



Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Vol. 687

23 September 2022
September

No. 46959

PART 1 OF 2

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



9 771682 584003



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

IMPORTANT NOTICE:

THE GOVERNMENT PRINTING WORKS WILL NOT BE HELD RESPONSIBLE FOR ANY ERRORS THAT MIGHT OCCUR DUE TO THE SUBMISSION OF INCOMPLETE / INCORRECT / ILLEGIBLE COPY.

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

Contents

<i>No.</i>		<i>Gazette No.</i>	<i>Page No.</i>
GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS			
Agriculture, Land Reform and Rural Development, Department of / Landbou, Grondhervorming en Landelike Ontwikkeling, Departement van			
2518	Restitution of Land Rights Act (22/1994): Portion 57 of Farm Boekenhoutskloofdrift 286 JR; Portion 61 of Farm Boekenhoutskloofdrift 283 JR and Portion 0 (RE) of Farm Sonskyn 242 JR.....	46959	14
Higher Education and Training, Department of / Departement van Hoër Onderwys en Opleiding			
2519	High Education Act (101/1997): Publication of cancellation of the Registration of Dermatech (Pty) Ltd as a Private Higher Education Institution.....	46959	15
Home Affairs, Department of / Binnelandse Sake, Departement van			
2520	Births and Deaths Registration Act (51/1992): Alteration of forenames in terms of section 24 of the Act.....	46959	16
2521	Births and Deaths Registration Act (51/1992): Alteration of forenames in terms of section 24 of the Act.....	46959	26
2522	Births and Deaths Registration Act (51/1992): Alteration of surnames in terms of section 26 of the Act.....	46959	27
South African Revenue Service / Suid-Afrikaanse Inkomstediens			
2523	Income Tax Act, 1962: African Tax Administration Forum Agreement on Mutual Assistance in Tax Matters.....	46959	37
2523	Inkomstebelastingwet, 1962: Ooreenkoms van die Afrika-Belastingadministrasieforum oor Weder-Sydse Bystand met Belastingaangeleenthede.....	46959	46
Trade, Industry and Competition, Department of / Handel, Nywerheid en Kompetisie, Departement van			
2524	Competition Commission: Notification to approve with conditions the transaction involving: Obaro Handel (Pty) Ltd & NewCo 123 Investments (Pty) Ltd and K2021701599 S.A (Pty) Ltd & Afrifert (Pty) Ltd: Case Number: 2021OCT0012.....	46959	55
2525	Competition Act (89/1998) as amended: Competition Commission South Africa: Guidelines on the Exchange of Competitively Sensitive Information between Competitors under the Act.....	46959	70
2526	Competition Act (89/1998): Draft Guidelines on the Exchanges of Competitively Sensitive Information under the Competition Act: Explanatory note.....	46959	88
2527	Competition Act (89/1998) as amended: Notification to approve with conditions the transaction involving: Dis-Chem Pharmacies Limited and Superstrike Investments 56 Proprietary Limited t/a "Baby Boom": Case Number: 2021SEP0006.....	46959	90
2528	Competition Act (89/1998), as amended: Notification to approve with conditions the transaction involving: DPD Laser Express Logistics (Pty) Ltd and Fast and Furious Distribution (Pty) Ltd: Case Number: 2021JUL0064.....	46959	103
2529	Competition Act (89/1998), as amended: Notification to approve with conditions the transaction involving: Deutsche Post AG and J.F. Hillebrand Group AG: Case Number: 2021SEP0009.....	46959	114
2530	Competition Act (89/1998): Notification to approve with conditions the transaction involving: A2 Investment Partners (Pty) Ltd and Novus Holdings Limited: Case Number: 2021OCT0037.....	46959	123
2531	Competition Act (89/1998): Notification to approve with conditions the transaction involving: Bridgestone Mining Solutions Australia (Pty) Ltd and Otraco International (Pty) Ltd: Case Number: 2021JUL0039.....	46959	133
2532	Competition Act (89/1998): Notification to approve with conditions the transaction involving: Clicks Retailers (Proprietary) Limited and The Retail Pharmacy Businesses Carried on by Pick N Pay Retailers (Pty) Ltd: Case Number: 2021JUL0018.....	46959	144
Agriculture, Land Reform and Rural Development, Department of / Landbou, Grondhervorming en Landelike Ontwikkeling, Departement van			
2533	Meat Safety Act (40/2000): Exemption from Section 11 (1)(l) of the Act for the Slaughter of Game Animals.....	46959	159

GENERAL NOTICES • ALGEMENE KENNISGEWINGS

Trade, Industry and Competition, Department of/ Handel, Nywerheid en Kompetisie, Departement van

1294	Standards Act (8/2008): Standards matters: New Standard, Revision Standard and Cancelled Standard	46959	160
1295	International Trade Administration Commission: Customs Tariff Applications: List 09/2022	46959	163
1296	Competition Act (89/1998), as amended: Competition Tribunal. Notification of Complaint Referral	46959	166
1297	Competition Tribunal: Notification of decision to approve various mergers	46959	166
1298	Competition Tribunal: Notification of decision to approve various mergers	46959	167

Transport, Department of / Departement van Vervoer

1299	Air Service Licensing Act (115/1990): Application for the grant or amendment of Domestic Air Service Licences and International Air Service Licences: Various places	46959	168
------	--	-------	-----

BOARD NOTICES • RAADSKENNISGEWINGS

326	Architectural Profession Act (44/2000): South African Council for the Architectural Profession: Alleged improper conduct of the registered person: Tshifhiwa E. Singo, Registration Number: D2978	46959	173
327	Architectural Profession Act (44/2000): South African Council for the Architectural Profession: Alleged improper conduct of the registered person: Thato M. Mokhahlane, Registration Number: D1549	46959	174
328	Architectural Profession Act (44/2000): South African Council for the Architectural Profession: Alleged improper conduct of the registered person: Rudolf L. Keudel-Schaffer, Registration Number: T1385	46959	175
329	Architectural Profession Act (44/2000): South African Council for the Architectural Profession: Alleged improper conduct of the registered person: Ravi Ruthenavelu, Registration Number: T0075	46959	176
330	Architectural Profession Act (44/2000): South African Council for the Architectural Profession: Alleged improper conduct of the registered person Pieter Steenberg, Registration Number: CANT20964	46959	177
331	Architectural Profession Act (44/2000): South African Council for the Architectural Profession: Alleged improper conduct of the registered person: Phillipus R Botha, Registration Number: PrAch24751089	46959	178
332	Architectural Profession Act (44/2000): South African Council for the Architectural Profession: Alleged improper conduct of the registered person: Nduduzo C. Kunene, Registration Number: CAD68209384	46959	179
333	Architectural Profession Act (44/2000): South African Council for the Architectural Profession: Alleged improper conduct of the registered person: Mthokozisi E. Mbatha, Registration Number: PAD20523	46959	180
334	Architectural Profession Act (44/2000): South African Council for the Architectural Profession: Alleged improper conduct of the registered person: Margueretha-Ann Bekker, Registration Number: D1260	46959	181
335	Architectural Profession Act (44/2000): South African Council for the Architectural Profession: Alleged improper conduct of the registered person: Hatlane W. Maloka, Registration Number: CAD20830	46959	182
336	Architectural Profession Act (44/2000): South African Council for the Architectural Profession: Alleged improper conduct of the registered person: Gareth Jefferies, Registration Number: D2050	46959	183
337	Architectural Profession Act (44/2000): South African Council for the Architectural Profession: Alleged improper conduct of the registered person: Fred Van Heerden, Registration Number: D1071	46959	184
338	Architectural Profession Act (44/2000): South African Council for the Architectural Profession: Alleged improper conduct of the registered person: Fred J. Muller, Registration Number: CAT073	46959	185
339	Architectural Profession Act (44/2000): South African Council for the Architectural Profession: Alleged improper conduct of the registered person: Edward M. Makhubu, Registration Number: D1181	46959	186
340	Architectural Profession Act (44/2000): South African Council for the Architectural Profession: Alleged improper conduct of the registered person: Douglas J. Carr, Registration Number: ST1563	46959	187
341	Architectural Profession Act (44/2000): South African Council for the Architectural Profession: Alleged improper conduct of the registered person: David H. Shibambu, Registration Number: D1707	46959	188
342	Architectural Profession Act (44/2000): South African Council for the Architectural Profession: Alleged improper conduct of the registered person: Bryan W. Wessels, Registration Number: D2192	46959	189
343	Architectural Profession Act (44/2000): South African Council for the Architectural Profession: Alleged improper conduct of the registered person: Abram R. Mazibuko, Registration Number: D1171	46959	190



government
printing

Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICA

HIGH ALERT: SCAM WARNING!!!

TO ALL SUPPLIERS AND SERVICE PROVIDERS OF THE GOVERNMENT PRINTING WORKS

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

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

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

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

Example of e-mails these fraudsters are using:

PROCUREMENT@GPW-GOV.ORG

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

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

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

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

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

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

Fake Tenders

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

How tender scams work

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

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

OR

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

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

Protect yourself from being scammed

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

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

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

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

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

Closing times for **ORDINARY WEEKLY** **REGULATION GAZETTE** **2022**

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

- **31 December 2021**, Friday for the issue of Friday **07 January 2022**
- **07 January**, Friday for the issue of Friday **14 January 2022**
- **14 January**, Friday for the issue of Friday **21 January 2022**
- **21 January**, Friday for the issue of Friday **28 January 2022**
- **28 January**, Friday for the issue of Friday **04 February 2022**
- **04 February**, Friday for the issue of Friday **11 February 2022**
- **11 February**, Friday for the issue of Friday **18 February 2022**
- **18 February**, Friday for the issue of Friday **25 February 2022**
- **25 February**, Friday for the issue of Friday **04 March 2022**
- **04 March**, Friday for the issue of Friday **11 March 2022**
- **11 March**, Friday for the issue of Friday **18 March 2022**
- **17 March**, Thursday for the issue of Friday **25 March 2022**
- **25 March**, Friday for the issue of Friday **01 April 2022**
- **01 April**, Friday for the issue of Friday **08 April 2022**
- **07 April**, Thursday for the issue of Thursday **14 April 2022**
- **13 April**, Wednesday for the issue of Friday **22 April 2022**
- **21 April**, Thursday for the issue of Friday **29 April 2022**
- **28 April**, Thursday for the issue of Friday **06 May 2022**
- **06 May**, Friday for the issue of Friday **13 May 2022**
- **13 May**, Friday for the issue of Friday **20 May 2022**
- **20 May**, Friday for the issue of Friday **27 May 2022**
- **27 May**, Friday for the issue of Friday **03 June 2022**
- **03 June**, Friday for the issue of Friday **10 June 2022**
- **09 June**, Thursday for the issue of Friday **17 June 2022**
- **17 June**, Friday for the issue of Friday **24 June 2022**
- **24 June**, Friday for the issue of Friday **01 July 2022**
- **01 July**, Friday for the issue of Friday **08 July 2022**
- **08 July**, Friday for the issue of Friday **15 July 2022**
- **15 July**, Friday for the issue of Friday **22 July 2022**
- **22 July**, Friday for the issue of Friday **29 July 2022**
- **29 July**, Friday for the issue of Friday **05 August 2022**
- **04 August**, Thursday for the issue of Friday **12 August 2022**
- **12 August**, Friday for the issue of Friday **19 August 2022**
- **19 August**, Friday for the issue of Friday **26 August 2022**
- **26 August**, Friday for the issue of Friday **02 September 2022**
- **02 September**, Friday for the issue of Friday **09 September 2022**
- **09 September**, Friday for the issue of Friday **16 September 2022**
- **16 September**, Friday for the issue of Friday **23 September 2022**
- **23 September**, Friday for the issue of Friday **30 September 2022**
- **30 September**, Friday for the issue of Friday **07 October 2022**
- **07 October**, Friday for the issue of Friday **14 October 2022**
- **14 October**, Friday for the issue of Friday **21 October 2022**
- **21 October**, Friday for the issue of Friday **28 October 2022**
- **28 October**, Friday for the issue of Friday **04 November 2022**
- **04 November**, Friday for the issue of Friday **11 November 2022**
- **11 November**, Friday for the issue of Friday **18 November 2022**
- **18 November**, Friday for the issue of Friday **25 November 2022**
- **25 November**, Friday for the issue of Friday **02 December 2022**
- **02 December**, Friday for the issue of Friday **09 December 2022**
- **08 December**, Thursday for the issue of Thursday **15 December 2022**
- **15 December**, Thursday for the issue of Friday **23 December 2022**
- **22 December**, Thursday for the issue of Friday **30 December 2022**

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.

