunissen - 841003 0103 \*\*\* - 54 Milldene Street, RAVENSMEAD, 7493 - *Judeen*

38. Kim Letticia Mary Erispe - 8604096 0265 \*\*\* - 10 Diemisdal Close, WESTRIDGE, 7785 - *Kashiefa*
39. Shirley Volkwyn - 710309 0196 \*\*\* - 402 Van Duc Street, ERASMIA, 0183 - *Shireen*
40. Colette Venier - 720509 0092 \*\*\* - 73 Geelhout Avenue, EDENVALE, 1609 - *Collette*
41. Erica Futhela - 721201 0238 \*\*\* - 718 Letsatsi, KIMBERLEY, 8345 - *Erica Poppy*
42. Nwekeogwu Fransina Nweke-Sepahai - 030916 0859 \*\*\* - House No 751, Unit 9, MOGWASE, 0514 - *Fransina*
43. Patricia Govender - 850508 0237 \*\*\* - 10 Tweni Close, UMTENTWENI, 4170 - *Karen*
44. Premla Paul - 680928 0522 \*\*\* - 697 Bombay Road, PIETERMARITZBURG, 3200 - *Pamela*
45. Elzabe Phillipina Reinecke - 691108 0022 \*\*\* - 3 Octavia , 49 Otto Street, KRUGERSDORP, 1739 - *Elz*
46. Suretha Tertia Lorenzen - 700304 0245 \*\*\* - 34 Makriel Street, PEARLY BEACH, 7220 - *Chiquititasue*
47. Magdalene Davids - 711227 0453 \*\*\* - 39 Oribi Avenue, LOTUS RIVER, 7945 - *Masoodah*
48. Lemogang Reboane Lekaowa - 020106 0700 \*\*\* - 75 F Manokwane Village, TAUNG, 8584 - *Lemogang Naledi Rebaone*
49. Abigail Lynn Mohamed - 840323 0021 \*\*\* - 5 Chamier Street, Monument Heights, GALESHEWE, 8301 - *Ameera*
50. Sumanah Govender - 840204 0247 \*\*\* - 33 Neptune Road, NORTHDALE, 3201 - *Shushendree*
51. Lethabo Malaka - 050329 1491 \*\*\* - 142 Edward Wallace Road, BRAKPAN, 1541 - *Moore Lethabo*
52. Shamine Madinoge Lekwankwa - 050522 0495 \*\*\* - Madibong, JANE FURSE, 1085 - *Charmaine Modirwadi Tsholofelo*
53. Minientle Lwandile Gozana - 980509 0138 \*\*\* - 69 Lilian Ngoyi, VLAKFONTEIN, 1496 - *Minientle Lwandile*
54. Nonzaliseko Silinga - 930206 0024 \*\*\* - House No 9, Mullin Street, CARLETONVILLE, 2499 - *Nonzaliseko Awethu*
55. Mariam Ebrahim - 950126 0203 \*\*\* - K 43 Highway, LENASIA, 2000 - *Aramia*
56. Shelly Maseko - 040203 1305 \*\*\* - 16807 Druzich, ORANGE FARM, 1841 - *Sinenhlanhla Shelly*
57. Antoinette Jane Green - 690513 0242 \*\*\* - 146 Neale Road, ELLA DONNE, 2197 - *Zendaya Adalee*
58. Lebogang Nancy Mabelane - 890512 0357 \*\*\* - 115 Newlands Avenue, BENONI, 1501 - *Lebogang*

59. Confendence Ngobeni - 970404 0676 \*\*\* - 7898 Ufukwe Crescent, WINDMILL PARK, 1459 - *Confidence Petunia*
60. Siphesihle Molefe - 001203 0652 \*\*\* - 10543 Wellem Street, BRAKPAN, 1541 - *Siphesihle Faith*
61. Palesa Mafolo Mabokwane - 030424 0888 \*\*\* - Stand No 29, River Cross, BURGERSFORT, 1150 - *Palesa Madimpho*
62. Porche Williams - 870222 0199 \*\*\* - 30 Peter Charles Street, RETREAT, 7945 - *Muneebah*
63. Monowara Carelse - 881023 0178 \*\*\* - 1 Delta Way, OCEAN VIEW, 7975 - *Minourah*
64. Lizmarie Verity Langenhoven - 881013 0115 \*\*\* - E41 Blikkiesdorp, Leiden, DELFT, 7100 - *Aaminah*
65. Thembeke Bila - 020102 1058 \*\*\* - Nseleni Area, RICHARDS BAY, 3900 - *Minenhle Thembeke*
66. Thoko Andile Mtimkulu - 000512 0152 \*\*\* - 1498 / 17 Deboniar Park, Corner Cecil And Dina Road, VEREENIGING, 1430 - *Sithokomele Andile*
67. Masego Eunid Mollo - 880731 0328 \*\*\* - 12951 Tswere Street, KIMBERLEY, 8345 - *Masego Masechaba*
68. Organs Matlala - 000519 0347 \*\*\* - 50086 Malegale, SEKHUKHUNE, 1124 - *Ngwanakgake Organs*
69. Berna-Lee Tarryn Du Plessis - 971112 0380 \*\*\* - 28 Howick Court, HANOVER PARK, 7780 - *Yushrah*
70. Sesi Emelina Mdlalose - 880322 0448 \*\*\* - 5301 Extension 6, Sakhile, STANDERTON, 2430 - *Gugulethu Emelina*
71. Vongani Esther Manganye - 821130 0780 \*\*\* - 3817 Madzena Street, TSHIAWELO, 1818 - *Bongi Esther*
72. Mokgaetji Albertina Lamola - 770505 0767 \*\*\* - 546 Allemansdrift C, MPUMALANGA, 0449 - *Beauty*
73. Raihaanah Savahl-Destroo - 890428 0114 \*\*\* - Jacobusburg Street, WORCESTER, 8849 - *Raihaanah Savahl*
74. Njabulo Maseko - 050612 1391 \*\*\* - C 65 Chris Hani, BETHAL, 2310 - *Nonjabulo Millicent*
75. Louisa Sekome - 900728 0746 \*\*\* - 11126 Turton Street, DAVEYTON, 1521 - *Moleme Louisa*
76. Sophy Tsomo - 911221 0456 \*\*\* - 19 Webb Street, Brackenhurst, ALBERTON, 1448 - *Palesa Sophy*
77. Wade Ryan Jones - 031117 1321 \*\*\* - 21 Helmsley Crescent, PARKLANDS, 7441 - *Willow Ryder*
78. Norma Heileen Josephine Tobias - 860630 0038 086 - 7 Leeu Street, Colchester, EASTERN CAPE, 6001 - *Norma Naeemah*

79. Nkadi Elphas Loate - 770808 6690 \*\*\* - 6111 Block Vv, SOSHANGUVE, 0152 - *Tshepo Elphas*
80. Chukwuebuka Onianwah - 050106 5621 \*\*\* - 3548 Moleleki, Extension 1, KATLEHONG, 1400 - *Chukwuebuka Xolani David*
81. Kagiso Fakude - 041102 6008 \*\*\* - Ga-Mathukuthela, NEBO, 1051 - *Mosesho Kagiso*
82. Kgothatso Ronald Choshi - 050222 5754 \*\*\* - Ditatsu, BOCHUM, 0790 - *Kgothatso Maselaelo*
83. Tokollo Matshabane Molepo - 030724 5663 \*\*\* - Lehlokoaneng, GA-MPHAHLELE, 0786 - *Tokollo Mošitapula*
84. Achmed Frantz - 030711 5320 \*\*\* - 148 Maria Street, GOODWOOD, 7500 - *Antonious Morreu*
85. Lisolomzi Hoho - 041217 5130 \*\*\* - 1541 Lebanon, WINTERVELDT, 0790 - *Daniel Lisolomzi*
86. Clarence Dwyne Markgraaff - 880726 5209 \*\*\* - 26 Logan Avenue, CENTURION, 0157 - *Clarence Dwayne*
87. Troye Donahue Wagner - 881101 5142 \*\*\* - 136 Bitterblaar Street, BONTEHEUWEL, 7764 - *Tauhir*
88. Velaphi Prince Nxumalo - 040114 5569 \*\*\* - 963 Delpark, Extension 4, DELMAS, 2210 - *Prince*
89. Mario Antony Wadrif - 700830 5194 \*\*\* - 150 Berghof, Westbury, JOHANNESBURG, 2000 - *Mohammed Yaseen*
90. Margaretha Laetitia Cassells - 890910 0103 \*\*\* - 101 Camellia Avenue, LYNNWOOD RIDGE, 0150 - *Laetitia*
91. Mariska Natasha Goga - 900427 0067 \*\*\* - 32 Londonderry Crescent, Springfield, DURBAN, 4001 - *Juwairiyah Aaliyah*
92. Natalie Carey Jacobs - 000924 0103 \*\*\* - 10 Amandel Street, BOSMONT, 2093 - *Nuha*
93. Bhavini Nayan Chhiba-Desai - 920714 0278 \*\*\* - 254 Honeysuckle Avenue, LENASIA, 1827 - *Bhavini*
94. Mosebjadi Bokang Madigoe - 051004 0856 \*\*\* - 7 Avimore Street, KOSMOSDAL, 0157 - *Ramatsimele Bokang*
95. Noluthando Ngada - 980316 1289 \*\*\* - 751 Dunga Street, Duncan Village, EAST LONDON, 5201 - *Luthando*
96. Michelle Ellis - 650904 0010 \*\*\* - 1905 / 2 Hearn Road, Henley On Klip, MEYERTON, 1965 - *Michelle Greywolff*
97. Dinoleen Josephine Kerspuy - 680613 0285 \*\*\* - 25 Bonaventure Crescent, Salsoneville, PORT ELIZABETH, 6001 - *Shabnam*
98. Lisakanya Yekiso - 060119 0514 \*\*\* - 1412 B Starkey Avenue, WAVERLEY, 0100 - *Lisakhanya*

99. Ramokone Keitumetse Mangale - 060522 0237 \*\*\* - 730 / 26 Ummanzana Street, Block VV, SOSHANGUVE, 0152 - *Mmapiti Keitumetse*
100. Masello Jessica Mosala - 060128 1135 \*\*\* - 4959 Extension 2, Bohlokong, BETHLEHEM, 9700 - *Jessica*
101. Akhona Boo - 030310 0068 \*\*\* - 35-5-25 Fana Crescent, Harare, KHAYELITSHA, 7784 - *Luyanda Akhona*
102. Toufeeqoh Sinkfontein - 030206 0086 \*\*\* - 34 Plein Street, Clairwood, EERSTERIVER, 7100 - *Tamsyn*
103. Britaney Amber Da Costa - 960630 0117 \*\*\* - 1 Saltus Street, Doringkloof, CENTURION, 0157 - *Brittany Amber*
104. Mahlako Conny Thobejane - 930424 1064 \*\*\* - Moroke, LEBOWAKGOMO, 0737 - *Conny*
105. Charmaine Mmapetu Soafo - 020904 0132 \*\*\* - 50 Esselen Street, HILLBROW, 2001 - *Charmaine Lydia*
106. Claudine Carol Shaik - 920719 0259 \*\*\* - 116 Nalacer Road, 8 Lea Gardens, QUEENSBURG, 4010 - *Sameera*
107. Masego Mmabatho Maphoso - 940425 0448 \*\*\* - 409 B Block Ww, SOSHANGUVE, 0152 - *Masego*
108. Thusi Serobi Lehlogonolo Nkosi - 920724 0222 \*\*\* - 571 Block H, SOSHANGUVE, 0152 - *Thusi Stanford Serobi Lehlogonolo*
109. Keabetswe Reamohetse Lenong - 031030 0801 \*\*\* - 10 Ina Road, Extension 2, Dawn Park, BOKSBURG, 1459 - *Keabetswe Tsalinyana Reamohetse*
110. Cynthia Mahlangu - 900520 0658 \*\*\* - 916 Tokologo, MHLUZI, 1055 - *Cynthia Nkululeko*
111. Kokoro Crishaldar Nyathwa - 881225 0708 \*\*\* - Jv 3337, Jeffsville, SAULSVILLE, 0125 - *Maselelo Criselda*
112. Hazel Bongji Kwele - 011024 0632 \*\*\* - 412 Block 3, DOORNKOP, 1725 - *Hazel Bongekile*
113. Stacey Nicole Salaam - 890919 0418 \*\*\* - 33 Wanda Crescent, Tafelsig, MITCHELLS PLAIN, 7785 - *Shamiema*
114. Mokgwaripane Thabang Molapo - 990814 6004 \*\*\* - Stand No 30004, MOGALADI, 1050 - *Thabang Maushe*
115. Mokokoana Paulos Koenane - 021108 5920 \*\*\* - 191 J Section, BOTSHABELO, 9781 - *Teboho*
116. Vincent Pheello Maphike - 910506 5452 \*\*\* - 7152 Lakeside, ORANGE FARM, 1984 - *Marotholi Pheello Vincent*
117. Rinae Ndou - 000208 5792 \*\*\* - Khalautha, THOHOYANDOU, 0950 - *Rinae Daniel*



- 118.Zolani Sipehelele Ntikinca - 930820 5420 \*\*\* - 433 Cancetfish Street, Sky City, Watervalsspruit, ALBERTON, 1443 - *Samuel Ben-Israel*
- 119.Letlhogonolo Esther Ramasodi - 840905 0500 \*\*\* - 6037 Tshega Street, Block VV, Extension 6, SOSHANGUVE, 0152 - *Letlhogonolo*
- 120.Keinetse Ruth Tau - 870722 0533 \*\*\* - 12325 Magogoe Village, MAHIKENG, 2745 - *Kealeboga*
- 121.Mamotseo Sharon Maledimo Maledimo - 011107 0696 \*\*\* - 1944 Brazzaville, ATTERIDGEVILLE, 0008 - *Mamotseo Sharon*
- 122.Evidence Busisiwe Nxumalo - 861222 0309 \*\*\* - 2815 Modiwane Street, Siluma View, KATLEHONG, 1431 - *Busisiwe*
- 123.Kereditse Mavis Kobetseng - 771122 0697 \*\*\* - 1787 Mokgareng Village, TAUNG, 8584 - *Kereditse Mavis Daphney*
- 124.Zinzisa Mirriam Zokoza - 920727 0124 \*\*\* - 17 Cwiu Street, Nu 5, MOTHWERWELL, 6211 - *Zinzisa*
- 125.Motjatje Boitumelo Bapela - 051117 0550 \*\*\* - Zn 01 Mahlakeng, Brazzaville, ATTERIDGEVILLE, 0120 - *Beauty Boitumelo*
- 126.Sivuko Xamba - 021214 0790 \*\*\* - Room 16 D, Noxolo Street, STRAND, 7140 - *Sibahle*
- 127.Friedar Moipone Makgoba - 980323 1129 \*\*\* - 358 Birchwood Village, Cedar Road, FOURWAYS, 2100 - *Joy Lerato Friedar*
- 128.Ashlyn Roberts - 941209 0294 \*\*\* - 52 Foxglove Street, Lentegour, MITCHELLS PLAIN, 7789 - *Aaliyah*
- 129.Zack Le Roux - 990915 5310 \*\*\* - 22 Main Road, ROSEBANK, 7700 - *Twiggy Nerys*
- 130.Tseliso Funny Motaung - 861114 5259 \*\*\* - 5753 Chris Hani, Zamdela, SASOLBURG, 1949 - *Tshidiso Fannie*
- 131.Pakeng Hosea Pitsi - 990505 5564 \*\*\* - Ga-Kgoete, LEBOWAKGOMO, 0737 - *Mathale Hosea*
- 132.Dingaan Tinyiko Mathonsi - 851216 5862 \*\*\* - Maswanganyi Village, GIYANI, 0826 - *Tinyiko Excellent Dingaan*
- 133.Andries Stefanus Hartzenberg - 910209 5027 \*\*\* - 34 Kock Street, RUSTENBURG, 0300 - *Andre*
- 134.Johannes Perseverance Itumeleng - 050527 5763 \*\*\* - 88 Wag Tail, Morena Manor, MMABATHO, 2735 - *Perseverance*
- 135.Elihle Khumalo - 020209 5295 \*\*\* - Badibanise Location, MOUNT FRERE, 5090 - *Lobengula*
- 136.Charles Mc Donald - 600130 5844 \*\*\* - 13 Berieve Street, The Hague, DELFT, 7100 - *Charles Edward*
- 137.Mapholoba Sivuyile - 820421 5723 \*\*\* - Ngcabela Area, NTABANKULU, 5130 - *Mvuyisi*

138. Jarred Liam Schilder - 000306 5089 \*\*\* - 3 Roy Street, BISHOP LAVIS, 7490 - *Jethro Liam*
139. Taelo Kgotso Ntompe Lekgogola - 000826 5505 \*\*\* - 085 Mogoroane, GLEN COWIE, 1061 - *Kgotso Phaswane*
140. Nkosivile Caiphus Nhlambo - 890226 5350 \*\*\* - Stand No 5, IMBUZINI, 1343 - *Nkosivile Uvie*
141. Kgopotso Motodi Lucas Mampana - 961008 5843 \*\*\* - 19023 Hoholane Street, MAMELODI EAST, 0100 - *Kgotso Nkgape Nape*
142. Tsholanang Shun Moagi - 911212 5763 \*\*\* - 245 Jean Avenue, CENTURION, 0151 - *Tsholanang Shaun*
143. Tshogolobe Goodwell Bhiya - 970616 5530 \*\*\* - 499 Extension 1, THABAZIMBI, 0380 - *Goodwill Rick Segolobe*
144. Makhensa Collins Ngulela - 941003 5486 \*\*\* - 53 B, Mzombane, MOKOPANE, 0600 - *General Collins*
145. Mpho Selema - 950115 5821 \*\*\* - Stand No 20082, MPAHLELE, 0736 - *Mpho Celem*
146. Butenkana Samuel Moloi - 920727 5850 \*\*\* - 3590 Ellen Gambu, Extension 5, Eden Park, ALBERTON, 1458 - *Samuel*
147. Makaya Mduna - 960305 5854 \*\*\* - Ward 15, Louisiana Location, PORT SHEPSTONE, 4240 - *Khayelihle Makhaya*
148. Dyrin Stanton - 040918 5502 \*\*\* - 75 Uitsig Street, Breidbach, KING WILLIAMSTOWN, 5600 - *Dylin*
149. Alfred Botana Khazamula - 711201 5135 \*\*\* - 8 Dinaledi Street, SAULSVILLE, 0125 - *Botana Mthombeni*
150. Andrew Mokhuane - 060320 6596 \*\*\* - 1175 B Pule Street, Zone 1, ITSOSENG, 2744 - *Omphemetse*
151. Shikoane Kgotlelelo Maleka - 060210 5424 \*\*\* - 239 Ramaphosa, Extension 2, BOKSBURG, 1459 - *Tetelo Sente*
152. Mokgethi Nchepe - 920304 6306 \*\*\* - 36506 Lekoa Street, Freedom Square, BLOEMFONTEIN, 9300 - *Mokgethi Daniel*
153. Sfiso Benson Aubrey Bhidla - 000511 5427 \*\*\* - Sezela Location, UMZINTO, 4200 - *Sfiso Aubrey*
154. Elvis Bobi - 900114 5297 \*\*\* - P O Box 1424, KING WILLIAMSTOWN, 5600 - *Elvis Ludwe*
155. Sibusiso Michack Shongwe - 960214 5688 \*\*\* - House No 1041, Ward 8, OSIZWENI, 2900 - *Sibusiso*
156. Luyolo Collin Baleni - 821228 5887 \*\*\* - 551 Mzilikizi Street, QUEENSTOWN, 5320 - *Luyolo Ka-Cihoshe*
157. Koketso Chamane Phora - 031207 0508 \*\*\* - 11537 Mpumelelo Street, MHLUZI, 1053 - *Koketso Charmain*

- 158.Boitumelo Nicole Handsum Motau - 030317 5154 \*\*\* - 601 Rammala Street, Sunvalley, MAMELODI, 0122 - *Boitumelo Blessed*
- 159.Fanisile Robert Dlongolo - 041227 5838 \*\*\* - 820 Lew Street, AMSTERDAM, 9370 - *Mfanizile Robert*
- 160.Molato Dibetso - 920709 5255 \*\*\* - 337 Binas Street, Motsamai Section, KATLEHONG, 1431 - *Molato Thato*
- 161.Amanda Praiseworthy Shusha - 960416 6429 \*\*\* - Ward 24, Betani, PORT SHEPSTONE, 4240 - *Ayanda Praiseworthy*
- 162.Mpho Mkhomazi Alfred Mitsenga - 050401 5237 \*\*\* - 18700 Extension 1, MAMELODI, 0100 - *Mpho Katlego Alfred*
- 163.Bradley Isaac Davids - 931027 5289 \*\*\* - 3st Cecelia Street, St Montaque Village, RETREAT, 7945 - *Riyaz*
- 164.Hardley Ramela - 840903 5447 \*\*\* - 1368 Ntantu Street, WELBEDACHT, 8300 - *Tshepo Kgopodiso Hardley*
- 165.Opaletswe Daniel Basson - 950419 5280 \*\*\* - 5486 Hakbosdraai, Newtown, POSTMASBURG, 85420 - *Daniel Keeno-Jr*
- 166.Sibusiso Dick Sithole - 980802 5222 \*\*\* - 14 Madiba Street, ZWELETEMBA, 6852 - *Sibusiso*
- 167.Sanele Leroy Mhlanga - 020619 5197 \*\*\* - 16 Wheatly Road, Regents Park, JOHANNESBURG, 2000 - *Samuel Sanele Leroy*
- 168.Sibusiso Themba Zulu - 991004 5832 \*\*\* - 2627 Phase 3, SHARPEVILLE, 1928 - *Siboniso Themba*
- 169.Learnmore Mashego - 010325 0360 \*\*\* - 130 James Dark, Rivieria, PRETORIA, 0084 - *Learnmore Minenhle*
- 170.Alexa Nicola Goosen - 020424 0125 \*\*\* - 39 La Roche, Old Helshoogte Road, Idas Valley, STELLENBOSCH, 7599 - *Nicola*
- 171.Lerato Charlotte Hlaba - 840131 0590 \*\*\* - 37 Kruger Avenue, VEREENIGING, 1930 - *Shakra Charlotte*
- 172.Maxangu Chauke - 810306 0590 \*\*\* - P O Box 1092, SASELAMANI, 0928 - *Blessing*
- 173.Shandre Chamelia Lombaard - 990508 0290 \*\*\* - 44 Yorksire Crescent, RONDEVLEI, 7785 - *Simrah*
- 174.Anna Davids - 720324 0231 \*\*\* - 24 Silvia Street, KALKSTEENFONTEIN, 7490 - *Aneesha*
- 175.Rousehille Alexander - 690811 0255 \*\*\* - 26 Fifth Avenue, Portlands, MITCHELLS PLAIN, 7789 - *Rouchelle*
- 176.Faranaaz Flanagan - 670709 0199 \*\*\* - 18 Coula Ridge Road, Sohauderville, PORT ELIZABETH, 6020 - *Fiona Marina Helena*

177. Kisha Tawona Kuwala Ally - 011222 0105 \*\*\* - 170 Frances Street, OBSERVATORY, 2198 - *Kisha Ntombenhle*
178. Emily Ubisi - 000606 1588 \*\*\* - S 1297 Sonderwater, KHUTSONG, 2499 - *Emily Lethukuthula*
179. Kim Holloway - 980109 0171 \*\*\* - 1 Towerkop Street, Tafelsig, MITCHELLS PLAIN, 7789 - *Amaal*
180. Nomthaudazo Dladla - 850802 0378 \*\*\* - 24059 Mokomung Street, Barcelona, ETWATWA, 1519 - *Alice Nomthaudazo*
181. Thecia Seboke Seithleko - 990209 0837 \*\*\* - Stand No 30140, Madibong, JANE FURSE, 1085 - *Thecia Mokgano*
182. Ashlea Zoe Rinqest - 981029 1143 \*\*\* - 36 Century Place, CAPE TOWN, 7441 - *Wednesday Ashlea*
183. Boitumelo Joy Khokhong - 990914 5496 \*\*\* - House No 143, CHURCHILL, 8460 - *Letlotlo La Boitumelo Joy*
184. Nonkululeko Khanyisa Vuyo Malungisa Mpumlwana-Sebata - 890314 0328 \*\*\* - 1 Jagersfontein Avenue, ORANJEZICHT, 8001 - *Khanyisa Nonkululeko*
185. Jan Lesiba Kekana - 000930 5439 \*\*\* - Bolahlakgomo, GOMPIES, 0631 - *Blessing Lesiba*
186. Upendra Thandiwe Kotsoane - 790614 0480 \*\*\* - 150 The Hills Estate, Garsfontein Road, PRETORIA, 0100 - *Pendra Thandiwe*
187. Constance Pudikabekwa - 870803 0684 \*\*\* - Sedikodiko Street, LENYENYE, 0857 - *Maite Constance*
188. Katekani Chauke - 921203 0555 \*\*\* - 37 Agave Street, LOTUS GARDENS, 0025 - *Katekani Hope*
189. Ashley Schroeder - 030507 0144 \*\*\* - 8 Hosking Street, GLENCOE, 2930 - *Kai Berthold*
190. Moeniera Tshirelego Kekana - 051221 0506 \*\*\* - 25 Court Chambers, SPRINGS, 1559 - *Tshireletso*
191. Matimu Beverley Mathebane - 050911 0328 \*\*\* - 22 Dr Fabian Florence Street, CULLINAN, 1001 - *Melobe Beverly*
192. Nonkumbuzo Faniso - 930911 0828 \*\*\* - House No 308, RIVERSIDE, 9866 - *Nagina*
193. Remoneilwe Mmamecha Maema - 060201 0850 \*\*\* - 2373 Unit 5, MOGWASE, 0314 - *Remoneilwe*
194. Pakeng Ireen Mohlala - 820228 1077 \*\*\* - 6890 Extension 6, Koporo Street, NELLMAPIUS, 0122 - *Makgwale Pakeng Ireen*
195. Delisile Zondi - 910426 0139 \*\*\* - Mbayimbayi Location, Ward 21, PORT SHEPSTONE, 4240 - *Sinothando Delisile*
196. Cassidy Kelderman - 970805 0065 \*\*\* - 32 Loquat Avenue, BELHAR, 7493 - *Zara*

- 197.Nthakoana Anna Makhari - 020216 0488 \*\*\* - 56 Diederick Street, BLOEMFONTEIN, 9300 - *Rethabile Nthakoana Anna*
- 198.Nomantande Hlutwa - 860712 1221 \*\*\* - 4 Mvane , Nu 11, MOTHERWELL, 6211 - *Ntande Noluvuyo*
- 199.Muntu Nombuso Emmah Mavundla - 030622 0437 \*\*\* - Eskom No 204, DANNHAUSER, 3080 - *Nombuso Thulile Emmah*
- 200.Unathi Phelokazi Faith Mntundini - 851017 0333 \*\*\* - 24 Mbomvane Street, Kwadwesi, PORT ELIZABETH, 6000 - *Unathi Paballo*
- 201.Anamelanga Ntongana - 040506 1251 \*\*\* - 702 Kanana Location, ZASTRON, 9950 - *Ananelang*
- 202.Senzekile Patience Mathebula - 900422 1034 \*\*\* - 2529 Rampati Mahloka, Extension 2, PROTEA GLEN, 1819 - *Favour Senzekile Patience*
- 203.Chanté Edwards - 030222 0014 \*\*\* - 145 Bietou Road, Eastridge, MITCHELLS PLAIN, 7789 - *Shafiya*
- 204.Christopher Van Wyk - 760916 1355 \*\*\* - 7 Montreal Avenue, Mowbray, CAPE TOWN, 7700 - *Stacy Annabelle*
- 205.Een Sentso - 880719 0710 \*\*\* - Stand No 1816, Chavelagaza Next To Mkhari Tavern, ACORNHOEK, 1360 - *Een Delegate Tshwane*
- 206.Motshabo Lerato Mathiba - 031204 0775 \*\*\* - 119 Mashemang, GA-MAMABOLO, 0727 - *Lerato Thakgodi*
- 207.Nabeelah Peterson - 781014 0071 \*\*\* - 283 Swartgoud Street, WINCHESTER HILLS, 2019 - *Janean Dorianne*
- 208.Betty Panda - 780417 0777 \*\*\* - 2 Cross Street, President Ridge, JOHANNESBURG, 2000 - *Zoe Betty*
- 209.Athi Dlomo - 980114 0989 \*\*\* - Ward 15, Summerfield, UMZIMKHULU, 3297 - *Athenkosi*
- 210.Arthur Khoza - 980126 1341 \*\*\* - P O Box 81, LEGOGWE, 1222 - *Arthur Ayanda*
- 211.Seemole Mary Butjie - 980404 0434 \*\*\* - 1752 Block X, MABOPANE, 0190 - *Karabo Seemole Mary*
- 212.Siphesihle Aphiwe Ndlovu - 860928 1489 \*\*\* - Dumisani Makhaye Village, EMPANGENI, 3880 - *Siphesihle Khululiwe*
- 213.Namhla Marhedu - 970313 0525 \*\*\* - The Beaches, Summerstrand, GQEBERHA, 6000 - *Namhla Lelothando*
- 214.Alessia Stefania Maria Ramazzotti - 910107 0144 \*\*\* - 474 Kliprug Road, Val De View Estate, PAARL, 7646 - *Alessio*
- 215.Silindile Prudence Dlamini - 930331 6146 \*\*\* - D 708 Simunye Street, OSIZWENI, 2952 - *Silindile*

216. Paul Grant Obermeyer - 711209 0795 \*\*\* - 44 Swallow Street, Rand-En-Dal, KRUGERSDORP, 1739 - *Chantelle Cassandra*
217. Mavis Lindelwa Nkewu - 820417 0703 \*\*\* - 3584 Block 3, Lower Cross Roads, NYANGA, 7785 - *Lindelwa*
218. Peter Matanda - 771006 0300 \*\*\* - 12 Mooikloof Ridge, Stoneforest, PRETORIA, 0001 - *Zintathu*
219. Zama Zungu - 060123 1119 \*\*\* - 89 Steenvilla, Steenberg Complex, WYNBERG, 7824 - *Amanda Zama*
220. Lenah Motshweneng - 991201 1200 \*\*\* - 26 Monofo Street, BLOEMHOF, 2660 - *Karabo Lenah*
221. Nomthandazo Tshabalala - 050515 0278 \*\*\* - 473 Ikageng Street, Zone 11, JOHANNESBURG, 2000 - *Nomthandazo Omphemetse*
222. Bradley Moses - 010417 1505 \*\*\* - Polkadraai, Farmstall, STELLENBOSCH, 7599 - *Aurora Krotoa*
223. Kgotso Mthombeni - 780513 0297 \*\*\* - 788 Hoal Street, Montana Gardens, AKASIA, 0118 - *Lefa Kgotso*
224. Abongiwe Gqoboka - 920314 1293 \*\*\* - 274 Thea Avenue, Die Hoewes, CENTURION, 0163 - *Abongile*
225. Nomhle Nolwando Beauty Tolibadi - 580918 0231 \*\*\* - Clarkebury Area, NGCOBO, 5050 - *Nomhle Beauty*
226. Mosidi Abelinah Sennelo - 010807 0913 \*\*\* - 87 Burger Street, KRUGERSDORP, 1740 - *Tshomarelo Mosidi*
227. Ntombiyenlanhla Valecia Mkhize - 880718 0917 \*\*\* - Q No 16/38 Umlazi Township, UMLAZI, 4031 - *Snenhlanhla Siindile*
228. Dipuo Agnes Lenewa - 991006 1017 \*\*\* - Lomanyaneng Village, MAHIKENG, 2730 - *Nomthetho Patricia*
229. Rosina Ipfi Mphephu - 960121 1059 \*\*\* - 3011 Extension 9, Kwamakosi, GERMISTON, 1600 - *Ipfi*
230. Lindiwe Gcinile Maseko - 940102 1383 \*\*\* - 1751 Uhuru Peak, Alliance Extension 3, BENONI, 1501 - *Londiwe Gcinile*
231. Sanele Thamsanqelwa Sakasa - 800321 0336 \*\*\* - 2919 Whitewood Place, 3 Lifestyle Estate, Brooklands, KOSMOS, 0100 - *Sanele Georgiana*
232. Vhusiwana Awelani Sithole - 010319 0261 \*\*\* - House No 62, Itsani, HA-MUGUMO, 0942 - *Awelani*
233. Siindile Precious Gumede - 860811 0297 \*\*\* - 502 Kyalami Hills, 47 Maple Drive, MIDRAND, 1684 - *Precious*

234. Maphoshane Caroline Diale - 920322 0464 \*\*\* - 677 Extension 1, Loeriesfontein, NELLMAPIUS, 0122 - *Manku Caroline*
235. Andrea Mzamo - 010323 0689 \*\*\* - 1711 Gill Crescent, New Cross Roads, NYANGA, 7750 - *Ongezwa*
236. Astrid Anastasia Engelbrecht - 900128 0104 \*\*\* - 57 Citrus Street, BONTEHEUWEL, 7764 - *Anushka*
237. Monique Daniels - 970916 0211 \*\*\* - 42 Mangor Leiden, DELFT, 7100 - *Muniera*
238. Sizakele Chaka - 980716 0401 \*\*\* - 366 Hill Street, ARCADIA, 0083 - *Rosemary Sizakele*
239. Leah Kedimetse Bezant - 930720 0154 \*\*\* - 883 Sonderwater, Seretse, BOSHOFF, 8340 - *Leah Keisha Kedimetse*
240. Phemelo Caroline Mogane - 990419 0995 \*\*\* - 8 Andrew Muray Street, VANDERBIJLPARK, 1911 - *Jacqueline Matiti*
241. Olive Ellen Tswai - 780218 0366 \*\*\* - 13275 Extension 13, SOSHANGUVE, 0152 - *Tintswalo Olive Ellen*
242. Lebu Mumsie Shongwe - 761108 0384 \*\*\* - 24578 Casara Street, Extension 28, PROTEA GLEN, 1800 - *Lebogang*
243. Moipone Seboko - 941012 0239 \*\*\* - 1362 Hamilton Road, Batho Location, BLOEMFONTEIN, 9323 - *Moipone Wonderful*
244. Nocawe Precious Tshingana - 971228 0227 \*\*\* - S 1282 Nkanini, MAKHAZA, 7784 - *Senzekile Precious*
245. Precious Matebane - 051125 0905 \*\*\* - P O Box 473, MARISHANE, 1064 - *Precious Borolelo*
246. Malefu Dhlamini - 050803 0273 \*\*\* - 5210 Phomolong, SHARPEVILLE, 1928 - *Busisiwe Malefu*
247. Amahle Kheswa - 051101 5235 \*\*\* - Hlokozi Location, UMZIMKHULU, 3297 - *Nhlakanipho*
248. Moses Tlhakudi Heymann - 050618 5343 \*\*\* - 114 Winter Street, WESTENBURG, 0701 - *Eric Henny*
249. Maruputlane Kutloano Lesly Namanyana - 060327 5269 \*\*\* - Ncube Street, MAMELODI EAST, 0120 - *Maruputlane Kutloano*
250. Phuthego Lucy Seopane - 060328 6565 \*\*\* - 042 Bosehla, BOCHUM, 0790 - *Augustine*
251. Malesela Simon Langa - 720614 5725 \*\*\* - P O Box 12, Kgohloane, POLOKWANE, 0760 - *Mokala Simon*
252. Sàulle Samm Nyathi - 970728 5279 \*\*\* - 1687 Lood Street, TOEKOMSRUS, 1759 - *Samuels*
253. Cosmos Cuma Majikija - 861026 5788 \*\*\* - 5 Eales Street, ZWELITSHA, 5608 - *Cuma Chulumanco*
254. Sabelo Lulama Langeni - 790120 5497 \*\*\* - H 1446, UMLAZI, 4001 - *Siyabulela Lulama*

255. Sekitla Josias Chakane - 591002 5442 \*\*\* - 707 Mgitima Street, HEILSBRON, 9700 - *Sekitla Josiah*
256. Happy William Makgoba - 751221 5667 \*\*\* - B 2192, Siyahlala, SAULSVILLE, 0125 - *Moalusi Sempororo*
257. Tlhwadile Johannes Menyatso - 710830 5614 \*\*\* - 1735 Extension 5, Mayfield, DAVEYTON, 1520 - *Upa Tlhwadile Johannes*
258. Thafuma Nicodemus Gumbo - 550108 5838 \*\*\* - 1825 Motlhare Street, TLHABANE, 0301 - *Thafuma Nick*
259. Hlanganane Raymond Macheke - 020301 5385 \*\*\* - 8684 Jomo Mogopa, Extension 12, MOKOPANE, 0600 - *Charles Hlanganane Raymond*
260. Anelisiwe Ntlatywa - 020201 6102 \*\*\* - Majola Area, PORT ST JOHNS, 5120 - *Sanele Anelisiwe*
261. Molibeli David Mokhothu - 740320 5571 \*\*\* - 4 Mc Millan Avenue, Sherwood Gardens, BRAKPAN, 1541 - *David Pontsho Abraham*
262. Piet Nomswazi Mabena - 670603 5867 \*\*\* - 200 Block Aa, SOSHANGUVE, 0152 - *Stanley Nomswazi*
263. Jandsh Rambirith - 990906 6327 \*\*\* - 75 B Leri Road, GILLITTS, 4090 - *John*
264. Sphelele Zondi - 040224 6229 \*\*\* - 2993 Solomon Location, GREYTOWN, 3250 - *Phiweyinkosi*
265. Nthwanano Mazibuko - 060105 5334 \*\*\* - 3386 Section , Extension 1, Moleleki, KATLEHONG, 1432 - *Nthwanano Scelo*
266. Tshepo Hope Lucas Lekganyane - 870429 5368 \*\*\* - Stand No 215, MANANENG, 0452 - *Makgasa Johannes Tshepo*
267. Sifiso James Ralph Churu - 871007 5591 \*\*\* - 91 Loerie Street, ENTOKOZWENI, 1214 - *Sifiso Ralph*
268. Nkosinathi Loveboy Innocent Masiteng - 890416 5430 \*\*\* - 27 Dahlia Street, Azalea, STANDERTON, 2430 - *Tibello Samuel*
269. Terrence Makise Molobela - 900811 5889 \*\*\* - 2594 Block Gg, SOSHANGUVE, 0152 - *Terrence Mabokane*
270. Precios Phiri - 780916 5450 \*\*\* - 18937 Nhlangu Street, Extension 8, TSAKANE, 1550 - *Bongani Precious*
271. Tumelo Langwane Malapela - 050804 5294 \*\*\* - 4380 Uhmbo Street, BOKSBURG, 1459 - *Tumelo Dickson*
272. Raleshedi Eric Mokalapa - 760318 5403 \*\*\* - Mampholo Village, MASEMOLA, 7060 - *Ramokgokgothi Eric*



- 273.Kgomotso Lucas Van De Pol - 841109 5516 \*\*\* - 40 Sophia Izedinova Street, Westview, PRETORIA WEST, 0152 - *Lucas Jackson*
- 274.Kholopelo Westley Thobejane - 960524 5309 \*\*\* - 8679 Zone 8, Winnie Mandela, TEMBISA, 1632 - *Nkopodi Westley*
- 275.Lin-Mari Kotzé - 030518 6222 \*\*\* - 7 Rinkhals Street, KATHU, 8446 - *Kayden*
- 276.Benny Maluleka - 950212 5881 \*\*\* - 566 Pretorius Street, PRETORIA, 0001 - *Nayothirum Prodigy*
- 277.Dalelyn Anthony Daniels - 891210 5173 \*\*\* - 52 Buffalo Crescent, DELFT, 7100 - *Tauriq*
- 278.Hlophago Johannes Tleane - 980105 5983 \*\*\* - No 40145, Ga-Maja, KOPERMYN, 0719 - *Madimetja Johannes*
- 279.Pardon Mathebula - 010122 5526 \*\*\* - 1985 Cottondale, ACORNHOEK, 1360 - *Ivan Pardon*
- 280.Conway Pedro Louw - 970129 5217 \*\*\* - 7 Ryan Road, PARROW, 7400 - *Zubair*
- 281.Stefano Anthony Samuels - 960903 5128 \*\*\* - 26 Hermes Road, Eureka Estate, ELSIESRIVER, 7490 - *Shuaib*
- 282.Cyril Sanele Ndokweni - 940508 5723 \*\*\* - 153 Smith Street, DURBAN, 4001 - *Lusanele Joseph*
- 283.Matome Ntlekoana - 990625 5510 \*\*\* - 4427 Phase 1, Braamfischerville, ROODEPOORT, 1724 - *Ntlane Arnold*
- 284.Dick Makaringe - 871225 5663 \*\*\* - 904 Section E, GIYANI, 0826 - *Dixon Kaya*
- 285.Moloko Katlego Maphoto - 020524 5473 \*\*\* - Desmond Park, BOCHUM, 0790 - *Masekela Katlego*
- 286.Cokisile Matinise - 840904 5443 \*\*\* - 5353/32 Extension 2, WEDELA, 2499 - *Cokisile Duke*
- 287.Bangumenzi Ernest Nene - 800929 6204 \*\*\* - V 4 – 7 Sotho Section, VOSLOORUS, 1475 - *Bongumenzi Ernest*
- 288.Chumanda Sukwana - 940602 5306 \*\*\* - 24058 Mavuso Street, KWAZAKHELE, 6205 - *Chumanda Shane*
- 289.Excellent Siphwayinkosi Gumede - 800901 5454 \*\*\* - 2 Main Reef Road, Fountain Plaza, RANDFONTEIN, 1760 - *Siphive*
- 290.Ncamile Mothibi - 050424 5832 \*\*\* - 423 D Section, BOTSHABELO, 9781 - *Lethabo Vuyo*
- 291.Mangwana Regionald Mafuyeka - 050527 6181 \*\*\* - P O Box 892, THULAMAHASHE, 1365 - *Tumisho*
- 292.Vuxaka Beyonce Maluleke - 050426 6283 \*\*\* - Stand No 83, Mininginisi, GIYANI, 0826 - *Vuxaka Billato*
- 293.Nkateko Baldwin Sethole - 051016 5788 \*\*\* - No 42, Ntsumele B, VUWANI, 0952 - *Mulweri*

294. Thurlin, Peter Marinus - 030715 5103 \*\*\* - 9 Eikenbosch Street, KUILSRIVER, 7580 - *Thurlin Peter*
295. Johannes Motalane - 910924 5536 \*\*\* - 135 Curzon Road, Bryanston, SANDTON, 2191 - *Samuel Ex*
296. Shelby Barnard - 930503 0047 \*\*\* - 45 Sun Valley Drive, Costa Sarda, KNYSNA, 6571 - *Shelby Johnson*
297. Ntombizine Madikane - 950604 0844 \*\*\* - Magutywa Area, TSOLO, 5170 - *Ntombizine Athenkosi*
298. Samazulu Madlala - 000325 0789 \*\*\* - Ngcingo Location, BIZANA, 4800 - *Asavela*
299. Siliziwe-Thina Zenani - 951219 0562 \*\*\* - 52 Sandpiper Crescent, Electric City, EERSTRIVIER, 7100 - *Siliziwethina*
300. Rethabile Segopotje Leshilo - 940611 0570 \*\*\* - House No A0164, TOOSEN, 0755 - *Rethabile Lefalane*
301. Ntombikhona Pretty Dlamini - 900202 1261 \*\*\* - Msunduze Area, NDWEDWE, 4342 - *Akhona*
302. Refentje Lekentle Manotoane - 010417 0594 \*\*\* - Ga-Manotoane, ATOK, 0737 - *Refentje*
303. Julia Mirriam Mamaila - 860212 0389 \*\*\* - 1454 Naledi Street, Mhluzi, MIDDELBURG, 1050 - *Princess Julia Mirriam*
304. Thakgatso Alice Sambo - 971223 0498 \*\*\* - Nakuikoaneng, ZEBEDELA, 0632 - *Thakgatso*
305. Nomsa Duduzile Mokoena - 780407 0539 \*\*\* - Flat No 63, Ikageng 10C, POTCHEFSTROOM, 2531 - *Nombulelo Nomsa Duduzile*
306. Lucinda Jane Philander - 980107 0115 \*\*\* - 5 Seemeeu Crescent, Seawinds, STEENBERG, 7945 - *Imaan*
307. Mercia Melissa Meyer - 910222 0203 \*\*\* - 91 Rooihout Street, BONTEHEUWEL, 7764 - *Malikah*
308. Mpule Molate Sekgala - 981014 0312 \*\*\* - 30044 Sepakapakeng Street, Mphanama, MPILO, 1069 - *Mule Malesele*
309. Nhlanhla Khanyi Millicent Siyaya - 941005 0215 \*\*\* - Unit 3, Thendos Place, Groblerspark, ROODEPOORT, 1724 - *Othandwayinkosi*
310. Rebekah Rachel Russool - 990514 0467 \*\*\* - 3 Hawkham Grove, Westham, PHOENIX, 4068 - *Tazneem*
311. Thembelihle Elsie Pilson - 940210 0347 \*\*\* - 2041 Tsukudu Street, Mamelodi Gardens, PRETORIA, 0122 - *Thembelihle*
312. Amokgelang Charmaine Tsetetsi - 010414 1191 \*\*\* - House No 13466, Extension 8A, ORANGE FARM, 1841 - *Amogelang Charmaine*
313. Norah Maryann Lesupi-Mollo - 701107 0368 \*\*\* - 43 Greyvillea Street, MEYERSDAL, 1448 - *Norah Merianna*

314. Boitumelo Valencia Kodisang - 880404 0234 \*\*\* - 3483 PP Makhubu Street, Wattville, BENONI, 1501 - *Boitumelo Lindiwe Rosy*
315. Ruth Muabulule Khumalo - 990104 0349 \*\*\* - 59 Zola Place, HAMBANATHI, 4399 - *Samkelisiwe Ruth Muabulule*
316. Liphho Marabe - 780806 5544 \*\*\* - 85 Du Plooy Street, BETHAL, 2310 - *Liphho Deen*
317. Keano Jacobs - 990913 5973 \*\*\* - 22 Mahogany Street, BONTEHEUWEL, 7764 - *Uzair*
318. Leornard Letsiri Tlaka - 910628 5772 \*\*\* - 5243 False Olive Street, Chief Luthuli Park, BENONI, 1513 - *Mmesheng Leonard*
319. Phakiso Lerato Mataitsane - 780628 5541 \*\*\* - 22 Brentford Crescent, Midstream Estate, CENTURION, 1692 - *Phakiso Pax Lerato*
320. Michael Jonothan Graham - 030320 6381 \*\*\* - 14 Coral Road, BLOUBERGSTRAND, 7441 - *Michael Jonathan*
321. Joseph Hastings Nkosi - 000622 5157 \*\*\* - 298 Beiruit Street, MABOPANE, 0190 - *Kgomotso Joseph Hastings*
322. Fortune Kope Tsiyana - 930622 5921 \*\*\* - Stand No 1030, MOTOTI, 0400 - *Fortune Makube*
323. Williers Jurgens Immelman - 990729 5617 \*\*\* - 46 Meermin Avenue, Reebok, MOSSELBAY, 6530 - *Robin Williers*
324. Morris Padikie Morgan - 810730 5349 \*\*\* - 70 Corner Adeleide Street, Cashan, RUSTENBURG, 2999 - *More Othusitse*
325. Thabiso Mogaranedi Mametja - 950630 5798 \*\*\* - Stand No 275, LUCKAU, 0400 - *Thabiso Makopole*
326. Brandon Chad Dirks - 921207 5222 \*\*\* - 97 Eland Street, KEWTOWN, 7764 - *Abdul Qadir*
327. Chezlin Wade George - 941005 5133 \*\*\* - 15 Georgia Crescent, COLORADO PARK, 7785 - *Qaeed*
328. Kevin Clint Jacobs - 951125 5105 \*\*\* - 28 Fortuin Avenue, Nieuveld Park, BEAUFORT WEST, 6970 - *Kamaal Kevin Clint*
329. Mogammad Shaakir Mohamed - 950812 5325 \*\*\* - 23 Murray Street, De Kuilen, KUILS RIVER, 7580 - *Shaakir*
330. Kabelo Morake - 980926 1388 \*\*\* - 47 Kathleen Crescent, NORTHWOLD, 2155 - *Logan Kabelo*
331. Wade Basil Smith - 940724 1405 \*\*\* - 28 Duke Street, Observatory, CAPE TOWN, 7925 - *Sarah Guinevere*
332. Letty Lesego Baloyi - 990609 6447 \*\*\* - 5891 Winnie Mandela Street, Zone 5, TEMBISA, 1632 - *Kamogelo Lesego*

333. Nicole Jane Baxter - 011231 6321 \*\*\* - 13 Dennesig Street, STELLENBOSCH, 7600 - *Nick Jonah*
334. Godfrey Maripana - 950707 5804 \*\*\* - House No 996, Dinotji Village, JANE FURSE, 1085 - *Makhaya Godfrey*
335. Benjamin Maseko - 010226 6049 \*\*\* - 28 Edward Crescent, PENNINGTON, 4184 - *Benjamin Zukile*
336. Muhamad Metswamere - 040828 6071 \*\*\* - House No 30262, Tloung Village, MAHIKENG, 2740 - *Bokamoso Muhamad*
337. Kholofelo Mahume Mphaphatha - 910629 5839 \*\*\* - D6 Makause Squatter Camp, Primrose, GERMISTON, 1401 - *Kholofelo Lehlage*
338. Sabelo Thandokuhle Andrew Mchunu - 750828 5455 \*\*\* - 63 Jakkalsfontein, Ged 528, BRONKHORSTSPRUIT, 1020 - *Nomabala Simile Sthandokuhle*
339. Sanele Nobheje Mthembu - 890329 5635 \*\*\* - Unit 25, Block 40, Umloziglebe Hostel, DURBAN, 4023 - *Sanele*
340. Tshepo Jeremiah Matiwane - 830402 6146 \*\*\* - House no 29650, Chris Hani 2, BLOEMFONTEIN, 9300 - *Themba Jeremiah*
341. Mafulufulu Mapoleon Thanguane - 040805 6400 \*\*\* - Stand No 501, Mukondeni, MASHAMBA, 0900 - *Napoleon*
342. Thapelo Daniel Stevens Morolong - 970419 5235 \*\*\* - 603 Letlape Street, Extension 7, VOSLOORUS, 1475 - *Alfred*
343. Tryphine Nzimande - 850328 1254 \*\*\* - House No 1082, Extension 2, MBALENHLE, 2285 - *Hlengiwe Tryphine*
344. Khonziwe Chiyi - 931225 0406 \*\*\* - House No 197401, Umzinyathi, INANDA, 4310 - *Khonziwe Nondumiso*
345. Gaobotse Mampies - 961111 0162 \*\*\* - 1035 Stone Street, Galeshewe, KIMBERLEY, 8345 - *Chandler*
346. Yonela Ntozini - 000422 1199 \*\*\* - Msintsana Area, NGCOBO, 5050 - *Yonela Khanya*
347. Joyline Motlhatswi - 880929 0959 \*\*\* - 1399 Atamelang Street, Batlhoros, KURUMAN, 8460 - *Kealeboga Joyline*
348. Cynthia Ntunja - 020104 0905 \*\*\* - Mahasana, WILLOWVALE, 5040 - *Noluyanda Cynthia*
349. Julia Alexis Woodman - 860212 0174 \*\*\* - 75 Megan Street, Tafelsig, MITCHELLS PLAIN, 7785 - *Zulaikha*
350. Bernadede Viardonia Beata Fortune - 861224 0169 \*\*\* - 15 Cinda Park, 9th Avenue, ELSIES RIVER, 7490 - *Bernadine*
351. Shodangani Mbali Mtshali - 990908 1117 \*\*\* - Hlazakazi Area, NQUTU, 3135 - *Mbali*

352. Seage Adelaide Paile - 890810 1057 \*\*\* - Stand No E28, Makaepa , TAFELKOP, 0470 - *Mokgohlwe Adelaide*
353. Stacey Margaret Abbas - 911003 1279 \*\*\* - 44 Tweedy Street, Brenthurst, BRAKPAN, 1541 - *Sayyidah Stacey*
354. S'philile Nokubongwa Mtshali - 050823 1309 \*\*\* - 83 Thaka Street, Jeppe, JOHANNESBURG, 2001 - *Suphilile Nokabongwa*
355. Thabo Mathonsi - 970101 6153 \*\*\* - 0317 Wonderkoop, Skoonplas, MARIKANA, 0284 - *Thabo Mongezi*
356. Tumelo Mabangula - 860508 5504 \*\*\* - 6 Michelle Street, Klein Parys, PAARL, 7646 - *Phathuxolo Tumelo*
357. Siphosethu Sibetha - 950303 6568 \*\*\* - Gqumeni Location, BULWER, 3244 - *Siphosethu Sandile*
358. Richard Monama - 920310 5958 \*\*\* - House No 21573, Extension 07, SOSHANGUVE, 0152 - *Richard Letlakane*
359. Anele Khoza - 040701 5371 \*\*\* - Matikwe, INANDA, 4310 - *Banele Lindelani*
360. Aphiwe Ngcobo - 031111 5477 \*\*\* - 41148 Sihongane Road, CATORIDGE, 3680 - *Sfundo Aphiwe Mabutho*
361. Nokubonga Thokozani Sithole - 021106 5601 \*\*\* - Stand No 1653, STEENBOK, 1347 - *Siyabonga Thokozane*
362. Sengange Robin Phasha - 920417 6394 \*\*\* - Phasha-Selatole, DRIEKOP, 1129 - *De-Beztl Makgalanoto*
363. Lena Mucky Mhlanga - 950728 6271 \*\*\* - House No 513, Block 14, Moloto, KWAMHLANGA, 1022 - *David Tsantsu*
364. Kgwathe Stephens Mathibela - 890304 5410 \*\*\* - Moteti CC, Hlalampsa Section, GROBLERSDAL, 0477 - *Kabišhi Stephens*
365. Lehlagare Eric Mokwana - 880117 6052 \*\*\* - 45 Porter Street, BRAKPAN, 1541 - *Eric*
366. Kgotso Juniour Moloto - 040426 5440 \*\*\* - 216 St Lucia Street, Maokeng Section, MAOKENG, 1633 - *Kgotso Sam-Jr*
367. Gcobisa Mtswesi - 980314 0657 \*\*\* - 1861 Neil Armstrong Street, FREEDOMPARK, 1818 - *Gcobisa Asemahle*
368. Sinazo Vayo - 960723 0790 \*\*\* - House No F 2095, Europe, NYANGA, 7750 - *Alutha Sinazo*
369. Nishaat Douglas - 850128 0211 \*\*\* - 16 Mylne Street, WORCESTER, 6850 - *Beuanice Rendoline*
370. Micaela Khoza - 000722 0215 \*\*\* - N34 Hlongwa Crescent, UMLAZI, 4066 - *Micaela Skyler Alexis*
371. Christinah Sibongile Ntwanambi - 771029 0212 \*\*\* - 861 Puttick Avenue, Sundowner, RANDBURG, 2161 - *Sibongile*

372. Danseile Agnes Mboyaza - 861116 0308 \*\*\* - 110 Silver City, BEKKERSDAL, 1779 - *Dumazile Agnes*
373. Amy Marshall Marshall - 841105 0061 \*\*\* - 127 – 1st Street, Parkmore, SANDTON, 2196 - *Amy Grant*
374. Salamina Thandi Nkwewezi - 911128 0503 \*\*\* - 11002 Qosho Street, Zone 7B, SEBOKENG, 1983 - *Thandi*
375. Evelyn Sibongile Magwanya - 830826 0697 \*\*\* - 1056 Mahabane Street, MOHLAKENG, 1759 - *Sibongile*
376. Pilisiwe Detshe - 971021 5899 \*\*\* - Mdikisweni Area, BIZANA, 4800 - *Lungisile*
377. Ivan Wilson - 840927 5273 \*\*\* - 202 Jukskei Court, Waterval, Newlands, JOHANNESBURG, 2093 - *Imran Ivan*
378. Brown Mapipi Maphutha - 380228 5374 \*\*\* - House No 367, Block H, SOSHANGUVE, 0152 - *Brown Simon*
379. Ebrahim Brian Adam - 810202 5361 \*\*\* - 9 Barracuda Road, NEWLANDS EAST, 4037 - *Sibusiso Brian*
380. Mbukiswa Emmanuel Gasa - 860912 5511 \*\*\* - D 28 Unit 4, Mpumalanga Township, HAMMASDALE, 3700 - *Khulekani*
381. Siyabonga Ryan Mbanjwa - 850427 6119 \*\*\* - E1266 Josia Mapholoba Street, UMLAZI, 4031 - *Siyabonga*
382. Tshahledi Job Matji - 920805 5760 \*\*\* - 269 Mohlaletse Street, Malaeneng, APPEL, 0739 - *Joseph Wonders*
383. Kenneth Lesiba Makgoale - 861218 5640 \*\*\* - Hweleshaneng, MPHAHLELE, 0736 - *Kenneth Matsakane*
384. Johnson Fumane Mokwana - 001005 5390 \*\*\* - Ga-Masha, JANE FURSE, 1085 - *Johnson*
385. Mogammed Junaid Levy - 930816 5347 \*\*\* - 47 Ametis Street, LENASIA, 1829 - *Muhammed Junaid*
386. Thamsanqa Jwara - 701006 0737 \*\*\* - 22 Kickenny Close, Bonela, MAYVILLE, 4091 - *Nomathamsanqa*
387. Koketso Concelia Matome - 030712 0597 \*\*\* - House No 9453, Block C, Portion 9, HAMMANSKRAAL, 0400 - *Koketso Concelia Mckayla*
388. Diale Baatseba Mahloko - 000326 0920 \*\*\* - 2 Seleteng, MPHAHLELE, 0736 - *Ramatsimele Baatseba*
389. Mpho Masilo - 041216 5239 \*\*\* - Unit 4789, Midrand Village, Security Estate, CLAYVILLE, 1666 - *Mpho Karabo Benert*
390. Mahomed Juniad Hamid - 950205 5047 \*\*\* - 1 Fletcher Crescent, Witkoppe Ridge, IMPALA PARK, 1618 - *Junaid*

391. Mothoke Philemon Murwa - 561010 5411 \*\*\* - Makurung, GA MPHAHLELE, 0736 - *Kgopane Phillimon*
392. Makarteng Martins Phadi - 990323 5829 \*\*\* - House No 1018B, Mangaung, WITSIESHOEK, 9870 - *Tsholedi Martins*
393. Pontsho Godfrey Madala - 830304 5676 \*\*\* - 295 Research Road, PRETORIA WEST, 0183 - *Maselaga Pontsho Godfrey*
394. Aggrey Percy Sibiya - 781210 5151 \*\*\* - House No 30483, Extension 11, MAMELODI, 0122 - *Aggrey Sivumelwano*
395. Kgoadu Tenny Mmatsaka - 860909 6579 \*\*\* - 4616 Seolo Street, Extension 4, SOSHANGUVE EAST, 0152 - *Matome Tenny*
396. Oscar Tinyiko Nkwenyika Phaswana - 930708 5169 \*\*\* - 72 Masevumule Street, SAULSVILLE, 0125 - *Oscar Tinyiko*
397. Joseph Innocent Sikhumbuzo Sibiya - 650129 5491 \*\*\* - 292 Malaka Street, Mamelodi Heights, MAMELODI WEST, 1800 - *Innocent Skhumbuzo*
398. Sabelo Sduduzo Msimango - 970412 5848 \*\*\* - 140 – 3rd Avenue, Bezuidenhout Valley, JOHANNESBURG, 2094 - *Muzi Sabelo Sduduzo*
399. Thawene Mahlakoane - 981008 5076 \*\*\* - House No 3413, Zone B, LEBOWAKGOMO, 0737 - *Thawene Kgotso*
400. Londani Eugene Netshakhuma - 920929 5600 \*\*\* - 20 Almond Road, Primrose, GERMISTON, 1401 - *Mhlanganisi Eugene*

## DEPARTMENT OF HOME AFFAIRS

NO. 4736

19 April 2024

**ALTERATION OF SURNAMENES IN TERMS OF SECTION 26 OF THE BIRTHS AND DEATHS REGISTRATION ACT, 1992  
(ACT NO. 51 OF 1992)**

The Director-General has authorized the following persons to assume the surnames printed in *italics*:

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198. Ababalwe Yonela Manamela - 060216 0348 \*\*\* - 64 – 12th Avenue , EDENVALE, 1610 - *Mahashe-Manamela*
199. Phuti Rethabile Ratjatji - 051015 0187 \*\*\* - 231 Moletjie , LEOKAMA, 0742 - *Moabelo*
200. Oratile Bonolo Majijana - 051218 0550 \*\*\* - 1990 Nkululeko Street, Munsieville, , KRUGERSDORP, 1740 - *Mogapi*
201. Mary Michelle Van Der Linda - 991225 0093 \*\*\* - 20773 Zone 2, Santa, , KIMBERLEY, 8301 - *Van Der Linde*
202. Katlego Phomello Motaung - 001105 0181 \*\*\* - Portion 26, Angola Road, , CLOVERDENE, 1520 - *Madisa*
203. Nozuko Coley Skosana - 830604 0510 \*\*\* - 15 Times Square, 2 Primula Street, , LINTON GRANGE, 6025 - *Ndzakana*
204. Vanessa Kgahliso Zintle Buthelezi - 970202 0457 \*\*\* - 37 Maitland Avenue, Sharon Park, , NIGEL, 1490 - *Mokoena*
205. Precious Kgantshane Sejake - 890915 0480 \*\*\* - 3413 Morajane Street , DUDUZA, 1496 - *Thlapi*
206. Alzandrô Auylosuis Van Staden - 030615 5434 \*\*\* - 612 Azilia Street , DOUGLAS, 8730 - *Leukes*
207. Ramathuba Jeremiah Tlakale - 520621 5264 \*\*\* - House No 3255, Extension 04, , VAALWATER, 0530 - *Kedikilwe*
208. Mzwamanyathi Maridi - 840311 5778 \*\*\* - 59540 Joyce Modimeng, Kuyasa, , KHAYELITSHA, 7784 - *April*
209. Kayden Lesar - 050616 5248 \*\*\* - 70 Wellington Street , GOODWOOD, 7460 - *Africa*
210. Bandile Mosikidi - 050604 5878 \*\*\* - 55/10 Small Farm , EVATON, 1984 - *Ndlovu*
211. Lucan Snyders - 051115 5445 \*\*\* - 7 Monsoon Road , ROCKLANDS, 7785 - *Lakay*
212. Inam Ngomani - 050109 6028 \*\*\* - Gqukunqa Area , QUMBU, 5180 - *Bhala*
213. Ntando Ndlovu - 051129 6400 \*\*\* - Milford Farm , DUNDEE, 3000 - *Mvelase*

- 214.Siyabonga Ngcobo - 050616 6271 \*\*\* - Rutland , DANNHAUSER, 3080 - *Zwane*
- 215.Siyamthanda Shayi - 061018 5061 \*\*\* - 6650 Hlalani , GRAHAMSTOWN, 6139 - *Ntsho*
- 216.Cowen Mpho Makhubu - 730414 5929 \*\*\* - 2784 Setate Street , GERMISTON, 1401 - *Monyela*
- 217.Thuto Alvin Marumo - 051226 5636 \*\*\* - A 98 Gamasepa Village , KURUMAN, 8460 - *Molaolwa*
- 218.Inathi Tomose - 070210 5786 \*\*\* - 74033 Vumensani Street , ZWELITSHA, 7784 - *Jonas*
- 219.Mangazeni Nicolas Dlamini - 720221 5492 \*\*\* - 6 Galahad Road, Dawn Park, , BOKSBURG, 1459 - *Mdhlalose*
- 220.Madimetja Reuben Morulane - 640603 5485 \*\*\* - No 010741, Polar Park, , MOKOPANE, 0600 - *Phaswane*
- 221.Rammule Piet Kgatlhe - 640913 5943 \*\*\* - 4346 Extension 6, Unit D, , TEMBA, 0407 - *Modise*
- 222.Simphiwe Brighton Yende - 850214 6076 \*\*\* - No 1266 , OSIZWENI, 2952 - *Mkhaliphi*
- 223.Morris Mqondisi Maphanga - 820113 5417 \*\*\* - 6397 Section 4 , MADADENI, 2951 - *Xaba*
- 224.Siyanda Baduza - 910521 6101 \*\*\* - 1206 Mputa Close, Kayamandi, , STELLENBOSCH, 7600 - *Ngele*
- 225.Ramaditsi Peace Sejake - 030326 5600 \*\*\* - 3413 Morajane Street, Duduza, , NIGEL, 1490 - *Tlhapi*
- 226.Mfuneko Civilson Ncube - 021122 5491 \*\*\* - 8655 Casablanca Street, Windmill Park, , BOKSBURG, 1459 - *Sibuta*
- 227.Ntando France - 051117 5481 \*\*\* - 23184 Phumeza Street, Bardale, , MFULENI, 7100 - *Ntllelbi*
- 228.Edgar Mandla Keforilwe - 710128 5671 \*\*\* - 27 Own Road , GREENHILLS, 1759 - *Matiwane*
- 229.Freddie Matome Pilusa - 960317 5654 \*\*\* - 6130 Burundi Street , COSMO CITY, 2010 - *Mohale*
- 230.Sthokozile Sindisiwe Chirwa - 010411 0596 \*\*\* - 4489 Masinda Road , LAMONTVILLE, 4027 - *Mkize*
- 231.Matshepo Hope Sehametso - 000522 0192 \*\*\* - 12200 Extension 7 A , ORANGE FARM, 1805 - *Mofokeng*
- 232.Thapelo Precious Mafuyeka - 850601 0732 \*\*\* - 1599 Aphane Street , REFILWE, 1003 - *Maimela*
- 233.Tshephisho Caltonia Lamola - 890705 0687 \*\*\* - 395 Mashemong , Tembisa, , KEMPTON PARK, 1632 - *Nkoana*
- 234.Tshegofatso Monicca Mongale - 050716 0301 \*\*\* - 1777 Extension 1 , SOSHANGUVE, 0152 - *Mathule*
- 235.Sindiswa Sikhosana - 051222 0310 \*\*\* - B158 Raditsila Street , DUDUZA, 1496 - *Gaga*
- 236.Adriné Louw - 060224 0196 \*\*\* - 95 – 2nd Street , BOKSBURG, 1400 - *Wessels*
- 237.Thoredi Lesedi Mahlangu - 050410 0102 \*\*\* - 288 South Street, 40 Lago Complex , CENTURION, 0167 - *Nobela*
- 238.Sinethemba Jabulile Mazibuko - 010717 1146 \*\*\* - Ngonyameni , LOSKOP, 3330 - *Ntshalintshali*
- 239.Sphephile Noziswa Kali - 051002 1338 \*\*\* - Edubeni Area , MELMOTH, 3835 - *Nkande*
- 240.Lungile Petronella Mthethwa - 870211 0469 \*\*\* - 1053 Danganya Area , UMKOMAAS, 4170 - *Memela*
- 241.Mamane Mable Sehopela - 790519 0236 \*\*\* - 73 Kgaphahadi , GROBLERSDAL, 0122 - *Lekaale*



242. Minenhle Mntambo - 051004 1416 \*\*\* - 2474 Section F , EKUVUKENI, 2920 - *Mgaga*
243. Gayron Mphumeleli Mhlungu - 870606 5322 \*\*\* - 1108 Zibu Village , HAMMARSDALE, 3699 - *Luthuli*
244. Shudufhadzo Mulaudzi - 000524 6287 \*\*\* - No 282, Tshimbupfe , VUWANI, 0052 - *Muvari*
245. Lithembe Salvador - 010723 5403 \*\*\* - 50552 Leeubekkie Hp , HEINZ PARK, 7785 - *Mhluzi*
246. Thembelihle July Dhlamini - 910719 6166 \*\*\* - 9810 Extension 7 B , ORANGE FARM, 1841 - *Makhubo*
247. Tumelo Jeffrey Mphahlele - 860722 6197 \*\*\* - 6308 Spekvreter , CENTURION, 0157 - *Mahlangu*
248. Mbongiseni Wiseman Xulu - 860310 6551 \*\*\* - Madresini Area , VRYHEID, 3100 - *Phakathi*
249. Tamie Dlamini - 880801 5853 \*\*\* - House No 3375, Ward 11, , NEWCASTLE, 2940 - *Nqalo*
250. Kwandile Sfiso Khanyile - 040912 6120 \*\*\* - A 666 Siyanto , KWA DUKUZA, 4450 - *Biyela*
251. Tshepego Moeng - 040909 6272 \*\*\* - 14 Jabula , GERMISTON, 1428 - *Malatjie*
252. Beau Leruo Mohlala - 050718 5459 \*\*\* - 4672166 Phumula, Extension 21, , GERMISTON, 1400 - *Thutse*
253. Koketso William Phiri - 050705 5143 \*\*\* - 1892 Block Tt , SOSHANGUVE, 0152 - *Mochosha*
254. Bongumenzi Ayanda Maphalala - 050407 5473 \*\*\* - Nguga Location , IMPENDLE, 3200 - *Ndlovu*
255. Vulani Pontia Mboweni - 050306 5508 \*\*\* - 10 Cherrywood Close , CENTURION, 0157 - *Shilubana*
256. Sbhongakonke Prince Makhathini - 060201 5803 \*\*\* - Sandwane Area , NQUTU, 3135 - *Mthembu*
257. Sibonakaliso Lungani Marvin Mpungose - 831123 5318 \*\*\* - Doringkop Area , KWA DUKUZA, 4450 - *Mkhwanazi*
258. Ayavuya Shaun Mbusi - 041214 5654 \*\*\* - Kwangquba Village , STERKSPRUIT, 9762 - *Dumzela*
259. Nhlanhla Ntokozo Tshili - 050312 5663 \*\*\* - 8572 Noko Street, Tsakane, , BRAKPAN, 1550 - *Khumalo*
260. Norman Melusi Khumalo - 780817 5545 \*\*\* - P O Box 843 , MAHLABATINI, 3865 - *Ntombela*
261. Kgothatso Khoza - 000902 5977 \*\*\* - 1866 Block 5 , MOLOTO, 1000 - *Kekana*
262. Sandile Teddy Shandu - 870301 5417 \*\*\* - 6936 Eziphazini , PIET RETIEF, 2380 - *Malinga*
263. Sibusiso Eric Mashego - 790505 5851 \*\*\* - 9 Paul Avenue , PIETERMARITZBURG, 3200 - *Mabizela*
264. Mario Mankalabu Serota - 050517 5797 \*\*\* - Stand No 29, Marobane, , BOCHUM, 0790 - *Molomo*
265. Mandisa Dhludhlu - 051022 5373 \*\*\* - Belgrade Area , PONGOLA, 3170 - *Mtshali*
266. Malesela James Molala - 080412 5160 \*\*\* - 327 Mosopotamia , MOKOPANE, 0610 - *Maakamedi*
267. Ishmael Thabiso Mokabo - 960622 5326 \*\*\* - 402 Nyalalong , ALLEN RIDGE, 9490 - *Mautse*
268. Madoda Mthabela - 800408 5455 \*\*\* - 86 Van Hulsteyn Street , KENILWORTH, 2190 - *Ndaba*

269. Dimitose Enerst Monnye - 050102 5555 \*\*\* - 427 Zsehlakong , TZANEEN, 0850 - *Seoka*
270. Manqoba Godson Stanley Fetanang - 971012 5431 \*\*\* - 77 Tshetlo Street , KWA THEMA, 1575 - *Thwala*
271. Tebogo Macdonald Molefe - 860202 5640 \*\*\* - 19 Charity Mthemba Avenue, Extension 18, , MAMELODI EAST, 0122 - *Molelekwa*
272. Azola Sombetshe - 820831 5331 \*\*\* - 25 Ashworth Crescent , DURBANVILLE, 7550 - *Kalimashe*
273. Bulelani Columbus Lwana - 890103 5227 \*\*\* - 5527 Extension 6 , GRAHAMSTOWN, 6139 - *Twani*
274. Magasa Olick Madike - 750707 5442 \*\*\* - 100097 Stand, Makgaung Village, , GA-SEKORORO, 0890 - *Magomane*
275. Thabo Mankayi - 870521 5425 \*\*\* - 385 Zone 7, Winnie Mandela, , TEMBISA, 1632 - *Mello*
276. Fanafuthi Vulani - 941205 5729 \*\*\* - 6174 Extension 8 , IVORY PARK, 1685 - *Madladla*
277. Mashudu Makhado - 050918 5598 \*\*\* - 3310 Taramani, Mapate, , THOHOYANDOU, 0950 - *Tshishonga*
278. Thorn Manganye - 030518 5943 \*\*\* - Stand No 333, Khakhala Village, , GIYANI, 0826 - *Ngunyule*
279. Siko Bhabhemleni - 990922 5769 \*\*\* - 266 Minel Street , CAPE TOWN, 7710 - *Matamo*
280. Atlegang Pogisho - 031114 5607 \*\*\* - 913 E Manthe Village , TAUNG, 8584 - *Setlhare*
281. Tshembani Douglas Matsimbi - 990819 6130 \*\*\* - Stand No 386 , MNINGINISI, 0826 - *Mabunda*
282. Omphile Kuane - 060203 6459 \*\*\* - 2501 Zone 2 , ITSOSENG, 0744 - *Kgaje*
283. Lesego Kgowe - 010106 5650 \*\*\* - 4883 Seloshesha , THABA NCHU, 9780 - *Khemisi*
284. Gorden Lewellen Douw - 880604 5162 \*\*\* - 30 Weaver Street , KIMBERLEY, 8301 - *Diedericks*
285. Samkelo Tenza - 040114 6012 \*\*\* - Oshabeni Location , PORT SHEPSTONE, 4240 - *Ndlovu*
286. Mohamad Jerryman - 900828 5407 \*\*\* - 74 Nomzamo Park , ORLANDO EAST, 1804 - *Nkosi*
287. Siyabonga Sabelo Kubheka - 961221 5929 \*\*\* - Room 520, Block W 3, , SAULSVILLE, 0125 - *Dlamini*
288. Boitumelo Molletoe Mohapi - 871230 5287 \*\*\* - 2134 Moshoeshe Road, Rocklands, , BLOEMFONTEIN, 9300 - *Ralikhomo*
289. Sandile Richard Mawela - 920330 6287 \*\*\* - 7 Bradford Close , PARKLANDS, 7441 - *Madia*
290. Rendani France Mutswari - 040608 6452 \*\*\* - No 323, Ramukuba, , VUWANI, 0952 - *Mulokwe*
291. Madimetja Tshephang Ledwaba - 051228 5760 \*\*\* - Stand No 122, Mashashane, , MONOTWANE, 0745 - *Kganyago*
292. Kuhlula Mapindani - 050828 5880 \*\*\* - Gijamhandeni , MALAMULELE, 0982 - *Hlungwani*
293. Tshwarelo Jan Rapetswa - 910607 5771 \*\*\* - 997 Mabua , WALMAN, 0483 - *Mlambo*
294. Naledi Noeleen Buthelezi - 041015 1158 \*\*\* - 42 Vuyo Road , CAPRICORN, 7945 - *Jeza*
295. Nkateko Ouma Maluleke - 890815 1127 \*\*\* - Stand No 2313, Risinga View, , GIYANI, 0826 - *Mkhawana*

- 296.Rito Glacia Manganyi - 020601 1160 \*\*\* - P O Box 980 , SASELAMANI, 0982 - *Motau*
- 297.Phumlile Nicholatte Shoba - 910317 0459 \*\*\* - 515741 Hlanzeni , UMKOMAAS, 4170 - *Hlophe*
- 298.Noxolo Ntuli - 051228 0212 \*\*\* - 15 Mottramdale, Westville, , DURBAN, 4001 - *Khumalo*
- 299.Lethabo Latoya Rametse - 050623 1064 \*\*\* - 64 Khensani Street , LOTUS GARDENS, 0008 - *Sambo*
- 300.Motale Pertunia Shai - 000719 0284 \*\*\* - Stand No F 0056, Sedawa Village, , TRICHARDTSDAL, 0890 - *Malepe*
- 301.Cebile Rozina Simelane - 910207 0427 \*\*\* - 706 Ward 8 , OSIZWENI, 2952 - *Malindi*
- 302.Ziphelele Cynthia Otabuza - 970711 0814 \*\*\* - 237 Hlatshwayo Street, Ratanda, , HEIDELBERG, 1441 - *Mazibuko*
- 303.Karabo Mpeane Mashilangwako - 901103 0678 \*\*\* - 5479 Qambela Street , MAMELODI WEST, 0122 - *Madihlaba*
- 304.Leandrah Pretty Nkosi - 010323 0282 \*\*\* - 13690 Komanie Street , IVORY PARK, 1680 - *Rihlampfu*
- 305.Boikanyo Phineaus Chauke - 030527 6352 \*\*\* - 1735 Section 4 , MASHIMONG, 0401 - *Molapo*
- 306.Lucky Tebogo Shivambu - 010615 6938 \*\*\* - 1425 Sekampaneng , TEMBA, 0400 - *Ntimbani*
- 307.Lindokuhle Unathi Ndlovu - 040707 5215 \*\*\* - 17 Van Vuuren Road, Bramley View, , EDENVALE, 1609 - *Sibeko*
- 308.Nhlanhla Bafana Skosana - 920705 5178 \*\*\* - 3081 Shange Street, Tsakane, , BRAKPAN, 1550 - *Sibanyoni*
- 309.Jessé O'neil Domingo - 010801 5464 \*\*\* - 27 A Angelica Crescent , DANA BAY, 6506 - *Weber-Mitchell*
- 310.Samkelo Sibiya - 050505 6625 \*\*\* - Kwampumuza Location , PIETERMARITZBURG, 3200 - *Madlala*
- 311.Lucky Mabaso - 021218 6302 \*\*\* - 1082 Moleleki Section , KATLEHONG, 1431 - *Nkosi*
- 312.Mmoloki Senye - 011022 5959 \*\*\* - 3819 Mapoteng , KATHU, 8446 - *Dehuis*
- 313.Khethukuthula Khethokuhle Thanduxolo Mbentse - 000708 5720 \*\*\* - Vulamehlo Area , KEMPTON PARK, 1620 - *Mtshali*
- 314.Tshegofatso Shabangu - 001216 5220 \*\*\* - 2074 Moray Street, Sky City, , ALBERTON, 2010 - *Mahlangu*
- 315.Siamisang Stephen Komane - 810318 5732 \*\*\* - 662 Ramokonopi Section , KATLEHONG, 1431 - *Keohithetse*
- 316.Tsietsi Simon Mafokeng - 930813 5928 \*\*\* - 1409 Matloangtloang , STEYNSRUS, 9515 - *Mapulana*
- 317.Semamkele Ngongoshe - 020816 6286 \*\*\* - P O Box 18 , MULDRSDRIFT, 1700 - *Majaja*
- 318.Nkosingiphile Ndlovu - 040105 5739 \*\*\* - P 1679 , UMLAZI, 4001 - *Hlongwa*
- 319.Tiro Clifford Nhlapo - 891108 5291 \*\*\* - 847 B Molose Street, Naledi, , SOWETO, 1861 - *Modieginyana*
- 320.Katlego Joseph Mokgotho - 030107 5706 \*\*\* - 10057 Extension 8, Kalaka Crescent, , NELLMAPIUS, 0122 - *Manyama*
- 321.Mothusi Simon Mthembu - 780705 5973 \*\*\* - 1903 Phase 5 , ITSOSENG, 0101 - *Mogagabe*
- 322.Mosimanegape Bennet Danster - 960622 5496 \*\*\* - 2813 Masakeng , JAN KEMPDORP, 8550 - *Stuurman*

323. Modise Floyd Ngobe - 810731 5582 \*\*\* - 562 Sakoane Street, Spruitview, , KATLEHONG, 1431 - *Monkge*
324. Ethan Fayzaan Pillay - 050126 6405 \*\*\* - 280 West Road, Overpoort, , DURBAN, 4001 - *Hai*
325. Mosebetsi William Mofokeng - 030220 5600 \*\*\* - 128 Kudumane, WITSIESHOEK, 9570 - *Malinga*
326. Siphamandla Lamula - 920522 5571 \*\*\* - Mfazazane, Ward 17, , MTHWALUME, 4186 - *Ndiyaza*
327. Rabelani Adolphus Munzhedzi - 871010 5686 \*\*\* - Dzingahe Vhutshini, THOHOYANDOU, 0950 - *Tsanwani*
328. Vusumuzi Gordon Msibi - 610304 5975 \*\*\* - Njanjadu Area, DUNDEE, 3000 - *Luvuno*
329. Nkosana Madi - 840701 5642 \*\*\* - 41 Buti Street, KWA THEMA, 1575 - *Sibeko*
330. Tidimatso Isack Sefoka - 850210 5738 \*\*\* - Tshiring, MASEMOLA, 1060 - *Ramaila*
331. Tebogo Brendan Mojela - 950410 5501 \*\*\* - Sefalazo, MPHAHLELE, 0736 - *Mavalela*
332. Sphamandla Goodman Myeni - 880826 5735 \*\*\* - Zakheni Tribal Area, SUNDUMBILI, 4491 - *Khandlela*
333. Katlego Marumo - 910619 5931 \*\*\* - 11226 Makgosi Street, MAFIKENG, 2250 - *Gaasenwe*
334. Olerato Ithuteng Boshego - 020123 5058 \*\*\* - 2 Banting Place, Midstream Estate, , CENTURION, 0084 - *Mashishi*
335. Ndzalama Leroy Thabathi - 010904 5299 \*\*\* - 2988 Block L, SOSHANGUVE, 0152 - *Koshane*
336. Sanele Mchunu - 010817 5173 \*\*\* - 8 Brigadier Street, Unigray, , ALBERTON, 2197 - *Hadebe*
337. Israel Zwelibanzi Cindi - 920610 5588 \*\*\* - 911 Mohohlo Street, MOHLAKENG, 1759 - *Siko*
338. Koos Mosehla Hlangwana - 750627 5411 \*\*\* - Stand No 106, Ga-Matlala, Aurora Village, POLOKWANE, 0700 - *Phokobje*
339. Innocent Thandisiwe Mountain - 810306 5556 \*\*\* - 3265 Extension 6, Bophelong, , VANDERBIJLPARK, 1911 - *Mkapeni*
340. Bongani Prince Khumalo - 050608 5870 \*\*\* - 180 Van Heerden Street, CAPITAL PARK, 0083 - *Seloana*
341. Matthews Andile Mangaliso - 750530 5733 \*\*\* - House No 1249, Matang Street, , PAMPIERSTAD, 8566 - *Morweng*
342. Lebo Mmolotsane - 010411 5410 \*\*\* - 634 Sedibeng Section, TEMBISA, 1632 - *Moloto*
343. Tshepo Keetse - 870902 5370 \*\*\* - 987 Betony Street, LOTUS GARDEN, 0008 - *Mashilo*
344. Japie David Mokgohloa - 790102 6338 \*\*\* - House No 387, MOLETJIE, 0720 - *Makadikwa*
345. Ntsobe Tshepo Hope Mashele - 930609 5931 \*\*\* - 95 Pietersburg Street, Ladanna, , POLOKWANE, 0699 - *Mogano*
346. Thabani Mbokazi - 930206 5752 \*\*\* - Dumaneni Area, MAHLABATINI, 3865 - *Sibisi*
347. Keith Thula Gumede - 920307 5638 \*\*\* - House No 9836, Phase 4, , DURBAN, 4001 - *Dlamini*
348. Mxolisi Skhosana - 911106 5312 \*\*\* - 1169 Block Dd, SOSHANGUVE, 0152 - *Gwebu*

- 349.Siyabonga Eric Mofokeng - 940722 5668 \*\*\* - 557 Extension 8, Qulubotjha , VILLIERS, 9840 - *Mkhonza*
- 350.Awande Gift Ntanzu - 050820 5812 \*\*\* - Kwaxamalala Location, Sweetwater, , PIETERMARITZBURG, 3200 - *Ngcobo*
- 351.Zamokuhle Njabulo Zwane - 970925 5823 \*\*\* - M 156 Section 7 , MADADENI, 2951 - *Sefako*
- 352.Richard Thabu Masemola - 950906 5173 \*\*\* - 919 Carbon Road, Ironside, , DE DEUR, 1918 - *Mokoena*
- 353.Mohau Terrence Mocwana - 870802 5671 \*\*\* - 7235 Zone 2 , THABA NCHU, 9780 - *Marake*
- 354.Bandile Khaya Mnyamane - 021221 5808 \*\*\* - 601 Sthembiso Street, Zola 3, , SOWETO, 1717 - *Zondo*
- 355.Thomas Modise Mosala - 960103 5564 \*\*\* - 6356 K 6, Kutlwanong, , ODENDAALSRUS, 9483 - *Botipe*
- 356.Sandile Mtsweni - 051128 6099 \*\*\* - 33 Vermaak Street , EAST LYNNE, 0002 - *Msiza*
- 357.Lucky Maphanga - 011012 6091 \*\*\* - 6833 Waza Street , MAMELODI, 0122 - *Mgidi*
- 358.Tshepo Mantso - 050701 5728 \*\*\* - 318 Sommerspoort , SASOLBURG, 1949 - *Motaung*
- 359.Elethu Matwa - 041012 5262 \*\*\* - 279 Isekelo Section , TEMBISA, 1632 - *Witbooi*
- 360.Keabetsoe Ramoana - 920824 5149 \*\*\* - 10999 Kl Mosala Street, Bloemanda, , BLOEMFONTEIN, 9300 - *Mnumzana*
- 361.Vusi Beki Mlangeni - 890924 5278 \*\*\* - 10474 No , MAMELODI, 0151 - *Ngwenya*
- 362.Thato Innocent Motloung - 950304 5603 \*\*\* - 119 Andries Pretorius , NEW CASTLE, 2940 - *Shabalala*
- 363.Rethabile Gladys Buthelezi - 990820 0113 \*\*\* - 37 Mcitland Avenue, Sharon Park, , NIGEL, 1469 - *Mokoena*
- 364.Ayanda Makaka - 871206 5635 \*\*\* - 5115 Extension 2 , WEDELA, 2499 - *Tobo*
- 365.Sphesihle Marvin Ncobela - 881013 5198 \*\*\* - 71 Ndlovu Street , KLAARWATER, 3609 - *Gumede*
- 366.Thanduxolo Mlamuli Msomi - 900905 5432 \*\*\* - 81 Hazeldene Road, Seaview, , DURBAN, 4001 - *Jimlomo*
- 367.Sandile Howard Shange - 920510 5708 \*\*\* - Entembisweni , GREYTOWN, 3230 - *Dlamini*
- 368.Thapelo Isaac Mokoena - 911219 5449 \*\*\* - 10294 Ukufika Street, Extension 14, , VOSLOORUS, 1475 - *Moloi*
- 369.Vele Petrus Nemaungwi - 930209 5262 \*\*\* - 9 Plantasie Street , KEMPTON PARK, 1401 - *Netshiya*
- 370.Rasebephi Amos Madira - 750527 5869 \*\*\* - 052 Star Flower Street, Block 76, Extension 67, FOURWAYS, 2191 - *Mojela*
- 371.Phumlani Bhekumzi Zondi - 820105 5947 \*\*\* - Dolofiya Drive, Montmorria, , PINETOWN, 3600 - *Nhlenyama*
- 372.Tankiso Xolani Mvelase - 830420 5376 \*\*\* - C 2453 , EZAKHENI, 3381 - *Mohani*
- 373.Ntsheyeng Johannes Molise - 750316 5873 \*\*\* - 72 / 23 King Street , EVATON, 1981 - *Ntsala*
- 374.Solomon Molise - 760831 5633 \*\*\* - 72 / 23 King Street , EVATON, 1981 - *Ntsala*
- 375.Mzikayifani Wiseman Goqo - 910408 5745 \*\*\* - A 1148, Lindelani Township, , TONGAAT, 4360 - *Dlamini*

376. Rumardo Dickason-Strauss - 041226 5159 \*\*\* - 11 General Delay , MEYERTON, 1961 - *Strauss*
377. Dennyson Sikhumbuzo Molefakgotla - 680518 5381 \*\*\* - House No 61 , NEWCASTLE, 2940 - *Mthembu*
378. Boipelo Mokhobo - 981006 5301 \*\*\* - 831 Masilo Theunissen , BULTFONTEIN, 9670 - *Hlabahlaba*
379. Thabang Godfrey Moopeloa - 810924 5714 \*\*\* - 1180 Ratau , THABA NCHU, 9780 - *Nyokong*
380. Siyabulela Gift Totie - 940826 5587 \*\*\* - 02 Libra Flats, Archmar Road, Pollmoor Prison, WYNBERG, 7824 - *Sika*
381. Thabo Khoza - 000831 5749 \*\*\* - H 335, Tweefontein, , KWAMHLANGA, 1022 - *Sikhosana*
382. Milon Nathaniel Pos - 930908 5260 \*\*\* - 50 Kgotsho Street, Vergenoeg, , KIMBERLEY, 8345 - *Lepepe*
383. Thuto Genius Maeshane - 970403 5645 \*\*\* - 6842 Unit 15 , MMABATHO, 2735 - *Lepedi*
384. Matsabole Tirras Kgolane - 780202 5951 \*\*\* - Mokopane , JANE FURSE, 1085 - *Mankwana*
385. Samuel Serite Sebola - 880129 5603 \*\*\* - 259 Block G , REFILWE, 0400 - *Rakau*
386. Tumelo Daniel Mathunzi - 900902 5560 \*\*\* - 1113 Block X , SOSHANGUVE, 0152 - *Sekwala*
387. Tumelo Ronald Boshoma - 010530 5789 \*\*\* - 386 Mabote Street , ETWATWA, 1520 - *Mothibi*
388. Tumelo Terrence Tshabalala - 000913 5395 \*\*\* - 140 Musi Street , KLIPSPRUIT, 1813 - *Khomane*
389. Vuyisile Aubrey Patrick Letlaka - 730310 5404 \*\*\* - 2354 New Extension , BARKLY EAST, 9786 - *Magqazolo*
390. Charles Peter Phiri - 691205 5899 \*\*\* - 3465 Mahube Valley , RETHABILE, 0122 - *Titus*
391. Kutlwano Kienkie - 031018 5248 \*\*\* - 2449 Nobengula , KIMBERLEY, 8345 - *Mathamela*
392. Restone Mariranyika - 030819 5880 \*\*\* - 360 Woodland , TSITSIKANNA, 6300 - *Kriege*
393. Letlotlo Buyane Tlou - 040516 5703 \*\*\* - 18763 Extension 8 , BOITEKONG, 0300 - *Dube*
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Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001  
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Publications: Tel: (012) 748 6053, 748 6061, 748 6065





# Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA  
REPUBLIEK VAN SUID AFRIKA