IMPORTANT NOTICE:

THE GOVERNMENT PRINTING WORKS WILL NOT BE HELD RESPONSIBLE FOR ANY ERRORS THAT MIGHT OCCUR DUE TO THE SUBMISSION OF INCOMPLETE / INCORRECT / ILLEGIBLE COPY.

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

GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

CLOSING TIMES FOR ACCEPTANCE OF NOTICES

1. The *Government Gazette* and *Government Tender Bulletin* are weekly publications that are published on Fridays and the closing time for the acceptance of notices is strictly applied according to the scheduled time for each gazette.
2. Please refer to the Submission Notice Deadline schedule in the table below. This schedule is also published online on the Government Printing works website www.gpwonline.co.za
All re-submissions will be subject to the standard cut-off times.
All notices received after the closing time will be rejected.

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

GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

EXTRAORDINARY GAZETTES

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

NOTICE SUBMISSION PROCESS

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

GOVERNMENT PRINTING WORKS - BUSINESS RULES

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

QUOTATIONS

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

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

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

CANCELLATIONS

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

AMENDMENTS TO NOTICES

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

REJECTIONS

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

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

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

GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

LIABILITY OF ADVERTISER

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

CUSTOMER INQUIRIES

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

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

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

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

GOVERNMENT PRINTING WORKS - BUSINESS RULES

PAYMENT OF COST

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

PROOF OF PUBLICATION

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

GOVERNMENT PRINTING WORKS CONTACT INFORMATION

Physical Address:
Government Printing Works

149 Bosman Street

Pretoria

Postal Address:

Private Bag X85

Pretoria

0001

GPW Banking Details:
Bank: ABSA Bosman Street

Account No.: 405 7114 016

Branch Code: 632-005

For Gazette and Notice submissions: Gazette Submissions:

For queries and quotations, contact: Gazette Contact Centre:

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

Contact person for subscribers: Mrs M. Toka:

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

Fax: 012-323-9574

GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 2518

23 September 2022

**GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT 22 OF 1994)
AMENDMENT OF NOTICE 1467 OF 2017 AS CONTAINED IN GOVERNMENT GAZETTE NO: 41350 IN RESPECT OF A LAND CLAIM LODGED BY MR.
SAMUEL SIPHO MABENA, LAND CLAIM REFERENCED Z 0244 AND Z 0240**

Notice is hereby given in terms of Section 11A (4) of the Restitution of Land Rights Act, 1994 (Act 22 of 1994) read together with section 11(1) (c) of the Restitution of Land Rights Act, 1994 (Act 22 of 1994) as amended, that an amendment is hereby made to Gazette Notice No. 1467 of 2017 contained in Government Gazette No 41350 dated 22 December 2017. The Gazette is amended to add the additional claimed properties as follows:

REF NO	CLAIMANT	PROPERTY DESCRIPTION	CURRENT LANDOWNERS	BONDS / NO BONDS	DEED OF TRANSFER	INTERESTED PARTIES
Z 0244 and Z 0240	Mr. Samuel Siphon Mabena	Portion 57 of farm Boekenhoutskloofdrift 286 JR	Cornie Van Der Bijl Familie Trust	None	T100579/2008	Land Claimant, the current landowners, and the City of Tshwane Metropolitan Municipality
		Portion 61 of farm Boekenhoutskloofdrift 283 JR	Cornie Van Der Bijl Familie Trust	None	T151335/2007	
		Portion 0 (RE) of farm Sonskyn 242 JR	Lumo Trust	None	T67014/2018	

Take further notice that the Commission on Restitution of Land Rights will investigate the claim in terms of the provisions of Rule 5 of the Rules Regarding Procedure of Commission Established in terms of section 16 of Restitution of Land Rights Act as amended. Any interested party on the claim is hereby invited to submit, representations in terms of section 11A of the Restitution of Land Rights Act 22 of 1994 as amended within 60 (Sixty) working days from the publication date of this notice, any comments/information may be send to:

Chief Directorate: Land Restitution Support Gauteng Province
Private Bag X03
ARCADIA
0007
Tel: (012) 310-6500
Fax: (012) 324-5812


MR. L.H. MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER

DATE: 2022/06/22

DEPARTMENT OF HIGHER EDUCATION AND TRAINING

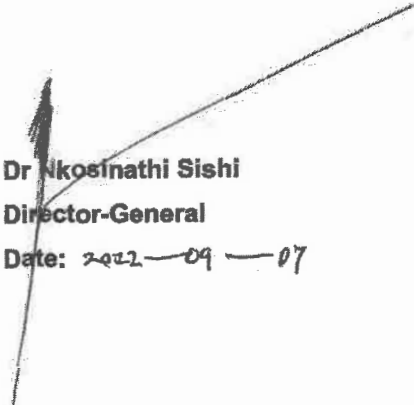
NO. 2519

23 September 2022

HIGHER EDUCATION ACT, 1997 (ACT NO. 101 OF 1997)

NOTICE PUBLISHED IN TERMS OF REGULATION 18(1) OF THE REGULATIONS FOR THE REGISTRATION OF PRIVATE HIGHER EDUCATION INSTITUTIONS, 2016 READ WITH SECTIONS 62(1) AND 63(a) AND (b) OF THE HIGHER EDUCATION ACT, 1997: PUBLICATION OF CANCELLATION OF THE REGISTRATION OF DERMATECH (PTY) LTD AS A PRIVATE HIGHER EDUCATION INSTITUTION

I, Dr Nkosinathi Sishi, Director-General of the Department of Higher Education and Training and the Registrar of Private Higher Education Institutions, in terms of Regulation 18 (1) of the Regulations for the Registration of Private Higher Education Institutions, 2016 read with sections 62(1) and 63(a) and (b) of the Higher Education Act, 1997 (Act No. 101 of 1997), hereby publish the decision to cancel the registration of DERMATECH (Pty) Ltd as a private higher education institution, by Notice, since it has voluntarily ceased to provide higher education as contemplated in the Act read with the Regulations.



Dr Nkosinathi Sishi
Director-General

Date: 2022-09-07

DEPARTMENT OF HOME AFFAIRS

NO. 2520

23 September 2022

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. Londiwe Phatimah Gumede - 000627 1221 *** - 762 Pigogo Road, , UMLAZI, 4031 - *Londiwe*
2. Request Ndzivalelo - 940605 0815 *** - 3605 Sechoaro Street, Mohlakeng, RANDFONTEIN, 1759 - *Ndzivalelo*
3. Preston Zackell Naidoo - 911009 5149 *** - 833 Joan End, Errand Gardens, MIDRAND, 1685 - *Mohammed Raees Zackell*
4. Thabang Elsie Mnguni - 750207 0501 *** - 2110 Thakadi Street, Phase 7, GA-RANKUWA, 0208 - *Makgotso Thabang Elsie*
5. Mpaki Zacharia Makgwale - 691126 5407 *** - Block C 42, Senotlelo, BLOEDFONTEIN, 2839 - *Mmofo Zacharia*
6. Maite Thandiwe Kekana - 000729 0318 *** - Umongomoya Lane, Extension 33, Clayville, OLIFANTSFONTEIN, 1666 - *Thandiwe Grace*
7. Lindiwe Esther Shekeshe - 840512 0296 *** - 4 Madeley Road, , BOKSBURG, 1459 - *Charmaine Senzi*
8. George Matime Thobejane - 860205 5472 *** - Mashung Area, , GA-RANKUWA, 0740 - *Tshoarelo Setsakadume*
9. Isabel Da Cruz - 900502 0629 *** - No 1126153, Tumelani Street, Extention 27, DEVELAND, 2001 - *Isabel Vaz*
10. Logan Chelsea Julies - 000605 0205 *** - 31 Ascot Street, , KRAAIFONTEIN, 7750 - *Haaniyah*
11. Samilita Gilberta Daniels - 930507 0173 *** - 69 Zambezi Way, Portland, MITCHELLS PLAIN, 7785 - *Sammy*
12. Ameer Millward - 000704 5593 *** - 55 Hazeldane Avenue, Portlands, MITCHELLS PLAIN, 7785 - *Ameer Ace*
13. Madimetja James Ramokone - 010806 5189 *** - 982 Olive Close, , MIDRAND, 1635 - *Motlaka Mahlatsa*
14. Azwinaki Makungo - 941219 0584 *** - Mbilwi Area, , THOHOYANDOU, 0950 - *Azwinaki Rolivhuwa*
15. Motlagosebatho Esther Nduna - 660913 0852 *** - 3198 E Ratlou Loc, , THABA-NCHU, 9780 - *Motlagosebatho Esther Honey*
16. Maleho Rosina Manamela - 840412 0421 *** - 69 Umfumbane Street, Kalafong Heights, ATTERIDGEVILLE, 0008 - *Moremadi Maleho Rosina*
17. Agriment Maluleke - 950702 0247 *** - House No 1919, Section F, GIYANI, 0826 - *Khanyisa Agriment*
18. Nicole Toni Abbas - 930713 0260 *** - 32 Kamies Circle, , MITCHELL'S PLAIN, 7785 - *Nazraana*
19. Whitney Palesa August - 991102 0156 *** - 156/4 7th Avenue, , ENNERDALE, 1830 - *Whitney Palesa Pelaetsa*
20. Egbert Mohlabane - 790901 5720 *** - 465 Canary Lane, East Bank, ALEXANDRA, 2040 - *Tshepo Egbert*