Vol. 706

19

April  
April

2024

No. 50528

**PART 2 OF 5**

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ISSN 1682-5845



9 771682 584003



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- 581.Elizabeth Ncamane - 780608 0615 \*\*\* - 1681 Layela Street, Senaone, , SOWETO, 1818 - *Boqo*
- 582.Simoné Pieterse - 920818 0166 \*\*\* - 894 Casabella Estate, Honeydew Manor, , RANDFONTEIN, 1700 - *De Freitas*
- 583.Thokozile Gloria Mchunu - 860818 0328 \*\*\* - 1924 Masiane Street, Molapo, , SOWETO, 1818 - *Mbatha*
- 584.Khangelani Dulaze - 820715 5980 \*\*\* - Mankosi Area , NGQELENI, 5140 - *Gebengana*
- 585.Themba Ngwenya - 931008 5299 \*\*\* - 830 Sandile Street, Dlamini 1, , SOWETO, 1818 - *Khoza*
- 586.Joseph Mahlane - 740925 5983 \*\*\* - 2394 Maffi Street, Extension 4, , PRETORIA, 0122 - *Shuma*
- 587.Welcome Sheleng - 840822 5366 \*\*\* - 607b Ndlovu Road, Zone 5, , MEADOWLANDS, 1852 - *Ngobeni*
- 588.Alex Vuyani Maropeng - 890519 5430 \*\*\* - 650 Ntomela Street , DUDUZA, 1496 - *Nala*
- 589.Eugene Zitha Tshazi - 800117 5649 \*\*\* - 88 Ntsingizi Street, Lot 1150, Quarry Heights, PINETOWN, 4359 - *Mqadi*

590. Zolile Samora Mqolombeni - 880214 6151 \*\*\* - Khanya Village, Cedara, , PIETERMARITZBURG, 3201 - *Mayizale*
591. Siphesihle Junior Mnguni - 051221 5484 \*\*\* - 2009 Izilwane Blvd, Langaville, Extension 3, TSAKANE, 1550 - *Gwebu*
592. Nhlanhla Arthur Dube - 820629 5740 \*\*\* - House No 405, Block U, , MABOPANE, 0190 - *Zungu*
593. Lebogang Mahlaba - 001113 5550 \*\*\* - Vlaakplaas , GA-MARISHANE, 1064 - *Ntlatlane*
594. Melisizwe Hlekani Siyamukela Rikhotso - 011122 5174 \*\*\* - 76 Edwin Road, Bartlett, , BOKSBURG, 1459 - *Makhunga*
595. Seletsane Joseph Maphaka - 771125 5514 \*\*\* - 12 Knoppies Doring Avenue , MUSINA, 0900 - *Malele*
596. Mpakeng Itumeleng Phahlamohlaka - 831125 5680 \*\*\* - Ga Mashabela , JANE FURSE, 1085 - *Mabowa*
597. Thokozani Joseph Mathenjwa - 820421 5571 \*\*\* - 4387 Zandi Street, Vosloorus, Extension 2, BOKSBURG, 1475 - *Mncube*
598. Nyiko Cornelius Nxumalo - 900202 6528 \*\*\* - 11 Glasgow Road , LOMBARDY WEST, 2090 - *Pandeka*
599. Mahlatse Lephaka - 910519 5736 \*\*\* - House No 303, Kgarapitsi Village, , TZANEEN, 1000 - *Rahlallane*
600. Kgotatso Jerry Mochawe - 050124 6188 \*\*\* - House No 6581, Phomolong, Sausville West, PRETORIA, 0008 - *Motsupi*
601. Siphesihle Xolani Monareng - 930203 5844 \*\*\* - House No 4825, Madadeni Section, , NEWCASTLE, 2951 - *Ngidi*
602. Tsepo Ben Mphuthi - 810608 5597 \*\*\* - 1887 Dithota Street, Zone 13, , SEBOKENG, 1983 - *Maloka*
603. Keitumetse Sylvester Maphaese - 951118 5357 \*\*\* - Magatle , ZEBEDIELA, 0632 - *Mphahlele*
604. Matimba Hugo Mathebula - 040513 5876 \*\*\* - Stand No 15, New Forest Trust, , THULAMAHASHE, 1365 - *Mnisi*
605. Sizwe Johannes Mokoneng - 001119 5968 \*\*\* - House No 20070, Kolokotela, , GAMAMPANA, 0467 - *Mahlangu*
606. Onolo Gwai - 041017 6195 \*\*\* - House No 5132, Kagung, , KURUMAN, 8460 - *Baruteng*
607. Tshepo Owami Lembede - 050630 5295 \*\*\* - 38 Modderfontein Road, President Park, , MIDRAND, 1685 - *Mseleku*
608. Mlamuli Moses Mbili - 730903 6228 \*\*\* - 30 Surprise Road, Westmead, , PINETOWN, 3610 - *Ndwardwe*
609. Boitumelo Calvin Mokgata - 930814 5533 \*\*\* - 2941 Mathebuka Street, Extension 5, , IVORY PARK, 1632 - *Phalane*
610. Siphiso Musizi Mfekayi - 960915 5488 \*\*\* - 622 Soma Street, Actonville, , BENONI, 1500 - *Mnqayi*
611. Nthabiseng Portia Malebana - 980111 0542 \*\*\* - Stand No 7905, Jerusalem, , MOLETJIE, 0808 - *Machaba*
612. Christinah Matsiwe Sebola - 930120 0558 \*\*\* - House No 259, Block G, , REFILWE, 0400 - *Rakau*
613. Mohlago Bridget Malatji - 050826 1168 \*\*\* - Stand No 38 , SELWANE, 4800 - *Lelope*
614. Amahle Phindile Khumalo - 051201 0842 \*\*\* - 3065 Ilovo Street, , WINKELSPRUIT, 4126 - *Ntanda*
615. Siphakamile Portia Khakhuse - 040912 1028 \*\*\* - Bashaweni Location, Ward 2, , HARDING, 4680 - *Ndadana*



- 616.Nompumelelo Nozipho Mfuphi - 990321 1088 \*\*\* - House No 36398, Tintswale , Extension 16, TSAKANE, 1550 - *Ndlangamandla*
- 617.Gladys Mothobi - 041205 0964 \*\*\* - House No 2366, Tsweleng , Extension 13, WOLMARANSSTAD, 2630 - *Abrams*
- 618.Phumza Ngayo - 720616 1304 \*\*\* - 01 Ndaba Street Drive , PROTEA, 1818 - *Ndaba*
- 619.Miriam Lutho Okafor - 020626 0458 \*\*\* - 4 Hope Street, Thembani , KHAYELITSHA, 7784 - *Billie*
- 620.Merriam Kgomotso Malesela - 900520 0504 \*\*\* - House No 30754, Selocha Section, , MABESKRAAL, 0313 - *Koitsioe*
- 621.Boitumelo Gladness Seupe - 970822 0661 \*\*\* - New Stand, Loopeng Village, , KURUMAN, 8460 - *Mebile*
- 622.Priyasha Chinsammy Kolapen - 041014 0678 \*\*\* - 75 Pinehurst Street, Jackal Creek, , NORTHRIDING, 2000 - *Naicker*
- 623.Lindiwe Monica Ndawonde - 870109 0481 \*\*\* - Gwala Park , MOOI RIVER, 3300 - *Mdakane*
- 624.Zandile Moeng - 941018 0499 \*\*\* - Stand No 30002, Setlaboswane, , GA-MASEMOLA, 1060 - *Maleka*
- 625.Lelle Norman Malokoane - 731027 5291 \*\*\* - Ramotokwane , PELLA, 2890 - *Seganoe*
- 626.Jakobanyana Joseph Van Wyk - 890115 5685 \*\*\* - 4218 Krish Naidoo Street, Huhudi, , VRYBURG, 8601 - *Koakoa*
- 627.Kagiso Isaak Seponkane - 930702 5343 \*\*\* - House No 3057, Extension 7, Tlhabolesang Location, COLLIGNY, 2725 - *Mayusa*
- 628.Mothusiemang Stephen Ramme - 820715 5480 \*\*\* - House No 148d, Lokaleng, , TAUNG, 8580 - *Modisaotsile*
- 629.Matome Clarence Mohale - 910724 5928 \*\*\* - Ga Malematja Village , BOLOBEDU, 0837 - *Malematja*
- 630.Ndimphiwe Qokose - 031224 5855 \*\*\* - 6211 Gxakra Street, Nu 5, , MOTHERWELL, 6000 - *Damoyi*
- 631.Nkanyiso Herbert Luthuli - 900128 5721 \*\*\* - House No 30619, Mbhava Area, , CATORIDGE, 3680 - *Hlongwane*
- 632.Mpilo Mvelo Ngcobo - 960624 5411 \*\*\* - House No 334, Imbali , Unit 18, PIETERMARITZBURG, 3201 - *Dlamini*
- 633.Daluxolo Andile Mbatha - 920912 5272 \*\*\* - 27 York Close , PINELANDS, 7405 - *Mntambo*
- 634.Lindani Wonderboy Menze - 900506 5532 \*\*\* - D1060 Langwe Road , KWAMASHU, 4360 - *Wanda*
- 635.Ernest Njabulo Vanderpuye - 980120 5516 \*\*\* - Cc2344 Standard Road , MAYVILLE, 4091 - *Zwane*
- 636.Gidion Danie Tlou - 791021 5255 \*\*\* - 689 Uitspanning B , DENNILTON, 1030 - *Wisane*
- 637.Ephraim Tebogo Badimela - 871206 5724 \*\*\* - 10240 Top-Centre , OBAKENG, 2855 - *Maetla*
- 638.Ayanda Mgoqi - 850122 5573 \*\*\* - Tienbank Village , STERKSPRUIT, 9762 - *Skhomolo*
- 639.Thobani Dlomo - 041202 6124 \*\*\* - Kwasenge Area , KRANSKOP, 3268 - *Ncengwa*
- 640.Zwelibanzi Goodman Wauchophe - 720707 5991 \*\*\* - Ny 11 No 147 , GUGULETU, 7000 - *Nabe*
- 641.Enock Kottlolo - 990331 5860 \*\*\* - Stand No B3338, Maganagoboswa, , MDUTSANA, 0472 - *Mothoa*

642. Ikageng Quirinius Badimela - 930505 6070 \*\*\* - 10240 Top Center , OBAKENG, 2855 - *Maetla*
643. Xoliswa Innocent Mfeka - 961118 5949 \*\*\* - K714 Nkonjane Road , KWAMASHU, 4359 - *Thango*
644. Benny Selematsela - 950304 5634 \*\*\* - Stand No 458, Refilwe Village, , MODJADJISKLOOF, 0827 - *Selematsela-Ramosibudi*
645. Abram Nkosinathi Skhosana - 050308 5882 \*\*\* - House No 4356, Extension 2, , KANANA, 0407 - *Mathibela*
646. Mbusowakhe Patrick Myeza - 811010 6236 \*\*\* - House No 9870, Phase 4, Ilovu Township, PROSPECTON, 4110 - *Ndlovu*
647. Isaac Phalane - 960530 5560 \*\*\* - House No 1347, Mmotong, , GA TLADI, 0751 - *Tlabjane*
648. Johannes Lesiba Phalane - 991213 5550 \*\*\* - House No 1347 , GATLADI, 0751 - *Tlabjane*
649. Isaak Rapelang Molato - 900712 5557 \*\*\* - Tienbank Village , STERKSPRUIT, 9762 - *Carter*
650. Nkosinathi Emmanuel Mfuphi - 020508 6076 \*\*\* - 36398 Tintswalo Street, Tsakane, Extension 16, SPRINGS, 1554 - *Ndlangamandla*
651. Abram Andile Mbangula - 921002 5169 \*\*\* - 17 Mlambo Street , KWA-THEMA, 1575 - *Masike*
652. Vincent Masibi Mogotsi - 751012 5683 \*\*\* - Gopane Village, Madibana Section, , LEHURUTSHE, 2882 - *Mogorosi*
653. Pfarelo Phungo - 940607 5730 \*\*\* - Tshirenzheni , THOHOYANDOU, 0970 - *Nemavhadwe*
654. Octavias Nhlamulo Seragatlala - 990414 5210 \*\*\* - B13 Ga-Raphahlelo, Bolobedu, , TZANEEN, 0835 - *Mathebula*
655. Tshupo Makhetha - 790104 6081 \*\*\* - Mehloaheng Location , MATATIELE, 4730 - *Nkhoesa*
656. Manelisi Nxwem - 900605 5904 \*\*\* - Mfinizweni Area , LUSIKISIKI, 4820 - *Bezana*
657. Siyabonga Vincent Chiliza - 801112 5283 \*\*\* - House No 1592, Dube Village, , INANDA, 4309 - *Ngidi*
658. Siphesihle Siphophelo Zungu - 950728 5967 \*\*\* - Manekwane Area , MAHLABATHINI, 3865 - *Mhlongo*
659. Inga Asenathi Nyeleka - 990206 5197 \*\*\* - 18618 Mpozolo Street , PHILLIPI, 7750 - *Moyakhe*
660. Dipuo Precious Ngwenya - 910213 1051 \*\*\* - Stand No 489, Unit C, , MANKWENG, 0722 - *Molepo*
661. Phumzile Jalibane - 970330 0757 \*\*\* - Gladoe Area , KWA DUKUZA, 4450 - *Madondo*
662. Sizwe Phillimon Tsotetsi - 001205 5620 \*\*\* - 1284 Bouganvilla Street, Extension 2, , EBONY PARK, 0001 - *Msibi*
663. Sihle Gumede - 951008 6137 \*\*\* - Esibhoweni Area , MBAZWANA, 3974 - *Mbasane*
664. Njabulo Mxolisi Kubheka - 050523 5323 \*\*\* - 4313 Sarah Street , ORLANDO EAST, 1841 - *Hleza*
665. Mbekezeli Dhlamini - 041228 5397 \*\*\* - Khiliva Location , UMZIMKHULU, 3297 - *Mtshengu*
666. Tebogo Keamogetswe Mohloia - 041027 5459 \*\*\* - 5786 Mancoe Street, Rocklands, , BLOEMFONTEIN, 9300 - *Mogamisi*
667. Sphesihle Perfect Cele - 000727 5737 \*\*\* - House No P561 , UMLAZI, 4031 - *Mvuyana*

- 691.Nosipho Lorraine Kunene – 880304 0386 \*\*\* and one minor child – Uminathi Solami Kunene – 140121 0453 \*\*\* - A1423 Nyathi Road , INANDA, 4310 - *Mhlambo*
- 692.Ntshavheni Thomas Tshamano – 580630 5894 \*\*\* - your wife Khedzisani Sannie Tshamano – 700924 0793 \*\*\* - and one minor child – Thabo Austin Tshamano – 080504 5532 \*\*\* - Malla , ELIM, 0960 - *Tseli*
- 693.Khayalabo Jonnathan Mkize – 790911 5805 \*\*\* -your wife Nico Mkize – 850212 0791 \*\*\* - 31 Bayview Gardens, 1400 Bluff Road, , BLUFF, 4052 - *Makalane*
- 694.Cathrine Refilwe Molishiwa – 860527 0465 \*\*\* - and one minor child – Kagiso Oratile Molishiwa – 140430 0611 \*\*\* - House No 830, Rockdale, , MIDDELBURG, 1050 - *Nkadimeng*
- 695.Refilwe Crescentia Tsotetsi – 901022 0330 \*\*\* - and two minor children – Jabulile Boitshepo Tsotetsi – 180304 0665 \*\*\* - Jabulani Makhoa – 080725 5767 \*\*\* - House No 10500, Extension 8, , BETHLEHEM, 9701 - *Tohlang*
- 696.Nkosinathi Bosman – 810621 5305 \*\*\* - wife Teresia Bosman – 810313 0457 \*\*\* and three minor children – Luthandokazi Bosman – 120219 0118 \*\*\* - Siyabulela Bosman – 090130 5134 \*\*\* - Ntando Bosman – 061030 5342 \*\*\* - 14503 Mahlasedi Street, Phuthanany, , KIMBERLEY, 8345 - *Ntsetho*
- 697.Dondisa Ngobeni – 850226 0388 \*\*\* and two minor children – Mpho Quinton Ngobeni – 180406 5292 \*\*\* - Palesa Precious Ngobeni – 131128 0710 \*\*\* - House No 73772, Kanana, , SEBOKENG, 1983 - *Mngomezulu*
- 698.Karabo Mabutla – 990505 0510 \*\*\* - and one minor child – Mmathapelo Blessing Mabutla – 190718 0312 \*\*\* - Stand No 312, Maphosa, , BOTLOKWA, 0812 - *Chewe*
- 699.Camilla Speelman – 980204 0192 \*\*\* - and one minor child – Autumn Speelman – 201121 5221 \*\*\* - 19 Noord Street , WARRENTON, 8530 - *Masilo*
- 700.Nosipho Lorraine Kunene – 880304 0386 \*\*\* and one minor child – Uminathi Solami Kunene – 140121 0453 \*\*\* - A1423 Nyathi Road , INANDA, 4310 - *Mhlambo*
- 701.Ntshavheni Thomas Tshamano – 580630 5894 \*\*\* - your wife Khedzisani Sannie Tshamano – 700924 0793 \*\*\* - and one minor child – Thabo Austin Tshamano – 080504 5532 \*\*\* - Malla , ELIM, 0960 - *Tseli*
- 702.Khayalabo Jonnathan Mkize – 790911 5805 \*\*\* -your wife Nico Mkize – 850212 0791 \*\*\* - 31 Bayview Gardens, 1400 Bluff Road, , BLUFF, 4052 - *Makalane*
- 703.Cathrine Refilwe Molishiwa – 860527 0465 \*\*\* - and one minor child – Kagiso Oratile Molishiwa – 140430 0611 \*\*\* - House No 830, Rockdale, , MIDDELBURG, 1050 - *Nkadimeng*
- 704.Refilwe Crescentia Tsotetsi – 901022 0330 \*\*\* - and two minor children – Jabulile Boitshepo Tsotetsi – 180304 0665 \*\*\* - Jabulani Makhoa – 080725 5767 \*\*\* - House No 10500, Extension 8, , BETHLEHEM, 9701 - *Tohlang*
- 705.Nkosinathi Bosman – 810621 5305 \*\*\* - wife Teresia Bosman – 810313 0457 \*\*\* and three minor children – Luthandokazi Bosman – 120219 0118 \*\*\* - Siyabulela Bosman – 090130 5134 \*\*\* - Ntando Bosman – 061030 5342 \*\*\* - 14503 Mahlasedi Street, Phuthanany, , KIMBERLEY, 8345 - *Ntsetho*

## DEPARTMENT OF HOME AFFAIRS

NO. 4737

19 April 2024

**ALTERATION OF SURNAMES IN TERMS OF SECTION 26 OF THE BIRTHS AND DEATHS REGISTRATION ACT, 1992  
(ACT NO. 51 OF 1992)**

The Director-General has authorized the following persons to assume the surnames printed in *italics*

Notice is hereby given of Government Gazette No. **49198** which, was published in Government Gazette No **3824** dated **25 August 2023**, is hereby rectified to read as follows

1. Tsholofelo Mulugana - 920707 1146 \*\*\* - Lekubu Village, Ga-Rongwana Section, LEHURUTSHE, 2281 – *Mogorosi*

Notice is hereby given of Government Gazette No **50071** which, was published in Government Gazette No **4322** dated **02 February 2024**, is hereby rectified to read as follows

1. Zané Tania Abdul - 050507 0182 \*\*\* - 69 Combretum Drive, Palm Ridge, ALBERTON, 1458 - *Van Wyk*

Notice is hereby given of Government Gazette No. **50164** which, was published in Government Gazette No **4411** dated **23 February 2024**, is hereby rectified to read as follows

1. Promise Margaret Tsheisi - 021214 1101 \*\*\* - House No 1610, Block K Extension, SOSHANGUVE, 0152 – *Vilakazi*

Notice is hereby given of Government Gazette No. **50292** which, was published in Government Gazette No **4501** dated **15 March 2024**, is hereby rectified to read as follows

1. Vusha Brain Mbengwani - 030712 6101 \*\*\* - House No 377, Ximausa, GIYANI, 0827 - *Rikhotso*
2. Sphesihle Hafula - 050409 6317 \*\*\* - 5782 Madala, Shayamoya Road, PIETERMARITZBURG, 3291 - *Nxumalo*
3. Mpho Ofentse Sulphanious Modisane - 890404 6183 \*\*\* - 60799 Block 6, WELGEVAL, 0218 - *Motshegwe*
4. Sello Raymond Thato Rashopola - 940808 5356 \*\*\* - House No 7285/2, Block VV, SOSHANGUVE, 0152 - *Tsiane*

## DEPARTMENT OF HOME AFFAIRS

NO. 4738

19 April 2024

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

The Director-General has authorized the following persons to assume the forename printed in *italics*:

Notice is hereby given of Government Gazette No. **50292** which, was published in Government Notice No. **4502** dated **15 March 2024** is hereby rectified to read as follow

1. Sindaphi Alfred Mqokolo - 781002 5821 \*\*\* - 29301 Walter Sisulu Street, KRAAIFONTEIN, 7570 - *Sindaphi*
2. Phillia Papi Hlahu - 970916 0570 \*\*\* - Mogaladi, NEBO, 1059 - *RamogohloPhillia*
3. Maphala Maria Molope - 031008 0378 \*\*\* - 5005 Sengatane Street, Extension 2, JERUSALEMA, 0742 - *Cynthia Matlou*
4. Hossana Jessica Owethubusisiwe Laing - 051203 0553 \*\*\* - 10 Sentrust Street, Crystal Park, BENONI, 1515 - *Hosanna Jessica Owethubusisiwe*
5. Kelsey-Ann Peggy Erasmus - 980528 0343 \*\*\* - 19 Tsitsikamma Crescent, GEORGE, 6529 - *Nuran Kelsey*
6. Julius Olivier - 030831 5474 \*\*\* - 16 Motala Heights, PINETOWN, 3610 - *Jay Pather*
7. Nangomso Patric Makhoba - 000802 6395 \*\*\* - A90 Zamani Road, KWAMASHU, 4360 - *Nangomso Thembaletu*
8. Mosibudi Pinky Mokgobu - 950208 1244 \*\*\* - Mmottlane Village, BOCHUM, 0710 - *Madibana Pinky*
9. Nashley-Ann Halima Burd - 941118 0232 \*\*\* - 8 Roodepan Street, KLERKSDORP, 2577 - *Nashley-Ann Halima Bester*
10. Mmadintja Philadelphia Melamu - 840628 0984 \*\*\* - 2956 Nyakallong Street, ALLANRIDGE, 9490 - *Galaletsang Philadelphia*
11. Makhozane Zweli Tembe - 970506 0865 \*\*\* - Endlondlweni Area, Ward 18, KWANGWANASE, 3973 - *Makhosazane Zweli*
12. Khayalethu Herbert Makinana - 720925 5537 \*\*\* - 1950 Mendi Street, Galeshewe, KIMBERLEY, 1342 - *Khayalethu*

Notice is hereby given of Government Gazette No. **50164** which, was published in Government Notice No. **4410** dated **23 February 2024** is hereby rectified to read as follow

1. Tshele Jeremia Motsepe - 750603 5329 \*\*\* - 869 Monareng Street, Unit C, MABOPANE, 0190 - *Anthony Junior*

Notice is hereby given of Government Gazette No. **47665** which, was published in Government Notice No. **2842** dated **09 December 2022** is hereby rectified to read as follow

1. Errol Frank Petersen - 920705 5147 \*\*\* - No 18B Halman Walk, HANOVER PARK, 7750 - *Mogamat Mika-eel*

## NATIONAL TREASURY

NO. 4739

19 April 2024

ALLOCATIONS TO METROPOLITAN MUNICIPALITIES OF GENERAL FUEL LEVY  
REVENUE

I, E GODONGWANA, Minister of Finance, in terms of item 3(2)(a) of Schedule 1 of the Taxation Laws Amendment Act, 2009 (Act No. 17 of 2009), hereby publish the allocations to be made to the metropolitan municipalities from the General Fuel Levy Revenue, as set out below:

**Allocations of the Sharing of the General Fuel Levy to Metropolitan Municipalities for the 2024/25 Financial Year**

Municipality	Allocation	R'thousand
Buffalo City Metropolitan Municipality	R 777 132	
City of Cape Town Metropolitan Municipality	R 2 749 549	
City of Johannesburg Metropolitan Municipality	R 4 127 608	
City of Tshwane Metropolitan Municipality	R 1 635 021	
Ekurhuleni Metropolitan Municipality	R 1 826 784	
eThekweni Metropolitan Municipality	R 3 742 866	
Mangaung Metropolitan Municipality	R 443 643	
Nelson Mandela Bay Metropolitan Municipality	R 824 005	

Signed at Pretoria on this 20 day of MARCH 2024



**ENOCH GODONGWANA**  
**MINISTER OF FINANCE**

## PARLIAMENT OF THE REPUBLIC OF SOUTH AFRICA

NO. 4740

19 April 2024

## ADV GLYNNIS BREYTENBACH, MP

**NOTICE OF INTENTION TO INTRODUCE A PRIVATE MEMBER'S BILL AND INVITATION FOR COMMENT ON THE DRAFT, NAMELY THE CONSTITUTION TWENTY FIRST AMENDMENT BILL, 2024**

Adv. Glynnis Breytenbach, MP acting in accordance with section 73(2) of the Constitution of the Republic of South Africa, 1996, intends to introduce the Constitution Twenty First Amendment Bill, 2024, in Parliament. An explanatory summary of the Bill is hereby published in accordance with Rule 276(1)(c) of the Rules of the National Assembly (9<sup>th</sup> Edition) and section 74(5) of the Constitution of the Republic of South Africa, 1996 ("Constitution").

Section 74(5) of the Constitution requires that the person intending to introduce a Bill amending the Constitution, must at least 30 days before is introduced publish particulars of the proposed amendment in the national Government Gazette, for public comment.

The Corruption Perceptions Index, published by Transparency International, ranks countries and territories based on perceived corruption in their public sector - South Africa scored 41 / 100, with 0 being the most corrupt and 100 being the least corrupt. This report raises an alarm on the apparent inability of the South African government to curb the spread of corruption. Despite the President's promise to fight corruption, it continues to thrive. The score of 41 is South Africa's worst ever score on the Index.

South Africa has also been placed on its Grey List by the FATF largely due to the inability of the state to counter money laundering, terrorism financing and serious corruption.

The Judicial Commission of Inquiry into Allegations of State Capture (Zondo Commission), laid bare public sector corruption, however, since publication of its report prosecutions have commenced against only a few implicated individuals. At present, the functions and powers of the National Prosecuting Authority (“NPA”) are set out comprehensively in the Constitution and in the National Prosecuting Authority Act, 1998 (Act No. 32 of 1998). These powers are limited to prosecution, and do not include the investigation of crime, including serious corruption. After the demise of the Directorate of Special Operations (‘DSO’), all investigative functions in relation to priority crimes were legislatively allocated to the Directorate of Priority Crime Investigation (‘DPCI’) or Hawks. The NPA is required to fulfil its functions without fear, favour, or prejudice. However, the NPA was one of the institutions that suffered the most at the hands of the State Capture project. The NPA lacks institutional independence because the Minister of Justice has final responsibility over it and must concur with all policies related to prosecutions. The NPA functions as a programme within this department. The Director General of Justice is the accounting officer of the NPA.

The DPCI has proved to be incapable of properly investigating serious corruption due to its structural and operational flaws. A tacit concession that this failure is ongoing is the questionable establishment by presidential proclamation of an investigative directorate within the NPA in 2019. Parliament has enacted legislation, the South African Police Services Act, 1995 (Act No. 68 of 1995), which currently reserves all investigative functions to the SAPS. The failure of law enforcement agencies to bring many of the corporations and individuals implicated in corruption and organised crime to justice serves to deepen inequality and social injustice, affecting the most vulnerable in society, who are denied delivery of their guaranteed human rights and access to justice against those who steal, loot, and misappropriate resources that are meant to uplift them. A weakened justice system creates an environment of impunity for, and reduced accountability of, those involved in corruption, especially as regards the recovery of their loot.

The best way to curb corruption is to have an independent, well-resourced, and specialised corruption fighting body that enjoys secure tenure of office. The international treaty obligations of South Africa oblige the state to establish and maintain an effective and independent anti-corruption entity. The proposed Constitution Twenty First Amendment Bill, 2024 (draft Bill), will when passed, establish an



Anti-Corruption Commission as a Chapter 9 institution which, like all Chapter 9 institutions reports directly to Parliament and is free of executive control as required by the decision of the Constitutional Court in *Glenister v President of RSA and Others* (48/10) [2011] ZACC 6. The Anti-Corruption Commission will be tasked with supporting and strengthening constitutional democracy in the Republic of South Africa by investigating and prosecuting serious corruption and high-level organised crime. The Anti-Corruption Commission, like all other Chapter 9 institutions, will be independent and subject only to the Constitution. The draft Bill will set out the functions, composition, membership, and tenure of the Anti-Corruption Commission and determine its relationship to the NPA. It is designed to prevent abuse of power.

Interested parties and institutions are invited to submit written representations on the proposed content of the draft Bill to the Speaker of the National Assembly within 30 days of the publication of this notice. Representations can be delivered to the Speaker, New Assembly Building, Parliament Street, Cape Town; mailed to the Speaker, P O Box 15 Cape Town 8000, or emailed to [speaker@parliament.gov.za](mailto:speaker@parliament.gov.za) and copied to [legislation@da.org.za](mailto:legislation@da.org.za).

Copies of the Constitution Twenty First Amendment Bill, 2024, may after introduction, be obtained from:

Democratic Alliance  
P.O. Box 15, Cape Town, 8000  
Attention: Adv Glynnis Breytenbach  
Email: [legislation@da.org.za](mailto:legislation@da.org.za).

## DEPARTMENT OF PUBLIC ENTERPRISES

NO. 4741

19 April 2024

**TRANSNET NATIONAL PORTS AUTHORITY****NOTICE OF AND INVITATION TO SUBMIT COMMENTS ON THE DRAFT GUIDELINES FOR AGREEMENTS, LICENSES AND PERMITS IN TERMS OF THE NATIONAL PORTS ACT 12 OF 2005, AND SUPPORTING DOCUMENTATION EXTENDED TO 30 APRIL 2024**

Transnet NATIONAL Ports Authority (“the Authority”) **hereby extends** the timeline for public comments on the draft “Guidelines for Agreements, Licences and Permits in terms of the National Ports Act 12 of 2005” (“Guidelines”) and supporting documentation **to no later than 17h00 on 30 April 2024.**

Upon receipt of comments, and having duly considered and factored them, the revised Guidelines will be finalized, and issued in terms of the National Ports Act 12 of 2005.

Copies of the draft Guidelines and supporting documents are available on the Authority’s website, Copies may also be purchased between 8h30 and 16h00 at a fee of **R50** (in lieu of photocopying costs), from:

- The Transnet National Ports Authority Head Office, eMendi Building, N2 Neptune Road, Off Klub Road, Port of Ngqura, Port Elizabeth 6100 or
- The CSC in the Port Admin Building at the ports of Richard’s Bay, Durban, East London, Port Elizabeth, Cape Town and Saldanha Bay, and the Port Manager’s office at the port of Mossel Bay.

Interested and affected parties are invited to submit written comments to the Authority by no later than **17h00 on 30 April 2024** for the attention of the Senior Manager: Licensing Enforcement & Contract Management, Transnet National Ports Authority in one of the following ways:

- By hand: Transnet National Ports Authority Head Office, eMendi Building, N2 Neptune Road, Off Klub Road, Port of Ngqura, Port Elizabeth 6100
- By post: P.O. Box 1159 Port Elizabeth, South Africa, 6000
- By email: **responsestonoticeandcomment@transnet.net**

**Submissions made after the closing date and time will not be accepted.**

**TRANSNET NATIONAL PORTS AUTHORITY****ISIBHENGEZO NESIMEMO SOKUFAKWA KWEZIMVO KWIMIYALELO-NKQUBO ECETYWAYO MALUNGA NEEZIVUMELWANO, LAYISENISI, IIMPEPHA-MVUME NGOKOMTHETHO INATIONAL PORTS ACT, NO. 12 OF 2005 KWANDISELWE IXESHA UKUYA KUMHLA WAMASHUMI AMATHATHU KWEKWATSHAZIMPUZI, KUNYAKA WAMAWAKA AMABINI ANAMASHUMI AMABINI-ANESINE (30 APRIL 2024)**

Iziko likazwelonke elijongene namazibuko aseMzantsi Africa (i-Transnet National Ports Authority) imema izimvo kumiyalelo-nkqubo eyilwayo enxulumene nezivumelwano, ilayisenisi, iimpepha-mvume nawo onke amaphepha anxulumene nelemiba ikhankanyiweyo ngokoMthetho i-National Ports Act, no. 12 of 2005.

Xa sele zingenile ezi zimva, zaze zaqwalaselwa, zacutyungulwa, imithetho-nkqubo ehlehlengisiweyo izawugqityezelwa ipapashwe ngokomthetho i-National Ports Act, no. 12 of 2005.

Iikopi zalemithetho-nkqubo icetywayo ziyafumenaka kwi webhusayithi (website) ye ziko lwamazibuko elizwe loMzantsi Afrika.

Ziyafumaneka kwakho iikopi zalemithetho-nkqubo icetywayo ngokuzithenga ngamashumi amahlanu ee-randi **(R50)** (iimali yonkwenza iikopi) kwiofisi zeziko lwamazibuko eli, phakathi kwentsimbi ye-8h30 ukuya ku -16:00 phakathi eveki kwezi dilesi zilandelayo:

- The Transnet National Ports Authority Head Office, eMendi Building, N2 Neptune Road, Off Klub Road, Port of Ngqura, Port Elizabeth 6100; or
- The CSC in the Port Admin Building at the ports of Richard's Bay, Durban, East London, Port Elizabeth, Cape Town and Saldanha Bay, and the Port Manager's office at the port of Mossel Bay.

Abanomdla nabachazelekayo bayamenywa ukuba bafake izimvo zabo kwiziko lwamazibuko kazwelonke (i-Transnet National Ports Authority) engagqithanga umhla wamashumi amathathu kwekwaTshazimpuzi, kunyaka wamawaka amabini anamashumi amabini-anesine (30 April 2024), ngaphambi kwentsimbi yesihlanu (17h00), ngokuthunyelwa kwi ofisi ye- Senior Manager: Licensing Enforcement & Contract Management, Transnet National Ports Authority ngezindlela zilandelayo:

- Ukuyisa ngesandla: Transnet National Ports Authority Head Office, eMendi Building, N2 Neptune Road, Off Klub Road, Port of Ngqura, Port Elizabeth 6100
- Iposi: P.O. Box 1159 Port Elizabeth, South Africa, 6000
- Nge- email: **responsestonoticeandcomment@transnet.net**

Izimvo ezifakwe emva kokuba sekuvaliwe azisayi kwamkelwa.

**SOUTH AFRICAN REVENUE SERVICE**

NO. 4742

19 April 2024

**EXTENSION OF DATE TO REQUEST A REDUCED OR ADDITIONAL ASSESSMENT IN TERMS OF SECTION 95(6) OF THE TAX ADMINISTRATION ACT, 2011 (ACT NO. 28 OF 2011)**

In terms of section 95(6) of the Tax Administration Act, 2011, I, Edward Christian Kieswetter, Commissioner for the South African Revenue Service, hereby extend the date by which a taxpayer, eligible for automatic assessment under paragraph 3(3) of Notice No. 3540 published in Government Gazette No. 48788 dated 14 June 2023, may request a reduced or additional assessment, to 23 October 2023. The extension does not apply if the date of the automatic assessment is after 25 August 2023.

**E C KIESWETTER****COMMISSIONER: SOUTH AFRICAN REVENUE SERVICE**

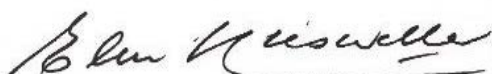
**SUID-AFRIKAANSE INKOMSTEDIENS**

NO. 4742

19 April 2024

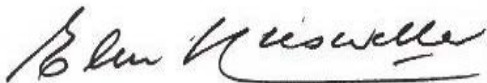
**VERLENGING VAN DATUM VIR VERSOEK OM VERMINDERDE OF ADDISIONELE AANSLAG INGEVOLGE ARTIKEL 95(6) VAN DIE WET OP BELASTINGADMINISTRASIE, 2011 (WET NO. 28 VAN 2011)**

Ingevolge artikel 95(6) van die Wet op Belastingadministrasie, 2011, verleng ek, Edward Christian Kieswetter, Kommissaris vir die Suid-Afrikaanse Inkomstediens, hierby die datum waarteen 'n belastingpligtige, geskik vir outomatiese aanslag kragtens paragraaf 3(3) van Kennisgewing No. 3540, gepubliseer in Staatskoerant No. 48788 gedateer 14 Junie 2023, 'n versoek om 'n verminderde of addisionale aanslag mag indien, na 23 Oktober 2023. Hierdie verlenging is nie van toepassing indien die datum van die outomatiese aanslag na 25 Augustus 2023 is nie.

**E C KIESWETTER****KOMMISSARIS: SUID-AFRIKAANSE INKOMSTEDIENS**

**UPHIKO LWEMALINGENISO EQQWAYO LWASENINGIZIMU AFRIKA****UKWELULA USUKU LOKUCELA UKUHLOLWA OKUNCISHISIWE NOMA OKWENGEZIWE, NGOKWESIGABA SAMA-95(6) SOMTHETHO WOKUPHATHWA KWENTELA, WEZI-2011 (UMTHETHO 28 WEZI-2011)**

Ngokwesigaba sama-95(6) soMthetho wokuPhathwa kweNtela, wezi-2011, mina Edward Christian Kieswetter, uKhomishana woPhiko Lwemalingeniso Eqoqwayo LwaseNingizimu Afrika, ngalokhu nginweba usuku umkhokhintela, ofaneleka ukuba ahlolwe ngokuzenzakalelayo ngaphansi kwendima 3(3) yeSaziso sezi-3540 esikhishwe kuSomqulu kaHulumeni wezi-48788 wamhla ziyi-14 kuNhlangulana 2023, angacela ukuhlolwa okuncishisiwe noma okwengeziwe, kuze kube umhla zingama-23 kuMfumfu 2023. Loku kwelulwa akusebenzi uma kuwukuthi usuku lokuhlolwa okuzenzakalelayo lungemuva komhla zingama-25 kuNcwaba 2023.

**E C KIESWETTER****UKHOMISHANA: UPHIKO LWEMALINGENISO EQQWAYO LWASENINGIZIMU AFRIKA**

**DITSHEBELETSO TSA LEKGETHO TSA AFRIKA BORWA****KATOLOSO YA LETSATSI LA HO KOPA TLHAHLOBO E FOKODITSWENG KAPA E EKEDITSWENG HO LATELA KAROLO YA 96(6) YA MOLAO WA TAOLO YA LEKGETHO, 2011 (MOLAO WA 28 WA 2011)**

Ho latela karolo ya 95(6) ya Molao wa Taolo ya Lekgetho, 2011, nna, Edward Christian Kieswetter, Mokomishenara wa Ditshebeletso tsa Lekgetho tsa Afrika Borwa, ke atolosa letsatsi leo molefalekgetho ya tshwanelehang bakeng sa tlhahlobo ya othomathiki tlasa temana ya 3(3) ya Tsebiso ya Palo. 3540 e phatlaladitsweng Koranteng ya Mmuso ya Palo. 48788 ya la 14 Phupjane 2023, a ka kopang tlhahlobo e fokoditsweng kapa e ekeditsweng ho fihlela ka la 23 Mphalane 2023. Katoloso ha e sebetse haeba letsatsi la tlhahlobo ya othomathiki le le ka mora la 25 Phato 2023.

**E C KIESWETTER****MOKOMISHENARA: DITSHEBELETSO TSA LEKGETHO TSA AFRIKA BORWA**

## DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 4743

19 April 2024

## COMPETITION COMMISSION

## NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:

REMA TIP TOP HOLDINGS(PTY) LTD  
AND  
UBUSISIWE UKUPHILA (PTY) LTD

CASE NUMBER: 2023AUG0038

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

1. On 21 August 2023, the Competition Commission ("Commission") received a notice of an intermediate merger whereby Rema Tip Top Holding South Africa (Pty) Ltd intends to acquire [CONFIDENTIAL]% Ubusisiwe Ukuphila (Pty) Ltd ("Ubusisiwe"). Upon implementation of the proposed transaction, RTT will have joint control over Ubusisiwe. The balance of the shareholding in Ubusisiwe will be held by Patrick Martin Investment Trust [CONFIDENTIAL]% and Makarios Family Trust [CONFIDENTIAL]%.
2. The primary acquiring firm is RTT. RTT is 100% controlled by Rema Tip Top AG ("Rema AG"). Rema AG is in turn 100% controlled by Stahlgruber Otto Gruber AG ("Stahlgruber AG"). Stahlgruber AG is not controlled by any firm and its shares are widely held.
3. The merging parties submit that the Acquiring Group does not have any shareholders who are HDPs.
4. The Acquiring Group operates (i) as a Rema Tip Top branded tyre workshop used for fitting, balancing and lifting tyres; (ii) supplier of valves as part of their automotive product offering; (iii) manufacturer of tyre repair systems and (iv) manufacturer of tyre maintenance systems in South Africa. The Acquiring Group also manufactures Dunlop branded conveyor belts in South Africa and China. However, the conveyor belts manufactured by the Acquiring Group in South African and China are not distributed into the South African



market. The conveyor belts manufactured by the Acquiring Group are exported to international markets. This is because of a Sub-License Agreement concluded between the Target Group and the Acquiring Group, which restricts the Acquiring Group from distributing and supplying Dunlop branded conveyor belts in South Africa, Swaziland, Lesotho and Botswana.

5. The primary target firm is Ubusisiwe. Ubusisiwe is jointly controlled by Patrick Martin Investment Trust [CONFIDENTIAL]% and Makarios Family Trust [CONFIDENTIAL]%. [CONFIDENTIAL]%
6. Ubusisiwe jointly controls Mbense Sosibo Investments Holdings (Pty) Ltd (“Mbense”) [CONFIDENTIAL]%. The other joint controllers of Mbense are Mlungisi [CONFIDENTIAL]%, Mbuso and Makhosazana [CONFIDENTIAL]%. [CONFIDENTIAL]%
7. Mbense controls Dunlop Belting Products (Pty) Ltd (“Dunlop Belting Products”). Dunlop Belting Products controls 8 firms which are: (i) DBP Services (Pty) Ltd (“DBP Services”); (ii) DBP Northern Cape (Pty) Ltd; (iii) MP Squared Property Group (Pty) Ltd; (iv) SA Hose and Belting KZN (Pty) Ltd (“SA Hose and Belting KZN”); (v) DBP Goldroc (Pty) Ltd; (vi) DBP Management Services (Pty) Ltd; (vii) DBP Mpumalanga (Pty) Ltd and (viii) DBP Northwest (Pty) Ltd.
8. Ubusisiwe and Mbense shall be referred to as the “Target Group”.
9. Ubusisiwe does not have shareholders who are HDPs. However, the merging parties indicate that Mbense, the only operational subsidiary of Ubusisiwe has [CONFIDENTIAL]% held by HDPs through Mlungisi [CONFIDENTIAL]%, Mbuso [CONFIDENTIAL]% and Makhosazana [CONFIDENTIAL]%. [CONFIDENTIAL]%
10. Through Mbense, the Target Group is active in the (i) manufacturing and distribution of conveyer belts used by mines; (ii) manufacturing of industrial hoses; and (iii) maintenance and servicing of conveyor belts.

#### **Relationship between the parties/ products (horizontal / vertical)**

11. The Commission found that the proposed merger is unlikely to substantially prevent or lessen competition in any market.

#### **Public Interest**

12. The Commission and the merging parties have agreed to job creation commitments for the benefit of HDPs at the Acquiring Group and/or the Target Group.

**Conclusion**

13. The Commission therefore approves the proposed merger subject to the conditions attached hereto as **Annexure A**.

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**ANNEXURE A**  
**REMA TIP TOP HOLDING SOUTH AFRICA (PTY) LTD**  
**AND**  
**UBUSISIWE UKUPHIPILA (PTY) LTD**  
**CASE NUMBER: 2023AUG0038**

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**CONDITIONS**

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**1. DEFINITIONS**

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

- 1.1. **"Acquiring Firm"** means Rema Tip Top Holding South Africa (Pty) Ltd;
- 1.2. **"Approval Date"** means the date upon which the Commission approves the Merger;
- 1.3. **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;
- 1.4. **"Competition Act"** means the Competition Act, No. 89 of 1998 (as amended);
- 1.5. **"Conditions"** means these conditions;
- 1.6. **"Days"** mean business days, being any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
- 1.7. **"HDP"** means a historically disadvantaged person as contemplated in section 3(2) of the Competition Act;
- 1.8. **"Implementation Date"** means the date on which the Merger is implemented in accordance with the commercial arrangements between the Merging Parties;
- 1.9. **"Mbense"** means Mbense Sosibo Investments Holdings (Pty) Ltd;
- 1.10. **"Merged Entity"** means the Target Firm subject to the control of the Acquiring Firm following implementation of the Merger;

- 1.11. **"Merger"** means the acquisition of control by the Acquiring Firm over the Target Firm;
- 1.12. **"Merging Parties"** means the Acquiring Firm and the Target Firm;
- 1.13. **"Target Firm"** means Ubusisiwe Ukuphipila (Pty) Ltd; and
- 1.14. **"Tribunal"** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act.

## **CONDITIONS TO THE APPROVAL OF THE MERGER**

### **2. CREATION OF DIRECT HDP EMPLOYMENT**

- 2.1. The merging parties through the Acquiring Firm and/or Mbense and/or its subsidiaries shall create a minimum of 180 permanent jobs for HDPs within a period of 18 months from the date of Implementation. The merging parties shall:
- 2.1.1. Create 100 jobs for HDPs in the Acquiring Firm and/or Mbense and/or its subsidiaries within 12 months from Implementation Date.
- 2.1.2. Create 80 jobs for HDPs in the Acquiring Firm and/or Mbense and/or its subsidiaries within 18 months from Implementation Date.

### **3. MONITORING OF COMPLIANCE WITH THE CONDITIONS**

- 3.1. Within 10 (ten) Days of the Implementation Date, the Merged Entity shall circulate a non-confidential version of the Conditions to its employees, their employee representatives and trade unions. As proof of compliance herewith, the Merged Entity shall within 5 (five) Days of circulating the Conditions, submit to the Commission an affidavit by a senior official, attesting to such compliance.
- 3.2. Within 5 (five) Days after the Implementation Date, the Merged Entity shall notify the Commission in writing of the Implementation Date.
- 3.3. Within 5 (five) Days of the first and second anniversary of the Implementation Date, the Merged Entity shall submit a compliance report detailing the number of jobs created; the respective designations and demographics of the newly appointed employees in the Acquiring Firm and/or Mbense and/or its subsidiaries. The report shall be accompanied by affidavits from a director of the Acquiring Firm and/or Mbense and/or its subsidiaries confirming the accuracy of the information contained in the report.

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

#### 4. BREACH OF CONDITIONS

- 4.1. In the event that the Commission receives any complaint in relation to non-compliance with the Conditions, or otherwise determines that there has been an apparent breach of the Conditions, the matter will be dealt with in terms of Rule 39 of the Rules of the Conduct of Proceedings in the Commission.

#### 5. VARIATION

- 5.1. The Merging Parties may at any time, on good cause shown, apply to the Commission for the conditions to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the variation of the conditions, the Merging Parties shall apply to the Tribunal, on good cause shown, for the conditions to be waived, relaxed, modified and/or substituted.

#### 6. GENERAL

All correspondence in relation to the Conditions must be submitted to the following e-mail address: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [ministry@thedtic.gov.za](mailto:ministry@thedtic.gov.za).

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****APEX CONSOLIDATION ENTITY LIMITED****AND****EFFICIENT GROUP PROPRIETARY LIMITED****CASE NUMBER: 2023APR0020**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

1. On 18 April 2023, the Competition Commission ("Commission") received notice of an intermediate merger in terms of which Apex Consolidation Entity Limited ("ACEL") intends to acquire Efficient Group (Pty) Ltd ("Efficient Group"). Following the implementation of the proposed transaction, Efficient Group will be controlled by ACEL. Some assets and subsidiaries of Efficient Group will not be part of the transaction, and these will be channelled into a newly incorporated vehicle, Efficient Group 2 Proprietary Limited ("Remaining Group"). The Remaining Group's shares will be distributed to the current shareholders of Efficient Group, proportional to their existing shareholding in Efficient Group.
  2. The primary acquiring firm, ACEL, is a company incorporated in accordance with the laws of England and Wales. ACEL is 100% owned by Apex Structured Intermediate Holdings Limited. Apex Structured Intermediate Holdings Limited is directly controlled by Apex Structured Holdings Limited. Apex Structured Holdings Limited is wholly owned by Apex Group Ltd. Apex Group Ltd is ultimately controlled by Genstar GP ("Genstar") which is ultimately controlled by Genstar Capital, a San Francisco based private equity firm.
  3. The primary target firm is a company incorporated in accordance with the laws of South Africa. Efficient Group is not controlled by any firm. Efficient Group wholly owns Boutique Collective
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Investments (RF) Proprietary Limited (“BCI”), Boutique Investment Partners Proprietary Limited (“BIP”), Instit Proprietary Limited (“Instit”) and Skyblue Fund Managers Proprietary Limited (“Skyblue”). Efficient Group is a diversified financial services provider, which focuses on asset management services.

### **Competition analysis**

4. The Commission considered the activities of the merging parties and found that the proposed transaction does not raise a horizontal overlap since Apex Group provides fund administration services and Efficient Group provides asset management services. The Commission received concerns from certain customers of the merging parties however these concerns were adequately addressed by the merging parties.
5. The Commission also found that there is a vertical overlap in the activities of the merging parties as Apex Fund Services provides portfolio administration services to BCI. The Commission however found that the proposed merger is not likely to result in foreclosure post-merger given the merging parties’ market shares in the respective markets.
6. Taken as a whole, the Commission found that the merged entity will continue to face competition from various market participants identified in each of the markets above. The Commission therefore concludes that it is unlikely that the proposed merger will lead to a substantial prevention or lessening of competition in any market.

### **Public Interest**

#### *Employment*

7. The merging parties have provided an unequivocal undertaking that the merger will not negatively impact employment. This was confirmed by the Commission’s interactions with the employee representatives of the merging parties. Accordingly, the Commission concluded that the merger does not raise employment concerns.
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*Promotion of a greater spread of ownership*

8. ACEL does not have any HDP ownership, nor worker participation, whereas Efficient Group is 24% HDP owned. Therefore, the Commission was concerned that the proposed transaction does not result in a greater spread of ownership by HDPs or workers, as required by section 12A(3)(e) of the Competition Act. The Commission invited the merging parties to make submissions on conditions which can address the public interest envisaged in section 12A(3)(e).
9. In addressing this concern, the Commission and the merging parties agreed to the following conditions:
  - 9.1. ACEL will implement an HDP transaction which will result in an HDP shareholder acquiring 5% of the issued shares in the target firm;
  - 9.2. Within a period of 1 (one) year from the Approval Date, ACEL will increase the black South African senior management at Efficient Group to 60%, from 50%;
  - 9.3. Increase targeted spend on enterprise and supplier development to 3%, from 0% per annum.
  - 9.4. Increase targeted spend on skills development of black employees to R300 000 from R31 975 per annum; and
  - 9.5. Increase targeted spend on socio-economic development initiatives to 1% from 0% per annum.
10. There are no other public interest concerns arising.

**Conclusion**

11. The Commission approves the proposed transaction subjected to the attached conditions.
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**ANNEXURE A**  
**APEX CONSOLIDATION ENTITY LIMITED**  
**AND**  
**EFFICIENT GROUP PROPRIETARY LIMITED**  
**CASE NUMBER: 2023APR0020**

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**Definitions**

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

- 1.1 **“ACEL”** means Apex Consolidation Entity Limited;
- 1.2 **“Approval Date”** means the date on which the Merger is approved by the Commission in terms of the Competition Act;
- 1.3 **“Commission”** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;
- 1.4 **“Commission Rules”** means the Rules for the Conduct of Proceedings in the Commission;
- 1.5 **“Competition Act”** means the Competition Act, No. 89 of 1998, as amended;
- 1.6 **“Conditions”** means the conditions in this Annexure A;
- 1.7 **“Days”** means any day that is not a Saturday, Sunday or public holiday in South Africa;
- 1.8 **“Efficient Group”** means Efficient Group Proprietary Limited, including Boutique Collective Investments (RF) Proprietary Limited; Boutique Investment Partners Proprietary Limited; Instit Proprietary Limited; and Skyblue Fund Managers Proprietary Limited;
- 1.9 **“Employee”** means any employee of the Merging Parties (as contemplated under the Labour Relations Act) in South Africa;

- 1.10 **"Historically Disadvantage Persons or HDP"** means historically disadvantaged persons as contemplated in section 3(2) of the Competition Act;
- 1.11 **"HDP Transaction"** means ACEL's commitment to sell not less than 5% of the issued share capital of Efficient Group on market-related terms, to one or more HDP shareholders;
- 1.12 **"Implementation Date"** means the closing date on which the Merger is completed by the Merging Parties in terms of Clause 6 of the Share Purchase Agreement submitted as Annexure B1 to the Merger notification submitted to the Commission;
- 1.13 **"Labour Relations Act"** means the Labour Relations Act, No. 66 of 1995;
- 1.14 **"Merger"** means the acquisition by ACEL of Efficient Group as notified to the Commission under Commission case number 2023APR0020;
- 1.15 **"Merging Parties"** means collectively ACEL and Efficient Group;
- 1.16 **"NPAT"** means net profit after tax;
- 1.17 **"South Africa"** means the Republic of South Africa;
- 1.18 **"Tribunal"** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act; and
- 1.19 **"Tribunal Rules"** mean the Rules for the Conduct of Proceedings in the Tribunal.

## 2. HDP TRANSACTION

- 2.1 ACEL shall, within 24 months (twenty four) of the Implementation Date, implement the HDP Transaction. ACEL shall, at its sole discretion, determine the identity of the HDP shareholder(s) that will participate in the HDP Transaction.
- 2.2 Prior to the implementation of the HDP Transaction, ACEL shall provide the Commission with details of the HDP Transaction in writing. These details will include, but not be limited to, the structure of the HDP Transaction, the terms of the HDP Transaction, the identities of the HDP shareholder(s) and evidence that these shareholder(s) are HDPs.
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### 3. MANAGEMENT OF EFFICIENT GROUP

- 3.1 As at the Approval Date, Historically Disadvantaged Persons represent:
- 3.1.1 50% of the senior management of Efficient Group; and
- 3.1.2 Approximately 56% of the junior and middle management of Efficient Group.
- 3.2 Within a period of 1 (one) year after the Approval Date, ACEL undertakes to increase the percentage in Clause 3.1.1 to 60%.
- 3.3 Measured over a period of 3 (three) years from the Implementation Date, ACEL undertakes to procure that Efficient Group will maintain the percentage in Clause 3.1.2. Should the opportunity arise for Efficient Group to increase this percentage, preference will be given to suitably qualified Historically Disadvantaged Person candidates.

### 4. ENTERPRISE AND SUPPLIER DEVELOPMENT, CORPORATE SOCIAL RESPONSIBILITY, SKILLS DEVELOPMENT AND PREFERENTIAL PROCUREMENT

- 4.1 ACEL undertakes to procure that Efficient Group shall over a period of 3 (three) years after the Implementation Date:
- 4.1.1 increase its targeted spend on enterprise and supplier development from the current 0% per annum to 3% (which would have equated to R2 807 000 based on Efficient Group's South African NPAT in the 2022 financial year); and
- 4.1.2 spend an additional ZAR 300,000 on skills development of Black Employees over and above the current ZAR 31,975 to the extent that these Employees wish to take up relevant opportunities. In the event that an insufficient number of Employees take up these skills development opportunities during any given financial year, Efficient Group shall use the funds to offer bursaries to HDP, South African students in the following financial year.
- 4.1.3 increase its targeted spend on socio-economic development spend initiatives from the current 0% per annum to 1% (which would have equated to R936 000 based on Efficient Group's South African NPAT in the 2022 financial year).
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4.2 ACEL undertakes to procure that Efficient Group shall maintain its total measured procurement spend from SMME and/or businesses owned by Historically Disadvantaged Persons of 79% measured over a period of 3 (three) years from the Implementation Date and, where possible, to increase such spend. This is provided that goods and services which Efficient Group requires to be procured are available on reasonable commercial terms.

## 5. **MONITORING**

5.1 The Merging Parties shall inform the Commission in writing of the Implementation Date within 5 (five) Days of its occurrence.

5.2 The Merging Parties shall inform the Commission in writing of the implementation date of the HDP Transaction within 5 (five) Days of its occurrence.

5.3 The Merging Parties shall, within 30 (thirty) Days of the first anniversary of the Implementation Date and for a period of 3 (three) years thereafter submit to the Commission a written report detailing compliance with these Conditions. The compliance report shall be accompanied by an affidavit from a senior official attesting to the correctness of the report.

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

## 6. **VARIATION OF CONDITIONS**

The Merging Parties may at any time, and on good cause shown, apply to the Commission for the Conditions to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the Merging Parties' application to the Commission, the Merged Entity may apply to the Tribunal, on good cause shown, for appropriate relief.

## 7. **APPARENT BREACH**

Should the Commission receive any complaint in relation to non-compliance with the above Conditions, or otherwise determines that there has been an apparent breach by the Merging

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Parties of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Commission Rules read together with Rule 37 of the Tribunal Rules.

**8. GENERAL**

All correspondence concerning these Conditions must be submitted to the following email address: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [ministry@thedtic.gov.za](mailto:ministry@thedtic.gov.za)

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****SHEARWATER SPV PROPRIETARY LIMITED****AND****INTERFLEX HOLDINGS PROPRIETARY LIMITED AND DINALEDI CONCEPTS  
PROPRIETARY LIMITED****CASE NUMBER: 2023APR0032**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

1. On 26 April 2023 the Competition Commission ("Commission") received notification of an intermediate merger wherein Shearwater SPV Proprietary Limited ("Shearwater") proposes to acquire sole control over Interflex Holdings Proprietary Limited ("Interflex") and Dinaledi Concepts Proprietary Limited ("Dinaledi") ("Proposed Transaction").
2. The primary acquiring firm is Shearwater SPV Proprietary Limited ("Shearwater"), a company registered in South Africa. Shearwater is, in turn, ultimately controlled by the **[CONFIDENTIAL]** Trust whose trustees are not historically disadvantaged persons ("HDPs") as contemplated in the Competition Act No 89 of 1998 (as amended) (the "Act"). The **[CONFIDENTIAL]** Trust has no HDP beneficiaries. Shearwater, all the firms controlling it and all the firms controlled by those firms, will be referred to as the "Acquiring Group".
3. Shearwater is a special purpose vehicle ("SPV") that was established to facilitate the proposed merger and thus does not conduct any activities. The Acquiring Group's activities are to hold investments in various sectors such as agriculture, residential property development, industrial property, hospitality property (e.g., holiday lodges and camps), sport fishing, retail, telecommunications, and manufacturing.
4. The Acquiring Group does not have any shareholding by HDPs or 'workers' as

contemplated in the Act.

5. The primary target firms are Interflex Holdings Proprietary Limited (“Interflex”) and Dinaledi Concepts Proprietary Limited (“Dinaledi”). Both Interflex and Dinaledi are entities registered in South Africa.
6. Interflex is not controlled by any single shareholder and its largest shareholder is Cofersa SA Holdings Proprietary Limited (Cofersa) as to 42%. Interflex has 42% ownership by HDPs (via Cofersa) as contemplated by the Act. Interflex has no ownership by workers.
7. Dinaledi is solely controlled by **[CONFIDENTIAL]** as to **[CONFIDENTIAL]**%. **[CONFIDENTIAL]** is an HDP as contemplated by the Act. The remaining **[CONFIDENTIAL]**% non-controlling shareholding in Dinaledi is held by Interflex. Dinaledi has 76.80% ownership by HDPs. Dinaledi has no ownership by workers.
8. The Commission understands that Interflex and its subsidiaries supply conveyor belts to customers such as mining houses, who typically require suppliers such as Interflex to have black ownership credentials.
9. Interflex and Dinaledi will collectively be referred to as the “Target Firms”.
10. The Target Firms import and distribute light duty, heavy duty, and steel cord conveyor belts to the mining industry (mines and mining equipment distributors).
11. The Commission found that the merger does not result in any horizontal or vertical overlaps.
12. Regarding public interest, the Commission found that the transaction results in a substantial dilution in the greater spread of ownership by HDPs post-merger.
13. To address this dilution, the parties committed to create a fund to be managed by an HDP owned general partner (the “Fund”) which will acquire a **[CONFIDENTIAL]**% interest in Shearwater post-merger and hold such interest for at least **[CONFIDENTIAL]** years. The Fund would invest in firms with HDP ownership of at least **[CONFIDENTIAL]**% for a period of at least **[CONFIDENTIAL]** years post the implementation of the merger. Shearwater will provide the Fund with at least R**[CONFIDENTIAL]** to enable the Fund to fulfil its mandate. The Commission did not consider the Fund to be sufficiently responsive to section 12A(3)(e) of the Act as the beneficial ownership arising therefrom, flows to persons who are not HDPs. Accordingly, the Fund has not been included in the conditions attached as **Annexure A** hereto.

14. However, the Commission found that in the circumstances, the additional commitments tendered by the parties including the 5% ESOP for the benefit of workers of the Target Firms, skills development spend and the lack of negative employment effects, sufficiently addresses the public interest.
15. The Commission approves the merger subject to the conditions included in **Annexure A** hereto, which the parties have agreed to.



**ANNEXURE A**  
**SHEARWATER SPV PROPRIETARY LIMITED**  
**AND**  
**INTERFLEX HOLDINGS PROPRIETARY LIMITED**  
**AND**  
**DINALEDI CONCEPTS PROPRIETARY LIMITED**  
**CASE NUMBER: 2023APR0032**

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**1. DEFINITIONS**

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

- 1.1 **"Acquiring Group"** means means the Acquiring Firm and all firms it controls, all firms controlling the Acquiring Firm, and all firms controlled by those firms;
- 1.2 **"Acquiring Firm"** means Shearwater SPV;
- 1.3 **"Approval Date"** means the date referred to on the Commission's merger clearance certificate (Form CC15), being the date on which the Merger is approved in terms of the Competition Act;
- 1.4 **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;
- 1.5 **"Competition Act"** means the Competition Act, No. 89 of 1998, as amended;
- 1.6 **"Commission Rules"** mean the Rules for the Conduct of Proceedings in the Commission;
- 1.7 **"Conditions"** means the conditions set out herein;
- 1.8 **"Days"** mean any calendar day which is not a Saturday, a Sunday, or an official public holiday in South Africa. A public holiday shall also include such days as may be declared by the President of South Africa in terms of the Public Holidays Act 36 of 1994;

- 1.9 **“Dinaledi”** means Dinaledi Concepts Proprietary Limited;
- 1.10 **“ESOP Establishment Period”** means 36 months from the Implementation Date;
- 1.11 **“HDP”** means a historically disadvantaged person as contemplated in the Competition Act;
- 1.12 **“Implementation Date”** means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
- 1.13 **“Interflex”** means Interflex Holdings Proprietary Limited;
- 1.14 **“Merger”** means the acquisition by Shearwater SPV of Interflex and Dinaledi as notified to the Commission under Case No:2023APR0032;
- 1.15 **“Merging Parties”** means collectively the Acquiring Firm and the Target Firms, and **“Merging Party”** means any one of them, as the case may be;
- 1.16 **“Merged Entity”** means Interflex and Dinaledi as controlled by Shearwater SPV following implementation of the Merger;
- 1.17 **“Shearwater SPV”** means Shearwater SPV Proprietary Limited;
- 1.18 **“South Africa”** means the Republic of South Africa;
- 1.19 **“Targets Firms”** means Interflex and Dinaledi;
- 1.20 **“Tribunal”** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act;
- 1.21 **“Tribunal Rules”** means the Rules for the Conduct of Proceedings in the Tribunal;
- 1.22 **“Qualifying Workers”** means Workers that have been in the employ of Interflex and Dinaledi for at least a period of 2 years as at the Implementation Date; and
- 1.23 **“Worker”** means an employee as defined in the Labour Relations Act 66 of 1995 (as amended) and, in the context of ownership, refers to ownership by a broad base of Workers.

## CONDITIONS

### 2. SKILLS TRANSFER

- 2.1 To promote skills transfer to HDPs –

- 2.1.1 Shearwater will spend approximately R530 000 per year for 8 years (aggregate R4,24 million) post the implementation Date on training opportunities for all employees at each of Dinaledi and Interflex; and
- 2.1.2 Within 1 year post the Implementation Date, Shearwater will appoint Ms Shivashne Raghubar (or any other HDP female) to the board of directors of Interflex.

### **3. EMPLOYEE SHARE OWNERSHIP PLAN**

- 3.1 By the end of the ESOP Establishment Period, Interflex shall establish the ESOP for the benefit of all Qualifying Workers. The ESOP shall hold 5% of the issued shares in Interflex as at the Implementation Date, in accordance with the design principles set out in Annexure B.
- 3.2 For the avoidance of doubt, Qualifying Employees will not be required to pay any monies to participate in the ESOP and the consideration required to purchase shareholding in the Merged Entity shall be advanced to the ESOP by the Merged Entity and in the form of a loan, and
- 3.3 as an ordinary shareholder, the ESOP, like all the other ordinary shareholders of Interflex, will be entitled to receive dividends in respect of its ordinary shares in the Interflex once Interflex is able to declare ordinary dividends to its ordinary shareholders.

### **4. MONITORING**

- 4.1 The Acquiring Firm shall inform the Commission in writing of the Implementation Date within 5 (five) Days of the Implementation Date.
- 4.2 The Acquiring Group shall submit a compliance report detailing its compliance with clause 2 and clause 3 of the Conditions, within 60 (sixty) days of each anniversary of the Implementation Date. The report shall be accompanied by an affidavit from a director of the Acquiring Firm confirming the accuracy of the information contained in the report.
- 4.3 The report referred to in clause 4.2 shall include but not be limited to details and supporting documents regarding –
  - 4.3.1 Compliance with the requirements set out in clause 2.
  - 4.3.2 Within 10 (ten) Days of the Implementation Date, the Merged Entity shall circulate a non-confidential version of the Conditions to its employees, their employee

representatives and trade unions. As proof of compliance herewith, Interflex shall within 5 (five) Days of circulating the Conditions, submit to the Commission an affidavit by a senior official, attesting to such compliance.

4.3.3 The Merged Entity shall submit a compliance report (including a trust deed for the registration of the ESOP) within 5 (five) Days after the establishment of the ESOP. The report shall be accompanied by an affidavit from a director of Interflex confirming the accuracy of the information contained in the report.

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

## **5. APPARENT BREACH**

Should the Commission receive any complaint in relation to non-compliance with the above Conditions, or otherwise determine that there has been an apparent breach by the Merging Parties of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Commission Rules.

## **6. VARIATION OF CONDITIONS**

The Merging Parties may at any time, on good cause shown, apply to the Commission for the Conditions to be lifted, revised, or amended. Should a dispute arise in relation to the variation of the Conditions, the Merging Parties shall apply to the Tribunal, on good cause shown, for the Conditions to be lifted, revised, or amended.

## **7. GENERAL**

All correspondence concerning these Conditions must be submitted to the following email address: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [ministry@thedtic.gov.za](mailto:ministry@thedtic.gov.za).

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**ANNEXURE B - CONFIDENTIAL**

<b>Design Principle</b>	<b>Applicable Criteria</b>
<b>Structure</b>	<ul style="list-style-type: none"> <li>○ Will be a unitised structure whereby a trust will be established, and Qualifying Workers will receive units</li> </ul>
<b>Cost to Workers and participating HDPs</b>	<ul style="list-style-type: none"> <li>○ The ESOP will be funded through notional vendor funding.</li> <li>○ The notional vendor funding will provide for a fixed trickle dividend in terms of which at least 35% of declared dividends will be paid to the beneficiaries with the remaining 65% used to service the vendor financed loan until such time as it is extinguished. Once the loan has been extinguished, 100% of the declared dividends due to the ESOP (after liabilities have been paid) will be distributed to the beneficiaries. The liabilities refer to costs (administration costs, rental, fees of third party service providers such as auditors) and taxes.</li> </ul>
<b>Governance</b>	<ul style="list-style-type: none"> <li>○ The ESOP will be constituted by a Trust, which will have 3 trustees, one nominated by Interflex, one nominated by Workers and one independent trustee</li> </ul>
<b>Duration</b>	<ul style="list-style-type: none"> <li>○ The ESOP will endure until terminated by the Trustees</li> </ul>
<b>Participants</b>	<ul style="list-style-type: none"> <li>○ All Workers in the employ of Interflex and Dinaledi for a period of at least 2 years as at the date of implementation of the merger.</li> </ul>
<b>Participation Benefits</b>	<ul style="list-style-type: none"> <li>○ Qualifying Workers will be entitled to dividends.</li> </ul>

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****KA AN DEVELOPMENT CO LIMITED****AND****EASTERN PLATINUM LIMITED****CASE NUMBER: 2023AUG0007**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

1. On 04 August 2023, the Competition Commission ("Commission") received notice of an intermediate merger whereby Ka An Development Co. Limited ("Ka An Development") intends on acquiring 49.1% of the shares in Eastern Platinum Limited ("EPL"). Upon implementation of the proposed transaction, Ka An Development will have sole control over EPL.
2. The primary acquiring firm is Ka An Development, a company incorporated in accordance with the laws of Canada. Ka An Development is [CONFIDENTIAL]% controlled by [CONFIDENTIAL]. The merging parties submit that [CONFIDENTIAL] does not have any shareholding interests in South Africa other than [CONFIDENTIAL].
3. Ka An Development controls Crocodile Mining Development Limited, a firm incorporated in accordance with the laws of Canada. In South Africa, Ka An Development does not control any other firm. However, the parties indicate that Ka An Development holds a non-controlling shareholding of 32.7% in EPL, the primary target firm in the instant transaction.

4. Ka An Development does not have any shareholding held by historically disadvantaged persons (“HDPs”)
5. Ka An Development and all firms it controls shall be referred to as the “Acquiring Group”.
6. The Acquiring Group, through Ka An Development is an investment holding entity with investments in firms that are active in the mining sector.
7. The primary target firm is EPL, a public company incorporated in accordance with the laws of the Republic of South Africa. EPL is dually listed on the Toronto Exchange and the Johannesburg Stock Exchange (JSE) and as such it is not controlled by any shareholder.
8. EPL controls 15 firms in South Africa. Fourteen of those firms are not operational. Of relevance to the proposed merger is the 100% shareholding held by EPL in Barplats Mines (Pty) Ltd (“Barplats Mines”), which is envisaged to become fully operational post-merger. For purposes of the proposed transaction, EPL and all firms it controls shall be referred to as the “Target Group”.
9. The parties indicate that the Target Group is currently not operational and has not been operational since 2013 as it was placed under care and maintenance due to **[CONFIDENTIAL]**. However, prior to the Target Group being placed under care and maintenance, it was active in the mining of platinum group metals (“PGMs”). In addition, through Barplats Mines, the Target Group produces chrome as a by-product, as well as small amounts of copper and gold (also as by-products of the mining of PGMs), from the Barplats Zandfontein tailings dam.

### **Competition Assessment**

10. The Commission found that the proposed merger is unlikely to substantially prevent or lessen competition in any market.

### **Public Interest**

11. The only public interest issue arising was section 12A(3)(e) of the Competition Act, no 89 of 1998 (as amended), since neither the Acquiring Group nor the Target Group have any ownership by HDPs.

12. To address this public interest factor, the merging parties have agreed to establish an employee share ownership program ("ESOP"), which will hold at least 5% of Barplats Mines (a subsidiary of the Target Firm). The ESOP will be established within 6 months from Barplats Mines attaining certain run of mine tonnages, for a period of six consecutive months.

### **Conclusion**

13. The Commission therefore approves the proposed merger subject to the conditions attached hereto as **Annexure A**.



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**ANNEXURE A****KA AN DEVELOPMENT CO LIMITED****AND****EASTERN PLATINUM LIMITED****CASE NUMBER: 2023AUG0007**

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**CONDITIONS**

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**1. DEFINITIONS**

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

- 1.1. **"Acquiring Firm"** means Ka An Development Co Limited;
- 1.2. **"Approval Date"** means the date upon which the Commission approves the Merger;
- 1.3. **"Barplats Mines"** means Barplats Mines (Pty) Ltd, a 100% owned subsidiary of the Target Firm.
- 1.4. **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;
- 1.5. **"Competition Act"** means the Competition Act, No. 89 of 1998 (as amended);
- 1.6. **"Conditions"** means these conditions;
- 1.7. **"Days"** mean business days, being any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
- 1.8. **"DTIC"** means the Department: Trade, Industry and Competition;
- 1.9. **"ESOP"** means an employee share ownership program to be implemented within the ESOP Establishment Period within Barplats Mines through an employee trust or other similar vehicle which will acquire a shareholding of 5% in the Target Firm;

- 1.10. **“ESOP Establishment Period”** means 6 months (subject to any delays at the Masters Office and / or any other relevant regulatory authority) from the date on which Steady State is reached;
- 1.11. **“HDP”** means a historically disadvantaged person as contemplated in section 3(2) of the Competition Act;
- 1.12. **“Labour Relations Act”** means the Labour Relations Act, 66 of 1995 (as amended);
- 1.13. **“Merged Entity”** means the Target Firm subject to the control of the Acquiring Firm following implementation of the Merger;
- 1.14. **“Merger”** means the acquisition of control by the Acquiring Firm over the Target Firm;
- 1.15. **“Merging Parties”** means the Acquiring Firm and the Target Firm;
- 1.16. **“Steady State”** means a state in which Barplats Mines has for a consecutive period of six months achieved production of **[CONFIDENTIAL]** run of mine tons per month in relation to their mining operations.
- 1.17. **“Target Firm”** means Eastern Platinum Limited;
- 1.18. **“Tribunal”** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act;
- 1.19. **“Qualifying Workers”** means Workers employed for a minimum of 1 year within Barplats Mines; and
- 1.20. **“Worker”** means an employee as defined in the Labour Relations Act 66 of 1995 (as amended) and, in the context of ownership, refers to ownership by a broad base of Workers.

## **CONDITIONS TO THE APPROVAL OF THE MERGER**

### **2. ESTABLISHMENT OF THE ESOP**

- 2.1. By the end of the ESOP Establishment Period, the merging parties shall establish the ESOP for the benefit of Qualifying Workers. The ESOP shall hold 5% of the issued shares in Barplats Mines as at the ESOP Establishment Period, in accordance with the design principles set out in **Annexure B**.

### **3. DURATION**

- 3.1.** The obligations imposed on the Merging Parties in these Conditions will apply from the Approval Date to 3 years after the ESOP Establishment Period.

### **4. MONITORING OF COMPLIANCE WITH THE CONDITIONS**

- 4.1.** Within 10 (ten) Days of the Approval Date, the Merged Entity shall circulate a non-confidential version of the Conditions to its employees, their employee representatives and trade unions. As proof of compliance herewith, the Merged Entity shall within 5 (five) Days of circulating the Conditions, submit to the Commission an affidavit by a senior official, attesting to such compliance.
- 4.2.** The Merged Entity shall submit a compliance report detailing the output of ore in tons in relation to the mining operations of Barplats Mines on the anniversary of the Approval Date. The report shall be accompanied by an affidavit from a director of the Target Firm confirming the accuracy of the information contained in the report.
- 4.3.** Within 5 (five) Days of the commencement of the ESOP Establishment Period, the Target Firm shall provide the total number of South African employees at Barplats Mines as well as the number of employees classified as HDPs at Barplats Mines. This shall be accompanied by an affidavit from a director of the Target Firm confirming the accuracy of the information contained in the report.
- 4.4.** The Merged Entity shall submit a compliance report (including a trust deed – or the like, if a different but similar, vehicle is used –for the registration of the ESOP) within 5 (five) Days after the establishment of the ESOP. The report shall be accompanied by an affidavit from a director of the Target Firm confirming the accuracy of the information contained in the report.
- 4.5.** The Merged Entity shall submit a compliance report on the anniversary of the Approval Date for a period of 3 years commencing from the Date of the ESOP Establishment Period. This compliance report shall be accompanied by an affidavit from a director of the Barplats Mines confirming the accuracy of the information contained in the report.
- 4.6.** The Commission may request any additional information from the Merging Parties, which the Commission may, from time to time, deem necessary for purposes of monitoring the extent of compliance with these Conditions.

**5. BREACH OF CONDITIONS**

- 5.1.** In the event that the Commission receives any complaint in relation to non-compliance with the Conditions, or otherwise determines that there has been an apparent breach of the Conditions, the matter will be dealt with in terms of Rule 39 of the Rules of the Conduct of Proceedings in the Commission.

**6. VARIATION**

- 6.1.** The Merging Parties may at any time, on good cause shown, apply to the Commission for the conditions to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the variation of the conditions, the Merging Parties shall apply to the Tribunal, on good cause shown, for the conditions to be waived, relaxed, modified and/or substituted.

**7. GENERAL**

All correspondence in relation to the Conditions must be submitted to the following e-mail address: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [ministry@thedtic.gov.za](mailto:ministry@thedtic.gov.za).

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**Annexure B**

<b>Design Principle</b>	<b>Applicable Criteria</b>
Structure	<ul style="list-style-type: none"> <li>○ Unitised employee share ownership trust to be registered.</li> <li>○ Special purpose ring-fenced private company (SPV) inter-posed between ESOP and Barplats Mines for governance, commercial and tax efficiency reasons. The SPV will be a simple holding company with the sole objective of holding shares in Barplats Mines – it will not be an operating company.</li> </ul>
Cost to Workers	<ul style="list-style-type: none"> <li>○ Workers not required to pay to participate in the ESOP.</li> </ul>
Governance	<ul style="list-style-type: none"> <li>○ The board of trustees must be balanced, and workers must be represented on the board, e.g., 1 trustee appointed by Merged Entity; 1 appointed by Qualifying Workers and 1 independent trustee.</li> <li>○ The independent trustee will be recommended and appointed based on suitable qualifying criteria, by the trustees appointed by the Merged Entity and the Qualifying Workers, provided that the Target Firm will be entitled to appoint an interim independent trustee for the purpose of the trust formation and the transaction who shall vacate office once the Merged Entity and Qualifying Workers have appointed their trustees.</li> </ul>
Duration	<ul style="list-style-type: none"> <li>○ ESOP is evergreen to cater for changing workforce.</li> </ul>
Participants	<ul style="list-style-type: none"> <li>○ Trust deed to provide for the creation of units linked to 5% shareholding held by Trust in Barplats Mines via SPV.</li> <li>○ Eligibility criteria: permanent employees with a minimum 12 months service period.</li> <li>○ Maternity leave will have no adverse impact on qualifying criteria.</li> </ul>
Participation Benefits	<ul style="list-style-type: none"> <li>○ Value of the trust's or the SPV's 5% interest in Barplats Mines will be determined with reference to issued shares and valuation as at the date on which Steady State has been reached.</li> <li>○ Method of funding the trust or the SPV's 5% interest in the Barplats Mines to be vendor financed by the Merged Entity subject to commercial and tax efficiencies at the time.</li> <li>○ Vendor financing will be interest-free.</li> <li>○ Dividend policy will be adopted to provide for a "trickle" dividend (in the ratio of 35:65) to be paid to the ESOP prior to the repayment of the vendor</li> </ul>

	financing (i.e., at least 35% of any dividends declared by the Target Firm will flow to beneficiaries and at most 65% will be utilised to service the vendor financing). This will ensure economic benefit to Workers sooner
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**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****BCP VI NEPTUNE BIDCO HOLDINGS LIMITED****AND****NETWORK INTERNATIONAL HOLDINGS PLC****CASE NUMBER: 2023AUG0011**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

**The Transaction**

1. On 7 August 2023, the Competition Commission ("Commission") received notice of an intermediate merger wherein BCP VI Neptune Bidco Holdings Limited ("BidCo") intends to acquire Network International Holdings Plc ("Network"). Upon implementation of the proposed transaction, BidCo will exercise sole control over Network.
2. The primary acquiring firm is BidCo, a company incorporated in England and Wales. Bidco is indirectly controlled by BCP VI Neptune Holdings L.P ("BCP VI Neptune"). BCP VI Neptune is directly controlled by Brookfield Capital Partners VI GP LLC ("Brookfield Capital"), a general partner to BCP VI Neptune Holdings LP and to private equity funds managed and/or advised by affiliates of Brookfield Asset Management Ltd. BidCo is ultimately controlled by Brookfield Corporation ("Brookfield").
3. Brookfield is a public company listed on the New York and Toronto Stock Exchange and is not controlled by any single firm or individual. In South Africa, Brookfield indirectly controls firms, none of which have activities that overlap with those of the Target Firm.

4. Brookfield and all firms it directly or indirectly controls are henceforth referred to as the “Acquiring Group”.
5. The Merger Parties submit that neither Brookfield nor Brookfield’s South African subsidiaries have any direct shareholding held by historically disadvantaged persons (“HDPs”).
6. In South Africa, the Acquiring Group (i) manufactures and distributes chassis and suspension components; (ii) develops, manufactures, and sells flange ball, towbar systems, bike carrier solutions, and related wiring kits for towing and carrying solutions; and (iii) develops, constructs, operates and maintains solar panels.
7. The primary target firm is Network, a public company incorporated under the laws of England and Wales.
8. Network is a public company listed on the London Stock Exchange. Its shares are widely held, and no individual firm controls Network.
9. In South Africa, Network indirectly controls six firms (collectively the “Target Firms”).
10. Network, through its South African subsidiaries, provides payments solutions to merchants and financial institutions, including acquiring and processing services and a range of value-added services.
11. The Commission considered the activities of the merging parties and found that the proposed transaction does not raise any horizontal or vertical overlaps in South Africa as Network provides payment solutions to merchants and financial institutions and the Acquiring Group does not provide any payment solutions in South Africa.
12. As such, the proposed transaction is unlikely to substantially prevent or lessen competition in any market.



**Public interest***Employment*

13. The merging parties have not provided an unequivocal statement that the merger will not result in retrenchments and the Acquiring Group could not confirm the effect of the merger on employment until such time that the Acquiring Group has done a review of the Target Group's business operations. The merging parties agreed to a moratorium on merger-specific retrenchments of 36 months. This will however exclude highly skilled employees. The condition is attached hereto as "**Annexure A**".

*The promotion of a greater spread of ownership, in particular to increase the levels of ownership by HDPs and workers in firms in the market*

14. Neither of the merging parties have any shareholding held by HDPs. The Commission thus requested the merging parties to provide conditions that promote a greater spread of ownership as envisaged by section 12A(3)(e) of the Act.
15. To promote a greater spread of ownership, the merging parties proposed to establish an Employee Share Ownership Plan ("ESOP") of at least 5% shareholding for the benefit of workers. The parties proposed that the ESOP will be implemented within 5 years post the implementation of the merger. However, the Commission's counterproposal is that the ESOP must be established within a period of 3 years and must be subject to specific design principles set out in "**Annexure B**".
16. In addition, the merging parties agreed to spend 10% of the Target Group's South African operations' net profit after tax (NPAT) each year for 5 years post the implementation date, on initiatives that support SMEs and HDP-owned firms and HDP youths to participate in or expand within markets.
17. The conditions are attached hereto as "**Annexure A**".
18. The proposed merger does not raise any other public interest concerns.

**Conclusion**

19. The Commission approves the proposed transaction with conditions attached hereto as "**Annexure A**".

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**ANNEXURE A****CONDITIONS**

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**BCP VI NEPTUNE BIDCO HOLDINGS LIMITED****AND****NETWORK INTERNATIONAL HOLDINGS PLC****CASE NUMBER: 2023AUG0011**

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**1. DEFINITIONS**

The following expressions shall bear the meaning assigned to them hereunder, and cognate expressions shall have corresponding meanings, namely:

- 1.1. **“Acquiring Firm”** means BCP VI Neptune Bidco Holdings Limited;
- 1.2. **“Approval Date”** means the date the Commission issues a Clearance Certificate;
- 1.3. **“Commission”** means the Competition Commission of South Africa;
- 1.4. **“Commission Rules”** means the Rules for the Conduct of Proceedings in the Competition Commission;
- 1.5. **“Competition Act”** means the Competition Act No 89 of 1998, as amended;
- 1.6. **“Conditions”** means these conditions;
- 1.7. **“Day”** means any business day, being any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
- 1.8. **“ESOP”** means an employee share ownership program to be implemented within the ESOP Establishment Period within **[CONFIDENTIAL]** which will hold a shareholding of 5% in the **[CONFIDENTIAL]**;
- 1.9. **“ESOP Establishment Period”** means 36 months from the Implementation Date;
- 1.10. **“HDPs”** means historically disadvantaged persons, as contemplated in section 3(2) of the Act;

- 1.11. **“Highly Skilled Employees”** means employees of the Target Group at grade levels P - S<sup>1</sup> in the case of Network International Payment Services Proprietary Limited, and at grade levels L1 – L4<sup>2</sup> in the case of Payfast Proprietary Limited, and does not include any semi-skilled or unskilled workers;
- 1.12. **“Implementation Date”** means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
- 1.13. **“Merger”** means the acquisition of sole control over the Target Firm by the Acquiring Firm;
- 1.14. **“Merging Entity” / “Merged Entity”** means collectively the Acquiring Firm and the Target Firm;
- 1.15. **“Merger Parties”** means the Acquiring Firm and the Target Firm;
- 1.16. **“NPAT”** means Net Profit After Tax;
- 1.17. **“SME”** means small, and medium sized entity;
- 1.18. **“South Africa”** means the Republic of South Africa;
- 1.19. **“Target Firm”** means Network International Holdings Plc;
- 1.20. **“Target Group”** means all firm directly and indirectly controlled by the Target Firm in South Africa;
- 1.21. **“Tribunal”** means the Competition Tribunal of South Africa; and
- 1.22. **“Tribunal Rules”** means the Rules for the Conduct of Proceedings in the Tribunal.
- 1.23. **“Qualifying Workers”** means Workers employed at [CONFIDENTIAL]; and
- 1.24. **“Workers”** means an employee as defined in the Labour Relations Act 66 of 1995 (as amended) and, in the context of ownership, refers to ownership by a broad base of Workers.

## 2. CONDITIONS TO THE APPROVAL OF THE MERGER

2.1 In total over a period of 5 (five) years, commencing at the start of the Merged Entity's financial year following the Implementation Date, the Merged Entity shall, in the

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<sup>1</sup> Grades levels P – S refer to Managers, AVP, Vice President and Senior Vice President, respectively.

<sup>2</sup> Grades levels L1 – L4 refer to Executive Leader, Subdivision managers, Department Manager and Country Manager and Supervisor specialist, respectively.

aggregate, spend an amount equal to no less than the sum of 10% of the NPAT of the Target Group's South African entities for each of the relevant 5 (five) years, on establishing and/or continuing to support one or more of the following initiatives:

- 2.1.1. Enterprise and supplier development, in particular with regard to the promotion of the ability of SMEs and firms controlled or owned by HDPs to effectively enter into, participate in or expand within markets in South Africa.
- 2.1.2. Development of the experience, skills and knowledge of young HDP males and females, including through the provision of bursaries, learnerships and industry relevant training.

### **3. ESTABLISHMENT OF AN ESOP**

- 3.1. The merging parties shall, during the ESOP Establishment Period, establish the ESOP for the benefit of Qualifying Workers. The ESOP shall be in accordance with the design principles attached hereto as **Annexure B**.

### **4. EMPLOYMENT**

- 4.1. The Merger Parties shall not retrench any employee as a result of the merger.
- 4.2. The above condition shall not apply to executive and Highly Skilled Employees and shall apply for a period of 36 months from Implementation Date and includes the period between the Approval Date and the Implementation Date.
- 4.3. For the sake of clarity, merger-specific retrenchments do not include (i) voluntary retrenchment and/or voluntary separation arrangements; (ii) voluntary early retirement packages, (iii) unreasonable refusals to be redeployed in accordance with the provisions of the Labour Relations Act; (iv) resignations or retirements in the ordinary course of business; (v) retrenchments lawfully effected for operational requirements unrelated to the Merger; (vi) terminations in the ordinary course of business, including but not limited to, dismissals as a result of misconduct or poor performance; or (vii) any decision not to renew or extend a contract of a fixed-term third party contract employee or contract with a third party.

### **5. MONITORING**

- 5.1. For the duration of these conditions, the Target Group shall within 5 (five) Days of releasing the audited financial statements of its South African entities, provide the Commission with the NPAT of its South African operations.

- 5.2. Within 10 (ten) Days of the Implementation Date, the Merged Entity shall circulate a non-confidential version of the Conditions to its employees, their employee representatives and trade unions. As proof of compliance herewith, the Merged Entity shall within 5 (five) Days of circulating the Conditions, submit to the Commission an affidavit by a senior official, attesting to such compliance.
- 5.3. The Acquiring Firm shall inform the Commission in writing of the Implementation Date of the Merger within 5 (five) Days of its occurrence.
- 5.4. The Merged Entity shall submit an affidavit to the Commission within 1 (one) month after each anniversary of the Implementation Date attesting to its compliance with undertakings set out in clause 2, clause 3 and clause 4 above.
- 5.5. The Commission may request such additional information from the Acquiring Firm which the Commission from time to time regards as necessary for the monitoring of compliance with these Conditions.

## **6. APPARENT BREACH**

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

## **7. VARIATION**

- 7.1. The Acquiring Firm may at any time, on good cause shown, apply to the Commission for the Conditions to be lifted, revised, amended and/or the time period for fulfilment of the Conditions extended. Should a dispute arise in relation to the variation of the Conditions, the Acquiring Firm shall apply to the Tribunal, on good cause shown, for the Conditions to be lifted, revised, amended and/or the time period for fulfilment to be extended as aforementioned.

## **8. GENERAL**

- 8.1. All correspondences in relation to the Conditions must be submitted to the following email address: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [ministry@thedtic.gov.za](mailto:ministry@thedtic.gov.za)

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**ANNEXURE B**

<b>Design Principle</b>	<b>Applicable Criteria</b>
<b>Structure</b>	<ul style="list-style-type: none"> <li>○ Will be a unitised structure whereby a trust will be established, and Qualifying Workers will receive units</li> </ul>
<b>Cost to Workers and participating HDPs</b>	<ul style="list-style-type: none"> <li>○ Participation in the ESOP will be at no cost to Workers.</li> <li>○ Should the ESOP be funded through notional vendor funding, there must be provision for a fixed trickle dividend in terms of which at least 35% of declared dividends will be paid to the Workers with the remaining 65% used to service the vendor financed loan until such time as it is extinguished. Once the loan has been extinguished, 100% of the declared dividends due to the ESOP (after liabilities have been paid) will be distributed to Workers. The liabilities refer to costs (administration costs, rental, fees of third-party service providers such as auditors) and taxes.</li> </ul>
<b>Governance</b>	<ul style="list-style-type: none"> <li>○ ESOP – Workers will be represented on the board of trustees of the ESOP.</li> </ul>
<b>Duration</b>	<ul style="list-style-type: none"> <li>○ ESOP will be evergreen</li> </ul>
<b>Participants</b>	<ul style="list-style-type: none"> <li>○ ESOP – All Workers with at least 2 years or more experience at the Acquiring Group or Target Business</li> </ul>
<b>Participation Benefits</b>	<ul style="list-style-type: none"> <li>○ ESOP – Qualifying Workers will be entitled to dividends</li> </ul>

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****SPUR GROUP (PTY) LTD****AND****NADOSTAX (PTY) LTD****CASE NUMBER: 2023AUG0045**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

**The Transaction**

1. On 29 August 2023, Spur Group (Pty) Ltd ("Spur") notified an intermediate merger in terms of which Spur intends to acquire selected assets pertaining to the restaurant, franchise as well as the bakery businesses (collectively, "the Target Businesses") from Nadostax (Pty) Ltd ("Nadostax").
2. The primary acquiring firm is Spur, a private company incorporated in accordance with the laws of the Republic of South Africa. Spur controls numerous firms in South Africa. Spur is controlled by Spur Corporation Limited ("Spur Corporation"), a public company incorporated in the Republic of South Africa. Spur Corporation is not controlled by any other firm. Spur, the firms controlling it as well as the firms controlled by it will be referred to as "the Spur Group".
3. The Spur Group has a shareholding by historically disadvantaged persons ("HDPs") of 39.70%.
4. The Spur Group operates Casual Dining Restaurants ("CDRs"), predominately, on a franchise basis. Spur Group's CDR brands include 'Spur Steak Ranches', 'Panarottis Pizza Pasta', 'John Dory's Fish Grill and Sushi', 'RocoMamas', 'The Hussar Grill', 'Casa Bella' and 'Nikos'.



5. The primary target firm is Nadostax in respect of the following assets:
  - 5.1. the restaurant franchising business consisting of the contractual rights as franchisor under various franchise agreements with various franchisees, and associated intellectual property including trademarks, in respect of the “Doppio Zero”, “Piza e Vino” and “Modern Tailors” restaurant brands (“Franchise Business”);
  - 5.2. selected restaurants currently operated under the “Doppio Zero”, “Piza e Vino” and “Modern Tailor” brands (collectively, the “Restaurant Business”); and
  - 5.3. the central kitchen/bakery business, which supplies baked goods (pastries, bread and similar products) to the group franchised restaurants as well as other corporate clients (“Bakery Business”) (collectively, “the Target Businesses”).
6. The Target Businesses operate in the CDR market under the ‘Doppio Zero’, ‘Piza e Vino’ and ‘Modern Tailors’.
7. Nadostax does not have any shareholding by HDPs and consequently the Target Businesses do not have any ownership by HDPs.

#### **Competition Assessment**

8. The Commission’s investigation of the proposed transaction found that there is a horizontal relationship between the activities of the merging parties as they both franchise as well as own and operate CDRs. However, the Commission found that the proposed merger is unlikely to substantially prevent or lessen competition in any relevant market in South Africa.

#### **Public Interest considerations**

9. The Honourable Minister of Trade, Industry and Competition (“Minister”), participated in this merger raising public interest concerns.
10. In order to promote the public interest, the merging parties have agreed to commitments to increase employment, HDP suppliers, and HDP participation in the CDR market.

11. The Commission found that the commitments tendered by the merging parties render the merger justifiable on substantial public interest grounds.
12. The Commission therefore approves the proposed transaction subject to the conditions attached hereto as **Annexure A**.

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**ANNEXURE A**  
**SPUR GROUP (PTY) LTD**  
**&**  
**NADOSTAX (PTY) LTD**  
**CASE NUMBER: 2023AUG0045**

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**CONDITIONS**

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**1. DEFINITIONS**

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

- 1.1 **“Acquiring Group”** means Spur Group (Pty) Ltd, its controller Spur Corporation (Pty) Ltd and all the firms that it controls;
- 1.2 **“Act”** means the Competition Act No. 89 of 1998, as amended;
- 1.3 **“Approval Date”** means the date on which the Proposed Transaction is approved in terms of the Act;
- 1.4 **“CDR”** means a full service sit down casual dining restaurant;
- 1.5 **“Commission”** means the Competition Commission of South Africa;
- 1.6 **“Conditions”** means the merger conditions included in this Annexure A;
- 1.7 **“Days”** means any day that is not a Saturday, Sunday, or public holiday in South Africa;
- 1.8 **“HDP”** means historically disadvantaged person as contemplated by the Act;
- 1.9 **“HDP Supplier”** means a supplier that is at least 51% HDP owned;
- 1.10 **“Implementation Date”** means the date on which the merger is implemented by the Merging Parties;
- 1.11 **“Merger”** means the proposed acquisition by the Acquiring Group of the Target Businesses as notified to the Commission under Case No. 2023AUG0045;
- 1.12 **“Merged Entity”** means the combination of the Acquiring Group and the Target Businesses;

- 1.13 **"Merging Parties"** means the Acquiring Group and the Target Businesses;
- 1.14 **"Restaurant Business"** means the 12-non-franchised restaurants operated under the "Doppio Zero", "Piza e Vino" and "Modern Tailor" brands;
- 1.15 **"Seller"** means Nadostax (Pty) Ltd;
- 1.16 **"South Africa"** means the Republic of South Africa;
- 1.17 **"Target Businesses"** means the restaurant franchising business operated by the Seller consisting of the contractual rights as franchisor under various franchise agreements with various franchisees, and associated intellectual property including trademarks, in respect of the "Doppio Zero", "Piza e Vino" and "Modern Tailors" restaurant brands ("franchising business"); the Restaurant Business; and The central kitchen/bakery business which supplies baked goods (pastries, bread and similar products) to the group franchised restaurants as well as other corporate clients ("bakery business");
- 1.18 **"Tribunal"** means the Competition Tribunal of South Africa; and
- 1.19 **"Tribunal Rules"** means the Rules for the Conduct of Proceedings in the Tribunal.

## 2. ENTERPRISE AND SUPPLIER DEVELOPMENT

- 2.1. The Acquiring Group shall spend an aggregate amount of R4.5 million (four million and five hundred thousand rands) towards enterprise and supplier development over a period of 3 (three) years from the Implementation Date.
- 2.2. For the avoidance of doubt, in fulfilment of the obligation in clause 2.1. above, the Acquiring Group shall spend R1.5 million (one million and five hundred thousand rands) per annum for a period of 3 (three) years starting from the year of the Implementation Date.

## 3. SKILLS DEVELOPMENT

- 3.1. The Acquiring Group shall spend an aggregate amount of R15 million (fifteen million) rands towards skills development over a period of 3 (three) years from the Implementation Date. This skills development expenditure shall benefit HDPs

and lead to qualifications which are recognised by the National Qualification Framework.

- 3.2. For avoidance of doubt, in fulfilment of the obligation in 3.1. above, the Acquiring Group will spend R5 million (five million) rands per annum for a period of 3 (three) years starting from the year of the Implementation Date.

#### **4. PROCUREMENT FROM HDP SUPPLIERS**

- 4.1. The Acquiring Group shall source alternative suppliers in respect of ribs and chips who are HDPs within a period of 3 (three) years from the Implementation Date, subject to the availability of HDP suppliers to service the Merged Entity on reasonable commercial terms and in accordance with the Acquiring Group's requirements.
- 4.2. Additionally, during the first two years post the Implementation Date, the Acquiring Group shall seek alternative options for suppliers of meat. The chosen alternative meat suppliers will be HDP suppliers are able to supply products on reasonable commercial terms.
- 4.3. In addition to the above, the Acquiring Group shall, within a period of 5 (five) years from the Implementation Date increase its current number of HDP suppliers as follows:
  - 4.3.1. Source additional HDP suppliers in the chicken category which are able to supply products on reasonable commercial terms.
  - 4.3.2. Source additional HDP suppliers for its soft serve category which are able to supply products on reasonable commercial terms.
  - 4.3.3. Source additional HDP suppliers in the retail sauce product category which are able to supply products on reasonable commercial terms.
- 4.4. In addition to and without derogating from the obligation in 4.3. above, the Acquiring Group shall annually, for a period of 5 (five) years from the Implementation Date, put out at least one category to tender with the intent of appointing at least one HDP supplier in that category, provided that the supplier is able to supply products on reasonable commercial terms. Where an HDP supplier is not available or is unable to supply products on reasonable commercial terms, the Acquiring Group will endeavour to appoint at least one

supplier who has majority HDP shareholding subject to such supplier being able to supply products on reasonable commercial terms.

- 4.5. For clarity, where in this clause 4, reference is made to alternative or additional HDP suppliers, this shall not be interpreted to mean that HDP suppliers must be the sole suppliers in that particular category.
- 4.6. This, clause 4, is subject to the Acquiring Group's objective criteria, internal requirements and standards.

## **5. HDP PARTICIPATION**

- 5.1. The Merged Entity commits that at the expiry of 3 years post the Implementation Date, the Merged Entity shall ensure that at least between 27% and 30% of its franchised restaurants, will have at least a 25% shareholding by HDPs;
- 5.2. Without derogating from the Merged Entity's obligation in clause 5.1 above., to achieve the commitment set out in clause 5.1 above, the Merged Entity will, amongst others:
  - 5.2.1. prioritise new restaurant franchises that include HDP shareholders; and
  - 5.2.2. implementing the divestiture contemplated in clause 6 below.
- 5.3. Where a new franchised CDR format restaurant is opened with no HDP shareholding or is a non-franchised store, the Merged Entity commits that such new CDR format restaurant opened within 3 years of the Implementation Date, shall have at least the following HDP staff compliment –
  - 5.3.1. 1 HDP store / restaurant operator;
  - 5.3.2. 4 HDP shift managers; and
  - 5.3.3. at least 30 front of house and back of house staff (including the store operator and shift managers).

## **6. DIVESTITURE OF THE MAJORITY OF THE RESTAURANT BUSINESS**

- 6.1. Without derogating from the merged entity's obligation in clause 5.1 above, where commercially and strategically feasible to do so, the Merged Entity

commits to divest the majority of the Restaurant Business within 3 years of the Implementation Date.

- 6.2. Any divestiture of the Restaurant Business shall prioritise purchasers that have HDP shareholders.

## **7. MONITORING**

- 7.1. Within 10 (ten) Days of the Implementation Date, the Merged Entity shall circulate a non-confidential version of the Conditions to its employees and their employee representative(s). As proof of compliance herewith, the Merged Entity shall within 5 (five) Days of circulating the Conditions, submit to the Commission an affidavit by a senior official, attesting to such compliance.
- 7.2. Within 5 (five) days after the Implementation Date, the Merged Entity shall notify the Commission in writing of the Implementation Date.
- 7.3. The Merged Entity shall submit a compliance report annually for a period of 5 years outlining its compliance with Clause 2 - 6 above. The report shall be accompanied by an affidavit from a director of the Acquiring Group confirming the accuracy of the information contained in the report,
- 7.4. The Commission may request any additional information from the Merging Parties, which the Commission may, from time to time, deem necessary for purposes of monitoring the extent of compliance with these Conditions.

## **8. APPARENT BREACH**

- 8.1. Should the Commission receive any complaint in relation to non-compliance with the above Conditions, or otherwise determines that there has been an apparent breach by the Merging Parties of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Commission Rules read together with Rule 37 of the Tribunal Rules.

## **9. VARIATION**

- 9.1. The Merging Parties may at any time, on good cause shown, apply to the Commission for the Conditions to be lifted, revised, or amended. Should a dispute arise in relation to the variation of the Conditions, the Merging Parties

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

## **10. GENERAL**

10.1. All correspondence concerning the Conditions must be submitted to the following email address: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [ministry@thedtic.gov.za](mailto:ministry@thedtic.gov.za).

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298



**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****APEX CONSOLIDATION ENTITY LIMITED****AND****IP MANAGEMENT COMPANY (RF) PROPRIETARY LIMITED****CASE NUMBER: 2023DEC0006**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

1. On 05 December 2023, the Competition Commission (the "Commission") received a notice of an intermediate merger whereby, Apex Consolidation Entity Limited ("ACEL") intends to acquire 100% of the issued shareholding in IP Management Company (RF) Proprietary Limited ("IPMC"). Post implementation of the proposed transaction, ACEL will exercise sole control over IPMC.

**Parties**

2. The primary acquiring firm, ACEL, is a company incorporated in accordance with the laws of England and Wales. ACEL is wholly-owned by Apex Structured Intermediate Holdings Limited, a wholly-owned subsidiary of Apex Structured Holdings Limited, which in turn is wholly-owned by Apex Group Ltd. The ultimate parent of Apex Group Ltd is Genstar GP.
3. Apex Group Ltd controls numerous other firms in South Africa, including Apex Fund Services South Africa Limited ("Apex Fund Services SA") and Apex Group Fund Managers Proprietary Limited, amongst others. In South Africa, ACEL wholly controls Efficient Group Propriety Limited ("Efficient"), which in turn wholly owns Boutique Investment Partners Proprietary Limited and Boutique Collective Investments Ltd, amongst others.

4. ACEL, its subsidiaries and its controllers are collectively referred to as the “Apex Group”.
5. ACEL does not have any direct shareholding by historically disadvantaged persons (“HDPs”), whilst its subsidiary, Apex Fund Services SA is held 10% by HDPs.
6. The primary target firm, IPMC, is not controlled by any person or firm. The current shareholders in IPMC are MitonOptimal Holdings Proprietary Limited (21.4%), Brett Paton (8.09%), Flagship Asset Management Proprietary Limited (21.4%) and MiPlan Proprietary Limited (49%).
7. IPMC does not control any firm.
8. IPMC does not have any shareholding by HDPs.

#### **Activities**

9. Globally, the Apex Group is a financial services provider that provides a range of solutions to asset managers, private clients and family offices. In South Africa, the Apex Group has two lines of business, namely asset management and fund administration.
10. IPMC acts as a manager of Collective Investment Schemes (“CISs”). IPMC’s CISs administration includes offerings relating to co-branded portfolios and foreign-investment scheme representation. IPMC’s investment product offering includes various Rand denominated funds across various sectors as well as tax-free savings accounts and representation of foreign-denominated funds.

#### **Areas of overlap**

11. The Commission considered the activities of the merging parties and found that the proposed transaction results in a horizontal overlap in the market for the provision of asset management services in South Africa. Within this market, there are several other asset management firms that provide similar products/services as the merging parties. Given the presence of viable alternatives services providers, the Commission of the view that the proposed transaction is unlikely to significantly alter the structure of the market for the provision of asset management services.

12. In addition, the proposed transaction results in a vertical overlap as the Apex Group (through Apex Fund Services SA) provides fund administration services to IPMC. The Commission found that the proposed transaction is unlikely to raise foreclosure concerns.
13. The Commission is of the view that the proposed transaction is unlikely to substantially prevent or lessen competition in any market.

#### **Public interest**

14. In order to promote a greater spread of ownership, the merging parties have committed that ACEL will implement an HDP transaction which will result in an HDP shareholder(s) acquiring 5% of the issued shares in IPMC within 24 (twenty-four) months of the implementation of the proposed transaction.

#### **Conclusion**

15. The Commission approves the proposed transaction subject to conditions attached as **Annexure A.**

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**ANNEXURE A**  
**APEX CONSOLIDATION ENTITY LIMITED**  
**AND**  
**IP MANAGEMENT COMPANY (RF) PROPRIETARY LIMITED**  
**CASE NUMBER: 2023DEC0006**

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**1. DEFINITIONS**

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

- 1.1 “**ACEL**” means Apex Consolidation Entity Limited;
- 1.2 “**Approval Date**” means the date on which the Merger is approved by the Commission in terms of the Competition Act;
- 1.3 “**Commission**” means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;
- 1.4 “**Commission Rules**” means the Rules for the Conduct of Proceedings in the Commission;
- 1.5 “**Competition Act**” means the Competition Act, No. 89 of 1998, as amended;
- 1.6 “**Conditions**” means the conditions in this **Annexure A**;
- 1.7 “**Days**” means any day that is not a Saturday, Sunday or public holiday in South Africa;
- 1.8 “**HDPs**” means historically disadvantaged persons as contemplated in section 3(2) of the Competition Act;
- 1.9 “**HDP Transaction**” means ACEL’s commitment to sell not less than 5% of the issued share capital of IPMC on market-related terms to one or more HDP shareholders;
- 1.10 “**Implementation Date**” means the closing date on which the Merger is completed by the Merging Parties in terms of Clause 9 of the Sale and Purchase Agreement submitted as Annexure B to the Merger notification submitted to the Commission;
- 1.11 “**IPMC**” means IP Management Company (RF) Proprietary Limited;

- 1.12 **“Merger”** means the acquisition by ACEL of IPMC as notified to the Commission under Commission case number 2023DEC0006;
- 1.13 **“Merging Parties”** means collectively ACEL and IPMC;
- 1.14 **“South Africa”** means the Republic of South Africa;
- 1.15 **“Tribunal”** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act; and
- 1.16 **“Tribunal Rules”** mean the Rules for the Conduct of Proceedings in the Tribunal.

## **2. HDP TRANSACTION**

- 2.1 ACEL shall, within 24 (twenty-four) months of the Implementation Date, implement the HDP Transaction. ACEL shall, at its sole discretion, determine the identity of the HDP shareholder(s) that will participate in the HDP Transaction.

## **3. MONITORING**

- 3.1 The Merging Parties shall inform the Commission in writing of the Implementation Date within 5 (five) Days of its occurrence.
- 3.2 Prior to the implementation of the HDP Transaction, ACEL shall provide the Commission with details of the HDP Transaction in writing. These details will include, but not be limited to, the structure of the HDP Transaction, the terms of the HDP Transaction, the identities of the HDP shareholder(s) and evidence that these shareholder(s) are HDPs. Within 30 Days of receiving details of the HDP Transaction, the Commission will indicate to ACEL whether it approves the HDP Transaction. For the avoidance of doubt, the HDP Transaction may not be implemented without the Commission’s approval, which approval may not be unreasonably withheld.
- 3.3 The Merging Parties shall inform the Commission in writing of the Implementation Date of the HDP Transaction within 5 (five) Days of its occurrence.
- 3.4 The Commission may request additional information from the Merging Parties, which the Commission may reasonably deem necessary for the purposes of monitoring the extent of compliance with these Conditions.

## **4. VARIATION OF CONDITIONS**

- 4.1 The Merging Parties may at any time, and on good cause shown, apply to the Commission for the Conditions to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the Merging Parties’ application to the

Commission, the Merging Parties may apply to the Tribunal, on good cause shown, for appropriate relief.

**5. APPARENT BREACH**

- 5.1 Should the Commission receive any complaint in relation to non-compliance with the above Conditions, or otherwise determines that there has been an apparent breach by the Merging Parties of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Commission Rules read together with Rule 37 of the Tribunal Rules.

**6. GENERAL**

- 6.1 All correspondence concerning these Conditions must be submitted to the following email address: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [ministry@thedtic.gov.za](mailto:ministry@thedtic.gov.za).

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****ECHO EDGE PROPRIETARY LIMITED****AND****THE IMMOVABLE PROPERTY AND RENTAL ENTERPRISE KNOWN AS 'KIMBERLEY  
JUNCTION'****CASE NUMBER: 2023DEC0010**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

**Background on merging parties**

1. The primary acquiring firm is Echo Edge Proprietary Limited ("Echo Edge"), a company jointly controlled by two family-owned trusts. Echo Edge, its controllers and all firms controlled by them are collectively referred to as the "Acquiring Group". The Acquiring Group invests in commercial real estate in South Africa. Of relevance to the proposed transaction are the 2 (two) retail properties located in Kimberley, Northern Cape, called Kimberley Shoprite and Shoprite Centre, Kimberley.
2. The primary target firm is the immovable property and rental enterprise known as "Kimberley Junction" ("Target Property"). The Target Property is currently owned by Lodestone Investments Proprietary Limited. The Target Property is located at 30 – 34 Currey and York Streets, City Centre, Kimberley, Northern Cape and comprises a retail shopping centre with a gross lettable area of approximately 5 633 m<sup>2</sup>.
3. Echo Edge intends to purchase the Target Property from Lodestone as a going concern.

**Competition Analysis**

4. The proposed transaction results in a horizontal overlap in retail property in Kimberley. However, the Commission found that the properties of the Acquiring Group and the Target Property are not in the same market and as such do not constrain each other. The Target Property is classified as a neighbourhood centre. Shoprite Centre, Kimberley and Kimberley Shoprite are classified as CBD/Town centres which are mainly occupied by the Shoprite supermarket.

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

**Public interest analysis**

6. The Acquiring Group undertakes that it shall, within 12 months after the Implementation Date and for 60 months, procure 100% of the day-to-day cleaning services and security services required by the Target Property from HDPs, or HDP owned firms. The conditions to this effect are attached in **Annexure A** of this report.
7. The Commission approves the proposed transaction subject to the conditions attached as **Annexure A** hereto.



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**ANNEXURE A**  
**ECHO EDGE PROPRIETARY LIMITED**  
**AND**  
**THE IMMOVEABLE PROPERTY AND RENTAL ENTERPRISE KNOWN AS 'KIMBERLEY**  
**JUNCTION'**  
**CASE NUMBER: 2023DEC0010**

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**CONDITIONS**

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**1 DEFINITIONS**

- 1.1 The following expressions shall bear the meaning assigned to them below and cognate expressions bear a corresponding meaning:
- 1.1.1 "**Acquiring Firm**" means Echo Edge Proprietary Limited;
- 1.1.2 "**Approval Date**" means the date on which the Merger is approved by the Commission and as set out in the Commission's clearance certificate (Notice CC 15);
- 1.1.3 "**Commission**" means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;
- 1.1.4 "**Commission Rules**" means the Rules for the Conduct of Proceedings in the Commission;
- 1.1.5 "**Competition Act**" means the Competition Act 89 of 1998, as amended;
- 1.1.6 "**Conditions**" means these conditions, and "Condition" means, as the context requires, any one of them;
- 1.1.7 "**Days**" means any calendar day other than a Saturday, a Sunday or an official public holiday in South Africa;
- 1.1.8 "**HDPs**" means a Historically Disadvantaged Person(s) as contemplated contemplated by the Competition Act No. 89 of 1998 (as amended);
- 1.1.9 "**HDP-owned**" means owned as to, at least, 50% plus 1 share by HDP(s);
- 1.1.10 "**Implementation Date**" means the date, occurring after the Approval Date, on

which the Merger is implemented;

- 1.1.11 **"Kimberley Junction"** means the retail shopping centre located at 30 - 34 Currey and York Streets, City Centre, Kimberley, Northern Cape province, South Africa;
- 1.1.12 **"Merged Entity"** means the Target Property subject to control of the Acquiring Firm following the Implementation Date;
- 1.1.13 **"Merger"** means the acquisition by the Acquiring Firm of the immovable property and the letting enterprise known as the Kimberley Junction as a going concern;
- 1.1.14 **"Reporting Period"** means a period of 60 months after the Implementation Date, or until such time as the Acquiring Firm is no longer the owner of the Target Property, whichever is shorter;
- 1.1.15 **"South Africa"** means the Republic of South Africa; and
- 1.1.16 **"Target Property"** means Kimberley Junction.

## 2 **PROCUREMENT CONDITION**

- 2.1 The Acquiring Firm undertakes that it shall, within 12 months after the Implementation Date and for the Reporting Period, contract HDPs, or HDP owned firms to provide all of the day-to-day cleaning services and security services required by the Target Property.
- 2.2 Compliance with the condition in 2.1 will be measured on an annual basis upon the anniversary of the Implementation Date, for the duration of the Reporting Period.

## 3 **MONITORING OF COMPLIANCE**

- 3.1 The Merged Entity shall inform the Commission in writing of the Implementation Date within 5 (five) Days of it becoming effective.
- 3.2 The Merged Entity shall, within 30 (thirty) Days of each anniversary of the Implementation Date and for a period of 5 years (five years), provide to the Commission a report detailing its compliance with the Condition. This report shall be accompanied by an affidavit attested to by a senior official of the Merged Entity, confirming the accuracy of the report.
- 3.3 The Commission may request additional information from the Merged Entity, which the Commission may reasonably deem necessary for the purposes of monitoring the extent of compliance with the Condition.

- 3.4 Any person, including any employee (and any employees of the Acquiring Firm), who believes that the Merged Entity has not complied with or has acted in breach of the Conditions may approach the Commission.

#### 4 **APPARENT BREACH**

- 4.1 Should the Commission receive any complaint in relation to non-compliance with the above Conditions, or otherwise determines that there has been an apparent breach by the Merging Parties of these Conditions, the breach shall be dealt with in terms of Rule 37 of the Tribunal Rules read together with Rule 39 of the Commission Rules.

#### 5 **VARIATION**

- 5.1 The Merger Parties and/or the Commission may at any time, and on good cause shown, apply to the Commission for any of the Conditions to be waived, amended or relaxed. Should a dispute arise in relation to the variation of the Conditions, the Merger Parties may apply to the Tribunal, on good cause shown, for the Conditions to be lifted, revised, or amended.

#### 6 **GENERAL**

- 6.1 All correspondence in relation to the Conditions must be submitted to the following e-mail addresses: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [ministry@thedtic.gov.za](mailto:ministry@thedtic.gov.za).

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****4U PROPRIETARY LIMITED****AND****HICELL HOLDINGS PROPRIETARY LIMITED****CASE NUMBER: 2023DEC0024**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

**Introduction to the merging parties**

1. The primary acquiring firm is 4U Proprietary Limited ("4U"), a South African firm. The shareholders of 4U are Chatz & 4U Holdings Proprietary Limited and C Square Private Equity Fund.
2. 4U mainly sells and distributes cellular handsets and accessories, as well as prepaid starter packs, cellular airtime contracts, vouchers, prepaid airtime and mobile data directly to customers as an independent service provider in various 'Vodacom 4U' franchise arrangements and/or 'Chatz Connect' dealership arrangements.
3. The primary target firm is Hicell Holdings Proprietary Limited ("Hicell Holdings"), a South African firm. The shareholdings of Hicell Holdings are Kofam Proprietary Limited ("Kofam") (55%), Benoba Trust (25%), and Ayanda Investments Proprietary Limited ("Ayanda Investments") (20%).
4. Hicell Holdings controls HiCell V-Shops Proprietary Limited ("HiCell V-Shops") (100%) and Ayanda Cellular Proprietary Limited ("Ayanda") as to 60% (the remaining 40% is held by Ayanda Investments). Mbau Cellular Proprietary Limited ("Mbau") is wholly owned by Ayanda Investments. RVR Cellular Proprietary Limited ("RVR") is controlled by Kofam as to 60% (the remaining 40% is held by MJ Kotzé. Universal Pulse Trading 213 Proprietary Limited ("Universal") is controlled by Kofam as to 60% and Benoba Trust as to 25%. HiCell Holdings, HiCell V-Shops, Ayanda, Mbau, RVR and Universal are herein collectively referred to as the "Target Firms" and singularly as "Target Firm".

5. The Target Firms also sell and distribute cellular handsets and accessories, as well as prepaid starter packs, cellular airtime contracts, vouchers, airtime and mobile data directly to customers as an independent service provider and in terms of various 'Vodacom 4U' franchise arrangements and/or 'Chatz Connect' dealership arrangements.

### **Competition analysis**

6. In the national market of cellular and mobile products and services market, the Competition Commission ("Commission") found that the merging parties will have a market share that is less than 2%. The Commission is of the view that the merging parties have a relatively small market share. In addition, the merging parties will continue to be face competition from other rivals such MTN South Africa, Cell C South Africa, PEP Cell and Telkom South Africa retail stores.
7. The Commission also considered local market overlaps in cities where the merging parties' stores overlap, being, Pretoria, Rustenburg, and Potchefstroom. The Commission considered the numbers stores of the merging parties and their competitors have in these areas. In these local markets, the Commission found that the merging parties will continue to face competition from other rivals such MTN South Africa, Cell C South Africa, PEP Cell and Telkom South Africa
8. The Commission is of the view that the proposed transaction is unlikely to substantially prevent or lessen competition in any market in South Africa.

### **Public interest**

9. The Commission is of the view that the proposed transaction is unlikely to have a negative effect on employment.
10. To promote the public interest, the parties have agreed that post-merger, in the event that any of the Target Firms' stores are sold, at least 50% of such stores will be on-sold to HDP's within 36 (thirty-six) months.
11. The proposed transaction does not raise any other public interest concerns.

### **Conclusion**

12. The proposed transaction is unlikely to substantially prevent or lessen competition in any market.
13. The transaction is approved with the public interest conditions attached in **Annexure A**.

**ANNEXURE A**  
**4U PROPRIETARY LIMITED**  
**AND**  
**HICELL HOLDINGS PROPRIETARY LIMITED**  
**CASE NUMBER: 2023DEC0024**

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**CONDITIONS**

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**1. DEFINITIONS**

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

- 1.1 **“Acquiring Firm”** means 4U Proprietary Limited;
- 1.2 **“Act”** means the Competition Act No. 89 of 1998, as amended;
- 1.3 **“Approval Date”** means the date on which the Merger is approved by the Commission and as set out in the Commission’s clearance certificate (Notice CC 15);
- 1.4 **“Commission”** means the Competition Commission of South Africa;
- 1.5 **“Conditions”** means the merger conditions included in this Annexure A;
- 1.6 **“Days”** means any day that is not a Saturday, Sunday, or public holiday in South Africa;
- 1.7 **“HDPs”** means historically disadvantaged persons as contemplated in section 3(2) of the Act;
- 1.8 **“Implementation Date”** means the date, occurring after the last condition precedent to the Merger is fulfilled or waived, as the case may be, on which the Merger is implemented in accordance with its terms;
- 1.9 **“Merger”** means the proposed acquisition of the Target Firm by the Acquiring Firm as notified to the Commission under Case No. 2023DEC0024;
- 1.10 **“Merging Parties”** means the Acquiring Firm and the Target Firm;
- 1.11 **“South Africa”** means the Republic of South Africa;
- 1.12 **“Stores”** means the 21 'Vodacom 4U' and/or 'Chatz Connect' franchisees / dealerships owned by the Target Firm;

1.13 “**Target Firm**” means Hicell Holdings Proprietary Limited; and

1.14 “**Tribunal**” means the Competition Tribunal of South Africa;

## **2. HDP OWNERSHIP**

2.1. In the event that the Acquiring Firm sells the Stores, within 36-months (thirty-six) of the Implementation Date, the Acquiring Firm shall sell no less than 50% of the Stores to businesses controlled by HDPs or individuals that are HDP's as contemplated in Act.

## **3. MONITORING**

3.1. Within 5 (five) days after the Implementation Date, the Merging Parties shall notify the Commission in writing of the Implementation Date.

3.2. By no later than 36-months (thirty-six) months of the Implementation Date, the Merging Parties shall submit a compliance report to the Commission confirming that the HDP transactions referred to in Clause 2.1 above has been implemented:

3.3. Prior to the sale of the Stores, the Acquiring Firm will provide the Commission with details of each of the sales in writing. These details shall set out:

3.3.1. the structure of the sale;

3.3.2. the identities of the HDP shareholder/s;

3.3.3. evidence that the prospective participants to the sale are HDPs; and

3.3.4. confirmation of whether the sale of the Stores constitutes a merger for the purposes of the Act.

3.4. For the avoidance of doubt, the sale of the Stores may not be implemented without the Commission's written approval, which, if details are in compliance with the conditions in clause 3.2 and 3.3 will be approved by the Commission within 30 Days of written notification, or such other period as may be agreed in writing.

3.5. The Commission may not withhold its approval unless it is clear that the Acquiring Firm will not be able to comply with the condition as stipulated in 2.1 above.

3.6. The Merging Parties shall submit a report on each anniversary of the Implementation Date, setting out its compliance with Clause 2 of the Conditions. This report shall be accompanied by an affidavit, attested to by a director of the Acquiring Firm, confirming the accuracy of the report.

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

**4. APPARENT BREACH**

- 4.1. Should the Commission receive any complaint in relation to non-compliance with the above Conditions, or otherwise determines that there has been an apparent breach by the Merging Parties of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Commission Rules.

**5. VARIATION**

- 5.1. The Merging Parties may at any time, on good cause shown, apply to the Commission for the Conditions to be lifted, revised, or amended. Should a dispute arise in relation to the variation of the Conditions, the Merging Parties shall apply to the Tribunal, on good cause shown, for the Conditions to be lifted, revised, or amended.

**6. GENERAL**

- 6.1. All correspondence in relation to the Conditions must be submitted to the following e-mail addresses: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [minstry@thedtic.gov.za](mailto:minstry@thedtic.gov.za)

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298



**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****POSEIDON PROPERTY INVESTMENTS (PTY) LTD  
AND  
SILVER LAKES CROSSING SHOPPING CENTRE (PTY) LTD****CASE NUMBER: 2023DEC0047**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

**Background**

1. On 19 December 2023, the Competition Commission ("Commission") received notice of an intermediate merger whereby Poseidon Property Investments (Pty) Ltd ("Poseidon") intends to acquire 100% of the shares in Silver Lakes Crossing Shopping Centre (Pty) Ltd ("Silver Lakes"). Upon implementation of the proposed transaction, Poseidon will exercise sole control over Silver Lakes.
2. The primary acquiring firm is Poseidon, a private company duly incorporated in terms of the laws of South Africa. Poseidon is a wholly owned subsidiary of the **[CONFIDENTIAL]**. Poseidon does not control any firms. The **[CONFIDENTIAL]** directly and indirectly control numerous firms. Poseidon and all the firms directly and indirectly controlling it are collectively referred to as the "Acquiring Group".
3. Neither Poseidon nor its controllers have any shareholding by historically disadvantaged persons ("HDPs") as contemplated in the Competition Act No.89 of 1998, as amended (the "Act").
4. The Acquiring Group operates as a real estate company specialising in shopping centre leasing, management, sales, and retail tenant representation and has shopping centres located in the Gauteng and Western Cape Provinces. Furthermore, the Acquiring Group owns office properties.
5. The primary target firm is Silver Lakes, a private company duly incorporated in terms of the laws of South Africa. The shares in Silver Lakes are held by **[CONFIDENTIAL]**. Silver Lakes does not control any other firms.

6. Silver Lakes does not have any HDP shareholders.
7. Silver Lakes owns a convenience retail shopping centre in the East of Pretoria, namely, the Silver Oaks Crossing Shopping Centre ("Silver Oaks or Target Property") situated at the Cnr of Von Backstrom Boulevard & Solomon Mahlangu Drive, Willow Acres, Pretoria. Silver Oaks comprises of office and retail spaces, two motor dealerships, and a fast-food drive-through on a stand-alone plot all forming part of one rental enterprise. Silver Lakes also owns a few vacant stands which are adjacent to the Silver Oaks shopping centre.
8. Of relevance to the proposed transaction are the merging parties' interests in retail shopping centres and B-grade offices.

#### **Competition Assessment**

9. The Commission found that the proposed transaction is unlikely to result in any substantial prevention or lessening of competition in the markets for the provision of rentable retail space in community centres and the provision of rentable grade-B office space.

#### **Public Interest considerations**

10. The proposed transaction will not negatively impact any public interest considerations as envisaged in section 12A3(a) – (e) of the Act.
11. In addition, the Acquiring Group has committed to procuring cleaning and security services from HDP-owned firms for a period of 36 months upon implementation of the proposed transaction. Thus, this commitment has been attached hereto as **Annexure A**.
12. The Commission therefore conditionally approves the proposed transaction.

**ANNEXURE A**  
**POSEIDON PROPERTY INVESTMENTS**  
**PROPRIETARY LIMITED**  
**AND**  
**SILVER LAKES CROSSING SHOPPING CENTRE (PTY) LTD**  
**CASE NUMBER: 2023DEC0047**

**1 DEFINITIONS**

- 1.1 The following expressions shall bear the meaning assigned to them below and cognate expressions bear a corresponding meaning -
- 1.1.1 **"Acquiring Firm"** means Poseidon Property Investments Proprietary Limited;
- 1.1.2 **"Approval Date"** means the date on which the Merger is approved by the Commission and as set out in the Commission's clearance certificate (Notice CC 15);
- 1.1.3 **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;
- 1.1.4 **"Commission Rules"** means the Rules for the Conduct of Proceedings in the Commission;
- 1.1.5 **"Competition Act"** means the Competition Act, No. 89 of 1998, as amended;
- 1.1.6 **"Conditions"** collectively the conditions referred to in this document;
- 1.1.7 **"Days"** means business days other than a Saturday, a Sunday or an official public holiday in South Africa;
- 1.1.8 **"HDPs"** means a Historically Disadvantaged Person/s as defined in section 3(2) of the Competition Act;
- 1.1.9 **"Implementation Date"** means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
- 1.1.10 **"Merged Entity"** means the Target Firm subject to control of the Acquiring Firm following the Implementation Date;
- 1.1.11 **"Merging Parties"** means collectively the Acquiring Firm and the Target Firm;

- 1.1.12 **“Merger”** means the acquisition by the Acquiring Firm of 100% of the entire issued share capital of the Target Firm;
- 1.1.13 **“South Africa”** means the Republic of South Africa;
- 1.1.14 **“Target Firm”** means Silver Lakes Crossing Shopping Centre Proprietary Limited;
- 1.1.15 **“Target Property”** means the Silver Oaks Crossing Shopping Centre in Willow Acres, Pretoria;
- 1.1.16 **“Tribunal”** means the Competition Tribunal of South Africa.

## 2 **CONDITION**

### 2.1 **HDP PROCUREMENT**

- 2.1.1 The Acquiring Firm will use HDP owned or controlled suppliers for a period of 36 months from the Implementation Date to provide cleaning and security services at the Target Property.

## 3 **MONITORING OF COMPLIANCE WITH THE CONDITION**

- 3.1 The Merged Entity shall inform the Commission in writing of the Implementation Date within 5 (five) Days of it becoming effective.
- 3.2 The Merged Entity shall, annually on the anniversary of the Implementation Date, provide the Commission with a report identifying the HDP suppliers appointed at the Target Property to provide cleaning and security services, and their respective performance.
- 3.3 The report referred to in clause 3.2 above, shall be accompanied by an affidavit attested to by a senior official of the Acquiring Firm attesting to the accuracy of the annual report and full compliance of the Conditions in the 12-month period to which the report relates.
- 3.4 The Commission may request any additional information from the Merging Parties, which the Commission from time to time may deem necessary for purposes of monitoring the extent of compliance with these Conditions.

## 4 **APPARENT BREACH**

- 4.1 Should the Commission receive any complaint in relation to non-compliance with the above Conditions, or otherwise determine that there has been an apparent breach of the Conditions, the breach shall be dealt with in terms of Rule 37 of the Rule for the Conduct of Proceedings in the Tribunal read together with Rule 39 of the Rules for the Conduct of Proceedings in the Commission.

**5 VARIATION**

- 5.1 The Merged Entity may at any time, and on good cause shown, apply to the Commission for any of the Conditions to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the Merged Entity's application to the Commission, the Merged Entity may apply to the Tribunal for appropriate relief.

**6 GENERAL**

- 6.1 All correspondence in relation to these Conditions must be submitted to the following e-mail address: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [Ministry@thedtic.gov.za](mailto:Ministry@thedtic.gov.za).

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****ALFECO HOLDINGS (PTY) LTD  
AND  
PRO ROOF INDUSTRIAL PARK (PTY) LTD****CASE NUMBER: 2023OCT0061**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

**Background**

1. On 26 October 2023, the Competition Commission ("the Commission") received notice of an intermediate merger whereby Alfeco Holdings (Pty) Ltd ("Alfeco") intends to acquire 100% of the entire issued share capital of Pro Roof Industrial Park (Pty) Ltd ("Pro Roof").

**Parties and their Activities**

2. The primary acquiring firm is Alfeco. Alfeco is owned and controlled by the Ahuja Family Trust (70%) and Mr Sachin (30%). Alfeco owns 78.53% of Veer Steel Mills (Pty) Ltd ("Veer Steel Mills").
3. The Commission notes that 70% of the shares in Alfeco are held by historically disadvantaged persons ("HDPs"), with black women holding 35% of the shares.
4. The primary target firm is Pro Roof. Pro Roof is wholly owned and controlled by Coin Wise Trading 42 (Pty) Ltd ("Coin Wise"). Pro Roof wholly owns and controls SA Steel Mills (Pty) Ltd ("SA Steel Mills").
5. 100% of the shares in Pro Roof are held by HDPs, with black women holding 38.08% of the shares.

6. Alfeco is active in the manufacture and sale of steel, aluminium, copper, copper alloys and other related products. Alfeco also operates in the energy sector.
7. Veer Steel Mills, a subsidiary of Alfeco is a manufacturer and supplier of long steel products. It manufactures a variety of light section steel products, designed in accordance with customer specifications to satisfy various small construction and fabrication needs. Products range from light bars, ultra-light angles, light channels to window sections. Veer Steel Mills also manufactures ultra-light and light long steel products as well as converting scrap metal into numerous types of steel sections.
8. Pro Roof is an investment holding company which owns SA Steel Mills. SA Steel Mills is a manufacturer and supplier of long steel products, that are sold to the structural and construction sectors. The product range comprises heavy sections, angle iron, channels, structural beams and columns, IPE sections, reinforcing rebars, billets, and blooms.

#### **Competition Assessment**

9. The Commission found that there is a horizontal overlap between the merger parties' regards long steel products. However, the Commission found that the merged entity will not have substantial market shares and consequently, the merger is unlikely to result in a substantial lessening and prevention of competition in any relevant market.

#### **Public interest**

10. To advance the public interest the merging parties agreed to establish an ESOP, as set out in the conditions attached as **Annexure A** hereto.
11. The proposed transaction does not raise any other public interest concerns.

#### **Conclusion**

12. The Commission approves the proposed transaction subjected to the attached conditions.

#### **ANNEXURE A**

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**CONDITIONS**

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**ALFECO HOLDINGS (PTY) LTD****AND****PRO ROOF (PTY) LTD****CASE NUMBER: 2023OCT0061**

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**1. DEFINITIONS**

The following expressions shall bear the meaning assigned to them hereunder, and cognate expressions shall have corresponding meanings, namely:

- 1.1. **"Acquired Firm"** means SA Steel Mills (Pty) Ltd, registration number 2006/001351/07, a limited liability private company duly incorporated in South Africa, and the wholly owned subsidiary of the Target Firm;
- 1.2. **"Acquiring Firm"** means Alfeco Holdings (Pty) Ltd;
- 1.3. **"Approval Date"** means the date the Commission issues a Clearance Certificate;
- 1.4. **"Commission"** means the Competition Commission of South Africa;
- 1.5. **"Commission Rules"** means the Rules for the Conduct of Proceedings in the Competition Commission;
- 1.6. **"Competition Act"** means the Competition Act No 89 of 1998, as amended;
- 1.7. **"Conditions"** means these conditions;
- 1.8. **"Day"** means any business day, being any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
- 1.9. **"ESOP"** means an employee share ownership program to be implemented within the ESOP Establishment Period, which will hold a shareholding of 10% in the Acquired Firm;
- 1.10. **"ESOP Establishment Period"** means 36 months from the Implementation Date;
- 1.11. **"HDPs"** means historically disadvantaged persons, as contemplated in section 3(2) of the Act;



- 1.12. **“Implementation Date”** means the date, occurring after the Approval Date, on which the Merger is implemented by the Merged Entity;
- 1.13. **“Merger”** means the acquisition of sole control over the Target Firm by the Acquiring Firm;
- 1.14. **“Merged Entity”** means collectively the Acquiring Firm and the Target Firm;
- 1.15. **“Target Firm”** means Pro Roof (Pty) Ltd;
- 1.16. **“SA Steel Mills”** means SA Steel Mills (Pty) Ltd which is wholly owned by the Target Firm in South Africa;
- 1.17. **“Tribunal”** means the Competition Tribunal of South Africa;
- 1.18. **“Tribunal Rules”** means the Rules for the Conduct of Proceedings in the Tribunal.
- 1.19. **“Qualifying Workers”** means all Workers employed at the Acquired Firm; and
- 1.20. **“Workers”** means an employee as defined in the Labour Relations Act 66 of 1995 (as amended) and, in the context of ownership, refers to ownership by a broad base of Workers.

## 2. ESTABLISHMENT OF AN ESOP

- 2.1. The Acquired Firm shall, during the ESOP Establishment Period, establish the ESOP for the benefit of the Qualifying Workers.
- 2.2. The ESOP will hold 10% of the issued shares in the Acquired Firm. The ESOP shall be in accordance with the design principles attached hereto as **Annexure B**.

## 3. MONITORING

- 3.1. The Merged Entity shall inform the Commission in writing of the Implementation Date of the Merger within 5 (five) Days of its occurrence.
- 3.2. The Merged Entity shall submit an affidavit to the Commission within 1 (one) month after each anniversary of the Implementation Date attesting to its compliance with undertakings set out in clause 2 above.

- 3.3. The Commission may request such additional information from the Merged Entity which the Commission from time to time regards as necessary for the monitoring of compliance with these Conditions.

**4. APPARENT BREACH**

- 4.1. Should the Commission receive any complaint in relation to non-compliance with the above Conditions, or otherwise determines that there has been an apparent breach by the Merging Parties of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Commission Rules.

**5. VARIATION**

- 5.1. TThe Merging Parties may at any time, on good cause shown, apply to the Commission for the Conditions to be lifted, revised, or amended. Should a dispute arise in relation to the variation of the Conditions, the Merging Parties shall apply to the Tribunal, on good cause shown, for the Conditions to be lifted, revised, or amended.

**6. GENERAL**

- 6.1. All correspondences in relation to the Conditions must be submitted to the following email address: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [ministry@thedtic.gov.za](mailto:ministry@thedtic.gov.za)

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

## ANNEXURE B

<b>Design Principle</b>	<b>Applicable Criteria</b>
<b>Structure</b>	<ul style="list-style-type: none"> <li>○ Will be a unitised structure whereby a trust will be established, and Qualifying Workers will receive units.</li> </ul>
<b>Cost to Workers and participating HDPs</b>	<ul style="list-style-type: none"> <li>○ No cost to workers: Workers must not be required to pay to participate in the ESOP.</li> <li>○ The ESOP may be funded through national vendor funding. The notional vendor funding will provide for a fixed trickle dividend in terms of which at least 35% of declared dividends will be paid to the beneficiaries with the remaining 65% used to service the vendor financed loan until such time as it is extinguished.</li> <li>○ Once the loan has been extinguished, 100% of the declared dividends due will be distributed to the beneficiaries.</li> <li>○ The Merging Parties must make provision and cover the reasonable costs for independent legal and financial experts to act on behalf of workers in ESOP establishment negotiations (the "Provision"). For the avoidance of doubt, the Provision shall be at no cost to workers and must not impact any dividend flows due to workers.</li> <li>○ Any disputes between the Merging Parties and any independent legal and financial experts as regards the reasonableness of fees / costs must be resolved by arbitration or any other mutually agreed dispute resolution mechanism.</li> </ul>
<b>Governance</b>	<ul style="list-style-type: none"> <li>○ Workers will be represented on the board of trustees of the ESOP.</li> </ul>
<b>Duration</b>	<ul style="list-style-type: none"> <li>○ Perpetual / Evergreen.</li> </ul>
<b>Participants</b>	<ul style="list-style-type: none"> <li>○ All Workers with minimum requirement of 2 years tenure although no qualifying criteria is preferred or more experience at the Acquiring Group or Target Business.</li> </ul>
<b>Participation Benefits</b>	<ul style="list-style-type: none"> <li>○ All Qualifying Workers will be entitled to dividends.</li> <li>○ Beneficiaries (i.e. Qualifying Workers) will cease to participate for bad leaver events: resignations and dismissals.</li> </ul>

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****MACK AND SCHULE AG  
AND  
MERIDIAN HOLDINGS PROPRIETARY LIMITED****CASE NUMBER: 2023OCT0063**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

1. On 22 October 2023, the Competition Commission ("Commission") received notice of an intermediate merger whereby, Mack and Schule AG ("Mack and Schule") intends to acquire a **[CONFIDENTIAL]** shareholding in Meridian Holdings Proprietary Limited ("Meridian Holdings"). Upon the implementation of the proposed transaction, Mack and Schule will have joint control over Meridian Holdings as envisaged in section 12(2)(g) of the Competition Act, together with other shareholders.
2. As part of the proposed transaction, Mack and Schule will transfer its in will transfer its **[CONFIDENTIAL]** non-controlling minority shareholding in Craft Liquor Merchants Proprietary Limited ("CLM") into Meridian Holdings. This is because the acquisition of share in Meridian Holding by Mack and Schule is an asset for share transaction. Post-merger CLM will be controlled by Meridian Holdings, whose controlling shareholding in CLM will increase from 44.8%, to approximately 70%. The Commission considers that the merger constitutes an indivisible transaction.
3. The primary acquiring firm is Mack and Schule, a company incorporated in accordance with the laws of Germany. Mack and Schule is controlled by **[CONFIDENTIAL]**. The merging parties submit that Mack and Schule does not have any shareholding held by historically disadvantaged persons ("HDPs") or workers.

4. Mack and Schuhle is only active in South Africa through its **[CONFIDENTIAL]** minority non-controlling shareholding in CLM. CLM is involved in the marketing and wholesaling of alcoholic beverages including sparkling wine.
5. The primary target firm is Meridian Holdings, a company incorporated in accordance with the laws of South Africa. Meridian has various subsidiaries in South Africa. For purposes of the proposed transaction, Meridian and all its subsidiaries shall be referred to as the "Target Group".
6. The merging parties submit that the Meridian Holdings does not have shareholdings held by HDPs. However, the following subsidiaries of Meridian Holdings have shareholding held by HDPs, namely: Born Free Investments<sup>281</sup> (Pty) Ltd (**[CONFIDENTIAL]**); and Managed People Solutions Proprietary Limited (**[CONFIDENTIAL]**).
7. The Target Group is active in the marketing and wholesaling of wine in South Africa. It also provides marketing, logistics, supply chain and debtor collection services. Whereas Meridian Wine Services provides IT, accounting, and administrative management services. Whilst Managed People Solutions provides Human Resources, Recruitment, and merchandising services.
8. The Commission considered the activities of Mack and Schuhle and Meridian Holdings and found that there is no overlap between their activities as Mack and Shule does not have any controlling interest in any firm that is active in South Africa. The Commission also considered the activities of CLM and Meridian Holdings since post- CLM will be controlled by Meridian Holdings and found that their activities overlap in respect of the marketing and wholesale of sparkling wine in South Africa.
9. The Commission found that the merged entity would have an estimated combined market share of **[CONFIDENTIAL]** in the national market for the marketing and wholesale of sparkling wine in South Africa. These market shares are based on the units of sparkling wine sold.
10. With respect to vertical relationship, the Commission notes that the services procured Mack and Schuhle from Meridian Holdings are widely available from numerous service providers in South Africa. The Commission concluded that the above vertical relationship is unlikely to raise any competition concerns and therefore the Commission did not assess the above further.

11. Taken as a whole, the proposed merger is unlikely to substantially prevent or lessen competition in any market.
12. The Commission found that the transaction will not have a negative effect on employment.
13. The Commission found that the proposed transaction does not promote greater spread of ownership, in particular to increase the levels of ownership by HDPs and workers in firms in the market. In this regard, the merging parties agreed to engage with the Meridian Foundation regarding an alternative form of ownership within Meridian Holdings within 12 months of the approval date. The merging parties have also tendered other public interest remedies to promote the expansion of HDP firms to enter into international markets in Africa, Germany, and United States of America.
14. Taken as a whole the Commission is of the view that the transaction is justifiable on substantial public interest grounds.
15. The Commission therefore approves the proposed merger subject to the conditions contained in **Annexure A**.

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**ANNEXURE A****MACK AND SCHUHLE AG  
AND  
MERIDIAN HOLDINGS PROPRIETARY LIMITED  
CASE NUMBER: 2023OCT0063**

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**CONDITIONS**

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**1 DEFINITIONS**

- 1.1 The following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings, namely:
- 1.1.1 **"Act"** means the Competition Act No. 89 of 1998 (as amended);
- 1.1.2 **"Acquiring Firm"** means Mack and Schuhle AG, referred to as "Mack and Schuhle";
- 1.1.3 **"Approval Date"** means the date referred to in the Commission's merger clearance certificate (Form CC 15);
- 1.1.4 **"Commission"** means the Competition Commission of South Africa;
- 1.1.5 **"Commission Rules"** means the Rules for the Conduct of Proceedings in the Competition Commission;
- 1.1.6 **"Conditions"** means these conditions;
- 1.1.7 **"Days"** mean business days in South Africa;
- 1.1.8 **"HDPs"** mean historically disadvantaged persons, as contemplated in section 3(2) of the Act;
- 1.1.9 **"HDP Transaction"** means the option to be given by the Target Group to the Meridian Foundation to exchange at value its shares held in subsidiaries within the Target Group for issued share capital in Meridian Holdings within 12 (twelve) months from Approval Date;
- 1.1.10 **"Implementation Date"** means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;

- 1.1.11 **"Managed People Solutions"** means Managed People Solutions Proprietary Limited;
- 1.1.12 **"Mack and Schuhle"** means Mack and Schuhle AG;
- 1.1.13 **"Merger"** means the acquisition of joint control of the Target Group by the Acquiring Firm, which constitutes an intermediate merger;
- 1.1.14 **"Merging Parties"** means Mack and Schuhle and Meridian Holdings;
- 1.1.15 **"Meridian Foundation"** means Meridian Foundation NPC, a non-profit company with HDP students as its beneficiaries.
- 1.1.16 **"Meridian Holdings"** means Meridian Holdings Proprietary Limited;
- 1.1.17 **"Proposed Transaction"** means the acquisition of a [CONFIDENTIAL] shareholding in Meridian Holdings by Mack and Schuhle;
- 1.1.18 **"Target Group"** means Meridian Holdings Proprietary Limited which will be referred to as "Meridian Holdings" and its subsidiaries; and
- 1.1.19 **"Tribunal"** means the Competition Tribunal of South Africa.

## 2 CONDITIONS FOR THE APPROVAL OF THE MERGER

**The ability of small and medium businesses or firms controlled or owned by historically disadvantaged persons to effectively enter into, participate in or expand within the market**

- 2.1 Within 12 months of the Approval Date, the Target Group shall identify at least two HDP controlled firms that are active in the alcohol beverage industry. The Target Group will enter into a distribution and marketing agreement with each of the identified HDP firms in terms of which, amongst others, the Target Group will market and distribute each HDP firms' alcoholic beverages in South African and international markets.
- 2.2 The Target Group commits to providing the distribution services contemplated in clause 2.1 at no cost to the identified HDP firms for the first three years of being contracted by the Target Group.

### HDP ownership



**In order to further promote HDP ownership within the Target Group, the Merging Parties upon approval of the Merger, commit to:**

- 2.3 immediately write-off the **[CONFIDENTIAL]** loan provided to the Meridian Foundation with effect from the Implementation Date.
- 2.4 within a period of 12 (twelve) months from Approval Date, engage with the Meridian Foundation regarding the HDP Transaction.
- 2.5 Should the Meridian Foundation elect to exercise its option and enter into the HDP Transaction, the Target Group shall within a period of 12 (twelve) months from the Approval Date of the Proposed Transaction implement the HDP Transaction.
- 2.6 The Target Group shall prior to implementing the HDP Transaction, inform the Commission of the percentage shareholding that will be issued to the Meridian Foundation in Meridian Holdings as a result of the HDP Transaction.

**3 MONITORING COMPLIANCE WITH THE CONDITIONS**

- 3.1 The merging parties shall inform the Commission in writing of the Implementation Date within 5 (five) Days of it becoming effective.
- 3.2 Within 30 days of the Approval Date of the transaction, the Target Group must provide the Commission with written confirmation that the Target Group wrote-off the **[CONFIDENTIAL]** loan provided to the Meridian Foundation.
- 3.3 Should the Meridian Foundation elect to exercise the option as per the HDP Transaction, then the Target Group must provide the Commission with the details pertaining to the HDP Transaction prior to entering into the HDP Transaction. This information will include the percentage of shareholding that would be exchanged, the shareholder agreements and other documents setting out the rights and shareholding rights of the Meridian Foundation.
- 3.4 Should the Meridian Foundation elect not to exercise its option and not pursue the HDP Transaction, the Commission should be informed immediately of such election and the reasons for the decision by the Meridian Foundation.

- 3.5 The Target Group shall within 5 (five) days of concluding an agreement with a HDP firm as envisaged in paragraph 2.1, provide the Commission with the names and details of the HDP firm, together with the confirmation that the entity is owned/controlled by HDPs. These details shall include, but not be limited to, the identities of prospective HDPs, evidence that prospective participants are HDPs and the draft marketing and distribution agreements that would be entered into between the parties.
- 3.6 The Target Group shall submit a report on each anniversary of the Approval Date for the duration of the Conditions (as applicable), setting out its compliance with the Conditions set out in clauses 2.1 to 2.4 above. This report shall be accompanied by an affidavit, attested to by a director of the Target Group, confirming the accuracy of the report. Such report shall include, amongst others:
- 3.6.1 Details of the agreement entered into between the HDP firms and the Target Group;
  - 3.6.2 Details of the distribution and marketing support provided by the Target Group to the HDP firms;
  - 3.6.3 Compliance with the requirements and commitments set out in clause 2.1 to 4;
  - 3.6.4 Proof that the HDP firms products have/are being marketed to the Target Group's customers;
  - 3.6.5 The total volume(s) of beverages sold of the HDP firms annually that were marketed by the Target Group in both the local and international markets;
  - 3.6.6 The total volume(s) of the beverages sold by the merging parties in local and international markets annually for three years;
  - 3.6.7 Proof that the Target Group has assisted the HDP / SMME firms with expanding into international and national markets;

#### **4 APPARENT BREACH**

- 4.1 Should the Commission receive any complaint in relation to non-compliance with the above Conditions, or otherwise determine that there has been an apparent breach by the Merging Parties of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Commission Rules.

#### **5 VARIATION OF THE CONDITION**

- 5.1 The Merging Parties may at any time, on good cause shown, apply to the Commission for the Conditions to be lifted, revised, or amended. Should a dispute arise in relation to the variation of the Conditions, the Merging Parties shall apply to the Tribunal, on good cause shown, for the Conditions to be lifted, revised, or amended.

#### **6 GENERAL**

- 6.1 All correspondence in relation to these conditions must be submitted to the following e-mail addresses: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [ministry@thedtic.gov.za](mailto:ministry@thedtic.gov.za).

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****KLINGER (PTY) LTD****AND****INTERNATIONAL THERMAL & ACOUSTICS (PTY) LTD****CASE NUMBER: 2023SEP0010**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

1. On 08 September 2023, the Competition Commission (the "Commission") received notice of an intermediate merger whereby Klinger (Pty) Ltd ("Klinger"), intends to acquire the entire issued share capital of International Thermal & Acoustics (Pty) Ltd ("International Thermal & Acoustics"). Post implementation of the proposed transaction, International Thermal & Acoustics will be merged into Klinger and will be operated as a division of Klinger. Accordingly, Klinger will exercise sole control over International Thermal & Acoustics.

**Parties**

2. The primary acquiring firm, Klinger, is a company incorporated in South Africa. Klinger is controlled by Klinger Holding GmbH ("Klinger Holding"), a company incorporated in Austria. Klinger Holding is owned by HKL Holding Stiftung, a trust registered in Liechtenstein. Apart from Klinger, Klinger Holding does not directly control any other firm in South Africa. Klinger directly controls Klinger Mzansi (Pty) Ltd.
3. Klinger does not have any shareholding by historically disadvantaged persons ("HDPs").

4. The primary target firm, International Thermal & Acoustics, is company incorporated in South Africa. International Thermal & Acoustics is jointly controlled by Mr LW Phelps (50%) and Mr MS Phelps (50%). International Thermal & Acoustics does not control any firm in South Africa.

5. International Thermal & Acoustics does not have any shareholding by HDPs.

#### **Activities**

6. Klinger manufactures and supplies fluid sealing and control products and services to a wide variety of industrial customers located in South Africa and internationally. The range of products supplied by Klinger include gaskets, compressed fibre sheeting, valves, gland packing, engineering plastics and also provides general mechanical engineering services (on a fee basis). Klinger operates various production facilities located in Johannesburg, Wadeville, Cape Town and Durban.

7. International Thermal & Acoustics designs and supplies cryogenic thermal insulation as well as acoustic insulation. International Thermal & Acoustics operates through 3 branches located in Johannesburg, Cape Town and Durban.

#### **Competition analysis**

8. The Commission considered the activities of the merging parties and found that the proposed transaction does not result in a horizontal overlap as Klinger does not provide any services in competition with International Thermal & Acoustics. In addition, the proposed transaction does not result in a vertical overlap.

9. The Commission is of the view that the proposed transaction is unlikely to substantially prevent or lessen competition in the affected markets.

#### **Public interest**

##### Employment

10. There are no employment concerns arising.

Effect on the promotion of a greater spread of ownership, in particular to increase the levels of ownership by historically disadvantaged persons (HDPs) and workers in the market

11. Neither Klinger nor International Thermal & Acoustics have shareholding by HDPs. In order to address the greater spread of ownership requirements, Klinger will establish a franchise business model whereby HDPs will be given the opportunity to open retail outlets and trade under the name Klinger Direct. The beneficiaries of the model will be HDPs who will wholly own and control the operations at the retail outlets of their respective businesses. Klinger will roll out at least **[CONFIDENTIAL]** new outlets located throughout South Africa in the next 3 years.

### **Conclusion**

12. The Commission approves the proposed transaction subject to conditions in **Annexure A**.

**ANNEXURE A****KLINGER (PTY) LTD****AND****INTERNATIONAL THERMAL & ACOUSTICS (PTY) LTD****CASE NUMBER: 2023SEP0010**

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**CONDITIONS**

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**1 DEFINITIONS**

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

- 1.1. **"Acquiring Firm"** means Klinger (Pty) Ltd;
- 1.2. **"Approval Date"** means the date on which the Commission issues a Clearance Certificate in terms of the Competition Act;
- 1.3. **"Commission"** means the Competition Commission of South Africa;
- 1.4. **"Commission Rules"** means the Rules for the Conduct of Proceedings in the Commission issued in terms of section 21 of the Competition Act;
- 1.5. **"Competition Act"** means the Competition Act No. 89 of 1998, as amended;
- 1.6. **"Conditions"** means these conditions contained in this Annexure A;
- 1.7. **"Days"** means business days, being any day other than a Saturday, Sunday or official public holiday in South Africa;
- 1.8. **"HDPs"** means historically disadvantaged persons as defined in section 3(2) of the Competition Act;
- 1.9. **"Implementation Date"** means the date, occurring after the Approval Date, on which the Merger is implemented by the Merger Parties;

- 1.10. **“IP”** means the intellectual property rights owned by the Acquiring Firm or its nominees including but not limited to certain trademarks, trade names, services marks, logotypes, commercial symbols, copyrights and patents applicable to the Klinger product range and services;
- 1.11. **“Klinger”** means the Acquiring Firm;
- 1.12. **“Klinger Direct Business Model”** means a franchise-based business model to be implemented by the Acquiring Firm whereby HDPs will be given the opportunity to trade under the name Klinger Direct, be permitted to sell Klinger products and use the IP rights owned by the Acquiring Firm. This will comprise of at least **[CONFIDENTIAL]** HDP-owned outlets located in the Territories acquiring the exclusive right to own and operate a Klinger franchise store in a dedicated and exclusive geographic area with a dedicated number of existing customers;
- 1.13. **“Merger”** means the acquisition of the entire issued share capital of the Target Firm by the Acquiring Firm;
- 1.14. **“Merger Parties”** means the Acquiring Firm and the Target Firm;
- 1.15. **“South Africa”** means the Republic of South Africa;
- 1.16. **“Target Firm”** means International Thermal & Acoustics (Pty) Ltd;
- 1.17. **“Territories”** means the Gauteng, Free State, North West, Northern Cape, Western Cape, Eastern Cape, KwaZulu-Natal, Mpumalanga and Limpopo provinces;
- 1.18. **“Tribunal”** means the Competition Tribunal of South Africa; and
- 1.19. **“Tribunal Rules”** means Rules for the Conduct of Proceedings in the Tribunal.



## 2 CONDITIONS TO THE APPROVAL OF THE MERGER

- 2.1. Within 3 (three) years of the Implementation Date, the Acquiring Firm shall implement the Klinger Direct Business Model.
- 2.2. The Merged Entity shall not charge HDPs any royalty fees or any other fees in the implementation of the Klinger Direct Model.
- 2.3. For the avoidance of doubt, the Acquiring Firm's implementation of the Klinger Direct Business Model shall entail the Acquiring Firm providing to each HDP, the following support, at no cost:
  - 2.3.1. Branding and marketing
  - 2.3.2. Technical support
  - 2.3.3. Training
  - 2.3.4. Admin (invoicing)
  - 2.3.5. Advice.
- 2.4. Prior to implementing the Klinger Direct Business Model, the Acquiring Firm will provide the Commission with details of Klinger Direct Business HDPs beneficiaries in writing. These details shall include, but not be limited to, the number of the prospective HDP beneficiaries, the identities of prospective HDPs beneficiaries, evidence that the prospective beneficiaries are HDPs, details of the outlets and Territories in which the Klinger Direct Business Model will be operated.
- 2.5. Within 60 (sixty) Days of receipt of the details of the Klinger Direct Business Model, the Commission shall provide its written approval or any comments or queries regarding the Klinger Direct Business Model.
- 2.6. For avoidance of doubt, the Klinger Direct Business Model shall not be implemented without the prior written approval of the Commission.

## 3 MONITORING OF COMPLIANCE WITH THE CONDITIONS

- 3.1. The Acquiring Firm shall inform the Commission in writing of the Implementation Date of the Merger within 5 (five) Days of its occurrence.

3.2. The Acquiring Firm shall, for a period of 3 (three) years, on the anniversary of the Implementation Date, provide the Commission with an affidavit attesting to its compliance with clause 2.

3.3. The Commission may request such additional information from the Acquiring Firm, which the Commission may, from time to time, deem necessary for purposes of monitoring the extent of compliance with these Conditions.

#### 4 **APPARENT BREACH**

4.1. An apparent breach by the Acquiring Firm of the Conditions shall be dealt with in terms of Rule 39 of the Commission Rules read together with Rule 37 of the Tribunal Rules.

#### 5 **VARIATION**

5.1. The Acquiring Firm may at any time, on good cause shown, apply to the Commission for the Conditions to be lifted, revised, amended and/or the time period for fulfilment of the Conditions extended. Should a dispute arise in relation to the variation of the Conditions, the Acquiring Firm shall apply to the Tribunal, on good cause shown, for the Conditions to be lifted, revised, amended and/or the time period for fulfilment to be extended as aforementioned.

#### 6 **GENERAL**

6.1. All correspondence in relation to the Conditions must be submitted to the following e-mail address: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [ministry@thedtic.gov.za](mailto:ministry@thedtic.gov.za).

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****THE LION MATCH COMPANY (PTY) LTD****AND****SYLKO (PTY) LTD AND VALIDUS MEDICAL (PTY) LTD****CASE NUMBER: 2023SEP0012**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms, subject to conditions set out below:

**The Transaction**

1. On 11 September 2023, the Competition Commission ("the Commission") received notice of an intermediate merger whereby the Lion Match Company (Pty) Ltd ("Lion Match") intends to acquire 100% of the issued share capital in each of Sylko (Pty) Ltd ("Sylko") and Validus Medical (Pty) Ltd ("Validus") (collectively referred to as the "Target Firms"). Following completion of the proposed transaction, Lion Match will exercise sole control over the Target Firms as envisaged by section 12(2) of the Competition Act No. 89 of 1998, as amended ("Act").

**The parties and their activities**

2. The primary acquiring firm is Lion Match, a private limited liability company incorporated under the laws of South Africa. Lion Match is wholly owned and controlled by Fasic Investment Corporation Limited ("Fasic"). Fasic is an unlisted public company which is not controlled by any entity or person. Lion Match and all the firms directly and indirectly

controlling it will hereinafter collectively be referred to as the “Acquiring Group”. The Commission notes that the Acquiring Group has 100% HDP shareholding pre-merger.

3. The Acquiring Group is involved in the manufacture and sale of a variety of goods (primarily consumer goods). Relevant to the proposed transaction are the personal care (e.g. wet wipes) supplied by the Acquiring Group.
4. The Target Firms are Sylko and Validus which are private companies incorporated in South Africa. Both the Target Firms are controlled by Twinsaver Holdings Proprietary Limited (“Twinsaver”). The Target Firms do not control any firms. The Commission notes that the Target Firms have 27.03% HDP shareholding pre-merger.
5. Sylko manufactures disposable household and leisure products such as aluminium foil and containers, food wraps, paper tableware and baking accessories. Validus manufactures, imports and distributes disposable adult care and related products in the following categories: adult care (consisting of a full range offering of diapers, pull-ups, pads and underpads etc), wet wipes, and patient care.

### **Competition assessment**

6. The Commission considered the activities of the merging parties and found that there is no horizontal overlap between the activities of the Acquiring Group and Sylko. However, there is a horizontal overlap between the activities of the Acquiring Group and Validus in relation to the market for the supply of personal care and, in particular wet wipes in South Africa.
7. However, the Commission found that the merger is unlikely to substantially lessen or prevent competition in any relevant.

### **Public Interest**

#### *Effect of the merger on employment*

8. The Commission found that the merger will result in 62 Validus employees being required to relocate to the Acquiring Group’s operations in Cape Town as Validus’s Gauteng operations are not financially viable. The merging parties proposed to cover the relocation

costs of any Validus employees and to redeploy up to 5 Validus employees at Twinsaver's Gauteng operations. Those Validus employees that refused to relocate would likely be retrenched post-merger. This effect on employment was of concern to the relevant trade unions, namely AMCU and SACTWU.

9. The Commission engaged with the merging parties in order to mitigate the number of Validus employees that may be retrenched due to their refusal to relocate to the Acquiring Group's Cape Town operations or not being redeployed to Twinsaver's operations (the "Affected Employees"). The merging parties have agreed to increase the relocation assistance to be provided to employees that opt to relocate to the Acquiring Group's Cape Town operations post-merger and increasing the number of redeployments in lieu of relocation post-merger; and giving first preference to the Affected Employees for any post-merger vacancies within the Merged Entity. The Commission considers that these commitments adequately mitigate any employment concerns. These commitments are set out as conditions to this merger approval, in **Annexure A** hereto.
10. The proposed transaction does not raise any other public interest concerns.

#### **Conclusion**

11. The Commission therefore approves the proposed transaction subject to conditions attached in "**Annexure A**".

## **ANNEXURE A**

**THE LION MATCH COMPANY (PTY) LTD****AND****TWINSAYER HOLDINGS (PTY) LTD****AND****SYLKO (PTY) LTD AND VALIDUS MEDICAL (PTY) LTD****CASE NUMBER: 2023SEP0012**

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**CONDITIONS**

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**1. DEFINITIONS**

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

1.1.1. **“Acquiring Firm”** means The Lion Match Company (Pty) Ltd;

1.1.2. **“Affected Employees”** means the Employees of Validus that may potentially be retrenched due to their inability and/or unwillingness to relocate and/or be redeployed;

1.1.3. **“Approval Date”** means the date on which the Merger is approved by the Commission and as set out in the Commission’s clearance certificate (Notice CC 15);

1.1.4. **“BCEA”** means the Basic Conditions of Employment Act, 1997;

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

1.1.6. **“Commission Rules”** means the Rules for the Conduct of Proceedings in the Commission issued in terms of section 21 of the Competition Act;

- 1.1.7. **"Competition Act"** means the Competition Act 89 of 1998, as amended;
- 1.1.8. **"Conditions"** means these conditions, and "Condition" means, as the context requires, any one of them;
- 1.1.9. **"Days"** means any calendar day other than a Saturday, a Sunday or an official public holiday in South Africa;
- 1.1.10. **"Employees"** means any permanent employee (as contemplated under the Labour Relations Act, No. 66 of 1995) of Validus in South Africa, but excluding top and senior management;
- 1.1.11. **"Implementation Date"** means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
- 1.1.12. **"LRA"** means the Labour Relations Act, No. 66 of 1995 (as amended);
- 1.1.13. **"Merged Entity"** means the Target Firm subject to control of the Acquiring Firm following the Implementation Date;
- 1.1.14. **"Merging Parties"** means the Acquiring Firm and the Target Firms;
- 1.1.15. **"Merger"** means the acquisition of 100% of the issued share capital in Sylko and Validus by Lion Match;
- 1.1.16. **"Relocation Costs"** means the reasonable costs that the Merging Parties are willing to cover for the relocation of Validus' Relocating Employees, their families and their belongings, from Vereeniging to Cape Town.
- 1.1.17. **"Relocating Employees"** means the Employees of Validus that will be relocated from Validus plant in Vereeniging to the Lion Match plant in Epping, Cape Town;
- 1.1.18. **"Salary Increment"** means the intended increase of the salaries of Validus Relocating Employees' who earn a salary lower than the BCEA threshold of R20 093 per month determined on a cost to company basis which salary increase will be implemented by the Merged Entities following these employees' relocation to Cape Town;
- 1.1.19. **"Sylko"** means Sylko (Pty) Ltd, one of the Target Firms;

- 1.1.20. **“South Africa”** means the Republic of South Africa;
- 1.1.21. **“Target Firms”** means Sylko and Validus;
- 1.1.22. **“Tribunal”** means the Competition Tribunal of South Africa;
- 1.1.23. **“Tribunal Rules”** means Rules for the Conduct of Proceedings in the Tribunal;
- 1.1.24. **“Twinsaver Group”** means the controlling group of the Target Firms before the Merger; and
- 1.1.25. **“Validus”** means Validus Medical (Pty) Ltd, one of the Target Firms.

## 2. CONDITIONS

### 2.1. RELOCATION OF THE EMPLOYEES OF VALIDUS

- 2.1.1. The Merging Parties shall provide support to each of the Relocating Employees of Validus by covering the entire Relocation Costs.
- 2.1.2. The Merging Parties shall increase the salaries of the Relocating Employees of Validus who earn a salary below the BCEA threshold of R20 093 per month determined on a cost to company basis by the Salary Increment.
- 2.1.3. The Merging Parties will also provide reasonable temporary accommodation for up to 1 month to Relocating Employees of Validus and will assist these employees with reasonable time off to look for accommodation and schools.

### 2.2. NUMBER OF AFFECTED EMPLOYEES

- 2.2.1. The number of Affected Employees is expected to be 32 and the Merging Parties shall use their reasonable endeavours to ensure that this number does not increase. However, it is recognised that this number may increase if any of the Validus Employees who have indicated that they will relocate to Epping decide not to relocate despite his/her initial indication.

### 2.3. REDEPLOYMENT OF THE EMPLOYEES OF VALIDUS



2.3.1. Of the Affected Employees that are unable to relocate to Cape Town:

2.3.1.1. the Acquiring Firm shall redeploy at least 10 Employees into the Acquiring Firm within the Gauteng Province in line with the Acquiring Firm's employment terms and conditions, which shall not be less favourable than their current employment terms and conditions; and

2.3.1.2. Twinsaver Group shall redeploy at least 10 Employees into the Twinsaver Group within the Gauteng Province on employment terms and conditions which are not less favourable than their current employment terms and conditions.

#### **2.4. REEMPLOYMENT OF AFFECTED EMPLOYEES**

2.4.1. Each Affected Employee shall receive a retrenchment package based on 2 weeks remuneration per completed year of service.

2.4.2. For a period of 24 (twenty-four) months after the Implementation Date, the Merged Entity shall give first preference to the Affected Employees for any vacancies within the Merged Entity, provided that the Affected Employees have the requisite qualifications, skills, know-how and experience for those specific vacancies and, at all times, subject to the Merged Entity's employment equity plan and transformation requirements.

2.4.3. The Merged Entity shall maintain a database of the names and contact details of all the Validus Affected Employees and, should any vacancies arise within the Merged Entity, undertake to communicate available vacancies to the Validus Affected Employees through their last known contact details such as email and/or cell phone numbers, amongst others, for a period of 24 (twenty-four) months after the Approval Date.

2.4.4. Each Affected Employee applying for a vacancy must do so in accordance with the time frame specified in the advertisement or communication applicable to the vacancy. The Merged Entity's usual recruitment and appointment procedures and requirements, including undergoing an interview process, will apply to applications made by

Affected Employees. If an Affected Employee applying for a vacancy is still unemployed at the time of applying and is equally as suitably qualified and experienced for a position as another candidate, that Affected Employee will be appointed in preference to other candidates. A successful Affected Employee will be employed in accordance with the terms and conditions in place for the relevant position at the time.

## **2.5. EMPLOYMENT**

- 2.5.1. For a period of 36 months after the Implementation Date the Merged Entity shall not retrench any employees other than the Affected Employees because of the Merger.
- 2.5.2. For the sake of clarity, retrenchments do not include (i) voluntary retrenchment and/or voluntary separation arrangements; (ii) voluntary early retirement packages; (iii) unreasonable refusals to be redeployed in accordance with the provisions of the LRA; (iv) resignations or retirements in the ordinary course of business; (v) retrenchments lawfully effected for operational requirements unrelated to the Merger; (vi) terminations in the ordinary course of business, including but not limited to, dismissals as a result of misconduct or poor performance; and (v) any decision not to renew or extend a fixed term contract of a contract worker or Employee taken in the ordinary course of business.

## **3. MONITORING OF COMPLIANCE**

- 3.1. The Merged Entity shall inform the Commission in writing of the Implementation Date within 15 (fifteen) Days of it becoming effective.
- 3.2. The Merging Parties shall circulate a copy of the Conditions to their employees in South Africa, the Affected Employees and/or their respective representatives within 15 (fifteen) Days of the Approval Date.
- 3.3. As proof of compliance thereof, the Merging Parties shall within 15 (fifteen) Days of circulating the Conditions, provide the Commission with an affidavit by a senior official of the Merging Parties attesting to the circulation of the Conditions and attach a copy of the notice sent.

- 3.4. The Merged Entity shall submit an affidavit to the Commission within 15 (fifteen) Days after the anniversary of the Implementation Date and for a period of 2 (two) years, to the Commission, confirming compliance with clause 2 of the Conditions and an affidavit within 15 (fifteen) Days after the anniversary of the Implementation Date confirming compliance with clause 4 of the Conditions. These affidavits must be deposited to by a senior official of the Merged Entity.
- 3.5. The Commission may request additional information from the Merging Parties, which the Commission may reasonably deem necessary for the purposes of monitoring the extent of compliance with the Condition.
- 3.6. Any person, including any Employee (and any employees of the Acquiring Firm), who believes that the Merging Parties have not complied with or have acted in breach of the Condition may approach the Commission.

#### **4. APPARENT BREACH**

- 4.1. Should the Commission receive any complaint in relation to non-compliance with the above Conditions, or otherwise determine that there has been an apparent breach by the Merger Parties of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Commission Rules.

#### **5. VARIATION**

- 5.1. The Merger Parties may at any time, on good cause shown, apply to the Commission for the Conditions to be lifted, revised, amended and/or the time period for fulfilment of the Conditions extended. Should a dispute arise in relation to the variation of the Conditions, the Merger Parties shall apply to the Tribunal, on good cause shown, for the Conditions to be lifted, revised, or amended.

#### **6. GENERAL**

- 6.1. All correspondence in relation to the Condition must be submitted to the following e-mail address: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [ministry@thedtic.gov.za](mailto:ministry@thedtic.gov.za).

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****ATNAHS PHARMA UK LIMITED  
AND  
CERTAIN PHARMACEUTICAL PRODUCT ASSETS AND RELATED RIGHTS OF SANOFI  
S.A.****CASE NUMBER: 2023SEP0015**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

**Background**

1. On 13 September 2023, the Competition Commission ("Commission") received notice of an intermediate merger whereby Atnahs Pharma UK Limited ("Pharmanovia") intends to acquire sole control of certain pharmaceutical product assets and related rights currently held by Sanofi S.A. ("Sanofi"). Upon implementation of the proposed transaction, Pharmanovia will have sole control of, including, amongst others, trademarks, registrations, marketing authorisations, know-how, supply and distribution agreements and inventory currently held by Sanofi (the "Target").
2. For completeness, the Target does not comprise any firms controlled by Sanofi in South Africa.

**The parties and their activities**

3. The primary acquiring firm is Pharmanovia, a private limited company incorporated in accordance with the laws of England and Wales. Pharmanovia is indirectly wholly owned and solely controlled by Triton Investment Fund V. Pharmanovia does not directly or indirectly control any firms in South Africa. Pharmanovia, all the firms it controls, all the firms controlling Pharmanovia, and all the firms controlled by those, will be referred to as the "Acquiring Group".
4. Of relevance to this merger assessment is the Acquiring Group's anxiety medication which falls under Anatomical Therapeutic Classification ("ATC") level 3 category N5C with the active pharmaceutical ingredient ("API") diazepam marketed under the trade name Valium®.

5. The Target comprises certain pharmaceutical product assets currently held by Sanofi and concerning pharmaceutical products based on the clobazam, phenobarbital, prochlorperazine, and cyamemazine API's. In South Africa, the Target's ATC3 category N5C product is Urbanol®. The Target does not include any employees.
6. The Target is controlled by Sanofi, a company incorporated in accordance with the laws of France. Sanofi has no ownership by HDPs.

#### **Competition Assessment**

7. The Commission found that the merger results in a horizontal overlap regarding the supply of products under ATC3 category N5C (anxiety medication). As such, the Commission assessed this market.
8. The Commission concluded that the merger is unlikely to result in a substantial prevention or lessening of competition in any relevant market.

#### **Public interest considerations**

9. The Commission found that the merger raises concerns as regards the promotion of a greater spread of ownership. To address this, the parties tendered remedies that may facilitate the participation of HDP owned firms in the distribution of the Target's product.
10. The merger does not raise any other public interest issues that require further intervention.
11. For the above reasons, the Commission approves the proposed transaction subject to the conditions attached in **Annexure A** hereto.

**ANNEXURE A**  
**ATNAHS PHARMA UK LIMITED / CERTAIN PHARMACEUTICAL PRODUCT ASSETS**  
**AND**  
**RELATED RIGHTS CURRENTLY HELD BY SANOFI S.A.**  
**CC CASE NUMBER: 2023SEP0015**

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**1. DEFINITIONS**

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

- 1.1 **“Acquiring Firm”** or **“Pharmanovia”** means Atnahs Pharma UK Limited;
- 1.2 **“Approval Date”** means the date referred to on the Commission’s Merger Clearance Certificate (Form CC 15);
- 1.3 **“Business Day”** means any calendar day which is not a Saturday, a Sunday, or an official public holiday in South Africa;
- 1.4 **“Commission”** means the Competition Commission of South Africa;
- 1.5 **“Commission Rules”** means the Rules for the Conduct of Proceedings in the Commission.
- 1.6 **“Competition Act”** means the Competition Act, No. 89 of 1998 (as amended);
- 1.7 **“Conditions”** means these conditions, and "Condition" means, as the context requires, any one of them;
- 1.8 **“HDPs”** means historically disadvantaged persons as contemplated by the Competition Act No. 89 of 1998 (as amended);
- 1.9 **“Implementation Date”** means the date, occurring after the Approval Date, on which the Acquiring Firm acquires control of the Target;
- 1.10 **“Merger”** means the acquisition of control by the Acquiring Firm of the Target;
- 1.11 **“Sanofi”** means Sanofi S.A.;
- 1.12 **“Target”** means certain pharmaceutical product assets and related rights currently held by Sanofi which the Acquiring Firm has agreed to acquire;
- 1.13 **“Tribunal”** means the Competition Tribunal of South Africa.

CONTINUES ON PAGE 258 OF BOOK 3

Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001  
Contact Centre Tel: 012-748 6200. eMail: info.egazette@gpw.gov.za  
Publications: Tel: (012) 748 6053, 748 6061, 748 6065





# Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA  
REPUBLIEK VAN SUID AFRIKA

Vol. 706

19

April  
April

2024

No. 50528

**PART 3 OF 5**

N.B. The Government Printing Works will not be held responsible for the quality of "Hard Copies" or "Electronic Files" submitted for publication purposes

ISSN 1682-5845



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## 2. **CONDITIONS**

- 2.1 While the appointment of an appropriate distribution partner remains within the sole discretion of the Acquiring Firm, the Acquiring Firm commits that in the identification of a suitable distribution partner for Urbanol® post the Implementation Date, the Acquiring Firm shall consider HDP-owned firms. For completeness, **[CONFIDENTIAL]**.
- 2.2 Notwithstanding the foregoing, the Acquiring Firm commits that the distribution agreement to be concluded with the distribution partner for Urbanol® shall include a clause requiring the distribution partner to consider subcontracting services to HDP-owned firms.

## 3. **MONITORING OF COMPLIANCE WITH THE CONDITION**

- 3.1 The Acquiring Firm shall inform the Commission of the Implementation Date within 5 (five) Business Days of it becoming effective.
- 3.2 The Acquiring Firm shall inform the Commission of its appointment of a distribution partner for Urbanol® in South Africa within 10 (ten) Business Days of the appointment and shall submit a report confirming compliance with clauses 2.1 and 2.2 of the Condition at the same time.

## 4. **BREACH**

- 4.1 Should the Commission receive any complaint in relation to non-compliance with the above Conditions, or otherwise determines that there has been an apparent breach by the Merging Parties of these Conditions, the breach shall be dealt with in terms of Rule 37 of the Tribunal Rules read together with Rule 39 of the Commission Rules.

## 5. **VARIATION**

- 5.1 The Merger Parties and/or the Commission may at any time, and on good cause shown, apply to the Commission for any of the Conditions to be waived, amended, or relaxed. Should a dispute arise in relation to the variation of the Conditions, the Merger Parties may apply to the Tribunal, on good cause shown, for the Conditions to be lifted, revised, or amended.

6. **GENERAL**

- 6.1 All correspondence in relation to the Conditions must be submitted to the following e-mail addresses: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [ministry@thedtic.gov.za](mailto:ministry@thedtic.gov.za).

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****AUSTRALIANSUPER PTY LTD****AND****VANTAGE DATA CENTRES EUROPE S.A.R.L****CASE NUMBER: 2023SEP0016**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

1. On 13 September 2023, the Competition Commission (Commission) received notice of an intermediate merger where AustralianSuper Pty Ltd (Trustee) as trustee of AustralianSuper intends to acquire a minority interest in Vantage Data Centres Europe S.a.r.l. (Vantage EMEA).
2. AustralianSuper is a superannuation and pension fund incorporated in Australia. AustralianSuper offers services relating to superannuation, investment, retirement and insurance to its members. AustralianSuper has investments in Australia and other countries globally. AustralianSuper does not have any business activities, assets or employees in South Africa.
3. Vantage EMEA is a firm incorporated in Luxembourg and it is ultimately and jointly controlled by Public Sector Pension Investment Board (PSP) and DigitalBridge Group Inc. (DigitalBridge). Vantage EMEA owns and manages a portfolio of data centre campuses across a number of countries including South Africa. The key business activities of Vantage EMEA comprises the supply of colocation data centre services which includes providing space, power supply, cooling and security services to customers. In South Africa, Vantage EMEA is currently developing campuses.

4. The Commission found that the proposed transaction is unlikely to result in a substantial prevention or lessening of competition.
5. To address the positive obligation to promote a greater spread of ownership, the parties tendered substantial commitments to procure from HDP-owned firms, skills development and employment commitments. These commitments are equally weighty and countervailing remedies that are responsive to specific public interest grounds under section 12A (3). The Commission considers that the commitments tendered render the merger justifiable on substantial public interest grounds.
6. The Commission approves the merger subject to the conditions set out in **Annexure A**.

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**ANNEXURE A****AUSTRALIANSUPER PTY LTD AS TRUSTEE OF AUSTRALIANSUPER****AND****VANTAGE DATA CENTRES EUROPE S.a.r.l****CASE NUMBER: 2023SEP0016**

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**CONDITIONS**

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**1 DEFINITIONS**

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

- 1.1 **"Acquiring Firm"** means AustralianSuper Pty Ltd as trustee for AustralianSuper;
- 1.2 **"Approval Date"** means the date on which the Commission issues a Clearance Certificate in terms of the Competition Act;
- 1.3 **"Commission"** means the Competition Commission of South Africa;
- 1.4 **"Commission Rules"** means the Rules for the Conduct of Proceedings in the Commission issued in terms of section 21 of the Competition Act;
- 1.5 **"Competition Act"** means the Competition Act No. 89 of 1998, as amended;
- 1.6 **"Conditions"** means these conditions;
- 1.7 **"Days"** means business days, being any day other than a Saturday, Sunday or official public holiday in South Africa;
- 1.8 **"HDPs"** means historically disadvantaged persons as contemplated in section 3(2) of the Competition Act;

- 1.9 **"Implementation Date"** means the day on which the Merger is implemented by the Merger Parties;
- 1.10 **"Merger"** means the acquisition of an indirect minority controlling interest in the Target Firm by the Acquiring Firm;
- 1.11 **"Merger Parties"** means collectively the Acquiring Firm and Target Firm;
- 1.12 **"South Africa"** means the Republic of South Africa;
- 1.13 **"Target Firm"** means Vantage Data Centres Europe S.a.r.l;
- 1.14 **"Target Firm Group"** means Vantage Data Centres Europe S.a.r.l and its subsidiaries, including Vantage Data Centres South Africa S.a.r.l; and
- 1.15 **"Tribunal"** means the Competition Tribunal of South Africa.

## 2. **CONDITIONS TO THE APPROVAL OF THE MERGER**

### **Preferential Procurement**

- 2.1 Within 5 (five) years from the Implementation Date, the Target Firm Group commits to procure an aggregate of at least R600 million (six hundred million) in construction, expansion and maintenance services from majority HDP owned firms.

### **Employment**

- 2.2 The Target Firm Group undertakes to employ at least 20 (twenty) additional employees within its South African operations within 24-months of the Implementation Date. The majority of the additional employees shall be prioritised as follows:
- 2.2.1 female HDPs who will benefit from the Target Firm Group's Skills Development and Education initiatives in South Africa as set out in clause 2.4.2 below;
- 2.2.2 in the absence of female HDP candidates applying or being suitably qualified for relevant roles at the Target Firm Group in South Africa, any HDPs, who

will benefit from the Target Firm Group's South African Skills Development and Education initiatives described in clause 2.4 below; or

2.2.3 as a last resort, and only in the exceptional circumstance of where there is an absence of HDP candidates applying or being suitably qualified for immediately necessary and business critical roles at the Target Firm Group in South Africa, any other suitably qualified employees.

2.3 In addition, the Target Firm Group shall ensure that, for a period of 5 (five) years of the Implementation Date, it will maintain at least a 60% level of HDP employees within its South African operations.

#### **Skill Development and Education**

2.4 In addition to its existing course training and skills development for its employees, the Target Firm Group undertakes to spend a minimum of R1 million (one million Rand) per annum, for a period of 5 (five) years from the Implementation Date, towards:

2.4.1 training and skills development programmes for its South African employees. Such programmes shall include internal or external training and skills development programmes; and

2.4.2 specifically for female HDPs who are not current employees of the Target Firm Group in South Africa, the provision of tertiary education scholarships to enrol at accredited South African tertiary institutions and associated internships roles.

### **3. MONITORING OF COMPLIANCE WITH THE CONDITIONS**

3.1 The Merger Parties shall inform the Commission in writing of the Implementation Date of the Merger within 5 (five) Days of its occurrence.

3.2 Vantage Data Centres South Africa S.a.r.l, the South African subsidiary of the Target Firm Group shall be responsible for compliance and monitoring the Target Firm Group's compliance with the Conditions. Within 60 (sixty) Days of the anniversary of the Implementation Date, for the duration of the Conditions (as applicable), Vantage Data Centres South Africa S.a.r.l shall submit a report setting out its compliance with the Conditions. Such report shall be accompanied by an affidavit, attested to by a director of the Vantage Data Centres South Africa S.a.r.l confirming the accuracy of the report.