21. Agent Ndubana - 040928 5649 *** - Stand No 130023, , LUDLOW, 1361 - *Acient*
22. Elsie Mnyakama Mnyakama - 621218 0654 *** - 2041 Extention 5, Tlhabologang, COLIGNY, 2725 - *Elsie Deliwe*
23. Jabulile Maesetsana Ngubane - 930621 0103 *** - 13b Vincent Road, Zone 3, MEADOWLANDS, 1852 - *Jabulile Maesetsana Mottalepule*
24. Dylan Slater - 890131 1280 *** - 4 Paul Avenue, Dayanglen, BOKSBURG, 1459 - *Donna Autumn*
25. Ramokone Kgadi Magoro - 841217 0742 *** - 108 Major Road, Clayville East, OLIFANTSFONTEIN, 1666 - *Dilwana Rachel*
26. Jane Molefe - 970913 0885 *** - Informal Settlement, Extention 12, DIEPSLOOT, 2189 - *Lerato Jane*
27. Mogakabane Gideon Ndlovu - 870424 6031 *** - No 9 Jurgeas Crescent, , PORT ELIZABRTH, 6001 - *Matfukutsela Gideon*
28. Mantwa Thandeka Kekana - 000729 0317 *** - 3745 Umongomoya Lane, Clayville, OLIFANTSFONTEIN, 1666 - *Mercy Thandeka*
29. Lethabo Merriam Peta - 991112 0459 *** - 45 Steyn Road, President Park, MIDRAND, 1685 - *Lethabo Mosebjadi*
30. Zisiwe Dimane - 010713 0669 *** - Imizizi Area, , BIZANA, 4800 - *Banele*
31. Kgopotso Godfrey Tebyane - 960404 5070 *** - 514 Hoofd Mansions, 23 Siemerft Road, JOHANNESBURG, 2094 - *Thomane Kgomotso*
32. Kamvelihle Mcoseli - 980112 0910 *** - 16 Sharp Street, Bellevue Shelly Court, JOHANNESBURG, 2198 - *Lihle Chinonyelum*
33. Mmamodupe Augustina Molopa - 890215 0384 *** - 298 Ramokotjo Street, , KAGISO 1, 1754 - *Paballo Grace*
34. Ndileka Precious Mkhize - 900103 0301 *** - 31 Princess Tirong, Kya Sands, JOHANNESBURG, 9672 - *Noelle Buhle*
35. Gladys Sibiya - 910615 0826 *** - 368 Sisulu Street, Pretoria Central, PRETORIA, 0001 - *Cebile Glad*
36. Salphy Karabo Makgabo Shongoane - 930914 0494 *** - Greenside Area, Shongoane 1, LEPHALALE, 0607 - *Karabo Salphy*
37. Koketso Mabasa - 910325 0498 *** - 1324 Block Nn, , SOSHANGUVE, 0152 - *Koketso Faith*
38. Tsibudi Makhatha - 991220 5782 *** - 31419 Bukwana Street, Greenfield, STRAND, 7140 - *Onke Tsibudi*
39. Dimakatso Magdelina Marumo - 980225 0275 *** - 110 Romeo Street, Bedelia, WELKOM, 9459 - *Dimakatso Bohlkoa*
40. Hlomisile Ellie Nxumalo - 860506 0639 *** - Cliffdale Area, , HLOBANE, 3145 - *Hlobisile Ellie*
41. Susanna Elizabeth Cloete - 921124 0027 *** - 23 Bank Street, , MARGATE, 4275 - *Annelize*
42. Bazingani Fikile Nkosi - 980329 0596 *** - Kwafakazi Area, , LOUWSBURG, 3150 - *Fikile*
43. Ngeane Tsipane - 940531 5307 *** - 333 Boitumelo, , SEBOKENG, 1983 - *Pitso*

44. Khehla Moses Miya - 891126 5280 *** - 10944 Osozweni Street, Phase 1, TSIETSI, 1431 - *Sbusiso Moses*
45. Amandla Moela - 920822 5865 *** - Sehunyane Village, , DRIEKOP, 1129 - *Sebeela Amandla*
46. Asandile Ngeleka - 021016 5666 *** - Lurholweni Location, , BIZANA, 4800 - *Asandile Simlindile*
47. Nyiko Mcethe - 981124 0439 *** - 60995 Ephraim Mapaila Crescent, Extension 3, DAVEYTON, 1520 - *Simphiwe Thalanda Mihle*
48. Nicole Craig Craig - 800208 0025 *** - 82 Maplin Drive, , PLETTENBERG BAY, 6600 - *Nicole Skye*
49. Stephen Magangeni Jabulani Nkosi - 890326 5326 *** - 1062 Jocklaan Street, , MASHISHING, 1123 - *Sabelo Magangeni Jabulani*
50. Nokulunga Mbengashe - 001016 1079 *** - 3992 Sali Street, Kwazakhele, PORT ELIZABETH, 6205 - *Lungelwa Nokulunga*
51. Noxolo Vivacious Maqhasho - 901212 0632 *** - 140 Block 5, Kutlwanong, ODENDAALSRUS, 9483 - *Noxolo Lillian*
52. Mthetheleli Ntilashe - 811225 6139 *** - Nyanisweni Area, , COFIMVABA, 5380 - *Mthetheleli Sipehelele*
53. Khanyile Shazi - 660210 0481 *** - Dube Village, , ESIKHAWINI, 3887 - *Khanyisile*
54. Gopolang Moloko - 860506 5317 *** - 11 Bulbul Street, Crystal Park, SPRINGS, 1515 - *Marcus Gopolang*
55. Sumeshni Naidoo - 950413 0132 *** - 5 Plover Street, Terenure, KEMPTON PARK, 1619 - *Alexia*
56. Kgampi Quinton Nkogotse - 000616 5367 *** - 1540 Magalies Estate, Brits Road, Taaibos Street, MOUNTAIN, 0182 - *Morwapitsi Quinton*
57. Basetsana Rhynet Maleka - 960706 0059 *** - 3454 Block L Extension, , SOSHANGUVE, 0152 - *Malaisha Rhynet*
58. Moegamat Yazeed Fakier - 851105 5291 *** - 7 Mars Road, , WYNBERG, 7800 - *Zee Garcia*
59. Lorraine Luxmi Pillay - 860512 0066 *** - 52 Gold Fern, Brackenhams, RICHARDS BAY, 3900 - *Lorraine*
60. Raesetja Charlotte Lebeso - 870515 0715 *** - 40002 Belabela, , TSAKANE, 0804 - *Mokgaetjie Shalate*
61. Siphesihle Mpetshu - 001126 0143 *** - 24930 Cocoa Street, Extension 28, Protea Glen, SOWETO, 1818 - *Siphesihle Langalikalise*
62. Manusha Mahabeer - 860903 0196 *** - 8 Sharjah Road, Northdale, PIETERMARITZBURG, 32014 - *Melisa*
63. Thisby Avril Stemmet - 860815 0247 *** - 32 Buttress Street, Eastridge, MITCHELLS PLAIN, 7789 - *Thuwaybah*
64. Gerhardus Nicolaas Augustyn - 841112 5091 *** - 6 Van Rhyde Veld Street, , HANOVER, 7005 - *Gary Nikolaus*
65. Sudhashree Singaram - 830510 0103 *** - 7 Mont Calm Road, , MORNINGSIDE, 4001 - *Shree*
66. Hlulani Rodgers Nchabeleng - 890225 5748 *** - 40078 Thabampshe, , MASEMOLA, 1060 - *Mamogwane Rodgers Tau*
67. Nthabiseng Komane - 970829 0496 *** - 538 Block D, , MABOPANE, 0190 - *Mothuti Nthabiseng Sally*

68. Mpho Clementine Majoro - 951030 0238 *** - 18003 Morula Street, Extension 25, VOSLOORUS, 1475 - *Mpho Lebogang Clementine*
69. Zandele Kriek - 950403 0055 *** - 3 Breedt Street, Florenta, ALBERTON, 1401 - *Lee*
70. Sinky Moshonga Semata - 970717 0448 *** - 04 Minuet Crescent, Extension 4, OLIEVENBOUTBOSCH, 0158 - *Bonolo*
71. Jill Jagers - 820508 0100 *** - 38 Spriggs Street, West Gate, MITCHELLS PLAIN, 7785 - *Aviyah*
72. Phumeza Maureen Sonjeke - 870813 0321 *** - 4950 Hlalani Location, GRAHAMSTOWN, 6139 - *Phumeza*
73. Bhukumuzi Michael Dlamini - 801111 5400 *** - 4 Brushwood Villas, 782 Douglas Road, SUNDOWNER, 2161 - *Bhekumuzi*
74. Mothusi Fire Mosweu - 790809 5938 *** - Dinokana Village, 900 Motlala Section, LEHURUTSH, 2868 - *Umlilo Mothusi Fire*
75. Matsobane Progress Selota - 930502 1245 *** - 444 Van Heerden Street, Capital Park, PRETORIA, 0084 - *Princess Matsobane Progress*
76. Nathan Lieberman - 000811 1330 *** - 30 Ravenswood Avenue, JOHANNESBURG, 2196 - *Isabel Nathan*
77. Klara Bosch - 020608 6298 *** - 1 Second Street, Linden, JOHANNESBURG, 2195 - *Damon*
78. Neagen Lyle Mentoer - 010313 1526 *** - 04 Klipdal Street, DE DOORNS, 0875 - *Neagen Layla*
79. Felicia Victor - 931107 6143 *** - 18 Dandelion Road, Crossmoor, CHATSWORTH, 4092 - *Treyden Christian Andrew*
80. Mpsiko Cecil Lekala - 010623 6224 *** - 4748 Rietfontein, Ngwaritse, NEBO, 1051 - *Thabang Cecil*
81. Gadifele Mahlangu - 790705 0219 *** - 1 Gembok, KROONSTAD, 9499 - *Martha Gadifele*
82. Andries Nare Molangoane - 831123 5444 *** - 51-12th Avenue, Alexandra Township, ALEXANDRA, 2012 - *Nare*
83. Palesa Portia Malieloa - 920127 0032 *** - 2476 Gelukwaarts, KROONSTAD, 9499 - *Mercy*
84. Vincent Chimaobi . Jnr Anyanwu - 001216 5095 *** - 72 Smiso Nkwanyana, Unit 1, MORNINGSIDE, 4001 - *Vincent Andile Jnr*
85. Koos Scholtz - 530415 5808 *** - 12 Hesseese Straat, RIVERSDALE, 6670 - *Johannes Jacobus*
86. Swiri Mahwetje David Tshehla - 740525 5533 *** - 9 Sekritaris Crescent, Birch Acres, KEMPTON PARK, 2125 - *Swiri Maboloko David*
87. Mooko Lombard Moagi - 660828 5548 *** - 11f Luthuli Park, SESHEGO, 0742 - *Moagi*
88. Gladys Torshie Acquaful - 601214 0817 *** - 189 Boardwalk, Meandor, PRETORIA, 0001 - *Naa Torshie*
89. Paul Israel Phetla - 791224 5442 *** - Stand No 365, Sterkfontein Village, GROBLERSDAL, 0470 - *Pinye Paul Israel*
90. Sarah Geriot Masango - 940522 0820 *** - 12-2nd Avenue, ATTERIDGEVILLE, 0008 - *Nompumelelo Lindiwe Sarah*

91. Tumisho Charles Matabane - 860627 5522 *** - Hweleshaneng Village, , MPHABLELE, 0736 - *Tumisho Thiye Charles*
92. Thakane Matete Kgaphola - 810128 0608 *** - Mamone Village, , JANE FURSE, 1085 - *Kganyane Matete*
93. Miehleketo Patience Chavalala - 871127 0465 *** - 2217/1 Theresa Mews, Blackthorn Street, PRETORIA NORTH, 0182 - *Miehleketo Patience Mbhuri*
94. Tlotlisang Dipallo Lebona - 751027 0311 *** - 7075 Phathang Street, , PHUTHADITJHABA, 9866 - *Tlotlisang Dipallo Wanda*
95. Mathapelo Gloria Chila - 910408 0453 *** - 1266 Refengkgotso, , DENEYSVILLE, 1932 - *Khensani Mathapelo Gloria*
96. Sindile Josia Malgas - 970407 5345 *** - 4573 Phakamile Street, Extension 7, JOUBERTON, 7574 - *Sindile*
97. Angamana Mdludlu - 851005 0751 *** - 29 Ingwe Drive, Joe Slovo, MILNERTON, 7441 - *Angamana Nokuthula*
98. Marilyn Cattigan - 960621 0118 *** - Carnelian Drive, Copesville, PIETERMARITZBURG, 3201 - *Marilyn Anamika*
99. Lucky Salon Nkosi - 990318 5627 *** - 7680 Extension 6, Thusi, ERMELO, 2351 - *Lucky Tycheros*
100. Rofniwa Augustine Phiriga - 960906 5815 *** - 5 Theal Street, , SECUNDA, 2302 - *Rofniwa Given Augustine*
101. Seapei Jantjie Mashilo - 970823 5654 *** - Stand No 273, , LEEUKRAAL, 1059 - *Maletshoko Benjamin*
102. Zizile Albertina Mkize - 920220 0502 *** - Umgababa Area 05, , UMKOMAAS, 4170 - *Zizile*
103. Martha Masanabo - 861017 1043 *** - 1753 Section H, , EKANGALA, 1021 - *Martha Thembi Bongji*
104. Motjatji Beauty Selomo - 810220 0407 *** - Ga- Makanye Village, , GA-MOTHAPO, 0727 - *Milly Mosibudi*
105. Larmorne Geeston Gonyane - 040430 5545 *** - 394 Letsemene Single, , OPPEMANSGRONDE, 9974 - *Lemogang Larmorne*
106. Melita Diseko - 670208 0531 *** - 314 Hlongwane Street, , PETRUS STEYN, 9640 - *Pulane Melita*
107. Basani Victoria Maluleke - 800918 0705 *** - 37 Rabbit Street, Florida Estate, GIYANI, 0826 - *Tehillah Shebaniah Divine Victory*
108. Fikile Madlakonke Nyalungu - 930724 0483 *** - Stand No 23b, Clau-Clau Trust, KABOKWENI, 1245 - *Fikile Mercy*
109. Nkosidlani Herbert Ndwandwe - 891223 5388 *** - 37 Msilinga Road, , KWAMASHU –J, 4360 - *Nkosidlani Nkonzenhle*
110. Sarah Jonas - 910821 0454 *** - 4364 Maoba Street, Phahameng, BULTFONTEIN, 9670 - *Sarah Alunamida*
111. Emelda Ramogohlo Matlawa - 970829 0625 *** - Mahwibitswana Village, , MASEMOLA, 1060 - *Emelda*
112. Nthoneng Robert Phakoago - 021122 5145 *** - 109 Willowbrook Estate, , JOHANNESBURG, 0470 - *Nthoneng Robinson*