- 3.3 The Commission may request such additional information from the Merger Parties which the Commission from time to time regards as necessary for the monitoring of compliance with these Conditions.

**4. APPARENT BREACH**

- 4.1 Should the Commission receive any complaint in relation to non-compliance with the above Conditions, or otherwise determine that there has been an apparent breach by the Merger Parties of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Commission Rules.

**5. VARIATION**

- 5.1 The Merger Parties may at any time, on good cause shown, apply to the Commission for the Conditions to be lifted, revised, amended and/or the time period for fulfilment of the Conditions extended. Should a dispute arise in relation to the variation of the Conditions, the Merger Parties shall apply to the Tribunal, on good cause shown, for the Conditions to be lifted, revised, or amended.

**6. GENERAL**

- 6.1 All correspondence in relation to the Conditions must be submitted to the following email address: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [ministry@thedtic.gov.za](mailto:ministry@thedtic.gov.za).

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****TPG INC  
AND  
CLEAN TOPCO LIMITED****CASE NUMBER: 2023SEP0017**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

1. On 13 September 2023, the Competition Commission (the "Commission") received a notice of an intermediate merger wherein TPG Inc. ("TPG") wishes to acquire 100% of the issued share capital in Clean TopCo Limited ("Target Firm") ("Proposed Transaction").
2. The primary acquiring firm TPG, a public company registered in the State of Delaware, in the United States of America. TPG is listed on the NASDAQ stock market. TPG is controlled by three non-historically disadvantaged ("HDPs") individuals namely, **[CONFIDENTIAL]**.
3. TPG, all the companies controlled by TPG, and all the entities controlled by TPG will be referred to as the "Acquiring Group".
4. The Acquiring Group is an asset management firm. TPG controls various entities in South Africa that are broadly involved in the supply of medical devices and animal health technology, the provision of software services, pharmaceutical products, retail sales of digital goods, and marketing and television media production.
5. The Acquiring Group does not have any of its shareholding held by historically disadvantaged persons ("HDPs") as contemplated in the Act. The Acquiring Group has no ownership by workers.
6. The primary target firm is Clean TopCo Limited. The Target Firm is controlled by investment funds, investment vehicles and/or accounts managed by KKR & Co. Inc.

("KKR"). KKR is an American global investment company listed on the New York stock exchange.

7. In South Africa, the Target Firm indirectly controls A-Gas (South Africa) Proprietary Limited ("A-Gas South Africa"). A-Gas South Africa is involved in the supply and distribution of specialty gases. The products supplied by A-Gas South Africa are fluorinated gases, including hydrochlorofluorocarbons, hydrofluorocarbons and hydrofluoroolefins which are used in refrigeration, fire protection and halons and industrial environments.
8. The Target Firm does not have any shareholding held by HDPs or workers.
9. The Commission found that the merger does not result in a substantial lessening or prevention of competition in any relevant market.
10. To promote a greater spread of ownership the merging parties have agreed to establish an ESOP within 24 months of the merger implementation date. The ESOP will hold 5% of the issued shares in A-Gas South Africa.
11. The Commission approves the proposed transaction subject to the conditions in **Annexure A** hereto.

**ANNEXURE A****TPG INC.  
AND  
CLEAN TOPCO LIMITED****CASE NUMBER: 2023SEP0017**

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**CONDITIONS**

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**1. DEFINITIONS**

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

- 1.1 **“Acquiring Firm”** means TPG Inc.;
- 1.2 **“Act”** means the Competition Act No. 89 of 1998, as amended;
- 1.3 **“A-Gas South Africa”** means A-Gas (South Africa) Proprietary Limited;
- 1.4 **“Commission”** means the Competition Commission of South Africa;
- 1.5 **“Conditions”** means the merger conditions included in this Annexure A;
- 1.6 **“Days”** means any day that is not a Saturday, Sunday, or public holiday in South Africa;
- 1.7 **“ESOP”** means the Employee Share Ownership Programme to be established pursuant to these Conditions;
- 1.8 **“ESOP Establishment Period”** means 24 (twenty four) months from the Implementation Date;
- 1.9 **“HDPs”** means historically disadvantaged persons as defined in section 3(2) of the Act;
- 1.10 **“Implementation Date”** means the date on which the merger is implemented by the Merging Parties;

- 1.11 **“Merger”** means the proposed acquisition of joint control of the Target Firm by the Acquiring Firm as notified to the Commission under Case No. 2023SEP0017;
- 1.12 **“Merged Entity”** means the combination of the Acquiring Firm and the Target Firm;
- 1.13 **“Merging Parties”** means the Acquiring Firm and the Target Firm;
- 1.14 **“South Africa”** means the Republic of South Africa;
- 1.15 **“Target Firm”** means A-Gas Group Limited and its subsidiaries;
- 1.16 **“Tribunal”** means the Competition Tribunal of South Africa;
- 1.17 **“Tribunal Rules”** means the Rules for the Conduct of Proceedings in the Tribunal;
- 1.18 **“Qualifying Workers”** means Workers employed by A Gas South Africa, with employment tenure of 2 (two) years or more; and
- 1.19 **“Worker”** means an employee as defined in the Labour Relations Act 66 of 1995 (as amended) and, in the context of ownership, refers to ownership by a broad base of Workers.

## 2. ESTABLISHMENT OF THE ESOP

- 2.1. By the end of the ESOP Establishment Period, the Acquiring Firm shall establish the ESOP for the benefit of Qualifying Workers. The ESOP shall hold 5% of the issued shares in A-Gas South Africa as at the date that the ESOP is established, in accordance with the design principles set out in Annexure B.

## 3. MONITORING

- 3.1. Within 10 (ten) Days of the Implementation Date, the Target Firm shall circulate a non-confidential version of the Conditions to its employees in South Africa, their employee representatives and trade unions (if applicable). As proof of compliance herewith, the Target Firm shall within 5 (five) Days of circulating the Conditions, submit to the Commission an affidavit by a senior official, attesting to such compliance.
- 3.2. Within 5 (five) days after the Implementation Date, the Merged Entity shall notify the Commission in writing of the Implementation Date.
- 3.3. The Merged Entity shall submit a compliance report (including a trust deed for the registration of the ESOP) within 5 (five) Days after the establishment of the ESOP.

The report shall be accompanied by an affidavit from a director of A-Gas South Africa confirming the accuracy of the information contained in the report,

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

#### **4. APPARENT BREACH**

- 4.1. Should the Commission receive any complaint in relation to non-compliance with the above Conditions, or otherwise determines that there has been an apparent breach by the Merging Parties of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Commission Rules.

#### **5. VARIATION**

- 5.1. The Merging Parties may at any time, on good cause shown, apply to the Commission for the Conditions to be lifted, revised, or amended. Should a dispute arise in relation to the variation of the Conditions, the Merging Parties shall apply to the Tribunal, on good cause shown, for the Conditions to be lifted, revised, or amended.

#### **6. GENERAL**

- 6.1. All correspondence in relation to the Conditions must be submitted to the following e-mail addresses: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [ministry@thedtic.gov.za](mailto:ministry@thedtic.gov.za)

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**ANNEXURE B**

<b>Design Principle</b>	<b>Applicable Criteria</b>
<b>Structure</b>	<ul style="list-style-type: none"> <li>○ Will be a unitised structure whereby a trust will be established, and Qualifying Workers will receive units.</li> </ul>
<b>Cost to Workers and Participating HDPs</b>	<ul style="list-style-type: none"> <li>○ The ESOP will be funded by A-Gas South Africa. The notional vendor funding will provide for a fixed trickle dividend in terms of which at least 35% of declared dividends will be paid to the beneficiaries with the remaining 65% used to service the vendor financed loan until such time as it is extinguished. Once the loan has been extinguished, 100% of the declared dividends due to the ESOP (after liabilities have been paid) will be distributed to the beneficiaries. The liabilities refer to costs (administration and operational costs, rental, fees of third party service providers, such as auditors) and taxes in respect of the ESOP.</li> <li>○ The Merging Parties must make provision and cover the <u>reasonable</u> costs for independent legal and financial experts to act on behalf of workers in ESOP establishment negotiations (the "Provision"). For the avoidance of doubt, the Provision shall be at no cost to workers and must not impact any dividend flows due to workers.</li> <li>○ Any disputes between the Merging Parties and any independent legal and financial experts as regards the reasonableness of fees / costs must be resolved by arbitration or any other mutually agreed dispute resolution mechanism</li> </ul>
<b>Governance</b>	<ul style="list-style-type: none"> <li>○ ESOP – Qualifying Workers will be represented on the board of trustees of the ESOP.</li> </ul>
<b>Duration</b>	<ul style="list-style-type: none"> <li>○ ESOP - Will endure until terminated by an affirmative majority vote of the Trustees or the ESOP ceases to hold any shares in A-Gas South Africa.</li> </ul>
<b>Qualifying Workers</b>	<ul style="list-style-type: none"> <li>○ ESOP – All Workers who are permanent employees with 2 years or more tenure at A-Gas South Africa</li> <li>○ Maternity leave will have no adverse impact on qualifying criteria.</li> </ul>
<b>Participation Benefits</b>	<ul style="list-style-type: none"> <li>○ ESOP – Qualifying Workers will be entitled to payments from the ESOP funded by dividends received by the ESOP from A-Gas South Africa.</li> </ul>

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****SAINT-GOBAIN CONSTRUCTION PRODUCTS SOUTH AFRICA (PTY) LTD  
AND  
TECHNICAL FINISHES SOUTH AFRICA (PTY) LTD****CASE NUMBER: 2023SEP0027**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

**Background**

1. On 19 September 2023, the Competition Commission ("Commission") received notice of an intermediate merger whereby Saint-Gobain Construction Products (Pty) Ltd ("SGCP") intends to acquire 100% of the issued shares in Technical Finishes SA (Pty) Ltd ("TFSA").
2. The primary acquiring firm is SGCP, a company incorporated in accordance with the laws of the Republic of South Africa. SGCP is ultimately owned and controlled by Compagnie De Saint-Cobain ("Saint-Gobain"), a firm incorporated in France. Saint-Gobain is not controlled by any individual shareholder. SGCP and all the firms directly or indirectly controlling it, and all the firms that it controls will be referred to as the "Acquiring Group".
3. According to its latest Broad-Based Black Economic Empowerment ("B-BBEE") verification certificate dated 20 September 2023 and expiring on 19 September 2024, historically disadvantaged persons (HDPs) have an ownership of **[CONFIDENTIAL]** in the Acquiring Group.
4. The Acquiring Group is active in the construction sector and operates through four (4) business sectors, *inter alia*, construction products and building materials and distributions.
5. The primary target firm is Technical Finishes South Africa (Pty) Ltd ("TFSA"), a South



African company. TFSA wholly owns Technical Finishes (Pty) Ltd (“Technical Finishes”).  
TFSA has no HDP ownership.

6. TFSA is a manufacturer of specialist materials used in heavy-duty and light-duty industrial, commercial, and residential flooring. TFSA is also active in the provision of non-flooring construction chemicals.

#### **Competition Assessment**

7. The Commission found that the proposed transaction is unlikely to result in any substantial prevention or lessening of competition in any relevant market.

#### **Public interest considerations**

8. In order to address the public interest concerns arising from the merger, promote the public interest, the merging parties have agreed to commitments to capex spending, a 3 year moratorium on merger related retrenchments, skills development and enterprise & supplier development commitments and HDP procurement remedy.
9. The merger does not raise any other concerns.
10. Commission therefore approves the proposed transaction subject to the conditions attached as **Annexure A** hereto.

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**ANNEXURE A****SAINT-GOBAIN CONSTRUCTION PRODUCTS SOUTH AFRICA (PTY) LTD  
AND  
TECHNICAL FINISHES SA (PTY) LTD****CASE NUMBER: 2023Sep0027**

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**CONDITIONS**

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**1. DEFINITIONS**

- 1.1 The following expressions shall bear the meanings assigned to them below, and cognate expressions bear corresponding meanings:
- 1.1.1 **"Acquiring Firm"** means Saint-Gobain Construction Products South Africa (Pty) Ltd;
- 1.1.2 **"Acquiring Group"** means SGCP, all direct and indirect controllers thereof and all firms so directly and indirectly controlled;
- 1.1.3 **"Approval Date"** means the date referred to on the Commission's merger clearance certificate (Form CC15), being the date on which the Merger is approved in terms of the Competition Act;
- 1.1.4 **"SGCP"** means Saint-Gobain Construction Products South Africa (Pty) Ltd, the Acquiring Firm;
- 1.1.5 **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;
- 1.1.6 **"Commission Rules"** means the Rules for the Conduct of Proceedings in the Commission;
- 1.1.7 **"Competition Act"** means the Competition Act, 89 of 1998, as amended;

- 1.1.8 **"Conditions"** means these conditions;
- 1.1.9 **"Contractor Care Programme"** means a programme that trains contractors, including HDP contractors, on a range of practical construction techniques and products;
- 1.1.10 **"Days"** means any calendar day other than a Saturday, a Sunday or an official public holiday in South Africa;
- 1.1.11 **"HDP"** means a historically disadvantaged person as contemplated by the Competition Act;
- 1.1.12 **"HDP-owned"** means majority owned, at least as to 50% plus 1 share by HDP(s);
- 1.1.13 **"Implementation Date"** means the date occurring after the last condition precedent to the transaction is fulfilled or waived, as the case may be, when the Merger is implemented in accordance with its terms;
- 1.1.14 **"Labour Relations Act"** means the Labour Relations Act 66 of 1995;
- 1.1.15 **"Merged Entity"** means TFSA subject to the control of the Acquiring Firm following the Implementation Date;
- 1.1.16 **"Merger"** means the proposed acquisition by the Acquiring Firm of the Target Firm;
- 1.1.17 **"Merging Parties"** means the Acquiring Group and the Target Firm;
- 1.1.18 **"Moratorium Period"** means a period of 3 (three) years from the Implementation Date and includes the period between the Approval Date and the Implementation Date;
- 1.1.19 **"SMME"** means small, micro and medium enterprise;
- 1.1.20 **"South Africa"** means the Republic of South Africa;
- 1.1.21 **"Target Firm"** means Technical Finishes SA (Pty) Ltd;
- 1.1.22 **"TFSA"** means Technical Finishes SA (Pty) Ltd, the Target Firm; and
- 1.1.23 **"Tribunal"** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act.

## 2. CAPITAL EXPENDITURE

- 2.1 The Acquiring Firm commits to a capital expenditure of no less than **[CONFIDENTIAL]** million over a period of 4 (four) years from the Implementation Date.

## 3. SKILLS DEVELOPMENT AND TRAINING

- 3.1 The Acquiring Firm commits to spend **[CONFIDENTIAL]** more than its 2023 combined spend on skills development and enterprise and supplier development, over a 3 (three) year period.
- 3.2 This additional **[CONFIDENTIAL]** over 3 (three) years will be spent on initiatives which support the entry and growth of HDP-owned SMMEs, including by expanding the Acquiring Firm's Contractor Care Programme to include training of HDPs on heavy duty flooring (i.e., the skills possessed by the Target Firm).

## 4. MORATORIUM ON MERGER-RELATED RETRENCHMENTS

- 4.1 Subject to the provisions of clause 4.2 below, the Merged Entity shall not retrench any permanent employees in South Africa as a result of the Merger ("**Merger related retrenchments**") during the Moratorium Period.
- 4.2 The undertaking provided in paragraph 4.1 above means that no retrenchments will result in South Africa as a consequence of the implementation of the Merger. For the sake of clarity, Merger related retrenchments do not include (i) voluntary retrenchment and/or voluntary separation arrangements; (ii) voluntary early retirement packages; (iii) unreasonable refusals to be redeployed in accordance with the provisions of the Labour Relations Act; (iv) resignations or retirements in the ordinary course of business; (v) retrenchments lawfully effected for operational requirements (for the purposes of the Labour Relations Act) unrelated to the Merger (vi) terminations in the ordinary course of business, including but not limited to, dismissals as a result of misconduct or poor performance; and (vii) any decision not to renew or extend a contract of a fixed-term third party contract employee or contract with a third party.

## 5. HDP PROCUREMENT

- 5.1 The Acquiring Firm commits to increasing the Merged Entity's procurement spend from HDP suppliers by an aggregate amount of **[CONFIDENTIAL]** over a period of 3 years from the Implementation Date.

## 6. MONITORING OF COMPLIANCE WITH THE CONDITIONS

- 6.1 The Acquiring Firm shall inform the Commission in writing of the Implementation Date within 5 (five) Days of the Implementation Date.
- 6.2 The Acquiring Firm shall circulate a non-confidential copy of the Conditions to the employees (and trade unions/employee representatives) of the Merging Parties within 10 (ten) Days of the Approval Date. As proof of compliance herewith, the Acquiring Firm shall within 10 (ten) Days of so circulating the Conditions, notify the Commission of compliance herewith and provide evidence of such circulation.
- 6.3 The Acquiring Firm shall notify the Commission of its total procurement spend on HDP suppliers in the 2023 calendar year by 1 April 2024, in the form of an affidavit attested to by a senior official of the Acquiring Firm.
- 6.4 The Acquiring Firm shall, within 30 (thirty) Days of the anniversary of the Implementation Date, for 5 (five) years commencing after the Implementation Date, provide to the Commission a report detailing its progress regarding its compliance with the Conditions. This report shall be accompanied by an affidavit attested to by a senior official of the Acquiring Firm, confirming the report's accuracy.

## 7. APPARENT BREACH

- 7.1 In the event that the Commission determines that there has been an apparent breach by the Merging Parties of these Conditions, Rule 39 of the Commission Rules will apply.

## 8. VARIATION OF THE CONDITIONS

- 8.1 The Merging Parties may at any time, on good cause shown, apply to the Commission for the Conditions to be lifted, revised, or amended. Should a dispute arise in relation to the variation of the Conditions, the Merging Parties shall apply to the Tribunal, on good cause shown, for the Conditions to be lifted, revised, or amended.

## GENERAL

- 9.1 All correspondence concerning the Conditions must be submitted to the following e-mail addresses: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [ministry@thedtic.gov.za](mailto:ministry@thedtic.gov.za).

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****BENAV PROPERTIES PROPRIETARY LIMITED  
AND  
THE BOUGAINVILLE SHOPPING CENTRE****CASE NUMBER: 2023SEP0028**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms, subject to conditions set out below:

1. On 19 September 2023, the Competition Commission ("the Commission") received notice of an intermediate merger whereby Benav Properties (Pty) Ltd ("Benav") intends to acquire the immovable property and the letting enterprise known as the Bougainville Shopping Centre ("Bougainville") and Portion 165 Farm 319 Daspoort (cumulatively referred to as the "Target Property"), as a going concern.

**The parties and their activities**

2. The primary acquiring firm is Benav, a company incorporated in accordance with the laws of South Africa. Benav is controlled in by Rino Properties Proprietary Limited ("Rino Properties"). Benav controls a number of firms in South Africa. Benav and all the firms directly and indirectly controlled by it, will hereinafter be referred to as the "Acquiring Group". The Acquiring Group is a property investment group with a portfolio of properties situated throughout South Africa.
3. The primary target firm is the retail property letting enterprise known as the Bougainville Shopping Centre ("Bougainville") located at 638 Redelinghuys Street, Daspoort, Pretoria, and Portion 165 Farm 319 Daspoort ("Target Property"). The Target Property is wholly owned by Interurban Willowbridge (RF) (Pty) Ltd, a company incorporated in accordance with the laws of South Africa.



### **Competition assessment**

4. The Commission considered the activities of the merging parties and found that the proposed transaction results in a product overlap in the market for the provision of rentable retail space. However, the Commission is of the view that the proposed transaction is unlikely to substantially lessen or prevent competition in any market in South Africa.

### **Public Interest**

5. To address public interest concerns, the parties have tendered commitments to procure cleaning and maintenance services from HDPs or HDP owned firms post-merger. These commitment are included in the conditions attached as **Annexure A** hereto.
6. The proposed transaction does not raise any other public interest concerns.

### **Conclusion**

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

**ANNEXURE A**  
**BENAV PROPERTIES PROPRIETARY LIMITED**  
**AND**  
**THE BOUGAINVILLE SHOPPING CENTRE**

**CASE NUMBER: 2023SEP0028**

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**CONDITIONS**

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**1. DEFINITIONS**

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

1.1.1. **“Acquiring Firm”** means Benav Properties (Pty) Ltd;

1.1.2. **“Approval Date”** means the date on which the Merger is approved by the Commission and as set out in the Commission’s clearance certificate (Notice CC 15);

1.1.3. **“Benav”** means Benav Properties (Pty) Ltd;

1.1.4. **“Bougainville”** means The Bougainville Shopping Centre;

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

1.1.6. **“Commission Rules”** means the Rules for the Conduct of Proceedings in the Commission;

1.1.7. **“Competition Act”** means the Competition Act 89 of 1998, as amended;

- 1.1.8. **“Conditions”** means these conditions, and "Condition" means, as the context requires, any one of them;
- 1.1.9. **“Days”** means any calendar day other than a Saturday, a Sunday or an official public holiday in South Africa;
- 1.1.10. **“HDPs”** means a Historically Disadvantaged Person/s as contemplated in section 3(2) of the Competition Act;
- 1.1.11. **“Implementation Date”** means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
- 1.1.12. **“Merged Entities”** means the Target Firm subject to control of the Acquiring Firm following the Implementation Date;
- 1.1.13. **“Merging Parties”** means the Acquiring Firm and the Target Firms;
- 1.1.14. **“Merger”** means the acquisition of immoveable property and the letting enterprise known as the Bougainville by Benav, as a going concern;
- 1.1.15. **“Reporting Period”** means a period of 60 months after the Implementation Date, or until such time as the Acquiring Firm is no longer the owner of Bougainville, whichever is shorter;
- 1.1.16. **“South Africa”** means the Republic of South Africa;
- 1.1.17. **“Target Firm”** means The Bougainville Shopping Centre.

## CONDITIONS

### 2. PROCUREMENT FROM HDP OWNED SERVICE PROVIDERS

- 2.1. The Acquiring Firm shall for the Reporting Period procure:
- 2.1.1. 100% by value of the day-to-day cleaning services required by Bougainville from an HDP, and/or HDP owned firms; and
- 2.1.2. 50% by value of the annual general maintenance services required at Bougainville from an HDP, and/or HDP owned firms.

### 3. MONITORING OF COMPLIANCE

- 3.1. The Merged Entity shall inform the Commission in writing of the Implementation Date within 5 (five) Days of it becoming effective.

## CONFIDENTIAL

- 3.2. The Merged Entity shall, within 30 (thirty) Days of each anniversary of the Implementation Date and for a period of 5 years (five years), provide to the Commission a report detailing its compliance with the Condition. This report shall be accompanied by an affidavit attested to by a senior official of the Merged Entity, confirming the accuracy of the report.
- 3.3. The Commission may request additional information from the Merging Parties, which the Commission may reasonably deem necessary for the purposes of monitoring the extent of compliance with the Condition.
- 3.4. Any person, including any Employee (and any employees of the Acquiring Firm), who believes that the Merging Parties have not complied with or have acted in breach of the Condition may approach the Commission.

### 4. APPARENT BREACH

- 4.1. In the event that the Commission discovers that there has been an apparent breach of the Condition, this shall be dealt with in terms of Rule 39 of the Rules for the Conduct of Proceedings in the Competition Commission.

### 5. VARIATION

- 5.1. The Merged Entity may at any time, and on good cause shown, apply to the Commission for the Condition to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the Merged Entity's application to the Commission, the Merged Entity may apply to the Tribunal, on good cause shown, for appropriate relief.

### 6. GENERAL

- 6.1. All correspondence in relation to the Condition must be submitted to the following e-mail address: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za).

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****WHP INVESTMENTS, LLC****AND****TM25 HOLDING B.V. & G-STAR RAW C.V.****CASE NUMBER: 2023SEP0036**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

**The Transaction**

1. On 26 September 2023, the Competition Commission ("the Commission") received notice of an intermediate merger whereby WHP Investments, LLC ("WHP") intends to simultaneously acquire ordinary shares in TM25 Holding B.V. ("TM25"), the entity that owns the intellectual property (IP) rights of G-Star RAW C.V. ("G-Star") and operational assets of G-Star. Following completion of the proposed transaction, WHP will exercise sole control over TM25 and joint control over G-Star as envisaged by section 12(2) of the Competition Act No. 89 of 1998, as amended ("Act").

**The parties and their activities**

2. The primary acquiring firm is WHP, a company duly incorporated under the laws of the USA. WHP is controlled by the funds managed and controlled by Oaktree Capital Group, LLC (together with its affiliated investment funds and other entities ("Oaktree")). WHP and all the firms directly and indirectly controlling it, will hereinafter collectively be referred to as the "Acquiring Group". The Acquiring Group is a global entity that acquires, manages and licenses global consumer brands. The Acquiring Group, through WHP, owns brands such as Anne Klein, Bonobos, Joseph Abboud, Joe's Jeans, Isaac Mizrahi, William Rast, Lotto, Toys"R"Us, Babies"R"Us and the Express Brand. WHP also operates WHP+, a digital e-commerce platform for brands, and WHP Solutions, a sourcing agency based in Asia.

3. The primary target firm comprises of (i) TM25 (an entity that owns the intellectual property (IP) rights of G-Star) and (ii) G-Star. G-Star is duly registered under the laws of the Netherlands. G-Star is controlled by Stichting Bluebox Beheer (“Stichting”), a foundation incorporated under the laws of the Netherlands. In South Africa, Saville Holding B.V. directly controls G-Star RAW South Africa (Pty) Ltd (“G-Star SA”). TM25 and G-Star including their subsidiaries will henceforth be collectively referred to as “Target Firm”. The Target Firm is a denim-led apparel company focused on the design, manufacturing and distribution of clothing, footwear and accessories, based in the Netherlands. In South Africa, G-Star only operates 4 (four) outlet stores. Some of the G-Star items are sold through select stores such as Fabiani, Markham, TAPE and XS Denim, as well as direct-to-consumer e-commerce platforms.
4. The Commission found that the merger is unlikely to substantially lessen or prevent competition in any market in South Africa.

#### **Public Interest**

5. To address public interest concerns, the parties tendered remedies that promote the ability of historically disadvantaged persons (HDPs) to participate in and/or expand in markets. In the circumstances, the Commission found that the commitments tendered are substantial and render the merger justifiable on substantial public interest grounds.
6. The proposed transaction does not raise any other public interest concerns.

#### **Conclusion**

7. The Commission therefore approves the proposed transaction subject to the conditions attached in “**Annexure A**” hereto.

## **ANNEXURE A**

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**WHP INVESTMENTS, LLC  
AND  
TM25 HOLDING B.V. & G-STAR RAW C.V.**

**CASE NUMBER: 2023SEP0036**

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**CONDITIONS**

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**1. DEFINITIONS**

- 1.1. The following expressions bear the meaning assigned to them below and cognate expressions bear corresponding meanings:
- 1.1.1. **"Acquiring Firm"** means WHP Investments LLC;
- 1.1.2. **"Approval Date"** means the date referred to on the Commission's merger clearance certificate (Form CC15), being the date on which the Merger is approved in terms of the Competition Act;
- 1.1.3. **"Certified Tailor Programme"** means a programme that consists of tailors, who will be involved in the altering and repairing of G-Star apparel for customers;
- 1.1.4. **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;
- 1.1.5. **"Commission Rules"** means the Rules for the Conduct of Proceedings in the Competition Commission;
- 1.1.6. **"Competition Act"** means the Competition Act, No. 89 of 1998, as amended;
- 1.1.7. **"Conditions"** means the conditions specified in this document;
- 1.1.8. **"Days"** means any calendar day which is not a Saturday, a Sunday or an official public holiday in South Africa. A public holiday shall also include

such days as maybe declared by the President of South Africa in terms of the Public Holidays Act 36 of 1994;

- 1.1.9. **“Employees”** means all the Employees of the Merging Parties, as defined in the LRA, employed as such on the Implementation Date;
- 1.1.10. **“Evergreen Period”** means the period in which the tailors will form part of the Certified Tailor Programme;
- 1.1.11. **“G-Star”** means, G-Star RAW C.V.;
- 1.1.12. **“G-Star SA”** means G-Star Raw South Africa (Pty) Ltd;
- 1.1.13. **“HDP”** means a historically disadvantaged person as defined in section 3(2) of the Competition Act;
- 1.1.14. **“Implementation Date”** means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
- 1.1.15. **“LRA”** means the Labour Relations Act 66 of 1995, as amended;
- 1.1.16. **“Merger”** means the proposed acquisition by the Acquiring Firm of sole control of TM25 and joint control of G-Star;
- 1.1.17. **“Merging Parties”** means collectively the Acquiring Firm and the Target Firm;
- 1.1.18. **“SMEs”** means small and medium businesses, as defined in section 1(1) of the Competition Act;
- 1.1.19. **“Target Firm”** means G-Star Raw C.V.;
- 1.1.20. **“TM25”** means TM25 Holding B.V.;
- 1.1.21. **“Tribunal”** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act; and
- 1.1.22. **“WHP”** means WHP Investments, LLC.

## 2. CONDITIONS

### 2.1. Capital Investment



- 2.1.1. G-Star SA undertakes to incur capital expenditure of at least R 3,900,000 to open a new retail store (approximately 250m<sup>2</sup>) in South Africa within 12 months of the Implementation Date, contingent upon and subject to prevailing market conditions and dynamics, to ensure continued growth of its South African business.
- 2.1.2. G-Star SA will appoint at least 6 (six) employees, the majority of whom shall be HDPs to operate and manage the store contemplated at paragraph 2.1.1 above.

## 2.2. **Certified Tailor Programme**

- 2.2.1. G-Star SA aims to support and develop HDP-owned SMEs that provide tailoring services through its Certified Tailor Programme. During the most recent financial year, G-Star SA spent a certain amount on its Certified Tailor Programme, which included 3 (three) Certified Tailors since the Programme started in 2022.
- 2.2.2. G-Star SA will expand its Certified Tailor Programme with HDP tailor shop owners by at least 2 (two) tailors per year for 4 (four) years from the Implementation Date. This will result in a total of 11 (eleven) tailors at the end of the conditions period. The tailors will form part of the Certified Tailor Programme for an Evergreen Period. G-Star SA will organise, at its own cost, the training of the tailors to acquire the knowhow and skills to work with denim.

## 2.3. **Additional Qualifications Sponsorship**

- 2.3.1. G-Star SA will spend an aggregate R 1,2 million over a period of for 4 (four) years to provide its retail store and corporate office staff with opportunities to gain qualifications for advancement within the organisation or externally.

## 2.4. **Outsourcing of HR Functions**

- 2.4.1. G-Star SA will maintain and where commercially feasible, increase the scope of its outsourcing of its human resources functions to a 100% HDP Firm for a period of 3 (three) years from the Implementation Date.

## 3. **MONITORING**

- 3.1. The Merging Parties shall inform the Commission in writing of the

Implementation Date within 5 (five) Days of it becoming effective.

- 3.2. The Merging Parties shall, within 30 (thirty) Days of each anniversary of the Implementation Date and for a period of 3 (three), provide to the Commission a report detailing its compliance with the Conditions. This report shall be accompanied by an affidavit attested to by a senior official of the Merging Parties, confirming the accuracy of the report.
- 3.3. The Commission may request additional information from the Merging Parties, which the Commission may reasonably deem necessary for the purposes of monitoring the extent of compliance with the Conditions.
- 3.4. Any person, including any Employee (and any employees of the Acquiring Firm), who believes that the Merging Parties have not complied with or have acted in breach of the Conditions may approach the Commission.

#### **4. APPARENT BREACH**

- 4.1. In the event that the Commission discovers that there has been an apparent breach of the Conditions, this shall be dealt with in terms of Rule 39 of the Rules for the Conduct of Proceedings in the Competition Commission.

#### **5. VARIATION**

- 5.1. The Merging Parties may at any time, and on good cause shown, apply to the Commission for the Conditions to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the Merging Parties' application to the Commission, the Merging Parties may apply to the Tribunal, on good cause shown, for appropriate relief.

#### **6. GENERAL**

- 6.1. All correspondence in relation to the Conditions must be submitted to the following e-mail address: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [ministry@thedtic.gov.za](mailto:ministry@thedtic.gov.za)

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****NIKKEL TRADING 392 (PTY) LTD****AND****BRIKOR LTD****CASE NUMBER: 2023MAY0038**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

**Background**

1. On 18 May 2023, the Competition Commission ("the Commission") received notice of an intermediate merger whereby Nikkel Trading 392 (Pty) Ltd ("NT392"), intends to acquire up to 80% of the issued share capital of Brikor Ltd ("Brikor"). Post-merger, Brikor will be controlled by NT392.
2. The primary acquiring firm, NT392, is duly incorporated in accordance with the laws of the Republic of South Africa. NT392 is a holding company for the Mining Division of Que Dee Trading 83 (Pty) Ltd, trading as the Schalk Burger (SA) Group of Companies ("SB(SA)"). SB(SA) is controlled by the Burger Familie Trust, as to 100% shares. NT392 controls several firms within South Africa. NT392 does not have direct shareholding by historically disadvantaged persons ("HDPs").
3. NT392 has several operational subsidiaries, including ARM Andalusite, Tokata Resources, Tokata Coal and Tokata Metals. NT392 holds 60% of the shares in Tokata Coal and Tokata Metals. Siyabonga Holdings, an HDP firm, holds the remaining 40% in each of Tokata Coal and Tokata Metals. Siyabonga Holdings, in turn, has 63% of its shares held by the Black Employee Trust, whose beneficiaries are the black employees of SB(SA), with NT392 holding the remaining 37%.

4. NT392 also operates an andalusite mine, ARM Andalusite, in which it holds 47.5% of the shares and 3 other HDP shareholders collectively hold 27.5%. These are African Rainbow Capital (“ARC”) (20%), Kwena Mining (5%), and Siyabonga Holdings (2.5%).
5. The primary target firm, Brikor, is duly incorporated in accordance with the laws of the Republic of South Africa. Brikor is listed on the Johannesburg Stock Exchange and thus no single shareholder or individual directly or indirectly controls Brikor. However, for the sake of completeness, each of the shareholders that own at least 15% of Brikor’s shares are NT392 (the Acquiring Firm), as to 34.2% and EC Mering, as to 15.39%.
6. Brikor does not have any direct HDP shareholding. Brikor however controls several subsidiaries, some of whom have direct HDP shareholders.

**Description of the transaction**

7. In terms of the proposed transaction, the Acquiring Group intends to acquire up to approximately 80% of the entire issued share capital in Brikor. Currently, the Acquiring Group owns 34.2% of Brikor and it intends to acquire a further 33.6% by virtue of the proposed merger which will result in the Acquiring Group owning up to 68% shares in Brikor.

**Activities of the merging parties**

8. NT392 owns and operates an andalusite mine known as ARM Andalusite in Limpopo. NT392 is further active in contract coal mining, renting out plant hire and equipment, coal trading, and surveying.
9. The Target Firm Brikor manufactures and supplies building and construction materials for low-cost housing, residential, commercial, industrial, civil engineering and infrastructure projects and undertakes limited mining activities. Brikor mines its own clay as a key input into its brick-making process. As part of these mining activities, Brikor also mines limited quantities of coal for its own use in the brick-making process and as a secondary mining output to its core brick-making business.

**Overlapping markets**

10. The Commission considered the activities of the merging parties and found that there is currently no horizontal overlap between the merging parties as they do not offer products or services that can be considered interchangeable. The Commission notes that although both mine thermal coal, the Acquiring Group, through Tokata Coal and Tokata Metals, currently only provides contract mining to third-party thermal collieries as it no longer owns a colliery itself. The merging parties submit that the Acquiring Group managed to mine [CONFIDENTIAL] ktpa of thermal coal from their coal reserves in

2022, but that these reserves have since been depleted. The Acquiring Group further trades some of the coal which they mined from their own reserves as well as from third parties, into the export market.

11. On the other hand, the Target Firm primarily mines clay for its brick-making operations. As coal deposits occur alongside clay in the Target Firm's clay mines, the Target Firm processes the coal and supplies coal into the domestic residual market on an *ad-hoc* basis. The Target Firm supplied [CONFIDENTIAL] ktpa into the domestic residual market during the 2022 financial year. Post-merger, the merging parties intend that the Target Firm will expand its coal mining operations to supply to the domestic residual market and into the export market.

#### *Vertical overlaps*

12. The proposed transaction raises a notional vertical overlap in that the Acquiring Group is involved in the upstream market of contract mining and the Target Firm has coal reserves which it currently mines in-house. The vertical overlap is thus notional in the sense that the Target Firm does not use third party upstream contractors.
13. Further, the Acquiring Group trades thermal coal into the export market whereas the Target Firm has coal deposits. This vertical overlap is notional because the Target Firm only sells small tonnages of the thermal coal on an *ad-hoc* basis into the residual domestic market and has never exported its coal.

#### **Competitive assessment**

14. The Commission considered the notional vertical overlaps set out above and found that these are unlikely to raise vertical concerns.
15. Firstly, apart from its coal reserves, which have been depleted, the Acquiring Group offers its upstream contract mining services to only 2 third-party collieries. One of these two customers submits that the Acquiring Group is contracted for a minority of its requirements and that there are sufficient alternative thermal coal contract miners in the market. The Commission is further of the view that the Acquiring Group may shift its mining services capacity formerly attached to its own reserves to the Target Firm.
16. The merging parties also submit that the Acquiring Group has sufficient capacity and resources to service both Brikor and the above two existing clients and will procure

additional mining equipment and infrastructure to service the operational requirements of Brikor.

17. Further, the Commission found that during the preceding financial year, the Acquiring Group traded only [CONFIDENTIAL] ktpa into the export market whereas the Target Firm sold [CONFIDENTIAL] ktpa to the domestic residual market. These figures indicate that the merged entity will account for less than [CONFIDENTIAL]% in both the export and domestic residual markets. Even if the Target Firm ramps up thermal coal production capacity up to [CONFIDENTIAL] mtpa, as it intends to do within a period of 2 years after implementation date of the proposed transaction, the merged entity will still account for less than [CONFIDENTIAL]% of the export market (if they consider selling all the coal to the export market) or [CONFIDENTIAL]% of the domestic residual market, if they consider selling all of this coal to the domestic residual market.
18. Overall, the Commission finds that input foreclosure is unlikely to arise.
19. Regarding customer foreclosure, the Commission found that the Target Firm does not utilise the services of contract miners. Therefore, the proposed transaction is unlikely to raise customer foreclosure concerns.
20. Given the above, the Commission is of the view that the proposed transaction is unlikely to lead to a substantial prevention or lessening of competition within any relevant market.

### **Public interest**

#### *Effect on employment*

21. The merging parties submit that the proposed transaction will not have any adverse effects on employment as it will not result in job losses but will create employment due to the planned expansion of the Target Firm's activities. The planned expansion of Brikor's mining operations is expected to create [CONFIDENTIAL] permanent positions and a further [CONFIDENTIAL] contract positions after the implementation date of the proposed transaction. Preference will be given to local communities for the recruitment of these employees.
22. The Commission notes the positive public interest benefit from the merger due to planned expansions and increased employment. The parties have agreed to make commitments on job creation conditions to the approval of the merger.

*Effect on a particular sector or region*

23. The merging parties submit that the proposed transaction will enable expanded and improved implementation of both Brikor and its mining subsidiaries' Social and Labour Plans ("SLPs"). Further, post implementation of the proposed transaction, the merger parties plan to invest a further R[CONFIDENTIAL] million into the Grootfontein Mine within 12 months of the implementation date of the proposed transaction. The current SLP participants and beneficiaries as well as local communities and businesses are expected to benefit from the planned further capital investments. The merging parties have also agreed to make these capital expansion plans, conditions to the approval of the merger.

*Effect on small business (B-BBEE)*

24. The merging parties submit that capital investment will create demand for various support services including equipment, transport, rental of support mining vehicles (water tankers, TLBs, graders, staff transport, etc.), housing, subsistence, training, etc. All these benefits will accrue to the local communities. Other benefits include support to local suppliers of ancillary products and services relating to the following 2 (two) initiatives:
- 24.1. *Auxiliary ownership scheme*: whereby community members will be identified to benefit in a rent-to-own project for the equipment and infrastructure that is required for the expansion of the Target Firm's operations.
- 24.2. *Vehicle ownership scheme*: It is envisaged that 4 vehicles will be allocated to supervisors/foremen as dedicated transport to and from work. Ownership of these vehicles will be transferred to the beneficiaries after 3 (three) years.
25. The merging parties have also agreed to the above initiatives on SMMEs being made conditions to the approval of the merger.

*Promotion of a greater spread of ownership by historically disadvantaged persons (HDPs) and workers - section 12A(3)(e) of the Competition Act No. 89 of 1998 (as amended) (the "Act")*

26. NT392 does not have any direct shareholding by HDPs. However, NT392 owns and controls companies that have other HDP shareholders. Similarly, Brikor does not have

any direct shareholdings by HDP shareholders, but it also controls subsidiaries that have HDP shareholders.

27. The merging parties submit that NT392's acquisition of Brikor will result in direct, tangible benefits to HDP shareholders as, pursuant to the merger, Brikor intends to transfer a Mining Right it holds in the Grootfontein Mine into a subsidiary, Kopanela, which is 30% HDP owned. Concurrently, Brikor will make a capex injection of R[CONFIDENTIAL] million into the Grootfontein Mine. The merging parties offered the commitments below as conditions to the approval of the merger:

27.1. Injection of capital expenditure: The Acquiring Group's planned capex injection of up to R[CONFIDENTIAL] million within 12 months after the implementation date of the proposed transaction, will transform Brikor mining assets from producing [CONFIDENTIAL] ktpm to [CONFIDENTIAL] ktpm run of mine to turn the coal mining operations of Brikor into profit.

27.2. Employment creation: As Brikor faces consistent losses due to poor financial results, this could lead to retrenchments if the merger is not approved. However, the committed investments will transform Brikor operations to protect existing employees as well as create [CONFIDENTIAL] permanent and [CONFIDENTIAL] contract employment within the first 12 months after the implementation date of the proposed transaction.

27.3. Supplier development: Within 24 months after the implementation date of the proposed transaction, Brikor will identify members of the local community, through consultation with the Trustees for the time being of the Kopanela Trust, to benefit in a rent-to-own project in respect of back-hoe loaders, graders and water bowsers to be used on site of the mining operations of the Merging Parties. Brikor will also introduce a vehicle ownership scheme for its supervisors/foremen employees of Brikor.

27.4. NT392 will facilitate the transfer of Grootfontein's Mining Rights to Kopanela and concurrently inject R[CONFIDENTIAL] million in its mining operations over a 12 months' period. R[CONFIDENTIAL] million will be for machinery acquisition, R[CONFIDENTIAL] million will be for the commissioning and deployment of new beneficiation plant and R[CONFIDENTIAL] million will be for working capital requirements.

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



**Conclusion**

29. Considering the aforesaid, the Commission approves the merger with the Conditions in **Annexure A.**

**ANNEXURE A**  
**NIKKEL TRADING 392 PROPRIETARY LIMITED**  
**AND**  
**BRIKOR LIMITED**  
**CASE NUMBER: 2023MAY0038**

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**CONDITIONS**

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**1 DEFINITIONS**

The following words shall, unless otherwise stated or inconsistent with the context in which they appear, bear the following meanings:

- 1.1 **"Acquiring Entity"** means Nikkel Trading 392 Proprietary Limited including all its subsidiaries;
- 1.2 **"Approval Date"** means the date referred to on the Commission's merger Clearance Certificate (Form CC15);
- 1.3 **"Auxiliary Machinery Ownership Scheme"** means the scheme that will be implemented by the Acquiring Entity in clause 2.3.1;
- 1.4 **"Breakeven Point"** means the point at which cost and income are equal and there is neither profit nor loss;
- 1.5 **"CapEx"** means the funds utilised to acquire, upgrade and maintain physical assets as referred to in clause 2.1.2.1 and 2.1.2.2, and totalling R[**CONFIDENTIAL**];
- 1.6 **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;
- 1.7 **"Commission Rules"** means the Rules for the Conduct of Proceedings in the Commission;
- 1.8 **"Competition Act"** means the Competition Act 89 of 1998, as amended;
- 1.9 **"Conditions"** means these conditions contained in this Annexure A, agreed to by the Merging Parties and the Commission;
- 1.10 **"Days"** mean any calendar day other than a Saturday, a Sunday or an official public holiday in South Africa;
- 1.11 **"Implementation Date"** means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
- 1.12 **"LRA"** means the Labour Relations Act 66 of 1995, as amended;

- 1.13 **"Member of local community"** means any member of the local community of Duduza, which is the area hosting the community which serves Brikor mining and its brick making operations;
- 1.14 **"Merger"** means the acquisition of control by the Acquiring Entity over the Target Entity;
- 1.15 **"Merging Parties"** means both the Acquiring Entity and the Target Entity;
- 1.16 **"OpEx"** means the operating expenses, including required working capital incurred through normal business operations as referred to in clause 2.1.2.3, and budgeted at R[CONFIDENTIAL];
- 1.17 **"Target Entity"** means Brikor Limited including all its subsidiaries;
- 1.18 **"Tribunal"** means the Competition Tribunal of South Africa;
- 1.19 **"Tribunal Rules"** means the Rules for the Conduct of Proceedings in the Tribunal; and
- 1.20 **"Vehicle Ownership Scheme"** means the scheme that will be implemented by the Acquiring Entity in clause 2.3.2.

## 2 CONDITIONS TO THE MERGER

### 2.1 Investment

- 2.1.1 The Acquiring Entity commits to an investment of R[CONFIDENTIAL] ([CONFIDENTIAL]) ("**Aggregate Amount**") within 12 months following the Implementation Date. The Aggregate Amount will be used post-merger for new machinery, a new beneficiation plant and monthly working capital.
- 2.1.2 In particular, it is anticipated that the Aggregate Amount will be broken down as follows –
- 2.1.2.1 approximate CapEx of R[CONFIDENTIAL] will be used for the acquisition and maintenance of mining machinery within 12 (twelve) months following the Implementation Date;
- 2.1.2.2 approximate CapEx of R[CONFIDENTIAL] will be used to commission and deploy a new beneficiation plant within 12 (twelve) months following the Implementation Date; and
- 2.1.2.3 approximate OpEx of R[CONFIDENTIAL] will be used for working capital until the Breakeven Point is reached. The approximate OpEx referred to in this clause 2.1.2.3 is the estimated and budgeted amount that is subject to

fluctuation (higher or lower) based on the business operations following the Implementation Date.

- 2.1.3 The Acquiring Entity shall be entitled to vary the allocation of the CapEx between the investment categories set out in clauses 2.1.2.1 to 2.1.2.2 above where the demands or needs of the business so require, provided that the aggregate amount of the CapEx is achieved.

## 2.2 **Employment**

Within 12 (twelve) months of Implementation Date, the Merging Parties will create employment of approximately [CONFIDENTIAL] permanent positions and approximately [CONFIDENTIAL] contract positions. Preference for these positions will be given to the local Duduza community.

## 2.3 **Supplier Development**

The Acquiring Entity undertakes to implement (2) two initiatives post-merger namely the Auxiliary Machinery Ownership Scheme and Vehicle Ownership Scheme within 24 (twenty-four) months of the Implementation Date, explained as follows:

### 2.3.1 **Auxiliary Machinery Ownership Scheme**

- 2.3.1.1 In terms of the Auxiliary Machinery Ownership Scheme, Members of the local community will be identified, through consultation with the Trustees for the time being of the Kopanela Trust, to benefit in a rent-to-own project in respect of back-hoe loaders, graders and water bowsers to be used on site of the mining operations of the Merging Parties.
- 2.3.1.2 The Acquiring Entity will finance, maintain and operate the machinery on behalf of the relevant community members, who will rent the machinery to the Merging Parties' mining operations.
- 2.3.1.3 The Acquiring Entity will implement a skills development program to educate participants in the skills to run a small business. The small business development program will focus on relevant topics of the skills development program including, amongst others, cash flow management, equipment maintenance, budgeting and investment.

### 2.3.2 **Vehicle Ownership Scheme**

- 2.3.2.1 In terms of the Vehicle Ownership Scheme, 4 (four) vehicles will be allocated to supervisors/foremen at the Target Entity's mining operations as dedicated transport to and from work.
- 2.3.2.2 The ownership of these vehicles will be transferred to the beneficiaries after 3 (three) years after which the next 4 (four) supervisors/foremen beneficiaries will be allocated vehicles.
- 2.3.2.3 During the initial 3 (three) years, the Acquiring Entity will maintain the vehicles; however, the condition and value of the vehicle will be the responsibility of the allocated driver who will take ownership and receive the benefit after 3 (three) years.

### 2.4 **Transfer of Grootfontein Mining Right to Kopanela Mining**

- 2.4.1 The Acquiring Entity commits to, within 12 (twelve) months of the Implementation Date, take all reasonable actions to facilitate the submission of an application for the transfer of the Grootfontein Mining Right from the Target Entity to its subsidiary, Kopanela Mining (Pty) Ltd, pursuant to Section 11 of the Minerals and Petroleum Resources Development Act, No. 28 of 2002.
- 2.4.2 It is recorded between the Merging Parties that the Target Entity holds a beneficial ownership interest of 70% in Kopanela Mining (Pty) Ltd, with the remaining 30% being owned by a B-BBEE ownership structure; and that the transfer of the Grootfontein Mining Right to Kopanela Mining (Pty) Ltd was a condition of the granting of the said Mining Right to Brikor in July 2021.
- 2.4.3 Without derogating from the generality of clause 2.4.1 above, the Acquiring Entity commits to vote all of its shareholding in the Target Entity in favour of a shareholders' resolution to grant such financial assistance to its subsidiary (Kopanela Mining (Pty) Ltd) as may be required to facilitate a compliant Section 11 application as envisaged in clause 2.4.1.

### 3 **MONITORING COMPLIANCE WITH THE CONDITIONS**

- 3.1 The Merging Parties shall inform the Commission of the Implementation Date within five (5) days of its occurrence.
- 3.2 The Merging Parties shall, within ninety (30) days of each anniversary of the Implementation Date for a period of 2 (two) years, submit an affidavit confirming compliance with the Conditions and provide a suitable and appropriately detailed annual update to the Commission regarding its compliance with the provisions of the Conditions.
- 3.3 The Commission may request additional information from the Merging Parties which is relevant and necessary for the monitoring of compliance with these Conditions.

### 4 **APPARENT BREACH**

Should the Commission receive any complaint in relation to non-compliance with the above Conditions, or otherwise determines that there has been an apparent breach by the Merging Parties of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Commission Rules.

### 5 **VARIATION**

The Merging Parties may at any time, and on good cause shown, apply to the Commission for any of the Conditions to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the Merging Parties' application to the Commission, the Merging Parties may apply to the Tribunal for appropriate relief.

### 6 **GENERAL**

All reporting documents referred to in these Conditions and all correspondence in relation to the Conditions must be submitted to the following e-mail address: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za)

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****FIRSTMILE PROPERTIES JHB HOUSING 2 (PTY) LTD****AND****BUSINESS VENTURE INVESTMENTS NO 1387 (RF) (PTY) LTD; SHANIKE INVESTMENTS NO 87 (RF) (PTY) LTD; SHANIKE INVESTMENTS NO 84 (RF) (PTY) LTD; TORTELLO INVESTMENTS 142 (RF) (PTY) LTD; URBAINÉ TRIUMPH PROPERTIES (PTY) LTD; URBAN LAND PROPERTIES (PTY) LTD; 1 BEACON ROAD (PTY) LTD; SITUATION EAST (PTY) LTD; AND VJD HOLDINGS (PTY) LTD****CASE NUMBER 2023MAY0047**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

1. On 26 May 2023, the Competition Commission ("the Commission") received notice of an intermediate merger whereby Firstmile Properties JHB Housing 2 Proprietary Limited ("Firstmile") intends to acquire 100% of the issued shares in 9 property companies owned by Divercity Urban Property Group Proprietary Limited and Circlevest Securitisation (RF) Proprietary Limited. The property companies being acquired are: Business Venture Investments no 1387 (RF) (Pty) Ltd ("BVI"); Shanike Investments no 87 (RF) (Pty) Ltd ("Shanike 87"); Shanike Investments no 84 (RF) (Pty) Ltd ("Shanike 84"); Tortello Investments 142 (RF) (Pty) Ltd ("Tortello"); Urbaine Triumph Properties (Pty) Ltd ("Urbaine"); Urban Land Properties (Pty) Ltd ("Urban"); 1 Beacon Road (Pty) Ltd ("Beacon"); Situation East (Pty) Ltd ("Situation"); and VJD Holdings (Pty) Ltd ("VJD") (collectively referred to as "the target firms"). Following the implementation of the
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merger, Firstmile will hold 100% of the shares and claims in the target firms and will exercise sole control over the target firms.

2. The primary acquiring firm is Firstmile Properties JHB Housing 2 Proprietary Limited ("Firstmile Properties"), a company incorporated in terms of the laws of the Republic of South Africa. Firstmile Properties is wholly owned and controlled by Lonsa Group, a company incorporated in Mauritius. Lonsa Group controls various companies. Firstmile wholly owns and controls 8 companies in South Africa.
3. Lonsa Group its subsidiaries and all the firms directly and indirectly controlling it, will hereinafter be collectively referred to as the "Lonsa Group" or the "Acquiring Group".
4. Lonsa Group does not have shareholdings by Historically Disadvantaged Persons ("HDPs").
5. The primary target firms are: Business Venture Investments no 1387 (RF) (Pty) Ltd ("BVI"); Shanike Investments no 87 (RF) (Pty) Ltd ("Shanike 87"); Shanike Investments no 84 (RF) (Pty) Ltd ("Shanike 84"); Tortello Investments 142 (RF) (Pty) Ltd ("Tortello"); Urbaine Triumph Properties (Pty) Ltd ("Urbiane"); Urban Land Properties (Pty) Ltd ("Urban"); 1 Beacon Road (Pty) Ltd ("Beacon"); Situation East (Pty) Ltd ("Situation"); and VJD Holdings (Pty) Ltd ("VJD") (collectively referred to as "the target firms")
6. The target firms are controlled by Divercity Urban Property Group Proprietary Limited and Circlevest Securitisation (RF) Proprietary Limited. The target firms do not control any entities and they do not have any HDP shareholdings.

#### **The parties' activities**

7. Firstmile Properties is a property investment and development company with a shareholding in several residential and commercial buildings across South Africa and Zimbabwe. In South Africa, Firstmile Properties is a provider of rentable accommodation. Firstmile Properties owns various properties in Johannesburg located in different areas including Johannesburg Central Business District ("Johannesburg CBD").
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8. The target firms are properties companies that own rentable residential properties comprising of 9 residential apartment blocks with attached retail properties (with individual GLAs of less than 1 200m<sup>2</sup>) located in Johannesburg CBD.

#### **Competition assessment**

9. The Commission considered the activities of the merging parties and found that the proposed transaction results in horizontal overlaps because the acquiring group and the target firms both provide rentable residential property. Further, the activities of the merging parties do not result in any vertical overlaps.
10. The merger parties estimates that the Johannesburg CBD market has a total of 100 000 residential units. The merger parties will have an overall market share of approximately **[CONFIDENTIAL]**, market share accretion of **[CONFIDENTIAL]**. The merger parties submit that the market comprises of a significant number of market participants including City Property known as Octodec, Indluplace Properties Limited, Jozi Housing, Africrest Properties, AFHCO Holdings (Pty) Ltd and numerous others.
11. Considering the above, the Commission is of the view that the proposed transaction is unlikely to substantially prevent or lessen competition in the affected market.

#### **Public interest issues**

##### *Employment*

12. There are no employment concerns arising.

##### *Promotion of greater spread of ownership*

13. The merger parties submit that both the acquiring group and the target firms do not have HDP shareholdings.
14. In order to promote a greater spread of ownership, the merging parties committed to implement an HDP Transaction, within **[CONFIDENTIAL]** of the implementation date.
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The acquiring firm will introduce HDP shareholder/s who will hold a total of **[CONFIDENTIAL]** of the shares in the acquiring firm. The merger parties have agreed to the conditions attached to and marked as **Annexure A**.

15. In addition, the proposed transaction does not raise any other public interest concerns.
16. The Commission approves the proposed merger subject to the attached conditions.

**ANNEXURE A****FIRSTMILE PROPERTIES JHB HOUSING 2 PROPRIETARY LIMITED****AND****BUSINESS VENTURE INVESTMENTS NO 1387 (RF) PROPRIETARY LIMITED****SHANIKE INVESTMENTS NO 87 (RF) PROPRIETARY LIMITED****SHANIKE INVESTMENTS NO 84 (RF) PROPRIETARY LIMITED****TORTELLO INVESTMENTS 142 (RF) PROPRIETARY LIMITED****URBAINE TRIUMPH PROPERTIES PROPRIETARY LIMITED****URBAN LAND PROPERTIES PROPRIETARY LIMITED****1 BEACON ROAD PROPRIETARY LIMITED****SITUATION EAST PROPRIETARY LIMITED****VJD HOLDINGS PROPRIETARY LIMITED****CASE NUMBER: 2023MAY0047**

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**CONDITIONS**

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**1. DEFINITIONS**

1. In this document, the expressions used below will have the appropriate meaning assigned to them and the following expressions will bear the following meaning:

1.1. "**Acquiring Firm**" means Firstmile Properties JHB Housing 2 Proprietary Limited;

1.2. "**Approval Date**" means the date on which the Merger is approved by the Commission in terms of the Competition Act as referred to on the Commission's Merger Clearance Certificate (Form CC 15);

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

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- 1.4. "**Commission Rules**" means the Rules for the Conduct of Proceedings in the Commission;
  - 1.5. "**Competition Act**" means the Competition Act, No. 89 of 1998, as amended;
  - 1.6. "**Conditions**" means the conditions in this **Annexure A**;
  - 1.7. "**Days**" means any calendar day which is not a Saturday, a Sunday or an official public holiday in South Africa;
  - 1.8. "**HDP**" means historically disadvantaged persons, as contemplated in section 3(2) of the Competition Act;
  - 1.9. "**HDP Transaction**" means the Acquiring Group's commitment to transfer a shareholding of no less than **[CONFIDENTIAL]** in the Acquiring Firm to one or more HDPs;
  - 1.10. "**Implementation Date**" means the date on which the Merger is implemented by the Merging Parties;
  - 1.11. "**Merger**" means the acquisition of control by the Acquiring Firm over the Target Firms;
  - 1.12. "**Merging Parties**" means collectively the Acquiring Firm and the Target Firms;
  - 1.13. "**Target Firms**" means Business Venture Investments no 1387 (RF) Proprietary Limited, Shanike Investments no 87 (RF) Proprietary Limited, Shanike Investments no 84 (RF) Proprietary Limited, Tortello Investments 142 (RF) Proprietary Limited, Urbaine Triumph Properties Proprietary Limited, Urban Land Properties Proprietary Limited, 1 Beacon Road Proprietary Limited, Situation East Proprietary Limited, and VJD Holdings Proprietary Limited as more fully described in the Schedules to Form CC4(1);
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1.14. “**Transfer Date**” means the date on which the last of the Primary Target Firms are transferred to the Acquiring Firm; and

1.15. “**Tribunal**” means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act.

## 2. HDP TRANSACTION

2.1. The Acquiring Firm shall, within [**CONFIDENTIAL**] of the Implementation Date, implement the HDP Transaction. In this regard, the Acquiring Firm will, in its sole discretion, determine the identities of the prospective HDP shareholders that will participate in the HDP Transaction as well as the proportion of shares that will be allotted to each such prospective HDP shareholder.

2.2. Prior to the implementation of the HDP Transaction, the Acquiring Firm will provide the Commission with details of the HDP Transaction in writing. These details shall include, but not be limited to, the structure of the HDP Transaction, identities of prospective HDPs, evidence that the prospective participants to the HDP Transaction are HDPs, the proportion of shareholding in the Acquiring Firm that each prospective HDP shareholder will receive and confirmation of whether the HDP Transaction constitutes a merger for the purposes of the Competition Act.

2.3. Within (sixty) 60 Days of receipt of the details of the HDP Transaction, the Commission shall provide its written approval, or any comments or queries to the HDP Transaction, in writing.

2.4. For the avoidance of doubt, the HDP Transaction may not be implemented without the Commission’s written approval.

2.5. For the avoidance of further doubt, to the extent that the HDP Transaction approved by the Commission in writing also constitutes a merger as defined in the Act (and the thresholds for mandatory notification are met), the HDP Transaction can then only be implemented once same has been notified to the Commission as a merger and approved with or without conditions.

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### **3. MONITORING**

- 3.1. The Acquiring Firms shall inform the Commission in writing of the Implementation Date, within 5 (five) Days of its occurrence.
- 3.2. The Acquiring Firm shall, within 10 Days of the date of implementation of the HDP Transaction, submit an affidavit confirming compliance with the Conditions.
- 3.3. The Acquiring Firm shall, on each anniversary of the Approval Date for a period of 36 months, submit a report confirming compliance with these conditions.
- 3.4. Each report submitted in terms of paragraph 3.3 shall be accompanied by an affidavit by a director of the Acquiring Firm confirming the accuracy of the information contained in the report and attesting to compliance with the Conditions.
- 3.5. The Commission may, for the duration of the Conditions, request additional information on compliance with these Conditions.
- 3.6. The Commission may request such additional information from the Merging Parties which the Commission from time to time regards as necessary for the monitoring of compliance with these Conditions.

### **4. APPARENT BREACH**

- 4.1. Should the Commission receive any complaint in relation to non-compliance with the above Conditions, or otherwise determines that there has been an apparent breach by the Merging Parties of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Commission Rules.

### **5. VARIATION**

- 5.1. The Merging Parties may at any time, on good cause shown, apply to the Commission for the Conditions to be lifted, revised, or amended. Should a dispute arise in relation to the variation of the Conditions, the Merging Parties shall apply
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to the Tribunal, on good cause shown, for the Conditions to be lifted, revised, or amended.

## 6. GENERAL

- 6.1. All correspondence in relation to the Conditions must be submitted to the following e-mail addresses: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [ministry@thedtic.gov.za](mailto:ministry@thedtic.gov.za).

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298



**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****ISOWALL GROUP (PTY) LTD  
AND  
AUTOMA MULTI STYRENE LTD (IN BUSINESS RESCUE)****CASE NUMBER: 2023MAY0058**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

**Background**

1. On 4 July 2023, the Competition Commission ("the Commission") received notice of a small merger whereby, Isowall Group (Pty) Ltd ("Isowall") intends to acquire 100% of the issued share capital of Automa Multi Styrene (Pty) Ltd ("Automa").
2. The primary acquiring firm is Isowall, a private company incorporated in South Africa. Growth Capital Partners (Pty) Ltd ("GCP") holds 60% of the total issued share capital in Isowall. The remaining 40% of the shares in Isowall is held by VDT Investments (Pty) Ltd ("VDT"). In addition to Isowall, GCP (directly or indirectly) control various entities in South Africa.
3. Isowall wholly controls Isopanel Manufacturing (Pty) Ltd, Isowall Manufacturing (Pty) Ltd and Isoprojects (Pty) Ltd ("Isoprojects"). Isowall and all its subsidiaries will from hereon be collectively referred to as the "Isowall Group". The overall focus of the Isowall Group is the manufacturing and installation of Isowall sandwich panels, as well as the manufacturing of expanded polystyrene ("EPS") and expanded polypropylene ("EPP") products.
4. The primary target firm is Automa (in Business Rescue) ("Automa"), a privately-owned South African company. Automa is wholly controlled by T Ferguson Family Investment Holdings (Pty) Ltd (in Business Rescue) ("TFFI"). Automa and TFFI are currently in business rescue, which commenced on 5 November 2021. TFFI trades as Dynamic Artistic Solutions ("DAS"). On 09 November 2021, Mr Barry John Du Toit was appointed as the Business Rescue Practitioner (BRP) for both Automa and TFFI. Automa holds 49% of the shares in AMS Packaging

Solutions (Pty) Ltd, a dormant firm. Automa is a manufacturer and supplier of closed cell foam products and insulation boards in EPS, Neopor®, EPP, Pielcelan and Polyphen® fire resistant insulation foam. Automa is the exclusive licensed manufacturer and supplier of polyphen in South Africa.

### **Competition assessment**

5. The Commission's investigation of the proposed transaction found that there is a horizontal relationship between the activities of the merging parties in that both Isowall and Automa are involved in the markets for the manufacturing and supply of EPS and EPP products. In addition, the proposed transaction has a vertical dimension as Automa (the Target Firm) is active in the upstream market for the manufacture and supply of polyphen products whilst Isowall (the Acquirer) is active in the downstream market for the manufacture and supply of insulated panels, which are manufactured using polyphen.
6. The Commission is of the view that the proposed merger is unlikely to raise significant competition concerns and it is unlikely that the merged entity will gain a strong position in the markets for the manufacturing and supply of EPS and EPP products. The Commission found that there are firms that provide similar products/services as those provided by the merging parties.
7. With respect to the vertical relationship between Isowall and Automa, the Commission finds that the merged entity is likely to have the ability and incentives to engage in input foreclosure regarding the polyphen products post-merger. The Commission found that should the merged entity elect to pursue the various input foreclosure strategies available to it post-merger, it will not be constrained by any third party given that there is no other alternative supplier of the polyphen products in South Africa that customers of Automa could viably turn to, post-merger. To address the input foreclosure concerns, the Commission has imposed conditions to ensure that the merging parties continue to supply the polyphen products to existing and future customers as long as Automa/the merged entity remains the exclusive manufacturer and supplier of the polyphen products in South Africa. The merging parties have agreed to this condition.

### **Public Interest considerations**

8. In assessing the likely impact of the proposed transaction on employment, the Commission engaged the employee representatives to obtain their views. The employees of the merging parties are represented by the National Union of Metalworkers of South Africa ("NUMSA") and employee representatives within the companies. NUMSA and the employee representatives

confirmed that the information submitted by the merging parties and did not raise any employment concerns about the proposed transaction.

9. The Commission however found evidence suggesting that the proposed transaction may result in some duplications. The merging parties did not provide an unequivocal statement on the merger's impact on employment such that the Commission found it necessary to approve the proposed transaction subject to an employment condition placing a moratorium on merger-specific retrenchments for a period of 2 (two) years. The merging parties have also agreed to this condition.
10. In addition, there are no other public interest concerns that are likely to result from the proposed transaction.

### **Conclusion**

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

## **ANNEXURE A - CONDITIONS**

**ISOWALL GROUP (PTY) LTD****AND****AUTOMA MULTI STYRENE (PTY) LTD****CASE NO:2023MAY0058**

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**1. DEFINITIONS**

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

- 1.1 **"Approval Date"** means the date referred to on the Commission's Merger clearance certificate;
- 1.2 **"Automa"** means Automa Multi Styrene (Pty) Ltd;
- 1.3 **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;
- 1.4 **"Competition Act"** means the Competition Act, 89 of 1998, as amended;
- 1.5 **"Conditions"** means the Merger conditions included in this Annexure A;
- 1.6 **"Days"** means business days, being any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
- 1.7 **"Implementation Date"** means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
- 1.8 **"Isowall"** means Isowall Group (Pty) Ltd;
- 1.9 **"LRA"** means the Labour Relations Act No. 66 of 1995 (as amended);
- 1.10 **"Merger"** means the proposed acquisition of Automa by Isowall as notified to the Commission under Case No. 2023MAY0058;
- 1.11 **"Merged Entity"** means the combined firm resulting from the Merger between Isowall and Automa;
- 1.12 **"Merging Parties"** means Isowall and Automa;

- 1.13 **"Polyphen Customers"** means all the existing customers of Automa in respect of the Polyphen products as at the Approval Date;
- 1.14 **"Rules"** means the Rules for the Conduct of Proceedings in the Competition Commission and the Rules for the Conduct of Proceedings in the Competition Tribunal;
- 1.15 **"South Africa"** means the Republic of South Africa; and
- 1.16 **"Tribunal"** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act.

## 2. **CONDITIONS TO THE APPROVAL OF THE MERGER**

- 2.1 For as long as Automa remains the licensed manufacturer and holder of the exclusive license agreement with Polyphen International Pty Ltd, a company registered in Australia, as an exclusive manufacturer and supplier of polyphen in South Africa, the Merged Entity undertakes (subject to the terms and conditions of the license agreement) that:
- 2.1.1 Automa will continue to honour the Polyphen Customers' contracts or supply agreements, on the terms and conditions as they exist upon the Implementation Date of the Merger. Insofar as the non-contracted Polyphen Customers are concerned, Automa will continue to supply polyphen on reasonable commercial terms, subject to the availability of raw material and/or exchange rate fluctuations.
- 2.1.2 Automa will continue to manufacture and supply polyphen to Polyphen Customers on terms and conditions that are no less favourable than those conditions that existed between Automa and its Polyphen Customers prior to the Merger, subject to same being on reasonable commercial terms.
- 2.1.3 Automa will not unduly discriminate between the net price, terms and/or conditions charged to different Polyphen Customers. More specifically –
- 2.1.3.1 Automa will continue to supply polyphen of the same quality (subject to the availability of raw material) to the Polyphen Customers, on commercially reasonable and non-discriminatory terms (provided that the Polyphen Customers comply with all applicable requirements and contractual terms and conditions).

### 3. EMPLOYMENT

- 3.1 The Merged Entity shall not retrench any employees in South Africa as a result of the Merger, for a period of 2 (two) years following the Approval Date.
- 3.2 For the sake of clarity, merger-specific retrenchments do not include (i) voluntary retrenchment and/or voluntary separation arrangements; or (ii) voluntary early retirement packages, (iii) unreasonable refusals to be redeployed in accordance with the provisions of the LRA; (iv) resignations or retirements in the ordinary course of business; (v) retrenchments lawfully effected for operational requirements unrelated to the Merger; (vi) terminations in the ordinary course of business, including but not limited to, dismissals as a result of misconduct or poor performance; and (vii) any decision not to renew or extend a contract of a fixed-term third party contract employee or contract with a third party.

### 4. MONITORING OF COMPLIANCE WITH THE CONDITIONS

- 4.1 The Merging Parties shall inform the Commission of the Implementation Date of the Merger within 5 (five) Days of its occurrence.
- 4.2 The Merged Entity shall submit a report to the Commission as and when requested by the Commission, setting out its compliance with clause 2.1 of the Conditions. This report shall be accompanied by an affidavit, attested to by a director or other suitable person of the Merged Entity in South Africa confirming the accuracy of the report.
- 4.3 The Conditions in clauses 2.1 above shall also apply between the Approval Date and the Implementation Date.
- 4.4 The Merged Entity shall provide a copy of the relevant Conditions to all the Polyphen Customers.
- 4.5 The Merged Entity will circulate a copy of the relevant Conditions to their employees, the trade union and employee representatives within five (5) Days of the Approval Date.
- 4.6 As proof of compliance with paragraph 3 above, the Merged Entity must, within five (5) Days of circulating the relevant Conditions as required in paragraph 4.5, submit an affidavit by the Human Resources Manager authorised by, and on behalf of the Merged Entity attesting to the circulation of the Conditions and provide written evidence of such circulation.

- 4.7 The Merging Parties shall submit an affidavit on an annual basis to the Commission within three months after the anniversary of the Implementation Date attesting to the compliance with paragraph 3 above for a period of 2 (two) years.
- 4.8 Any person who believes that the Merger Parties have failed to comply with the Conditions may approach the Commission with their complaint.
- 4.9 The Commission may request any additional information from the Merger Parties which the Commission may require from time to time.

## 5. VARIATION OF CONDITIONS

- 5.1 The Merged Entity may at any time, and on good cause shown, apply to the Commission for any of the Conditions to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the Merged Entity's application to the Commission, the Merged Entity may apply to the Tribunal for appropriate relief.

## 6. APPARENT BREACH

- 6.1 If the Merging Parties appear to have breached the Conditions or if the Commission determines that there has been an apparent breach by the Merging Parties of any of the Conditions, this shall be dealt with in terms of Rule 39 of the Commission Rules read together with Rule 37 of the Tribunal Rules.

## 7. GENERAL

- 7.1 All correspondence concerning these Conditions must be submitted to the following email address: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za).

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****MAIN STREET 1986 PROPRIETARY LIMITED****AND****JACANA CAPITAL PROPRIETARY LIMITED****CASE NUMBER: 2023NOV0004**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

1. On 02 November 2023, the Competition Commission ("the Commission") was notified of an intermediate merger in terms of which Main Street 1986 Proprietary Limited ("MS 1986") intends to acquire **[CONFIDENTIAL]** shares in Jacana Capital Proprietary Limited ("Jacana Capital"). **[CONFIDENTIAL]**
2. The primary acquiring firm is MS 1986, a company incorporated accordance with the laws of South Africa. MS 1986 is jointly controlled by Medu Holdings Proprietary Limited ("Medu Holdings") **[CONFIDENTIAL]** and the Peregrine Trust **[CONFIDENTIAL]**. MS 1986 does not control any other firm.
3. Medu Holdings is a private company registered in accordance with the laws of South Africa. **[CONFIDENTIAL]** Medu Holdings directly and indirectly controls several firms.
4. **[CONFIDENTIAL]**
5. The Peregrine Trust does not have any shareholding held by HDPs. Medu Holdings is held **[CONFIDENTIAL]** by HDPs. Thus, MS 1986 has an HDP shareholding of **[CONFIDENTIAL]** held through Medu Holdings.



6. Main Street 1986 is a newly established company that will hold the investment in the Target Group. The Peregrine Trust is a trust and therefore does not conduct any business activities. Medu Holdings is a private equity manager of a number of funds as well as an investment holding company. Medu Holdings' subsidiaries conduct various activities and on the basis that Medu Holdings already controls the Target Group, the Commission does not consider these activities to be relevant for purposes of the proposed transaction.
7. The primary target firm is Jacana Capital, a private company registered in accordance with the laws of South Africa. Jacana Capital is ultimately controlled by Medu Holdings. Jacana Capital directly and/or indirectly controls several firms. Jacana Capital and all the firms directly and indirectly controlled by it will collectively be referred to as "the Target Group".
8. The Target Group is indirectly controlled by Medu Holdings and **[CONFIDENTIAL]**.
9. The Target Group has various investments which all provide short-term insurance brokerage services.
10. The Commission considered the activities of the merging parties and found that the proposed merger is unlikely to substantially prevent or lessen competition in any market.

### **Public Interest**

#### *Employment*

11. The Commission is of the view that the proposed transaction is unlikely to raise any employment concerns.

#### *The promotion of a greater spread of ownership*

12. When determining the merger's impact on this public interest ground, the Commission had regard to the HDP ownership credentials of Medu Holdings. However, since Medu Holdings is involved in private equity activities, the Commission considered it relevant to also consider the HDP ownership profile of Medu Holdings' investors and investee firms.

13. Given the rationale of the merger, the Commission considers that the conditions tendered by the parties promote a greater spread of ownership as contemplated by the Act.
  
14. The Commission approves the proposed transaction subject to the conditions attached as **Annexure A** hereto.

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**ANNEXURE A**  
**MAIN STREET 1986 PROPRIETARY LIMITED**  
**AND**  
**JACANA CAPITAL PROPRIETARY LIMITED**  
**CASE NUMBER: 2023NOV0004**

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**CONDITIONS**

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**1. DEFINITIONS**

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

- 1.1 **“Acquiring Group”** means all the firms controlled by Medu Holdings (Pty) Ltd;
- 1.2 **“Commission”** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;
- 1.3 **“Commission Rules”** means the Rules for the Conduct of Proceedings in the Commission;
- 1.4 **“Competition Act”** means the Competition Act, No. 89 of 1998, as amended;
- 1.5 **“Conditions”** means these Merger conditions set out in this Annexure A;
- 1.6 **“Days”** means any calendar day that is not a Saturday, Sunday or public holiday in South Africa;
- 1.7 **“HDP”** means a historically disadvantaged person as contemplated in the Competition Act;

- 1.8 **“Implementation Date”** means the date, occurring after the last condition precedent to the transaction is fulfilled or waived, as the case may be, when the Merger is implemented in accordance with its terms;
- 1.9 **“Merged Firm”** means the Target Firm subject to control of MS 1986;
- 1.10 **“Merger”** means the acquisition by MS1986 of the Target Firm;
- 1.11 **“Merging Parties”** means MS 1986 and the Target Firm;
- 1.12 **“MS 1986”** means Main Street 1986 Proprietary Limited; and
- 1.13 **“Target Firm”** means Jacana Capital Proprietary Limited.

## **2. PROMOTION OF HDP OWNERSHIP IN INVESTEE FIRMS**

- 2.1 The Acquiring Group commits that, where feasible, it will for a period of 3 years from the Implementation Date ensure that:
- 2.1.1 Where feasible, MS 1986 will target that any firms in which MS 1986 invests in, will maintain and/or increase their level of ownership by HDPs.

## **3. MONITORING**

- 3.1 Within 5 (five) days after the Implementation Date, the Merging Parties shall notify the Commission in writing of the Implementation Date.
- 3.2 On each anniversary of the Implementation Date for a period 3 (three) years, the Acquiring Group shall provide the Commission with a report outlining the Acquiring Group’s full compliance with clause 2 of these Conditions.
- 3.3 The report referred to in clause 3.2 above shall be accompanied by an affidavit attested to by a senior officer within the Acquiring Group confirming the accuracy of the annual report and full compliance with these Conditions in the 12 months to which the report relates.
- 3.4 The Commission may at any time request additional information from the Merging Parties, which the Commission may reasonably deem necessary for the purposes of monitoring the extent of compliance with the Conditions.

- 3.5 Any person who believes that the Merging Parties have failed to comply with these Conditions may approach the Commission with their complaint. If the Commission determines that there has been an apparent breach by the Merging Parties of these Conditions, the matter shall be dealt with in terms of clause **Error! Reference source not found.** below.

#### 4. VARIATION OF CONDITIONS

The Merging Parties may at any time, and on good cause shown, apply to the Commission for any of the Conditions to be waived or relaxed, including any resultant modification or substitution thereof.

#### 5. APPARENT BREACH

If the Merging Parties appear to have breached the Conditions or if the Commission determines that there has been an apparent breach by the Merging Parties of any of the Conditions, this shall be dealt with in terms of Rule 39 of the Commission Rules.

#### 6. GENERAL

All correspondence concerning these Conditions must be submitted to the following email address: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [ministry@thedtic.gov.za](mailto:ministry@thedtic.gov.za).

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****GREIF INTERNATIONAL HOLDING B.V****AND****IMPACT TOPCO HOLDINGS S.A.S****CASE NUMBER: 2023NOV0044**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

**Background**

1. On 27 November 2023, the Competition Commission ("the Commission") received notice of an intermediate merger whereby Greif International Holding B.V ("Greif International") intends to acquire Impact Topco Holdings S.A.S ("Impact Topco"). Following the implementation of the merger, Greif International will exercise sole control over the Impact Topco.

**Parties and their Activities**

2. The primary acquiring firm is Greif International, a company registered in accordance with the laws of Netherlands. Greif International is controlled by Grief, Inc. Grief International controls Greif South Africa (Pty) Ltd ("Greif SA"), a private company incorporated in accordance with the laws of South Africa.
3. Greif International is active in the supply of industrial packaging products. It produces a variety of products including, small plastic containers, steel, plastic and fibre drums, intermediate bulk containers, reconditioned containers, small plastics, containerboard, uncoated recycled paperboard, coated recycled paperboard, tubes and cores as well as a diverse range of speciality products. Relevant to the proposed transaction is the small plastic containers, broadly called rigid plastic packaging.
4. The primary target firm is Impact Topco, a company incorporated under the laws of France. Impact Topco is controlled by SK Impact Group S.á.r.l. In South Africa, Impact Topco controls IPACKCHEM (Pty) Ltd ("IPACKCHEM SA").

5. The IPACKCHEM Group of companies is involved in the supply of rigid plastic and packaging solutions for different chemicals in liquid form. The company is a manufacturer of blow-moulded packaging solutions serving a broad range of end-markets, which includes crop protection, speciality chemicals and fuels, animal health, and laboratory products among others. In South Africa, IPACKCHEM SA sells rigid plastic packaging with a capacity below 30 litres.

#### **Competition Assessment**

6. The merging parties submitted that they do not have reliable estimated market shares of the market, but relied on The Future of the Global Packaging Sector report, which pronounced that the sector was valued at R22.5 billion in 2020. The Commission found that merged entity will hold a less than 1% market share in the market of rigid plastic packaging.
7. Further, the merged entity will continue to face competition from PolyOak Packaging, Nampak MegaPak, Blow Mould Technology and Karob Plastic and the others. The Commission contacted various stakeholders and none of them raised concerns with the proposed merger.
8. As such, the Commission is of the view that the proposed transaction is unlikely to substantially prevent competition in any market in South Africa.

#### **Public interest**

9. To address the Commission's public interest concerns, the parties tendered a number of commitments including (amongst other) skills development, HDP board representation and procurement from HDP suppliers. These commitments are set out in the conditions set out in **Annexure A** hereto. .
10. The proposed transaction does not raise any other public interest concerns.

#### **Conclusion**

11. The Commission approves the merger subject to the conditions set out in **Annexure A** hereto.

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**ANNEXURE A**

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**GREIF INTERNATIONAL B.V  
AND  
IMPACT TOPCO HOLDINGS S.A.S  
CASE NUMBER: 2023NOV0044**

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**1. DEFINITIONS**

The following expressions shall bear the meaning assigned to them hereunder, and cognate expressions shall have corresponding meanings, namely:

- 1.1. **“Acquiring Firm”** means Greif International B.V.;
- 1.2. **“Approval Date”** means the date the Commission issues a Clearance Certificate;
- 1.3. **“Commission”** means the Competition Commission of South Africa;
- 1.4. **“Commission Rules”** means the Rules for the Conduct of Proceedings in the Competition Commission;
- 1.5. **“Competition Act”** means the Competition Act No 89 of 1998, as amended;
- 1.6. **“Conditions”** means these conditions;
- 1.7. **“Day”** means any business day, being any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
- 1.8. **“Funding Amount”** means an amount of R 3 million (three million rand) to be set aside by the Merging Parties to be disbursed to HDLs under the HDP Funding Initiative over the Funding Period, in accordance with the Conditions;
- 1.9. **“Funding Period”** means a period of up to 5 (five) years;
- 1.10. **“Greif International”** means Greif International B.V., a Dutch company, whose registered office is located at Van Heuven Goedhartlaan 9A, 5e etage 1181LE Amstelveen, the Netherlands, registered with the Trade and Companies Registry under registration number 33065401;
- 1.11. **“Greif South Africa”** means Greif South Africa (Pty) Ltd, a private company incorporated in accordance with the laws of South Africa with registered business address at 19 Martin



- Boulevard, Vanderbijlpark, Sedibeng, Gauteng, 1900 under registration number 1937/009637/07;
- 1.12. “**HDPs**” means historically disadvantaged persons, as contemplated in section 3(2) of the Competition Act;
- 1.13. “**HDP Education Initiative**” means the education initiative to be established by the Merging Parties as per these Conditions;
- 1.14. “**HDPE**” means high density poly ethylene;
- 1.15. “**HDLs**” means learners enrolling in or who are already enrolled in primary, secondary or tertiary education and who fall within the definition of HDPs;
- 1.16. “**Implementation Date**” means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
- 1.17. “**iPackchem South Africa**” means iPackchem (Pty) Ltd a company incorporated in accordance with the laws of South Africa with its registered business address at Cosmo Business Park, 8 Milano Crescent, Malibongwe Drive, Johannesburg, Gauteng under registration number 2014/159875/07;
- 1.18. “**Merger**” means the acquisition of sole control over the Target Firm by the Acquiring Firm;
- 1.19. “**Merging Entity**” means collectively the Acquiring Firm and the Target Firm;
- 1.20. “**Merger Parties**” means the Acquiring Firm and the Target Firm;
- 1.21. “**Platts Price Index**” means the price benchmark services for the plastics industry, commonly used by parties in the market for the supply of plastic packaging which provides verifiable and transparent market information;
- 1.22. “**Target Firm**” means Impact Topco Holdings S.A.S;
- 1.23. “**Target Group**” means all firms directly and indirectly controlled by the Target Firm in South Africa;
- 1.24. “**Tribunal**” means the Competition Tribunal of South Africa; and
- 1.25. “**Tribunal Rules**” means the Rules for the Conduct of Proceedings in the Tribunal; and
- 1.26. “**YES Program**” means the Youth Employment Service Program established by the Department of Trade, Industry and Competition in terms of Government Gazette No. 41866 of 2018.

## **2. EMPLOYMENT**

- 2.1. There shall, following the Approval Date, be no merger specific retrenchments arising from the Merger.
- 2.2. For the sake of clarity, merger-specific retrenchments do not include: (i) voluntary separation arrangements and/or voluntary retrenchments; (ii) voluntary early retirement; (iii) unreasonable refusals to be redeployed in accordance with the provisions of the Labour Relations Act; (iv) resignations or retirements in the ordinary course of business; (v) retrenchments lawfully effected for operational requirements unrelated to the Merger; (vi) terminations in the ordinary course of business, including (but not limited to) terminations as a result of misconduct or poor performance; and (vii) any decision not to renew or extend a contract or a fixed-term third party contract employee or contract with a third party.

## **3. SKILLS DEVELOPMENT**

- 3.1. The Merging Parties commit to an increase in the number of candidates and expenditure in respect of the YES Program which the Merging Parties already implement for their employees. In this regard, the Acquiring Firm commits to increase the number of candidates employed by iPackchem South Africa in terms of the YES Program by an additional 15 candidates (i.e., from 8 to 23 candidates).
- 3.2. The commitment referred to in paragraphs 3.1 above will be in place for 3 (three) years after the Implementation Date.
- 3.3. The additional spend value (over the three-year period) that the Acquiring Firm will commit to for purposes of expanding iPackchem South Africa's YES Program is set out below:
  - 3.3.1 Salaries: R2 250 000 (i.e., 15 graduates multiplied by R50 000 for three years);  
and
  - 3.3.2 Training and membership: R993 600 (i.e., 23 graduates multiplied by R14 400 for three years).
- 3.4. Thus, the Acquiring Firm commits to an aggregate spend value of R3 243 600 in respect of the above commitments.

## **4. HDP BOARD REPRESENTATION**

- 4.1. The Merging Parties commit to appointing a black female non-executive director to the iPackchem South Africa board of directors within 1 (one) year after the Implementation Date.

## 5. LOCAL PROCUREMENT

- 5.1. iPackchem South Africa commits to maintaining the current procurement of HDPE from local suppliers, being an amount of approximately R44 000 000 annually. In addition, the Merging Parties commit to increasing procurement of HDPE locally by no less than 15% (representing an increase of around R6 600 000 in local HDPE procurement) over a 3 (three) year period from the Implementation Date.
- 5.2. The commitment in paragraph 5.1 above is conditional on the Merging Parties being able to source HDPE locally on terms which are no less favourable than the import parity price based on the Platts Price Index, making a reasonable allowance for transport, clearing and freight forwarding costs.

## 6. ENTERPRISE DEVELOPMENT

- 6.1. The Merging Parties commit to identifying an HDP controlled hygiene/cleaning company within 1 (one) year after the Implementation Date and, for 3 (three) years after the Implementation Date, support such identified company by donating at least R125 000 worth of plastic containers to their business annually (or to an alternative HDP controlled business should the identified cleaning company not require such plastic containers).
- 6.2. To further assist the identified cleaning company, the Merging Parties agree to purchase their services on a 'cash on delivery' basis to assist with cash flow.
- 6.3. The Merging Parties shall contract the services of the HDP controlled hygiene/cleaning company to provide services at either of the Merging Parties' premises for at least 3 (three) years.

## 7. EDUCATION INITIATIVE

- 7.1. Within 6 (six) months of the Implementation Date, the Merging Parties shall establish the HDP Education Initiative.
- 7.2. For the avoidance of doubt, if, at the end of the Funding Period, the Funding Amount has not been disbursed in full, any amounts remaining in the HDP Education Initiative shall be disbursed to HDLs in accordance with the Conditions.
- 7.3. To this end, through the HDP Education Initiative, the Merging Parties shall:
- 7.3.1 provide funding for HDLs who enrol in or are currently enrolled and studying at a primary, secondary or higher education institution registered with the Department or Basic Education or the Department of Higher Education & Training, as the case may be;

7.3.2 use its best endeavours to provide funding for HDLs who plan to or are studying in fields allied to the Merging Parties activities; and

7.3.3 disburse the Funding Amount towards registration and tuition fees, student accommodation, study materials, a food and personal care allowance, and where applicable, transport allowance

## **8. MONITORING**

8.1. The Acquiring Firm shall inform the Commission in writing of the Implementation Date of the Merger within 5 (five) Days of its occurrence.

8.2. The Acquiring Firm shall submit an affidavit to the Commission within 1 (one) month after each anniversary of the Implementation Date attesting to its compliance with undertakings set out in clause 2 above.

8.3. The Commission may request such additional information from the Acquiring Firm which the Commission from time to time regards as necessary for the monitoring of compliance with these Conditions.

## **9. APPARENT BREACH**

9.1. An apparent breach by the Acquiring Firm of the Conditions shall be dealt with in terms of Rule 39 of the Commission Rules read together with Rule 37 of the Tribunal Rules.

## **10. VARIATION**

10.1. The Acquiring Firm may at any time, on good cause shown, apply to the Commission for the Conditions to be lifted, revised, amended and/or the time period for fulfilment of the Conditions extended. Should a dispute arise in relation to the variation of the Conditions, the Acquiring Firm shall apply to the Tribunal, on good cause shown, for the Conditions to be lifted, revised, amended and/or the time period for fulfilment to be extended as aforementioned.

## **11. GENERAL**

11.1. All correspondences in relation to the Conditions must be submitted to the following email address: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [ministry@thedtic.gov.za](mailto:ministry@thedtic.gov.za).

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****PUMA ENERGY SOUTH ASIA B.V****AND****MBHE AFRICA POWER (PTY) LTD****CASE NUMBER: 2023OCT0006**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

**Background**

1. On 04 October 2023, the Competition Commission ("Commission") received notice of an intermediate merger whereby Puma Energy South Asia Holdings B. V ("Puma South Asia") intends on acquiring 49.65% of MBHE African Power (Pty) Ltd ("African Power"). Upon implementation of the proposed transaction, Puma South Asia and MBHE Group (Pty) Ltd ("MBHE Group") will jointly control African Power.
2. The primary acquiring firm is Puma South Asia, a company duly incorporated in the Netherlands. Puma South Asia is ultimately controlled by Puma Energy Holdings Pte Ltd ("Puma Holdings"). Puma Holdings and all the firms it controls shall be referred to as the "Acquiring Group".
3. None of the Acquiring Group firms that directly or indirectly control Puma South Asia have any ownership by HDPs.
4. The Acquiring Group is a supplier of refined petroleum products as a wholesaler and retailer. Its operations comprise sales to commercial, aviation and retail customers (the latter through its retail fuel sites).

5. The primary target firm is African Power, a private company duly incorporated in the Republic of South Africa. African Power has a wholly owned subsidiary, namely MBHE O AND M (Pty) Ltd ("MBHE O&M"). African Power also has subsidiaries in other African countries. African Power and all its subsidiaries shall be referred to as the "Target Group".
6. The Target Group does not have any shareholders who are HDPs.
7. The Target Group through African Power and MBHE O&M is a solar photovoltaic solution service provider to commercial customers within various sectors and sites including retail centres, manufacturers, production facilities, hospitals, heavy industry, and the mines. It is an end-to-end service provider that designs, procures, supplies, installs, operates, monitors and maintains on and off-grid solar photovoltaic systems (i.e., solar power generation systems).

#### **Competition Assessment**

8. The Commission found the proposed transaction does not give rise to any overlaps. Accordingly, the Commission concludes that the proposed merger is unlikely to substantially prevent or lessen competition in any market.

#### **Public interest considerations**

9. The Honourable Minister of Trade, Industry and Competition ("Minister"), participated in this merger raising public interest concerns.
10. The Commission found that the parties need to promote a greater spread of ownership. To do so, the merging parties have agreed to implement at least 10% indirect or direct HDP transaction in the target firm within 36 months from the implementation date of the proposed merger.
11. The proposed merger does not raise any public interest concerns.
12. The Commission therefore approves the proposed merger subject to the conditions attached hereto as **Annexure A**.

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**ANNEXURE A****PUMA ENERGY SOUTH ASIA HOLDINGS B.V.****AND****MBHE AFRICAN POWER (PTY) LTD****CASE NUMBER: 2023OCT0006**

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**CONDITIONS**

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**1. DEFINITIONS**

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

- 1.1. **“Acquiring Firm”** means Puma Energy South Asia Holdings B.V.;
- 1.2. **“Approval Date”** means the date on which the Merger is approved by the Commission and as set out in the Commission’s clearance certificate (Notice CC 15);
- 1.3. **“Commission”** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;
- 1.4. **“Commission’s Rules”** means the Rules for the Conduct of Proceedings in the Commission;
- 1.5. **“Competition Act”** means the Competition Act 89 of 1998, as amended;
- 1.6. **“Conditions”** means these conditions;
- 1.7. **“Days”** means any calendar day other than a Saturday, a Sunday or an official public holiday in South Africa;
- 1.8. **“Establishment Period”** means 36 months from the Implementation Date;
- 1.9. **“HDPs”** means a historically disadvantaged person/s as contemplated in section 3(2) of the Competition Act;
- 1.10. **“HDP Transaction”** means a transaction which, if implemented, will result in indirect or direct ownership by HDPs in the Merged Entity of at least 10% shareholding;

- 1.11. **"Implementation Date"** means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
- 1.12. **"Merged Entity"** means the Target Firm, subject to the control of the Acquiring Firm, following the Implementation Date;
- 1.13. **"Merging Parties"** means the Acquiring Firm and the Target Firm;
- 1.14. **"Merger"** means the acquisition of control of the Target Firm by the Acquiring Firm;
- 1.15. **"Puma South Africa"** means Puma Energy South Africa (Pty) Ltd;
- 1.16. **"South Africa"** means the Republic of South Africa;
- 1.17. **"Target Firm"** means MBHE African Power (Pty) Ltd; and
- 1.18. **"Tribunal"** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act.

## CONDITIONS

### 2. RECORDAL

- 2.1. The Acquiring Firm records that, as at the date of these Conditions, it wishes to comply with these Conditions by entering into a HDP Transaction with Puma South Africa by the end of the Establishment Period.

### 3. HDP TRANSACTION

- 3.1. By the end of the Establishment Period, the Merging Parties shall have implemented a HDP Transaction.

### 4. MONITORING OF COMPLIANCE

- 4.1. The Merged Entity shall inform the Commission in writing of the Implementation Date within 5 (five) Days of implementation.
- 4.2. The Merged Entity shall within 5 (five) Days of identifying the relevant HDP in respect of the HDP Transaction inform and provide such relevant information to the Commission as is required in order to satisfy itself that the identified HDP complies with the Conditions insofar as it relates to the HDP Transaction. This information shall include the following:
  - 4.2.1. Details of the proposed HDP Transaction;



- 4.2.2. Sufficient details of the HDPs, as would reasonably be required, to allow the Commission to satisfy itself that firm is a HDP in terms of the Competition Act; and
- 4.2.3. The HDP ownership level in the Merged Entity.
- 4.3. Within 30 (thirty) Days of receipt of the details of the HDP Transaction in 4.2, the Commission shall review and provide the Merger Parties' representatives with any comments or queries in relation to the HDP Transaction, in writing.
- 4.4. For the avoidance of doubt, the HDP Transaction in 4.2 may not be implemented prior to the Commission's written approval, which approval shall not be unreasonably withheld or delayed.
- 4.5. For the avoidance of further doubt, to the extent that the HDP Transaction in 2.1. also constitutes a merger as defined in the Act (and the thresholds for mandatory notification are met), the HDP Transaction can then only be implemented once same has been notified to the Commission as a merger and approved with or without conditions.
- 4.6. Any person who believes that the Merging Parties have not complied with or have acted in breach of the Conditions may approach the Commission.

## **5. BREACH OF CONDITIONS**

- 5.1. Should the Commission receive any complaint in relation to non-compliance with the above Conditions or otherwise determine that there has been an apparent breach of the Condition, this shall be dealt with in terms of Rule 39 of the Commission's Rules.

## **6. VARIATION**

- 6.1. The Merged Entity may at any time, and on good cause shown, apply to the Commission in terms of the Commission Rules for the Condition to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the Merged Entity's application to the Commission, the Merged Entity may apply to the Tribunal, on good cause shown, for appropriate relief.

## **7. GENERAL**

- 7.1. All correspondence in relation to the Conditions must be submitted to the following e-mail address: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [ministry@thedtic.gov.za](mailto:ministry@thedtic.gov.za).

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****TCG HOLDCO C/O ADENIA CAPITAL (V) LP  
AND  
THE COURIER GUY (PTY) LTD****CASE NUMBER: 2023OCT0021**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

1. On 09 October 2023, the Competition Commission ("Commission") received notice of an intermediate merger whereby TCG HoldCo, wholly controlled by Adenia Capital V LP ("AC V"), will acquire the entire shareholding of The Courier Guy (Pty) Ltd ("TCG"). Upon the implementation of the proposed transaction, TCG HoldCo, and in turn AC V, will have sole control of TCG.

**Parties**

2. The primary acquiring firm is TCG HoldCo, a special purpose vehicle to be established for the purposes of the proposed transaction. TCG HoldCo is wholly owned and controlled by AC V. AC V is a limited partnership private equity fund established under the laws of Mauritius.
3. TCG HoldCo has no shareholding by historically disadvantaged persons ("HDPs").
4. The primary target firm is TCG, a private company incorporated in accordance with the laws of South Africa. TCG is controlled by **[CONFIDNETIAL]**.
5. TCG has no shareholding by HDPs.

**Activities***Acquiring Group*

6. The Acquiring Group operates various private equity funds with investments in various sectors including technology media and telecoms; hospitality; manufacturing; business services; textile; agribusiness; healthcare; distribution; retail; renewable energies, and telecoms sectors across the African continent. There are no current investments in any other Courier, Express and Parcel Services (“CEP”) business in South Africa (or elsewhere).

*Target Firm*

7. TCG is a South African based business-to-business (“B2B”), business-to-customer (“B2C”) and customer-to-customer (“C2C”) CEP business. TCG provides the following last-mile services (i) same day courier services, (ii) next day courier services and (iii) other services such as a Courier Butler platform as well as international freight services, whereby documents are collected in South Africa and sent to international destinations. TCG provides its courier service through an owner-driver model in terms of which it outsources the last-mile delivery to subcontractors who own and operate their own vehicles (with TCG branding) (“Owner-Drivers or “subcontractors”).

**Competition Assessment**

8. The Commission considered the activities of the Acquiring Group and target firm and found that the merging parties do not provide products or services which are considered substitutable or interchangeable. The Acquiring Group does not conduct any business activities in CEP services or activities related thereto. There is no existing vertical relationship between the merging parties in South Africa because the merging parties do not supply any products or services to each other. The Commission is therefore of the view that the proposed transaction is unlikely to result in the substantial prevention or lessening of competition in the affected markets.

**Public interest**

9. To address public interest concerns, the parties have tendered employment commitments and the expansion and enhancement of the target firms' owner driver scheme. These commitments render the merger justifiable on substantial public interest grounds.

**Conclusion**

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

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**TCG HOLDCO**  
**AND**  
**THE COURIER GUY PROPRIETARY LIMITED**  
**CASE NUMBER: 2023OCT0021**

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**CONDITIONS**

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**1. DEFINITIONS**

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

- 1.1 **"Acquiring Firm"** means TCG HoldCo;
- 1.2 **"Approval Date"** means the date referred to on the Commission's Merger Clearance Certificate (Form CC 15);
- 1.3 **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;
- 1.4 **"Competition Rules"** means the Rules for the Conduct of Proceedings in the Commission;
- 1.5 **"Competition Act"** means the Competition Act, 89 of 1998, as amended;
- 1.6 **"Conditions"** mean these conditions;
- 1.7 **"Days"** means any calendar day other than a Saturday, a Sunday or an official public holiday in South Africa;
- 1.8 **"HDP"** means a historically disadvantaged person as defined in section 3(2) of the Competition Act;

- 1.9 **"Implementation Date"** means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
- 1.10 **"Independent Contractors Agreement"** means the subcontracting agreement regulating the contractual relationship between TCG and its appointed Owner-Divers;
- 1.11 **"Merged Entity"** means the Target Firm subject to the control of the Acquiring Firm following the Implementation Date;
- 1.12 **"Merger"** means the proposed acquisition by TCG HoldCo of 100% (one hundred percent) of the issued share capital of the Target Firm;
- 1.13 **"Merger Parties"** means the Acquiring Firm and the Target Firm;
- 1.14 **"Owner-Driver"** means an independent subcontractor, appointed by the Target Firm in terms of its owner-driver model, to whom the Target Firm outsources the last-mile delivery component of its courier services within a designated area;
- 1.15 **"Target Firm"** means The Courier Guy Proprietary Limited;
- 1.16 **"TCG"** means The Courier Guy Proprietary Limited; and
- 1.17 **"Tribunal"** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act.

## 2. Appointment of Owner-Divers

- 2.1 The Merged Entity shall appoint a total of **[CONFIDENTIAL]** new Owner-Divers, of which 95% (ninety five percent) shall comprise of HDPs, within a period of 4 (four) years of the Implementation Date. The Merged Entity shall appoint at least **[CONFIDENTIAL]** new Owner-Divers per year for the first 2 (two) years after the

Implementation Date, and at least **[CONFIDENTIAL]** new Owner-Drivers per year for the second 2 (two) years after the Implementation Date.

**3. Investment capital**

- 3.1 Within 4 (four) years of the Implementation Date, the Acquiring Firm shall contribute and/or procure the contribution of investment capital to the Target Firm in the amount of **[CONFIDENTIAL]**.

**4. Employment**

- 4.1 Within 4 (four) years of the Implementation Date, the Merged Entity shall create **[CONFIDENTIAL]** new permanent employment positions at the Target Firm, the majority of which shall be filled by HDPs.

**5. Independent Contractors Agreement**

- 5.1 The Merged Entity shall, within 9 (nine) months of the Implementation Date, ensure that the terms of all Independent Contractors Agreements are amended to reflect the following principles and terms:

**[CONFIDENTIAL]**

- 5.2 For the avoidance of doubt, this clause 5 applies to extant Independent Contractors Agreements as at the Implementation Date, and Independent Contractors Agreements concluded after the Implementation Date.

**6. MONITORING OF COMPLIANCE WITH THE CONDITIONS**

- 6.1 The Merged Entity shall inform the Commission in writing of the Implementation Date within 5 (five) Days of the Implementation Date.
- 6.2 The Merged Entity shall, within 30 (thirty) Days of the Implementation Date, notify all Owner-Drivers of the contents of clause 5 of these Conditions.
- 6.3 The Merged Entity shall, within 40 (forty) Days of the Implementation Date, provide the Commission with an affidavit attested to by a senior official of the Merged



Entity, confirming compliance with the notification obligations in clause 6.2 of these Conditions.

- 6.4 The Merged Entity shall, within 30 (thirty) Days of the period set out in clause 5.1 of these Conditions, provide the Commission with a report detailing its compliance with clause 5 of these Conditions, including all information reasonably required by the Commission to monitor compliance with clause 5 of these Conditions.
- 6.5 The Merged Entity shall, for a period of 4 (four) years, within 30 (thirty) Days of the anniversary of the Implementation Date, provide the Commission with a report detailing its compliance with clauses 2, 3 and 4 of these Conditions, including all information reasonably required by the Commission to monitor compliance with clauses 2, 3 and 4 of these Conditions.
- 6.6 The Commission may request such additional information from the Merger Parties, which the Commission may, from time to time, deem necessary for purposes of monitoring the extent of compliance with these Conditions.

#### **7. APPARENT BREACH**

Should the Commission receive any complaint in relation to non-compliance with the above Conditions, or otherwise determine that there has been an apparent breach of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Commission Rules.

#### **8. VARIATION OF CONDITIONS**

The Merger Parties may, at any time, on good cause shown, apply to the Commission for the Conditions to be lifted, revised, or amended. Should a dispute arise in relation to the variation of the Conditions, the Merger Parties shall apply to the Tribunal, on good cause shown, for the Conditions to be lifted, revised, or amended.

#### **9. GENERAL**

All correspondence concerning these Conditions must be submitted to the following email address: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za).

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****QBS TECHNOLOGY GROUP LTD  
AND  
MAXTEC CONVERGENCE (PTY) LTD****CASE NUMBER: 2023OCT0026**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

**Background**

1. The proposed transaction involves the acquisition of sole control in Maxtec Convergence Proprietary Limited ("Maxtec") by QBS Technology Group Africa Proprietary Limited ("QBS Technology Africa").

**Parties**

2. The primary acquiring firm is QBS, a company incorporated in accordance with the company laws of England and Wales, through a newly incorporated special purpose vehicle, namely QBS Technology Africa a private company incorporated in accordance with the company laws of South Africa. Globally, the acquiring firm is active in the information and communication industry, wholesale of computers, computer peripherals equipment technology company providing a platform for software companies and channel resellers to increase efficiency and growth. However, the acquiring firm is not active in South Africa.
3. The primary target firm is Maxtec, a private company incorporated in accordance with the company laws of South Africa. Maxtec is active in the information technology market specialises in the provision of storage and networking solutions.

**Effect on competition**

4. The Commission considered the activities of the merging parties and found that they overlap in the provision of information technology globally. However, the acquiring firm is not active

in South Africa. In addition, the target firm is a relatively small player in the information technology market in South Africa with a market share of less than 5%.

5. Therefore, the proposed transaction is unlikely to substantially lessen or prevent competition in any market.

#### **Effect on employment**

6. The Commission is of the view that the proposed transaction is unlikely to result in a negative effect on employees as the acquiring is an international firm that does not have employees in South Africa. As such, it is unlikely that the proposed transaction will result in redundancies.

#### **Public interest**

7. To address the merger's reduction of the level of shareholding held by historically disadvantaged persons ("HDPs") in the target firm, the merging parties have committed to concluding an HDP transaction. The HDP transaction will result in at least 51% of the shareholding in the target firm being held by HDPs.
8. The proposed transaction does not raise any other concerns.
9. The proposed transaction is approved subject to the conditions attached as **Annexure A** hereto.

**ANNEXURE A****QBS TECHNOLOGY GROUP LIMITED****AND****MAXTEC CONVERGENCE PROPRIETARY LIMITED****CASE NO: 2023OCT0026**

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**CONDITIONS**

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**1. DEFINITIONS**

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

1.1.1. **"Acquiring Firm"** means QBS Technology Group Limited;

1.1.2. **"Approval Date"** means the date referred to on the Commission's Merger Clearance Certificate (Form CC 15);

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

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

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

1.1.6. **"Conditions"** means these conditions, and "Condition" means, as the context requires, any one of them;

1.1.7. **"Days"** means any calendar day other than a Saturday, a Sunday or an official public holiday in South Africa;

1.1.8. **"HDPs"** means historically disadvantaged persons as contemplated by the Competition Act No. 89 of 1998 (as amended);

- 1.1.9. **“HDP Transaction”** means the acquisition by HDP shareholders of 30% of the issued share capital of QBS 2 (which will own 100% of the Target Firm) and the acquisition by HDP shareholders of a further 30% of QBS 1 (which will own 70% of QBS2), all of which will amount to an effective 51% of the shareholding of the Target Firm by HDP shareholders measured using the Flow-Through;
- 1.1.10. **“Implementation Date”** means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
- 1.1.11. **“Merger”** means the acquisition of sole control of the Target Firm by the Acquiring Firm;
- 1.1.12. **“Merging Parties”** means the Acquiring Firm and the Target Firm;
- 1.1.13. **“Maxtec”** means Maxtec Convergence Proprietary Limited,
- 1.1.14. **“QBS Africa”** means QBS Technology Group Africa Proprietary Limited;
- 1.1.15. **“QBS 1”** means QBS Technology Group Africa 1 Proprietary Limited;
- 1.1.16. **“QBS 2”** means QBS Technology Group Africa 2 Proprietary Limited;
- 1.1.17. **“South Africa”** means the Republic of South Africa;
- 1.1.18. **“Target Firm”** means Maxtec Convergence Proprietary Limited;
- 1.1.19. **“Tribunal”** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act; and
- 1.1.20. **“Tribunal Rules”** means the Rules for the Conduct of Proceedings in the Tribunal.

## CONDITIONS

### 2. HDP Transaction

- 2.1. With effect from the Implementation Date, QBS Africa will implement an HDP Transaction to introduce HDP shareholding into Maxtec.
- 2.2. The conclusion of the HDP transaction will ensure a minimum of 51% of the effective shareholding of the Target Firm will be held by HDP shareholders.

### 3. MONITORING OF COMPLIANCE WITH THE CONDITIONS

- 3.1. The Acquiring Firm shall inform the Commission in writing of the Implementation Date within 5 (five) Days of it becoming effective.
- 3.2. Prior to the implementation of the HDP Transaction, the Acquiring Firm will provide the Commission with details of the HDP Transaction in writing. These details shall set out:
  - 3.2.1. the structure of the HDP Transaction;
  - 3.2.2. the identities of the HDP shareholder/s;
  - 3.2.3. evidence that the prospective participants to the HDP Transaction are HDPs.
  - 3.2.4. the proportion of shareholding in the Acquiring firm that each prospective HDP shareholder(s) will receive; and
  - 3.2.5. confirmation of whether the HDP Transaction constitutes a merger for the purposes of the Act.
- 3.3. For the avoidance of doubt, the HDP Transaction may not be implemented without the Commission's written approval. The Commission will provide its written decision within 30 Days of written notification, or such other period as may be agreed in writing.
- 3.4. The Acquiring Firm shall, on the first anniversary of the Implementation Date, submit a report confirming compliance with the condition in clause 2.
- 3.5. The report submitted in terms of paragraphs 3.3 shall be accompanied by an affidavit deposed to by a senior official of the Acquiring Firm, confirming the accuracy of the information contained in the report and attesting to compliance with the Conditions.
- 3.6. The Commission may request any additional information from the Merging Parties, which the Commission from time to time may deem necessary for purposes of monitoring the extent of compliance with these Conditions.

### 4. APPARENT BREACH

- 4.1. Should the Commission receive any complaint in relation to non-compliance with the above Conditions, or otherwise determines that there has been an apparent breach by the Merging Parties of these Conditions, the breach shall be dealt with in terms of Rule 37 of the Tribunal Rules read together with Rule 39 of the Commission Rules.

## 5. VARIATION

- 5.1. The Merger Parties and/or the Commission may at any time, and on good cause shown, apply to the Commission for any of the Conditions to be waived, amended or relaxed. Should a dispute arise in relation to the variation of the Conditions, the Merger Parties may apply to the Tribunal, on good cause shown, for the Conditions to be lifted, revised, or amended.

## 6. GENERAL

- 6.1. All correspondence in relation to the Conditions must be submitted to the following e-mail addresses: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [ministry@thedtic.gov.za](mailto:ministry@thedtic.gov.za).

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****VANTIVA S.A.****AND****HOME NETWORKS DIVISION OF COMMSCOPE HOLDINGS COMPANY, INC.'S****CASE NUMBER: 2023OCT0039**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

1. On 18 October 2023, the Competition Commission received notice of an intermediate merger wherein Vantiva S.A. ("Vantiva") intends to acquire the Home Networks Division of CommScope Holdings Company, Inc.'s ("Target Business") from CommScope Holdings Company In ("CommScope"). Post-merger, Vantiva will exercise sole control of the Target Business.
2. The primary acquiring firm is Vantiva, a firm incorporated in accordance with the laws of France. Vantiva is a publicly traded company listed on EURONEXT (Paris) and as such it is not controlled by any individual firm.
3. Vantiva does not, directly or indirectly, control any firms in South Africa.
4. Vantiva does not have any shareholding held by any historically disadvantaged persons ("HDPs").
5. Vantiva manufactures and distributes digital media solutions. In South Africa, Vantiva does not have any operations. It does not have assets or derive any revenue in South Africa.
6. The primary target firm is the Target Business. The Target Business is controlled by CommScope, a public firm incorporated in accordance with the laws of the United States of America and is listed on the Nasdaq Stock Market.



7. In South Africa, the Target Business comprises of ARRIS South Africa Proprietary Limited ("ARRIS SA") The merging parties submit that the Target Business does not have any shareholding held by HDPs.
8. The Target Business, through ARRIS SA, is active in the distribution of set-top boxes (i.e., television decoders) in South Africa.

#### **Competition assessment**

9. The proposed transaction is unlikely to substantially prevent or lessen competition in any market as Vantiva is not active in South Africa.

#### **Public interest**

10. To address public interest, the merging parties proposed conditions that facilitate the participation of firms owned by HDPs in the relevant value chains.
11. The Commission approves the proposed transaction with conditions. See **Annexure A**.

**ANNEXURE A**  
**VANTIVA S.A.**  
**AND**  
**COMMSCOPE HOLDING COMPANY, INC.'S HOME NETWORKS DIVISION**  
**CASE NUMBER: 2023OCT0039**

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**CONDITIONS**

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**1 DEFINITIONS**

- 1.1 The following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings, namely:
- 1.1.1 **"Act"** means the Competition Act No. 89 of 1998 (as amended);
- 1.1.2 **"Acquiring Firm"** means Vantiva S.A.;
- 1.1.3 **"Approval Date"** means the date referred to in the Commission's merger clearance certificate (Form CC 15);
- 1.1.4 **"ARRIS South Africa"** means Arris South Africa Proprietary Limited;
- 1.1.5 **"Commission"** means the Competition Commission of South Africa;
- 1.1.6 **"Commission Rules"** means the Rules for the Conduct of Proceedings in the Competition Commission;
- 1.1.7 **"Conditions"** means these conditions;
- 1.1.8 **"Customer Contract"** means the master development and supply agreement entered into between, *inter alia*, **[CONFIDENTIAL]**;
- 1.1.9 **[CONFIDENTIAL]**;
- 1.1.10 **"Days"** mean business days in South Africa;
- 1.1.11 **[CONFIDENTIAL]**;
- 1.1.12 **"HDPs"** means historically disadvantaged persons, as contemplated in section 3(2) of the Act, and **"HDP Owned"** and **"HDP Ownership"** will have the corresponding meaning;

- 1.1.13 **"Implementation Date"** means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
- 1.1.14 **"Logistics Arrangement"** means the commercial relationship in place between **[CONFIDENTIAL]**
- 1.1.15 **"Manufacturing and Supply Agreement"** means the manufacturing and supply agreement entered into between **[CONFIDENTIAL]**
- 1.1.16 **"Merger"** means the acquisition of control of the Home Networks Division of CommScope Inc. by the Acquiring Firm, which constitutes an intermediate merger;
- 1.1.17 **"Merging Parties"** means the Acquiring Firm and the Target Firm;
- 1.1.18 **"Target Firm"** means the Home Networks Division of CommScope Inc.;
- 1.1.19 **"Tribunal"** means the Competition Tribunal of South Africa.

## 2 CONDITIONS TO THE APPROVAL OF THE MERGER

- 2.1 In order to further enhance participation by HDPs in the South African supply chain:
- 2.1.1 In the event that the Manufacturing and Supply Agreement is terminated in accordance with its terms and the Customer Contract remains in force, ARRIS South Africa will target to appoint a South African manufacturing partner which is HDP Owned to supply ARRIS South Africa with the same or similar services contemplated under the Manufacturing and Supply Agreement. The appointment will be made in ARRIS South Africa's sole discretion.
- 2.1.2 Within 1 (one) year of the Implementation Date, ARRIS South Africa, consistent with the terms of the Manufacturing and Supply Agreement, will engage with **[CONFIDENTIAL]** with a view to **[CONFIDENTIAL]** identifying more opportunities within **[CONFIDENTIAL]** value chain to source products and/or services, that are currently sourced within South Africa, from HDP suppliers, insofar as such products and/or services are required under the Manufacturing and Supply Agreement.
- 2.1.3 Within 1 (one) year of the Implementation Date, ARRIS South Africa will engage with its current logistics service provider, **[CONFIDENTIAL]** with a

view to agreeing with **[CONFIDENTIAL]** that it will improve its HDP Ownership within 2 (two) years of the Implementation Date.

2.1.4 In the event that **[CONFIDENTIAL]** is unable to improve its HDP Ownership within 2 (two) years of the Implementation Date or the Logistics Arrangement is terminated, ARRIS South Africa will appoint a South African logistics partner that is HDP Owned to supply ARRIS South Africa with the same or similar services contemplated under the Logistics Arrangement. The appointment will be made in ARRIS South Africa's sole discretion.

2.1.5 Within 1 (one) year of the Implementation Date, ARRIS South Africa will (consistent with the terms of the Manufacturing and Supply Agreement, the Customer Contract, the Logistics Arrangement, and any other related contracts in place with ARRIS South Africa) identify and appoint a South African warehousing partner or similar logistics partner that is HDP Owned to supply ARRIS South Africa with local warehousing services.

### 3 MONITORING COMPLIANCE WITH THE CONDITIONS

3.1 ARRIS South Africa shall inform the Commission in writing of the Implementation Date within 5 (five) Days of the Implementation Date.

3.2 Following the Implementation Date, ARRIS South Africa will submit a compliance report within 15 Days of the end of every quarter to the Commission in respect of compliance with clauses 2.1.2, 2.1.3, and 2.1.5 above. The compliance report will need to set out the steps taken by ARRIS South Africa to give effect to clauses 2.1.2, 2.1.3 and 2.1.5. If any agreements/addenda (if applicable) have been executed in respect of the arrangements contemplated under these clauses, then such agreements/addenda are to be submitted as part of the compliance report. The compliance report shall be accompanied by an affidavit, attested to by a director of ARRIS South Africa, confirming the accuracy of the compliance report. In line with the provisions of clauses 2.1.2, 2.1.3, and 2.1.5 above, this compliance obligation will terminate on the 2 (second) anniversary date of the Implementation Date.

- 3.3 In the event of termination of the Manufacturing and Supply Agreement or the Logistics Arrangement, ARRIS South Africa will inform the Commission of such termination within 20 (twenty) Days of such termination date and will submit a compliance report to the Commission within 60 Days of such termination date detailing the steps undertaken by ARRIS South Africa to comply with clause 2.1.1 or 2.1.4 above, as applicable. This compliance report shall be accompanied by an affidavit, attested to by a director of ARRIS South Africa, confirming the accuracy of the compliance report.

#### 4 APPARENT BREACH

- 4.1 Should the Commission receive any complaint in relation to non-compliance with the above Conditions, or otherwise determine that there has been an apparent breach by the Merging Parties of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Commission Rules.

#### 5 VARIATION OF THE CONDITION

- 5.1 The Merging Parties may at any time, on good cause shown, apply to the Commission for the Conditions to be lifted, revised, or amended. Should a dispute arise in relation to the variation of the Conditions, the Merging Parties shall apply to the Tribunal, on good cause shown, for the Conditions to be lifted, revised, or amended.

#### 6 GENERAL

- 6.1 All correspondence in relation to these conditions must be submitted to the following e-mail addresses: mergerconditions@compcom.co.za and ministry@thedtic.gov.za.

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****RED DISA INVESTMENTS PROPRIETARY LIMITED****AND****WESTERN PROVINCE PROFESSIONAL RUGBY PROPRIETARY LIMITED****CASE NUMBER: 2023OCT0060**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

1. On 26 October 2023, the Competition Commission ("Commission") received notice of an intermediate merger wherein Red Disa Investments Proprietary Limited ("RDI") intends to acquire 71.5% of the total issued share capital of Western Province Professional Rugby Proprietary Limited ("WPPR"). Upon implementation of the proposed merger, RDI will exercise sole control of WPPR.

***Parties and activities***

2. The primary acquiring firm is RDI and is jointly controlled by (i) Ardagh Glass Packaging Group Africa Proprietary Limited ("Ardagh") with 50% shareholding; and Fynbos Ekwiteit Proprietary Limited ("Fynbos") with 50% shareholding. RDI is a special-purpose vehicle created for the purpose of the proposed transaction and does not have any activities.
3. Ardagh is 88.35% controlled by Ardagh Packaging Holdings Africa Proprietary Limited ("Ardagh Holdings"). Ardagh Holdings is ultimately controlled by Ardagh Group S.A.
4. The merging parties submit that Ardagh has shareholding by historically disadvantaged persons ('HDPs').

5. Ardagh is active in the manufacturing and sale of packaging, in particular glass packaging products (such as beverage bottles and glass jars), and metal packaging. In South Africa, Ardagh SA manufactures and sells glass packaging products.
6. Fynbos is controlled by Limietberg Beleggings (RF) (Pty) Ltd which is jointly controlled by Kalander Kapitaal (Pty) Ltd (“Kalendar”) and Fynbos Kapitaal (Pty) Ltd (Fynbos Kapitaal). The parties indicate that Fynbos does not have any HDP shareholding.
7. Fynbos does not control any firms.
8. Fynbos is an investment holding company with investments in the financial sector.
9. RDI, all firms directly and indirectly controlled by Ardagh Group S.A, Kalendar and Fynbos Kapitaal are herein forth collectively referred to as the “Acquiring Group”.
10. The primary target firm is WPPR, a firm incorporated in accordance with the laws of South Africa. WPPR is currently wholly owned by Western Province Rugby Football Union (“WPRFU”), a voluntary rugby union formed under the jurisdiction of the South African Rugby Union (“SARU”) which is controlled by the clubs that make up its membership.
11. WPPR does not directly or indirectly control any firm. The parties indicate that WPPR does not have any shareholding held by HDPs.
12. WPPR is active in the management of professional rugby, and specifically, promotes and manages the DHL Western Province and Stormers rugby teams. In addition, WPPR is active in the hosting of professional rugby games.

### ***Competition analysis***

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

### **Public interest**

14. To address the risk of post-merger retrenchments, the parties have agreed to a moratorium of 24 months on any merger related retrenchments. The parties have also agreed that the WPPR will continue to adhere to the settlement agreement

concluded between it and one the Sport Employees Unite trade union, at the Commission for Conciliation, Mediation and Arbitration.

15. The proposed transaction does not raise other public interest issues.

**Conclusion**

16. The merging parties approve the proposed transaction subject to conditions. See **Annexure A.**



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**ANNEXURE A**  
**RED DISA INVESTMENTS (PTY) LTD**  
**AND**  
**WESTERN PROVINCE PROFESSIONAL RUGBY (PTY) LTD**  
**CASE NUMBER: 2023OCT0060**

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**CONDITIONS**

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**1. DEFINITIONS**

1.1. The following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings –

- 1.1.1. **“Act”** means the Competition Act, No. 89 of 1998 (as amended);
- 1.1.2. **“Approval Date”** means the date on which the Merger is approved by the Commission and as set out in the Commission’s clearance certificate (Notice CC 15);
- 1.1.3. **“CCMA”** means the Commission for Conciliation, Mediation and Arbitration;
- 1.1.4. **“CCMA Settlement”** means the CCMA settlement agreement concluded between SEU and WP Rugby on 13 November 2023;
- 1.1.5. **“Commission”** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Act;
- 1.1.6. **“Conditions”** means the conditions set out herein;
- 1.1.7. **“Days”** means any calendar day other than a Saturday, a Sunday or an official public holiday in South Africa;
- 1.1.8. **“Employee”** means any employee (as contemplated by the LRA) of WPPR as at the Implementation Date;
- 1.1.9. **“Implementation Date”** means date occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;

- 1.1.10. **“Job Evaluation Committee”** means the committee to be established in terms of the CCMA Settlement;
- 1.1.11. **“LRA”** means the Labour Relations Act, No. 66 of 1995, as amended;
- 1.1.12. **“Merged Entity”** means WPPR under the control of RDI post-Merger;
- 1.1.13. **“Merger”** means the global acquisition by the RDI of control over WPPR;
- 1.1.14. **“Merging Parties”** means RDI and WPPR;
- 1.1.15. **“Moratorium Period”** means the period of 2 (two) years following the Implementation Date as well as the period between the Approval Date and the Implementation Date;
- 1.1.16. **“RDI”** means Red Disa Investments (Pty) Ltd;
- 1.1.17. **“SEU”** means Sport Employees Unite, a registered Trade Union registered in terms of the LRA under registration number LR2/6/2/2766;
- 1.1.18. **“Tribunal”** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Act;
- 1.1.19. **“WPPR”** means Western Province Professional Rugby (Pty) Ltd;
- 1.1.20. **“WPRFU”** means the Western Province Rugby Football Union; and
- 1.1.21. **“WP Rugby Group”** means WPPR and WPRFU, acting together.

## 2. EMPLOYMENT

- 2.1. The Merged Entity shall not effect any involuntary retrenchments as a result of the Merger during the Moratorium Period.
- 2.2. For the sake of clarity, involuntary retrenchments as a result of the Merger for purposes of these Conditions will not include (i) voluntary separation arrangements; (ii) voluntary early retirement packages; (iii) unreasonable refusals to be redeployed in accordance with the provisions of the LRA; (iv) resignations or retirements in the ordinary course of business; (v) retrenchments lawfully effected for operational requirements unrelated to the Merger; and (vi) terminations in the ordinary course of business, including but not

limited to, dismissals as a result of misconduct or poor performance.

### **3. CCMA SETTLEMENT**

- 3.1. In terms of the CCMA Settlement the parties thereto agreed that a “job evaluation” must be conducted for the employees of WPPR, and that a Job Evaluation Committee must be established on or before 30 March 2024, as set out in Annexure B.
- 3.2. The Merged Entity acknowledges that WPPR remains bound by the terms of the CCMA Settlement following the Implementation Date.
- 3.3. The Merged Entity undertakes to ensure that WPPR complies with the terms of the CCMA Settlement and exercises its best endeavours to ensure that all obligations under the CCMA Settlement are met.

### **4. MONITORING OF COMPLIANCE WITH THE CONDITIONS**

- 4.1. The Merged Entity shall inform the Commission in writing of the Implementation Date within 5 (five) Days of it becoming effective.
- 4.2. The Merging Parties shall circulate a copy of the Conditions to their employees in South Africa via their respective representatives within 5 (five) Days of the Approval Date.
- 4.3. As proof of compliance thereof, the Merging Parties shall within 10 (ten) Days of circulating the Conditions, provide the Commission with an affidavit by a director employed by each of the Merging Parties attesting to the circulation of the Conditions and attach a copy of the notice sent.
- 4.4. The Merged Entity shall submit an affidavit to the Commission within 5 (five) Days after the anniversary of the Implementation Date and for a period of 2 (two) years, to the Commission, confirming compliance with clause 2 of the Conditions.
- 4.5. The Merged Entity shall submit an affidavit to the Commission within 5 (five) Days after the establishment of the Job Evaluation Committee, confirming compliance with clause 3 of the Conditions.
- 4.6. These affidavits must be deposited to by a director of the Merged Entity.
- 4.7. Any person including any employee of either of the Merging Parties who believes that the Merging Parties have not complied with or have acted in breach of the Conditions

may approach the Commission.

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

**5. APPARENT BREACH**

Should the Commission receive any complaint in relation to non-compliance with the above Conditions, or otherwise determines that there has been an apparent breach by the Merging Parties of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Commission Rules.

**6. VARIATION**

The Merging Parties may at any time, on good cause shown, apply to the Commission for the Conditions to be lifted, revised, or amended. Should a dispute arise in relation to the variation of the Conditions, the Merging Parties shall apply to the Tribunal, on good cause shown, for the Conditions to be lifted, revised, or amended.

**7. GENERAL**

All correspondence in relation to these Conditions must be submitted to the following e-mail address: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [ministry@thedtic.gov.za](mailto:ministry@thedtic.gov.za).

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

ANNEXURE A



SETTLEMENT AGREEMENT

IN THE COMMISSION FOR CONCILIATION, MEDIATION AND ARBITRATION

WBCT Case Number: 13992-23  
WBCT

In the dispute between: SEU obo Members (Applicant)

And Western Province Rugby Group (Respondent)

The undersigned parties record the settlement of their dispute in the following terms. By signing this agreement, the parties acknowledge that the agreement was read to them and interpreted (where necessary) and that they understand the content hereof. This agreement is in full and final settlement of the dispute referred to the CCMA as well as in full settlement of all statutory payments due to the applicant as reflected at paragraph 5 of this agreement (where no statutory payments are due and owing to the applicant it shall be specified at paragraph 6 of the agreement).

1.  REINSTATEMENT

- 1.1 The respondent agrees to reinstate the applicant on the same terms and conditions of employment which governed the employment relationship prior to the dismissal dated ..... (date)
- 1.2 The said reinstatement is to operate retrospectively with effect from ..... (date)
- 1.3 As a result of the retrospective effect of the reinstatement, the respondent agrees to pay remuneration due to the applicant in the amount of R ..... by no later than ..... (date)
- 1.4 The applicant must report for duty on ..... (date) at ..... (time) at ..... (place)

2.  RE-EMPLOYMENT

- 2.1 The respondent agrees to re-employ the applicant with effect from ..... (date)
- 2.2 The applicant must report for duty on ..... (date) at ..... (time) at ..... (place)
- 2.3 The re-employment will be on the same terms and conditions of employment which governed the employment relationship prior to the dismissal unless specifically set out hereunder: .....

3.  MONETARY SETTLEMENT

- 3.1 The respondent agrees to pay the applicant the amount of R ..... by no later than ..... (date)
- 3.2 The amount in paragraph 3.1 is inclusive of statutory payments due to the applicant unless specifically excluded in terms of paragraph 6 below.
- 3.3 In the event that the parties agree to settle the amount in instalments, the following plan is agreed with the specific understanding that the entire amount will become due and payable to the applicant on the first payment date if the respondent fails to meet its obligations to pay the applicant the specified amount on any date set out hereunder:

R	On	R	on
R	On	R	on

3.4 Method of payment

Cash / cheque(s) will be collected by the applicant at the respondent's premises.

Payment(s) will be deposited by the respondent into the applicant's bank account:

Branch code: \_\_\_\_\_ Bank: \_\_\_\_\_  
Account number: \_\_\_\_\_

*[Handwritten signatures and initials on the left margin]*

**4. AGREEMENT ARISING OUT OF NMWA, BCEA AND WRITTEN UNDERTAKINGS OR COMPLIANCE ORDERS**

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**5. BREAKDOWN OF THE AMOUNT REFLECTED AT PARAGRAPH 3.1**  
 The amount reflected at paragraph 3.1 above is inclusive of statutory payments as reflected below

<input type="checkbox"/> Outstanding wages / salary	R.....	<input type="checkbox"/> Severance pay	R.....
<input type="checkbox"/> Notice pay	R.....	<input type="checkbox"/> Leave pay	R.....
<input type="checkbox"/> Overtime	R.....	<input type="checkbox"/> Other (please specify)	R.....

---

**6.  EXCLUSION OF STATUTORY PAYMENTS**

A dispute about statutory payments is already before the Department of Employment and Labour under the following reference number: .....

A Compliance Order has been issued by the Department of Employment and Labour under the following reference number: .....

**OTHER**

① The parties agree that a Job Evaluation must be done.

② The parties will meet and form a job evaluation committee immediately or on 30 March 2024 (or earlier) to agree on the terms and conditions of the job evaluation.

Page 2

8. No variation of this agreement shall be legally binding unless reduced to writing and signed by the parties.

9. The parties consent to this agreement being made an arbitration award in terms of s142A(1) of the Labour Relations Act.

10. The parties agree that in the event of non-compliance of this agreement, the party defaulting will pay the full costs incurred by the other party in enforcing this agreement.

Done and signed at Cape Town on this 13 day of November 2023

Applicant: [Signature] Respondent: [Signature]

Witness: [Signature] Witness: [Signature]

This agreement was interpreted by: \_\_\_\_\_ Signature: [Signature]

This agreement was conciliated by: Rosa Blamang Signature: [Signature]

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****N HARRIS COMPUTER CORPORATION****AND****INTERNET FILLING PROPRIETARY LIMITED AND IONIZE TECHNOLOGY  
PROPRIETARY LIMITED****CASE NUMBER: 2023JUL0002**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

1. On 04 July 2023, the Competition Commission ("Commission") received notice of an intermediate merger in which N. Harris Computer Corporation ("Harris") wishes to acquire 100% of the issued share capital in Internet Filing Proprietary Limited ("Interfile") and Ionize Technology Proprietary Limited ("Ionize") ("Proposed Transaction").
  2. The primary acquiring firm is N. Harris Computer Corporation ("Harris"), a private company registered in Canada. Harris is ultimately controlled by Constellation Software Inc. ("Constellation"), a widely held public company listed on the Toronto Stock Exchange.
  3. Constellation currently has six portfolio companies namely Harris, Jonas Software ("Jonas"), Perseus Group ("Perseus"), Topicus.com ("Topicus"), Vela Software ("Vela") and Volaris Group Inc. ("Volaris"). All of these entities provide vertical software solutions ("VSS") to various industries. Jonas, Vela and Volaris are the only entities that are currently active in South Africa. Constellation and all the firms it controls will be referred to as the "Acquiring Group".
  4. The Acquiring Group does not have any shareholding by historically disadvantaged
-

persons (“HDPs”) as contemplated in the Act. The Acquiring Group does not have any shareholding held by workers.

5. The primary target firms are Internet Filing Proprietary Limited (“Interfile”) and Ionize Technology Proprietary Limited (“Ionize”) (collectively, the “Target Firms”). The Target Firms are controlled by Mr Sheldon P Quamby (“Mr Quamby”) with a shareholding of 55.36%. The remaining 44.64% shareholding is held by Gurb Investments Proprietary Limited (“Gurb”). Gurb is 100% HDP owned.
6. Through Interfile, the Target Firms provide VSS to public entities namely, municipalities, and government agencies.
7. The Target Firms have 44.64% of their shareholding held by HDPs. This is due to Gurb’s shareholding in the Target Firms.

#### **Competition assessment**

8. The Commission found that the merger results in a horizontal overlap since the merging parties both have the capability to offer VSS services.
9. The Commission further found that merger does not result in a vertical overlap.
10. The Commission found that the merger is unlikely to result in any substantial prevention or lessening of competition in any relevant market.

#### **Public interest**

11. The Commission found that the transaction will not have a negative effect on employment.
  12. The Commission found that the merger results in a reduction in HDP ownership of 44.64 percentage points. To address this dilution, the parties committed to a package of conditions which including –
    - 12.1. Interfile purchasing shares in Constellation on behalf of all Interfile’s current and future employees, on an annual basis, in perpetuity.
    - 12.2. National Qualification Framework accredited training programmes for all Target Firm and channel partner employees, for at least 5 years post-merger. These
-



initiatives have an aggregate value of approximately R28 million.

- 12.3. Continuing Interfile's existing channel partner programme ("CPP") for at least 5 years. This programme entails Interfile partnering with 100% HDP owned ICT service providers and sharing profits with those firms. The CPP will also be expanded by one HDP owned participant for every new contract acquired by Interfile post-merger.
  13. The above remedies are set out in **Annexure A**.
  14. Notwithstanding the foregoing and whilst every case is considered on its own merits, the Commission considers that the preferable remedies to address a dilution in HDP ownership is either an HDP or ESOP condition that at least makes good the dilution. Given the case specific circumstances, the remedies offered by the parties in this case, likely render the merger justifiable on substantial public interest grounds.
  15. The Commission found that there are no other public interest concerns arising.
  16. The Commission approves the proposed transaction subject to the conditions set out in **Annexure A**.
-

**ANNEXURE A**  
**N. HARRIS COMPUTER CORPORATION**  
**AND**  
**INTERNET FILING PROPRIETARY LIMITED AND IONIZE TECHNOLOGY**  
**PROPRIETARY LIMITED**  
  
**CASE NUMBER: 2023JUL0002**

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**CONDITIONS**

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**1. DEFINITIONS**

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

- 1.1 **"Acquiring Firm"** means N. Harris Computer Corporation;
- 1.2 **"Approval Date"** means the date referred to on the Commission's merger clearance certificate (Form CC 15), being the date on which the Merger is approved in terms of the Competition Act;
- 1.3 **"Channel Partners"** means the SMMEs and HDP-owned firms with whom Interfile concludes reseller and subcontractor agreements to sell and support various software solutions;
- 1.4 **"Channel Partner Program"** means the program through which the Target Firms share their profit with and pay fees to the Channel Partners;
- 1.5 **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;
- 1.6 **"Competition Rules"** means the Rules for the Conduct of Proceedings in the Commission;
- 1.7 **"Competition Act"** means the Competition Act, 89 of 1998, as amended;
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- 1.8        "**Conditions**" mean these conditions;
- 1.9        "**Constellation**" means Constellation Software Inc., a company incorporated under the laws of Ontario, Canada and listed on the **Toronto** Stock Exchange, being the holding company of the Acquiring Firm;
- 1.10       "**Days**" means any calendar day other than a Saturday, a Sunday, or an official public holiday in South Africa;
- 1.11       "**Eligible Employee**" means an employee in South Africa of the Target Firms who has been an employee for at least 6 (six) months, or such shorter period as the Target Firms may determine, and who continues to be an employee;
- 1.12       "**ESOP**" means the Constellation employee share ownership plan, which is currently operational and is administered by Computershare Limited and which facilitates the ability of Constellation's employees to hold shares in Constellation;
- 1.13       "**HDP**" means a historically disadvantaged person as contemplated in the Competition Act;
- 1.14       "**Implementation Date**" means the date occurring after the last condition precedent to the transaction is fulfilled or waived, as the case may be, when the Merger is implemented in accordance with its terms;
- 1.15       "**Interfile**" means Internet Filing Proprietary Limited;
- 1.16       "**Merged Entity**" means the Target Firms subject to the control of the Acquiring Firm following the Implementation Date;
- 1.17       "**Merger**" means the proposed acquisition by the Acquiring Firm of the entire issued ordinary share capital of the Target Firms;
- 1.18       "**Merger Parties**" means the Acquiring Firm and the Target Firms;
- 1.19       "**NQF**" means the National Qualifications Framework, as overseen by the South African Qualifications Authority, established in terms of section 18 of the Skills Development Act 97 of 1998, as amended;
-

- 1.20 "Shares" means the issued and outstanding common shares in the capital of Constellation;
- 1.21 "SMME" means small, medium, and micro enterprises;
- 1.22 "Target Firms" means Interfile and Ionize Technology Proprietary Limited; and
- 1.23 "Tribunal" means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act.

## 2. ESOP

- 2.1 Within 18 (eighteen) months of the Implementation Date, the Target Firms shall fund and facilitate the Eligible Employees annually acquiring the Shares and participating in the ESOP in accordance with the design principles set out in **Annexure A.1**.

## 3. CHANNEL PARTNER PROGRAM

For 5 (five) years from the Implementation Date, the Target Firms shall:

- 3.1 Continue to engage the services of the 5 (five) current Channel Partners;
- 3.2 Include a Channel Partner in each new contract that the Target Firms conclude with a South African customer, provided this is permitted by a prospective customer, does not prevent the Target Firms bidding for a contract, and does not limit the Target Firms' ability to win a contract;
- 3.3 Spend at least R[CONFIDENTIAL] per annum in aggregate on entrepreneurship skills development for the Channel Partners and the Channel Partners' employees;
- 3.4 Distribute in aggregate at least [CONFIDENTIAL]% of Interfile's net profit before tax annually to the Channel Partners through the Channel Partner Program; and
- 3.5 Assist the 5 (five) current Channel Partners in increasing their current number of employees in the aggregate by 50%.
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#### 4. TRAINING INITIATIVES

4.1 In addition to the R **[CONFIDENTIAL]** commitment in clause 3.3 above, for 5 (five) years from the Implementation Date, the Merged Entity shall implement 4 (four) NQF accredited technical and managerial training programs that are applicable to the Target Firms' and Channel Partners' employees. The 4 (four) additional training programs shall be targeted at different levels of the Target Firms' and Channel Partners' employees and management and shall focus on:

4.1.1 international leadership development;

4.1.2 operational excellence training focused on the Acquiring Firm's business and subject matter expertise;

4.1.3 a mid-management development program focused on the development and elevation of the Target Firms' employees; and

4.1.4 a formal mentorship program for the Target Firms' and Channel Partners' employees.

4.2 The Merged Entity shall spend at least **[CONFIDENTIAL]** per annum in aggregate on the additional training programs referred to in clause 4.1 above.

4.3 The Merged Entity shall also spend an additional R**[CONFIDENTIAL]** per annum in aggregate on other employee development initiatives at the Target Firms.

#### 5. MONITORING OF COMPLIANCE WITH THE CONDITIONS

5.1 The Merged Entity shall inform the Commission in writing of the Implementation Date within 5 (five) Days of the Implementation Date.

5.2 For the duration of the Conditions, the Merged Entity shall, on each anniversary of the Implementation Date, provide the Commission with an affidavit attested to by a senior official of the Merged Entity, confirming the Merged Entity's compliance with the Conditions.

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5.3 The Commission may request additional information from the Merged Entity, which the Commission may reasonably deem necessary to monitor the extent of compliance with the Conditions.

**6. APPARENT BREACH**

6.1 Should the Commission receive any complaint in relation to non-compliance with the above Conditions, or otherwise determine that there has been an apparent breach by the Merging Parties of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Commission Rules.

**7. VARIATION OF CONDITIONS**

7.1 The Merging Parties may at any time, on good cause shown, apply to the Commission for the Conditions to be lifted, revised, or amended. Should a dispute arise in relation to the variation of the Conditions, the Merging Parties shall apply to the Tribunal, on good cause shown, for the Conditions to be lifted, revised, or amended.

**8. GENERAL**

8.1 All correspondence concerning these Conditions must be submitted to the following email address: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [ministry@thedtic.gov.za](mailto:ministry@thedtic.gov.za)

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

## ANNEXURE A.1

## DESIGN PRINCIPLES

<b>Design Principle</b>	<b>Applicable Criteria</b>
<i>Structure</i>	Eligible Employees acquiring the Shares through the ESOP in accordance with its terms.
<i>Cost to employees</i>	The cost to Eligible Employees will be R0 (nil/zero Rand) <b>[CONFIDENTIAL]</b> .
<i>Value</i>	The value of the Shares will be determined with reference to their publicly traded price and in accordance with the terms of the ESOP.
<i>Funding</i>	The Target Firms will facilitate the Eligible Employees annually acquiring the Shares using in aggregate 5% (five per cent) <b>[CONFIDENTIAL]</b> of the Target Firms' net profit after tax in the annual financial year preceding the acquisitions.
<i>Duration</i>	Perpetual and in accordance with the terms of the ESOP.
<i>Participants</i>	All current and future Eligible Employees.
<i>Benefits</i>	Eligible Employees will be entitled to 100% of any dividends and capital growth from their Shares.

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****KANU STRUCTURE PROPRIETARY LIMITED  
("KANU")  
AND  
STRUCTURE PROPRIETARY LIMITED  
("KEM")****CASE NUMBER: 2023JUL0007**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

1. On 6 July 2023, the Competition Commission ("the Commission") received notice of an intermediate merger whereby Competition Commission ("the Commission") received notice of an intermediate merger whereby Kanu Equipment (Mauritius) Limited ("Kanu") intends to acquire 100% of the issued shares of Kem Structures (Pty) Ltd ("Kem"). Following the implementation of the merger, Kanu will hold 100% of the shares in Kem and it will exercise sole control over Kem.
2. The primary acquiring firm is Kanu Equipment (Mauritius) Limited ("Kanu"), a company incorporated in Mauritius. Kanu is 100% controlled by Kanu Equipment Limited ("Kanu Equipment"). Kanu Equipment is in turn controlled by Vronbisman Limited ("Vronbisman") as to 51.47%. Vronbisman is controlled by Vronbisman Holding Limited ("Vronbisman Holding") as to 87.9%. Vronbisman Holding is controlled by Adenia Capital (IV) LP ("AC IV") as to 90.43%. AC IV is controlled by various companies. AC IV controls various companies, and in South Africa it controls Kuhlia Investment (Pty) Ltd and Herholdt's Group (Pty) Ltd. Kanu, its subsidiaries and all the firms directly and indirectly controlling it, will hereinafter be collectively referred to as the "Acquiring Group".
3. Kanu does not have shareholding by Historically Disadvantaged Persons ("HDPs").



4. The primary target firm is Kem Structures Proprietary Limited (“Kem”) a company incorporated according to the laws of South Africa. Kem is wholly owned and controlled by MOG ZA Limited (“MOG ZA”), a company incorporated according to the laws of Mauritius. MOG ZA is controlled by MOG Africa Limited as to 66.66% and the remaining 33.33% is held by Hollyvale Investment Limited. MOG Africa Limited is controlled by Sheikh Salim Bin Mustahail Al Mashani and Sheikh Mustahail Bin Ahmed Al Mashani.
5. Kem controls KemOps Proprietary Limited (“KemOps”) as to 100% and Kemach Equipment (Pty) Ltd (“Kemach”) as to 25%, the remaining 75% is held by KemOp. Kem and all the firms it controls are referred to as the “Target Group”. Kem is currently in financial distress.
6. Kem does not have any shareholding by HDPs.

#### **The parties’ activities**

7. The Acquiring Firm is a distributor of heavy machinery such as agricultural, mining, forestry and construction equipment such as cranes and earthmoving equipment. It distributes products for various Original Equipment Manufacturers (OEMs) such as Liebherr, Case Agriculture, Tigercat, CTP, Black Cat Wear Parts Ltd, G.E.T, Baldwin Filters, Duo Aquatrap, ETR, Berco Duetz and Bell equipment. The Acquiring firm distributes the heavy machinery in various African country except for South Africa.
8. The Target Group acts as a service provider, supplier, and distributor of machinery, spare parts and lubricants from a number of OEMs such as BOMAG GmbH, Liebherr, Bull and McCloskey. Essentially, Kem supports and supplies a wide range of heavy machinery to suit a wide variety of applications, including (i) earthmoving and road-building equipment for all types of projects and plant hires; (ii) crushing and screening equipment for quarrying, mining and recycling; and (iii) forklifts. The Target Group offers warranties, services and maintains heavy machinery (including providing replacement parts when necessary) at a retail level.

#### **Competition assessment**

9. The Commission considered the activities of merger parties and found that there is an overlap in the market for the supply of OEM spare parts for heavy machinery, as the Acquiring Group provides second-hand spare parts and a limited selection of new spare parts used in older obsolete models of heavy machinery whilst the Target Group provides new parts and spare parts used in current models of heavy machinery. The activities of the merging parties do not result in any vertical overlaps.
10. In the market for the supply of OEM spare parts in respect of heavy machinery in South Africa, the merged entity will have a combined market share of approximately 0.56% with a market accretion of 0.44% based on the 2022 turnover.
11. In the market for the supply of excavators (including spare parts) in South Africa, the merger parties will have a combined market share of approximately 0.80% with a market accretion of 0.63% based on the market statistics published by the Construction and Mining Equipment Association ("CONMESA").
12. In the market for the supply of rollers including spare parts, the merged entity will have a market share of approximately 23.57% with a market share accretion of 23.55% based on the market statistics published by CONMESA. The merger parties submit that this market comprises of a significant number of competitors including Barloworld Limited, Wacker Neuson, CNH Industrial, Bell Equipment Ltd, who will continue to constrain the merged entity post-merger. None of the third parties engaged raised concerns.
13. Considering the above findings, the Commission is of the view that the proposed transaction is unlikely to substantially prevent or lessen competition in any market.

### **Public interest Issues**

#### *Employment*

14. The merger parties submit that the proposed transaction will not result in any retrenchment, instead it will result in a positive impact, as Kem is in financial distress and the proposed transaction will save approximately 100 jobs. The merging parties argue that the counterfactual is that Kem will likely close and exit the market resulting in 100 job losses. Such job losses would affect 39 semi-skilled and unskilled workers, of which 20 of these 100 employees are HDPs. The Commission engaged the

employee representatives of the Acquiring Group and the Target group, who all confirmed that there were no concerns raised regarding the proposed transaction.

*Promotion of greater spread of ownership*

15. The merger parties submit that the Acquiring Group and the Target Group do not have any shareholding by HDPs.
16. In order to promote a greater spread of ownership, the merger parties committed to implement an Employee Share Ownership Plan (“ESOP”) that will acquire a shareholding of 5% in the Acquiring Firm within 24 (twenty-four) months of the Implementation Date. The ESOP will be for the benefit of the permanent employees of the Target Firm excluding management and executive employees. The merger parties have agreed to the conditions attached hereto as **Annexure A**.
17. In addition, the proposed transaction does not raise any other public interest concerns.
18. The Commission approves the proposed merger subject to the attached conditions.

**ANNEXURE A****KANU STRUCTURE PROPRIETARY LIMITED (“KANU”)****AND****KEM STRUCTURE PROPRIETARY LIMITED (“KEM”)****CASE NUMBER: 2023JUL0007**

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**CONDITIONS**

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**DEFINITIONS**

- 1 The following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings –
  - 1.1 **"Acquiring Firm"** means Kanu Equipment (Mauritius) Limited, a private company limited by shares incorporated in accordance with the laws of Mauritius, with registration number C154711;
  - 1.2 **"Approval Date"** means the date referred to on the Competition Commission's Merger Clearance Certificate (Notice:CC15) in terms of the Competition Act;
  - 1.3 **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;
  - 1.4 **"Commission Rules"** means the Rules for the Conduct of Proceedings in the Commission;
  - 1.5 **"Competition Act"** means the Competition Act, 89 of 1998, as amended;
  - 1.6 **"Conditions"** means the conditions set out herein;
  - 1.7 **"Days"** means any calendar day other than a Saturday, a Sunday or an official public holiday in South Africa;
  - 1.8 **"Employees"** means the permanent employees (as contemplated under the Labour Relations Act 66 of 1995 as amended) of the Target Firm, which shall include Workers, and **"Employee"** means, as the context requires, any one of them;

- 1.9 "**ESOP SPV**" means an employee share ownership plan to be implemented through an employee trust, that will acquire a shareholding of 5% in the Acquiring Firm and in terms of which Qualifying Employees shall be beneficiaries thereunder;
- 1.10 "**Implementation Date**" means the date occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
- 1.11 "**Merged Entity**" means the Target Firm subject to control of the Acquiring Firm following the Implementation Date;
- 1.12 "**Merger**" means the proposed acquisition by the Acquiring Firm of all of the shares in the Target Firm;
- 1.13 "**Merging Parties**" means the Acquiring Firm and the Target Firm;
- 1.14 "**Qualifying Employees**" means unskilled and semi-skilled Employees of the Target firm, and will exclude management and executive Employees;
- 1.15 "**Semi-skilled Employees**" means all non-managerial employees that have grade 12 as their highest academic qualification;
- 1.16 "**South Africa**" means the Republic of South Africa;
- 1.17 "**Target Firm**" means KEM Structures Proprietary Limited, a private company incorporated in accordance with the laws of South Africa, with registration number 2018/278887/07;
- 1.18 "**Tribunal**" means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act;
- 1.19 "**Tribunal Rules**" means the Rules for the Conduct of Proceedings in the Tribunal;
- 1.20 "**Unskilled Employees**" means all non-managerial employees that have not obtained a grade 12 qualification; and
- 1.21 "**Workers**" means Employees, and, in the context of ownership, refers to ownership by a broad base of Employees.

## 2. BROAD-BASED BLACK ECONOMIC EMPOWERMENT CONDITION

- 2.1 Within 24 (twenty-four) months of the Implementation Date, the Merged Entity shall implement the structures of the ESOP SPV in accordance with the design principles set out in **Annexure A.1**.
- 2.2 The ESOP SPV structure shall be finalised in accordance with the following principles:
- 2.2.1 the ESOP SPV will be a trust established for the benefit of Qualifying Employees;
- 2.2.2 the Trust shall have a board of trustees as follows: the Merged Entity and the Workers shall appoint an equal number of trustees. In addition, the Workers shall be entitled to appoint 1 (one) independent chairperson with the prior written approval of the Merged Entity;
- 2.2.3 all Qualifying Employees shall be eligible for participation, and maternity leave will have no adverse impact on the qualifying criteria;
- 2.2.4 the ESOP SPV shall acquire a shareholding of 5% in the Acquiring Firm for a nominal consideration and on an unencumbered basis. For the avoidance of doubt, Qualifying Employees will not be required to pay any money to participate in the ESOP SPV and the nominal consideration required to purchase shareholding in the Merged Entity shall be advanced to the ESOP SPV by the Merged Entity and shall not be in the form of a loan; and
- 2.2.5 as an ordinary shareholder, the ESOP SPV, like all the other ordinary shareholders of the Acquiring Firm, will be entitled to receive dividends in respect of its ordinary shares in the Acquiring Firm once the Acquiring Firm is able to declare ordinary dividends to its ordinary shareholders.
- 2.2.6 Prior to implementing the ESOP SPV, the Merged Entity shall provide the Commission with (i) copies of the trust deed (ii) any such agreements or documents setting out the terms of the shares in the Acquiring Firm to be issued to such SPV (such documents in relation to a SPV, collectively, the "**SPV Documents**"), and the following process shall apply:
- 2.2.6.1 in the event that the Commission (acting reasonably) takes the view that the structure of the ESOP SPV proposed by the Merged Entity is

not in compliance with the principles set out in these Condition in relation to such ESOP SPV, the following process shall apply:

2.2.6.2 the Commission will have a period of 60 Days within which to consider the proposed ESOP and provide the Merged Entity with a response;

2.2.6.3 the Merged Entity and the Commission shall thereafter take reasonable steps to engage with each other regarding the alleged non-compliance.

2.2.6.4 in the event that any non-compliance with the principles set out in this Condition is established in relation to the proposed structure of the ESOP SPV, the Merged Entity shall as soon as reasonably practicable thereafter take reasonable steps to remedy such non-compliance and deliver a written notice to the Commission informing the Commission regarding the steps taken to remedy such non-compliance.

### **3. MONITORING OF COMPLIANCE WITH THE CONDITIONS**

- 3.1 The Merged Entity shall inform the Commission in writing of the Implementation Date of the Merger within 5 (five) Days of the Implementation Date.
- 3.2 The Merging Parties shall circulate a copy of the Conditions to their employees in South Africa, and/or their respective representatives within 5 (five) Days of the Approval Date.
- 3.3 As proof of compliance thereof, the Merging Parties shall within 10 (ten) Days of circulating the Condition in clause 4 as required in clause 5, provide the Commission with an affidavit by a director employed by each of the Merging Parties attesting to the circulation of such Condition and attach a copy of the notice sent and/or published.
- 3.4 The Merged Entity shall, annually within 30 days from the anniversary of the approval or implementation date until the ESOP SPV is implemented, provide to the Commission a report detailing the steps taken to implement the ESOP SPV and the progress made in that regard. This report shall be accompanied by an affidavit attested to by a senior official of the Merged Entity, confirming the accuracy of the report.

CONTINUES ON PAGE 386 OF BOOK 4

Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001  
Contact Centre Tel: 012-748 6200. eMail: info.egazette@gpw.gov.za  
Publications: Tel: (012) 748 6053, 748 6061, 748 6065





# Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA  
REPUBLIEK VAN SUID AFRIKA

Vol. 706

19

April  
April

2024

No. 50528

**PART 4 OF 5**

N.B. The Government Printing Works will not be held responsible for the quality of "Hard Copies" or "Electronic Files" submitted for publication purposes

ISSN 1682-5845



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3.5 The Merged Entity shall inform the Commission of the implementation date of the ESOP SPV contemplated in clause 3.1 above, within 10 (ten) Days of the implementation of the ESOP SPV.

3.6 The Commission may request additional information from the Merging Parties, which the Commission may reasonably deem necessary for the purposes of monitoring the extent of compliance with the Conditions.

#### **4. APPARENT BREACH**

4.1 In the event that the Commission discovers that there has been an apparent breach of these Conditions, this shall be dealt with in terms of Rule 37 of the Tribunal Rules read together with Rule 39 of the Commission Rules.

#### **5. VARIATION**

5.1 The Merging Parties may at any time, and on good cause shown, apply to the Commission for any of the Conditions to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the Merging Parties' application to the Commission, the Merging Parties may apply to the Tribunal for appropriate relief.

#### **6. GENERAL**

6.1 All correspondence in relation to the Conditions must be submitted to the following e-mail addresses: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [ministry@thedtic.gov.za](mailto:ministry@thedtic.gov.za).

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****SPARTAN TRUCK HIRE (PTY) LTD****AND****LEOPARD TRANSPORT (PTY) LTD****CASE NUMBER: 2023JUL0015**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

1. On 10 July 2023, the Competition Commission ("the Commission") received a notice of an intermediate merger wherein Spartan Truck Hire (Pty) Ltd ("Spartan") intends to acquire **[CONFIDENTIAL]**% of the issued share capital of Leopard Transport (Pty) Ltd trading as Elite Truck Hire ("Elite Truck Hire"). Following the implementation of the proposed merger, Spartan will exercise sole control over Elite Truck Hire.
2. The primary acquiring firm is Spartan, a private company incorporated in accordance with the laws of the Republic of South Africa. Spartan is controlled by the following shareholders: Flowering Hydrangea Holdings (Pty) Ltd **[CONFIDENTIAL]**% and Temo Capital 2 (Pty) Ltd **[CONFIDENTIAL]**%. Spartan controls (directly and indirectly) several entities in South Africa. Historically disadvantaged persons ("HDPs") hold **[CONFIDENTIAL]**% of the shares in Spartan.
3. Spartan has 8 (eight) branches nationally and provides the following services: (i) short-term rental of commercial vehicles, which involves the provision of a fleet of commercial vehicles ranging from 1-ton light delivery vehicles to larger horse and trailer combinations; (ii) Full maintenance leasing ("FML") services, which encompasses the management of costs associated with the acquisition, maintenance and administration of a vehicle fleet, with fixed monthly payments spread over the lease period; (iii) forklift rental services, which involves the

provision of rental services for forklifts of various sizes and variations; and (iv) dedicated contracts, which involves the provision of a fleet of commercial vehicles that are uniquely configured for a customer's specific needs.

4. The primary target firm is Elite Truck Hire, a private company registered in accordance with the laws of South Africa. Elite Truck Hire wholly controls [CONFIDENTIAL], [CONFIDENTIAL] and [CONFIDENTIAL]. Further, Elite Truck Hire holds a [CONFIDENTIAL]% shareholding in [CONFIDENTIAL]. Elite Truck Hire and all the firms it controls shall be referred to as Elite Truck Hire Group.
5. Elite Truck Hire Group has HDPs shareholding of 95%. Elite Truck Hire Group's core activities include FML, short-term rental of commercial vehicles, forklift rental, water tanker rentals and chemical transportation. Elite Truck Hire Group has 10 (ten) branches spread throughout South Africa.

#### **Competition Assessment**

6. The Commission's investigation of the proposed transaction found that there is a horizontal relationship between the activities of the merging parties in that both Spartan and Elite Truck Hire provide the following services (i) forklift rental services; (ii) FML services; and (iii) short term rental of commercial vehicles.
7. The Commission is of the view that the proposed merger is unlikely to substantially prevent or lessen competition in any relevant market.

#### **Public interest considerations**

8. On employment, the merging parties agreed to a 2 (two) year moratorium on merger-specific retrenchments. The Commission is of the view that this alleviates any employment concerns that may arise as a result of the proposed merger.
9. With respect to the promotion of a greater of ownership by HDPs, the merging parties have agreed to implement a 5% Employee Share Ownership Plan at Elite Truck Hire, within 12 months following the approval of the proposed merger.
10. In addition, Spartan will implement an owner driver programme, within 12 (twelve) months of post the approval of the proposed merger, to benefit at least 300 historically disadvantaged owner drivers over a 5 (five) year period.

11. The Minister of Trade, industry and Competition participated in this merger and is satisfied with the commitments tendered by the merger parties.
12. The Commission therefore approves the proposed merger, subject to the conditions as **Annexure A** hereto.

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**ANNEXURE A****SPARTAN TRUCK HIRE PROPRIETARY LIMITED  
AND  
LEOPARD TRANSPORT PROPRIETARY LIMITED t/a ELITE TRUCK HIRE****CASE NUMBER: 2023JUL0015**

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**CONDITIONS**

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**DEFINITIONS**

- 1.1 **"Acquiring Firm"** means Spartan Truck Hire Proprietary Limited;
- 1.2 **"Act"** means the Competition Act 89 of 1998, as amended;
- 1.3 **"Approval Date"** means the date referred to in the Commission's merger Clearance Certificate;
- 1.4 **"B-BBEE Act"** means the Broad-Based Black Economic Empowerment Act, 53 of 2003, as amended, and the Codes of Good Practice 2013, as amended;
- 1.5 **"B-BBEE Codes"** means the Codes of Good Practice issued in terms of the B-BBEE Act;
- 1.6 **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Act;
- 1.7 **"Conditions"** means these conditions;
- 1.8 **"Days"** means business days, being any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
- 1.9 **"ESOP"** means an employee share ownership plan to be implemented through an employee trust, which will acquire a shareholding of 5% in the Target Firm and in terms of which Qualifying Employees shall be beneficiaries thereunder;
- 1.10 **"Historically Disadvantaged"** means historically disadvantaged persons within the meaning of the Act;
- 1.11 **"Implementation Date"** means the date occurring after the Merger becomes unconditional on which it is implemented in accordance with its terms;

- 1.12 **"Merged Entity"** means the Target Firm subject to the control of the Acquiring Firm following implementation of the Merger;
- 1.13 **"Merger"** means the Acquiring Firm's acquisition of 100% of the issued shares of the Target Firm;
- 1.14 **"Merging Parties"** means the Acquiring Firm and the Target Firm;
- 1.15 **"Owner-Driver Programme"** means a new programme to be implemented by the Acquiring Firm to facilitate the entry of at least 300 Historically Disadvantaged owner-drivers into the logistics market in South Africa;
- 1.16 **"Permanent Employee(s)"** means any permanent employee of the Target Firm, including its subsidiaries, as at the Implementation Date or thereafter who has been employed for a minimum of 12 consecutive months;
- 1.17 **"Prime Rate"** means the prime lending rate (predominant rate) as published from time to time on the website of the Reserve Bank of South Africa at <https://www.resbank.co.za/en/home/what-we-do/statistics/key-statistics/current-market-rates>;
- 1.18 **"Qualifying Employees"** means Permanent Employees of the Target Firm who are not participants in the Owner-Driver Programme and who have accepted an offer to become beneficiaries of the ESOP;
- 1.19 **"Rand"** means the South African Rand, being the lawful currency of South Africa;
- 1.20 **"South Africa"** means the Republic of South Africa;
- 1.21 **"Target Firm"** means Leopard Transport Proprietary Limited trading as Elite Truck Hire; and
- 1.22 **"Tribunal"** means the Competition Tribunal of South Africa.

## 2. CONDITIONS TO THE APPROVAL OF THE MERGER

### OWNER-DRIVER PROGRAMME CONDITION

- 2.1 The Acquiring Firm shall establish the Owner-Driver Programme within 12 (twelve) months of the Implementation Date, which shall be structured in the Acquiring Firm's sole discretion.
- 2.2 For a period of 5 (five) consecutive years following the establishment of the Owner-Driver Programme, the Acquiring Firm shall select at least 60 (sixty) suitably qualified Historically Disadvantaged persons per year to enter into

owner-driver contracts on mutually acceptable terms (“Participating Owner-Drivers”) for periods of up to 60 (sixty) months (“Contract Period”).

- 2.3 In the event that any Historically Disadvantaged Persons identified for participation in the Owner-Driver Programme are employees of the Merging Parties prior to joining the Owner-Driver Programme, to the extent required, the Acquiring Firm shall provide independent counselling to such employees through the Commission for Conciliation, Mediation and Arbitration (CCMA) prior to a decision by any individual employee to move to an owner-driver contract for purposes of assisting such employee to understand the risks inherent in moving from an employment relationship to a contracting relationship in terms of the Owner-Driver Programme.
- 2.4 For the duration of each Contract Period, the Acquiring Firm shall:
- 2.4.1 agree an owner-driver cost model with prospective customers for each Participating Owner-Driver in terms of which the customer shall engage the services of the Participating Owner-Driver;
  - 2.4.2 allocate an appropriate used commercial vehicle from the Merged Entity’s fleet to each Participating Owner-Driver or acquire a new commercial vehicle and allocate it to the Participating Owner-Driver (“Allocated Vehicle”);
  - 2.4.3 pay a salary per month to each Participating Owner Driver, which shall be in accordance with the terms of pay as stipulated by the National Bargaining Council for the Road Freight Industry;
  - 2.4.4 insure and maintain the Allocated Vehicle at its own cost;
  - 2.4.5 provide relevant training to each Participating Owner-Driver which will include training in relation to driving behaviour, and administrative business requirements;
  - 2.4.6 provide access to a software tool aimed at assisting Participating Owner-Drivers to effectively manage, grow and control their own entities; and
  - 2.4.7 provide assistance to the Participating Owner-Drivers in relation to company registrations and document filing requirements for the operation of their respective businesses for purposes of participating in the Owner-Driver Programme.
- 2.5 At the end of the Contract Period, the Acquiring Firm shall:



- 2.5.1 transfer ownership of the Allocated Vehicle to the Participating Owner-Driver at no cost to the Participating Owner-Driver; and
  - 2.5.2 be under no obligation to re-employ Participating Owner-Drivers (including Participating Owner-Drivers that for any reason fail to complete the Owner-Driver Programme).
- 2.6 The identities of the Participating Owner-Drivers as well as the selection criteria that will be applied in selecting them shall be determined by the Acquiring Firm in its sole discretion.
- 2.7 The minimum number of Participating Owner-Drivers per year envisaged in paragraph 2.2 is subject to:
- 2.7.1 market conditions and requisite participation in the Owner-Driver Programme by customers; and
  - 2.7.2 the Acquiring Firm's ability, acting in good faith, to negotiate reasonable commercial terms with customers for the duration of the Contract Period.

#### **ESOP CONDITION**

- 2.8 The Merged Entity shall establish the ESOP within 12 months of the Implementation Date, in accordance with the design principles set out in **Annexure A1**.

#### **EMPLOYMENT CONDITION**

- 2.9 The Merging Parties shall not retrench any employees as a result of the Merger for a period of 24 months from the Implementation Date.
- 2.10 For the sake of clarity, retrenchments for purposes of paragraph 0 above shall not include: (i) voluntary separation arrangements; (ii) voluntary early retirement packages; (iii) unreasonable refusals to be redeployed; (iv) resignations or retirement in the ordinary course of business; (v) retrenchments lawfully effected for operational requirements unrelated to the Merger; and/or (vi) terminations in the ordinary course of business, including but not limited to, dismissals as a result of misconduct or poor performance.

### 3. MONITORING OF COMPLIANCE WITH THE CONDITIONS

- 3.1 The Acquiring Firm shall inform the Commission in writing of the Implementation Date within 5 (five) Days of its occurrence.
- 3.2 For the duration of these Conditions, the Merged Entity shall, on each anniversary of the Implementation Date, submit to the Commission a report detailing compliance with the Conditions.
- 3.3 The report contemplated in clause 3.2 shall be accompanied by an affidavit, attested to by a senior official of the Merged Entity, confirming the accuracy of the report.
- 3.4 The Commission may request any additional information from the Merging Parties, which the Commission from time to time may deem necessary for purposes of monitoring the extent of compliance with these Conditions.

### 4. VARIATION

- 4.1 The Merging Parties may at any time, on good cause shown, apply to the Commission for the Conditions to be lifted, revised, or amended. Should a dispute arise in relation to the variation of the Conditions, the Merging Parties shall apply to the Tribunal, on good cause shown, for the Conditions to be lifted, revised, or amended.

### 5. APPARENT BREACH

- 5.1 If the Merging Parties appear to have breached the Conditions or if the Commission determines that there has been an apparent breach by the Merging Parties of any of the Conditions, this shall be dealt with in terms of Rule 39 of the Rules for the Conduct of Proceedings in the Commission.

### 6. GENERAL

- 6.1 All correspondence in relation these conditions must be submitted to the following email addresses: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [ministry@thedtic.gov.za](mailto:ministry@thedtic.gov.za).

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**ANNEXURE A1****KEY DESIGN PRINCIPLES OF THE PROPOSED EMPLOYEE SHARE OWNERSHIP PROGRAMME  
FOR THE BENEFIT OF THE BENEFICIARIES**

<b>Design Principle</b>	<b>Applicable Criteria</b>
<b>Structure</b>	<ul style="list-style-type: none"><li>➤ The ESOP shall be allocated 5% of the issued shares in the Target Firm.</li><li>➤ For purposes of valuing the ESOP's equity in the Target Firm, the Target Firm shall carry the same value as determined in the Acquisition Agreement between the Merging Parties dated 8 May 2023 and 5% of the</li></ul>

	<p>purchase consideration in terms of the Acquisition Agreement will equate to the value of the ESOP ("ESOP Equity Value"). The ESOP Equity Value will be transferred into a trust on loan that will accrue interest at a market-related rate.</p>
<b>Cost to Workers</b>	<ul style="list-style-type: none"> <li>➤ No upfront contribution will be required from Qualifying Employees to participate in the ESOP.</li> <li>➤ The cost of establishing and administering the ESOP shall be borne by the Acquiring Firm.</li> </ul>
<b>Governance</b>	<ul style="list-style-type: none"> <li>➤ The ESOP shall be entitled to appoint 1 (one) person to the Target Firm's board of directors.</li> <li>➤ The trustees of the ESOP shall be selected by the Qualifying Employees, except for 1 (one) trustee who shall be appointed by the board of directors of the Acquiring Firm.</li> </ul>
<b>Duration</b>	<ul style="list-style-type: none"> <li>➤ Perpetual/evergreen</li> </ul>
<b>Participation</b>	<ul style="list-style-type: none"> <li>➤ The beneficiaries of the ESOP shall be Qualifying Employees. The Acquiring Firm shall endeavour to achieve a balanced participation in the ESOP with employees representing all skill levels and rates of pay brackets to ensure a broad-based spread of participation.</li> <li>➤ The ESOP's interest in the Merged Entity shall have no greater economic benefits than those accruing to any other equity shareholders of the Merged Entity following the Implementation Date.</li> </ul>
<b>Participation Benefits</b>	<ul style="list-style-type: none"> <li>➤ Equal allocation (all Qualifying Employees treated equally in terms of voting and economic participation with no differentiation across employee grades).</li> <li>➤ The ESOP shall derive economic benefits alongside any equity shareholders of the Merged Entity following the Implementation Date if and when the Merged Entity declares dividends and/or in the event that any equity shareholder exits its investment in the Merged Entity, to the extent applicable.</li> </ul>
<b>Value and Funding</b>	<ul style="list-style-type: none"> <li>➤ The funding of the ESOP shall be facilitated through a notional vendor funding mechanism, with the funding rate being no more than Prime Rate plus 2% (two per centum).</li> <li>➤ The notional vendor funding will provide for a fixed trickle dividend as follows: <ul style="list-style-type: none"> <li>➤ At least 20% of declared dividends will be paid to the beneficiaries with the remaining 80% used to service the vendor financed loan, for the first three years post the implementation of the ESOP;</li> </ul> </li> </ul>

	<ul style="list-style-type: none"><li>➤ At least 25% of declared dividends will be paid to the beneficiaries with the remaining 75% used to service the vendor financed loan, for the 4<sup>th</sup> and 5<sup>th</sup> anniversaries post the implementation of the ESOP;</li><li>➤ At least 35% of declared dividends will be paid to the beneficiaries with the remaining 65% used to service the vendor financed loan, from the 6<sup>th</sup> anniversary post the implementation of the ESOP.</li><li>➤ Once the notional vendor finance loan has been extinguished, 100% of the declared dividends due to the ESOP (after liabilities have been paid) will be distributed to the beneficiaries. The liabilities refer to costs (administration costs, rental, fees of third party service providers such as auditors) and taxes.</li></ul>
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**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****STELLENZICHT WINES PROPRIETARY LIMITED****AND****CRUINNEAG PROPRIETARY LIMITED****CASE NUMBER: 2023JUL0018**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

1. On 13 July 2023, the Competition Commission (the "Commission") was notified of an intermediate merger whereby, Stellenzicht Wines Proprietary Limited ("Stellenzicht") intends to acquire 100% of the issued share capital in Cruinneag Proprietary Limited ("Cruinneag"). Post-implementation of the proposed transaction, Stellenzicht will exercise sole control over Cruinneag.

**Parties**

2. The primary acquiring firm, Stellenzicht, is wholly controlled by LVS Capital GmbH ("LVS"), a company incorporated in accordance with the laws of Germany. LVS is ultimately solely controlled by a German citizen, Baron Hans Hermann von Staff gen. von Reitzenstein.
  3. Apart from Stellenzicht, LVS wholly controls the following firms in South Africa: Alto Wine Estate Proprietary Limited ("Alto Wines") and Ernie Els Vineyards Proprietary Limited ("Ernie Els Vineyards"). Ernie Els Vineyards, in turn, controls Ernie Els Wines Proprietary
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Limited (“Ernie Els Wines”), a private company registered in accordance with the laws of South Africa.

4. Stellenzicht does not control any firm/s. Stellenzicht, its controlling firms and their subsidiaries are collectively referred to as the “LVS Group”.
5. LVS Group does not have any shareholding by historically disadvantaged persons (“HDPs”).
6. The primary target firm, Cruinneag, is wholly controlled by Paddington SA Proprietary Limited (“Paddington” or the “Seller”), a company registered in accordance with the laws of South Africa. Cruinneag does not control any firm/s.
7. Cruinneag does not have any shareholding by HDPs.

#### **Activities**

8. The LVS Group is active in the production of wines (including growing grapes for that purpose) in South Africa and these activities are conducted through Alto, Ernie Els Wines, Ernie Els Vineyards and Stellenzicht.
9. Cruinneag is comprised of a wine farm (the historic Bilton wine farm), equipment and agricultural assets, and farmworkers, which are all currently leased to tenants on a short term lease basis. The tenants are involved in the growing of grapes. Cruinneag receives rental income from the tenants.

#### **Competition analysis**

10. The Commission found that post-merger, LVS Group intends to utilise Cruinneag to grow grapes for LVS Group’s wine production activities. Thus, the Commission considers that Cruinneag is not a ‘bare asset’ since Cruinneag will increase LVS Group’s wine production capacity and turnover. Accordingly, and without taking a definitive view given the lack of competition concerns, the Commission assessed the merger’s impact on the production of wine in South Africa.
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11. The Commission found that the merged entity is unlikely to exercise market power as there are numerous competitors such as Constantia Wines, Distell, Babylonstoren, Spier, DGB, Beyerskloof, Durbanville Wine, Stellenbosch Vineyards, Kanu Wines, Paul Cluver Wines and Simonsig Estate, among others, who will constrain the merged entity post-merger. In light of this, the Commission is of the view that the proposed transaction is unlikely to result in a substantial lessening or prevention of competition in any relevant market.

### **Public interest**

#### Employment

12. In order to address employment concerns raised by the Food and Allied Workers Union (FAWU), which represents Cruinneag's 12 employees, the merging parties have agreed to a 3 year moratorium on merger related retrenchments, post-merger.

#### The effect on the promotion of a greater spread of ownership, in particular to increase the levels of ownership by historically disadvantaged persons (HDPs) and workers in firms in the market

13. Neither of the merger parties has any HDP ownership.
14. In order to address the greater spread of ownership obligations, the parties have agreed to build new houses to the value of R[CONFIDENTIAL] and transfer ownership of same to each of Cruinneag's 12 employees. The Commission considers that this commitment on providing housing for employees alone is insufficient and not directly responsive to s12A3(e) on the promotion of greater spread of ownership requirements. The Commission's preferable remedies to address this requirement is an HDP Transaction and/or ESOP. However, the Commission acknowledges that every case is considered on its own merits. In this instance, the merging parties have proffered additional commitments that promote other public interest outcomes relating to s12A3(c) of the Competition Act as detailed below.
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*The effect of the proposed transaction on (i) a particular industrial sector or region and (ii) the ability of national industries to compete in international markets*

15. In addition, the merging parties commit that Stellenzicht will invest not less than an aggregate amount of R20 000 000 in relation to various aspects (including, inter alia, the replanting of vineyards, investment in facilities and other infrastructure etc.) of Cruinneag. According to the merging parties, this will provide significant benefits for the ability of the affected wine industry to compete internationally and on the particular industrial region in which Cruinneag is located.
16. The public interest commitments tendered by the parties are included in the conditions attached as **Annexure A** hereto.

**Conclusion**

17. The Commission approves the proposed merger subject to attached conditions.
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**ANNEXURE A**  
**STELLENZICHT WINES PROPRIETARY LIMITED**  
**AND**  
**CRUINNEAG PROPRIETARY LIMITED**  
**CASE NO: 2023JUL0018**

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**CONDITIONS**

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**1. DEFINITIONS**

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

- 1.1. **“Acquiring Firm”** means Stellenzicht Wines Proprietary Limited;
  - 1.2. **“Approval Date”** means the date referred to in the Commission’s merger clearance certificate (Form CC 15);
  - 1.3. **“Commission”** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;
  - 1.4. **“Competition Act”** means the Competition Act, No. 89 of 1998, as amended;
  - 1.5. **“Commission Rules”** mean the Rules for the Conduct of Proceedings in the Commission;
  - 1.6. **“Conditions”** means these conditions;
  - 1.7. **“Days”** mean any calendar day which is not a Saturday, a Sunday or an official public holiday in South Africa;
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- 1.8. **“HDP”** means historically disadvantaged persons as contemplated in section 3(2) of the Competition Act;
- 1.9. **“Implementation Date”** means the date after the Approval Date, on which the Merger is implemented by the Merging Parties;
- 1.10. **“LRA”** means the Labour Relations Act 66 of 1995, as amended;
- 1.11. **“Merger”** means the acquisition of control by the Acquiring Firm over the Target Firm;
- 1.12. **“Merging Parties”** mean collectively the Acquiring Firm and the Target Firm;
- 1.13. **“Target Firm”** means Cruinneag Proprietary Limited; and
- 1.14. **“Tribunal”** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act.

## **2. CONDITIONS TO THE APPROVAL OF THE MERGER**

### **2.1. EMPLOYMENT CONDITIONS**

- 2.1.1. The Merging Parties shall not retrench any employees as a result of the Merger for a period of 3 (three) years from the Implementation Date.
- 2.1.2. For the sake of clarity, retrenchments do not include (i) voluntary retrenchment and/or voluntary separation arrangements; (ii) voluntary early retirement packages; (iii) unreasonable refusals to be redeployed in accordance with the provisions of the LRA; (iv) resignations or retirements in the ordinary course of business; (v) retrenchments lawfully effected for operational requirements unrelated to the Merger; and (vi) terminations in the ordinary course of business, including but not limited to dismissals as a result of misconduct or poor performance.
- 2.1.3. All employees of the Target Firm will have terms and conditions of employment (including wages, working conditions and benefits) that are as a whole no less favourable than their current terms and conditions of employment.

### **2.2. HOUSING CONDITIONS**

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2.2.1. The Acquiring Firm will provide up to 12 (twelve) newly built homes up to the value of approximately R[**CONFIDENTIAL**] and transfer ownership of such homes to qualifying employees who are employees of Cruinneag.

2.2.2. It is anticipated that the homes contemplated in paragraph 2.2.1 above will be transferred to the qualifying employees between 24 (twenty-four) and 48 (forty-eight) months of the Implementation Date. For avoidance of doubt, the Acquiring Firm shall pay any costs relating to the transfer of the homes to the qualifying employees.

2.2.3. The Acquiring Firm shall engage with employees on its commitment to provide and transfer ownership of the newly built houses to the employees and this includes providing legal advisory services, at no cost to the qualifying employees, to the employees on the transfer process as well as their rights.

2.2.4. The criteria for qualifying employees to receive a home (as contemplated in paragraph 2.2.1 above) are as follows:

2.2.4.1. The person must be a farmworker employed by Cruinneag as at the Implementation Date; and

2.2.4.2. The person must be residing on the accommodation provided by Cruinneag and on the farm owned by Cruinneag as at the Implementation Date.

2.2.5. To the extent that any employee who satisfies the qualifying criteria in paragraph 2.2.4 above is in a spousal marital relationship (i.e., a legal, consensual, contractual, or common law relationship recognised, sanctioned, and dissolvable by law) with another employee who also satisfies the qualifying criteria, the employees in such spousal marital relationship shall only be provided with 1 (one) home (unless the Acquiring Firm deems otherwise).

2.2.6. The Acquiring Firm will consult with the employees of the Primary Target Firm (and their trade union representatives) on the above commitment within 60 (sixty) Days of the Implementation Date.

### 2.3. CAPITAL INVESTMENT

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2.3.1. Within a period of 3 (three) years from the Implementation Date, the Acquiring Firm will invest not less than an aggregate amount of R20,000,000 (twenty million rand) in relation to various aspects (including, *inter alia*, the replanting of vineyards, investment in facilities and other infrastructure etc.) of the Target Firm. The Acquiring Firm will use its best endeavours to spend at least 25% of the aforementioned amount on HDP owned or controlled suppliers provided that the goods or services are of the appropriate quality standards (based on the Acquiring Firm's standard business practices in South Africa over time and/or relevant industry standards, where applicable), there is reasonable availability of the goods/services, and it is on reasonably competitive commercial terms in relation to independent third party suppliers/service providers.

### 3. MONITORING

- 3.1. The Acquiring Firm shall inform the Commission in writing of the Implementation Date, within 5 (five) Days of it becoming effective.
- 3.2. The Merging Parties shall circulate a copy of the conditions to all their employees and their employee representatives within 5 (five) Days of the Implementation Date.
- 3.3. The Merging Parties shall provide the Commission with the names of the qualifying employees to be provided with newly built houses within 5 (five) Days of the Implementation Date.
- 3.4. Within 5 (five) Days of concluding the consultation process with the employees of the Primary Target Firm (and their trade union representatives), the Merging Parties shall submit an affidavit deposed to by a senior employee, attesting to compliance with clause 2.2.6 of the Conditions.
- 3.5. As proof of compliance thereof, a senior employee of the Acquiring Firm shall within 10 (ten) Days of circulating the Conditions, submit an affidavit attesting to the circulation of the Conditions and provide a copy of the notice that was sent to the employees.
- 3.6. The Acquiring Firm shall, for a period of 3 years, on the anniversary of the Implementation Date, submit a suitable and appropriately detailed annual report
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regarding compliance with the Conditions. The report shall be accompanied by an affidavit deposed to by a senior employee of the Acquiring Firm, attesting to the accuracy of the contents of the report and compliance with the Conditions.