113. Bhula Orlean Nhlumayo - 690909 5474 *** - 10 Ampere Avenue, Ingagane, NEWCASTLE, 2940 - *Bhula Mohammed Bilal Rhadu*
114. Katlego Queen Nkuna - 960915 1022 *** - Stand No 132, Moletjie, GA-MAKWEYA, 0700 - *Katlego*
115. Quinton John Atkins - 650621 0938 *** - 11g Hospital Close, , LEICESTER, Le5 4WP - *Leanne*
116. Linah Mahlogonolo Masuku - 900311 0814 *** - Patantshwane Village, , NEBO, 1059 - *Mohweledi Mahlogonolo Linah*
117. Devondry Dolley - 000414 5463 *** - 1 New Way Street, , KRAAIFONTEIN, 7570 - *Anees*
118. Robert Kgomo Phago - 660804 0181 *** - 4245 Block M 1, , KEKANA GARDENS, 0407 - *Ledile Margaret*
119. Fatty Bekiwe Fikelephi - 750810 0546 *** - U664 Ntandazo Drive, Site B, KHAYELITSHA, 7784 - *Bukiwe*
120. Louisa Fikizolo - 860624 0395 *** - 1864 Stevebiko Street, Masichaba View, DUDUZA, 1496 - *Nwabisa Louisa*
121. Manduleli Wanda Combo - 860707 5713 *** - 79 Seckenheim Drive, , BLUE DOWNS, 7100 - *Wanda*
122. Ntombizana Sakawuli - 851120 0640 *** - Wp-3872, Endlovini, KHAYELITSHA, 7784 - *Ntombenani*
123. Nomvelo Duze - 991115 0859 *** - Emabhekazi Area, , WASBANK, 2920 - *Nomvelo Thandeka*
124. Johannes Mathata Mphuloane - 890622 5707 *** - 2515 Motla, HAMAANSKRAAL, 0400 - *Johannes Seputla Noko*
125. Keikokeditse Mokote - 831016 5536 *** - 846 Khozi Street, Extension 2, NALEDI, 1868 - *Keikokeditse Selby*
126. Tshegofatso Mohlajoa - 010901 0204 *** - 11214 Corandan Street, , LENASIA, 1827 - *Tshegofatso Zoë*
127. Yandisa Maputi - 010917 6139 *** - Fort Hare University, , ALICE, 5100 - *Sisindise*
128. Tefo Moreki - 020622 0678 *** - Nkuleko Residence, , LIBANON, 1779 - *Tefo Leethabo*
129. Francios Franklin Kapank - 960717 5235 *** - 9 Riagnol Road, Tafelsig, MITCHELLS PLAIN, 1785 - *Faez*
130. Nilza Simao Macuacu - 980121 0639 *** - 25 Forest View, 26 Leonard Street, TURFFONTEIN, 2190 - *Nilza Simão*
131. Mawawa Mpayise - 991108 6005 *** - Nyanisweni Location, , BIZANA, 4800 - *Mawawa Mveleli*
132. Skhanyiso Mbambo - 000705 5919 *** - Mfazazane Area, Ward 17, HIBBERDENE, 4220 - *Manelisi*
133. Mendi Noxolo Sosibo - 010209 1226 *** - Mayville Area, , DURBAN, 4091 - *Thandaza Lucia*
134. Labane Mokejeko Sete - 701219 5855 *** - Pshiring Village, , MASEMOLA, 1060 - *Richard Mosehle*
135. Lucky Masilo Rakgorwana - 790616 5382 *** - 135 Gateways Street, Midway, Chiawelo, SOWETO, 1818 - *Lucky Mahaye*
136. Mampotoko Godfrey Mahlase - 710624 5435 *** - 4466 Extension 3, Protea Glen, PROTEA, 1819 - *Magashe Godfrey*

137. Matshwenyane John Mapheto - 920913 5959 *** - Sekurung Village, , MPHABLELE, 0736 - *Madimetja Morgan*
138. Evans Ramadimetja Mapheto - 950215 5923 *** - Sekurung Village, , MPHABLELE, 0736 - *Mapadi Evans*
139. Daniel Monyepao - 980802 0872 *** - , GA-RANKUWA, 0208 - *Tumisang Tercia*
140. Japisana Lindiwe Bhila - 881230 0234 *** - 7795 Ivoey Park, , MIDRAND, 1685 - *Liani Lindie*
141. Jowaine Bradley Mowers - 950617 5064 *** - 23a Khun Street, , WORCESTER, 6850 - *Juwayne Bradley*
142. Ntswaki Sereo - 970714 0754 *** - 11-3rd Avenue, , ORKNEY, 2619 - *Ntswaki Bonolo*
143. Sivile Abonile Sinxi - 851215 1152 *** - Mbalisweni Area, , QUMBU, 5180 - *Busiwe*
144. Colan Kyle Haskell - 970126 5037 *** - 10 Redberry Street, , BONTEHEUWEL, 7760 - *Qaeed*
145. Kaylynn Jade Forcus - 970731 0168 *** - 9 George Road, Kensington, CAPE TOWN, 7405 - *Zaynurah*
146. Dharshana Moodliar - 980417 0109 *** - 25 Umtata Avenue, Gallo Manor, JOHANNESBURG, 2191 - *Dharshana Piya*
147. Monica Fakier - 760617 0699 *** - 709 Main Road, , DELFT SOUTH, 7100 - *Shahieda*
148. Julia Madeleine Carter - 001213 0720 *** - The Vines R45, , FRANSCHHOEK, 7690 - *Jay Murtagh*
149. Alekz Alexander - 951202 5014 *** - 7 Ston Houshton Place, , EERSTERIVER, 7100 - *Allison Ayesha*
150. Tebogo Len Chuene - 870924 5731 *** - 36595 Flaming, Raceway Park, BLOEMFONTEIN, 9301 - *Malaka Tebogo Len*
151. Phahlaphahla Agnes Bambo - 900616 0383 *** - 100 Ditiro Street, Hospital View, TEMBISA, 1632 - *Mahlatshe Agnes Phahlaphahla*
152. Molifi Moses Phayane - 760312 5634 *** - 186 Cnr Starling & Lipin Street, Extension 1, LENASIA SOUTH, 1829 - *Melba Moses Molifi*
153. Osman Thame Mkhondo - 830929 5573 *** - 255 Cedar Lofts, 12 Willow Avenue, CRAIGAVON, 2191 - *Osman*
154. Zandile Idah Majola - 680225 0695 *** - Link View, , MOOIRIVER, 3300 - *Gabisile Langelihle*
155. Madala Andries Plati - 010123 5464 *** - 4636 Fairyland, Daljosafat, PAARL, 7646 - *Sinoxolo*
156. Goodman Mfakazeleni Zulu - 800101 5785 *** - 4 Coot Close, Extension 2, Rabei Ridge, MIDRAND, 1632 - *Njabulo Mpande Mfakazeleni*
157. Mahlodi Thabang Makgati - 981014 5746 *** - 5517 Vukuzenzele Street, , DIEPSLOOT, 2189 - *Joel Thabang*
158. Mngeno Welcome Mhlongo - 850417 5756 *** - 5127 Gomba Street, , ORLANDO EAST, 1804 - *Sifiso*
159. Thabo Victor Mabenyane - 901129 5360 *** - House No 5610, Bluegumbosh, WITSIESHOEK, 9870 - *Mpho Victor*
160. Deon Carl Badenhorst - 930208 1323 *** - 1 Galway Street, Extension 1, KENMARE, 1739 - *Rayleen*
161. Mncedisi Maqhuzu - 940522 5667 *** - Goqwana Village, , LUSIKISIKI, 4820 - *Mncedisi Lucky*

162. Cynthia Esau - 501226 0773 *** - 8 Wakefield Close, , ELSIESRIVER, 7490 - *Cynthia Priscilla*
163. Nthabiseng Rankwe - 020131 1099 *** - Mc 361 Dipakapakeng, , BOLEU, 0474 - *Nthabiseng Kepi Ragosebo*
164. Ntandokazi Sinenjabulo Hlengwa - 001005 0328 *** - 736 Msenge Road, , UMGUNGUNDLOVU, 3201 - *Nomfundo Nobesuthu*
165. Lerato Semenya - 000925 5744 *** - 485 Mogalakwena Street, Block K, SOSHANGUVE, 0152 - *Lebo*
166. Lota Tebogo Raphiri - 890630 5841 *** - 81 Fynbos, Rooistinkhout Street, ANNLIN, 0182 - *Tebogo Lota*
167. Thembinkosi Gledwin Mlangeni - 800405 5534 *** - 366 Vunagi Street, Emoyeni, TEMBISA, 1632 - *Gladwyn Themba*
168. Thabang Malepe - 981207 5571 *** - 3839 Section 2, , MAJANENG, 0407 - *Thabang Lota*
169. Thandeka Hlabe - 991227 1218 *** - Ward 5, Gangala Location, HARDING, 4680 - *Jabulile Princess*
170. Vivian Mathe - 770316 0589 *** - L562 Jeppe Street, Jeppe Post Office, JOHANNESBURG, 2000 - *Thandiwe*
171. Vhonani Mudau - 850712 5637 *** - Tshidzini Village, , THOHOYANDOU, 0950 - *Okhethwaho Theophelus*
172. Ntsikelelo Moses Kwanini - 000101 6453 *** - 23 Moss Place, Montrose, PIETERMARITZBURG, 3201 - *Ntsikelelo Jonathan*
173. Emmanuel Kgamatu Mkhabela - 850204 5785 *** - 404 Block Dd , , SOSHANGUVE, 0152 - *Emmanuel King*
174. Duduzile Goniwe - 840408 0529 *** - 99 Ruimsig Palms, , RUIMSIG, 1724 - *Mbalenhle Duduzile Zamelihle*
175. Aziza Schoeman-De Bruin - 860628 0185 *** - 12 Tulp Street, Riebeck, KASTEEL, 7307 - *Nicky*
176. John Morwatlokwe Mokoto - 910128 5420 *** - 10661 Magogoe-Tlhabologo, , MAHIKENG, 2745 - *Thapelo John*
177. Nikita Uyathandwa Thethwayo - 020307 0513 *** - Shikishelo Area, , MTUBATUBA, 3935 - *Xolisile Patricia*
178. Makhwenke Klaas - 790906 5844 *** - 148 Sakuba Street, , ZWIDE, 6201 - *Kwanele Mike*
179. Sannie Rikhotso - 920210 0588 *** - Mphambo Village, , MALAMULELE, 0982 - *Khongelani Issa*
180. Micheal Stanley Henkeman - 901229 5076 *** - 114 Olympic Crescent, Silvertown, ATHLONE, 7764 - *Michael*
181. Chantal Salie - 870804 0131 *** - Plot 1143, Sandvlei, FAURE, 7130 - *Mushfeeqa*
182. Asheeqah Aspelng - 891225 0209 *** - 6c Hillary Way, Lavender Hill, RETREAT, 7945 - *Crystal*
183. Maditaba Mofokeng - 990225 0819 *** - 30 Lewis Avenue, , VEREENIGING, 1939 - *Maditaba Judy*
184. Mahlomola Kennedy Hamese - 810710 6024 *** - 39271 Ravele Street, Vista View, MAMELODI EAST, 0122 - *Mahlomola Kenny*
185. Euodia Hope Haliem - 900627 0240 *** - 22 Erie Street, Portland, MITCHELLS PLAIN, 7824 - *Imaan*