#### **4. APPARENT BREACH**

- 4.1. An apparent breach by the Merging Parties of any of the Conditions shall be dealt with in terms of Rule 39 of the Rules for the Conduct of Proceedings in the Commission read together with Rule 37 of the Rules for the Conduct of Proceedings in the Tribunal.

#### **5. VARIATION**

- 5.1. The Acquiring Firm may at any time, on good cause shown, apply to the Commission for the Conditions to be lifted, revised, amended and/or the time period for fulfilment of the Conditions extended. Should a dispute arise in relation to the variation of the Conditions, the Acquiring Firm shall apply to the Tribunal, on good cause shown, for the Conditions to be lifted, revised, amended and/or the time period for fulfilment to be extended as aforementioned.

#### **6. GENERAL**

- 6.1. All correspondence in relation to the Conditions must be submitted to the following e-mail address: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [ministry@thedtic.gov.za](mailto:ministry@thedtic.gov.za).

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****NTT MOTOR INVESTMENTS (PTY) LTD****AND****NISSAN SANDTON DEALERSHIP OF DATCENTRE MOTORS (PTY) LTD****CASE NUMBER: 2023JUL0024**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

1. On 18 July 2023, the Competition Commission ("Commission") received notice of an intermediate merger whereby NTT Motors Investments (Pty) Ltd ("NTT Group") intends to acquire sole control of the Nissan Sandton retail motor dealership ("Nissan Sandton") operated by Datcentre (Pty) Ltd ("Datcentre"). Upon conclusion of the proposed transaction NTT Group will have sole control of Nissan Sandton.

**Parties**

2. The primary acquiring firm, the NTT Group, is a company incorporated in terms of the laws of South Africa. The NTT Group is wholly owned and controlled by Whelpton Investments (Pty) Ltd ("Whelpton Investments"). Whelpton Investments is wholly owned and controlled by the Whelpton Trading Trust ("Whelpton Trust"). The Whelpton Trust is not controlled by any firm or person.
3. Apart from its interest in the NTT Group, Whelpton Investments wholly controls the following firms in South Africa: NTTFin (Pty) Ltd ("NTTFin"), PC Valley (Pty) Ltd ("PC Valley") and Moneybox Investments 23 (Pty) Ltd ("Moneybox Investments"). NTTFin, PC Valley and Moneybox Investments do not control any other firms in South Africa.

4. Whelpton Trust, NTT Group and all its subsidiaries are hereinafter referred to as the Acquiring Group.
5. NTT Group has no shareholding by historically disadvantaged persons (“HDPs”).
6. The primary target firm is Nissan Sandton, operated at corner Jan Smuts and Waterfall Avenue, Craighall, Gauteng. Nissan Sandton is wholly owned and controlled by Datcentre; a company incorporated in terms of the laws of South Africa. Datcentre is wholly owned and controlled by CMH Holdings (Pty) Ltd (“CMH Holdings”). CMH Holdings is controlled by Combined Motor Holdings Limited (“CMH”) as to 85%. The remaining 15% is held by Main Street 445 (Pty) Ltd (“Main Street”).
7. Datcentre has no shareholding by HDPs. CMH Holding’s effective HDP shareholding is approximately 19,46%. As a result, Datcentre has a shareholding by HDPs of 19,46% on a flow through basis. Nissan Sandton is operated by Datcentre and therefore also has a shareholding by HDPs of 19,46% on a flow through basis.

#### **Activities**

8. The NTT Group’s business activities include the sale of new and used vehicle sales, providing insurance and finance services, fleet management, automotive parts sales and vehicle and truck servicing and repairs. The NTT Group currently operates 41 motor dealerships in South Africa. The motor dealerships operated by the Acquiring Group sell new and used passenger vehicles (“PVs”) and new and used light commercial vehicles (“LCVs”). The brands of PVs and LCVs sold by the Acquiring Group include Volkswagen (“VW”), Audi, Isuzu/Honda, Nissan, Toyota and Suzuki. The Acquiring Group also provides aftersales services for the various brands of vehicles as well as spare automotive parts.
9. Nissan Sandton operates as a Nissan motor dealership. Nissan Sandton sells new and used Nissan PVs, new and used Nissan LCVs, spare automotive parts for Nissan and Datsun vehicles, provides aftersales services for Nissan and Datsun vehicles and provides financial and insurance services.

#### **Competition assessment**



10. There is a horizontal overlap in the activities of the merging parties because both the merging parties operate retail motor dealerships. Specifically, the merging parties' activities overlap with respect to the sale of new and used PVs and LCVs (specifically Nissan branded vehicles).
11. The merging parties also both operate dealerships which sell automotive parts (specifically for Nissan branded vehicles) and provide aftersales services (specifically for Nissan branded vehicles). There is a further horizontal overlap in the activities of the merging parties because both the merging parties provide financial and insurance services.
12. The Commission assessed the proposed transaction in the following markets:
  - 12.1. The market for the sale of new PVs within Sandton and surrounding areas;
  - 12.2. The market for the sale of new LCVs within Sandton and surrounding areas;
  - 12.3. The market for the sale of new PVs in the Gauteng province; and
  - 12.4. The market for the sale of new LCVs in the Gauteng province.
13. However, in relation to the market for automotive parts and aftersales services, the Commission notes that case precedent states that the relevant geographic market for the market for automotive parts and aftersales services is 35 km and 80 km, respectively, from the Target Dealership. In the proposed transaction, the nearest Nissan dealership operated by the Acquiring Group is NTT Nissan, 126,3 km away from Nissan Sandton, The Commission will therefore not assess the market for the provision of aftersales servicing and spare automotive parts for vehicles under warranty as there is no geographic overlap.
14. The Commission found that in the market for the sale of new PVs within Sandton and surrounding areas, the merged entity has a market share of less than 2%. In Gauteng, the merged entity has a market share of less than 1%.
15. In the market for the sale of new LCVs within Sandton and surrounding areas, the merged entity has a market share of approximately 2%. In Gauteng, the merged entity has a combined market share of less than 1%.
16. The Commission also considered the effects of the proposed transaction on intra-brand and inter-brand competition within Sandton and surrounding areas and in Gauteng. The

Commission found that in relation to intra-brand competition between Nissan PVs and LCVs, the Acquiring Group does not operate any Nissan dealerships within Sandton and surrounding areas (nor within Gauteng).

17. The Commission considered inter-brand competition between various vehicle brands within Sandton and surrounding areas and within Gauteng. The Commission found that the Acquiring Group still faces competition from various other direct rival original equipment manufacturers (“OEMs”) dealerships. The Commission found that within Sandton and the surrounding areas there are approximately 39 various dealerships which sell PVs and LCVs which include Fiat Chrysler (1), Ford (4), Hyundai (4), Isuzu (1), Jeep (1), Kia (3), Mahindra (2), Mazda (2), Mitsubishi (2), Opel (1), Peugeot (2), Renault (1), Suzuki (2), Toyota (3) and Volkswagen (4). In Gauteng, there are approximately 415 dealerships of various brands which sell PVs and LCVs.
18. Overall, the Commission concludes that the proposed transaction is unlikely to result in any substantial lessening of prevention of competition in the market for the sale of new PVs and LCVs (i) within Sandton and surrounding areas and in the (ii) Gauteng province.

#### ***Vertical overlap***

19. There is also a vertical relationship between Datacentre and the NTT Group. This is because during the 12-month period ending 31 May 2023, NTT Motors bought 9 new LCVs from Datcentre on a spot sale basis. The merging parties submit that there are no formal supply arrangements between the parties. Both NTT Group and Datcentre form part of the Nissan South Africa Dealer network, which means that both parties are Nissan franchisees and from time to time will wholesale vehicles. For example, both dealers might have a certain vehicle but in different colours, and based on a client’s needs a swop/wholesale purchase will be considered.
20. The Commission is of the view that the proposed transaction is unlikely to result in any vertical foreclosure concerns because the sales occur on a spot sale basis and is infrequent (often done to meet a client’s needs or specifications) and not as a result of any formal agreement between the parties.

#### **Public interest**

**Employment**

21. The merging parties have provided an undertaking that the proposed transaction will not give rise to any merger specific retrenchments.
22. The employee representatives and trade unions representing the employees of the merging parties confirmed that the employees were notified of the proposed transaction and that no employment related concerns were raised. The employee representatives also confirmed that there have been no retrenchments in the last 12 months.

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

23. The merging parties submit that pre-transaction, the Acquiring Firm has no shareholding by HDPs. Nissan Sandton has a 19,46% shareholding by HDPs. Therefore, the net effect is a dilution of HDP shareholding of Nissan Sandton from 19,46% to 0%.
24. To remedy the decrease in HDP shareholding, the merging parties proposed the following initiatives:
  - 24.1. The NTT Group and its affiliates will onboard 30 HDP graduates over 5 years on its 12-month graduate trainee program.
  - 24.2. The NTT Group will also onboard 30 HDP motor mechanic apprentices over 5 years for 12-month learnerships in its workshops and together with an identified mentor the successful candidates will be allowed and supported to complete the required training and obtain the required experience to qualify as a motor vehicle mechanic technician.
  - 24.3. The candidates will receive a market related salary and will qualify for all relevant employee benefits offered by the NTT Group. The value of the two programmes referred to above is estimated to be more than **R[CONFIDENTIAL]** over the committed 5-year period.
25. The Commission found that pre-transaction, the merging parties already offer a graduate programme and apprenticeship programme. From 2020 to 2023 (over a 4-year period), 19 HDP graduates formed part of the graduate trainee programme. The new proposal would therefore result in 11 more HDP graduates forming part of the graduate

programme. Similarly, from 2020 to 2023, 23 HDP apprentices formed part of the mechanic apprentice programme. The proposal would therefore result in 7 more HDP graduates forming part of the apprentice programme. The proposed approximate spend on the graduate programme and mechanic programme for the 5-year period is **R[CONFIDENTIAL]** which is higher than the **R[CONFIDENTIAL]** amount previously spent on HDP graduates and apprentices between 2020 and 2023.

26. The Commission considered the commitments tendered by the merging parties in light of the dilution in HDP shareholding, which the Commission considers to be substantial. In weighing the value of the commitments tendered by the merging parties, the Commission found that an ESOP of 5% of the merger parties' combined asset value would be approximately **R[CONFIDENTIAL]**. The commitments, which total **R[CONFIDENTIAL]**, are thus substantially lower than the indicative value of an ESOP.
27. The Commission then requested that the merging parties remedy the harm to section 12A(3)(e) of the Act through committing to one of the following: (i) The disposal of shareholding to the value of at least 5% to an ESOP; (ii) The disposal of shareholding to the value of at least 5% through an HDP Transaction; or (iii) The transformation in the ownership of existing and new dealerships at the Acquiring Group level.
28. The merging parties argued that the imposition of further conditions and a requirement that the Acquiring Group spend more than **R[CONFIDENTIAL]** on an HDP transaction or an ESOP in circumstances where it is acquiring a loss-making operation which comprises a small portion of the relevant market will render the proposed merger unfeasible from the Acquiring Group's perspective resulting in the closure of Nissan Sandton. The merging parties argued further that in the event that the proposed transaction is not approved, the dealership will be closed and the 38 employees of Nissan Sandton will lose their jobs.
29. The Commission confirmed that Nissan Sandton has made losses in each of the five financial years from 2019 to 2023.
30. Regarding the merger-specificity of the employment effects, the Commission requested that the parties confirm whether there were alternative bidders for the Nissan Sandton dealership. The parties indicated that there have been no other parties interested in purchasing Nissan Sandton and if the proposed merger is not approved, Datcentre will

not look for a different purchaser. Further, on 04 October 2023, MISA advised the Commission that it had been served with a section 189 notice by Datcentre.

31. In considering whether the proposed transaction is justifiable on public interest grounds, the Commission thus has to consider a counterfactual in which the employees of Nissan Sandton would be retrenched. The Commission found the transaction would result in the preservation of 38 jobs, 25 of which relate to vulnerable employees who are either unskilled or semi-skilled. In the circumstances, the Commission considers the preservation of these jobs to be substantial.
32. In all, the Commission therefore accepts the commitments tendered by the merging parties. The conditions to the merger approval are attached hereto as Annexure A.
33. In addition, the proposed transaction does not raise any other public interest concerns.

#### **Conclusion**

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

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**ANNEXURE A**  
**NTT MOTOR INVESTMENTS (PTY) LTD**  
**AND**  
**NISSAN SANDTON DEALERSHIP OF DATCENTRE MOTORS (PTY) LTD**  
**CASE NUMBER: 2023JUL0024**

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**CONDITIONS**

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**1. DEFINITIONS**

- 1.1. The following expressions shall bear the meaning assigned to them below and cognate expressions bear a corresponding meaning -
- 1.1.1. **“Acquiring Firm”** means NTT Motor Investments (Pty) Ltd;
  - 1.1.2. **“Approval Date”** means the date referred to on the Commission’s merger Clearance Certificate (Notice CC15) in terms of the Competition Act;
  - 1.1.3. **“Commission”** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;
  - 1.1.4. **“Commission Rules”** means the Rules for the Conduct of Proceedings in the Commission;
  - 1.1.5. **“Competition Act”** means the Competition Act 89 of 1998, as amended;
  - 1.1.6. **“Conditions”** means these conditions;
  - 1.1.7. **“Days”** means any calendar day other than a Saturday, a Sunday or an official public holiday in South Africa;
  - 1.1.8. **“HDP”** means historically disadvantaged persons within the meaning of the Act;
  - 1.1.9. **“Implementation Date”** means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
  - 1.1.10. **“Merger”** means the acquisition of sole control of the Target Dealership by the Acquiring Firm;

- 1.1.11. **"Merging Parties"** means the Acquiring Firm and the Target Dealership;
- 1.1.12. **"NTT Graduate Programme"** means a programme set up by the Acquiring Firm to onboard 30 (thirty) HDP graduates in total over a period of 5 (five) years on our its 12-month graduate trainee programme. During this graduate trainee program, the successful candidates will be given exposure to all the major departments of a motor dealership, this experience will hopefully place them in ideal position to embark on a successful career within the industry.
- 1.1.13. **"NTT Mechanic Apprenticeship Programme"** means a programme set up by the Acquiring Firm to onboard 30 (thirty) HDP mechanic apprentices in total over a period of 5 (five) years on our its 12-month learnership programme in its workshops and together with an identified mentor the successful candidates will be allowed and supported to complete the required training and obtain the required experience to qualify as a motor vehicle mechanic technician.
- 1.1.14. **"South Africa"** means the Republic of South Africa;
- 1.1.15. **"Target Dealership"** means the Nissan Sandton dealership operated by Datcentre Motors (Pty) Ltd;
- 1.1.16. **"Tribunal"** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act; and
- 1.1.17. **"Tribunal Rules"** mean the Rules for the Conduct of Proceedings in the Tribunal.

## 2. RECORDAL

- 2.1. The Merging Parties have committed that there will be no job losses or retrenchments as a result of the Merger and that all the employees of the Target Dealership will be retained and continue to be employed by the Target Dealership post-merger. The merger will thus result in job preservation for the 38 employees of the Target Dealership.
- 2.2. Further, the Merging Parties have committed to investing in skills development and workplace training of HDP graduates and apprentices that is intended to improve the ability of these HDP graduates and apprenticeships to obtain employment. The Commission accepts these conditions.

## 3. Skills development

- 3.1. The Acquiring Firm shall for a period of 5 (five) years following the Implementation Date provide a skills development programme in terms of which the Acquiring Firm will:
  - 3.1.1. Onboard 30 (thirty) HDP graduates in total over a period of 5 years, and
  - 3.1.2. Onboard 30 (thirty) HDP mechanic apprentices in total over a period of 5 years.
- 3.2. The estimated combined value of the NTT Graduate Programme and NTT Mechanic Apprentice Programme will be **R[CONFIDENTIAL]** over the 5-year period.

#### **4. MONITORING OF COMPLIANCE WITH THE CONDITIONS**

- 4.1. The Acquiring Firm shall inform the Commission in writing of the Implementation Date within 5 (five) Days of it becoming effective.
- 4.2. The Acquiring Group shall submit a compliance report detailing its compliance with clause 2 of the Conditions, within 60 (sixty) days of each anniversary of the Implementation Date. The report shall be accompanied by an affidavit from a director of the Acquiring Firm confirming the accuracy of the information contained in the report.
- 4.3. The Commission may request any additional information from the Merging Parties, which the Commission from time to time may deem necessary for purposes of monitoring the extent of compliance with these Conditions.

#### **5. APPARENT BREACH**

- 5.1. Should the Commission receive any complaint in relation to non-compliance with the above Conditions, or otherwise determines that there has been an apparent breach by the Merging Parties of these Conditions, the breach shall be dealt with in terms of Rule 37 of the Tribunal Rules read together with Rule 39 of the Commission Rules.

#### **6. VARIATION**

- 6.1. The Merging Parties may at any time, on good cause shown, apply to the Commission for the conditions to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the variation of the conditions, the Merging Parties shall apply to the Tribunal, on good cause shown, for the conditions to be waived, relaxed, modified and/or substituted.

#### **7. GENERAL**



7.1. All correspondence in relation to the Conditions must be submitted to the following e-mail addresses: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [ministry@thedtic.gov.za](mailto:ministry@thedtic.gov.za).

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****VALMET OYJ****AND****THE TISSUE BUSINESS OF THE KÖRBER GROUP****CASE NUMBER: 2023JUL0026**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

**Background**

- 1 On 19 July 2023, the Competition Commission ("the Commission") received notice of an intermediate merger whereby Valmet Oyj ("Valmet") intends to acquire the entire issued share capital in Körber Tissue Fold S.r.l. ("Körber Tissue Fold") and Körber Tissue S.p.A. ("The Tissue Business of Körber Group"). Post-merger, The Tissue Business of Körber Group will be solely controlled by Valmet.

**Description of the merging parties**

- 2 The primary acquiring firm, Valmet, is incorporated under the laws of Finland as a publicly traded company listed on the Nasdaq Helsinki Stock Exchange. As its shares are widely held, Valmet is not directly or indirectly controlled by any single firm or individual. In South Africa, Valmet controls two firms, namely, Valmet South Africa (Pty) Ltd ("Valmet SA") and Valmet Flow Control South Africa (Pty) Ltd ("Valmet Flow" SA).
- 3 Valmet, its controlling firms and their subsidiaries are collectively referred to as the "Acquiring Group".
- 4 None of the shares of Valmet are held by historically disadvantaged persons ("HDPs").

- 5 The primary target firms are Körber Tissue Fold S.r.l. (“Körber Tissue Fold”) and Körber Tissue S.p.A. (“Körber Tissue”). Körber Tissue Fold and Körber Tissue are incorporated under the laws of Italy and are wholly owned by Körber Beteiligungen GmbH, a company incorporated under the laws of Germany. Körber Tissue Fold and Körber Tissue do not directly or indirectly control any firm within South Africa. Körber Tissue Fold and Körber Tissue will henceforth be collectively referred to as The Tissue Business of Körber Group or Target Firms.
- 6 None of the shares of the Target Firms are held by HDPs.

#### **Activities of the merging parties**

- 7 Valmet is a leading global developer and supplier of process technologies, automation, and services for the pulp, paper, and energy industries.
- 8 The Target Firms are active in the supply of tissue converting machinery which involves converting tissue base paper into packaged consumer products, such as toilet paper.

#### **Overlapping markets and assessment**

- 9 The merging parties submit that there is no horizontal overlap between their activities within South Africa and globally. The acquiring firm provides technology solutions for pulp production, as well as machine rebuilds and process components for board, tissue, and paper production. On the other hand, the Target Firms supply tissue converting machines.
- 10 The Commission notes that whilst both parties are active in the manufacture of machinery for the paper industry, the Acquiring Group provides machinery for the manufacture of pulp and paper whilst the Target Firms manufacture machinery for converting tissue-based paper into packaged consumer products such as toilet paper, household towels and napkins. As such, the merger parties’ machines are not substitutable from a demand-side perspective as they are used for distinct products at different stages of the value chain. Further, there is no vertical overlap arising.
- 11 The Commission is of the view that the proposed transaction is unlikely to lead to a substantial prevention and lessening of competition in any of the markets of the merging parties.

**Public interest***Effects on employment*

- 12 The proposed transaction does not raise employment concerns.

*The promotion of a greater spread of ownership, in particular to increase the levels of ownership by historically disadvantaged persons (HDPs) and workers in the firms in the market - section 12A(3)(e) of the Competition Act No. 89 of 1998 (as amended) (the "Act")*

- 13 The merging parties submit that the merger has no effect on the promotion of a greater spread of ownership, in particular, the proposed transaction will not affect the level of ownership by HDPs and workers within the merging parties.
- 14 The Commission informed the parties that the Competition Act imposes a positive obligation on merger parties to promote a greater spread of ownership and that this applies to all mergers filed in South Africa. Accordingly, the Commission requested the merging parties to implement an HDP transaction and/or an employee share ownership plan ("ESOP") within the merged entity.
- 15 In response, the merging parties submit that section 12A of Act does not impose an obligation to generate positive effects, particularly where the merger is an international transaction and neither the acquiring firm nor the target firm is based in South Africa.
- 16 The Commission reiterated its position that there is a positive obligation to promote a greater spread of ownership in all mergers but in light of the facts of this case, requested the parties to consider making other public interest commitments that may countervail their failure to remedy section 12A(3)(c) of the Act.
- 17 The merging parties have since agreed to conditions to (i) establish enterprise and supplier development fund for the benefit of HDPs and (ii) development of the experience, skills and knowledge of black women and/or employees including through the provision of bursary for study in academic programmes at institutions of higher learning and (iii) procurement from black-owned businesses and black women-owned businesses. The value of commitments will be based on [CONFIDENTIAL]% of the annual net profit after tax of the merged entity's South African entities, over a 3 (three) year period.
- 18 The proposed transaction does not raise any other public interest concerns.

**CONCLUSION**

- 19 The Commission approves the merger subject to Conditions attached as **Annexure A**.

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**ANNEXURE A**

**VALMET OYJ**

**AND**

**THE TISSUE BUSINESS OF THE KÖRBER GROUP**

**CASE No: 2023JUL0026**

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## CONDITIONS

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### 1 DEFINITIONS

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

- 1.1 **"Acquiring Firm"** means Valmet Oyj., including Valmet Flow Control South Africa (Pty) Ltd and Valmet South Africa (Pty) Ltd;
- 1.2 **"Approval Date"** means the date referred to on the Commission's merger clearance certificate (Form CC15), being the date on which the Merger is approved in terms of the Competition Act;
- 1.3 **"Black"** means black people as defined in the Broad-based Black Economic Empowerment Act No 53 of 2003, as amended;
- 1.4 **"Black-owned businesses"** means businesses which are held as to 51% or more by Black people;
- 1.5 **"Black women-owned businesses"** means a business that is held as to 51% or more by Black women;
- 1.6 **"Competition Act"** means the Competition Act, No. 89 of 1998, as amended;
- 1.7 **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;
- 1.8 **"Commission Rules"** means the Rules for the Conduct of Proceedings in the Competition Commission;
- 1.9 **"Conditions"** means the conditions specified in this document;
- 1.10 **"Days"** mean any calendar day which is not a Saturday, a Sunday or an official public holiday in South Africa. A public holiday shall also include such days as may be declared by the President of South Africa in terms of the Public Holidays Act 36 of 1994;

- 1.11 **"Employees"** means all the Employees of the Merging Parties, as defined in the LRA, employed as such on the Implementation Date;
- 1.12 **"HDP"** means a historically disadvantaged person as defined in section 3(2) of the Competition Act;
- 1.13 **"Implementation Date"** means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
- 1.14 **"LRA"** means the Labour Relations Act 66 of 1995, as amended;
- 1.15 **"Merged Entity"** means the Acquiring Firm after the Merger is implemented by the Merger Parties;
- 1.16 **"Merger"** means the proposed acquisition by the Acquiring Firm of the entire issued share capital of the Tissue Businesses of the Körber Group;
- 1.17 **"Merger Parties"** means collectively the Acquiring Firm and the Target Firms,
- 1.18 **"National Qualification Framework"** means the national qualification framework contemplated in the National Qualification Framework Act No 67 of 2008;
- 1.19 **"NPAT"** means net profit after tax, being the amount that remains after a company has paid of all its operating and non-operating expenses, other liabilities, and taxes.
- 1.20 **"Target Firms"** means Körber Tissue Fold S.r.l. and Körber Tissue S.p.A., collectively referred to as the Tissue Businesses of the Körber Group, namely
- 1.21 **"Tribunal"** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act.

## 2 ENTERPRISE AND SUPPLIER DEVELOPMENT AND SKILL DEVELOPMENT FUND

- 2.1 Over an uninterrupted period of 3 (three) years, following the Implementation Date of the Merger, the Merged Entity shall spend an amount equal to no less than the sum of **[CONFIDENTIAL]**% of the NPAT for the Merged Entity's South African entities for each of the relevant 3 (three) years, on one or more of the following:

- 2.1.1 Enterprise and supplier development, in particular with regard to the promotion of the ability of SMMEs and firms controlled or owned by HDPs to effectively enter into, participate in or expand within markets in South Africa.

2.1.2. Development of the experience, skills and knowledge of Black women and/or employees, including through the provision of bursaries for study in academic programmes at institutions of higher learning within the National Qualifications Framework.

2.1.3. Procurement from black-owned businesses and Black Women-Owned businesses, provided that the goods and services that the Merged Entity requires to be procured are available on reasonable, practical and competitive terms that comply with the Merged Entity's reasonable requirements, particularly as regards availability, quantity, counterparty risk and pricing.

### **3 MONITORING**

3.1 The Acquiring Firm shall inform the Commission in writing of the Implementation Date within 3 (three) Days of the Implementation Date.

3.2 The Merged Entity shall within 6 (six) months of releasing the audited financial statements of its South African entities, provide the Commission with the NPAT of its South African operations.

3.3 The Merged Entity shall submit an annual report to the Commission indicating compliance with respect to these Conditions for a period of 3 (three) years. These reports must be lodged within 20 (twenty) Days after each anniversary of the Implementation Date for a period of 3 (three) years. This report shall be accompanied by an affidavit, attested to by a senior official of the Merged Entity, confirming the accuracy of the report.

### **4 APPARENT BREACH**

If the Merger Parties appear to have breached the Conditions, or if the Commission determines that there has been an apparent breach by the Merger Parties of any of the Conditions, this shall be dealt with in terms of Rule 39 of the Rules for the Conduct of Proceedings in the Commission.

### **5 VARIATION OF THE CONDITIONS**

The Merger Parties may at any time, on good cause shown, apply to the Commission for the Conditions to be lifted, revised, or amended. Should a dispute arise in relation to



the variation of the Conditions, the Merger Parties shall apply to the Tribunal, on good cause shown, for the Conditions to be lifted, revised, or amended.

**6 GENERAL**

All correspondence in relation to the Conditions must be submitted to the following email addresses: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [ministry@thedtic.gov.za](mailto:ministry@thedtic.gov.za).

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****ENVIROSERV WASTE MANAGEMENT PTY LTD****AND****VISSERSHOK WASTE MANAGEMENT FACILITY (PTY) LTD****CASE NUMBER: 2023JUL0029**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

**The Transaction**

1. On 20 July 2023, the Competition Commission ("the Commission") received notice of an intermediate merger whereby Enviroserv Waste Management (Pty) Ltd ("Enviroserv") intends to acquire 50% of the issued share capital in Vissershok Waste Management Facility (Pty) Ltd ("Vissershok") from Cavaris Holdings (Pty) Ltd ("Cavaris"), the seller. Currently, Enviroserv owns 50% in Vissershok and post-merger, Enviroserv will own 100% of the shares in, and have sole control over, Vissershok. Vissershok is a Class A landfill accepting low and high hazardous waste and other forms of waste located in Milnerton, Cape Town.
2. The primary acquiring firm, Enviroserv Waste Management Proprietary Limited ("Enviroserv") is controlled by Enviroserv Holdings Proprietary Limited ("EH"), which is in turn controlled by Umzwilili Environmental Solutions Proprietary Limited ("Holdco"). Holdco is controlled by SUEZ International ("Suez") as to 51%. Suez International is controlled by Suez S.A (Pty) Ltd (Suez S.A). Suez S.A is in turn controlled by Suez Holdings. Suez Holdings is not controlled by any single shareholder. The shareholders holding the majority of the shares in Suez Holdings are Global Infrastructure Partners Highbury SAS as to 40.17% and Meridiam Sustainable Water and Waste Fund S.A.S as to 40.17%.

3. EH controls Enviroserv Africa Holdings Limited (dormant), which in turn controls Enviroserv Waste Management (Mozambique) Limitada and Enviroserv.
4. Enviroserv controls several firms in South Africa. Enviroserv, all the firms that control it and all its subsidiaries are hereinafter referred to as “the Acquiring Group”.
5. The Acquiring Group has 35.1% shareholding held by historically disadvantaged persons (“HDPs”).
6. The primary target firm is Vissershok Waste Management (Pty) Ltd (“Vissershok”), a private company incorporated under the laws of South Africa. Vissershok is jointly controlled by Caravis and Enviroserv Solutions (the Acquiring Firm). Vissershok does not control any firm.
7. Vissershok, will be referred to as “the Target Firm”. The Target Firm has 19.1% shareholding held by HDPs.

#### **The parties’ activities**

8. Globally, Suez, the ultimate controller of Enviroserv, is active in the water network management, water treatment, desalination and wastewater recycling solutions for public and industrial customers. It is also active in the collection, sorting, recycling, treatment and disposal of non-hazardous and hazardous waste for industrial and municipal customers.
9. The primary acquiring firm, Enviroserv, is a waste management company which provides end-to-end services which include collecting, analysing, treating and disposing of general and hazardous waste at landfills and alternative treatment and disposal facilities. It is active in the waste management sector in South Africa, Mozambique and Uganda.
10. Enviroserv provides its services internally as well as to third parties. It owns and operates 5 landfill sites (including the target firm) located in Gauteng, KwaZulu-Natal and the Western Cape.

11. Enviroserv categorises the waste it collects and transports it to the relevant landfill site for treatment and disposal. Landfill sites are categorised into (i) general landfill sites which accept any waste that does not pose a significant threat to public health or the environment and (ii) hazardous waste landfill sites which are classified as either 'high' hazardous sites or 'low' hazardous sites. General waste is generally transported to the nearest available landfill site while hazardous waste must be disposed at a hazardous waste landfill site.
12. The primary target firm is Vissershok which owns a landfill site in Milnerton in the Western Cape. Vissershok provides downstream services to waste management companies for the treatment and disposal of waste. Enviroserv manages the Vissershok Landfill site on Vissershok's behalf. The Vissershok Landfill Site is a Class A landfill (accepting low and high hazardous waste and other forms of waste). It is currently the only landfill site in the Western Cape which accepts all types of hazardous waste.

#### **Competition assessment**

13. The Commission considered the activities of the merging parties and found that the proposed transaction raises a vertical overlap between the merger parties as the Acquiring Group is active in the collection, transportation and disposal of waste at Landfill Sites in the Western Cape, whilst the Target Firm owns the Vissershok landfill site which is active in the treatment and disposal of waste. The merger parties have a pre-existing relationship as Enviroserv currently operates the Vissershok Landfill site on behalf of the Target Firm.
14. For purposes of assessing the proposed transaction, the Commission will assess the following relevant markets
  - 14.1. A local upstream market (within a 60km radius from collection point) for the collection and transportation of general waste as well as a local downstream market for the treatment and disposal of general waste at landfill sites (also limited to a 60km radius from Vissershok Landfill site in Western Cape).
  - 14.2. A provincial upstream market for the collection and transportation of hazardous waste as well as the provincial downstream market for the treatment and disposal of hazardous waste at landfill sites.

***Vertical Assessment***

15. Pre-merger, Enviroserv already has a joint controlling 50% interest in Vissershok and therefore the proposed merger is a move from joint to sole control. Therefore, the instant assessment considers the potential change in incentives that may arise as a result of the change in control arising from Caravis exiting its 50% shareholding in Vissershok.

***Input foreclosure assessment***

16. In respect of general waste, the Commission found that in the local market for the collection and disposal of general waste, Enviroserv has approximately 15% market share and is unlikely to exercise market power. Enviroserv is thus unlikely to have the ability to input foreclose downstream landfill sites in respect of general waste.
17. In relation to hazardous waste, Enviroserv has a market share of approximately 50%, and is a dominant player and the largest player in this market. Given that Enviroserv is the largest player making up approximately 50% of the upstream market for the collection and disposal of hazardous waste, it is likely to exercise market power in the upstream market for hazardous waste.
18. Even if Enviroserv likely exercises market power in the upstream market for the collection and transportation of hazardous waste given its high market shares, there appears to be no incentives for Enviroserv to solely use the Vissershok site post-merger. This is because waste disposal requires waste collectors such as Enviroserv to take into account factors such as logistics of transporting, proximity between the collection point and landfill, type of waste the landfill is licensed to accept, price per ton charged by the landfill site to dispose, amongst other factors. If the merger parties do not use other landfill sites (especially the ones in close proximity) and exclusively use their own Vissershok landfill, this will likely result in higher costs than rivals because of the factors listed above.
19. Further, in respect of hazardous waste in particular, it can only be disposed of at a licensed Class A site which can receive untreated hazardous waste. In Western Cape, this is currently only at Vissershok. There are effectively no other operating class A sites that can receive the hazardous waste besides Vissershok. Accordingly, there are

no other downstream hazardous waste landfill sites in Western Cape that could be foreclosed.

*Customer foreclosure*

20. In terms of ability in the downstream landfill market, there are other alternative municipal landfill sites in Western Cape which accept general waste and these landfill sites will likely constrain Vissershok with respect to the receipt of general waste. These include (i) City of Cape Town municipal landfill sites in Vissershok (consisting of the South and North landfills) (ii) general municipality waste sites situated at Coastal Park, (iii) municipal solid organic waste sites at New Horizon's energy waste to energy facility and fruit and pulp at Elgin Biogas facility.
21. However, in terms of hazardous waste, Vissershok is currently the only operating landfill site that is licenced to receive all types of hazardous waste in the Western Cape. City of Cape Town only accepts low to moderate grade hazardous waste which is pre-treated or waste not requiring treatment at the landfill site. Other non-landfill companies such as brick manufacturers and cement manufacturers also accept some industry related hazardous waste, however they only accept specific types of waste including ash, green mould sand and effluent wastewater as specified in their waste licenses.
22. As the only operating hazardous waste landfill site, Vissershok likely has the ability to foreclose other upstream rivals of Enviroserv from accessing the landfill site especially for hazardous waste.

**Third party concerns**

23. The Commission received several third-party concerns relating primarily to possible foreclosure post-merger. The third party concerns are summarised as follows:
  - 23.1. The merged entity will capture the entire waste market in the Western Cape province as Vissershok Landfill site is the only Landfill Site in the Western Cape which accepts extremely hazardous and hazardous waste.
  - 23.2. the proposed transaction will result in a monopoly in the waste management sector, as the merger parties will own multiple landfills which will give Enviroserv unprecedented control over waste management and disposal in the Western Cape province and other provinces.

- 23.3. the merger will result in high barriers to entry, as the acquisition could create insurmountable barriers for new and existing companies in the sector as it will make it increasingly difficult for smaller competitors to invest in new technologies or expand operations.
- 23.4. Enviroserv already charges Averda double the rate whenever they request quotations for disposal services at which accepts general waste. The proposed transaction will result in the higher prices charged at Simmer and Jack landfill site in Johannesburg also being applied at Vissershok.
24. The Commission found that the concentration and monopoly related concerns raised above do not arise as a direct result of the proposed merger.
25. However, to address the foreclosure concerns arising especially in relation to hazardous waste, the merger parties undertake to continue to accept general and hazardous waste from the Acquiring Firm and its competitors, on a non-discriminatory basis for a period of 5 (five) years.
26. Further, the merger parties' have provided a condition that from the Approval Date, the Merging Parties shall ensure that there is no differential treatment of customers relating to payment terms other than on the basis contemplated in section 9(2) of the Competition Act.

#### **Public interest Issues**

27. There are no public interest issues arising.

#### **Conclusion**

28. The Commission approves the proposed merger subject to conditions in **Annexure A**.

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**ANNEXURE A**  
**ENVIROSERV WASTE MANAGEMENT PROPRIETARY LIMITED**  
**AND**  
**VISSERSHOK WASTE MANAGEMENT FACILITY PROPRIETARY LIMITED**  
**CASE NUMBER: 2023JUL0029**

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**CONDITIONS**

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**1. DEFINITIONS**

- 1.1 The following expressions shall bear the meanings assigned to them below, and cognate expressions bear corresponding meanings –
- 1.1.1 **"Acquiring Firm"** means Enviroserv;
- 1.1.2 **"Approval Date"** means the date referred to in the Commission's Merger Clearance Certificate (Form CC 15) in terms of the Competition Act;
- 1.1.3 **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;
- 1.1.4 **"Commission Rules"** means the Rules for the Conduct of Proceedings in the Commission;
- 1.1.5 **"Competition Act"** means the Competition Act, 89 of 1998, as amended;
- 1.1.6 **"Conditions"** means these conditions set out herein;
- 1.1.7 **"Days"** means any calendar day other than Saturday, a Sunday or an official public holiday in South Africa;
- 1.1.8 **"Enviroserv"** means Enviroserv Waste Management (Pty) Ltd;
- 1.1.9 **"General Waste"** means general waste as defined in the National Environmental Management Waste Act 2008, Act no 59 of 2008;



- 1.1.10 **"Hazardous waste"** means hazardous waste as defined in the National Environmental Management Waste Act 2008, Act no 59 of 2008;
- 1.1.11 **"Implementation Date"** means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
- 1.1.12 **"Merged Entity"** means Vissershok subject to the control of Enviroserv following the Implementation Date;
- 1.1.13 **"Merger"** means the acquisition of control by the Acquiring Firm over the Target firm;
- 1.1.14 **"Merging Parties"** means collectively the Acquiring Firm and the Target Firm;
- 1.1.15 **"South Africa"** means the Republic of South Africa;
- 1.1.16 **"Target Firm"** means Vissershok;
- 1.1.17 **"Tribunal"** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act;
- 1.1.18 **"Tribunal Rules"** means the Rules for the conduct of proceedings in the Tribunal;
- 1.1.19 **"Vissershok"** means Vissershok Waste Management Facility (Pty) Ltd; and
- 1.1.20 **"Vissershok Landfill Site"** means the landfill site operated by Vissershok in Frankdale Road, Vissershok, Milnerton in the Western Cape.

## 2. CONDITIONS

- 2.1 For a period of 5 (five) years from the Approval Date, the Merging Parties shall procure that the business conducted by the Target Firm as at the Approval Date,

continues to accept general and hazardous waste at the Vissershok Landfill Site from the Acquiring Firm and its competitors on non-discriminatory terms.

- 2.2 From the Approval Date, the Merging Parties shall ensure that there is no differential treatment of customers relating to payment terms other than on the basis contemplated in section 9(2) of the Competition Act.

### 3. MONITORING OF COMPLIANCE WITH THE CONDITIONS

- 3.1 The Merged Entity shall inform the Commission in writing of the Implementation Date within 5 (five) Days of its occurrence.
- 3.2 The Acquiring Firm shall, for a period of 5 (five) years, 5 (five) days after the first, second, third, fourth and fifth anniversary of the Implementation Date, submit a report to the Commission detailing its compliance with clause 2.1 of the Conditions.
- 3.3 The Commission may request additional information from the Merging Parties, which the Commission may reasonably deem necessary to monitor the extent of compliance with the Conditions.

### 4. VARIATION OF THE CONDITIONS

- 4.1 The Acquiring Firm may at any time, on good cause shown, apply to the Commission for the Conditions to be lifted, revised, amended and/or the time period for fulfilment of the Conditions extended. Should a dispute arise in relation to the variation of the Conditions, the Acquiring Firm shall apply to the Tribunal, on good cause shown, for the Conditions to be lifted, revised or amended.

### 5. APPARENT BREACH

- 5.1 Should the Commission receive any complaint in relation to non-compliance with the above Conditions, or otherwise determines that there has been an apparent breach by the Merging Parties of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Commission Rules.

### 6. GENERAL

- 6.1 All correspondence concerning the Conditions must be submitted to the following email address: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [ministry@thedtic.gov.za](mailto:ministry@thedtic.gov.za).

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions  
Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****BETTERHOME GROUP LIMITED****AND****PRIVATE PROPERTY SOUTH AFRICA PROPRIETARY LIMITED****CASE NUMBER: 2023JUL0035**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

1. On 21 July 2023, the Competition Commission (the "Commission") received a notice of an intermediate merger which entails Private Property South Africa Proprietary Limited ("Private Property") entering into a share buy-back arrangement that will result in it repurchasing and cancelling various shares that are currently held by Estate Agents Property Portal Company (Pty) Ltd ("EAPPC"), as well as potentially buying back additional shares owned by certain minority shareholders ("the Potential Transaction"). As a consequence of this share buy-back and the subsequent cancellation of those shares, the proportionate shareholding of BetterHome Group Limited ("BetterHome"), which is an existing shareholder in Private Property, will increase from the current **[CONFIDENTIAL]**% non-controlling minority shareholding to a controlling majority shareholding in Private Property of at least **[CONFIDENTIAL]** %.

**Parties**

2. The majority of the shares in BetterHome are controlled by entities associated with **[CONFIDENTIAL]**.
3. BetterHome has interests in the following firms:

- 3.1. BetterLife Origination Services (Pty) Limited (“BetterLife Origination Services”)([CONFIDENTIAL]%)
  - 3.2. BetterSure Financial Consultants (Pty) Limited (“BFC”)([CONFIDENTIAL]%)
  - 3.3. BetterSure Insurance Brokers (Pty) Limited (“BetterSure Insurance”)([CONFIDENTIAL]%)
  - 3.4. SwitchX (Pty) Ltd ([CONFIDENTIAL]%) (“SwitchX”); and
  - 3.5. Bluedoor Investments (Pty) Ltd (“Bluedoor Investments”) ([CONFIDENTIAL]%). Through Blue Door Investments, BetterHome holds preference shares in certain real estate franchisor brands. These firms are: [CONFIDENTIAL].
  - 3.6. In addition to the preference shares it holds in real estate franchisor brands, BetterHome holds shares in certain companies providing services in the broader real estate sector. The companies in which it holds more than [CONFIDENTIAL]% include the following: Resize Home Loans (Pty) Limited ([CONFIDENTIAL]%); Sudden Impact 76 (Pty) Limited and BetterLife Foundation NPC ([CONFIDENTIAL]%), amongst others.
4. For completeness, BetterHome has [CONFIDENTIAL] interests in Loom Property Insights (“Loom”) ([CONFIDENTIAL]% shareholding).
  5. BetterHome is currently held as to [CONFIDENTIAL] % by historically disadvantaged persons (“HDPs”).
  6. The shares in Private Property are held [CONFIDENTIAL].
  7. Private Property holds a 100% shareholding in Fusion Agency Solutions (Pty) Ltd (“Fusion”), a company which is duly incorporated in terms of the laws of South Africa. Private Property also owns a 100% shareholding in Even Wise Trading (Pty) Ltd (“Even Wise”), a company that holds treasury shares in Private Property, which is duly incorporated in terms of the laws of South Africa.
  8. Private Property is currently held [CONFIDENTIAL]% by HDPs.
  9. EAPPC does not have any shareholding held by HDPs.

## Activities

10. BetterHome is an investment holding company and its subsidiaries and associated companies provide a range of products and services in the broad real estate sector including mortgage/bond origination as well as long-term and short-term insurance broking. The bond origination services are provided by BetterHome under the brand "BetterBond". BetterHome also holds preference shares in real estate franchisor businesses.
11. Loom is a new data business with a pilot product that provides comparative market analysis.
12. SwitchX facilitates the submission of, and status updates in respect of, mortgage applications with financial institutions.
13. Private Property is a property portal which sells property-related digital advertising services as an online platform. The platform enables property shoppers to search for property listings (both in respect of sales and rentals) and property-related services such as financial services, insurance services, mortgage/bond origination and legal services.
14. Fusion provides back-office estate agent listing management cloud-based software that enables estate agents to place their property listings across a variety of competing property portals through a single access point.

#### **Areas of overlap**

15. The Commission considered the activities of the merging parties found that the proposed transaction results in vertical overlaps as (i) BetterBond (a subsidiary of BetterHome) lists its bond/mortgage origination services on the Private Property platform and (ii) BetterHome holds preference shares in various real estate franchisors whose franchisees list their property stock on the Private Property platform. Thus, vertical overlaps arise at the mortgage origination level and the real estate level.

#### **Relevant markets**

16. For purposes of assessing this instant transaction, the Commission did not conclude on the relevant market but considered the following markets:
  - 16.1. The national market of online vertical property classifieds services by online property portals;

- 16.2. The broad national market for the provision of bond origination services, including traditional bond originators and financial lending institutions;
- 16.3. The narrow national market for the provision of bond origination services, excluding financial lending institutions; and
- 16.4. The national market for real estate agency services.

### **Vertical effects**

17. The first vertical overlap arises as BetterBond advertises its bond origination services on the Private Property platform. In this regard, the Commission identified an upstream market for online vertical property classifieds services by online property portals and a downstream market for the provision of bond origination services. Private Property is active upstream, whilst BetterBond is active downstream.
18. The second vertical overlap arises as real estate franchisees list/advertise their property stock on the Private Property online platform. In this regard, the Commission identified the upstream market for online vertical property classifieds services by online property portals and the downstream market for real estate agency services. Private Property is active upstream while BetterHome (through its interest in franchisors) is active downstream.

### *The Private Property and BetterBond vertical relationship*

19. Regarding input foreclosure, the Commission found that Property24 is the dominant platform and Private Property is the second largest player in the market. There are several small vertical property classifieds portals in the market (such as IOL Property, MyProperty, MyRoof, PropertyCentral, Immo Africa and TPN Properties) but the Commission found that these are unlikely to pose a competitive constraint on Property24 and Private Property.
20. When considering the effect of the proposed transaction on customers within the ***narrow downstream market for bond origination services (excluding financial lending institutions)***, the Commission found that BetterBond and Ooba are the only bond originators that advertise their services on the Private Property platform. The Commission is of the view that any input foreclosure by Private Property is unlikely to have a significant effect on third-party bond originators, mainly Ooba in this instance.

21. Regarding customer foreclosure, the Commission found that **[CONFIDENTIAL]**. Therefore, there is no third-party property portal that is likely to be foreclosed as a result of the proposed transaction.

*The vertical relationship between Private Property and the real estate franchisees*

22. Regarding input foreclosure, the Commission found that in 2022, Private Property generated less than **[CONFIDENTIAL]** % of its total advertising revenue from spend by real estate agents that are franchisees of the franchisors in which BetterHome has an interest. Given this, the Commission is of the view that the merged entity is unlikely to have incentives to adopt an input foreclosure strategy as it is unlikely to recoup the significant loss of revenue from a self-dealing strategy.
23. Regarding customer foreclosure, the Commission found that there are numerous other third-party real estate agencies that list their properties on online property classified advertisement portals. These include national franchisors such as Rawson, Pam Golding, Seeff, Just Property, Harcourts, Century 21 and Sotheby's, amongst others.
24. The Commission also notes that due to the instant transaction, the EAPPC shareholders will relinquish their shareholding in Private Property. Further as part of the **[CONFIDENTIAL]**. This will remove the obligation and accompanying incentives **[CONFIDENTIAL]**. Therefore, the proposed transaction removes the preferential contracts of EAPPC member which strongly incentivised them not to use rival platforms.

**Coordinated effects**

25. The proposed transaction will result in BetterHome and Ooba increasing their shareholding in Private Property. BetterHome and Ooba compete directly in the bond origination market and in the markets for short-term and long-term insurance. Further, BetterHome and Ooba also **[CONFIDENTIAL]** and **[CONFIDENTIAL]**.
26. Prior to the merger, BetterHome and Ooba are each entitled to **[CONFIDENTIAL]** nominations to serve as directors on the board of Private Property. With the proposed transaction, BetterHome will be entitled to **[CONFIDENTIAL]**.
27. The Commission notes that the two entities appear to nominate key personnel onto the board of Private Property. For instance, **[CONFIDENTIAL]**.



28. The Commission is concerned that the BetterHome's acquisition of a controlling stake in Private Property coupled with **[CONFIDENTIAL]** could enhance the scope for the exchange of competitively sensitive information between BetterHome and Ooba in the bond origination market and also in the market for short-term and long-term insurance.
29. When estate agents list their stock on the property portals, they submit information relating to each property including photographs, price, location, size, complete description and applicable levies and taxes. Although this information is not considered to be confidential when listed on the property portals, there is value attached to it when it is consolidated. The property portals are also able to track the 'clicks' and 'leads' generated by estate agents on their listed properties. Once BetterHome acquires control of Private Property, it will have unfettered access to this information and can use the data to augment their service offering in the data analytics and solutions service through Loom.

### **Third-party views**

30. The Commission received concerns from competing bond origination, vertical online portal operators and data analytics companies. The main concerns relate to common ownership that exists across the residential property value chain and the potential for anticompetitive information exchange at multiple levels of the residential property buying and selling value chain.
31. According to submissions by third parties, Ooba and BetterHome enjoy arrangements known as "tied arrangements" with the big real estate groups. As examples, Pam Golding, Seeff, Wakefields and others are said to be "tied" to Ooba. On the other hand, RE/Max, Chas Everitt, Leapfrog, Real Net and others are said to be "tied" to BetterHome. Market participants submit that there are about 10-13 big real estate brands in South Africa all of whom have some form of tied arrangement with one of these two originators, Ooba and BetterHome, who collectively make up at least 85% of the South African mortgage origination market.
32. As part of this significant common ownership, there exists a significant amount of cross-directorship which create an information exchange platform amongst direct competitors, BetterBond and Ooba. This is important because BetterHome also has ownership

interests in the insurance industry, through an entity known as BetterSure, which provides homeowners insurance, home contents cover, life cover and personal loans.

33. Another concern is that the removal of the EAPPC as a shareholder in Private Property as a result of the proposed transaction and the replacement of the EAPPC with BetterHome, does not necessarily achieve the OIPMI's objectives of requiring EAPPC to divest its shareholding in Private Property because all that will happen is that one group of estate agents are being substituted with another. The parties to these complex commercial arrangements will continue to be incentivised to engage in exclusionary conduct to favour their interests to the detriment of competition, specifically smaller players or new entrants (platforms, bond originators and estate agents alike).
34. With Loom being owned by BetterHome, Ooba, EAPPC and SwitchX, it is the beneficiary of the data that arises from and between estate agency groups, bond originators and bond aggregators, to generate its valuations and other data products. Therefore, Loom will likely become the dominant provider of data to the industry, enabling rent-seeking behaviour. Market participants believe that it is BetterHome's strategy to use the data it is able to harvest through its various ownership points within the residential property industry (including Private Property), to gain greater access to the purchasing decisions of homeowners and use this to consolidate its market power in all its various operations.

*Commission's view*

35. The Commission's view is that the various concerns raised by third parties relating to cross directorships can be remedied through imposition of Chinese wall provisions to restrict the directors who can be appointed to the Private Property and other competing businesses' boards. This restriction would ensure that for as long as Ooba and BetterHome can nominate individuals to the Private Property Board, they shall ensure that their respective nominees to the Private Property board are not the same persons serving, nominated and/or appointed on any board or management committees or sub-committee of either Ooba Home Loans, Mortgage Market South Africa (Pty) Ltd and/or BetterBond respectively.
36. However, the merging parties have argued against such conditions, on the basis that the concerns related to common directors are not brought about the proposed merger and **[CONFIDENTIAL]**. Ultimately, the merging parties agreed to conditions that ensure that for as long as BetterHome and Ooba can nominate individuals to the Private

Property Board, they shall ensure that their respective nominees to the Private Property board shall not disclose competitively sensitive information of competing businesses.

37. Further, the concerns relating to the flow of data from Private Property towards Loom and SwitchX can be remedied through restrictions that can be imposed on Private Property. In this instance, BetterHome and Ooba should allow for equal access to the same non-public information that Loom and SwitchX will gain access to from Private Property to their rivals, on the same fair, reasonable and non-discriminatory commercial terms and conditions.
38. The Commission notes that the proposed transaction is a result of the remedial action which seeks to address the OIMPI findings that the EAPPC estate agents enjoyed preferential pricing as a result of their shareholding in Private Property. However, the Commission is of the view that the proposed transaction does not fully address the OIMPI findings as there would still be residual linkages between Private Property and the real estate agents that are affiliated to BetterHome. Given that BetterHome is acquiring additional control over Private Property and the potential change in incentives of BetterHome that may arise with the merger, the Commission is concerned that the proposed transaction may result in those affiliated estate agents obtaining preferential rates on Private Property post-merger.
39. In order to address the aforementioned concern, the merging parties commit that once the current agreements with the EAPPC members expire or are replaced, Private Property will ensure that the listing fees payable by any similarly situated estate agency network (i.e., with a similar sized and footprint) are determined on a similar basis to those payable by the estate agent networks associated with the franchisors in which it has interests. In addition, BetterHome committed that it shall not instruct nor influence any of the real estate franchisors brands in which it has preferential shares, not to use other property portals that compete against Private Property. For the avoidance of doubt, BetterHome will not instruct real estate franchisors which specific platform(s) to list on.

### **Public interest**

#### Employment

40. The merging parties have offered conditions that ensures that there will be no merger-specific retrenchments as a result of the proposed transaction for a period of 36 months.

*The ability of small and medium businesses, or firms controlled or owned by historically disadvantaged persons, to effectively enter into, participate in or expand within the market*

41. The merging parties submit that the proposed transaction will positively affect the public interest by promoting the ability of real estate firms controlled by HDPs (“HDP real estate agents”) to effectively enter, participate and expand within the market. This is because it is BetterHome’s intent, within 6 months of the implementation of the transaction, to support the promotion of HDP real estate agents by:

41.1. **[CONFIDENTIAL]**; and

41.2. **[CONFIDENTIAL]**.

42. The merging parties have agreed to make the above commitment as public interest conditions to the approval of the merger.

**Conclusion**

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

**ANNEXURE A**  
**BETTERHOME GROUP LIMITED**  
**AND**  
**PRIVATE PROPERTY SOUTH AFRICA (PTY) LTD**  
**CASE NUMBER: 2023JUL0035**

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**CONDITIONS**

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**1. DEFINITIONS**

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

- 1.1. **“Acquiring Firm”** means BetterHome;
- 1.2. **“Approval Date”** means the date on which the Commission issues a Clearance Certificate in terms of the Competition Act;
- 1.3. **“BetterHome”** means BetterHome Group Limited, a company incorporated in accordance with the laws of South Africa;
- 1.4. **“BetterSure”** means BetterSure Insurance Brokers (Pty) Limited, a company incorporated in accordance with the laws of South Africa;
- 1.5. **“Bluedoor Investments”** means Bluedoor Investments (Pty) Ltd, a company which amongst others holds preference shares in certain real estate franchisor brands including **[CONFIDENTIAL]**;
- 1.6. **“BVI Investments”** means Business Venture Investments No 1830 (Pty) Ltd, a company **[CONFIDENTIAL]**;
- 1.7. **“Commission”** means the Competition Commission of South Africa;
- 1.8. **“Commission Rules”** means the Rules for the Conduct of Proceedings in the Commission issued in terms of section 21 of the Competition Act;
- 1.9. **“Competing Businesses”** means any or all of the businesses of Betterhome and ooba operating in the provision of bond origination services, real estate insurance services and any other competing real estate activities in South Africa;
- 1.10. **“Competition Act”** means the Competition Act No. 89 of 1998, as amended;’

- 1.11. **“Competitively sensitive information”** means information in relation to the Competing Businesses that is not in the public domain, which is or may reasonably be expected to be competitively sensitive information of BetterBond and Ooba Home Loans, Mortgage Market South Africa (Pty) Ltd in relation to bond origination business and BetterSure and Ooba Investment Holdings (Pty) Ltd in relation to real estate insurance businesses.
- 1.12. **“Conditions”** means these Conditions;
- 1.13. **“Days”** means business days, being any day other than a Saturday, Sunday or official public holiday in South Africa;
- 1.14. **“EAPPC”** means the Estate Agents Property Portal Company (Pty) Ltd, a company incorporated in accordance with the laws of South Africa;
- 1.15. **“HD Products”** means those products offered by Private Property to its customers relating to the photography and filming of immovable properties for purposes of advertising the properties;
- 1.16. **“HDPs”** means historically disadvantaged persons as contemplated in section 3(2) of the Competition Act;
- 1.17. **“Implementation Date”** means the third business day occurring after the Approval Date or such later date on which the Merger is implemented by the Merger Parties;
- 1.18. **“Independent Agency”** means an estate agency that – (i) is an independent agency that is not a member or franchisee of an estate agency group; (ii) employs less than five agents; (iii) operates from one office/premises; (iv) is controlled by persons that do not control any other estate agency (whether an Independent Agency or otherwise) and/or has not controlled any other estate agency within the preceding 24 month period; and (v) has obtained all necessary certificates, consents and licences to conduct business as an estate agency in terms of the Property Practitioners Act No. 22 of 2019;
- 1.19. **“Independent HDP Agencies”** means Independent Agencies (regardless of whether they have been established in the past twelve months) that – (i) are majority owned and controlled by HDPs; (ii) have been verified by Private Property and/or a third party service provider appointed by Private Property as being majority owned and controlled by HDPs;
- 1.20. **“Independent SME Rental Agency”** means an Independent Agency that – (i) facilitates the leasing of properties only or uses the advertising services offered by property portals to advertise rental properties only; (ii) generates no more than 20 leads per month within a twelve month period from the Private Property portal; (iii) has been in business as an

Independent Agency for under twelve months as at the Implementation Date (if it was incorporated prior to the Implementation Date) or commenced operating as an Independent Agency after the Implementation Date;

- 1.21. **“Independent SME Sales Agency”** means an Independent Agency that – (i) sells and/or sells and facilitates the lease of properties; (ii) generates no more than 20 leads per month within a twelve month period from the Private Property portal; (iii) lists properties with a median value of less than R3.5 million per property; and (iv) has been in business as an Independent Agency for under twelve months as at the Implementation Date (if incorporated prior to the Implementation Date) or commenced operating as an estate agent after the Implementation Date;
- 1.22. **“Loom”** means Loom Property Insights (Pty) Ltd, a company incorporated in accordance with the laws of South Africa;
- 1.23. **“Merger”** means the acquisition of sole control over the Target Firm by the Acquiring Firm;
- 1.24. **“Merger Parties”** means BetterHome and Private Property;
- 1.25. **“ooba”** means K2022550601 (South Africa) (Pty) Ltd, a wholly-owned subsidiary of ooba (Pty) Ltd, a company incorporated in accordance with the laws of South Africa;
- 1.26. **“Private Property”** means Private Property South Africa (Pty) Ltd, a company incorporated in accordance with the laws of South Africa;
- 1.27. **“SME”** means small, and medium sized entity;
- 1.28. **“South Africa”** means the Republic of South Africa;
- 1.29. **“SwitchX”** means SwitchX (Pty) Ltd, a company incorporated in accordance with the laws of South Africa;
- 1.30. **“Target Firm”** means Private Property;
- 1.31. **“Tribunal”** means the Competition Tribunal of South Africa;
- 1.32. **“Tribunal Rules”** means Rules for the Conduct of Proceedings in the Tribunal; and
- 1.33. **“Value Added Services”** means services in which the listing estate agent pays for a specific position or a ranking boost on the search results page.

## 2. CONDITIONS TO THE APPROVAL OF THE MERGER

### Employment

- 2.1. The Acquiring Firm shall not retrench any employees of the Target Firm as a result of the Merger for a period of 36 months from the Implementation Date.
- 2.2. For the sake of clarity, retrenchments for purposes of paragraph 2.1 above shall not include: (i) voluntary separation arrangements; (ii) voluntary early retirement packages; (iii) unreasonable refusals to be redeployed; (iv) resignations or retirement in the ordinary course of business; (v) retrenchments lawfully effected for operational requirements unrelated to the Merger; and/or (vi) terminations in the ordinary course of business, including but not limited to, dismissals as a result of misconduct or poor performance. and (vii) any decision not to renew or extend a contract of a fixed-term third party contract employee or contract with a third party.

#### **EAPPC Agreements**

- 2.3. The Acquiring Firm will procure that the Target Firm will, within twenty-four months of the Implementation Date, procure that the agreements for the provision of online advertising services between the Target Firm and estate agencies that are shareholders of EAPPC ("**EAPPC Shareholders**") are amended such that **[CONFIDENTIAL]**;

#### **Board Competition Compliance and Monitoring**

- 2.4. For as long as BetterHome remains the controlling shareholder on the board and ooba is able to appoint directors to the board of Private Property (and these are employees of ooba), BetterHome will nominate an independent director for appointment to the board of Private Property.
- 2.5. For as long as Betterhome can appoint or nominate individuals to the board of the Private Property as directors, Betterhome shall ensure that its nominees who are also employed by, serve on, are nominated and/or appointed on any board or board sub-committees of Private Property, shall not disclose Competitively Sensitive Information to Ooba Home Loans, Mortgage Market South Africa (Pty) Ltd and Ooba Investment Holdings (Pty) Ltd in contravention of the Competition Act. This means in particular:
  - 2.5.1. Betterhome shall ensure that its representative/s appointed to the board of Private Property sign a confidentiality undertaking confirming that he or she will keep confidential and not disclose, the Competitively Sensitive Information of its Competing Businesses to any representatives of ooba on the board of the Private Property.



- 2.6. Within 30 (thirty) Days of the Implementation Date, Betterhome shall put in place, for the Commission's approval, an appropriate Confidential and Information exchange policy and Competition Law Compliance Programme detailing the types of Competitively Sensitive Information relating to Competing Businesses which will not be discussed at the Private Property board.
- 2.7. Within 60 Days of receiving the Confidential and Information Exchange Policy and competition compliance policy prepared by Betterhome, the Commission shall provide any comments that it has thereon to Betterhome and Betterhome shall within 30 Days thereof seek to finalize the Policy with the Commission.

#### **The Disclosure of Non-Public Information**

- 2.8. The Acquiring Firm will procure that, to the extent that the Target Firm provides any non-public information to either of Loom or SwitchX, such information will be provided (should it be requested) to competitors of Loom and SwitchX (as the case may be) on the same fair, reasonable and non-discriminatory terms and conditions (including at the same time as the information is provided to these two entities).

#### **Listing Fees**

- 2.9. The Acquiring Firm will procure that once the existing agreements with EAPPC Shareholders expire, in line with 2.3 above, the Target Firm ensure that for as long as the Acquiring Firm is the controlling shareholder of the Target Firm, then the listing fees payable by any similarly situated estate agency network (i.e. with a similar size and footprint) are determined on a similar basis to those payable by the estate agent networks associated with the franchisors in which the Acquiring Firm has a controlling interest.
- 2.10. For as long as Betterhome controls and for as long as Bluedoor Investments and BVI own preference shares in real estate franchisor brands:
- 2.10.1. Betterhome shall not instruct, nor influence, any such real estate franchisors brands, not to use other property portals that compete against Private Property, and
  - 2.10.2. For the avoidance of doubt, BetterHome shall not instruct any such real estate franchisors brands to list on any specific portal(s).

#### **Public Interest Conditions**

- 2.11. The Acquiring Firm undertakes that within six months of the Implementation Date, it will ensure that the Target Firm will introduce the following new SME entry packages (for entities defined below) for a period of four years:

**[CONFIDENTIAL];**

### **3. MONITORING OF COMPLIANCE WITH THE CONDITIONS**

- 3.1. The Acquiring Firm shall inform the Commission in writing of the Implementation Date of the Merger within 5 (five) Days of its occurrence.
- 3.2. The Acquiring Firm will circulate a copy of the Conditions to its employees and employee representatives within 5 (five) Days of the Approval Date.
- 3.3. The Merger Parties shall publicize these Conditions on the website of the Target Firm on the same date when the new SME entry packages envisaged in clause 2.11 are introduced.
- 3.4. As proof of compliance herewith, the Acquiring Firm shall, within 5 (five) Days of circulating the Conditions as required in paragraph 2.1, submit an affidavit by a senior official attesting to the circulation of the Conditions and provide a copy of the notice sent.
- 3.5. The Acquiring Firm shall submit an affidavit to the Commission within 1 (one) month after each anniversary of the Implementation Date attesting to its compliance with undertakings set out in clause 2 above.
- 3.6. The Commission may request such additional information from the Acquiring Firm which the Commission from time to time regards as necessary for the monitoring of compliance with these Conditions.

### **4. APPARENT BREACH**

- 4.1. An apparent breach by the Acquiring Firm of the Conditions shall be dealt with in terms of Rule 39 of the Commission Rules read together with Rule 37 of the Tribunal Rules.

## 5. VARIATION

- 5.1. The Acquiring Firm may at any time, on good cause shown, apply to the Commission for the Conditions to be lifted, revised, amended and/or the time period for fulfilment of the Conditions extended. Should a dispute arise in relation to the variation of the Conditions, the Acquiring Firm shall apply to the Tribunal, on good cause shown, for the Conditions to be lifted, revised, amended and/or the time period for fulfilment to be extended as aforementioned.

## 6. GENERAL

- 6.1. All correspondence in relation to the Conditions must be submitted to the following e-mail address: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [ministry@thedtic.gov.za](mailto:ministry@thedtic.gov.za).

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****RGBC HOLDINGS PROPRIETARY LIMITED****AND****THE REALLY GREAT BRAND COMPANY PROPRIETARY LIMITED****CASE NUMBER: 2023JUL0037**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

1. On 25 July 2023, the Competition Commission ("Commission") received notification of an intermediate merger wherein RGBC Holdings Proprietary Limited ("RGBC") proposes to acquire 82.8% of the shareholding in The Really Great Brand Company Proprietary Limited ("Target Firm") (the "Proposed Transaction").
  2. The primary acquiring firm is RGBC, a company registered in South Africa. RGBC is controlled by The Really Great Bread Company International Proprietary Limited ("RGBCI"), the Zella Nicola Trust and the Ashley James Trust, all of which are registered in Mauritius. RGBC, all the firms controlling RGBC, and all the firms controlled by those firms, will be referred to as the Acquiring Group.
  3. The Acquiring Group has no activities and is a special purpose vehicle through which the Acquiring Group proposes to implement the Proposed Transaction. The Acquiring Group is involved in investment activities which include holding non-controlling interests in various listed entities in jurisdictions such as the United States and European Union.
  4. The Acquiring Group does not have any ownership by historically disadvantaged persons ("HDPs") as contemplated by the Competition Act No. 89 of 1998 (as amended) (the "Act").
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The Acquiring Group also has no ownership by workers.

5. The Target Firm is an importer and an exclusive distributor of various brands of alcoholic beverages. The Target Firm supplies alcoholic beverages to retailers and wholesalers and the hospitality industry, amongst others. However, the Target Firm does not manufacture any alcoholic beverages. The Target Firm supplies certain brands of whiskies, bourbon, champagne, cognac, tequila, liqueur, rum, and premium white spirits, on an exclusive basis, in South Africa.
6. The Target Firm has 6.9% of its shareholding owned by an HDP. The Target Firm has no ownership by workers.

#### **Competition assessment**

7. The Commission found that the merger is unlikely to result in any substantial prevention or lessening of competition in any relevant market.

#### **Public interest**

8. The Commission found that the transaction will not have a negative effect on employment.
  9. The Commission found that the merger places a positive obligation on the merging parties to promote ownership in the merging parties as contemplated by section 12A(3)(e) of the Act.
  10. The indicated that the tendering an ESOP or HDP transaction remedy would render the merger commercially unviable. The HDP shareholding at the Target Firm will remain and that HDP has board representation at the Target Firm and same will continue post-merger. The HDP shareholder has also indicated that he is not interested in increasing his present level of shareholding in the Target Firm. Instead, the parties have tendered a package of remedies which will result in the Target Firm providing approximately R40 million in support to SMMEs owned by HDPs, including interest free loans, gratuitous property leases and working capital, for a period of 3 years post-merger.
  11. Notwithstanding the foregoing and whilst every case is considered on its own merits, the Commission considers that the preferable remedies to promote ownership as contemplated by section 12A(3)(e) in the first instance, is either an HDP or ESOP
-

condition. However, the Commission considers that the remedies offered by the parties are sufficiently weighty to countervail any detrimental public interest effects arising from the merger. Consequently, the remedies offered by the parties in this case, likely render the merger justifiable on substantial public interest grounds.

12. The Commission found that there are no other public interest concerns arising.
13. The Commission approves the proposed transaction subject to the conditions set out in **Annexure A** hereto.

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**ANNEXURE A**  
**RGBC HOLDINGS PROPRIETARY LIMITED**

**AND**  
**THE REALLY GREAT BRAND COMPANY PROPRIETARY LIMITED**

**CASE NUMBER 2023JUL0037**

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**CONDITIONS**

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**1. DEFINITIONS**

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

- 1.1 **"Acquiring Firm"** means RGBC;
  - 1.2 **"Approval Date"** means the date referred to on the Commission's merger clearance certificate (Form CC15), being the date on which the Merger is approved in terms of the Competition Act;
  - 1.3 **"B-BBEE"** means 'broad based black economic empowerment' as contemplated in Act No. 53 of 2003;
  - 1.4 **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;
  - 1.5 **"Competition Act"** means the Competition Act, No. 89 of 1998, as amended;
  - 1.6 **"Commission Rules"** mean the Rules for the Conduct of Proceedings in the Commission;
  - 1.7 **"Conditions"** means the conditions set out herein;
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- 1.8 **"Days"** mean any calendar day which is not a Saturday, a Sunday, or an official public holiday in South Africa. A public holiday shall also include such days as may be declared by the President of South Africa in terms of the Public Holidays Act 36 of 1994;
- 1.9 **"HDP"** means a historically disadvantaged person as contemplated in the Competition Act;
- 1.10 **"HDP Contractors"** means collectively, **[CONFIDENTIAL]** Proprietary Limited, **[CONFIDENTIAL]** Proprietary Limited and **[CONFIDENTIAL]** Proprietary Limited **[CONFIDENTIAL]**, or any other majority HDP owned contractor and **"HDP Contractor"** means any one of them, as the case may be.
- 1.11 **"Implementation Date"** means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
- 1.12 **"Merger"** means the acquisition by RGBC of the Really Great Brand Company Proprietary Limited as notified to the Commission under Case No:2023JUL0037;
- 1.13 **"Merging Parties"** means collectively the Acquiring Firm and the Target Firm, and **"Merging Party"** means anyone of them, as the case may be;
- 1.14 **"RGBC"** means RGBC Holdings Proprietary Limited
- 1.15 **"South Africa"** means the Republic of South Africa;
- 1.16 **"SMME"** means Small, Medium and Micro Enterprises as defined in the National Small Enterprise Act, Act No. 102 of 1996 (as amended);
- 1.17 **"Target Firm"** means The Really Great Brand Company Proprietary Limited;
- 1.18 **"Tribunal"** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act.

## **CONDITIONS FOR THE APPROVAL OF THE MERGER**

### **2. HDP / SMME SUPPLIER SUPPORT**

- 2.1 The Target Firm will provide the HDP Contractors with the following support over a three year period following the Implementation Date:
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- 2.1.1 An advancement of an interest free loan with an indefinite repayment term to each HDP Contractor, with a minimum value of R[CONFIDENTIAL] (excluding V.A.T) per year (aggregate value of R[CONFIDENTIAL] per HDP Contractor over three years).
- 2.1.2 The provision of gratuitous business administration services (including business coaching, mentoring, debt counselling, financial accounting, tax compliance support and human resources and payroll support) to the HDP Contractors, with a minimum aggregate value of R[CONFIDENTIAL] (excluding VAT) per year (aggregate of R[CONFIDENTIAL] over 3 years).
- 2.1.3 The provision of gratuitous leased premises to each relevant HDP Contractor with a minimum aggregate value of R3 795 600.00 (excluding V.A.T) over 3 years, as set out in **Annexure 1** hereto.
- 2.1.4 The provision of gratuitous working capital contributions for equipment and vehicle purchases to each HDP Contractor, with a minimum aggregate value of R2 545 500.00 (excluding V.A.T) over 3 years, as set out in **Annexure 2** hereto.
- 2.2 By 31 December 2024, the Target Firm will enter into a service level agreement with an HDP supplier, (chosen at the Target Firm's sole discretion) for a period of at least three years which [CONFIDENTIAL]. The contract fee in this regard, shall be for a minimum of R[CONFIDENTIAL] per annum before annual escalations and commissions (aggregate of at least R [CONFIDENTIAL]) over a 3 year period. The HDP supplier must:
- 2.2.1 be at least 51% HDP owned;
- 2.2.2 have at least 12 employees;
- 2.2.3 have a staff compliment that is 100% comprised of HDPs.

### 3. MONITORING

- 3.1 The Acquiring Firm shall inform the Commission in writing of the Implementation Date within 5 (five) Days of the Implementation Date.
- 3.2 The Acquiring Firm shall submit a compliance report detailing its compliance with
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clauses 2 of the Conditions, within 60 (sixty) days of each anniversary of the Implementation Date. The report shall be accompanied by an affidavit from the director of the Target Firm confirming the accuracy of the information contained in the report.

- 3.3 The report referred to in clause 3.2 shall include but not be limited to details and supporting documents regarding –
- 3.3.1 The signed interest free loan agreements, or amended current loan agreements, concluded with each of the HDP Contractors referred to in **Error! Reference source not found.**;
  - 3.3.2 The annual pro rata invoice for the business administration services rendered to each of the HDP Contractors referred to in **Error! Reference source not found.**;
  - 3.3.3 The proof of payment for each HDP Contractors' warehousing and office fees referred to in **Error! Reference source not found.**;
  - 3.3.4 The proof of payment for each HDP Contractors' capital contributions referred to in **Error! Reference source not found.**;
  - 3.3.5 The name and BBBEE Certificate of the HDP supplier referred to in clause 2.2; and
  - 3.3.6 The numbers, names, and demographic details of each of the employees of the HDP supplier referred to in clause 2.2.
- 3.4 The Commission may request such additional information from the Merging Parties, which the Commission may, from time to time, deem necessary for purposes of monitoring the extent of compliance with these Conditions.

#### **4. APPARENT BREACH**

- 4.1 Should the Commission receive any complaint in relation to non-compliance with the above Conditions, or otherwise determine that there has been an apparent breach by the Merging Parties of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Commission Rules.

#### **5. VARIATION OF CONDITIONS**

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- 5.1 The Merging Parties may at any time, on good cause shown, apply to the Commission for the Conditions to be lifted, revised, or amended. Should a dispute arise in relation to the variation of the Conditions, the Merging Parties shall apply to the Tribunal, on good cause shown, for the Conditions to be lifted, revised, or amended.

**6. GENERAL**

- 6.1 All correspondence concerning these Conditions must be submitted to the following email address: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [ministry@thedtic.gov.za](mailto:ministry@thedtic.gov.za).

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

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**ANNEXURE 1**

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**[CONFIDENTIAL]**

**ANNEXURE 2**

**[CONFIDENTIAL]**

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****WEBAFRICA NETWORKS PROPRIETARY LIMITED****AND****INTERNET SOLUTIONS DIGITAL PROPRIETARY LIMITED****CASE NUMBER: 2023JUL0045**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

1. On 27 July 2023, the Competition Commission (the "Commission") received a notice of an intermediate merger whereby, Webafrica Networks Proprietary Limited ("Webafrica") intends to acquire the entire issued ordinary share capital of Internet Solutions Digital Proprietary Limited ("Mweb"). Post implementation of the proposed transaction, Webafrica will control Mweb.

**Parties**

2. The primary acquiring firm, Webafrica is a private company incorporated under the laws of South Africa. The shares in Webafrica are held by 13 shareholders, none of which control Webafrica.
3. Webafrica does not control any firm. Webafrica does not have any shareholding by historically disadvantaged persons ("HDPs").

4. The primary target firm, Mweb, is controlled by Dimension Data Proprietary Limited (“Dimension Data”), which is in turn controlled by Dimension Data Investments South Africa (Pty) Ltd (“DDISA”). DDISA is ultimately controlled by Nippon Telegraph and Telephone Corporation (“NTT”), a company listed on the Tokyo Stock Exchange. NTT’s shares are held widely and it is not controlled by a single shareholder.
5. Mweb does not control any other firm.
6. Mweb has no HDP shareholders (whether directly or through an employee share participation structure). However, an employee share participation structure exists for the benefit of South African subsidiaries within the broader Dimension Data group. This employee share participation structure holds **[CONFIDENTIAL]**% of the shares in **[CONFIDENTIAL]**.

#### **Activities**

7. Webafrica is a privately held internet service provider (“ISP”) providing internet services at the retail level to consumers in South Africa.
8. Mweb is a full spectrum ISP with a nationwide consumer offering in South Africa. Mweb’s service offering includes the provision of ADSL, fibre and fixed wireless/LTE, amongst others. Its customers include residential customers and small to medium (SMME) businesses.

#### **Competition analysis**

9. The Commission considered the activities of the merging parties and found that the proposed transaction results in a horizontal overlap in the national market for the retail of fixed internet services.
10. In terms of market shares, the Commission could not find any confirmed and/or published information that can be used to measure the market shares of the merging parties and their competitors in relation to the retail of fixed internet access services in South Africa. However, the Commission based its market share assessment on the number of

subscribers of fixed internet access services each ISP company has in the market in 2023. The Commission acknowledges that the market share estimates are most likely overstated since they are based on figures received from the merging parties' top competitors. On this basis, the Commission found that the merged entity will have a post-merger market share of approximately **[CONFIDENTIAL]**%, with a market share accretion of **[CONFIDENTIAL]**% in the market for the retail of fixed internet access services in South Africa.

11. The Commission notes that there are several ISP firms that provide similar products/services as the merging parties. These include Rain (Pty) Ltd, MTN Group Limited ("MTN"), Vodacom Group Limited, Telkom SA SOC Limited, Vox Telecommunications (Pty) Ltd and Afrihost, amongst others. Given the presence of alternatives services providers, the Commission is of the view that the merged entity is unlikely to exercise market power in the market for the retailing of fixed internet access services.
12. Considering the above, the Commission is of the view that the proposed transaction is unlikely to substantially prevent or lessen competition in the market for the retailing of fixed internet access services in South Africa.

### **Public interest**

#### *Employment*

13. The Commission is of the view that the proposed transaction is unlikely to raise employment concerns.

*The effect on the promotion of a greater spread of ownership, in particular to increase the levels of ownership by historically disadvantaged persons (HDPs) and workers in firms in the market*

14. Neither Webafrica nor Mweb have any HDP shareholding. However, an employee share participation structure exists for the benefit of South African subsidiaries within the broader Dimension Data Middle East and Africa group. This employee share participation structure holds **[CONFIDENTIAL]** % of the shares in **[CONFIDENTIAL]**.

15. In order to promote a greater spread of ownership, Webafrika has committed to implement either an employee share ownership program (“ESOP”) totalling up to **[CONFIDENTIAL]** % of its issued share capital, or alternatively, a combination of an ESOP and HDP Transaction collectively totalling **[CONFIDENTIAL]**% of its issued share capital within **[CONFIDENTIAL]** months of closing the transaction. The Commission accepts the commitments by the merging parties.
  
16. The proposed transaction does not raise any other public interest concerns.

### **Conclusion**

17. The Commission approves the proposed transaction with conditions in **Annexure A**.



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**ANNEXURE A**  
**WEB AFRICA NETWORKS PROPRIETARY LIMITED**  
**AND**  
**INTERNET SOLUTIONS DIGITAL PROPRIETARY LIMITED**

**CASE NUMBER: 2023JUL0045**

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**CONDITIONS**

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**1. DEFINITIONS**

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

- 1.1 **"Acquiring Firm"** means Web Africa Networks Proprietary Limited;
- 1.2 **"Approval Date"** means the date referred to on the Commission's merger clearance certificate (Form CC 15), being the date on which the Merger is approved in terms of the Competition Act;
- 1.3 **"B-BBEE Act"** means the Broad-Based Black Economic Empowerment Act 53 of 2003, as amended and the Codes of Good Practice 2012, as amended;
- 1.4 **"B-BBEE Codes"** means the Codes of Good Practice on Broad-Based Black Economic Empowerment in terms of the B-BBEE Act;
- 1.5 **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;
- 1.6 **"Competition Rules"** means the Rules for the Conduct of Proceedings in the Commission;
- 1.7 **"Competition Act"** means the Competition Act, 89 of 1998, as amended;
- 1.8 **"Conditions"** mean these conditions;

- 1.9 "Days" means any calendar day other than a Saturday, a Sunday or an official public holiday in South Africa;
- 1.10 "ESOP" means an employee share ownership program contemplated in Paragraph 2 of these Conditions;
- 1.11 "HDP" means an historically disadvantaged person as defined in section 3(2) of the Competition Act;
- 1.12 "Implementation Date" means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
- 1.13 "Merged Entity" means the Target Firm subject to the control of the Acquiring Firm following the Implementation Date;
- 1.14 "Merger" means the proposed acquisition by the Acquiring Firm of the entire issued ordinary share capital of the Target Firm;
- 1.15 "Merger Parties" means the Acquiring Firm and the Target Firm;
- 1.16 "Target Firm" means Internet Solutions Digital Proprietary Limited; and
- 1.17 "Tribunal" means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act.

## 2. ESOP and share subscription

- 2.1 Within [CONFIDENTIAL] months of the Implementation Date, the Acquiring Firm shall adopt and implement either the option in paragraph 2.1.1 below, or the option in paragraph 2.1.1 below together with the option in paragraph 2.1.2 below, in relation to [CONFIDENTIAL] % of its issued share capital:
- 2.1.1 Establish an ESOP for between [CONFIDENTIAL]% and [CONFIDENTIAL]% effective interest in the Acquiring Firm, in accordance with the design principles

set out in Annexure "A1" hereto, that will give all employees of the Acquiring Firm (including HDPs) an opportunity to benefit.

2.1.2 Conclude a transaction in terms of which one or more HDPs will subscribe for up to **[CONFIDENTIAL]**% of the issued share capital of the Acquiring Firm.

2.2 For the avoidance of doubt, the equity subscription **[CONFIDENTIAL]**.

### 3. **B-BBEE RATING COMMITMENT**

3.1 The Merged Entity will take such steps as are necessary to ensure that it attains a B-BBEE status level of at least level **[CONFIDENTIAL]**, measured in terms of the B-BBEE Act and B-BBEE Codes, within **[CONFIDENTIAL]** years of the Implementation Date.

### 4. **MONITORING OF COMPLIANCE WITH THE CONDITIONS**

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

4.2 Within 10 (ten) Days of the adoption and implementation of the option set out in paragraph 2.1.1 above, the Merged Entity shall provide the Commission with an affidavit attested to by a senior official of the Merged Entity, detailing the steps taken by the Merged Entity and confirming the Merged Entity's compliance with the Conditions.

4.3 Within 10 (ten) Days of the adoption and implementation of the option set out in paragraph 2.1.2 above, the Merged Entity shall provide the Commission with an affidavit attested to by a senior official of the Merged Entity confirming the Merged Entity's compliance with the Conditions, and including the following details in relation to each HDP involved, namely: (i) the identity of the HDP; (ii) evidence that the HDP is appropriately classified as an HDP; (iii) confirmation of the proportion of shareholding in the Acquiring Firm that the HDP will acquire; and (iv) confirmation of whether the transaction constitutes a merger for the purposes of the Competition Act.

- 4.4 Within 30 (thirty) Days of receipt of the details of the HDP Transaction in 2.1.2, the Commission shall review and provide the Merger Parties' representatives with any comments or queries in relation to the HDP Transaction, in writing.
- 4.5 For the avoidance of doubt, the HDP Transaction in 2.1.2 may not be implemented prior to the Commission's written approval, which approval shall not be unreasonably withheld or delayed.
- 4.6 For the avoidance of further doubt, to the extent that the HDP Transaction in 2.1.2 also constitutes a merger as defined in the Act (and the thresholds for mandatory notification are met), the HDP Transaction can then only be implemented once same has been notified to the Commission as a merger and approved with or without conditions.
- 4.7 The Merging Parties shall, for a period of 4 (four) years, on the anniversary of the Implementation Date, provide the Commission with confirmation of its B-BBEE status level.
- 4.8 The Commission may request such additional information from the Merging Parties, which the Commission may, from time to time, deem necessary for purposes of monitoring the extent of compliance with these Conditions.

## 5. **APPARENT BREACH**

- 5.1 Should the Commission receive any complaint in relation to non-compliance with the above Conditions or otherwise determine that there has been an apparent breach by the Merging Parties of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Commission Rules.

## 6. **VARIATION OF CONDITIONS**

- 6.1 The Merging Parties may at any time, on good cause shown, apply to the Commission for the Conditions to be lifted, revised, or amended. Should a dispute arise in relation to the variation of the Conditions, the Merging Parties shall apply to the Tribunal, on good cause shown, for the Conditions to be lifted, revised, or amended.

## 7. GENERAL

- 7.1 All correspondence concerning these Conditions must be submitted to the following email address: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [ministry@thedtic.gov.za](mailto:ministry@thedtic.gov.za).

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**ANNEXURE A1 – Design Principles for the ESOP**

<b>Design Principle</b>	<b>Applicable Criteria</b>
<b>Structure</b>	<ul style="list-style-type: none"> <li>➤ The merging parties will establish an ESOP that will hold the equivalent of at least an effective [CONFIDENTIAL]% of the issued share capital of the Acquiring Firm.</li> <li>➤ The Merged Entity shall have full latitude to design appropriate transaction/s to give effect to the undertaking set out in paragraph 2 of the Conditions.</li> </ul>
<b>Cost to Workers</b>	<ul style="list-style-type: none"> <li>➤ No cost to workers: Workers must not be required to pay to participate in the ESOP.</li> </ul>
<b>Governance</b>	<ul style="list-style-type: none"> <li>➤ If there is a board of directors/trustees, the board must be balanced and workers must be represented on the board, e.g., 1 director/trustee appointed by the merged entity; 1 director/trustee appointed by workers; and 1 independent director/trustee.</li> <li>➤ Any costs associated with the operation of the board of directors/trustees will be borne by the merged entity.</li> <li>➤ The independent director/trustee will be recommended and appointed by the workers, subject to the candidate being acceptable to the merged entity.</li> </ul>
<b>Duration</b>	<ul style="list-style-type: none"> <li>➤ Perpetual/evergreen to cater for changing workforce.</li> </ul>
<b>Participants</b>	<ul style="list-style-type: none"> <li>➤ All current and future workers (not limited to HDPs).</li> <li>➤ Eligibility criteria: permanent employees of Webafrica (including Mweb) with a minimum 12-month service period.</li> <li>➤ Maternity leave will have no adverse impact on qualifying criteria.</li> </ul>
<b>Participation Benefits</b>	<ul style="list-style-type: none"> <li>➤ Beneficiaries will be entitled to: (a) dividends and (b) capital growth/upside based on their participation rights calculated with reference to units allocated to beneficiaries.</li> <li>➤ Beneficiaries will cease to participate for bad leaver events: resignations and dismissals.</li> <li>➤ Death, retirement and retrenchment will not affect participation.</li> </ul>

<b><i>Value &amp; Funding</i></b>	<ul style="list-style-type: none"><li>➤ Value of the shares will be based on the valuation of the Merged Entity by an independent valuer (i.e., Webafrica and Mweb) on the Implementation Date.</li><li>➤ Merged entity must provide some vendor finance if required.</li><li>➤ If there is Vendor financing, the merged entity shall be responsible for [CONFIDENTIAL]% of any interest charged.</li><li>➤ Dividend policy can provide for a “trickle” dividend (in the ratio of 40:60), i.e., at least 40% of any dividends declared will flow to beneficiaries and at most 60% will be utilised to service the vendor financing.</li></ul>
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**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****BRENNTAG SOUTH AFRICA (PTY) LTD****AND****THE RESPECTIVE BUSINESSES OF CHEMGRIT COSMETICS (PTY) LTD, CHEMGRIT  
PLASTICS (PTY) LTD AND CHEMGRIT SA (PTY) LTD****CASE NUMBER: 2023SEP0046**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms, subject to conditions set out below:

**Background**

1. On 29 September 2023, the Competition Commission ("Commission") received notice of an intermediate merger wherein Brenntag South Africa (Pty) Ltd ("Brenntag SA") intends to acquire the respective businesses of Chemgrit Cosmetics (Pty) Ltd ("Chemgrit Cosmetics"), Chemgrit Plastics (Pty) Ltd ("Chemgrit Plastics") and Chemgrit SA (Pty) Ltd ("Chemgrit SA"), collectively referred to as the "Target Businesses".
2. The primary acquiring firm is Brenntag SA, a company incorporated in South Africa. Brenntag SA is ultimately wholly controlled by Brenntag SE ("Brenntag"), a German public company listed on the Frankfurt Stock Exchange. Brenntag is not controlled by any firm or individual shareholder. In addition to Brenntag SA, Brenntag controls several firms worldwide including South Africa. Brenntag SA does not control any firm/s. Brenntag SA, all the firms controlling it and all the firms controlled by those are collectively referred to as the "Brenntag Group".
3. Brenntag SA does not have any ownership by historically disadvantaged persons ("HDPs") as contemplated in the Competition Act No.89 of 1998, as amended, ("the Act").



4. Brenntag Group is an intermediary that connects chemical manufacturers and chemical users. Brenntag Group operates in the broad chemical distribution market in South Africa through Brenntag SA, which imports and distributes specialty and commodity chemicals that serve various industries. Brenntag Group does not manufacture the chemical products it supplies but rather imports them from international manufacturers and distributes them in South Africa.
5. The primary target firms are the Target Businesses all of which are incorporated in South Africa. The Target Businesses do not control any firm/s. In addition, the Target Businesses do not have any ownership held by HDPs.
6. The Target Businesses are involved in the distribution of raw materials and chemical products that are used as inputs in various industries. The Target Businesses have no manufacturing activities concerning raw materials and chemicals in South Africa.

#### **Competition Assessment**

7. The Commission's investigation of the proposed transaction found that there is a horizontal overlap between the activities of the merging parties in relation to the distribution of (i) speciality chemicals and (ii) commodity chemicals. However, the Commission found that the proposed merger is unlikely to substantially prevent or lessen competition in any relevant market in South Africa.

#### **Public interest considerations**

8. The Honourable Minister of Trade, Industry and Competition ("Minister"), participated in this merger raising public interest concerns.
9. To address public interest concerns, the merging parties have agreed to commitments to engage the services of HDP-owned businesses, provide interest-free business loans to qualifying majority HDP-owned businesses and provide technical assistance to HDP-owned businesses that are seeking to enter the South African chemicals market.
10. The proposed transaction does not raise any other public interest concerns.
11. The Commission therefore approves the proposed transaction subject to the conditions attached hereto as **Annexure A**.

**ANNEXURE A****BRENNTAG SOUTH AFRICA PROPRIETARY LIMITED  
AND****THE RESPECTIVE BUSINESSES OF CHEMGRIT COSMETICS PROPRIETARY  
LIMITED, CHEMGRIT PLASTICS PROPRIETARY LIMITED, AND CHEMGRIT S.A.  
PROPRIETARY LIMITED****CASE NUMBER: 2023SEP0046**

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**CONDITIONS**

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**1. DEFINITIONS**

- 1.1 **"Acquiring Firm"** means Brenntag South Africa Proprietary Limited;
- 1.2 **"Act"** means the Competition Act No. 89 of 1998, as amended;
- 1.3 **"Approval Date"** means the date referred to in the Commission's merger Clearance Certificate (Form CC 15), being the date on which the Merger is approved in terms of the Competition Act;
- 1.4 **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Act;
- 1.5 **"Conditions"** means these conditions;
- 1.6 **"Days"** means business days, being any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
- 1.7 **"HDP"** means a historically disadvantaged person as contemplated in the Act;
- 1.8 **"HDP-Owned Business"** means a business that is held as to 51% or more by HDPs;
- 1.9 **"Implementation Date"** means the date occurring after the Approval Date on which the Merging Parties implement the Merger;
- 1.10 **"Merged Entity"** means the Target Firms subject to the control of the Acquiring Firm following implementation of the Merger;

- 1.11 **“Merger”** means the Acquiring Firm’s acquisition of the Target Firms;
- 1.12 **“Merging Parties”** means the Acquiring Firm and the Target Firms;
- 1.13 **“Rand”** or **“ZAR”** means the South African Rand, being the lawful currency of South Africa;
- 1.14 **“South Africa”** means the Republic of South Africa;
- 1.15 **“Target Firms”** means the business of Chemgrit Cosmetics Proprietary Limited, the business of Chemgrit Plastics Proprietary Limited, and the business of Chemgrit S.A. Proprietary Limited; and
- 1.16 **“Tribunal”** means the Competition Tribunal of South Africa.

## 2. **CONDITIONS TO THE APPROVAL OF THE MERGER**

### **Engagement of HDP-Owned Sub-Distributors**

- 2.1 For a period of 3 (three) years following the Implementation Date, the Merged Entity shall engage the services of no less than 20 (twenty) HDP-Owned Businesses to provide sub-distribution services to the Merged Entity, subject to contracting on reasonable commercial terms. The engagement of such HDP-Owned Businesses shall be phased-in as follows:
- 2.1.1 10 (ten) HDP-Owned Businesses will be engaged by the first anniversary of the Implementation Date;
- 2.1.2 5 (five) additional HDP-Owned Businesses will be engaged by the second anniversary of the Implementation Date; and
- 2.1.3 5 (five) additional HDP-Owned Businesses will be engaged by the third anniversary of the Implementation Date.
- 2.2 For the duration of this condition, the Merged Entity undertakes to provide a discount of at least 10% (ten percent) off the list price of all products sold by the Merged Entity to all HDP-Owned Businesses that are engaged by it as sub-distributors.

### **Outsourcing of Water Treatment Testing Requirements to HDP-Owned Business**

- 2.3 For a period of 3 (three) years following the Implementation Date, the Merged Entity shall outsource all of its water treatment testing requirements in South Africa to a HDP Owned Business, subject to supply on reasonable commercial terms and subject to the appointed HDP-Owned Business meeting the Merged Entity’s quality requirements.

- 2.4 Pursuant to this condition, the Merged Entity undertakes to procure water treatment services from the appointed HDP-Owned Business to the value of no less than ZAR 500,000 (five hundred thousand Rand) per year, with the total value over the duration of the condition being ZAR 1,500,000 (one million five hundred thousand Rand).

**Interest-free loans to HDP-Owned Businesses**

- 2.5 For a period of 5 (five) years following the Implementation Date, the Acquiring Firm shall provide interest-free business loans to qualifying HDP-Owned Businesses that seek to enter into and/or expand within the South African chemicals market that meet credit and selection criteria determined by the Acquiring Firm. The aggregate value of such loans shall be a minimum of ZAR 1,000,000 (one million Rand) per year, with the total value over the duration of the condition being ZAR 5,000,000 (five million Rand).

**Technical assistance to HDPs in the chemicals market**

- 2.6 For a period of 3 (three) years following the Implementation Date, the Merged Entity shall identify and provide technical assistance to at least two HDP-Owned Businesses that are seeking to enter the South African chemicals market.
- 2.7 The technical assistance to be provided by the Merged Entity includes technical assistance and/or product development support for a period of 6 (six) months (including practical time in the Merged Entity's laboratories for up to 2 (two) hours per month) in relation to the development of new products with which to potentially enter into South African market.
- 2.8 The value of the technical assistance provided by the Merged Entity pursuant to this condition shall be no less than ZAR 250,000 (two hundred and fifty thousand Rand) per year, with the total value over the duration of the condition being no less than ZAR 750,000 (seven hundred and fifty thousand Rand).

**3. MONITORING OF COMPLIANCE WITH THE CONDITIONS**

- 3.1 The Acquiring Firm shall inform the Commission in writing of the Implementation Date within 5 (five) Days of its occurrence.

- 3.2 For the duration of these Conditions, the Merged Entity shall, on each anniversary of the Implementation Date, submit to the Commission a report detailing compliance with the Conditions.
- 3.3 The report contemplated in clause 3.2 shall be accompanied by an affidavit, attested to by a senior official of the Merged Entity, confirming the accuracy of the report.
- 3.4 The Commission may request any additional information from the Merging Parties, which the Commission from time to time may deem necessary for purposes of monitoring the extent of compliance with these Conditions.

#### 4. **VARIATION**

- 4.1 The Merging Parties may at any time, on good cause shown, apply to the Commission for the Conditions to be lifted, revised, or amended. Should a dispute arise in relation to the variation of the Conditions, the Merging Parties shall apply to the Tribunal, on good cause shown, for the Conditions to be lifted, revised, or amended.

#### 5. **APPARENT BREACH**

- 5.1 Should the Commission receive any complaint in relation to non-compliance with the above Conditions, or otherwise determines that there has been an apparent breach by the Merging Parties of these Conditions the breach shall be dealt with in terms of Rule 39 of the Commission Rules read together with Rule 37 of the Tribunal Rules.

#### 6. **GENERAL**

- 6.1 All correspondence in relation these conditions must be submitted to the following email addresses: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [ministry@thedtic.gov.za](mailto:ministry@thedtic.gov.za).

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****AGT FOODS AFRICA (PTY) LTD  
AND  
THE DRY BEAN SEED BUSINESS OF PANNAR SEED (PTY) LTD****CASE NUMBER: 2023AUG0043**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

**Background**

1. On 25 August 2023, the Competition Commission (the "Commission") received a notice of an intermediate merger wherein AGT Foods Africa (Pty) Ltd ("AGT Africa") wishes to acquire 100% of the dry beans seeds business of Pannar Seed (Pty) Ltd ("Target Business") ("Proposed Transaction").

**Parties and their Activities**

2. The primary acquiring firm is AGT Africa. AGT Africa is 59.58% controlled by Fairfax Financial Holdings Limited ("Fairfax Holdings"), with the remaining shares held by AGT Management (27.31%) and Pointnorth (13.1%). Fairfax Holdings is a public company listed on the Toronto Stock Exchange. Fairfax Holdings is not controlled by any firm. Fairfax holding is not controlled by a single individual or firm. AGT Africa 100% controls AGT Foods (Pty) Ltd ("AGT Foods"). Relevant to the proposed transaction, Fairfax Holdings also controls AFGRI Group Holdings Proprietary Limited ("AGH"). AGT Africa, Fairfax Holdings and AGT Foods shall be referred to as the "Acquiring Group".
3. AGT Africa is a value-added pulse, staple food and ingredient processor for export and domestic markets. AGT Africa buys, processes, packages and supplies pulses, staple foods and food ingredients for human consumption. In South Africa, AGT Africa provides a full range of staple foods, such as beans, maize, rice and pasta, pulses and specialty crops including lentils, peas,

dry beans, chickpeas, and canary seed as well as food ingredients such as pulse flours, proteins, starches and fibres which are sold to wholesalers, retail stores, and through AGT Africa's online store.

4. AGH is a provider of agricultural products and services all over South Africa. It operates through three divisions, namely: (i) AFGRI Services, (ii) AFGRI Financial Services and (iii) AFGRI Retail. Relevant to the proposed transaction, AFGRI Retail sells seeds to farmers, including dry bean seeds, which it procures from the Target Business and another suppliers, Dry Bean Seed Proprietary Limited ("DBS").
5. The primary target firm is the Target Business. The Target Business is wholly controlled by Pannar Seed (Pty) Ltd ("Pannar"). Pannar is 100% controlled by Pioneer Hi-Bred International Inc ("PHBI"). PHBI is in turn 100% controlled by Corteva Inc. Corteva Inc is a public company listed on the New York Stock Exchange and is not controlled by any firm. Pannar, PHIB and Corteva Inc shall be referred to as the "The Selling Group".
6. The Target Business is the dry bean seed business of Pannar. The Target Business is engaged in researching, developing, breeding, testing, producing, and commercialising dry bean seed. The Target Business sells directly to farmers or sells to farmers through distributors, under non-exclusive distribution agreements.

#### **Competition Assessment**

7. The Commission found that the merger is unlikely to result in any substantial lessening or prevention of competition in any relevant markets.

#### **Public interest**

8. The Commission found that the Acquiring Group and the Target Business has no direct or indirect HDP ownership. The Commission requested the parties to tender remedies that promote a greater spread of ownership as contemplated by section 12A(3)(e) of the Competition Act No. 89 of 1998 (as amended).
9. To address the public interest concerns identified by the Commission, the parties have tendered a commitments to provide discounts to the Department of Agriculture, Land Reform and Rural Development for the procurement of dry bean seeds and support to HDP dry bean seed farmers.
10. The Commission considers that the commitments tendered by the parties render the merger justifiable on substantial public interest grounds.

11. The merger does not raise any further public interest concerns.
12. The Commission approves the proposed transaction subjected to the conditions set out in **Annexure A** hereto.



**ANNEXURE A****AGT FOODS AFRICA (PTY) LTD****AND****THE DRY BEAN SEED BUSINESS OF PANNAR SEED (PTY) LTD****CASE NUMBER: 2023AUG0043****1. DEFINITIONS**

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

- 1.1. **“AGT Africa”** means AGT Foods Africa (Pty) Ltd;
- 1.2. **“Approval Date”** means the date on which the Merger is approved by the Commission in terms of the Competition Act;
- 1.3. **“Commission”** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;
- 1.4. **“Commission Rules”** means the Rules for the Conduct of Proceedings in the Commission;
- 1.5. **“Competition Act”** means the Competition Act, No. 89 of 1998, as amended;
- 1.6. **“Conditions”** means the conditions in this **Annexure A**;
- 1.7. **“Days”** means any day that is not a Saturday, Sunday or public holiday in South Africa;
- 1.8. **“HDPs”** means historically disadvantaged persons as contemplated in section 3(2) of the Competition Act;
- 1.9. **“HDP Farmers”** means smallholder and/or subsistence farmers that are HDPs;
- 1.10. **“Implementation Date”** means the closing date on which the Merger is completed and implemented by the Merging Parties;
- 1.11. **“Merger”** means the acquisition by AGT Africa of the Target Business as notified to the Commission under Commission case number 2023AUG0043;
- 1.12. **“Merging Parties”** means collectively AGT Africa and Pannar;

- 1.13. **“South Africa”** means the Republic of South Africa;
- 1.14. **“Pannar”** means Pannar Seed (Pty) Ltd;
- 1.15. **“Target Business”** means The dry bean seed business of Pannar Seed (Pty) Ltd;
- 1.16. **“Tribunal”** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act; and
- 1.17. **“Tribunal Rules”** mean the Rules for the Conduct of Proceedings in the Tribunal.

## **2. PRICE DISCOUNT**

- 2.1. For 5 years following the Implementation Date, AGT Africa will supply dry bean seeds to the Department of Agriculture, Land Reform and Rural Development (DALRRD) at a discount of at least 30% below the retail price. The dry bean seeds sourced by the DALRRD from the Target Business, are supplied by the DALRRD to subsistence farmers.

## **3. HDP FARMER DEVELOPMENT**

- 3.1. For 3 years following the Implementation Date, AGT Africa will spend an aggregate of R3 million to identify, upskill, develop and assist HDP farmers with inputs required for the growing of dry bean seed. For the avoidance of doubt, AGT will spend a minimum of R1 million per annum with respect to this commitment.
- 3.2. In addition, over the 3 years following the Implementation Date, AGT Africa will enter into buy-back contracts to purchase the dry bean seed produced by these HDP Farmers, provided that the HDP farmers are willing to enter into buy-back contracts with AGT Africa.

## **4. MONITORING**

- 4.1. The Merging Parties shall inform the Commission in writing of the Implementation Date within 5 (five) Days of its occurrence.
- 4.2. The Merging Parties shall, within 30 (thirty) Days of the first anniversary of the Implementation Date and for a period of 5 (five) years thereafter submit to the Commission a written report detailing compliance with these Conditions. The compliance report shall be accompanied by an affidavit from a senior official attesting to the correctness of the report.

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

## **5. VARIATION OF CONDITIONS**

- 5.1. The Merging Parties may at any time, and on good cause shown, apply to the Commission for the Conditions to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the Merging Parties' application to the Commission, the Merging Parties may apply to the Tribunal, on good cause shown, for appropriate relief.

## **6. APPARENT BREACH**

- 6.1. Should the Commission receive any complaint in relation to non-compliance with the above Conditions, or otherwise determines that there has been an apparent breach by the Merging Parties of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Commission Rules read together with Rule 37 of the Tribunal Rules.

## **7. GENERAL**

- 7.1. All correspondence concerning these Conditions must be submitted to the following email address: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [ministry@thedtic.gov.za](mailto:ministry@thedtic.gov.za)

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****LENMED HEALTH PROPRIETARY LIMITED****AND****MOOIMED OPERATING COMPANY PROPRIETARY LIMITED****CASE NUMBER: 2023JUN0009**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

1. On 07 June 2023, the Competition Commission ("the Commission") received notice of an intermediate merger whereby Lenmed Health (Pty) Ltd ("Lenmed") intends to acquire 100% of the issued share capital of Mooimed Operating Company (Pty) Ltd ("Mooimed"). Following completion of the proposed transaction, Lenmed will exercise sole control over Mooimed as envisaged by section 12(2) of the Competition Act No. 89 of 1998, as amended ("Act").

**The parties and their activities**

2. The primary acquiring firm is Lenmed, a company incorporated in accordance with the laws of South Africa. Lenmed is wholly owned by Lenmed Investment Limited ("Lenmed Investment"). Lenmed Investment is held by the following shareholders: Lenvestco Investments Proprietary Limited (de facto control) and 1200 Lenmed Investing Individuals. The Commission notes that the Lenmed Group has 89.81% shareholding held by Historically Disadvantaged Persons (HDPs) pre-merger.
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3. Lenmed provides multi-disciplinary private hospital services. In South Africa, Lenmed operates 14 hospitals with 1 782 beds in total. Relevant to the proposed merger are two of Lenmed's hospitals, Lenmed Sunningdale and Lenmed Wilmer Park, both in Klerksdorp.
  4. The primary target firm is Mooimed, a company incorporated in accordance with the laws of South Africa. Mooimed is not controlled by any single shareholder. The shareholding in Mooimed is widely held. Mooimed is a multidisciplinary private hospital in Potchefstroom, North-West Province with 85 medical, surgical and ICU beds. Mooimed has 3 (three) fully equipped theatres, and 1 (one) minor theatre/procedure room.

### **Competition assessment**

5. The Commission found that the merger raises a horizontal overlap as both Lenmed and Mooimed operate private hospitals offering multi-disciplinary acute inpatient hospital services in the area within 50km of Mooimed which is in Potchefstroom. The Commission found that the merged entity will own three of the five hospitals located in the Potchefstroom and Klerksdorp area. The other two hospitals are Mediclinic Potchefstroom and Life Anncron Hospital in Klerksdorp. The merged entity will have a combined estimated market share that renders the merged entity presumptively dominant as contemplated by section 7 of the Act, in the market for the provision of acute multidisciplinary inpatient private hospital services in Potchefstroom/Klerksdorp based on the number of beds.
  6. In the national market, the merged entity will have an estimated market share that is relatively low, of less than **[CONFIDENTIAL]**%, which suggests that they are a small player in the national market. The Commission also notes that the merging parties will continue to face competition at the national level from a number of much larger private hospital groups post-merger, such as Netcare Group (>20%), Mediclinic Group (>20%) and Life Healthcare Group (>20%).
  7. Notwithstanding the relatively high market shares of the merged entity in the Potchefstroom/Klerksdorp local market, the Commission notes that the following:
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- 7.1. Although they form part of the same geographic market, the Commission notes that the Lenmed hospitals in Klerksdorp are not likely to be Mooimed's closest competitors. The most direct competitive constraints will likely be imposed by Mediclinic Potchefstroom due to its proximity to Mooimed, its larger size, and broader service offering. Although Lenmed Sunningdale and Mooimed are likely to be closer competitors in terms of service offering, Lenmed Sunningdale is the smallest hospital in the region with fewer than half the beds of Mooimed.
- 7.2. Based on Cost Per Event (CPE) data, the merging parties' hospitals are generally more efficient than the industry average. This means it generally costs a patient less to receive treatment at the Lenmed Hospitals in Klerksdorp and Mooimed than it would at the average private hospital.
- 7.3. The merger is likely to have a pro-competitive impact on the national market by allowing a smaller player to contest a market with otherwise stubbornly high barriers to entry and persistent levels of concentration enjoyed by the 3 large hospital groups. The Commission is therefore of the view that this merger is likely to enhance competition in the national market.
8. The Commission considered the impact of the merger on the national tariffs charged by Mooimed post-merger. For medical scheme patients, the Commission compared Lenmed's tariffs to those at Mooimed. The Commission notes that Mooimed is part of the National Hospital Network (NHN). Although Lenmed is also part of the NHN, it has opted out of the NHN for certain medical schemes. For those medical schemes where Lenmed remains part of NHN, the merger will have no impact on tariffs.
9. For those medical schemes where Lenmed has opted out of NHN, the Commission found that Lenmed's tariffs are lower for some medical schemes while being higher for others. However, as noted above, the CPE for both the merging parties are lower than the industry standard. Also, the medical scheme tariffs are subject to negotiation between the hospitals and the medical schemes. The medical scheme contacted by the Commission confirmed that they are not concerned about their ability to negotiate tariffs with the merged entity post-merger.
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10. The Commission however identified a concern regarding uninsured patients. The Commission found that Lenmed's tariffs charged to private patients are significantly higher than those of Mooimed. However, the merging parties have provided an undertaking that they will continue to make use of the lower Mooimed tariffs for non-insured patients post-merger for at least 5 (five) years with annual increases limited to the Consumer Price Index. The parties have agreed to make this a condition to the approval of the merger.
11. Taken as a whole, the Commission is of the view that the proposed transaction is unlikely to substantially lessen or prevent competition in any market in South Africa.

### **Public Interest**

#### ***Effect on employment***

12. The merging parties submit that the proposed transaction will not have a negative effect on employment. The Commission finds that no merger related retrenchments or job losses will result from the proposed transaction.

#### ***The promotion of a greater spread of ownership by HDPs and workers (section 12A(3)(e))***

13. The proposed transaction results in an increase in ownership by HDPs in the Target Firm. The Commission also noted the historical lack of transformation in the private healthcare sector in South Africa as identified in the Commission's Health Market Inquiry as well as various government policy documents.
14. This means the proposed transaction has a positive effect on the greater spread of ownership by HDP in terms of section 12A(3)(e) of the Act. This positive effect is both merger-specific and substantial.
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***Effect on the ability of HDP owned firms to effectively enter into, participate in or expand within the market (section 12A(3)(c))***

15. The Commission considered the impact of the merger on the ability of HDP-owned firms to effectively enter into, participate in or expand within the market in line with section 12A(3)(c) of the Act. The Commission considered this in the context of the country's public policy goals regarding hospital care. The purpose of granting the exemption for collective tariff negotiations to the NHN is to promote the ability of small businesses, or firms controlled or owned by historically disadvantaged persons to become competitive. A further benefit of the exemption is that the NHN serves as a competitive counterbalance to the big three hospital groups, as members to the NHN are individually in a competitively weak bargaining position in negotiations with private healthcare funders.
16. In this context, the Commission notes Lenmed's stated rationale according to which it intends to bargain independently of the NHN in future as a standalone group. By bargaining independently of the NHN, the number of competitors that participate in national bargaining with funders will increase from 4 (four) (Netcare, Life, Mediclinic, and the NHN) to 5 (five). This merger serves to further strengthen Lenmed as it seeks to grow and become a more effective competitor to the 3 (three) large hospital groups which is a positive outcome in terms of section 12A(3)(c) of the Act.
17. The proposed transaction does not raise any other public interest concerns.

**Conclusion**

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



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**ANNEXURE A**  
**LENMED HEALTH PROPRIETARY LIMITED**  
**AND**  
**MOOIMED OPERATING COMPANY PROPRIETARY LIMITED**  
**CASE NUMBER: 2023JUN0009**

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**CONDITIONS**

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**1. DEFINITIONS**

1.1. The following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings –

- 1.1.1. **“Acquiring Firm”** means Lenmed Health (Pty) Ltd;
- 1.1.2. **“Act”** means the Competition Act, No. 89 of 1998 (as amended);
- 1.1.3. **“Approval Date”** means the date on which the Merger is approved by the Commission and as set out in the Commission’s clearance certificate (Notice CC 15);
- 1.1.4. **“Commission”** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Act;
- 1.1.5. **“Conditions”** means the conditions set out herein;
- 1.1.6. **“CPI”** means Consumer Price Index as published periodically by Statistics South Africa;
- 1.1.7. **“Days”** means any calendar day other than a Saturday, a Sunday or an official public holiday in South Africa;
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- 1.1.8. **“Implementation Date”** means date occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
- 1.1.9. **“Lenmed”** means Lenmed Health (Pty) Ltd;
- 1.1.10. **“Merged Entity”** means Lenmed and Mooimed following the Merger;
- 1.1.11. **“Merger”** means the acquisition by Lenmed of the entire share capital of Mooimed;
- 1.1.12. **“Merging Parties”** means Lenmed and Mooimed;
- 1.1.13. **“Mooimed”** means Mooimed Operating Company (Pty) Ltd;
- 1.1.14. **“South Africa”** means the Republic of South Africa;
- 1.1.15. **“Target Firm”** means Mooimed Operating Company (Pty) Ltd;
- 1.1.16. **“Tribunal”** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Act.
- 1.1.17. **“Tribunal Rules”** means the Rules for the Conduct of Proceedings in the Tribunal;
- 1.1.18. **“Uninsured Patients”** means patients that are not covered by any medical scheme or medical insurance in South Africa.

## 2. CONDITIONS

- 2.1. For a period of 5 years from Implementation Date -
- 2.1.1. the Merged Entity undertakes to charge the lower of the Merging Parties' respective tariffs applicable for Uninsured Patients at the Target Firm.
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2.1.2. The tariff referred to in clause 2.1.1 above will not be increased by more than the CPI annually.

2.2. The lower of the Merging Parties' tariffs applicable to Uninsured Patients shall not increase between the Approval Date and the Implementation Date.

### **3. MONITORING OF COMPLIANCE WITH THE CONDITIONS**

3.1. The Merged Entity shall inform the Commission in writing of the Implementation Date within 5 (five) Days of it becoming effective.

3.2. The Merged Entity shall submit an affidavit within 5 Days after the anniversary of the Implementation Date and for a period of 5 years, to the Commission, confirming compliance with clause 2 of the Conditions. This affidavit must be deposed to by a director of the Merged Entity.

3.3. Any person including any employee of either of the Merging Parties who believes that the Merging Parties have not complied with or have acted in breach of the Conditions may approach the Commission.

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

### **4. APPARENT BREACH**

4.1. In the event that the Commission discovers that there has been an apparent breach of these Conditions, this shall be dealt with in terms of Rule 37 of the Rules for the Conduct of Proceedings in the Tribunal read together with Rule 39 of the Rules for the Conduct of Proceedings in the Commission.

### **5. VARIATION**

5.1. The Merged Entity may at any time, and on good cause shown, apply to the Commission for any of the Conditions to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the Merged Entity's application to the Commission, the Merged

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Entity may apply to the Tribunal for appropriate relief.

6. **GENERAL**

- 6.1. All correspondence in relation to these Conditions must be submitted to the following e-mail address: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za).

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****AGROFRESH SOUTH AFRICA (PTY) LTD****AND****TESSARA HOLDCO (PTY) LTD****CASE NUMBER: 2023JUN0021**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

1. On 14 June 2023, the Competition Commission ("the Commission") received a notice of an intermediate merger whereby, AgroFresh South Africa (Pty) Ltd ("AgroFresh") intends to acquire 100% of the issued share capital of Tessara HoldCo (Pty) Ltd ("Tessara").
  2. The primary acquiring firm is AgroFresh, a company incorporated in accordance with the laws of the Republic of South Africa. AgroFresh is directly controlled by **[CONFIDENTIAL]**. AgroFresh does not control any firm in South Africa. AgroFresh does not have any shareholding by historically disadvantaged persons ("HDPs").
  3. AgroFresh develops and provides food preservation and food waste reduction products and services, to ensure the freshness of fruits, by managing and delaying the ripening process. AgroFresh's range of solutions includes plant growth regulators, plant-based coatings, antimicrobials, equipment and proprietary solutions that help improve the freshness of the supply chain from harvest to the end-consumer.
  4. The primary target firm is Tessara, a South African company. Tessara is controlled by **[CONFIDENTIAL]**. Tessara has several subsidiaries in various countries including South Africa. Tessara does not have any shareholding by HDPs.
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5. Tessara is a manufacturer of preservation technologies for use in the marketing and export of fresh produce. Tessara produces sulphur dioxide (SO<sub>2</sub>)-based sheets for use in the preservation of fresh produce post-harvest. Its product *Uvasys* is a SO<sub>2</sub>-based sheet, primarily used to protect table grapes against *Botrytis* infection. Tessara's other commercial product is *Berrisys* which is focused on post-harvest preservations of berries. Tessara is also seeking to extend its product line into solutions for crops such as cut flowers (recently launched), tomatoes and litchis.

#### **Competition Assessment**

6. The Commission's investigation of the proposed merger found that same does not result in any overlaps. Accordingly, the Commission is of the view that the proposed merger is unlikely to substantially prevent or lessen competition in any relevant market in South Africa.

#### **Public Interest considerations**

7. To address a greater spread of ownership, the parties have committed to establish an Employee Share Ownership Plan ("ESOP") to facilitate workers acquiring a 5% interest in Tessara, post-merger.
  8. The merging parties also agreed to engage with the Department of Trade Industry and Competition to identify local manufacturers who may potentially be able to manufacture Tessara's main inputs, post-merger.
  9. The Minister of Trade, Industry and Competition, participated in this merger and was satisfied with the commitments tendered by the merging parties.
  10. The proposed transaction does not raise any other public interest concerns.
  11. The Commission therefore approves the proposed merger, subject to the conditions contained in **Annexure A** hereto.
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**ANNEXURE A**  
**AGROFRESH SOUTH AFRICA (PTY) LTD**  
**AND**  
**TESSARA HOLDCO (PTY) LTD**

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**CASE NUMBER: 2023JUN0021**

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**CONDITIONS**

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**1. DEFINITIONS**

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

- 1.1. **“Acquiring Firm”** means AgroFresh South Africa Proprietary Limited, a private company incorporated in accordance with the laws of South Africa under registration number 2014/118297/07;
  - 1.2. **“Act”** means the Competition Act No. 89 of 1998, as amended;
  - 1.3. **“Approval Date”** means the date on which the Proposed Transaction is approved in terms of the Act;
  - 1.4. **“Commission”** means the Competition Commission of South Africa;
  - 1.5. **“Condition”** means the merger condition included in this Annexure A;
  - 1.6. **“Days”** means any day that is not a Saturday, Sunday, or public holiday in South Africa;
  - 1.7. **“DTIC”** means the Department of Trade, Industry and Competition;
  - 1.8. **“ESOP”** means the Employee Share Ownership Programme (or the trust as the context requires) to be established pursuant to the Condition;
  - 1.9. **“ESOP Establishment Period”** means a period of 12 months reckoned from the Implementation Date;
  - 1.10. **“ESOP Shares”** has the meaning given to it in paragraph 2;
  - 1.11. **“HDPs”** means historically disadvantaged persons as defined in section 3(2) of the Act;
  - 1.12. **“Implementation Date”** means the date on which the merger is implemented by the Merging Parties;
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- 1.13. **“Merger”** means the proposed acquisition by the Acquiring Firm of the Target Firm as notified to the Commission under Case No. 2023JUN0021;
- 1.14. **“Merging Parties”** means the Acquiring Firm and the Target Firm;
- 1.15. **“South Africa”** means the Republic of South Africa;
- 1.16. **“Target Firm”** means Tessara SA Holdco Proprietary Limited, a private company incorporated in accordance with the laws of South Africa under registration number 2018/104590/07;
- 1.17. **“Tessara Group”** means the Target Firm and its direct and indirect subsidiaries as at the Implementation Date;
- 1.18. **“Tribunal”** means the Competition Tribunal of South Africa;
- 1.19. **“Tribunal Rules”** means the Rules for the Conduct of Proceedings in the Tribunal;
- 1.20. **“Qualifying Workers”** means Workers employed by the Tessara Group and with a minimum of 2 years employment with the Tessara Group; and
- 1.21. **“Worker”** means an employee as defined in the Labour Relations Act 66 of 1995 (as amended) and, in the context of ownership, refers to ownership by a broad base of Workers.

## 2. ESTABLISHMENT OF THE ESOP

- 2.1. On or before the expiry of the ESOP Establishment Period, the Merging Parties shall establish the ESOP for the benefit of Qualifying Workers. The ESOP shall hold an equity interest equivalent, in value, to 5% (five percent) of the issued shares in the Tessara Group as at the Implementation Date (“ESOP Shares”), in accordance with the design principles set out in Annexure B.

### **3. LOCAL PROCUREMENT**

3.1. On an annual basis after the Implementation Date for a period of 3 (three) years, Tessara Group will provide the DTIC with a list of Tessara's key raw materials and a high-level summary of the specifications, and will engage with the DTIC and (subject to the conclusion of appropriate non-disclosure agreements) any local manufacturers that the DTIC identifies and which appear to be able to supply the raw materials to the requisite standards with a view to sourcing these inputs locally on commercially competitive terms.

### **4. MONITORING OF COMPLIANCE WITH THE CONDITIONS**

4.1. Within 10 (ten) Days of the Implementation Date, the Target Firm shall circulate a non-confidential version of the Condition to its employees, their employee representatives and trade unions. As proof of compliance herewith, the Target Firm shall within 5 (five) Days of circulating the Condition, submit to the Commission an affidavit by a senior official, attesting to such compliance.

4.2. Within 5 (five) days after the Implementation Date, the Acquiring Firm shall notify the Commission in writing of the Implementation Date.

4.3. The Merging Parties shall submit a compliance report (including a trust deed for the registration of the ESOP) within 5 (five) Days after the establishment of the ESOP. The report shall be accompanied by an affidavit from a director of the Acquiring Firm confirming the accuracy of the information contained in the report.

4.4. The Merging Parties shall submit a report on an annual basis to the Commission, setting out its compliance with clause 3 of the Conditions. This report shall be accompanied by an affidavit, attested to by a director or other suitable person of the Merged Entity in South Africa confirming the accuracy of the report.

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

### **5. APPARENT BREACH**

5.1. If the Merging Parties appear to have breached the Conditions or if the Commission determines that there has been an apparent breach by the Merging Parties of any of

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the Conditions, this shall be dealt with in terms of Rule 39 of the Commission Rules read together with Rule 37 of the Tribunal Rules.

## **6. VARIATION**

6.1. The Merging Parties may at any time, and on good cause shown, apply to the Commission for any of the Conditions to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the Merging Parties' application to the Commission, the Merging Parties may apply to the Tribunal for appropriate relief.

## **7. GENERAL**

7.1. All correspondence in relation to the Condition must be submitted to the following e-mail addresses: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [ministry@thedtic.gov.za](mailto:ministry@thedtic.gov.za)

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**ANNEXURE B - CONFIDENTIAL**

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**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****WITZENBERG PROPERTIES PROPRIETARY LIMITED****AND****THE DECIDUOUS FRUIT OPERATIONS OF CROOKES BROTHERS SOUTH AFRICA  
PROPRIETARY LIMITED****CASE NUMBER: 2023JUN0027**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

1. On 20 June 2023, the Competition Commission ("Commission") received notice of an intermediate merger where Witzenberg Properties Proprietary Limited ("Witzenberg") intends to acquire the deciduous fruit operations of Crookes Brothers South Africa Proprietary Limited ("Crookes Brothers") as a going concern.
2. The primary acquiring firm is Witzenberg, a South African firm. Witzenberg is **[CONFIDENTIAL]**% held by the Pieter Graaff Family Trust. Witzenberg controls the following firms (i) **[CONFIDENTIAL]**; (ii) **[CONFIDENTIAL]** (iii) **[CONFIDENTIAL]**; and (iv) **[CONFIDENTIAL]**. Witzenberg, all the firms it controls and all the firms controlling Witzenberg, shall be referred to as the "Acquiring Group".
3. Through Witzenberg, the Acquiring Group is an agricultural business and producer of pome fruit (pears and apples). Through its controlling interest in **[CONFIDENTIAL]**, the Acquiring Group is also active in packaging, and juice processing, and marketing of pome fruit for the South African and export markets.

4. The primary target firm is the deciduous fruit (pome fruit) operations of Crookes Brothers ("Target Enterprise"). The Target Enterprise is active in the following pome fruit value chain elements in South Africa: selling pome fruit into deciduous fruit packing, logistics, marketing and sales; and the processing of fruit not suitable for packing and marketing into concentrates (juice). The Target Enterprise produces pome fruit from the Ouwerf, Vygeboom, Dennebos and Belleview (Bellcro Farming) farms, which are all located in the EGV (Elgin-Grabouw-Villiersdorp) region of the Western Cape.

#### **Competition Analysis**

5. The Commission considered the activities of the merging parties and found that they overlap horizontally as both the Acquiring Group and the Target Enterprise are involved in the production of pome fruit. The Commission concluded that the proposed transaction is unlikely to substantially prevent or lessen competition in any the market relevant market.

#### **Public interest analysis**

6. To address public interest concerns, the parties have tendered the following commitments:
    - 6.1. procure a minimum of R[**CONFIDENTIAL**] for all services for security fences and electrified fences on the Target Enterprises' Vygeboom farm operations for a period of 5 (five) years from an HDP owned company;
    - 6.2. procure a minimum of R[**CONFIDENTIAL**] for all civil construction services required regarding water distribution and irrigation schemes on the Target Enterprises' Vygeboom properties for a period of 5 (five) years from an HDP owned civil contractor; and
    - 6.3. the Acquiring Group will take over from CBL to ensure the continued ownership and participation of the farm workers of the Vygeboom farm in the Ithemba Elitsha structure, which structure lies outside of the CBL entities. This amounts to approximately R[**CONFIDENTIAL**] per year for the next 5 years.
  7. The proposed transaction does not raise any other public interest concerns.
  8. The Commission approves the proposed transaction with the public interest conditions attached in **Annexure A** hereto.
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**ANNEXURE A****WITZENBERG PROPERTIES PROPRIETARY LIMITED****AND****THE DECIDUOUS FRUIT OPERATIONS OF CROOKES BROTHERS SOUTH AFRICA  
PROPRIETARY LIMITED****CASE NO: 2023JUN0027**

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**CONDITIONS**

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**DEFINITIONS**

- 1.1. The following expressions shall bear the meaning assigned to them below and cognate expressions bear a corresponding meaning -
- 1.1.1. **"Acquiring Firm"** means Witzenberg Properties Proprietary Limited;
  - 1.1.2. **"Approval Date"** means the date referred to on the Commission's Merger Clearance Certificate (Form CC 15);
  - 1.1.3. **"B-BBEE"** means Broad-Based Black Economic Empowerment Amendment Act, 2013 (Act No. 46 of 2013);
  - 1.1.4. **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;
  - 1.1.5. **"Commission Rules"** means the Rules for the Conduct of Proceedings in the Commission.
  - 1.1.6. **"Competition Act"** means the Competition Act 89 of 1998, as amended;
-

- 1.1.7. **“Conditions”** means these conditions, and "Condition" means, as the context requires, any one of them;
- 1.1.8. **“Crookes Brothers”** means Crookes Brothers South Africa (Pty) Ltd.;
- 1.1.9. **“Days”** means any calendar day other than a Saturday, a Sunday or an official public holiday in South Africa;
- 1.1.10. **“HDPs”** means historically disadvantaged persons as contemplated by the Competition Act No. 89 of 1998 (as amended);
- 1.1.11. **“Implementation Date”** means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
- 1.1.12. **“Ithemba Elitsha Structure”** means an empowerment structure which was created by Crookes Brothers and certain other participating growers according to which their workers directly own shareholding in three (3) farms in the Elgin region. The farms are owned 33.33% by Ithemba Elitsha Farming; 33.33% by participating growers; and 33.33% by the farm workers. The structure was created in 2015 and requires ongoing support by the growers for a period of 12 years;
- 1.1.13. **“Merger”** means the acquisition of sole control of the Target Firm by the Acquiring Firm;
- 1.1.14. **“Merging Parties”** means the Acquiring Firm and the Target Firm;
- 1.1.15. **“South Africa”** means the Republic of South Africa;
- 1.1.16. **“SMME”** means a small, medium, or micro enterprise as contemplated in the National Small Enterprise Act, No. 102 of 1996;
- 1.1.17. **“Target Firm”** means the deciduous fruit operations of Crookes Brothers South Africa Proprietary Limited;
- 1.1.18. **“Tribunal”** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act; and
-



1.1.19. **“Tribunal Rules”** mean the Rules for the Conduct of Proceedings in the Tribunal

1.1.20. **“Vygeboom Properties”** means Ouwerf, Vygeboom, Dennebos and Belleview (Bellcro Farming).

## **CONDITIONS**

### **2. HDPs Support**

- 2.1. The Merging Parties shall spend a minimum of R[**CONFIDENTIAL**] million to procure all service for security fences and electrified fences on the Target Firms' Vygeboom Properties over a period of 5 (five) years from an HDP owned company;
- 2.2. The Merging Parties shall spend a minimum of R[**CONFIDENTIAL**] million to procure all civil constructions services required regarding water distribution and irrigation schemes on the Target Firms Vygeboom Properties over a period of 5 (five) years from an HDP owned civil contractor; and
- 2.3. The Acquiring Firm will continue to make the necessary financial contributions in order to ensure the continued ownership and participation of the farm workers of the Vygeboom farm in the Ithemba Elitsha Structure. This will amount to a minimum financial contribution of R [**CONFIDENTIAL**] per year for at least 5 years or however long is necessary to ensure the farm workers receive ownership in the Vygeboom farm in terms of the Ithemba Elitsha Structure.

### **3. MONITORING OF COMPLIANCE WITH THE CONDITIONS**

- 3.1. The Acquiring Firm shall inform the Commission in writing of the Implementation Date within 5 (five) Days of it becoming effective.
- 3.2. The Merged Entity, on the first to fifth anniversary of the Implementation Date, submit a report confirming compliance with the condition in clause 2.
- 3.3. Each report submitted in terms of paragraphs 3.2 to 3.3 shall be accompanied by an affidavit deposed to by a senior official of the Target Firms, confirming the accuracy of the information contained in the report and attesting to compliance with the Conditions.

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

#### **4. APPARENT BREACH**

- 4.1. Should the Commission receive any complaint in relation to non-compliance with the above Conditions, or otherwise determines that there has been an apparent breach by the Merging Parties of these Conditions, the breach shall be dealt with in terms of Rule 37 of the Tribunal Rules read together with Rule 39 of the Commission Rules.

#### **5. VARIATION**

- 5.1. The Merger Parties and/or the Commission may at any time, and on good cause shown, apply to the Commission for any of the Conditions to be waived, amended or relaxed. Should a dispute arise in relation to the variation of the Conditions, the Merger Parties may apply to the Tribunal, on good cause shown, for the Conditions to be lifted, revised, or amended.

#### **6. GENERAL**

- 6.1. All correspondence in relation to the Conditions must be submitted to the following e-mail addresses: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [ministry@thedtic.gov.za](mailto:ministry@thedtic.gov.za).

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****REDSUN DRIED FRUIT & NUTS (PTY) LTD****AND****DESERT RAISINS (PTY) LTD****CASE NUMBER: 2023JUN0030**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

1. On 21 June 2023, the Competition Commission ("the Commission") received notice of an intermediate merger wherein Redsun Dried Fruit & Nuts (Pty) Ltd ("Redsun") intends to acquire the assets of Desert Raisins (Pty) Ltd ("Desert Raisins"). Post-merger, Redsun will have sole control over the assets of Desert Raisins.
2. The primary acquiring firm, Redsun, is incorporated in South Africa. Redsun is controlled by One Thousand & One Voices Africa 1 (Mauritius) Ltd ("1K1V") as to 68.5% and the remaining shareholding is held by One Thousand and one Voices Funding Solutions (Mauritius) ("1K1V Solutions"). 1K1V is wholly owned and controlled by One Thousand & One Voices Africa 1 Fund ("1K1V Fund"), which is ultimately controlled by an individual, Mr Hendrik Jordaan, through a general partner, One Thousand & One Voices Africa Fund I, L, P Cayman Islands Limited Partnership. Redsun wholly owns and controls the following firms: Edidor 139 (Pty) Ltd, RTE Snacks (Pty) Ltd, and Redsun Property Vrendental (Pty) Ltd.

3. Redsun has control over Rising Sun Raisins (Pty) Ltd according to 12(2)(g) of the Competition Act No.89 of 1998 (as amended) (the “Act”).
4. 1K1V wholly owns and controls Redsun, Trineal (Pty) Ltd, Sybrin Holdings (Pty) Ltd, Aquaculture Investment Holdings Pty Ltd and Saniel (Pty) Ltd. Redsun, all the firms controlling it and all the firms controlled by those firms, will hereinafter be collectively referred to as the “Acquiring Group”.
5. The Acquiring Group does not have shareholding by historically disadvantaged persons (“HDPs”).
6. The primary target assets are comprised of the raisin processing and packaging assets owned by Desert Raisins (Pty) Ltd. Desert Raisins is ultimately indirectly wholly owned by BKB Limited (“BKB”). The assets owned by Desert Raisins will be referred to as the “Target Assets”.
7. The Target Assets have an 11% indirect shareholding by HDPs. These credentials are derived from BKB’s latest B-BBEE certificate dated 12 December 2022.

#### **The parties’ activities**

8. The Acquiring Group is involved in a number of activities in the agricultural sector. Of relevance to this merger assessment are the Acquiring Group’s raisin processing and supply activities in South Africa, which are conducted through Redsun. In that regard, the Acquiring Group operates a raisin processing factory located in Keimoes Northern Cape, which has the capacity to produce 15 000mt per year. The Acquiring Group supplies various types of raisins. The Acquiring Group procures these raisins from local farmers and once processed, they are predominately sold into export markets.
9. The Target Firm comprises the assets of Desert Raisins that are utilised in the processing and supply of various types of raisins including processing and packaging equipment with a processing capacity of 15 000mt per annum.

#### **Competition assessment**

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10. The Commission considered the activities of the merging parties and found that the proposed transaction raises a horizontal overlap as the Acquiring Group is involved in the processing and supply of raisins while the Target Assets comprise assets that are used to process and supply raisins.
  11. The merger parties submit that the merger will result in a combined market share of approximately 29%, with a market share accretion of approximately 15% in the processing and packaging of raisins in South Africa based on processing capacity. The Commission found that other players in this market are Pioneer Foods (Pty) Ltd, Carpe Diem Raisins (Pty) Ltd ("Carpe Diem"), Prosperitas Foods (Pty) Ltd ("Prosperitas"), The Raisin Company ("Raisin Company") and Northern Cape Raisins ("Cape Raisins").
  12. The merger parties submit that to the extent that the proposed transaction does not proceed, the counterfactual is that Redsun will continue to build its factory in Vredendal and import the required assets from Greece. Desert Raisins has taken a definitive decision to exit the market and its participation in the market will be lost with or without the merger.
  13. Considering the above, the Commission is of the view that the proposed transaction is unlikely to substantially prevent or lessen competition in any relevant market.

#### **Public interest Issues**

##### *Employment*

14. The merging parties submit that the proposed transaction will not have any negative effects on employment. That is because the Target Assets have no employees (they are comprised of assets only). The seller of the Target Assets, Desert Raisins, will cease to operate post-merger and has already served its employees with section 189A notices in terms of the Labour Relations Act, irrespective of whether the proposed transaction goes ahead.
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15. The Commission notes that Desert Raisins took a decision to retrench 157 employees in or around August / September 2022. The merging parties argue that the decision to retrench was driven by the non-performance of the business as it had been loss making. However, the section 189A notices were only issued in May 2023, about 9 months later. Desert Raisins' final decision to close the business was taken in July 2023.
  16. The Commission reviewed the financial statements and several board documents of Desert Raisins and found that it was indeed in a precarious financial position. However, it also appears that the discussions with and acquisition proposal from Redsun is likely to have accelerated the decision to wind up the business and retrench the Desert Raisins employees.
  17. As a way to remedy the negative effect on employment that arises as a result of the proposed transaction, the merger parties commit to create 100 new full-time jobs at the new factory that Redsun will commission in Vredendal, over a 7-year period. Redsun also commits to advertising employment opportunities that arise at the Acquiring Firm's existing facility in Keimoes for a period of 2 years from the implementation date.
  18. In considering whether the merger can be justified on public interest grounds, the Commission took into account the following factors:
    - 18.1. The concurrency of the decision to retrench 157 employees and the timing of entering into the proposed transaction, and
    - 18.2. The merger parties' willingness to remedy these retrenchments by creating 100 new jobs at the new factory as well as offering priority employment opportunities in the Acquiring Group's operations in the Northern Cape area where the retrenched employees reside.
  19. Although the 100 new jobs do not directly countervail the 157 lost jobs, the Commission has also taken the view that in the counterfactual, Redsun will likely continue to build its new factory, thus the public interest benefits may be lost without this merger.
  20. Further, the Commission notes that the Trade Unions and employee representatives have not raised any concerns.
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*Promotion of greater spread of ownership by historically disadvantaged persons and workers*

21. The Acquiring Group does not have any HDP ownership and the Target Assets have a 11% indirect ownership through BKB. The Commission indicated that the merger parties must remedy this dilution by implementing either an ESOP or HDP transaction in line with s12A(3)(e) of the Act.
  22. The merging parties requested that the Commission consider the following public interest benefits arising from the merger:
    - 22.1. The Acquiring Group will utilise the Target Assets to build a new raisin processing facility in the Vredendal in the Western Cape region, which is likely to result in the creation of approximately 100 employment opportunities over 7 (seven) years.
    - 22.2. In addition, the Acquiring Firm will advertise employment opportunities that may arise at the Acquiring Firm's existing facility in Keimoes and will, for a period of 2 (two) years from the Implementation Date, favourably consider applications from suitably qualified former employees of Desert Raisins to fill the available posts.
    - 22.3. The Acquiring Group will make a capital investment of approximately R15 000 000 (fifteen million) in its new raisin processing and packaging facility at Vredendal.
    - 22.4. In terms of procurement, Redsun submits that it supports and procures all its raisins from a development project (Eksteenskuil) involving approximately 110 black farmers and directly from 3 black farmers along the Orange River. Redsun will continue to do so post-merger. Redsun is open to exploring opportunities to ensure that black farmers are not excluded from supplying their raisins to Redsun at market related prices.
  23. Notwithstanding the foregoing and whilst every case is considered on its own merits, the Commission considers that the preferable remedies to address a dilution in HDP ownership is either an HDP and/or ESOP condition that at least makes good the dilution.
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Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001  
Contact Centre Tel: 012-748 6200. eMail: info.egazette@gpw.gov.za  
Publications: Tel: (012) 748 6053, 748 6061, 748 6065





# Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA  
REPUBLIEK VAN SUID AFRIKA

Vol. 706

19

April  
April

2024

No. 50528

**PART 5 OF 5**

N.B. The Government Printing Works will not be held responsible for the quality of "Hard Copies" or "Electronic Files" submitted for publication purposes

ISSN 1682-5845



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Given the case specific circumstances in this matter, the remedies offered by the parties in this case likely render the merger justifiable on public interest grounds.

### **Conclusion**

24. The Commission approves the proposed merger subject to conditions in **Annexure A** hereto.

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**ANNEXURE A****REDSUN DRIED FRUIT AND NUTS PROPRIETARY LIMITED  
AND  
THE TARGET ASSETS OWNED BY DESERT RAISINS PROPRIETARY LIMITED  
CASE NUMBER: 2023JUN0030**

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**CONDITIONS**

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**1. DEFINITIONS**

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

- 1.1 **"Acquiring Firm"** means Redsun Dried Fruit and Nuts Proprietary Limited;
  - 1.2 **"Affected Employees"** means former employees of Desert Raisins who were retrenched during the s189 process before Desert Raisins' closure of its raisin processing factory in Kanoneiland.
  - 1.3 **"Approval Date"** means the date referred to in the Commission's merger clearance certificate (Form CC 15) in terms of the Competition Act;
  - 1.4 **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;
  - 1.5 **"Commission Rules"** means the Rules for the Conduct of Proceedings in the Commission;
  - 1.6 **"Competition Act"** means the Competition Act 89 of 1998, as amended;
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- 1.7 **"Conditions"** means these conditions set out herein;
- 1.8 **"Days"** means business days, being any day other than a Saturday, Sunday or official public holiday in South Africa;
- 1.9 **"Desert Raisins"** means Desert Raisins Proprietary Limited;
- 1.10 **"Implementation Date"** means the date, occurring after the Approval Date, on which the Proposed Transaction is implemented by the Merging Parties;
- 1.11 **"Merging Parties"** means the Acquiring Firm and the Target Firm;
- 1.12 **"Proposed Transaction"** means the acquisition of the Target Assets by the Acquiring Firm;
- 1.13 **"South Africa"** means the Republic of South Africa;
- 1.14 **"Target Assets"** means the selected Assets owned by Desert Raisins Proprietary Limited;
- 1.15 **"Tribunal"** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act; and
- 1.16 **"Tribunal Rules"** means the Rules for the Conduct of Proceedings in the Tribunal.

## 2. **CONDITIONS**

2.1 The Acquiring Firm shall create 100 (one hundred) direct new full-time jobs within the Acquiring Firm. The creation of the 100 (one hundred) direct jobs will take place within 7 (seven) years after the Implementation Date broken down as follows:

- 2.1.1 50 new full-time jobs by no later than 2 (two) years after the Implementation Date; and
-

2.1.2 50 new full-time jobs no later than 5 (five) years after the factory has been built (which time period is required as the factory scales and increases its operations to capacity).

2.2 The Acquiring Firm's investment in the commissioning of the new factory shall not be less than an amount of R15 000 000 (fifteen million rand).

2.3 The Acquiring Firm will advertise vacancies that may arise at the Acquiring Firm's existing facility in Keimoes and will do so, for a period of 2 (two) years from the Implementation Date. To the extent that any Affected Employees apply for these positions and to the extent that such employees are suitably qualified for the relevant positions, preference shall be given to the Affected Employees over equally qualified applicants who are not Affected Employees.

### **3. MONITORING OF COMPLIANCE WITH THE CONDITIONS**

3.1 The Acquiring Firm shall inform the Commission in writing of the Implementation Date within 5 (five) Days of its occurrence.

3.2 The Acquiring Firm shall, for a period of 7 years, on the anniversary of the Implementation Date, submit a report which provides the Commission with a status update and/or confirming compliance with the Conditions.

3.3 The Commission may request additional information from the Acquiring Firm, which the Commission may reasonably deem necessary for the purposes of monitoring the extent of compliance with these Conditions.

### **4. VARIATION OF THE CONDITION**

4.1 The Acquiring Firm may at any time, on good cause shown, apply to the Commission for the Conditions to be lifted, revised, amended and/or the time period for fulfilment of the Conditions extended. Should a dispute arise in relation to the variation of the Conditions, the Acquiring Firm shall apply to the Tribunal, on good cause shown, for the Conditions to be lifted, revised or amended.

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5. **APPARENT BREACH**

- 5.1 Should the Commission receive any complaint in relation to non-compliance with the above Conditions, or otherwise determines that there has been an apparent breach by the Merging Parties of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Commission Rules.

6. **GENERAL**

- 6.1 All correspondence in relation these Conditions must be submitted to the following email address: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [ministry@thedtic.gov.za](mailto:ministry@thedtic.gov.za).

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****NOVOZYMES A/S****AND****CHR. HANSEN HOLDING****CASE NUMBER: 2023JUN0035**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

1. On 23 June 2023, the Competition Commission ("the Commission") received notice of an intermediate merger whereby Novozymes A/S ("Novozymes") intends to acquire sole control of Chr Hansen Holding A/S ("CH Holding").

**Description of the merging parties**

2. The primary acquiring firm, Novozymes, is a public company incorporated under the laws of Denmark. Novozymes is a wholly owned subsidiary of Novo Holdings A/S ("Novo Holdings"). Novo Holdings is in turn a wholly owned subsidiary of the Novo Nordisk Foundation. Novozymes, Novo Holdings and Novo Nordisk Foundation will be referred to as "Novozymes" or the "Novo Group". In South Africa, the following firms form part of the Novo Group:
    - 2.1. Novo Nordisk Proprietary Limited.
    - 2.2. Novozymes SA (Pty) Ltd.
    - 2.3. BBI Enzymes SA (Pty) Ltd.
    - 2.4. Vision Biotech (Pty) Ltd.
  3. The Novo Group does not have any shareholding held by historically disadvantaged persons ("HDPs").
-

4. The primary target firm, CH Holding, is a public company incorporated under the laws of Denmark. CH Holding is publicly listed on the Nasdaq Copenhagen Stock Exchange. As its shares are widely held, no single firm or individual directly or indirectly controls CH Holding.
5. The acquiring group, Novo Group, holds a non-controlling shareholding of 21.98% in CH Holding.
6. In South Africa, CH Holding controls Chr Hansen South Africa Proprietary Limited ("Chr Hansen SA"). CH Holding and its subsidiaries will be collectively referred to as "CH Holding" or the Target Firm.
7. CH Holding does not have shareholding held by HDPs.

**Activities of the merging parties**

8. Novozymes is a global biotechnology company which provides sustainable biological solutions for industrial and consumer use and is predominantly a manufacturer of industrial enzymes.
9. CH Holding is a global, differentiated bioscience company that develops natural ingredients solutions for various industries.

**Overlapping markets and competition assessment**

10. The Commission considered the activities of the merging parties within South Africa and found that they overlap horizontally in relation to (i) the commercialisation/distribution of lactase enzymes and (ii) the manufacture of probiotic ingredients for human health. The Commission also found a vertical overlap in relation to the manufacture of lactase and phospholipase products as Novozymes supplies CH Holding with these products for commercialisation/distribution globally, including in South Africa.
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*Horizontal overlap in commercialisation and distribution of lactase*

11. The Commission found that the merger parties will have an estimated post-merger market share of approximately **[CONFIDENTIAL]**% in the distribution of lactase enzymes in South Africa, based on sales value, with an accretion of approximately **[CONFIDENTIAL]**%. For completeness, the Commission notes that the merger parties' global market share in the distribution of lactase enzymes is approximately **[CONFIDENTIAL]**%, with an accretion of **[CONFIDENTIAL]**%.

*Horizontal overlap in the manufacture of probiotics*

12. The Commission found that both Novozymes and CH Holding manufacture probiotics for human health within South Africa. Novozymes derived annual revenue of only **[CONFIDENTIAL]** for the manufacture of probiotic ingredients in the 2022 financial year whereas CH Holding derived annual revenue of **[CONFIDENTIAL]** for the manufacture of probiotic ingredients (bulk powder) as an input for dietary supplements for humans within South Africa in the 2022 financial year.
13. Based on the estimated total annual revenue of **[CONFIDENTIAL]** in the market for the manufacture of probiotic ingredients as an input for dietary supplements for humans, the merged entity will have a combined market share of less than **[CONFIDENTIAL]**%.

*Vertical overlap in lactase and phospholipase*

*Lactase*

14. As stated above, the Commission found that the merged entity will account for approximately **[CONFIDENTIAL]**% of the downstream market for the distribution of lactase in South Africa. The Commission also found that CH Holding already sources a substantial share of its lactase requirements (**[CONFIDENTIAL]**% during the 2022 financial year) from Novozymes. Given the low post-merger market shares of the merged entity in the distribution of lactase in South Africa and the fact that CH Holding already procures a significant amount of its lactase enzyme requirements from Novozymes prior to the merger, the Commission found that the merger is unlikely to result in substantial foreclosure concerns.
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*Phospholipase*

15. The Commission found that Novozymes supplies all its phospholipase exclusively to CH Holding for distribution in South Africa and globally. CH Holding in turn distributes all Novozymes' phospholipase products. CH Holding does not distribute third parties' phospholipase but only that of Novozymes' products. Therefore, the Commission is of the view that this vertical dimension is unlikely to raise customer foreclosure concerns.
16. None of the third parties engaged raised concerns about the merger.
17. Considering the above, the Commission is of the view that the proposed transaction is unlikely to lead to a substantial prevention or lessening of competition in any relevant market.

**Public interest***Effect on employment*

18. The Commission is of the view that the proposed transaction is unlikely to lead to negative employment effects.

*The promotion of a greater spread of ownership, in particular to increase the levels of ownership by historically disadvantaged persons (HDPs) and workers in firms in the market*

19. The merging parties submit that none of the shares of either the Novo Group or the Target Firm are held by HDPs and that the proposed merger is a foreign-to-foreign transaction which only has an incidental effect on local subsidiaries within South Africa.
  20. The Commission requested that the merging parties establish HDP shareholding or an employee share ownership plan ("ESOP") in line with the requirements of section 12A(3)(e) of the Act. The merging parties made several written arguments, ultimately arguing that the proposed transaction does not give rise to any negative effect on the public interest.
  21. The Commission holds that section 12A(3)(e) of the Act imposes a positive obligation to promote a greater spread of ownership, in particular to increase ownership by HDPs and
-

workers. The positive obligation applies to all transactions filed in South Africa and should, in the first instance, be remedied by an ESOP or an HDP transaction.

22. However, given the facts of this proposed transaction, the Commission and the merger ultimately agreed that the merger be approved subject to conditions relating to skills development, enterprise and supplier development and procurement that are responsive to sections 12A(3)(b) and 12A(3)(c) of the Act.

23. There are no other public interest issues arising.

**Conclusion**

24. The Commission approves the merger with the Conditions attached as **Annexure A**.

**ANNEXURE****NOVOZYMES A/S****AND****CHR. HANSEN HOLDING A/S****CASE NUMBER: 2023JUN0035****CONDITIONS**

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**1. DEFINITIONS**

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

- 1.1 **"Acquiring Firm"** means Novozymes A/S;
  - 1.2 **"Approval Date"** means the date referred to on the Commission's merger clearance certificate (Form CC 15), being the date on which the Merger is approved in terms of the Competition Act;
  - 1.3 **"Black"** means black people as defined in the Broad-Based Black Economic Empowerment Act No 53 of 2003, as amended;
  - 1.4 **"Black-owned business"** means a business that is held as to 51% or more by Black people;
  - 1.5 **"Black women-owned business"** means a business that is held as to 30% or more by Black women;
  - 1.6 **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;
  - 1.7 **"Competition Rules"** means the Rules for the Conduct of Proceedings in the Commission;
-

- 1.8 **"Competition Act"** means the Competition Act No 89 of 1998, as amended;
- 1.9 **"Conditions"** means these conditions;
- 1.10 **"Days"** means any calendar day that is not a Saturday, Sunday, or official public holiday in South Africa;
- 1.11 **"HDP"** means a historically disadvantaged person as defined in the Competition Act;
- 1.12 **"Implementation Date"** means the date occurring after the Approval Date on which the Merger Parties implement the Merger;
- 1.13 **"Merged Entity"** means the Acquiring Firm after the Merger is implemented by the Merger Parties;
- 1.14 **"Merger"** means the merger between the Acquiring Firm and the Target Firm, with the Acquiring Firm as the surviving entity and the Target Firm as the dissolving entity as described in the intermediate merger notified to the Commission under Commission case number **2023JUN0035**;
- 1.15 **"Merger Parties"** means the Acquiring Firm and the Target Firm;
- 1.16 **"National Qualifications Framework"** means the national qualifications framework contemplated in the National Qualifications Framework Act No 67 of 2008;
- 1.17 **"NPAT"** means net profit after tax, being the amount that remains after a company has paid off all of its operating and non-operating expenses, other liabilities, and taxes;
- 1.18 **"SMME"** means small, medium and micro enterprises;
- 1.19 **"Target Firm" means** Chr. Hansen Holding A/S; and
- 1.20 **"Tribunal"** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act.
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## 2. ENTERPRISE AND SUPPLIER DEVELOPMENT AND CORPORATE SOCIAL RESPONSIBILITY INITIATIVES

In total over a period of 5 (five) years, commencing at the start of the Merged Entity's financial year following the Implementation Date, the Merged Entity shall, in its sole discretion, in the aggregate, spend an amount equal to no less than the sum of **[CONFIDENTIAL]**% (ten per cent) of the NPAT of the Merged Entity's South African entities for each of the relevant 5 (five) years, on one or more of the following or similarly intended initiatives:

- 2.1 Enterprise and supplier development, in particular with regard to the promotion of the ability of SMMEs and firms controlled or owned by HDPs to effectively enter into, participate in or expand within markets in South Africa.
- 2.2 Development of the experience, skills and knowledge of Black women and/or employees, including through the provision of bursaries for study in academic programmes at institutions of higher learning within the National Qualifications Framework.
- 2.3 Procurement from black-owned businesses and black women-owned businesses, provided that the goods and services that the Merged Entity requires to be procured are available on reasonable, practical and competitive terms that comply with the Merged Entity's reasonable requirements, particularly as regards availability, quantity, counterparty risk and pricing.

## 3. MONITORING OF COMPLIANCE WITH THE CONDITIONS

- 3.1 The Merged Entity shall inform the Commission in writing of the Implementation Date within 5 (five) Days of the Implementation Date.
  - 3.2 For the duration of the Conditions, the Merged Entity shall, on each anniversary of the Implementation Date, provide the Commission with an affidavit attested to by a senior official of the Merged Entity, confirming the Merged Entity's compliance with the Conditions.
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- 3.3 The Commission may request such additional information from the Merger Parties, which the Commission may, from time to time, deem necessary to monitor the extent of compliance with these Conditions.

4. **APPARENT BREACH**

Should the Commission receive any complaint in relation to non-compliance with the Conditions, or otherwise determine that there has been an apparent breach by the Merger Parties of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Commission Rules.

5. **VARIATION OF CONDITIONS**

The Merger Parties may at any time, on good cause shown, apply to the Commission for the Conditions to be lifted, revised, or amended. Should a dispute arise in relation to the variation of the Conditions, the Merger Parties may apply to the Tribunal, on good cause shown, for the Conditions to be lifted, revised, or amended.

6. **GENERAL**

All correspondence concerning the Conditions must be submitted to the following email address: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [ministry@thedtic.gov.za](mailto:ministry@thedtic.gov.za).

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****BLANTYRE CAPITAL LIMITED****AND****DYNAMIC COMMODITIES HOLDINGS PROPRIETARY LIMITED AND DC FOODS  
PROPRIETARY LIMITED****CASE NUMBER: 2023JUN0037**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

1. On 23 June 2023, the Competition Commission ("Commission") received notice of an intermediate merger whereby Blantyre Capital Limited ("Blantyre Capital") intends to acquire control over Dynamic Commodities Holdings Proprietary Limited ("DCH") and DC Foods Proprietary Limited ("DC Foods").
2. The primary acquiring firm is Blantyre Capital, a firm incorporated in the United Kingdom. Blantyre Capital is a wholly owned subsidiary of Blantyre Capital (Cayman) Limited, which is, in turn majority owned by **[CONFIDENTIAL]**. In South Africa, Blantyre Capital controls Ster-Kinekor Theatres Proprietary Limited ("Ster-Kinekor"). Blantyre Capital is registered in the United Kingdom. In South Africa, Blantyre's only business is its joint control of Ster-Kinekor, which is a movie exhibitor that operates several commercial sites across Southern Africa.
3. The primary target firms are DCH and DC Foods (collectively the "Target Firms"), firms incorporated in South Africa. DCH is a holding company through which **[CONFIDENTIAL]** and **[CONFIDENTIAL]** hold their respective interests in DC Foods. DC Foods is an export driven business which is active in the manufacturing and supply of high-quality frozen desserts and



frozen fruit pieces. DC Foods' fruit products are exported to countries that include the United States of America, France, Australia, Japan and various countries in Europe.

### **Competition Assessment**

4. The Commission considered the activities of the merging parties and found that the proposed transaction does not give rise to any horizontal or vertical overlaps in South Africa.
5. As such, the proposed transaction is unlikely to substantially prevent or lessen competition in any market.

### **Public Interest**

6. The merging parties submitted an unequivocal statement that the proposed transaction will not result in any job losses. The Commission found that the proposed transaction does not raise any overlaps, as such the proposed transaction is unlikely to result in any redundancies. The Commission is therefore of the view that the proposed transaction is unlikely to result in a negative effect on employment.
7. The Commission found that the proposed transaction raises concerns in terms of section 12A (3)(e) of the Competition Act as Blantyre does not have any shareholders who are Historically Disadvantaged Persons ("HDPs") whereas the DC Foods has indirect HDP shareholding of 6%. Post implementation of the proposed transaction, this shareholding will fall away, resulting in a dilution of HDP shareholding in DC Foods. As such, the Commission required that the merging parties introduce a 6% employee share ownership plan ("ESOP") and/or introduce an HDP transaction that will address the dilution in HDP shareholding resulting from the merger.
8. Following extensive engagements between the merging parties and the Commission, the merging parties have made the following undertakings:
  - 8.1. By **[CONFIDENTIAL]**, the Acquiring Firm shall invest at least ZAR **[CONFIDENTIAL]** to increase the manufacturing capacity of DC Foods' production facility situated near Gqeberha, Eastern Cape Province;
  - 8.2. By no later than **[CONFIDENTIAL]**, the Merged Entity shall employ a minimum of **[CONFIDENTIAL]** additional employees and shall ensure that no less than **[CONFIDENTIAL]** % of such new hires are HDPs and predominantly female;

- 8.3. For a period of **[CONFIDENTIAL]** years following the Implementation Date, the Merged Entity shall use its reasonable commercial endeavours to ensure that at least **[CONFIDENTIAL]**% of suppliers to DC Foods are HDP-Owned Businesses;
- 8.4. Existing agreements with HDP-Owned Businesses in force as at the approval date of the transaction will be honoured in accordance with their terms; and
- 8.5. For a period of **[CONFIDENTIAL]** years following the Implementation Date, subject to supply on reasonable commercial terms, the Merged Entity shall procure personal protective equipment for its employees at DC Foods' facility in Gqeberha, Eastern Cape Province from The Association for Persons with Physical Disabilities, Nelson Mandela Bay, with a minimum spend of ZAR **[CONFIDENTIAL]** per year.
9. The proposed transaction does not raise any other public interest concerns.
10. The Commission, therefore, approves the proposed transaction with conditions attached on **Annexure A**.

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**ANNEXURE A****BLANTYRE CAPITAL LIMITED****AND****DYNAMIC COMMODITIES HOLDINGS PROPRIETARY LIMITED****CASE No: 2023JUN0037**

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**CONDITIONS**

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**DEFINITIONS**

- 1.1. The following expressions shall bear the meaning assigned to them below and cognate expressions bear a corresponding meaning -
- 1.1.1. **"Acquiring Firm"** means Blantyre Capital Limited;
  - 1.1.2. **"Approval Date"** means the date referred to on the Commission's Merger Clearance Certificate (Form CC 15);
  - 1.1.3. **"Blantyre"** means Blantyre Capital Limited;
  - 1.1.4. **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;
  - 1.1.5. **"Commission Rules"** means the Rules for the Conduct of Proceedings in the Commission;
  - 1.1.6. **"Competition Act"** means the Competition Act 89 of 1998, as amended;
  - 1.1.7. **"Conditions"** means these conditions, and "Condition" means, as the context requires, any one of them;
  - 1.1.8. **"Days"** means any calendar day other than a Saturday, a Sunday or an official public holiday in South Africa;

- 1.1.9. **“DC Foods”** means DC Foods Proprietary Limited;
- 1.1.10. **“HDPs”** means historically disadvantaged persons as contemplated in the Competition Act No. 89 of 1998 (as amended);
- 1.1.11. **“Implementation Date”** means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
- 1.1.12. **“Merger”** means the acquisition of sole control of the Target Firms by the Acquiring Firm;
- 1.1.13. **“Merging Parties”** means the Acquiring Firm and the Target Firms;
- 1.1.14. **“South Africa”** means the Republic of South Africa;
- 1.1.15. **“SMME”** means a small, medium, or micro enterprise as contemplated in the National Small Enterprise Act, No. 102 of 1996;
- 1.1.16. **“Target Firms”** means (i) Dynamic Commodities Holdings Proprietary Limited, and (ii) DC Foods Proprietary Limited;
- 1.1.17. **“Tribunal”** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act; and
- 1.1.18. **“Tribunal Rules”** mean the Rules for the Conduct of Proceedings in the Tribunal.

## CONDITIONS

### 2. Capital Investment

- 2.1. By **[CONFIDENTIAL]**, Blantyre will invest at least R**[CONFIDENTIAL]** to increase the capacity of DC Foods' existing production facility near Gqeberha, Eastern Cape Province.

### 3. Procurement From Black-Owned Businesses

- 3.1. For a period of **[CONFIDENTIAL]** following the Implementation Date, the Merged Entity shall use its reasonable commercial endeavours to ensure that at least **[CONFIDENTIAL]**% of suppliers to DC Foods are HDP-Owned Businesses, subject to supply on reasonable commercial terms that comply with DC Foods' requirements as

determined by DC Foods in its sole discretion.

- 3.2. Existing agreements with HDP-Owned Businesses in force as at the Approval Date will be honoured in accordance with their terms.
- 3.3. For a period of **[CONFIDENTIAL]** years following the Implementation Date, subject to supply on reasonable commercial terms, the Merged Entity shall procure personal protective equipment for its employees at DC Foods' facility in Gqeberha, Eastern Cape Province from The Association for Persons with Physical Disabilities, Nelson Mandela Bay, with a minimum spend of ZAR **[CONFIDENTIAL]** per year.

#### **4. Increased Employment of HDPS**

- 4.1. By no later than **[CONFIDENTIAL]**, the Merged Entity shall employ, a minimum of **[CONFIDENTIAL]** additional employees and shall ensure that no fewer than **[CONFIDENTIAL]** % of such new hires are HDPs and predominantly female.

#### **5. MONITORING OF COMPLIANCE WITH THE CONDITIONS**

- 5.1. The Acquiring Firm shall inform the Commission in writing of the Implementation Date within 5 (five) Days of it becoming effective.
- 5.2. The Merged Entity shall, on the first to third anniversary of the Implementation Date, submit a report confirming compliance with the condition in clause 2.
- 5.3. The Merged Entity shall, on the first to third anniversary of the Implementation Date, submit a report confirming compliance with the condition in clause 3.
- 5.4. The Merged Entity shall, on the first to third anniversary of the Implementation Date, submit a report confirming compliance with the condition in clause 4.
- 5.5. Each report submitted in terms of paragraphs 5.2 to 5.4 shall be accompanied by an affidavit deposed to by a senior official of the Target Firms, confirming the accuracy of the information contained in the report and attesting to compliance with the Conditions.
- 5.6. The Commission may request any additional information from the Merging Parties, which the Commission from time to time may deem necessary for purposes of monitoring the extent of compliance with these Conditions.

## 6. APPARENT BREACH

- 6.1. Should the Commission receive any complaint in relation to non-compliance with the above Conditions, or otherwise determines that there has been an apparent breach by the Merging Parties of these Conditions, the breach shall be dealt with in terms of Rule 37 of the Tribunal Rules read together with Rule 39 of the Commission Rules.

## 7. VARIATION

- 7.1. The Merger Parties and/or the Commission may at any time, and on good cause shown, apply to the Commission for any of the Conditions to be waived, amended or relaxed. Should a dispute arise in relation to the variation of the Conditions, the Merger Parties may apply to the Tribunal, on good cause shown, for the Conditions to be lifted, revised, or amended.

## 8. GENERAL

- 8.1. All correspondence in relation to the Conditions must be submitted to the following e-mail addresses: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [ministry@thedtic.gov.za](mailto:ministry@thedtic.gov.za).

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****HENEKEN S.R.O****AND****EPKO OIL SEED CRUSHING PROPRIETARY LIMITED****CASE NUMBER: 2023JUN0042**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

1. On 26 June 2023, the Commission was notified of an intermediate merger in terms of which Heneken s.r.o ("Heneken") intends to acquire 100% of the entire issued share capital of GfE-MIR Alloys and Minerals SA (Pty) Ltd ("the Target Firm"). Upon implementation of the proposed transaction, Heneken will obtain sole control over the Target Firm.
2. The primary acquiring firm is Heneken. Heneken does not have an interest in any firm within South Africa. Heneken is controlled by **[Confidential]**. Heneken is a Slovakian entity with no South African shareholders or interests within South Africa. Accordingly, Heneken does not have any ownership by Historically Disadvantaged Persons ("HDPs").
3. The Target Firm is a private company incorporated in South Africa. The Target Firm does not directly or indirectly control any other firm. The Target Firm is wholly controlled by GfE-MIR Holdings AG, an entity incorporated in Switzerland. The Target Firm does not have any shareholding by HDPs.

4. Heneken is a supplier of non-ferrous metals, scrap, and master alloys globally. The majority of its products (approximately 80%) are sold within Europe, with the remainder exported worldwide. Of relevance to the proposed transaction is Heneken's production and supply of silicon metal and ferro-titanium as these products are also supplied by the Target Firm. Heneken produces silicon metal globally and does not produce or supply silicon metal in South Africa. Ferro-titanium is the only product which has been sold by Heneken in South Africa. However, Heneken has not sold any ferro-titanium into the South African market since October 2021.
5. The Target Firm is involved in the importing, exporting, processing, sale and distribution of ores, minerals, alloys, and calcium aluminate. Of relevance to the proposed transaction, the Target Firm produces silicon metal and sells it through distributors locally and to the export market. The Target Firm does not itself produce ferro-titanium locally. The Target Firm imports ferro-titanium and sells it to steel producers who use it as an alloy in steel production.

#### **Competition assessment**

6. The Commission found that there is a horizontal overlap in the activities of the merging parties as both the merging parties supply silicon metal and ferro-titanium.
  7. The Commission noted that the Target Firm's ferro-titanium sales are made from local sales only. On the other hand, Heneken has not sold ferro-titanium into South Africa since October 2021 and is active as a supplier of ferro-titanium at a global level. The volumes of ferro-titanium imported by Heneken in 2021 account for **[Confidential]** of the total ferro-alloys imported into South Africa in 2021. It follows that irrespective of whether the market is global or national, it is unlikely that there will be a substantial structural change in the market brought about by the proposed transaction in respect of ferro-titanium. The Commission therefore did not assess this horizontal product overlap further.
  8. With respect to silicon metal, the Commission found that the merged entity will have a negligible market share of less than **[Confidential]**% in the global market for the production and supply of silicon metal.
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9. There is also a vertical relationship between the merging parties in that Heneken produces and sells ferro-titanium while the Target Firm is active as a supplier of ferro-titanium and imports ferro-titanium. The Commission found that this supply relationship is unlikely to negatively impact any customers and suppliers in South Africa. This is because the Target Firm imports ferro-titanium pre-merger and is not a customer of any local supplier. In addition, Heneken has not sold ferro-titanium to any customers in South Africa since October 2021. In any event, Heneken is a small supplier of ferro-titanium accounting for less than **[Confidential]**% of the global supply of ferro-titanium in 2022.
10. Based on the above, the Commission found that the proposed transaction is unlikely to result in a substantial lessening or prevention of competition.

### **Public Interest**

#### *Employment*

11. The merging parties provided an unequivocal undertaking that the proposed transaction will not result in any job losses.

#### *Effect on a particular industrial sector or region*

12. Heneken produces silicon metal globally but does not produce silicon metal in South Africa. The Target Firm produces silicon metal at its production plant located at 2 Atomic Street, Vulcania, Brakpan, Gauteng. The Commission was concerned that the proposed transaction may raise the risk of shifting silicon metal production from South Africa.
13. The merging parties agreed to a condition to the effect that the Target Firm's plant producing silicon metal will not be removed from South Africa and the Target Firm's silicon metal production will continue in South Africa. The production commitment condition has been attached hereto as **Annexure A**.
-

*The promotion of a greater spread of ownership*

14. Neither of the merger parties have any shareholding by HDPs. The merging parties agreed to establish a 5% ESOP in the Target Firm. The Qualifying Workers for the ESOP are defined as Workers employed by the Target Firm with a minimum employment tenure of 2 (two) years, and comprise **[Confidential]**.
15. The proposed transaction does not raise any other public interest concerns.
16. The Commission approves the proposed transaction with conditions attached as **Annexure A**.

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**ANNEXURE A****HENEKEN, S.R.O****AND****GFE-MIR ALLOYS AND MINERALS SOUTH AFRICA (PTY) LTD****CASE NUMBER: 2023JUN0042**

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**CONDITIONS**

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**1. DEFINITIONS**

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

- 1.1 **“Acquiring Firm”** means Heneken s.r.o;
  - 1.2 **“Act”** means the Competition Act No. 89 of 1998, as amended;
  - 1.3 **“Approval Date”** means the date on which the Merger is approved in terms of the Act;
  - 1.4 **“Commission”** means the Competition Commission of South Africa;
  - 1.5 **“Conditions”** means the merger conditions included in this Annexure A;
  - 1.6 **“Days”** means any day that is not a Saturday, Sunday, or public holiday in South Africa;
  - 1.7 **“ESOP”** means the Employee Share Ownership Programme to be established pursuant to these Conditions;
  - 1.8 **“ESOP Establishment Period”** means 12 months from the Implementation Date;
  - 1.9 **“Implementation Date”** means the date on which the merger is implemented by the Merging Parties;
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- 1.10 **“Merger”** means the proposed acquisition by Heneken, s.r.o, of 100% of the shareholding in GfE-MIR Alloys and Minerals South Africa (Pty) Ltd as notified to the Commission under Case No. 2023Jun0042;
- 1.11 **“Merged Entity”** means the combination of Heneken, s.r.o and GfE-MIR Alloys and Minerals South Africa (Pty) Ltd;
- 1.12 **“Merging Parties”** means Heneken, s.r.o and GfE-MIR Alloys and Minerals South Africa (Pty) Ltd;
- 1.13 **“South Africa”** means the Republic of South Africa;
- 1.14 **“Target Firm”** means GfE-MIR Alloys and Minerals South Africa (Pty) Ltd;
- 1.15 **“Target Firm’s Plant”** means the Target Firm’s silicon metal production plant located at 2 Atomic Street, Vulcania, Brakpan, Gauteng.
- 1.16 **“Tribunal”** means the Competition Tribunal of South Africa;
- 1.17 **“Tribunal Rules”** means the Rules for the Conduct of Proceedings in the Tribunal;
- 1.18 **“Qualifying Workers”** means Workers employed by the Target Firm with a minimum employment tenure of 2 (two) years; and
- 1.19 **“Worker”** means an employee as defined in the Labour Relations Act 66 of 1995 (as amended) and, in the context of ownership, refers to ownership by a broad base of Workers.

## **2. ESTABLISHMENT OF THE ESOP**

- 2.1. By the end of the ESOP Establishment Period, the Merged Entity shall establish an ESOP through an employee trust for the benefit of Qualifying Workers. The ESOP shall hold 5% of the issued shares in the Target Firm and shall be established in accordance with the design principles set out in Annexure B.

**3. MAINTAINING PRODUCTION IN SOUTH AFRICA**

3.1. The Target Firm's Plant producing silicon metal shall not be removed from South Africa.

3.2. The Target Firm's Plant shall continue to produce silicon metal in South Africa.

**4. MONITORING**

4.1. Within 10 (ten) Days of the Implementation Date, the Target Firm shall circulate a non-confidential version of the Conditions to its employees and their employee representative(s). As proof of compliance herewith, the Target Firm shall within 5 (five) Days of circulating the Conditions, submit to the Commission an affidavit by a senior official, attesting to such compliance.

4.2. Within 5 (five) days after the Implementation Date, the Merged Entity shall notify the Commission in writing of the Implementation Date.

4.3. The Merged Entity shall submit a compliance report (including a trust deed for the registration of the ESOP) within 15 (fifteen) Days after the establishment of the ESOP. The report shall be accompanied by an affidavit from a director of the Acquiring Firm confirming the accuracy of the information contained in the report,

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

**5. APPARENT BREACH**

5.1. Should the Commission receive any complaint in relation to non-compliance with the above Conditions, or otherwise determines that there has been an apparent breach by the Merging Parties of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Commission Rules.

**6. VARIATION**

6.1. The Merging Parties may at any time, on good cause shown, apply to the Commission for the Conditions to be lifted, revised, or amended. Should a dispute arise in relation to the variation of the Conditions, the Merging Parties shall apply to the Tribunal, on good cause shown, for the Conditions to be lifted, revised, or amended.

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## 7. GENERAL

7.1. All correspondence in relation to the Conditions must be submitted to the following e-mail address: [Mergerconditions@compcom.co.za](mailto:Mergerconditions@compcom.co.za) .

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

## ANNEXURE B

<b>Design Principle</b>	<b>Applicable Criteria</b>
<b>Structure</b>	<ul style="list-style-type: none"> <li>○ Will be a unitised structure whereby a trust will be established, and Qualifying Workers will receive units.</li> </ul>
<b>Cost to Workers</b>	<ul style="list-style-type: none"> <li>○ The ESOP will be funded through a loan from the Merged Entity. The notional vendor funding will provide for a fixed trickle dividend in terms of which at least 35% of declared dividends will be paid to the beneficiaries with the remaining 65% used to service the vendor financed loan until such time as it is extinguished. Once the loan has been extinguished, 100% of the declared dividends due to the ESOP (after liabilities have been paid) will be distributed to the beneficiaries. The liabilities refer to costs (administration costs, rental, fees of third party service providers such as auditors) and taxes.</li> <li>○ No cost to workers: Workers will not be required to pay to participate in the ESOP.</li> <li>○ The Merged Entity must make provision for independent legal and financial experts to act on behalf of workers in ESOP establishment negotiations. For the avoidance of doubt, the Merged Entity will pay the reasonable costs of these independent experts.</li> </ul>
<b>Governance</b>	<ul style="list-style-type: none"> <li>○ The board of trustees must be balanced and workers must be represented on the board, e.g., 1 trustee appointed by Merged Entity; 1 appointed by Qualifying Workers and 1 independent trustee.</li> <li>○ The independent trustee will be recommended and appointed by the Qualifying Workers, subject to the candidate being acceptable to the Merged Entity.</li> </ul>
<b>Duration</b>	<ul style="list-style-type: none"> <li>○ ESOP is evergreen.</li> </ul>
<b>Participants</b>	<ul style="list-style-type: none"> <li>○ All Workers with 2 years or more experience at the Target Firm.</li> <li>○ Maternity leave will have no adverse impact on qualifying criteria.</li> </ul>
<b>Participation Benefits</b>	<ul style="list-style-type: none"> <li>○ ESOP – Qualifying Workers will be entitled to dividends.</li> <li>○ Beneficiaries will cease to participate for bad leaver events: resignations and dismissals.</li> </ul>

	○ Death, retirement and retrenchment will not affect participation.
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**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****FIDELITY ADT MONITORING (PTY) LTD****AND****PART OF THE BUSINESS OF NATIONAL SECURITY AND FIRE (PTY) LTD****CASE NUMBER: 2023MAY0007**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

1. On 2 May 2023, the Competition Commission ("Commission") received notice of a small merger wherein Fidelity ADT Monitoring (Pty) Ltd ("Fidelity ADT") intends to acquire a part of the security business of National Security and Fire (Pty) Ltd ("the Target Business"). Upon implementation of the proposed transaction, Fidelity ADT will exercise sole control of the Target Business. The parties voluntarily notified this transaction.
2. The primary acquiring firm is Fidelity ADT, a private company incorporated in accordance with the laws of South Africa. Fidelity ADT is a wholly owned subsidiary of Fidelity Services Group (Pty) Limited ("Fidelity Services Group"). Fidelity Services Group is not controlled by any individual firm. Fidelity ADT does not control any other firm.
3. The merging parties submit that Fidelity ADT is a level 1 broad-based black economic empowerment contributor ("B-BBEE") as it is 51.04% held by historically disadvantaged persons ("HDPs"). In addition, Fidelity ADT has the Khula Nathi employee share ownership scheme ("Khula Nathi ESOP") which holds shareholding in Fidelity ADT.

4. Fidelity ADT is a security solutions provider in South Africa, offering a range of protection services and equipment. Relevant to the proposed transaction is Fidelity ADT's services relating to monitoring and response services.
5. The primary target firm is the Target Business. The Target Business comprises of (i) identified clients' contracts for providing monitoring and response services as well as their data, (ii) alarm radios/transmitters, (iii), radio signal relaying site agreements, (iv) radio signal equipment, (v) base stations and radio frequency spectrum licenses and (vi) alarm systems. The contracts being acquired consist of residential and small and medium enterprises ("SME") clients spread across all nine provinces in South Africa.
6. The Target Business is controlled by National Security and Fire (Pty) Ltd ("National").
7. The merging parties submit that National is a level 1 B-BBEE contributor with 70.56% of its shareholdings held by HDPs.
8. The Target Business is involved in the provision of monitoring and response services to residential and SME clients and does not include large commercial clients.
9. The Commission considered the activities of the merging parties and found that the proposed transaction raises a horizontal overlap as both the merging parties are active in the provision of monitoring and response services to residential customers and SMMEs. The Commission assessed the horizontal overlap between the activities of the merging parties at the provincial level and found that the merging parties' market shares in the relevant geographic markets will remain low, at less than 10%.
10. Considering the above, the Commission is of the view that the proposed transaction is unlikely to substantially prevent or lessen competition in any market.

**Public interest**

*Employment*

11. The merging parties submit that the proposed transaction does not pose an adverse impact on employment.
12. National decided to sell all its non-core assets, including the Target Business.

13. The Commission concludes that the proposed merger is unlikely to result in any negative employment concerns. On the contrary, the proposed merger will limit the potential employment concerns resulting from the financial performance of National.

*Effect on the promotion of a greater spread of ownership, in particular, to increase the levels of ownership by historically disadvantaged persons and workers in firms in the market*

14. Fidelity ADT has 51.04% shareholding by HDPs. The Target Business on the other hand has 70.56% shareholding held by HDPs. Thus, as a direct result of the merger, the shareholding held by HDPs in the Target Business will be diluted by 19.52 percentage points from 70.56% to 51.04%. However, the Commission notes that the Target Business will remain transformed with 51.04% shareholding held by HDPs.
15. In addition, the merging parties submit that any National employees who are absorbed by Fidelity ADT would be able to participate in the Fidelity ADT's Khula Nathi ESOP. The requirement for employees to qualify to be part of the Fidelity ADT's Khula Nathi ESOP is that they should serve 10 years as employees of Fidelity ADT. However, the parties have agreed to a condition that Fidelity ADT will consider the number of years worked by incoming National employees when considering years of services in terms of the Khula Nathi ESOP qualifying criteria. See condition attached hereto as "Annexure A".
16. The proposed transaction does not raise any other public interest concerns.

**Conclusion**

17. The Commission approves the proposed transaction with conditions. See **Annexure A**.

**ANNEXURE A**  
**FIDELITY ADT MONITORING PROPRIETARY LTD**  
**AND**  
**PART OF THE BUSINESS OF NATIONAL SECURITY AND FIRE PROPRIETARY LTD**  
**CASE NUMBER: 2023MAY0007**

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**CONDITIONS**

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**1 DEFINITIONS**

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

- 1.1 **"Acquiring Firm"** means Fidelity ADT Monitoring Proprietary Ltd;
  - 1.2 **"Board"** means the Fidelity Services Group's board of directors;
  - 1.3 **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;
  - 1.4 **"Competition Act"** means the Competition Act 89 of 1998 (as amended);
  - 1.5 **"Conditions"** means these conditions;
  - 1.6 **"Eligibility Criteria"** means the criteria, as set from time-to-time by the Board, for the Acquiring Firm's employees to become participants of the ESOP;
  - 1.7 **"ESOP"** means the Acquiring Firm's Khula Nathi employee share ownership participation structure;
  - 1.8 **"Implementation Date"** means 1 May 2023;
  - 1.9 **"Merger"** means the acquisition of control by the Acquiring Firm over the Target;
  - 1.10 **"Merging Parties"** means the Acquiring Firm and the Target collectively;
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- 1.11 **"National Employees"** means employees, and former employees, of National that have joined the employ of the Acquiring Firm between 1 March 2023 to 31 August 2023;
- 1.12 **"National"** means National Security and Fire Proprietary Ltd;
- 1.13 **"Target"** means Part of the Business of National Security and Fire Proprietary Ltd;
- 1.14 **"Tribunal"** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act; and
- 1.15 **"Years of Service"** means the number of completed years of service from joining date that the National Employees served at National prior to joining the Acquiring Firm's employ.

## 2 **CONDITION TO THE APPROVAL OF THE MERGER**

- 2.1 The Acquiring Firm undertakes to recognise the Years of Service of the National Employees when considering the Eligibility Criteria for National Employees to become a participant in the ESOP.
- 2.2 The Acquiring Firm undertakes to treat any National Employees in the same manner as it would treat employees of the Acquiring Firm with comparable years' service at the Acquiring Firm.

## 3 **MONITORING COMPLIANCE WITH THE CONDITIONS**

- 3.1 The Acquiring Firm will inform National Employees of the effect of this condition on their eligibility to participation in the ESOP.
- 3.2 By no later than 30 November 2023, the Acquiring Firm will provide the Commission with a report identifying National Employees that have benefited from this condition, together with their recognised Years of Service.

## 4 **APPARENT BREACH**

An apparent breach of these Conditions shall be dealt with in terms of Rule 39 of the Rules of the Conduct of Proceedings in the Commission.

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**VARIATION OF THE CONDITION**

- 5 The merging parties may at any time, on good cause shown, apply to the commission for the conditions to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the variation of the conditions, the Merging Parties shall apply to the Tribunal, on good cause shown, for the conditions to be waived, relaxed, modified and/or substituted.

**6 GENERAL**

All correspondence in relation to these conditions must be submitted to the following email address: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za).

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****SMARTGROWTH INVESTMENTS (PTY) LTD****AND****SCUDERIA SOUTH AFRICA (PTY) LTD****CASE NUMBER: 2023MAY0011**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

1. On 03 May 2023, the Competition Commission ("the Commission") received notice of an intermediate merger whereby Smartgrowth Investments (Pty) Ltd ("Smartgrowth") intends to acquire 100% of the issued share capital of Scuderia South Africa (Pty) Ltd ("Scuderia"). Upon implementation of the proposed transaction, Smartgrowth will exercise sole control over Scuderia.