186. Mathias Shunmugam - 970106 5570 *** - 310 Basson Street, , CENTURION, 0157 - *Yuvan Muthukrishnan*
187. Mogau Christina Ramatsimele Mphahlele - 811204 0883 *** - Mamabolo Village, , MPHAHLELE, 0736 - *Mabakgonyana*
188. Gobonaemang Suzan Mohutsioa - 800818 0796 *** - 314 Vaalbank, , MBIBANE, 0449 - *Gobonamang Suzan*
189. Patience Boitshoko Mohlabani - 780808 0553 *** - 640 Phomolong Section, Maile, ROOIKRAAL, 0314 - *Habibah*
190. Masonwabe Dumalisile - 981015 0646 *** - 53 Tamboi Circle1noordkyk, , MIDRAND, 1687 - *Masonwabe Yolo*
191. Alumpedo Nicola - 010121 0295 *** - Cwecweni Area, , ENGCOBO, 5050 - *Alumpedo*
192. Billy Tanatswa Mutandiro - 010220 5245 *** - Stand No 485, Rockdale, MIDDELBURG, 1050 - *Billy Okuhle*
193. Patiswa Rasmeni - 781230 0477 *** - U-383 Juwela Crescent, Site B, KHAYELITSHA, 7484 - *Liqhame*
194. Ketsi Mvula Reuben Mthuli - 830717 5292 *** - Fairview Mission, Ward 13, UMZUMBE, 4225 - *Ketsi Reuben*
195. Mpendulo Senzo Majola - 960222 5879 *** - Dweshula, Ward 01, PORT SHEPSTONE, 4240 - *Nthuro Khaflandi*
196. Mathiba Maria Seabi - 940408 0712 *** - Stand No 227, Sahara Village, GA-MAMABOLO, 0728 - *Salome Mathiba Maria*
197. Kompil Daniel Kompil - 960723 5444 *** - 3138 Extension 5, , WINBURG, 9420 - *Sowenzile Daniel*
198. Phelokazi Ntloya - 910824 0867 *** - 4225 Extension 03, Wedela, CARLETONVILLE, 2499 - *Phelokazi Isenathi Grace*
199. Moyabo Ditshego Phaka - 010521 0744 *** - 468 Block 7, Ga-Madiba, MOKOPANE, 0600 - *Moyahabo Ditshego Kolobe*
200. Zanele Isabella Twala - 871204 0217 *** - 2170 Mvuvu Street, , SOWETO, 1863 - *Bottle Langelihle Isabell Zanele*
201. Pheladi Ratema - 900604 0904 *** - 3373 Seerame Street, Phomolong, TEMBISA, 1632 - *Lebogang Pheladi*
202. Boitumelo Thabang Rakale - 000713 0032 *** - 144 Peter Road, Ruimsig, ROODEPOORT, 1724 - *Boitumelo Mariah*
203. Puleng Maletsiri Phala - 940304 0298 *** - 29180 Zizwe Street, Extension 11, TSAKANE, 1550 - *Puleng*
204. Ramadimetsa Christina Masenya - 910705 0552 *** - 20449 Sekgakgapeng Village, , MOKOPANE, 0600 - *Lebogang*
205. Mpho Faith Lamola - 830910 0889 *** - 480 Block Bb, , SOSHANGUVE, 0152 - *Zanda Mpho Faith*
206. Adolf Makofane - 920406 5873 *** - 58 Mohlabane Street, , SAULSVILLE, 0008 - *Adolf Thato*
207. Kamva-Qama Tambekile - 990623 0637 *** - Ntlonze Area, Qamata, COFIMVABA, 5380 - *Kamva-Qama Qayiya*

208. Allen Tshikani Risimati - 831117 5609 *** - 2642 Lemur Street, Riverside View, Extension 33 FOUR WAYS, 2194 - *Allen*
209. Jabu Lancelot Nkosi - 790802 5564 *** - 703 Mohlala Street, Vosloorus, BOKSBURG, 1475 - *Bongani*
210. Nokubonga Vivian Shugu - 780601 0577 *** - 2994 Nu1, , MDANTSANE, 5219 - *Nokubonga*
211. Manyane Andrew Maphutha - 840608 5585 *** - 4295 Block 08, Ackerville Flats, WITBANK, 1039 - *Maudi Andrew*
212. Mzomhle Mafestina - 950119 5717 *** - Mtambalala Area, , LUSIKISIKI, 4820 - *Mzomhle Luvo*
213. Durban St\Orm Brian Ray - 910412 5100 *** - Unit 15, Bridgefield Estate, Leander Road, PRETORIA EAST, 0081 - *Duran Storm Brian*
214. Molebogeng Sotyantya - 990818 0673 *** - 604 Morogorogo Street, Extension 2, TISANE, 2650 - *Molebogeng Nolubabalo*
215. Tsebang Prudence Dube - 930227 0178 *** - 35 Thomas Street, , BARKLY WEST, 8375 - *Kgosigadi Tsebang Prudence*
216. Mellmoth Nabishe Mashigo - 890824 5304 *** - 1578 Block TT, , SOSHANGUVE, 0152 - *Tebogo Mellmoth Nabishe*
217. Mantwa Evelina Nkaleshane - 900530 0379 *** - 871 Mogokari Street, Lebalebe, MAKWASSIE, 2650 - *Grace Lerato*
218. Mampyane Moagishi Matlala - 960327 0622 *** - 29101 Sedibelo Street, Extension 5, MAMELODI EAST, 0122 - *Naso Maria*
219. Lerato Caroline Sekati - 910801 0449 *** - 1046 Mogokare Street, , MAKWASSIE, 0650 - *Esther Glory*
220. Ashleigh Paige Eksteen - 990305 0119 *** - 40 Carlton Avenue, Dawncliffe, WESTVILLE, 3610 - *Aaliyah*
221. Kedibone Betty Selloe - 850120 0455 *** - 176 Maltzan Street, , PRETORIA WEST, 0183 - *Kim Mpho*
222. Bebbie Lee Bessenger - 870107 0197 *** - 49 Regent Avenue, Bluff, DURBAN, 4052 - *Debbie Lee*
223. Keikantsemang Hilda Moeti - 951222 0779 *** - 1413 Extension 2, , WOLMARANSSTAD, 2630 - *Overflow Acts*
224. Keeshia Joy Gobey - 031006 0358 *** - 20 Sapphire Crescent, Rocklands, MITCHELLS PLAIN, 7785 - *Qadirah*
225. Maite Precious Molepo - 911205 0837 *** - 360 Paul Kruger, , PRETORIA, 0002 - *Preciouslight Lebone*
226. Phumzile Mgwevu - 810716 0697 *** - 1215 Pheasant Street, , WESTONARIA, 1779 - *Phumzile Aaliyah*
227. Busesewe Nkorane - 010205 1288 *** - 8165 Mayfield, Extension 1, DAVEYTON, 1520 - *Busisiwe*
228. Maxhoseni Madyaka - 940306 6254 *** - 1099 Chris Hani Street, , KIRKWOOD, 6120 - *Maxie Siyabulela*
229. Johannah Kemoratile Moatshe - 031015 0497 *** - 5634 Zone 4, , GA-RANKUWA, 0208 - *Kemoratile Johannah*
230. Naphtaly Marumo - 901125 5547 *** - 19463 Extension 13, , KANANA, 2619 - *Kgepudi Naphtaly*
231. Tiny Dladla - 801031 0407 *** - 1338 Ramabini Street, Extension 1, Nyanyathu, Springs, 1575 - *Nthabiseng tiny*

DEPARTMENT OF HOME AFFAIRS

NO. 2521

23 September 2022

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

Notice is hereby given of Government Gazette No.47133 which, was published in Government Gazette No 2324 dated 29 July 2022 , is hereby rectified to read as follows

1. Moziwakhe Anthony Montjane - 770918 5662 *** - 2926 Kwena Street, Tokoza, ALBERTON, 1426 - *Mselanto Anthony*

Notice is hereby given of Government Gazette No.46705 which, was published in Government Gazette No 2374 dated 12 August 2022 , is hereby rectified to read as follows

1. Peter Thivhundzisi Lukoto - 730829 5135 *** - 3 Tiirae Drive, Crown Gardens, ALBERTON, 2091 - *Thivhudzisi*
2. Mahlomola Mohlala - 920401 5955 *** - Ad 172 Siyahlala, , ATTERIDGEVILLE, 0008 - *Mahlogonolo*
3. Letumile Manotoane - 980922 0354 *** - 866 Balekani Street, Extension 2, LANGAVILLE, 1550 - *Matshidiso Elizabeth*
4. Quadé Bonelle - 980401 5638 *** - 27 Edward Avenue, , GERMISTON, 1408 - *Quaid*

Notice is hereby given of Government Gazette No.31583 which, was published in Government Gazette No 1219 dated 14 November 2008 , is hereby rectified to read as follows

1. Neville Bennington - 580303 5081 *** - 18 Helderberg Village, , SOMERSET, 7219 - *Nevil*

Notice is hereby given of Government Gazette No.46884 which, was published in Government Gazette No 2477 dated 09 September 2022 , is hereby rectified to read as follows

1. Phirwane Japhta Mabilu - 791006 5884 *** - 115A-12th Avenue, , EDENVALE, 1609 - *Ntome Jafta*
2. Alfred Sikhumbuzo Magqala - 750912 5892 *** - 1866 Embekweni, , POSTDAM SOUTH, 5200 - *Sikhumbuzo Alfred*
3. Edward Mzwanele Haram - 760920 5902 *** - 2832 Zone 7, Thembaletu, GEORGE, 6529 - *Mziwanele*

Notice is hereby given of Government Gazette No.31485 which, was published in Government Gazette No 1085 dated 10 October 2008 , is hereby rectified to read as follows

1. Nomveliso Prudence James - 731023 0894 *** - 44 Tanda Bantu Street, Dunoon, MILNERTON, 7441 - *Nosiviwe Prudence*

DEPARTMENT OF HOME AFFAIRS

NO. 2522

23 September 2022

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*:

1. Malibongwe Nathaniel Zide - 940520 5544 *** - 234 This Way Street, , STERKSPRUIT, 9762 - *Gqetywa*
2. Pfunzo Dzivhani - 910906 5558 *** - Tshivhulani Village, , THOHOYANDOU, 0950 - *Nemalili*
3. Tumelo Edwin Moje - 990319 5645 *** - 10507 Nenny Street, Zamdela, SASOLBURG, 1949 - *Mzizi*
4. Catherine Nthabiseng Mokoete - 830302 0924 *** - 1353 Phase 2, Lebanon, MABOPANE, 0190 - *Setshedi*
5. Livhuwani Oscar Mahuwa - 820924 5608 *** - 1226 Inyoni Street, Diepsloot Ext 4, RANDBURG, 2189 - *Nevhungoni*
6. Kamogelo Ezekiel Morobane - 010225 5748 *** - House No 524, Masasallo Section, BAPONG, 0305 - *Ngobeni*
7. Themba Sayidi Said - 600311 5532 *** - Obizo Area, , EMPANGENI, 3880 - *Xulu*
8. Bukhosibakhe Creator Nkosi - 960130 5314 *** - D705 Ezakhe, , MNAMBITHI, 3325 - *Mabunda*
9. Ntandoyenkosi Innocent Gumede - 740502 5628 *** - 2 Jakaranda Street, Arboretun, RICHARDS BAY, 3900 - *Mvundla*
10. Lungelo Mncwabe - 030818 5824 *** - Jessie Zwane Road, , EDENDALE, 3201 - *Zikalala*
11. Alpheus Alelate Mathoko - 801017 5848 *** - Taaibosch Village, , BOCHUM, 0790 - *Sasebola*
12. Cleo Vutharhi Mkhomazi - 040824 5553 *** - Stand No 761, , MKHUHLU, 1246 - *Ndhlovu*
13. Nkosikhona Given Mahlangu - 960629 6043 *** - 2388- 13th Street, Emzinoni Township, BETHAL, 2310 - *Madonsela*
14. Siyamcela Phikwana - 030805 6090 *** - Maritombe Area, , QUMBU, 5151 - *August*
15. Tebatso Makgale Pholoane - 000209 5830 *** - Dicheung Village, , JANE FURSE, 1085 - *Choma*
16. Kgagudi Solomon Madihlaba - 780502 5801 *** - Vieisboom, , NEBO, 1085 - *Nkadimeng*
17. Simon Mashishi - 940808 5772 *** - A3/0135 Mokopane, Mamone, GA MANYAKA, 1063 - *Tema*
18. Monoshi Kgatuke - 860125 5615 *** - Kome Village, , MARISHANE, 1064 - *Tolamo*
19. Thabiso Kwanele Mfeka - 031012 5860 *** - J 186 Umlazi Township, , UMLAZI, 4031 - *Gumede*
20. Kamohelo Clement Jack - 040103 5943 *** - M809 Thusanong, , LADYBRAND, 9745 - *Ntshasa*
21. Sabelo Dladla - 040628 5360 *** - C 1214 Umlazi Township, , UMLAZI, 4066 - *Makhanya*
22. Gregory Xolani Ngcutushe - 861126 5349 *** - 5738 Phase 2, , BRAAMFICHER VILLE, 1725 - *Gcinisa*
23. Phuduga Johannes Nyelenda - 810709 5591 *** - 6360 Kganyane Street, , MOHLAKENG, 1759 - *Modise*
24. Abram Lentikile Mashiga - 740624 6186 *** - 19438 Extension 19, , JOUBERTON, 2574 - *Malgas*
25. Mukelani Dubazane - 040406 5908 *** - Esinqumeni Area, , MSINGA, 3010 - *Khanyile*
26. Tshediso Nephthalie Lekula - 930102 5173 *** - 1101 M Section, , BOTSHABELO, 9781 - *Ligunya*
27. Dineo Sophia Toute - 010415 1208 *** - 370 Madibana Section, , DRIEFONTEIN, 2887 - *Mogwe*
28. Tshepo Mophuti - 770209 5667 *** - 41 Mokoena Crescent, Extension 2, LOTUS GARDENS, 0008 - *Pitjo*
29. Ruben Bezuidenhout - 040308 5071 *** - 6 Pitt Brown Ave, Olive Hill, BLOEMFONTEIN, 9301 - *De Wet*
30. Ntjhiye Justice Mphirime - 980907 5836 *** - 1291 Petsana, , REITZ, 9810 - *Mofokeng*
31. Regardt Sarel Hatting - 910705 5873 *** - 2nd Long Street, , WARRENTON, 8530 - *Potgieter*
32. Azwindini Zeldah Nelomba - 030301 1054 *** - 23 Wenakker Place, , ELANDSPOORT, 0183 - *Themeli*

33. Lemuele Phuti Sephesu - 911113 5667 *** - 20150 Maganagobushwa, , MDUTJANA, 0472 - *Ramatsetse*
34. Babusisiwe Senamile Ntombizefa Mchunu - 991104 0309 *** - 104 South Street, , VRYHEID, 3100 - *Mafifi*
35. S'phamandla S'boniso Professor Zulu - 900810 5656 *** - A814 Ayanda Mashna Road, Folwen Township, UMBUMBULU, 4105 - *Mchunu*
36. Zwelakhe Sibeko - 821025 5615 *** - 12386 Extension 3, Robert Selepe, Kagiso, MOGALE CITY, 1754 - *Mpitso*
37. Rabelani Ramulumo - 880723 5699 *** - Stand No 482, Fhedzisani, VUWANI, 0952 - *Munyai*
38. Masetle Rekie Motloutsi - 871105 5780 *** - Tickyline Village, , NAPHUNO, 0857 - *Makgoba*
39. Mbuelo Ronald Mufamadi - 941001 5497 *** - P O Box 1538, , THOHOYANDOU, 0950 - *Mulovhedzi*
40. Tshepo Donald Nkhuna - 860504 5391 *** - Mshengu Village, , MOLETLANE, 0697 - *Manale*
41. Cebisile Mbali Ndebele - 001128 0798 *** - Kwamnyathi Area, , VRYHEID, 3100 - *Xulu*
42. Thobani Sokhela - 000524 5819 *** - Bhubesini Area, , TUGELA FERRY, 3010 - *Mntungwa*
43. Lwazi Neo Magatolle - 040409 5732 *** - 17 Pheasant Street, , SHARON PARK, 1496 - *Phakathi*
44. Maahlamela Moses Ramokati - 850425 5839 *** - 14666 Mothabare Street, , ATTERIDGEVILLE, 0008 - *Machaba*
45. Dikeledi Johana Mohlaloganye - 671230 0637 *** - Stand No 1253, Gamakanye, SOVENGA, 0727 - *Lebese*
46. Lilitha Ndabangaye - 960731 5359 *** - 7401 Horsehoe, , KOKSTAD, 4700 - *Madlala*
47. Mbali Pootona - 930718 0814 *** - 443 Mannya Street, Mofolo Village, SOWETO, 1804 - *Mahlangu*
48. Maite Rosina Manamela - 570617 0759 *** - 338 Moletjie, Mamadila Village, SESHEGO, 0751 - *Mashiane*
49. Daphney Mbali Hola - 001211 0777 *** - Annville Area, , DANNHOUSER, 3080 - *Mpanza*
50. Mpholo Johannes Letsolo - 520122 5407 *** - Mphane, , GA MASEMOLA, 1060 - *Serepo*
51. Sipho Robinson Elijah Manamela - 870814 5553 *** - 260 Waterbok Street, , NINAPARK, 0182 - *Makwela*
52. Dewalt Lenro Lindeque-Fouche - 990622 5154 *** - 43 Tsitsikamma Street, , TRICHARDT, 2300 - *Lindeque*
53. Katlego Tihapane - 851112 5828 *** - 1393 Block C, , MABOPANE, 0190 - *Pooe*
54. Bayana Nicolas Shingange - 940331 5342 *** - Unit 14 Cliftop Read, Onyx Estate, Beverly, FOURWAYS, 2191 - *Mkhacana*
55. Philisiwe Mchunu - 981111 0644 *** - P O Box 2454, , TUGELA FERRY, 3010 - *Dladla*
56. Nonjabulo Happiness Sithole - 900707 0921 *** - Mkhamba Area, , LADYSMITH, 3370 - *Ndlovu*
57. Samukelo Jerry Masina - 011030 5448 *** - 2970 Nhlapho Street, Sakhile, STANDERTON, 2431 - *Madlabane*
58. Christina Mantsha Raphadu - 800623 0788 *** - 275 Shabangu Street, Section A, MAMELODI WEST, 0122 - *Matlala*
59. Khayaletu Telven Msibi - 950227 5451 *** - C4104 Section 4, , MADADENI, 2951 - *Mazibuko*
60. Daisy Ziliso - 810804 0489 *** - 70 C Marria Street, , KOKSTAD, 4700 - *Rosewall*
61. Andile Ngidi - 000130 5291 *** - F818 Cyrizulu Road, , UMLAZI, 4066 - *Mgenge*
62. Sinenhlanhla Phindani Shezi - 001020 5795 *** - Esijozini Area, , TUGELA FERN, 3010 - *Funeka*
63. Rashida Amanda Twaibu - 950911 0720 *** - F1040 Nyati Dlamini Street, Chiawelo, SOWETO, 1818 - *Nsibande*
64. Ketutule Spelele Mtetha - 990418 5112 *** - Oyemini Reserve, , ESHOWE, 3815 - *Ngema*
65. Zanele Mogorosi - 971023 0176 *** - 1098 Nkosi Street, , JABULANI, 1868 - *Letoaba*
66. Phumlani Mthethwa - 910426 5247 *** - 881 Marime Street, , KLIPSPRUIT, 1475 - *Maseko*
67. Mankone Patience Makhura - 990425 0835 *** - 528 Moteong, Extension, TEMBISA, 1632 - *Mafemo*
68. Wandile Di-Caprip Maxam - 000601 5263 *** - 16385 Matheson Street, , BENONI, 1530 - *Nkosi*
69. Andiswa Segopotso Sekome - 040706 1011 *** - Stand No 499, House No 3005, Sefoma, ACORNHOEK, 1360 - *Maaboi*
70. Nontando Zwakele Fakude - 870125 0558 *** - J1778 Umkhombe Street, Esikhawini Township, ESIKHAWINI, 3887 - *Zulu*