**The parties and their activities**

2. The primary acquiring firm is Smartgrowth, a company incorporated in accordance with the laws of South Africa. The shares in Smartgrowth are held by the following shareholders: Globalcom Capital Partners Limited ("Globalcom Capital"); The Black Pointer Trust; and The Green Grass Trust. Smartgrowth controls a number of entities, which include but not limited to: Smartcall Insurance Administrators Proprietary Limited, Smartcall Proprietary limited, Smartcall Technology Solutions Proprietary Limited and HED Distribution Proprietary Limited. Smartgrowth and all the firms directly and indirectly controlled by it and all the firms directly and indirectly controlling it, will hereinafter collectively be referred to as the "Acquiring Group".

3. The Acquiring Group is an investment group focusing on the property sector although it also invests in telecommunication related services, such as distribution of starter packs, prepaid airtime and smartphone insurance.
4. The primary target firm is Scuderia, a company incorporated in accordance with the laws of South Africa. Scuderia is a car distribution business for Ferrari branded cars under licence from Ferrari S.p.A (Società per azioni). Scuderia is an importer and distributor of Ferrari vehicles. The business model of the Scuderia Group can be broken down as follows: (i) the Sales department which is tasked with the selling of new and pre-owned vehicles; (ii) the After-sales department; (iii) the Marketing department, which has the responsibility to build the Ferrari brand in South Africa; and (iv) the Administration department, which is responsible primarily for the finance, payroll and customs / clearing functions.

#### **Competition assessment**

5. The Commission assessed the business activities of the merging parties and found that the proposed transaction does not result in any horizontal overlap, as the Acquiring Group does not own dealerships or any other activities that could be considered as substitutable with those of the Target Group. Moreover, the Commission found that there is no vertical overlap between the activities of the merging parties.
6. Taken as a whole, the Commission is of the view that the proposed transaction is unlikely to substantially lessen or prevent competition in any market in South Africa.

#### **Public Interest**

##### *Effect of the merger on employment*

7. The merging parties submit that the implementation of the proposed transaction will not result in any retrenchments of employees and will therefore not have a negative effect on employment.
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*The promotion of a greater spread of ownership by HDPs and workers*

8. The merging parties submit that pre-merger the Acquiring Group and the Target Group do not have any shareholding by Historically Disadvantaged Persons (HDPs). The Commission thus requested that the parties indicate how the merger will promote a greater spread of ownership.
9. The merging parties initially submitted that they are prepared to commit to establishing a Trust for the benefit of HDP employees and the children of the employees of Scuderia, which Trust will be an educational Trust to fund education initiatives. Following further engagement, the merging parties and the Commission agreed to a condition that the merging parties will, within a specified period of [CONFIDENTIAL] months after the Implementation Date of the proposed transaction, either: (i) sell [CONFIDENTIAL]% the specified percentage of the shares in the Target to a HDP entity/person; or (ii) establish an ESOP for the employees of the Buyer and Target group in respect of the [CONFIDENTIAL]% specified percentage of the shares in the Target.
10. The merging parties submit that they are also prepared to commit to procure (in respect of suppliers other than Ferrari) from local small, micro, and medium-sized enterprises (SMMEs) and HDP suppliers. In this regard, the merging parties have agreed to target to procure at least [CONFIDENTIAL]% of all non-Ferrari procurement from local SMMEs and HDP suppliers.
11. In addition, the proposed transaction does not raise any other public interest concerns.

**Conclusion**

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

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**ANNEXURE A**

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**SMARTGROWTH INVESTMENTS (PTY) LTD  
AND  
SCUDERIA SOUTH AFRICA (PTY) LTD**

**CASE NUMBER: 2023MAY0011**

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**CONDITIONS**

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**DEFINITIONS**

- 1.1. The following expressions shall bear the meaning assigned to them below and cognate expressions bear a corresponding meaning –
- 1.1.1. **“Acquiring Firm”** means Smartgrowth Investments (Pty) Ltd;
  - 1.1.2. **“Approval Date”** means the date on which the Merger is approved by the Commission and as set out in the Commission’s clearance certificate (Notice CC 15);
  - 1.1.3. **“Beneficiaries”** means Eligible Employees who have been allocated units in the ESOP;
  - 1.1.4. **“Commission”** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Competition Act;
  - 1.1.5. **“Commission Rules”** means the Rules for the Conduct of Proceedings in the Commission;
  - 1.1.6. **“Competition Act”** means the Competition Act 89 of 1998, as amended;
  - 1.1.7. **“Conditions”** means these conditions, and "Condition" means, as the context requires, any one of them;
  - 1.1.8. **“Days”** means any calendar day other than a Saturday, a Sunday or an official public holiday in South Africa;
  - 1.1.9. **“Divestiture Period”** means a specified period of **[CONFIDENTIAL]** months from the Implementation Date;
  - 1.1.10. **“Eligible Employees”** means persons who are permanently in the employ of the Buyer and Target Group;
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- 1.1.11. **“Employees”** means any permanent employee (as contemplated under the Labour Relations Act, No. 66 of 1995) of the Merged Entity or of any subsidiary or associated entity of the Acquiring Firm in South Africa, but excluding top and senior management;
- 1.1.12. **“ESOP”** means an Employee Share Ownership Program which may be established for the purpose of owning up to 100% of the shareholding in HDP Co.;
- 1.1.13. **“HDPs”** means a Historically Disadvantaged Person/s as contemplated in section 3(2) of the Competition Act;
- 1.1.14. **“HDP Co.”** means the special purpose vehicle incorporated for the purpose of acquiring **[CONFIDENTIAL]**% the specified percentage of shares in the Target Firm;
- 1.1.15. **“HDP Transaction”** means the Acquiring Group’s commitment to transfer a specified percentage shareholding **[CONFIDENTIAL]**% in the Target Firm to one or more HDP shareholders;
- 1.1.16. **“Implementation Date”** means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
- 1.1.17. **“Merged Entity”** means Scuderia subject to the control of Smartgrowth following the Implementation Date;
- 1.1.18. **“Merging Parties”** means Smartgrowth and Scuderia;
- 1.1.19. **“Merger”** means the acquisition of 100% of the issued share capital in Scuderia by Smartgrowth;
- 1.1.20. **“NVF”** means notional vendor financing or any other vendor financed funding arrangement;
- 1.1.21. **“SMMEs”** means small, micro, and medium-sized enterprises;
- 1.1.22. **“Scuderia”** means Scuderia South Africa (Pty) Ltd;
- 1.1.23. **“Smartgrowth”** means Smartgrowth Investments (Pty) Ltd;
- 1.1.24. **“South Africa”** means the Republic of South Africa; and
- 1.1.25. **“Target Firm”** means Scuderia South Africa (Pty) Ltd.
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## 2. HDP TRANSACTION AND/OR ESOP

- 2.1. Within the Divestiture Period, the Merged Entity shall:
    - 2.1.1. incorporate the HDP Co.;
    - 2.1.2. transfer or issue (as the case may be) **[CONFIDENTIAL]**% specified percentage of the issued shares in the Target Firm to the HDP Co.; and
    - 2.1.3. transfer or issue (as the case may be) 100% of the issued shares in HDP Co to HDP shareholders or the ESOP.
  - 2.2. For the avoidance of doubt, the Acquiring Firm shall have the discretion to elect whether it will transfer ownership of HDP Co. to HDP shareholders or an ESOP.
  - 2.3. To the extent that the Acquiring Firm elects to implement an HDP Transaction, prior to the implementation of the HDP Transaction, the Acquiring Firm will provide the Commission with details of the HDP Transaction in writing. These details shall include, but not be limited to, the structure of the HDP Transaction, identities of prospective HDPs, evidence that the prospective participants to the HDP Transaction are HDPs, the proportion of shareholding in the Acquiring Firm that each prospective HDP shareholder will receive and confirmation of whether the HDP Transaction constitutes a merger for the purposes of the Competition Act.
  - 2.4. Within (sixty) 60 Days of receipt of the details of the HDP Transaction, the Commission shall provide its written approval, or any comments or queries to the HDP Transaction, in writing.
  - 2.5. For the avoidance of doubt, the HDP Transaction may not be implemented without the Commission's written approval.
  - 2.6. For the avoidance of further doubt, to the extent that the HDP Transaction approved by the Commission in writing also constitutes a merger as defined in the Act (and the thresholds for mandatory notification are met), the HDP
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Transaction can then only be implemented once same has been notified to the Commission as a merger and approved with or without conditions.

- 2.7. To the extent that the Acquiring Firm elects to implement an ESOP, the ESOP will be implemented in accordance with the design principles attached in **Annexure B**.
- 2.8. The valuation of the specified percentage **[CONFIDENTIAL]**% shareholding in the Target Firm to be acquired by HDP Co., only if significantly different from the current transaction price/valuation, shall be performed by an independent and suitably qualified valuer, which will be appointed by the HDP Shareholders or the ESOP, after the Commission has approved that the proposed valuer is independent and suitably qualified. The Merged Entity shall bear the costs of the valuation.

### **3. Enterprise And Supplier Development**

- 3.1. Upon implementation of the Merger, the Merged Entity shall, for a period of no less than 3 years, other than any procurement from Ferrari, target to procure at least **[CONFIDENTIAL]**% of all non-Ferrari procurement from local SMMEs and HDP suppliers.

### **4. MONITORING OF COMPLIANCE**

- 4.1. The Merged Entity shall inform the Commission in writing of the Implementation Date within 5 (five) Days of it becoming effective.
- 4.2. Once every 6 (six) months during the Divestiture Period, the Merged Entity shall provide the Commission with a written report, accompanied by an affidavit attested to by a senior official of the Merged Entity confirming the accuracy of the report, outlining: (i) the progress made towards the realisation of Clause 2.
- 4.3. The Merged Entity shall, within 30 (thirty) Days of each anniversary of the Implementation Date and for a period of 3 years (three years), provide to the Commission a report detailing its compliance with clause 3 (three) of the

Conditions. This report shall be accompanied by an affidavit attested to by a senior official of the Merged Entity, confirming the accuracy of the report.

- 4.4. The Commission may request additional information from the Merging Parties, which the Commission may reasonably deem necessary for the purposes of monitoring the extent of compliance with the Condition.
- 4.5. Any person, including any Employee (and any Employees of the Merging Parties), who believes that the Merging Parties have not complied with or have acted in breach of the Conditions may approach the Commission.

## **5. APPARENT BREACH**

- 5.1. In the event that the Commission discovers that there has been an apparent breach of the Conditions, this shall be dealt with in terms of Rule 39 of the Rules for the Conduct of Proceedings in the Competition Commission.

## **6. VARIATION**

- 6.1. The Merged Entity may at any time, and on good cause shown, apply to the Commission for the Conditions to be waived, relaxed, modified and/or substituted. Should a dispute arise in relation to the Merged Entity's application to the Commission, the Merged Entity may apply to the Tribunal, on good cause shown, for appropriate relief.

## **7. GENERAL**

- 7.1. All correspondence in relation to the Condition must be submitted to the following e-mail addresses: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za).

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298

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**ANNEXURE B**

<b>Design Principle</b>	<b>Applicable Criteria</b>
<b>Structure</b>	<ul style="list-style-type: none"> <li>○ The ESOP is a unitised structure, embodied in a Trust, in which Eligible Employees receive units. The ESOP will own 100% of the shares in HDP Co.</li> </ul>
<b>Eligible Employees</b>	<ul style="list-style-type: none"> <li>○ All persons who are in the permanent employ of the Buyer and Target group.</li> </ul>
<b>Cost</b>	<ul style="list-style-type: none"> <li>○ The Merged Entity shall bear the entirety of the costs of the establishment, together with any related costs, associated with: (i) establishing the HDP Co.; (ii) transferring or issuing (as the case may be) <b>[CONFIDENTIAL]</b>% of the issued shares in the Target Firm to the HDP Co.; and (iv). transferring or issuing (as the case may be) 100% of the issued shares in HDP Co. to the ESOP.</li> <li>○ The acquisition of the shares in the HDP Co. will be at zero upfront cost to the ESOP and will be funded by a notional vendor funding (NVF) or other vendor financed funding arrangement.</li> </ul>
<b>Trustees and Management of the HDP Co.</b>	<ul style="list-style-type: none"> <li>○ The ESOP will have 3 (three) Trustees, with two being appointed by the Beneficiaries and with 1 (one) being appointed by the Merged Entity. The Trustees will serve as directors of the HDP Co.</li> </ul>
<b>Participation Benefits</b>	<ul style="list-style-type: none"> <li>○ Eligible Employees and Beneficiaries on an annual basis are allocated units in the ESOP. Upon allocation Eligible Employees are entered into the register of Beneficiaries and become Beneficiaries of the ESOP.</li> <li>○ Beneficiaries are entitled to proportionately share in all distributions declared by the Trust based on the number of units held by them in the ESOP.</li> <li>○ When dividends are paid by HDP Co, the ESOP distributes a trickle dividend of 35% less costs and taxes to Beneficiaries with the balance used to repay the NVF, until such time as the NVF has been repaid, whereafter the ESOP will distribute to Beneficiaries 100% of dividends paid to it by HDP Co. (net of costs and taxes).</li> <li>○ Beneficiaries cease to participate in the ESOP and forfeit their units if they are no longer in the permanent employ of the Target Firm.</li> </ul>
<b>Duration</b>	<ul style="list-style-type: none"> <li>○ Evergreen.</li> </ul>

**COMPETITION COMMISSION****NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****CIDER HOUSE INVESTMENTS (PTY) LTD****AND****THE LICENSE FOR THE SALE AND DISTRIBUTION OF THE STRONGBOW BRAND****CASE NUMBER: 2023MAY0020**

The Competition Commission hereby gives notice, in terms of Rule 38 (3)(c) of the 'Rules for the Conduct of Proceedings in the Competition Commission', that it has approved the transaction involving the abovementioned firms subject to conditions set out below:

1. On 09 May 2023, the Competition Commission (Commission) received notice of an intermediate merger where Cider House Investments (Pty) Ltd (CHI) intends to acquire the license for the sale and distribution of the Strongbow business (the Target Business). Post-merger, CHI will control the Target Business.
2. This transaction stems from the Competition Tribunal's (Tribunal) conditions in the large merger between ***Sunside Acquisitions (Pty) Ltd and Namibian Breweries Investments Holdings Ltd and Distell Group Holdings Ltd (Heineken Transaction)***. The ***Heineken Transaction*** was approved subject to several conditions, including the divestiture of the Strongbow business (the Tribunal Conditions).

**Parties to the transaction and their activities**

3. The primary acquiring firm is CHI which is jointly controlled by Signal Hill Products Holdings (Pty) Ltd (SHPH) and Livor Investments (Pty) Ltd (Livor). CHI and all the firms controlling it and all firms controlled by these firms will be referred to as "the Acquiring Group".
4. The Acquiring Group is active in the production, packaging, distribution and marketing of beer and Flavoured Alcoholic Beverages (FABs) including ciders in South Africa. The FABs brands of the Acquiring Group are known as KIX and Alpha.



5. CHI is 62.7% owned by historically disadvantaged persons (HDPs) or workers as contemplated in the Competition Act No. 89 of 1998 (as amended) (the Act).
6. The Target Business is the license for the sale and distribution of the Strongbow brand. The Target Business is ultimately controlled by Heineken N.V. (Heineken). The Target Business will take the form of a perpetual royalty-free license giving CHI the exclusive right to manufacture, market and distribute alcoholic beverages under the Strongbow brand.
7. The Target Business does not have any ownership by HDPs or workers.

#### **Competition assessment**

8. In the **Heineken Transaction**, the Tribunal Conditions stipulate that for a set period of time, Heineken will provide transitional services to facilitate the ability of the Strongbow licensee to sustainably take over the operation of the Strongbow business. The Tribunal Conditions include obligations to mitigate information exchange concerns for the duration of the transitional services. The Commission found that it is appropriate to impose similar obligations requiring CHI to put measures in place to mitigate information exchange with Heineken. The Commission and the merging parties have agreed to the conditions as set out in **Annexure A**.
9. The Commission found that the merger is unlikely to result in any substantial lessening or prevention of competition in any relevant market/s.

#### **Public interest**

10. The Commission found that the merger positively impacts employment, a particular industrial sector (through capital investments and skills development), participation by SMMEs and HDP firms (through local procurement) and ownership by HDPs and workers in the Acquiring Group.
11. The Department of Trade Industry and Competition, which participated in this matter, was satisfied with the commitments. The merging parties and the Commission have agreed to the abovementioned commitments, and these are included in the conditions attached as **Annexure A** hereto.

12. Considering the above, the Commission approves the proposed transaction subject to the conditions attached as **Annexure A** hereto.

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**ANNEXURE A**  
**CIDER HOUSE INVESTMENTS (PTY) LTD**  
**AND**  
**THE LICENSE FOR THE SALE AND DISTRIBUTION OF THE STRONGBOW BRAND**  
**CASE NUMBER:2023MAY0020**

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**1. DEFINITIONS**

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

- 1.1 **“Acquiring Group”** means CHI, Livor, SHPH and SHP;
- 1.2 **“Act”** means the Competition Act No. 89 of 1998, as amended;
- 1.3 **“Approval Date”** means the date on which the Proposed Transaction is approved in terms of the Act;
- 1.4 **“CHI”** means Cider House Investments (Pty) Ltd, a joint venture between Livor and SHP;
- 1.5 **“Commission”** means the Competition Commission of South Africa;
- 1.6 **“Commission Rules”** means rules for the conduct of proceedings in the Competition Commission;
- 1.7 **“Competitively Sensitive Information”** includes, but is not limited to, information relating to:
- 1.7.1 pricing – including but not limited to pricing of specific products, prices/discounts offered to specific clients and planned price reductions or increases;
- 1.7.2 margin information by product or client;
- 1.7.3 cost information for particular products;
- 1.7.4 information on specific clients and client strategy, including information with respect to the sales volumes of clients; and

- 1.7.5 budgets, business plans and marketing strategies;
- 1.8 “**Conditions**” means the merger conditions included in this Annexure A;
- 1.9 “**Days**” means any day that is not a Saturday, Sunday, or public holiday in South Africa;
- 1.10 “**ESOP**” means Employee Share Ownership Programme;
- 1.11 “**FABs**” means Flavoured Alcoholic Beverages;
- 1.12 “**HDPs**” means historically disadvantaged persons as contemplated in section 3(2) of the Act;
- 1.13 “**Heineken**” means Heineken group of companies (comprising Heineken N.V. and all its subsidiaries), the licensor of the Strongbow License;
- 1.14 “**Implementation Date**” means the date on which the merger is implemented by the Acquiring Group and the Target Business;
- 1.15 “**Livor**” means Livor Investments (Pty) Ltd;
- 1.16 “**LRA**” means the Labour Relations Act, No. 66 of 1995, as amended;
- 1.17 “**Merger**” means the proposed acquisition by the Acquiring Group of the Target Business as notified to the Commission under Case No. 2023May0020;
- 1.18 “**Merged Entity**” means the combination of the Acquiring Group and the Target Business pursuant to the Merger;
- 1.19 “**Merging Parties**” means the Acquiring Group and the Target Business;
- 1.20 “**SHP**” means Signal Hill Products (Pty) Ltd, a subsidiary of SHPH;
- 1.21 “**SHPH**” means Signal Hill Products Holdings (Pty) Ltd;
- 1.22 “**SMME**” means small business or a medium-sized business, as defined in the Competition Act;
- 1.23 “**South Africa**” means the Republic of South Africa;

- 1.24 “**Strongbow License**” means the perpetual and royalty free license contemplated in the Sunside / NBL Conditions;
- 1.25 “**Strongbow Licensee**” means CHI or its successors in title as the direct holder of the Strongbow License;
- 1.26 “**Sunside / NBL Conditions**” means the conditions pursuant to the Tribunal’s decision in LM136Dec21, issued on 8 March 2023;
- 1.27 “**Target Business**” means the Strongbow License;
- 1.28 “**Transitional Services**” means the transitional services as defined in the Sunside / NBL Conditions, that may be provided to the Licensee in respect of the Strongbow Business (to the extent required) which, include but not limited to:
- 1.28.1 cider production and packaging services;
- 1.28.2 warehousing and logistics (primary and secondary logistics) services;
- 1.28.3 sales and marketing support services, including access to fridges within the distribution network; and
- 1.28.4 other transitional services (including services such as returnable bottle tracking, cash collection, IT and knowledge transfer);
- 1.29 “**Tribunal**” means the Competition Tribunal of South Africa;
- 1.30 “**Worker**” means an employee as defined in the Labour Relations Act 66 of 1995 (as amended) and, in the context of ownership, refers to ownership by a broad base of Workers.

## 2. STRONGBOW LICENSEE

- 2.1 The Strongbow Licensee is required to always maintain at least 50% + 1 direct ownership by an HDP/s for the duration of the Strongbow License (i.e., in perpetuity).
- 2.2 For the avoidance of doubt, the Merging Parties may not engage in any transaction that results in the Strongbow Licensee having less than 50% plus 1 direct HDP ownership.

### 3. EMPLOYMENT

- 3.1 The Acquiring Group commits that it shall employ at least 219 new additional permanent employees at the Merged Entity, within 2 years from the Implementation Date.
- 3.2 No fewer than 175 of the 219 new permanent employees at the Merged Entity will be HDPs.

### 4. ESTABLISHMENT OF AN ESOP

- 4.1 The Acquiring Group shall establish an evergreen/perpetual ESOP that will hold a fully voting shareholding of at least 5% in CHI, for the benefit of all Workers in the Merged Entity (the majority of whom shall be HDPs), within 3 years of Implementation Date. The ESOP will be created in accordance with the design principles set out in **Annexure B** hereto.

### 5. CAPITAL EXPENDITURE

- 5.1 The Acquiring Group commits to new capital expenditure of at least R1 450 000 000 (one billion, four hundred and fifty million) over a 5 (five) year period, in relation to the Target Business. This expenditure shall be as follows:
- 5.1.1 an aggregate amount of at least R600 000 000 (six hundred million) within 2 years post the Implementation Date, to establish a new and fully operational brewery facility in Gauteng with a production capacity of 1 500 000 Hectolitres (expandable to 3 000 000 Hectolitres) that will be used for the production of the Strongbow brand.
- 5.1.2 an aggregate amount of at least R150 000 000 (one hundred and fifty million) within 2 years post the Implementation Date to expand the Acquiring Group's existing brewery facility in Cape Town to its full production capacity of 450 000 Hectolitres.
- 5.1.3 an amount of R50 000 000 (fifty million Rands) each year, for 5 (five) years post the Implementation Date (i.e., aggregate of R200 000 000 (two hundred million)) in fridges and draught machines.
- 5.1.4 an amount of R50 million (fifty million Rands) in 2023 and R100 million (one hundred million) each year thereafter up to and including 2027 (i.e., aggregate of

R450 million (four hundred and fifty million)), to expand the productive capacity of returnable glass and crate replenishment.

## **6. LOCAL PROCUREMENT, SMME AND HDP SUPPORT**

- 6.1 The Acquiring Group shall procure Apple Juice Concentrate from SMME and/or HDP suppliers to the aggregate value of R1 500 000 000 over a period of 5 (five) years (subject to a minimum of R200 million per year) from the Implementation Date. This commitment is subject to Apple Juice Concentrate being available from SMME and/or HDP suppliers at the appropriate quality standards and on reasonably competitive commercial terms.
- 6.2 For the avoidance of doubt, the Acquiring Group shall ensure that any Apple Juice Concentrate procured on its behalf pursuant to any transitional services arrangements contemplated in the Sunside / NBL Conditions, adheres to the requirements in clause 6.1 above.

## **7. COMPETITIVELY SENSITIVE INFORMATION**

- 7.1 The Acquiring Group will implement a Competition Act Compliance Programme within 60 (sixty) Days from the Implementation Date for all its employees involved in procuring any transitional services from Heineken, as contemplated by the Sunside / NBL Conditions. This is to ensure that any such Acquiring Group employees are aware of and understand the provisions of the Act that are relevant to the exchange of Competitively Sensitive Information between competitors, including section 4 of the Act in particular.

## **8. SKILLS TRANSFER**

- 8.1. For as long as Livor is a shareholder in CHI and SHPH, Mr Litha Yaya (an HDP) and another HDP director, will be appointed to all SHPH Group operating boards which enjoy oversight over SHPH's South African operations within 3 (three) months post the Implementation Date.

## **9. MONITORING**

- 9.1. Within 10 (ten) Days of the Implementation Date, the Acquiring Group shall circulate a non-confidential version of the Conditions to its employees, their employee representatives and trade unions. As proof of compliance herewith, the Target Business shall within 5 (five) Days of circulating the Conditions, submit to the Commission an affidavit by a senior official, attesting to such compliance.

- 9.2. Within 5 (five) days after the Implementation Date, the Merged Entity shall notify the Commission in writing of the Implementation Date.
- 9.3. The Acquiring Group shall submit a compliance report (including a trust deed for the registration of the ESOP) within 5 (five) Days after the establishment of the ESOP. The report shall be accompanied by an affidavit from a director of the Acquiring Group confirming the ESOP's adherence to the principles set out in Annexure B, hereto.
- 9.4. Within 30 (thirty) Days of each anniversary of the Implementation Date, the Acquiring Group shall submit a compliance report detailing the Acquiring Group's compliance with the Conditions. The report shall be accompanied by an affidavit from a director of the Acquiring Group confirming compliance confirming the accuracy of the information contained in the report and attesting to compliance with the Conditions.
- 9.5. The Commission may request any additional information from the Merging Parties, which the Commission may, from time to time, deem necessary for purposes of monitoring the extent of compliance with these Conditions.

#### **10. APPARENT BREACH**

- 10.1. Should the Commission receive any complaint in relation to non-compliance with the above Conditions, or otherwise determines that there has been an apparent breach by the Merging Parties of these Conditions, the breach shall be dealt with in terms of Rule 39 of the Commission Rules.

#### **11. VARIATION**

- 11.1. The Merging Parties may at any time, on good cause shown, apply to the Commission for the Conditions to be lifted, revised, or amended. Should a dispute arise in relation to the variation of the Conditions, the Merging Parties shall apply to the Tribunal, on good cause shown, for the Conditions to be lifted, revised, or amended.

#### **12. GENERAL**

- 12.1. All correspondence in relation to the Conditions must be submitted to the following e-mail addresses: [mergerconditions@compcom.co.za](mailto:mergerconditions@compcom.co.za) and [ministry@thedtic.gov.za](mailto:ministry@thedtic.gov.za).

Enquiries in this regard may be addressed to the Manager: Mergers and Acquisitions Division at Private Bag X23, Lynnwood Ridge, 0040. Telephone: (012) 394 3298



**ANNEXURE B**

<b>Design Principle</b>	<b>Applicable Criteria</b>
<b>Structure</b>	<ul style="list-style-type: none"> <li>○ ESOP - unitised structure whereby a trust will be established, and all Workers in the Merged Entity will receive units</li> </ul>
<b>Cost to Workers and participating HDPs</b>	<ul style="list-style-type: none"> <li>○ ESOP – there will be no upfront contribution required from Workers to participate in the ESOP. All Workers will be treated equally in terms of voting and economic participation with no differentiation across employee grades.</li> <li>○ The ESOP will be funded through a notional vendor funding (NVF) mechanism, with the funding rate being no more than what CHI is able to obtain from third party lenders for the NVF to establish the ESOP.</li> <li>○ A trickle dividend of no less than 35% of the actual dividend declared shall be paid to the ESOP with the remainder used to repay the NVF.</li> <li>○ The costs of establishing and administering the ESOP and implementing the acquisition of the CHI shareholding shall not be borne by the ESOP but shall be borne by CHI or the Acquiring Group. The costs of expert advisors and representatives of Workers in relation to establishing and administering the ESOP will be borne by CHI or the Acquiring Group.</li> </ul>
<b>Governance</b>	<ul style="list-style-type: none"> <li>○ ESOP – The ESOP will be entitled to appoint 1 person to the board of directors of CHI.</li> <li>○ The trustees of the ESOP shall be selected by the Workers of CHI, except for one trustee who shall be appointed by the board of directors of CHI.</li> </ul>
<b>Duration</b>	<ul style="list-style-type: none"> <li>○ ESOP- evergreen/perpetual</li> </ul>
<b>Participants</b>	<ul style="list-style-type: none"> <li>○ ESOP – All Workers of the Merged Entity</li> </ul>
<b>Participation Benefits</b>	<ul style="list-style-type: none"> <li>○ ESOP – All Workers will be entitled to dividends</li> </ul>

## GENERAL NOTICES • ALGEMENE KENNISGEWINGS

## DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

## NOTICE 2418 OF 2024



Block A | 4th Floor | Meintjiesplein Building | 536 Francis Baard Street | Arcadia | 0002  
 Private Bag X935 | Pretoria | 0001  
 Tel: 012 341 1115 | Fax: 012 341 1811/1911  
<http://www.namc.co.za>

## NEWS STATEMENT BY THE NATIONAL AGRICULTURAL MARKETING COUNCIL

## APPLICATION FOR STATUTORY MEASURES:

## LEVIES ON WHEAT, BARLEY AND OATS IN TERMS OF THE MARKETING OF AGRICULTURAL PRODUCTS ACT, 1996, (ACT NO 47 OF 1996), AS AMENDED

## INVITATION TO DIRECTLY AFFECTED GROUPS IN THE WINTER CEREAL INDUSTRY TO FORWARD COMMENTS REGARDING THE REQUEST FROM THE WHEAT FORUM

On 28 March 2024 and 9 April 2024, the National Agricultural Marketing Council (NAMC) received a request from the Wheat Forum, that the Minister of Agriculture, Land Reform and Rural Development, in terms of section 15 of the Marketing of Agricultural Products Act (MAP Act), approve the following statutory levies (VAT excluded) for the different winter cereal commodities produced and imported, to be collected and administered by the South African Winter Cereal Industry Trust (SAWCIT), for a period of four years:

Commodity	Period	Amount (VAT excluded)
Wheat	1/10/2024 to 30/09/2025	R 12.00 per metric ton
	1/10/2025 to 30/09/2026	R 12.70 per metric ton
	1/10/2026 to 30/09/2027	R 13.40 per metric ton
	1/10/2027 to 30/09/2028	R 14.30 per metric ton
Barley	1/10/2024 to 30/09/2025	R 12.00 per metric ton
	1/10/2025 to 30/09/2026	R 12.70 per metric ton
	1/10/2026 to 30/09/2027	R 13.40 per metric ton
	1/10/2027 to 30/09/2028	R 14.30 per metric ton
Oats	1/10/2024 to 30/09/2025	R 10.00 per metric ton
	1/10/2025 to 30/09/2026	R 10.60 per metric ton
	1/10/2026 to 30/09/2027	R 11.20 per metric ton
	1/10/2027 to 30/09/2028	R 11.90 per metric ton

The purpose and aims of this statutory measure are to provide financial support to winter cereal information, research and transformation functions, which the winter cereal industry identified as essential and are in the interest of the industry.

**Council Members:** Mr. A. Petersen (Chairperson), Ms. T. Ntshangase (Deputy Chairperson), Prof. A. Jooste, Mr. S.J. Mhlaba, Ms. F. Mkile, Ms. N. Mokose, Ms. S. Naidoo, Mr. G. Schutte and Dr. S.T. Xaba.

This request was unanimously supported by the Wheat Forum members on the recommendation of the Wheat Forum Steering Committee, on behalf of the directly affected groups in the winter cereal industry.

Statutory levies have been imposed previously, on wheat, barley and oats (that expired in September 2020) to provide financial support for research projects, quality testing, the supply of generic market information to all role-players and to assist with the development of emerging farmers of winter cereals in South Africa. These levies were administered by the Winter Cereal Trust.

Since the inception of the South African Winter Cereal Industry Trust (SAWCIT) in 2020, the Trust's main source of income was based on voluntary levies collected on wheat, barley and oats. The SAWCIT's Board of Trustees is currently constituted as follows:

CONSTITUENCY (CURRENTLY)	NUMBER OF REPRESENTATIVES
WINTER CEREAL PRODUCERS	2
WINTER CEREAL PROCESSORS	2
WINTER CEREAL STORAGE	1
CONSUMERS	1

If the proposed statutory levies are approved and promulgated, the Trust Deed will be amended to make provision for additional trustees, to be constituted as follows:

CONSTITUENCY (PROPOSED BOARD OF TRUSTEES)	NUMBER OF REPRESENTATIVES
WINTER CEREAL PRODUCERS	3
WINTER CEREAL PROCESSORS	2
WINTER CEREAL STORAGE	1
CONSUMERS	1
TRADERS	1
MINISTERIAL APPOINTED TRUSTEES	2

#### **Business Plan:**

The budgeted income by means of the proposed statutory levies is based on an expected success rate of a conservative 85% in the collection of levies. It is budgeted that an average annual total income of R42.2 million, of which R37.9 million would be from the wheat levy, could be collected in the next four years, depending on the crop size.

The guidelines of the NAMC regarding the utilisation of statutory levy funds, which currently stipulate that at least 20% of levies collected should be used for transformation projects, were taken into account.

The envisaged budget for the first year (2024/25) is as follows:

- 9.5% of the total budgeted levy income is allocated to the Administration and Contingency Fund. According to the NAMC Regulations, the proposed allowable allocation for administration expenses should not exceed 10%.

- 2.5% of the total budgeted levy income is allocated to commission that might be payable to those persons who have collected and paid the levy to SAWCIT and have conformed to the provisions of the proposed statutory measure.
- 28% of the total budgeted levy income is allocated to the funding of information.
- 20% of the total budgeted levy income is allocated to the funding of transformation. To date, the transformation has not necessarily been part of SAWCIT's voluntary levy, and there is not currently a formal business plan in place. However, with the statutory application, the trust will meet the NAMC's prescribed requirements.
- 40% of the total budgeted levy income is allocated to the funding of research. Funds will be allocated to various research fields based on a model accepted by the winter cereal industry.

	<b>R</b>
Administration and Contingency Fund	4 006 223
Commission payable to levy collectors	1 054 269
Information	11 807 815
Transformation	8 434 153
Research	16 868 307
<b>Total</b>	<b>42 170 767</b>

#### **Directly affected groups:**

The categories of directly affected groups, which would probably be affected by the new proposed statutory levies, are those groups of persons who are party to the production, importing, purchasing and processing of winter cereals, as well as to the consumption of winter cereal products in the Republic of South Africa.

The support for the proposed statutory measure on winter cereals by the different categories of directly affected groups in the winter cereal industry, as represented on the Wheat Forum, is evidenced by the unanimous resolution adopted in this regard by the Forum.

The proposed statutory levies will apply to the whole of the Republic of South Africa in order to have a uniform system of levies, without the discrimination that would exist on requiring levies in certain areas and not in others.

#### **Invitation to comment:**

As the proposed statutory levies are consistent with the objectives of the Marketing of Agricultural Products Act, the NAMC is investigating the level of support for this specific statutory levy application.

**Directly affected groups in the winter cereal industry are kindly requested to submit any comments or objections regarding the proposed statutory levies, to the NAMC per e-mail to [lizettem@namc.co.za](mailto:lizettem@namc.co.za) on or before 3 May 2024, to enable the Council to formulate its recommendation to the Minister in this regard.**

## DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

## NOTICE 2419 OF 2024



National Agricultural  
Marketing Council  
Promoting market access for South African agriculture

Block A | 4th Floor | Meintjiesplein Building | 536 Francis Baard Street | Arcadia | 0002  
Private Bag X935 | Pretoria | 0001  
Tel: 012 341 1115 | Fax: 012 341 1811/1911  
<http://www.namc.co.za>

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**TABLE GRAPE INDUSTRY  
APPLICATION FOR THE CONTINUATION OF STATUTORY MEASURES**

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**NAMC REQUESTING COMMENTS / INPUTS FROM INDUSTRY ROLE PLAYERS**

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On 5 April 2024, the National Agricultural Marketing Council (NAMC) received a request from the South African Table Grape Industry (SATI) for the continuation of statutory measures (levies, records & returns and registration) on table grapes produced, inspected and passed for export, in terms of the Marketing of Agricultural Products Act (MAP Act), 1996. The current statutory measures will expire on 23 October 2024.

Currently, the following statutory measures are applicable, and it is proposed that the statutory measures be continued for a new four-year period. The measures are as follows:

- Payment of levies (in terms of section 15 of the MAP Act);
- Keeping of records & returns (section 18); and
- Registration of directly affected groups (DAGs) (section 19).

The purpose and objective of the statutory measures relating to **records & returns and registration** are to compel DAGs in the table grapes industry to register with SATI. By combining compulsory registration with the keeping of information and the rendering of returns on an individual basis, information for the whole of the industry can be processed and disseminated and will also form the basis for the collection of levies. This is necessary to ensure that continuous, timeous and accurate information is available to all role players.

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**Council Members:** Mr. A. Petersen (Chairperson), Ms. T. Ntshangase (Deputy Chairperson), Prof. A. Jooste, Mr. S.J. Mhlaba, Ms. F. Mkile, Ms. N. Mokose, Ms. S. Naidoo, Mr. G. Schutte and Dr. S.T. Xaba.

The **payment of the levy**, will be used to finance the following:

- Financial and administration management (6.9%).
- Communication and stakeholder relations (3.5%);
- Commercial industry affairs (9.2%);
- Market access and technical (16.3%);
- Market development (5.5%);
- Producer management (9%);
- Research and development (22%);
- Human capacity and skills development (7.4%); and
- Transformation (20%).

The current and proposed levy amounts, which will increase with approximately 3,6 cents per carton (c/carton) per year, over the next four years, (excluding VAT) are as follows:

Table grapes	Current levy	Proposed new levy amount (4.1% average annual increase)			
	2023/24	2024/25	2025/26	2026/27	2027/28
Cents per 4.5 kg carton	63.5 c/carton (14.10 c/kg)	63.5 c/carton (14,10 c/kg)	66.4 c/carton (14,70 /kg)	69.7 c/carton (15.50 c/kg)	73.2 c/carton (16.30 c/kg)

Proposed budget for the new four (4) year period:

	2024/25	2025/26	2026/27	2027/28	Total levy income	
Inspected & Passed for Export Cartons	74 064 411	76 286 343	70 564 868	77 621 354	74 634 244	
Levy per Carton cents per 4.5 Kg carton	0,635	0,664	0,697	0,732		
<b>Statutory Levy income</b>	<b>R 48 134 825</b>	<b>R 51 758 752</b>	<b>R 50 246 526</b>	<b>R 57 921 317</b>	<b>R 208 061 420</b>	
<b>Expenditure:</b>	<b>2024/25</b>	<b>2025/26</b>	<b>2026/27</b>	<b>2027/28</b>	<b>Total levy expenditure</b>	<b>%</b>
Financial and administration management	R3 239 676	R3 425 958	R3 622 950	R3 831 270	R14 119 854	7%
Communication and stakeholder relations	R1 657 891	R1 753 220	R1 854 030	R1 960 637	R7 225 779	4%
Commercial industry affairs	R4 301 379	R4 548 708	R4 810 259	R5 086 849	R18 747 194	9%
Market access and technical	R7 631 967	R8 070 806	R8 534 877	R9 025 632	R33 263 282	16%
Market development	R2 589 292	R2 738 176	R2 895 621	R3 062 120	R11 285 209	6%
Producer management	R4 217 973	R4 460 506	R4 716 985	R4 988 212	R18 383 677	9%
Research and development	R10 867 627	R11 084 979	R11 362 104	R11 646 157	R44 960 867	22%
Human capacity and training	R3 466 325	R3 665 638	R3 876 413	R4 099 306	R15 107 682	7%
Transformation	R10 700 864	R10 630 559	R9 341 604	R10 505 617	R41 178 644	20%
<b>Total expenditure</b>	<b>R48 672 994</b>	<b>R50 378 551</b>	<b>R51 014 843</b>	<b>R54 205 799</b>	<b>R204 272 187</b>	
<b>Surplus / Deficit</b>	<b>-R538 169</b>	<b>R1 380 201</b>	<b>-R768 317</b>	<b>R3 715 518</b>	<b>R3 789 233</b>	

The NAMC believes that the proposed statutory measures requested are consistent with the objectives of the MAP Act (as set out in section 2 of the Act).

Directly affected groups (e.g. producers, packers and exporters) in the table grape industry are kindly requested to submit any comments, in writing, regarding the proposed statutory measures, to the NAMC (**e-mail to [mathildavdw@namc.co.za](mailto:mathildavdw@namc.co.za)**) on or before 10 May 2024, to enable the Council to finalise its recommendation to the Minister in this regard.

## DEPARTMENT OF MINERAL RESOURCES AND ENERGY

## NOTICE 2420 OF 2024



**Notice of the second set of National Nuclear Regulator (NNR) public hearings for the application to extend the operating life of the Koeberg Nuclear Power Station (KNPS) by 20 years.**

The NNR is an independent regulatory authority established as a juristic person in terms of section 3 of the National Nuclear Regulator Act (Act No.47 of 1999) (NNRA). The NNR ensures the effective oversight of nuclear and radiation safety to protect people and the environment from the risks of radiation associated with nuclear power plants, nuclear technology, radioactive waste and naturally occurring radioactive materials. The authority vested in the NNR is enshrined in national legislation, which gives it the power to exercise regulatory control related to safety over siting, design, construction, operation, manufacture of component parts, and decontamination, decommissioning, and closure of nuclear installations.

As part of the NNR's public participation process in accordance with section 21(4) of the NNRA, the Board held the first set of public hearings in Cape Town on 3,10 and 17 February 2024. The objective was to gather information from various stakeholders and members of the public on their concerns relating to health, safety and environment connected with the Koeberg LTO application.

The NNR Board will be conducting a second set of public hearings to ensure that sufficient information is gathered to complete the final review process of the Koeberg LTO application. Members of the public and all stakeholders are invited to attend the second set of scheduled public hearings for the Koeberg LTO application.

The hearings will be conducted in the Northern Cape and Western Cape provinces of South Africa as indicated in the following schedule:

Date and time of the public hearing	Province and venue
Monday, 3 June 2024 10:30-14:30 Registration closes 22 May 2024	Northern Cape, Garies Community Hall, Kamiesburg Local Municipality.
Tuesday, 4 June 2024 10:30-14:30 Registration closes 23 May 2024	Northern Cape, Concordia Community Hall, Nama-Khoi Local Municipality.
Thursday, 6 June 2024, 10:00-14:00. Registration closes 29 May 2024	Western Cape, Church on the Rise, Tableview.
Friday, 7 June 2024 10:00-14:00 Registration closes 30 May 2024	Western Cape, Belthorn Recreation Centre, Athlone.
Saturday, 8 June 2024 10:00-14:00 Registration closes 31 May 2024	Western Cape, Atlantis Multipurpose Sports Centre, Atlantis.

**Opportunities to participate.**

The hearings are open to all members of the public and stakeholders

Persons wishing to submit written representations must take note of the following:

- The written representations must reach the NNR by no later than 31 May 2024.
- All written representations must be addressed to – Peter Bester, Programme Manager: Nuclear Power Plants, National Nuclear Regulator. Copies of written representations may also be hand delivered to the offices of the National Nuclear Regulator - 12 Raats Drive, Delphi Arch Building, Tableview.
- Written representations may also be emailed to [koebergLTO@nnr.co.za](mailto:koebergLTO@nnr.co.za) and marked for the attention Programme Manager: Nuclear Power Plants.

Persons wishing to make oral presentations at the public hearing are required to:

Register on the NNR website: <https://nnr.co.za/public-information/public-hearings/>

- Adhere to the time limit of 10 minutes per presentation.
- Indicate if the oral presentation will be made in English or Afrikaans and if a translator is required.

- Inform the NNR of any special needs requirements that could make it difficult for you to access the public hearing venue.
- Submit details of the oral presentations to: Gino Moonsamy, Manager Communications and Stakeholder Relations, via email to: [gmoon-samy@nnr.co.za](mailto:gmoon-samy@nnr.co.za)

**Availability of public participation documents**

Public participation documents can be accessed from the NNR website: <https://nnr.co.za/public-information/public-hearings/>

Please note that should you experience any difficulty in accessing the public participation documents, please contact: Gino Moonsamy, Manager Communications and Stakeholder Relations, via email to: [gmoon-samy@nnr.co.za](mailto:gmoon-samy@nnr.co.za)

Kindly note that if the NNR does not receive any requests to make oral presentations at the advertised public hearings by the closing date of this notice, the NNR retains the right not to hold the scheduled hearings. The NNR reserves the right to postpone or cancel a public hearing in case of unexpected circumstances or due to public safety concerns. If the external environment is unsuitable for in-person participation, the NNR may decide on alternative methods for soliciting participation such as holding virtual public hearings.





**Kennisgewing van die tweede stel openbare verhore van die Nasionale Kernreguleerder (NNR) vir die aansoek om die bedryfslewe van die Koeberg Kernkragstasie (KNPS) met 20 jaar te verleng.**

Die NNR is 'n onafhanklike regulerende owerheid ingestel as 'n regs persoon ingevolge artikel 3 van die Wet op Nasionale Kernreguleerder (Wet Nr.47 van 1999) (NNRA). Die NNR verseker die doeltreffende toesig oor kern- en bestralingsveiligheid om mense en die omgewing te beskerm teen die risiko's van bestraling wat met kernkragentrales, kern tegnologie, radioaktiewe afval en natuurlik voorkomende radioaktiewe materiale geassosieer word. Die gesag wat in die NNR gevestig is, is in nasionale wetgewing vasgelê, wat dit die bevoegdheid gee om regulatoriese beheer uit te oefen wat verband hou met veiligheid oor ligging, ontwerp, konstruksie, bedryf, vervaardiging van komponentonderdele, en ontsmetting, buite diens stel en sluiting van kerninstallasies.

As deel van die NNR se openbare deelnameproses ooreenkomstig artikel 21(4) van die NNRA, het die Raad die eerste stel openbare verhore op 3, 10 en 17 Februarie 2024 in Kaapstad gehou. Die doel was om inligting van verskeie belanghebbendes en lede van die publiek in te samel oor hul bekommernisse rakende gesondheid, veiligheid en omgewing wat met die Koeberg LTO-aansoek verband hou.

Die NNR-raad sal 'n tweede stel openbare verhore hou om te verseker dat voldoende inligting ingesamel word om die finale hersieningsproses van die Koeberg LTO-aansoek te voltooi. Lede van die publiek en alle belanghebbendes word uitgenooi om die tweede stel geskeduleerde openbare verhore vir die Koeberg LTO-aansoek by te woon.

Die verhore sal in die Noord-Kaap en Wes-Kaap provinsies van Suid-Afrika gehou word soos in die volgende skedule aangedui:

Datum en tyd van die openbare verhoor	Provinsie en plek
Maandag 3 Junie 2024 10:30-14:30 Registrasie sluit 22 Mei 2024	Noord-Kaap, Garies-gemeenskapsaal, Kamiesberg Plaaslike Munisipaliteit.
Dinsdag 4 Junie 2024 10:30-14:30 Registrasie sluit 23 Mei 2024	Noord-Kaap, Concordia-gemeenskapsaal, Nama-Khoi Plaaslike Munisipaliteit.
Donderdag 6 Junie 2024 10:00-14:00 Registrasie sluit 29 Mei 2024	Wes-Kaap, Church on the Rise, Tableview.
Vrydag 7 Junie 2024 10:00-14:00 Registrasie sluit 30 Mei 2024	Wes-Kaap, Belthorn-ontspanningsentrum, Athlone.
Saterdag 8 Junie 2024 10:00-14:00 Registrasie sluit 31 Mei 2024	Wes-Kaap, Atlantis Veeldoelige Sportsentrum, Atlantis.

**Geleenthede om deel te neem.**

Die verhore is oop vir alle lede van die publiek en belanghebbendes.

Persone wat geskrewe verteenwoordigings wil indien, moet van die volgende kennis neem:

- Die geskrewe verteenwoordigings moet die NNR teen nie later nie as 31 Mei 2024 bereik.
- Alle geskrewe verteenwoordigings moet gerig word aan –  
Peter Bester, Programbestuurder: Kernkragentrales, Nasionale Kernreguleerder.  
Afskrifte van geskrewe verteenwoordigings kan ook per hand afgelewer word by die kantore van die Nasionale Kernkragreguleerder – 12 Raatsrylaan, Delphi Arch-gebou, Tableview.
- Geskrewe verteenwoordigings kan ook per e-pos aan koebergLTO@nnr.co.za gestuur word en vir die aandag van die Programbestuurder gemerk word: Kernkragentrales.

Persone wat mondelinge voorleggings by die openbare verhoor wil maak, word vereis om:

Registreer op die NNR-webwerf: <https://nnr.co.za/public-information/public-hearings/>

- Hou by die tydsbeperking van 10 minute per aanbieding.
- Dui aan of die mondelinge voorlegging in Engels of Afrikaans gedoen sal word en of 'n vertaler vereis word.
- Stel die NNR in kennis van enige spesiale behoeftes wat dit vir jou moeilik kan maak om toegang tot die openbare verhoorlokaal te kry.

- Dien besonderhede van die mondelinge voorleggings in aan: Gino Moonsamy, Bestuurder Kommunikasie en Belanghebberverhoudinge, per e-pos na: [gmoonsamy@nnr.co.za](mailto:gmoonsamy@nnr.co.za)

**Beskikbaarheid van dokumente vir publieke deelname**

Dokumente vir publieke deelname kan vanaf die NNR webwerf verkry word: <https://nnr.co.za/public-information/public-hearings/>

Neem asseblief kennis dat indien jy enige probleme ondervind om toegang tot die dokumente vir publieke deelname te kry, kontak asseblief: Gino Moonsamy, Bestuurder Kommunikasie en Belanghebberverhoudinge, per e-pos na: [gmoonsamy@nnr.co.za](mailto:gmoonsamy@nnr.co.za)

Neem asseblief kennis dat indien die NNR geen versoeke ontvang om mondelinge voorleggings by die geadverteerde openbare verhore teen die sluitingsdatum van hierdie kennisgewing te doen nie, die NNR die reg behou om nie die geskeduleerde verhore te hou nie. Die NNR behou die reg voor om 'n openbare verhoor uit te stel of te kanselleer in geval van onverwagte omstandighede of weens kommer oor openbare veiligheid. Indien die eksterne omgewing nie geskik is vir persoonlike deelname nie, kan die NNR besluit op alternatiewe metodes om deelname te werf, soos om virtuele openbare verhore te hou.



**Isaziso seseti yesibini yeNational Nuclear Regulator (NNR) yeendibano zokuvakalisa izimvo kuluntu ngesicelo sokwandisa ubomi bokusebenza kweSikhululo saMandla seNyukliya saseKoeberg (KNPS) ngeminyaka engama-20.**

I-NNR ligunya elilawulayo elizimeleyo elisekwe njengomntu osemthethweni ngokwecandelo lesi-3 loMthetho weSizwe woLawulo lweNyukliya (uMthetho weNombolo 47 ka-1999) (NNRA). I-NNR iqinisekisa ukongamela okusebenzayo kokhuseleko lwenyukliya nemitha ukuze kukhuselewe abantu nokusingqongileyo kwiingozi zokusasazeka kwemitha enxulunyaniswa nezixhobo zamandla enyukliya, ubuchwephesha benyukliya, inkunkuma yemitha nemathiriyeli ebakho ngenxa yemitha nendalo. Igunya eliphantsi kwe-NNR lifakwe kumthetho wesizwe, olinika igunya lokusebenzisa ulawulo olunxulumene nokhuseleko kwindawo, uyilo, ulwakihiwo, ukusebenza, ukwenziwa kweenxalenye zamacandelo, nokuphelisa ungcoliseko, ukuphelisa ugunyaziso nokuvalwa kofakelo lwenyukliya.

Njengexalenye yenkqubo ye-NNR yokuthatha inxaxheba koluntu ngokungqinelana necandelo

Iindibano zokuvakalisa izimvo ziya kuqhutywa kuMntla Koloni nakumaphondo aseNtshona Koloni oMzantsi Afrika njengoko kubonisiwe kolu luhlu lulandelayo:

Umhla nexesha lokuvakaliswa kwezimvo kuluntu	Iphondo nendawo
NgoMvulo, 3 Juni 2024 10:30-14:30 Ubhaliso luvala nge-22 kaMeyi 2024	UMntla Koloni, Iholo Yoluntu yaseGaries, uMasipala weNgingqi waseKamiesburg.
NgoLwesibini, 4 Juni 2024 10:30-14:30 Ubhaliso luvala nge-23 kaMeyi 2024	UMntla Koloni, Iholo Yoluntu yaseGaries, uMasipala weNgingqi waseKamiesburg.
NgoLwesine, 6 kaJuni 2024 10:00-14:00. Ubhaliso luvala nge-29 kaMeyi 2024	ENTshona Koloni, Icawa Ephakamileyo, eTableview.
NgoLwesihlanu, nge-7 kaJuni 2024 10:00-14:00 Ubhaliso luvala nge-30 kaMeyi 2024	ENTshona Koloni, Iziko Lolonwabo laseBellthorn, eAthlone.
Ngomgqibelo, nge-8 kaJuni 2024 10:00-14:00 Ubhaliso luvala nge-31 kaMeyi 2024	ENTshona Koloni, Iziko Lemidlalo Leenjongo ezininzi laseAtlantis, eAtlantis.

**Amathuba okuthatha inxaxheba.**

Iindibano zokuvakalisa izimvo zivuleleke kuwo onke amalungu oluntu kunye nabachaphazelekayo.

Abantu abanqwenela ukungenisa ingxelo ebhaliweyo mabaqaphele oku kulandelayo:

- lingxelo ezibhaliweyo mazifike kwiNNR ingadlulanga i-31 kaMeyi 2024.
- Zonke iintetho ezibhaliweyo mazibhekiswe ku— Peter Bester, Umphathi Wenkqubo: Izityalo Zamandla Enyukliya, Umlawuli Wesizwe Wenyukliya. Iikopi zezimvo ezibhaliweyo zingaziswa ngesandla kwiifosi Zesizwe Zomlawuli Wenyukliya - 12 Raats Drive, Delphi Arch Building, Tableview.
- lingxelo ezibhaliweyo zinokuthunyelwa ngeimeyile aphakoebergLTO@nnr.co.za kwaye ziphawulelwe Umphathi Wenkqubo: Izityalo Zamandla Zenyukliya

Abantu abanqwenela ukwenza iintetho zomlomo kwiindibano zokuvakalisa izimvo kuluntu kufuneka;

Babhalise kwiwebhusayithi yeNNR: <https://nnr.co.za/public-information/public-hearings/>

- Babambelele kumda wexesha wemizuzu eli-10 kwintetho nganye.
- Babonise ukuba intetho yomlomo iya kwenziwa ngesiNgesi okanye ngesiBhulu na yaye kufuneka itoliki.
- Bazise iNNR ngazo naziphi na iimfuno ezikhethekileyo ezinokwenza kube nzima kuwe ukufikelela kwindawo yokuvakalisa izimvo kuluntu.

luma-21(4) leNNRA, iBhodi ibambe iseti yokuqala yeendibano zokuvakalisa izimvo kuluntu eKapa ngomhla we-3, 10 nowe-17 kaFebruwari 2024. Injongo ibikukuqokelela inkcazelo evela kumaqela ngamaqela achaphazelekayo namalungu oluntu malunga neenkxalabo zabo ezinxulumene nempilo, ukhuseleko nokusingqongileyo okunxulumene nesicelo sase-Koeberg LTO.

IBhodi yeNNR iya kube iqhuba iseti yesibini yeendibano zokuvakalisa izimvo kuluntu ukuqinisekisa ukuba inkcazelo eyaneleyo eqokelelweyo ukuze kugqitywe inkqubo yophononongo lokugqibela lwesicelo saseKoeberg LTO. Uluntu nabo bonke abachaphazelekayo bayamenywa ukuba bazimase iseti yesibini yeendibano zokuvakalisa izimvo ezicwangcisiweyo kuluntu malunga nesicelo seKoeberg LTO

- Ngenisa iinkcukacha zeentetho zomlomo ku: Gino Moonsamy, Umphathi Wezonxibelelwano Nowobudlelwane Babachaphazelekayo, ngeimeyile apha: [gmoonsamy@nnr.co.za](mailto:gmoonsamy@nnr.co.za)

**Ubukho bamaxwebhu okuthatha inxaxheba oluntu**

Amawebhu okuthatha inxaxheba oluntu anokufumaneka kwiwebhusayithi yeNNR: <https://nnr.co.za/public-information/public-hearings/>

Nceda uqaphele ukuba xa ufumana nabuphi na ubunzima ekufikeleleni kumaxwebhu okuthatha inxaxheba oluntu, nceda uqhagamshelane: Gino Moonsamy, Umphathi Wezonxibelelwano Nowobudlelwane Babachaphazelekayo, ngeimeyile apha: [gmoonsamy@nnr.co.za](mailto:gmoonsamy@nnr.co.za)

Nceda uqaphele ukuba, ukuba iNNR ayifumani naziphi na izicelo zokwenza intetho yomlomo kwiindibano zokuvakalisa izimvo kuluntu ezipapashiweyo ngomhla wokuvula wesi sazi, iNNR inelungelo lokungayibambi indibano yokuvakalisa izimvo ecwangcisiweyo. I-NNR inelungelo lokumisela elinye ixesha okanye ukurhoxisa indibano yokuvakalisa izimvo kuluntu kwiimeko ezingalindelekanga okanye ngenxa yeenkxalabo zokhuseleko loluntu. Ukuba imeko-bume yangaphandle ayikufanelanga ukuthatha inxaxheba ngokobuqu, iNNR inokugqiba ngeendlela ezizezinye zokuthatha inxaxheba ezinjengokubamba iindibano zokuvakalisa izimvo kuluntu ngeintanethi.

**SOUTH AFRICAN RESERVE BANK****NOTICE 2421 OF 2024****THE BANKS ACT, 1990 (ACT NO. 94 OF 1990 – THE BANKS ACT)****WITHDRAWAL OF AUTHORISATION GRANTED IN TERMS OF SECTION 18A OF THE BANKS ACT TO CONDUCT THE BUSINESS OF A BANK BY MEANS OF A BRANCH IN THE REPUBLIC OF SOUTH AFRICA – BNP PARIBAS SA**

Notice is hereby given, for general information, in accordance with the provisions of section 30(1)(b)(ii) of the Banks Act that the authorisation granted to BNP Paribas SA, by the erstwhile Registrar of Banks, to conduct the business of a bank by means of a branch in the Republic of South Africa was withdrawn with effect from 8 March 2024.

*Fundi Tshazibana*

N Tshazibana  
CEO: Prudential Authority

## DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

## NOTICE 2422 OF 2024

**INTERNATIONAL TRADE ADMINISTRATION COMMISSION OF  
SOUTH AFRICA****SUNSET REVIEW OF THE ANTI-DUMPING DUTIES ON GARDEN PICKS, SPADES  
AND SHOVELS, RAKES AND FORKS ORIGINATING IN OR IMPORTED FROM THE  
PEOPLE'S REPUBLIC OF CHINA ("CHINA").**

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

On 02 June 2023, the International Trade Administration Commission of South Africa ("the Commission") notified interested parties through Notice No. 1847 of 2023 in *Government Gazette* No. 48696, that unless a substantiated request is made indicating that the expiry of the anti-dumping duties against imports of garden picks, spades and shovels, rakes and forks originating in or imported from China would likely lead to the continuation or recurrence of dumping and injury, the anti-dumping duties on garden picks, spades and shovels, rakes and forks originating in or imported from China will expire on 11 July 2024.

A completed sunset review questionnaire was received from Ussher Inventions (Pty) Ltd (t/s Lasher Tools) ("Lasher Tools" or "the Applicant") on 14 December 2023.

## THE APPLICANT

The application was lodged by Lasher Tools being the major producer in the SACU Industry by production volume, supported by MacCorkindale Investments (Pty) Ltd and Ottimo Products CC thus the application can be regarded as “made by or on behalf” of the SACU Industry.

The Applicant alleges that the expiry of the anti-dumping duties would likely lead to the recurrence of dumping and the continuation of material injury. The Applicant submitted sufficient evidence and established a *prima facie* case to enable the Commission to arrive at a reasonable conclusion that a sunset review investigation of the anti-dumping duties on garden picks, spades and shovels, rakes and forks originating in or imported from China, should be initiated.

## THE PRODUCT

The anti-dumping duties subject to this sunset review is applicable to garden picks, spades and shovels, rakes and forks originating in or imported from China, classifiable under tariff subheading 8201.10.05, 8201.10.10, 8201.30.03, 8201.30.90 and 8201.90.20.

## THE ALLEGATION OF THE LIKELIHOOD OF THE RECURRENCE OF DUMPING

The allegation of the likelihood of the recurrence of dumping is based on the comparison between the normal values and the export prices should the anti-dumping duties expire.

In calculating the normal value for China, the Applicant obtained a quotation for the domestic selling prices of the subject product in China which were provided in Chinese Renminbi (“RMB”) (Chinese Yen - CNY) prices per unit. The Applicant converted prices

to reflect the ex-factory prices in CNY per kilogram (“KG”) setting out the calculations for CNY/kg as well as the average prices of CNY/unit for the subject product.

The practice of the Commission is to use audited South African Revenue Service (“SARS”) statistics to determine the export price for purposes of initiation. In order to calculate the export price, import statistics of garden picks, spades and shovels and rakes for the estimate period of investigation for dumping will be the period after 30 September 2023 in a forward looking analysis, as the application is brought on the likelihood of the recurrence of dumping.

With regard to forks, the Applicant obtained a quotation from China that reflects the ex-factory export price per unit. This quotation was used to calculate the FOB price. This was done due to the fact that the recorded SARS data for forks imported in November and December 2022 appears inaccurate in that the Applicant suspects that value data, might have been incorrectly recorded or captured, which resulted in an average 2023 fork FOB price per kg, that was respectively 873 and 561 percent higher than the 2021 and 2022 average FOB prices per kg.

The dumping margins were determined as follows:

Product	Sub-tariff heading	Dumping margin percentage
Spades and shovels	8201.10.05/ 8201.10.10	359.53%
Picks	8201.30.03	55.63%
Rakes	8201.30.90	75.08%
Forks	8201.90.20	15.94%

On this basis, the Commission found that there was *prima facie* proof of the likelihood of recurrence of dumping.

## THE ALLEGATION OF THE LIKELIHOOD OF CONTINUATION OF MATERIAL INJURY

The Applicant alleges and submitted sufficient evidence to show that it would continue to experience injury in the form of price undercutting, profitability, decrease in sales volumes, decrease in output, productivity, cash flow and return on investment should the duties expire.

On this basis, the Commission found that there was *prima facie* proof of the likelihood of the continuation of material injury if the duties expire.

## PERIOD OF INVESTIGATION

The investigation period for determination of the likelihood of the recurrence of dumping will be the period after 30 September 2023 in a forward looking analysis, as the application is brought on the recurrence of dumping. The investigation period for determination of the likelihood of the continuation of material injury is from 01 October 2020 – 30 September 2023 and estimates for 2024, in the event that the anti-dumping duties expire.

## PROCEDURAL FRAMEWORK

Having decided that there is sufficient evidence and a *prima facie* case to justify the initiation of an investigation, the Commission has begun an investigation in terms of section 16 of the International Trade Administration Act, 2002 (“the ITA Act”). The Commission will conduct its investigation in accordance with the relevant sections of the ITA Act, the World Trade Organisation Agreement on Implementation of Article VI of the GATT 1994 (“the Anti-Dumping Agreement”) and the Anti-Dumping Regulations of the International Trade Administration Commission of South Africa (“ADR”).

Both the ITA Act and the ADR are available on the Commission's website ([www.itac.org.za](http://www.itac.org.za)) or from the Trade Remedies section, on request.

In order to obtain the information, it deems necessary for its investigation, the Commission will send non-confidential versions of the application and questionnaires to all known importers and exporters and known representative associations. The trade representative of the country of origin has also been notified. Importers and other interested parties are invited to contact the Commission as soon as possible in order to determine whether they have been listed and were furnished with the relevant documentation. If not, they should immediately ensure that they are sent copies. The questionnaire has to be completed and any other representations must be made within the time limit set out below.

### **CONFIDENTIAL INFORMATION**

Please note that if any information is considered to be confidential then a non-confidential version of the information must be submitted for the public file, simultaneously with the confidential version. In submitting a non-confidential version, the following rules are strictly applicable and parties must indicate:

- X where confidential information has been omitted and the nature of such information;
- X reasons for such confidentiality;
- X a summary of the confidential information which permits a reasonable understanding of the substance of the confidential information; and
- X in exceptional cases, where information is not susceptible to summary, reasons must be submitted to this effect.

This rule applies to all parties and to all correspondence with and submissions to the Commission, which unless indicated to be confidential and filed together with a non-confidential version, will be placed on the public file and be made available to other



interested parties.

If a party considers that any document of another party, on which that party is submitting representations, does not comply with the above rules and that such deficiency affects that party's ability to make meaningful representations, the details of the deficiency and the reasons why that party's rights are so affected must be submitted to the Commission in writing forthwith (and at the latest 14 days prior to the date on which that party's submission is due). Failure to do so timeously will seriously hamper the proper administration of the investigation, and such party will not be able to subsequently claim an inability to make meaningful representations on the basis of the failure of such other party to meet the requirements.

Subsection 33(1) of the ITA Act provides that any person claiming confidentiality of information should identify whether such information is *confidential by nature* or is *otherwise confidential* and, any such claims must be supported by a written statement, in each case, setting out how the information satisfies the requirements of the claim to confidentiality. In the alternative, a sworn statement should be made setting out reasons why it is impossible to comply with these requirements.

Section 2.3 of the ADR provides as follows:

*"The following list indicates "information that is by nature confidential" as per section 33(1)(a) of the Main Act, read with section 36 of the Promotion of Access to Information Act (Act 2 of 2000):*

- (a) management accounts;*
- (b) financial accounts of a private company;*
- (c) actual and individual sales prices;*
- (d) actual costs, including cost of production and importation cost;*
- (e) actual sales volumes;*
- (f) individual sales prices;*
- (g) information, the release of which could have serious consequences for the person that provided such information; and*
- (h) information that would be of significant competitive advantage to a competitor;*

*Provided that a party submitting such information indicates it to be confidential*

## ADDRESS

The response to the questionnaire and any information regarding this matter and any arguments concerning the allegation of dumping and the resulting material injury must be submitted in writing to the following address or on the emails below:

### Physical address

The Senior Manager: Trade Remedies I  
International Trade Administration Commission  
Block E – The DTI Campus  
77 Meintjies Street  
SUNNYSIDE  
PRETORIA  
SOUTH AFRICA

### Postal address

The Senior Manager:  
Trade Remedies I  
Private Bag X753  
PRETORIA  
0001  
SOUTH AFRICA

## PROCEDURES AND TIME LIMITS

The Senior Manager: Trade Remedies I, should receive all responses, including non-confidential copies of the responses, not later than 30 days from the date hereof, or from the date on which the letter accompanying the abovementioned questionnaire was received. The said letter shall be deemed to have been received seven days after the day of its dispatch.

Late submissions will not be accepted except with the prior written consent of the Commission. The Commission will give due consideration to written requests for an extension of not more than 14 days on good cause shown (properly motivated and substantiated), if received prior to the expiry of the original 30-day period. Merely citing insufficient time is not an acceptable reason for an extension. Please note that the Commission will not consider requests for extension by the Embassy on behalf of foreign producers.

The information submitted by any party may need to be verified by the Investigating Officers in order for the Commission to take such information into consideration. The Commission may verify the information at the premises of the party submitting the information, within a short period after the submission of the information to the Commission. Parties should therefore ensure that the information submitted would subsequently be available for verification. Specifically, it is planned to verify the information submitted by the foreign producers within three to five weeks subsequent to the submission of the information. This period will only be extended if it is not feasible for the Commission to do it within this time period or upon good cause shown, and with the prior written consent of the Commission, which should be requested at the time of the submission. It should be noted that unavailability of, or inconvenience to appointed representatives, will not be considered to be good cause.

Parties should also ensure when they engage representatives that they will be available at the requisite times, to ensure compliance with the above time frames. Parties should also ensure that all the information requested in the applicable questionnaire is provided in the specified detail and format. The questionnaires are designed to ensure that the Commission is provided with all the information required to make a determination in accordance with the ITA Act and the ADR. The Commission may therefore refuse to verify information that is incomplete or does not comply with the format in the questionnaire, unless the Commission has agreed in writing to a deviation from the required format. A failure to submit a non-confidential version of the response that complies with the rules set out above under the heading *Confidential Information* will be regarded as an incomplete submission.

Parties, who experience difficulty in furnishing the information required, or submitting information in the format required, are urged to make written applications to the Commission at an early stage for permission to deviate from the questionnaire or provide the information in an alternative format that can satisfy the Commission's requirements. The Commission will give due consideration to such a request on good cause shown.

Any interested party may request an oral hearing at any stage of the investigation in accordance with Section 5 of the ADR, provided that the party indicates reasons for not relying on written submissions only. The Commission may refuse an oral hearing if granting such hearing will unduly delay the finalisation of a determination. Parties requesting an oral hearing must provide the Commission with a detailed agenda for, and a detailed version, including a non-confidential version, of the information to be discussed at the oral hearing at the time of the request.

If the required information is not received in a satisfactory form within the time limit specified above, or if verification of the information cannot take place, the Commission may disregard the information submitted and make a finding on the basis of the facts available to it.

Should you have any queries, please do not hesitate to contact Mr Busman Makakola at [BMakakola@itac.org.za](mailto:BMakakola@itac.org.za) or Mr Brian Same at [BSame@itac.org.za](mailto:BSame@itac.org.za).

**DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION****NOTICE 2423 OF 2024****COMPETITION TRIBUNAL****NOTIFICATION OF COMPLAINT REFERRAL**

The Competition Tribunal gives notice in terms of Section 51(3) & (4) of the Competition Act 89 of 1998 as amended, that it received the following complaint referrals listed below. The complaint(s) alleges that the respondent(s) engaged in a prohibited practice in contravention of the Competition Act 89 of 1998.

Case No.	Complainant	Respondent	Date received	Sections of the Act
CRP178Mar24	Benedict Ngwato	United National Breweries	07/03/2024	4(1)(a)
CR005Apr24	Competition Commission	Health Professions Council of South Africa	05/04/2024	4(1)(a)

**The Chairperson  
Competition Tribunal**

## BOARD NOTICES • RAADSKENNISGEWINGS

## BOARD NOTICE 589 OF 2024



## South African Council for Social Service Professions

## Social Service Professions Act 110 of 1978

**PROFESSIONAL CONDUCT NOTICE OF FINDINGS IN TERMS OF SECTION 22(2)(c) OF THE SOCIAL SERVICE PROFESSIONS ACT 110 OF 1978: JULY 2022 TO NOVEMBER 2023**

Publication in terms of section 22(2)(c) of the Social Service Professions Act 110 of 1978 (“the Act”) and in terms regulation 22(10)(b) of the *Regulations regarding the conducting of inquiries into alleged unprofessional conduct* (Government Notice R 917 in Government Gazette Number 25109 of 27 June 2003) (“the Regulations”) of the findings and sanctions imposed by the South African Council for Social Service Professions (SACSSP) for unprofessional or improper conduct of a person registered with the SACSSP.

The particulars of the persons, the charges, findings and penalties are herewith published in *Schedule A* to this Board Notice as contemplated in regulation 22(10)(b) of the *Regulations*, after being found guilty of unprofessional and/or improper conduct by the SACSSP following an inquiry into alleged unprofessional or improper conduct that was instituted in terms of section 21 of the Social Service Professions Act 110 of 1978.

The respondents whose names appear in the *Schedule A* were duly informed of the findings and penalties as contemplated in regulation 22(10)(a) of the *Regulations*, and the Registrar has updated the Register for all professions registered with the SACSSP as required in terms of section 22(2)(a) and (b) of the Act, as applicable, with the details in relation to the charges, findings and the penalties imposed.

A handwritten signature in black ink, appearing to read 'HITLER SEKHITLA', written over a horizontal line.

**HITLER SEKHITLA (Mr)**

Acting Registrar

**South African Council for Social Service Professions**

37 Annie Botha Avenue, Riviera, Pretoria 0001, South Africa

Office: +27 12 356 8300 Email: [registrar@sacssp.co.za](mailto:registrar@sacssp.co.za)

**SCHEDULE A**

Publication in terms of section 22(2)(c) of the Social Service Professions Act 110 of 1978 (the Act) and in terms regulation 22(10)(b) of the *Regulations regarding the conducting of inquiries into alleged unprofessional conduct* (Government Notice R 917 in Government Gazette Number 25109 of 27 June 2003) of the findings and sanctions imposed by the South African Council for Social Service Professions (SACSSP) for unprofessional or improper conduct of a person registered with the SACSSP.

The *Rules relating to acts or omissions of a social worker, a social auxiliary worker or a student social worker which shall constitute unprofessional or improper conduct* are available on the SACSSP's website ([www.sacssp.co.za](http://www.sacssp.co.za))

1. **NAME OF PERSON:** Hyletta VAN DER BERG  
**REGISTRATION NUMBER:** 10-19899  
**PROFESSION:** Social worker  
**PROVINCE:** Gauteng  
**SECTOR:** Private practice  
**DATE OF FINDING:** 06 October 2022

**FINDING AND NATURE OF THE UNPROFESSIONAL AND/OR IMPROPER CONDUCT:**

**Guilty of** contravention of the following rule(s) of the of *Rules relating to acts or omissions of a social worker, a social auxiliary worker or a student social worker which shall constitute unprofessional or improper conduct*:

- (a) rule 3(1): *The negligent performance of his or her professional duties;*
- (b) rule 3(2): *The execution of his or her professional duties in a manner which does not comply with general accepted standards of practicing the profession; and*
- (c) rule 3(3): *Behaviour which, with due regard to the prestige, status and dignity of the profession, is detrimental to his or her position as a social worker or to the profession as such.*
- (d) rule 3(4): *Being guilty of or participating in or associating with dishonesty in the execution of his or her professional duties;*
- (e) rule 3(11): *Failure to keep a record of acts performed, money managed, and fees charged in all matters dealt with by him or her in his or her capacity as a social worker; and*
- (f) rule 4(2): *The administration of a client's money in an inefficient, irresponsible or negligent manner.*

**PENALTY:**

Cancellation of registration in terms of section 22(1)(c) of the Social Service Professions Act 110 of 1978.

2. **NAME OF PERSON:** Bradley Mamasele MANALA  
**REGISTRATION NUMBER:** 40-50169  
**PROFESSION:** Student Social worker  
**PROVINCE:** Gauteng  
**SECTOR:** Student at University of Johannesburg  
**DATE OF FINDING:** 14 November 2022

**FINDING AND NATURE OF THE UNPROFESSIONAL AND/OR IMPROPER CONDUCT:**

**Guilty of** contravention of the following rule(s) of the of *Rules relating to acts or omissions of a social worker, a social auxiliary worker or a student social worker which shall constitute unprofessional or improper conduct*:

- (a) rule 3(4): *Being guilty of or participating in or associating with dishonesty in the execution of his or her professional duties*
- (b) rule 7(1): *The breach of his contract of service, or behaviour that would justify his summary dismissal at common law.*

**PENALTY:**

Twelve (12) months suspension in terms of section 22(1)(b) of the Social Service Professions Act 110 of 1978, but the execution of the suspension is suspended for a period of twelve (12) months in terms of section 22(1A)(a)(ii) of the Act, on condition that you are not found guilty on similar offences during the period of suspension, failing which the sanction mentioned herein will automatically take effect.

3. **NAME OF PERSON:** Lucille Ann ANTHONY  
**REGISTRATION NUMBER:** 10-33919  
**PROFESSION:** Social worker  
**PROVINCE:** Western Cape  
**SECTOR:** Government  
**DATE OF FINDING:** 17 November 2022

**FINDING AND NATURE OF THE UNPROFESSIONAL AND/OR IMPROPER CONDUCT:**

**Guilty of** contravention of the following rule(s) of the of *Rules relating to acts or omissions of a social worker, a social auxiliary worker or a student social worker which shall constitute unprofessional or improper conduct*:

- (a) rule 3(3): *Behaviour which, with due regard to the prestige, status and dignity of the profession, is detrimental to his or her position as a social worker or to the profession as such.*
- (b) rule 7(1): *The breach of his contract of service, or behaviour that would justify his summary dismissal at common law rule.*

**PENALTY:**

Charges 1 to 3: Fine of R4,000 (five thousand rand) in terms of section 22(1)(d) of the Social Service Professions Act 110 of 1978.

Charges 4 and 5: Twelve (12) months suspension in terms of section 22(1)(b) of the Social Service Professions Act 110 of 1978, but the execution of the suspension is suspended for a period of twelve (12) months in terms of section 22(1A)(a)(ii) of the Act, on condition that you are not found guilty on similar offences during the period of suspension, failing which the sanction mentioned herein will automatically take effect.

4. **NAME OF PERSON:** Elelwani NEPHALAMA  
**REGISTRATION NUMBER:** 40-46783  
**PROFESSION:** Student Social worker  
**PROVINCE:** Gauteng  
**SECTOR:** Student at University of Johannesburg  
**DATE OF FINDING:** 06 December 2022

**FINDING AND NATURE OF THE UNPROFESSIONAL AND/OR IMPROPER CONDUCT:**

**Guilty of** contravention of the following rule(s) of the of *Rules relating to acts or omissions of a social worker, a social auxiliary worker or a student social worker which shall constitute unprofessional or improper conduct:*

- (a) rule 3(3): *Behaviour which, with due regard to the prestige, status and dignity of the profession, is detrimental to his or her position as a social worker or to the profession as such*  
 (b) rule 3(4): *Being guilty of or participating in or associating with dishonesty in the execution of his or her professional duties.*  
 (c) rule 7(1): *The breach of his contract of service, or behaviour that would justify his summary dismissal at common law.*

**PENALTY:**

Fine of R4,000 (five thousand rand) in terms of section 22(1)(d) of the Social Service Professions Act 110 of 1978. **Condition:** That you subject yourself to supervision by both the University of Johannesburg and the placement agency, with reports to be provided to the SACSSP on a quarterly basis.

5. **NAME OF PERSON:** Bongwiwe Angel Thobile NXUMALO  
**REGISTRATION NUMBER:** 10-14439  
**PROFESSION:** Social worker  
**PROVINCE:** KwaZulu Natal  
**SECTOR:** Private practice  
**DATE OF FINDING:** 13 December 2022

**FINDING AND NATURE OF THE UNPROFESSIONAL AND/OR IMPROPER CONDUCT:**

**Guilty of** contravention of the following rule(s) of the of *Rules relating to acts or omissions of a social worker, a social auxiliary worker or a student social worker which shall constitute unprofessional or improper conduct:*

- (a) rule 3(1): *The negligent performance of his or her professional duties;*  
 (b) rule 3(2): *The execution of his or her professional duties in a manner which does not comply with general accepted standards of practicing the profession; and*  
 (c) rule 3(3): *Behaviour which, with due regard to the prestige, status and dignity of the profession, is detrimental to his or her position as a social worker or to the profession as such.*

**PENALTY:**

Fine of R5,000 (five thousand rand) in terms of section 22(1)(d) of the Social Service Professions Act 110 of 1978.

6. **NAME OF PERSON:** Mbali Samukelisiwe NTSHANGASE  
**REGISTRATION NUMBER:** 10-40542  
**PROFESSION:** Social worker  
**PROVINCE:** KwaZulu Natal  
**SECTOR:** Private practice  
**DATE OF FINDING:** 15 February 2023

**FINDING AND NATURE OF THE UNPROFESSIONAL AND/OR IMPROPER CONDUCT:**

**Guilty of** contravention of the following rule(s) of the of *Rules relating to acts or omissions of a social worker, a social auxiliary worker or a student social worker which shall constitute unprofessional or improper conduct:*

- (a) rule 3(1): *The negligent performance of his or her professional duties;*  
 (b) rule 3(2): *The execution of his or her professional duties in a manner which does not comply with general accepted standards of practicing the profession;*  
 (c) rule 3(3): *Behaviour which, with due regard to the prestige, status and dignity of the profession, is detrimental to his or her position as a social worker or to the profession as such.*  
 (d) rule 3(4): *Being guilty of or participating in or associating with dishonesty in the execution of his or her professional duties, and*  
 (e) rule 3(10): *Failure to refer a client to a colleague, or another person or body with specialised knowledge in a field, should the matter fall so far outside his field of training or experience that such referral could in the circumstances be reasonably considered necessary.*

**PENALTY:**



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Charge 1: Twenty-four (24) months suspension in terms of section 22(1)(b) of the Social Service Professions Act 110 of 1978, alternative to,  
Charge 2: Fine of R5,000 (five thousand rand) in terms of section 22(1)(d) of the Social Service Professions Act 110 of 1978.

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7. **NAME OF PERSON:** Dudley Clement JOSEPHS  
**REGISTRATION NUMBER:** 10-22417  
**PROFESSION:** Social worker  
**PROVINCE:** Western Cape  
**SECTOR:** NPO  
**DATE OF FINDING:** 22 February 2023

**FINDING AND NATURE OF THE UNPROFESSIONAL AND/OR IMPROPER CONDUCT:**

**Guilty of** contravention of the following rule(s) of the of *Rules relating to acts or omissions of a social worker, a social auxiliary worker or a student social worker which shall constitute unprofessional or improper conduct:*

- (a) rule 3(2): *The execution of his or her professional duties in a manner which does not comply with general accepted standards of practicing the profession;*
- (b) rule 3(3): *Behaviour which, with due regard to the prestige, status and dignity of the profession, is detrimental to his or her position as a social worker or to the profession as such; and*
- (c) rule 7(1): *The breach of his contract of service, or behaviour that would justify his summary dismissal at common law rule.*

**PENALTY:**

Cancellation of registration in terms of section 22(1)(c) of the Social Service Professions Act 110 of 1978.

**Note:** Respondent lodged an appeal against the penalty imposed by the SACSSP. The Appeal Committee established in terms of section 25 of the Act set aside the penalty imposed by the SACSSP and *imposed* eighteen (18) months suspension in terms of section 22(1)(b) of the Social Service Professions Act 110 of 1978. The suspension came into effect on 02 July 2023.

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8. **NAME OF PERSON:** Khululiwe Nontobeko NTULI  
**REGISTRATION NUMBER:** 10-19003  
**PROFESSION:** Social worker  
**PROVINCE:** KwaZulu Natal  
**SECTOR:** Private practice  
**DATE OF FINDING:** 09 March 2023

**FINDING AND NATURE OF THE UNPROFESSIONAL AND/OR IMPROPER CONDUCT:**

**Guilty of** contravention of the following rule(s) of the of *Rules relating to acts or omissions of a social worker, a social auxiliary worker or a student social worker which shall constitute unprofessional or improper conduct:*

- (d) rule 3(2): *The execution of his or her professional duties in a manner which does not comply with general accepted standards of practicing the profession;*
- (e) rule 3(3): *Behaviour which, with due regard to the prestige, status and dignity of the profession, is detrimental to his or her position as a social worker or to the profession as such; and*
- (f) rule 3(4): *Being guilty of or participating in or associating with dishonesty in the execution of his or her professional duties*
- (g) rule 3(10): *Failure to refer a client to a colleague, or another person or body with specialised knowledge in a field, should the matter fall so far outside his or her field of training or experience that such referral could in the circumstances be reasonably considered necessary, and*
- (h) rule 4(5): *The performance of an act belonging to a professional field other than social work, including the performing of psychometric tests for purposes of diagnosis and therapy, unless he or she is properly qualified therefor or legally authorised thereto.*

**PENALTY:**

Charge 1: Fine of R5,000 (five thousand rand) in terms of section 22(1)(d) of the Social Service Professions Act 110 of 1978.

Charge 2: Twenty-four (24) months suspension in terms of section 22(1)(b) of the Social Service Professions Act 110 of 1978, however, her suspension is suspended for a period of twenty-four months, with effect from the date of the imposition of the penalty.

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9. **NAME OF PERSON:** Siene Precilla NEPFUMBADA  
**REGISTRATION NUMBER:** 10-32165  
**PROFESSION:** Social worker  
**PROVINCE:** Limpopo  
**SECTOR:** Private practice  
**DATE OF FINDING:** 14 April 2023

**FINDING AND NATURE OF THE UNPROFESSIONAL AND/OR IMPROPER CONDUCT:**

**Guilty of** contravention of the following rule(s) of the of *Rules relating to acts or omissions of a social worker, a social auxiliary worker or a student social worker which shall constitute unprofessional or improper conduct:*

- (a) rule 3(1): *The negligent performance of his or her professional duties;*
- (b) rule 3(2): *The execution of his or her professional duties in a manner which does not comply with general accepted standards of practicing the profession;*

- (c) rule 3(3): *Behaviour which, with due regard to the prestige, status and dignity of the profession, is detrimental to his or her position as a social worker or to the profession as such; and*
- (d) rule 3(4): *Being guilty of or participating in or associating with dishonesty in the execution of his or her professional duties.*

**PENALTY:**

Twelve (12) months suspension in terms of section 22(1)(b) of the Social Service Professions Act 110 of 1978. **Condition:** Must attend CPD accredited trainings on the Code of Ethics and submit proof of attendance to the SACSSP during the period of suspension.

10. **NAME OF PERSON:** Elsie LABUSCHAGNE  
**REGISTRATION NUMBER:** 10-16557  
**PROFESSION:** Social worker  
**PROVINCE:** Gauteng  
**SECTOR:** NPO  
**DATE OF FINDING:** 06 July 2023

**FINDING AND NATURE OF THE UNPROFESSIONAL AND/OR IMPROPER CONDUCT:**

**Guilty of** contravention of the following rule(s) of the of Rules relating to acts or omissions of a social worker, a social auxiliary worker or a student social worker which shall constitute unprofessional or improper conduct:

- (a) rule 3(1): The negligent performance of his or her professional duties;
- (b) rule 3(2): The execution of his or her professional duties in a manner which does not comply with general accepted standards of practicing the profession;
- (c) rule 3(3): Behaviour which, with due regard to the prestige, status and dignity of the profession, is detrimental to his or her position as a social worker or to the profession as such; and
- (d) rule 3(4): Being guilty of or participating in or associating with dishonesty in the execution of his or her professional duties;

**PENALTY:**

Twelve (12) months suspension in terms of section 22(1)(b) of the Social Service Professions Act 110 of 1978.

11. **NAME OF PERSON:** Alvita Maria BROWN-KARELSE  
**REGISTRATION NUMBER:** 10-24314  
**PROFESSION:** Social worker  
**PROVINCE:** Western Cape  
**SECTOR:** Private practice  
**DATE OF FINDING:** 20 July 2023

**FINDING AND NATURE OF THE UNPROFESSIONAL AND/OR IMPROPER CONDUCT:**

**Guilty of** contravention of the following rule(s) of the of Rules relating to acts or omissions of a social worker, a social auxiliary worker or a student social worker which shall constitute unprofessional or improper conduct:

- (a) rule 3(3): Behaviour which, with due regard to the prestige, status and dignity of the profession, is detrimental to his or her position as a social worker or to the profession as such; and
- (b) rule 3(4): Being guilty of or participating in or associating with dishonesty in the execution of his or her professional duties.
- (c) rule 7(1): *The breach of his contract of service, or behaviour that would justify his summary dismissal at common law rule.*

**PENALTY:**

A reprimand in terms of section 22(1)(a) of the Social Service Professions Act 110 of 1978.

12. **NAME OF PERSON:** Charlotte Nokuthula ZONDI  
**REGISTRATION NUMBER:** 10-38645  
**PROFESSION:** Social worker  
**PROVINCE:** KwaZulu Natal  
**SECTOR:** Private practice  
**DATE OF FINDING:** 24 July 2023

**FINDING AND NATURE OF THE UNPROFESSIONAL AND/OR IMPROPER CONDUCT:**

**Guilty of** contravention of the following rule(s) of the of Rules relating to acts or omissions of a social worker, a social auxiliary worker or a student social worker which shall constitute unprofessional or improper conduct:

- (a) rule 3(1): The negligent performance of his or her professional duties;
- (b) rule 3(2): The execution of his or her professional duties in a manner which does not comply with general accepted standards of practicing the profession
- (c) rule 3(10): *Failure to refer a client to a colleague, or another person or body with specialised knowledge in a field, should the matter fall so far outside his or her field of training or experience that such referral could in the circumstances be reasonably considered necessary, and*
- (d) rule 4(5): *The performance of an act belonging to a professional field other than social work, including the performing of psychometric tests for purposes of diagnosis and therapy, unless he or she is properly qualified therefor or legally authorised thereto.*

**PENALTY:**

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Twelve (12) months suspension in terms of section 22(1)(b) of the Social Service Professions Act 110 of 1978, but the execution of the suspension is suspended for a period of twelve (12) months in terms of section 22(1A)(a)(ii) of the Social Service Professions Act, 110 of 1978.

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13. **NAME OF PERSON:** Yandisa Siyanda MAHLANGENI  
**REGISTRATION NUMBER:** 10-26260  
**PROFESSION:** Social worker  
**PROVINCE:** KwaZulu Natal  
**SECTOR:** Private practice  
**DATE OF FINDING:** 14 September 2023

**FINDING AND NATURE OF THE UNPROFESSIONAL AND/OR IMPROPER CONDUCT:**

**Guilty of** contravention of the following rule(s) of the of *Rules relating to acts or omissions of a social worker, a social auxiliary worker or a student social worker which shall constitute unprofessional or improper conduct:*

- (a) rule 3(1): *The negligent performance of his professional duties;*
- (b) rule 3(2): *The execution of his or her professional duties in a manner which does not comply with general accepted standards of practicing the profession;*
- (c) rule 3(3): *Behaviour which, with due regard to the prestige, status and dignity of the profession, is detrimental to his or her position as a social worker or to the profession as such;*
- (d) rule 3(4): *Being guilty of or participating in or associating with dishonesty in the execution of his or her professional duties;* rule 3(10): *Failure to refer a client to a colleague, or another person or body with specialised knowledge in a field, should the matter fall so far outside his or her field of training or experience that such referral could in the circumstances be reasonably considered necessary;* and

**PENALTY:**

Twelve (12) months suspension of registration in terms of section 22(1)(b) of the Social Service Professions Act 110 of 1978, wholly suspended for a period of twelve (12) months in terms of section 22(1A)(a)(i) of the Social Service Professions Act, 110 of 1978.

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14. **NAME OF PERSON:** Natalie EKSTEEN  
**REGISTRATION NUMBER:** 50-17784  
**PROFESSION:** Social Auxiliary worker  
**PROVINCE:** Western Cape  
**SECTOR:** Government  
**DATE OF FINDING:** 03 October 2023

**FINDING AND NATURE OF THE UNPROFESSIONAL AND/OR IMPROPER CONDUCT:**

**Guilty of** contravention of the following rule(s) of the of *Rules relating to acts or omissions of a social worker, a social auxiliary worker or a student social worker which shall constitute unprofessional or improper conduct:*

- (a) rule 3(2): *The execution of his or her professional duties in a manner which does not comply with general accepted standards of practicing the profession;* and
- rule 3(3): *Behaviour which, with due regard to the prestige, status and dignity of the profession, is detrimental to his or her position as a social worker or to the profession as such;*

**PENALTY:**

Fine of R5000 (five thousand five hundred rand) in terms of section 22(1)(d) of the Social Service Professions Act 110 of 1978.

Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001  
Contact Centre Tel: 012-748 6200. eMail: info.egazette@gpw.gov.za  
Publications: Tel: (012) 748 6053, 748 6061, 748 6065