71. Hape Candice Phoolo - 981008 1114 *** - 81 Market Street, , VIRGINIA, 9430 - *Sejake*
72. Asimthande Simphiwe Mhlumayo - 031124 0959 *** - Kwanzimakwe, Ward 10, MARGATE, 4275 - *Ngeleka*
73. Sanele Praiseworth Gasa - 030915 5790 *** - Oshabeni Location, Ward 4, PORT SHEPSTONE, 4240 - *Khuzwayo*
74. Thokozani Agreement Erasmus - 970218 6423 *** - 1358 Maharaj, , DUDUZA, 1496 - *Dhlamini*
75. Kgotlelelo Abednico Magabe - 000922 5161 *** - 3127 Duduza, Block D Section, DUDUZA, 1496 - *Motene*
76. Khomotso Godfrey Seloka - 960831 5548 *** - Stand No 66, , NGWAABE, 1058 - *Makofane*
77. Petunia Mokgadi Kgathi - 960509 0470 *** - 841 Finetown, , GRASMERE, 1828 - *Ramokgopa*
78. Jonas Mapogo Molewo - 960822 5569 *** - G Molepo, Laastehoop, THOLONGWE, 0734 - *Molepo*
79. Kagiso Tanzwane - 920204 5350 *** - 794 Mohlolo, Extension 21, NELMAPHIUS, 0122 - *Maapola*
80. Rudzani Jnr Mukundi Mukhanu - 011208 5133 *** - House No 227 A, Waterval, ELIM, 0960 - *Mutengwe*
81. Ompha Mukhanu - 970914 0361 *** - House No 227 A, Waterval, ELIM, 0960 - *Mutengwe*
82. Nyakallo Thato Sharon Litsoane - 891218 0452 *** - 12012 Harry Gwala, Zamdela, SASOL, 1949 - *Masiane*
83. Maruping Sam Mojanaga - 770307 6247 *** - 25 O J Pikiro Street, , PUDIMOE, 8580 - *Batshe*
84. Mlungisi Innocent Mkhonza - 970208 5554 *** - P505 Section7, , MADADENI, 2951 - *Radebe*
85. Moseki Ori Mosehla - 940217 5458 *** - House Number 10294, , LYDEN, 0700 - *Lefawane*
86. Omphemetse Lawrence Tiadi - 930602 5835 *** - Ga Thulo Section, , KRAAIPAN, 2747 - *Selogatwe*
87. Ntlaleya Juniour Mailula - 040124 5298 *** - House No 22f, Luthuli Park, SESHEGO, 0742 - *Masipa*
88. Johannes Mogothla Tshukudu Mashimbye - 740123 5298 *** - 3400 Blue Bush Street, Extension, NATURA, 2095 - *Sebitlo*
89. Sifundo Sigwebela - 860704 5431 *** - Embangweni, Ward 05, HARDING, 4680 - *Ncayiyana*
90. Mlungisi Innocent Dimba - 850714 5363 *** - 20 Gadyine Pelham, 293 Alezander Road, PIETERMARITZBURG, 3201 - *Mazibuko*
91. Refiloe Bridget Phoolo - 981008 1115 *** - 81 Market Street, , VIRGINIA, 9430 - *Sejake*
92. Batseba Kefilwe Sekudu - 880618 0523 *** - 613 Ramogotsi Section, , CHANENG, 0310 - *Molewa*
93. Nosihle Cassandra Kunene - 961226 1031 *** - 9 South Street, , BERVILLE, 3350 - *Mlilo*
94. Sphamandla Nkomo - 970823 5463 *** - Oshabeni, Ward 04, PORT SHEPSTON, 4240 - *Lushaba*
95. Thabo Pleasure Lekgoara - 790728 5511 *** - Stand 3228, , MAGANA, 3225 - *Aphane*
96. Herold Ngobeni - 860521 5467 *** - Nkunzana Village, Stand No 523, KHOMANANI, 0920 - *Nhlayisi*
97. Chameun Magabe - 931008 0591 *** - 3127 Duduza Block D, , TEMBISA, 1632 - *Motene*
98. Macdonald Lehlogonolo Mokwele - 860421 5392 *** - 07 Bloubokkie Turn, , ALLENS NEK, 1709 - *Kganyago*
99. Bongani Shirinda - 010424 5473 *** - 7445 Extension 2, Moleleki Section, KATLEHONG, 1431 - *Macamo*
100. Tshimollo Mashilwane - 950520 0377 *** - 19827 Giraffe Street, , MAMELODI EAST, 0122 - *Matau*
101. Tshiamo Mashilwane - 991022 5496 *** - 19827 Giraffe Street, , MAMELODI EAST, 0122 - *Matau*
102. Patricia Tryphina Mphahane - 770119 0596 *** - 3760 Ngcobo Street, , VOSLOORUS, 1495 - *Sibeko*
103. Sizwe Tshupo Zondo - 921229 5333 *** - 5013 Pilane Street, , JOHANNESBURG, 1804 - *Nhlabathi*
104. Funky Steven Mosia - 800701 5762 *** - 3308 Franklison Street, Extension 5, ALBERTON, 1458 - *Solani*
105. Bongane Happieness Maseko - 901015 5579 *** - 027 Phasha Maloka, , KLIPGAT, 0202 - *Malapane*
106. Dimakatso Monesa - 960821 0726 *** - 3492 Gholf Street, , WITPOORTJIE, 1724 - *Maubane*
107. Simon Jabulani Dlamini - 961214 5606 *** - 1815 Lebong Section, , THEMBISA, 1632 - *Moree*
108. Caroline Zodwa Msiza - 000101 1896 *** - 36068 Mokhine Street, , MAMELODI EAST, 0122 - *Phelembe*

109. Karabo Mosamo - 000525 0888 *** - 1773 Ntombelo Street, , TSAKANE, 1550 - *Zwane*
110. Precious Tsholofelo Maluleka - 850102 0649 *** - 33 Stronger Street, Montana Gardens, MOTANA, 0182 - *Gafane*
111. Tapiwa Molebogeng Ndlovu - 040517 5097 *** - 44 Kingston Road, Dinwiddie, GERMISTON, 1401 - *Kganakga*
112. Tebogo Muchapiwa Ndlovu - 040517 5096 *** - 44 Kingston Road, Dinwiddie, GERMISTON, 1401 - *Kganakga*
113. Sbusiso Brightman Mseleku - 990222 5491 *** - Malangeni, Ward 08, UMZINTO, 4200 - *Gumede*
114. Nkosikhona Request Shezi - 891207 5878 *** - 43 A New Dunbar, , MOYVILLE, 4091 - *Mbele*
115. Cohen Ethan Kokkie - 890128 5114 *** - 256 Wynberg, , EERSTERUST, 0022 - *Heyns*
116. Mluleki Dube - 891221 5504 *** - Bhobhoyi Location, , PORT SHEPSTONE, 4240 - *Sontsele*
117. Medri Thauwele Makgoale - 920923 6057 *** - 410 Ramaphosa, Extension 2, BOKSBURG, 1459 - *Motala*
118. Lucky Thomas Makitla - 841220 5303 *** - 18513 Tswaimagwaza Street, , MAMELODI EAST, 0122 - *Sikhosana*
119. Reginald Sibusiso Msiza - 910602 5703 *** - 36068 Mokhine, Extension 22, MAMELODI EAST, 0122 - *Phelembe*
120. Aphelele Mgandela - 011209 0794 *** - Mzimhlanga, , MZIMKULU, 3292 - *Tshobeni*
121. Siyagonga Sizwe Magwenyane - 861015 5617 *** - 1399 Padi Street, Katlehong, JOHANNESBURG, 1401 - *Mhisi*
122. Colimear Vukani Muthakhi - 801218 5486 *** - 3022 B Zone 10, Meadowlands, SOWETO, 1852 - *Mahlaba*
123. Simphiwe Zondi - 950209 5179 *** - 41 Witels Street, Leeuwkop, BRYANSTON, 2021 - *Nzuza*
124. Sifiso Mpulu - 870421 5615 *** - 21 Emkhathini Section, , TEMBISA, 1632 - *Manana*
125. Thando Monica Hosi - 000225 0417 *** - 5735 A Mbulelo Street, Zone 5, DIEPKLOOF, Soweto - *Phiri*
126. Richard Tebogo Makhubela - 820817 5360 *** - No 7 Mopani Close, Beverley, SANDTON, 2191 - *Phiri*
127. Zandile Khumalo - 910817 0248 *** - 307 Mngadi Section, , KATLEHONG, 1431 - *Kuzwayo*
128. Malekoa Leteane - 891129 0215 *** - 3519 Tshongweni Section, , KATLEHONG, 1431 - *Mokoena*
129. Lungile Phumela - 991226 0244 *** - 30014 Extension 11, , MEADOWLANDS, 1852 - *Dali*
130. Elsie Phindile Phumela - 950617 0745 *** - 30014 Extension 11, , MEADOWLANDS, 1852 - *Dali*
131. Saneliso Opella Frederica Sithole - 930303 0524 *** - Stand No 5578, , KANYAMAZANE, 1204 - *Mkhonto*
132. Sihle Sabela - 940809 0646 *** - 9928 Ikhwezi, , MADADEN, 2951 - *Mpofu*
133. Mzamo Daniel Dlamini - 790413 5449 *** - 221 Section C, , OSIZWENI, 2952 - *Mbila*
134. Ernest Maipato Mokgatsi - 890604 5469 *** - 11 Bologna Road, , EVANDER, 2280 - *Zulu*
135. Desmond Nqobizwe Mavimbela - 770425 5541 *** - 388 Ward A, , OSIZWENI, 2951 - *Mkhwanazi*
136. Mandla Goodman Sibeko - 871124 5370 *** - Stand No 826, Tekatakho, KABOKWENI, 1245 - *Sikhonde*
137. Jabulani Innocent Gumede - 910712 5898 *** - 18 Bathurst Street, Makhanda, GRAHAMSTOWN, 6139 - *Mnyango*
138. Tshepo Maupa Makola - 910222 5682 *** - Ga Mogashoa, , SEKHUKHUNE, 1124 - *Thobejane*
139. Benjamin Molomo - 981128 5147 *** - 501 Ramolongwane, Zone 1, MEADOWLANDS, 1852 - *Mokoena*
140. Ramaesela Grace Ramaisa - 730727 0446 *** - Magatle Area, , GOMPIES, 0631 - *Lekgoathi*
141. Masopa Philemon Maweya - 880218 5870 *** - Stand No 8621, Makgongoana, GA MOTHAPO, 0727 - *Tladi*
142. Reshoketswe Rasekgala - 901124 0397 *** - Makotse, , LEBOWAKGOMO, 0737 - *Barties*
143. Pricela Phindile Njiva - 910810 0385 *** - 1959 Moleleki, Extension 3, KATLEHONG, 1431 - *Mntambo*
144. Sphiwe Kamohelo Radebe - 960816 5252 *** - 325 Matombo Street, Extension 28, VOSLOORUS, 1475 - *Motsepe*
145. Molatelo Phillipine Kgokulohu - 010505 0707 *** - 273 Saiz Village, , RADITSHABE, 0710 - *Boloka*
146. Patrick Mangweng Makinta - 780126 5627 *** - Stand No 2297, Ditshwaneng Section, MARAPYANE, 0431 - *Mangoedi*

147. Nhlakanipho Ndumiso Msizi Mpanza - 001018 5308 ** - Dlovinga Ward 33, , IZINGOLWENI, 4260 - *Ntombela*
148. Marilynn Naledi Malaphana - 890904 0403 *** - Ward 20 Turton, Mtwalume, PORT SHEPSTONE, 4240 - *Madlala*
149. Thalente Nene - 030621 5504 *** - P O Box 930, , MAHLABATHINI, 3865 - *Mdlalose*
150. Ashante Yolanda Mabuza - 030923 0624 *** - Stand 5278, Naas, Uthokozane, KOMATIPOORT, 1346 - *Ngobeni*
151. Sthembiso Sfundo Maduma - 990207 6088 *** - 155 Mhlongo Farm, , VRYHEID, 3100 - *Kubheka*
152. Thembi Lettie Phetla - 030723 0806 *** - 66 Stand No 1927, , KWAMHLANGA, 1022 - *Mtsweni*
153. Mfundo Leefnet Ndlala - 030819 5901 *** - Stand 217, Tonga View, TONGA, 1341 - *Shabangu*
154. Letseka Paulos Nhlapo - 770202 6545 *** - Stand 81, Phabe, MMAMETLHAKA, 0432 - *Matshaneng*
155. Siyabonga Simphiwe Msomi - 840214 5400 081 - 8684 Forester Lane, Apex, North Carolina, UNITED STATE OF AMERICA, 27539 - *Mathenjwa*
156. Kabelo Given Phiri - 841129 5316 *** - 376 Letlhabile Block G, , BRITS, 0250 - *Losake*
157. Thabang Eric Letsapa - 830209 5377 *** - 294 Marija Street, Annlin 99, Annlin, PRETORIA, 0189 - *Ratsoga*
158. Bongani Cedrick Mthembu - 890410 5708 *** - 5921 Qubu Road, Nazareth, PINETOWN, 3610 - *Jali*
159. Sinothando Mlotshwa - 000125 0711 *** - C674 Amanzimtoti Road, , KWAMASHU, 4359 - *Zwane*
160. Omphile Siphon Molepo - 030731 5296 *** - 44 Nqolase Street, , ATTERIDGEVILLE, 0008 - *Beta*
161. Mboneni Godfrey Rivhombi - 821224 5978 *** - Ivory Park, Extension 3, MIDRAND, 1768 - *Murivhami*
162. Mabutho Nduduzo Zondi - 831214 5867 *** - Nadi Location, , ELANDSKOP, 3226 - *Mbatha*
163. Mohale Manuel Molewa - 790603 5871 *** - 20397 Extension 10, , SOSHANGUVE, 0152 - *Phoshoko*
164. Mxolisi Poswa - 830330 5438 *** - Nokweja, , IXOPO, 3276 - *Ngcobo*
165. Mokgaetjie Gladys Hlangwani - 680808 1169 *** - Extension 8, , MOOKOPHONG, 0560 - *Makhubela*
166. Sanele Morgan Kumalo - 011025 5424 *** - 5539nonjekwa Street, , DUDUZA, 1496 - *Ceki*
167. Gwyneth Nompumelelo Zondi - 840705 0524 *** - B1547 Richmond Farm, Phindangene Road, Ntuzuma, KWAZIMELE, 4360 - *Dladla*
168. Nonhlanhla Busisiwe Manqele - 871224 0455 *** - Mahunu Area, Portdunford, Ward 18, ESIKHAWINI, 3887 - *Mhlongo*
169. Awonke Gala - 920613 5420 *** - 2035 Ingwevu Street, , MOLTENO, 5500 - *Kabi*
170. Katleho Quenton Mokoena - 970908 5410 *** - 089 Phanamong Village, , WITSIESHOEK, 9870 - *Maboea*
171. Thembile None - 870324 5684 *** - 5025 Bongweni Street, Langabuya, MBEKWENI, 7626 - *Mnisi*
172. Morgan Jabujlani Mofokeng - 881228 5892 *** - 3295 Ndaba Street, , BETHLEHEM, 9701 - *Xaba*
173. Noddia Nontombi Maria Cebisa - 930326 0322 *** - Madakana Ward 22, Murchson, PORT SHEPSTONE, 4250 - *Mdingi*
174. Gabriel Burns Tyron Young Venter - 931109 5271 *** - 6 Buccholtz Street, Vincent, EAST LONDON, 5247 - *Young*
175. Lebogang Marotho Lekala - 960824 5464 *** - 16 Tambotie Flat, Lyeds Street, SUNNYSIDE, 0002 - *Mogoflane*
176. Nothile Nonduduzo Promise Ngwazi - 900813 0877 *** - Eluphepheni Location, , HIGHFLAS, 3306 - *Memela*
177. Tshiamo Justice Kasaba - 000718 5642 *** - Motloding Village, , MAFIKENG, 2745 - *Mokgalagadi*
178. Matimba Douglas Kubayi - 850926 6103 *** - Mbokota Village, , ELIM, 0960 - *Makhubele*
179. Lehlagare Eric Mokabane - 880117 6052 *** - Ga Malaka, , NEBO, 1061 - *Mokwana*
180. Mahlasela Hunadi Makgoba - 971123 0262 *** - 299 General Beyer Street, Melmaby Complex, PRETORIA NORTH, 0182 - *Moatshe*
181. Sabelo Terrence Mchunu - 911213 5406 *** - 93 Gardens Drive, , CATO MANOR, 4091 - *Sibiya*
182. Ngcebo Mankeyana - 010707 5462 *** - Shakaville, , STANGER, 4450 - *Mthethwa*
183. Stanley Junior Christina Chonco - 810925 6038 *** - 778 De Pers, Extension1, NELLMAPIUS, 0122 - *Masango*
184. Tshegofatso Emmanuel Makunyane - 980218 5111 *** - Stand 931, Motetie C2, MOTETI 1, 0477 - *Phahla*

185. Tondani Nemadzivhanani - 870927 5640 *** - Miniini, , THOHOYANDOU, 0950 - *Nthangeni*
186. Claire Patricia May - 811126 0042 *** - 36 Michigan Avenue, , MONTESEEL, 3670 - *Boaga*
187. Haward Mohlala - 891112 5482 *** - 387 Block H, , SOSHANGUVE, 0152 - *Ndhlovu*
188. Lehloholo Lucky Moseme - 890816 5376 *** - Old Roy Road, , NEGEL, 1496 - *Lebese*
189. Godsent Mupaque - 870323 5635 *** - 805 Block V, , MABOPANE, 0190 - *Kobe*
190. Kasabo Isaac Mtsweni - 701226 5860 *** - Ch 26 Chris Hani, Vezibuhle, , KWAMHLANGA, 1022 - *Mahlangu*
191. Zilungile Viola Ngwabe - 740601 0951 *** - Kwanzimakwe, Ward I I, MARGATE, 4275 - *Bhengu*
192. Tebatso Mphethi Thokwane - 840823 5727 *** - Stand No 255, Section A, KWAMHLANGA, 1022 - *Maripane*
193. Thokozani Jetro Mathenjwa - 791225 6973 *** - Bhambanana Area, , INGWAVUMA, 3968 - *Ndlovu*
194. Chobokoane Ephraim Mokua - 850511 5502 *** - 829 Makgakgana Section, Chaneng, RUSTENBURG, 0310 - *Sekgantsho*
195. Thabiso Siza Jila - 990921 5775 *** - Kwanzokuhle Area, , MPOLWENI, 3220 - *Mthembu*
196. Ntuthukofortune Khumalo - 950109 5545 *** - Ezingulubeni Area, , MSINGA, 3020 - *Ngubane*
197. Vutomi Hlungwani - 911008 0343 *** - 9596 Unit 17, , GA RANKUWA, 0208 - *Maluleke*
198. Tetelo Madutlela - 950626 5739 *** - 185 Lotus Gardens, Walter Sisulu, PRETORIA, 0125 - *Mototo*
199. Siyabonga Mabuza - 000331 5978 *** - Lister Farm, , OSIZWENI, 2952 - *Khumalo*
200. Sarie Isaac Motsomane - 810407 5553 *** - 4954 Block N I, Kekana, HAMANSKRAAL, 0400 - *Ramodipa*
201. Buyelani Sabelo Shezi - 980516 5748 *** - Phalafini Area, , TUGELA FERRY, 3010 - *Sithole*
202. Mbhekeni David Myeza - 700519 5587 *** - Kwakhoza Reserve, , ESHOWE, 3815 - *Cele*
203. Bheki Eddie Mchunu - 760928 5837 *** - P O Box 11, , TUTELA FERRY, 3010 - *Dlamini*
204. Melisizwe David Xhanga - 801206 5325 *** - B30 Africa Street, Walmer Location, PORT ELIZABETH, 6001 - *Nabo*
205. Tsholofelo Alicia Malebe - 040829 0419 *** - 238 Justice Mahomed Street, , BROOKLYN, 0181 - *Phalatsi*
206. John Segopotso Moselane - 790810 6157 *** - 3763 Zone 9, , GA RANKUWA, 0208 - *Motaung*
207. Jacob Dunn Mabena - 750723 5666 *** - 4559 Rampa Street, Ackerville, WITBANK, 1039 - *Makgopa*
208. Thapelo Joseph Aphone - 811118 5823 *** - Makweng Village, , ZEBEDIELA, 0634 - *Sebola*
209. Tlotlo Monnapula - 010524 0625 *** - 4665 Extension 38, , MAHIKENG, 2745 - *Molefe*
210. Lerato Emma Mabona - 790315 0340 *** - 5723 Mancoe Street, Kagisanong, BLOEMFONTEIN, 9323 - *Bob*
211. Phillemon Bongani Molo - 880322 5666 *** - 2395 Phol Park, , BLOEMFONTEIN, 9323 - *Moshesh*
212. Mita Motsomane - 850916 0552 *** - 166 Roman Section, , MAROKOLONG, 0400 - *Selokela*
213. Kate Keetseng Moheta - 830210 0439 *** - 75 Zone 1, Ha-Habedi, TEMBA, 0407 - *Moeng*
214. Hlengane William Gumede - 910414 5816 *** - 6454 F4 New Eersterust, , HAMANSKRAAL, 0400 - *Tshabalala*
215. Sbongiseni Khuzwayo - 930110 5223 *** - 1113 Wanda Cele Road, Umgababa, Area 38, AMANZIMTOTI, 4126 - *Ntombela*
216. Manthema Koketso Tukagomo - 961220 5800 *** - 864 B Section, , MOZAMBANE, 0601 - *Sebelebele*
217. Lindokuhle Sihlangu - 010123 5573 *** - Dlangezwa, Ward 99, UMKOMAAS, 4170 - *Komo*
218. Jabu Christophe Ramalepa - 790526 5256 *** - 145 Erick Mayor Street, , PRETORIA NORTH, 0186 - *Maseko*
219. Nokukhanya Princess Khuzwayo - 820325 0407 *** - 1113 Wanda Cele Road, Umgababa, Area 38, AMANZIMTOTI, 4126 - *Ntombela*
220. Kayakazi Bathini - 991004 0803 *** - 1123 Nkubakazi Township, , BUTTERWORTH, 4960 - *Dumezweni*
221. Theophilus Katlego Toyi - 961120 5105 *** - 572 Block G, , SOSHANGUVE, 0152 - *Mathala*
222. Tiisetso Clifford Mokgophe - 930509 5630 *** - 838 B Moagi Section, , HEBRON, 0193 - *Simango*

223. Aobakoe Jacobeth Pooe - 940930 0350 *** - 418 Mmotong Wa Koto, Kgabalatsane, GA RANKWA, 0208 - *Segwati*
224. Tebogo Lizzy Meso - 901213 0944 *** - 840 Zone 21, , GA RANKUWA, 0208 - *Molemane*
225. Thabiso Lobelo - 840509 5541 *** - Bakala Section, Makurwane, VRYBURG, 8601 - *Keraetswe*
226. Thabo Mokodu Finger - 911019 5329 *** - 17 Blloe Crane, 1 Estate, MIDRAND, 1685 - *Leshabane*
227. Mabusha Ngudo - 920223 0443 *** - 308 Jeff Masemola Street, , PRETORIA, 0100 - *Mashimbye*
228. Makhenke Sokoyi - 860313 5782 *** - 21 Q 368 Site B, , KHAYELITSHA, 7784 - *Mankayi*
229. Jabulani Floyd Majola - 860225 5468 *** - 12086 Phase 2, , BRAAMFISHER, 1865 - *Magubane*
230. Rotshidzwa Netshilindi - 960817 5638 *** - 173 Main Street, , JOHANNESBURG, 0001 - *Tshabuse*
231. Gugulethu Mogale - 900403 5470 *** - Windmill Park Estae, , BOKSBURG, 1459 - *Mbatha*
232. Mpho Harrison Mashao - 961212 5631 *** - 285 Vandenberg, , ELAANSPOORT, 0183 - *Tshitavane*
233. Lefa Lwando Jnr Taleni - 981012 5666 *** - 111 Karee Dr, Carlswald Estate, MIDRAND, 1684 - *Tsiane*
234. Sinethemba Sidu - 940910 0488 *** - 139 Makula Section, , KATLEHONG, 1431 - *Mazibuko*
235. Thabiso Nkosi - 020107 5464 *** - 221 Maphanzela Street, Phola, OGIES, 2233 - *Sibanyoni*
236. Praisegod Nhlanhla Khumalo - 821229 5499 *** - 2706 Sibiya Stand, Cl, BLAUBOSCH, 2952 - *Ntuli*
237. Xolani Michael Jele - 850228 5455 *** - Stand 22731, Extension 19, EMBALENHLE, 2785 - *Langa*
238. Jaun-Claude Schambriel - 940630 5133 *** - 10 Tomarisk Stree, Flora Park, STANDERTON, 2430 - *Van Loggerenberg*
239. Innocent Sibusiso Khumalo - 791021 5333 *** - 1691 Sarili Street, Dlamini Extension 1, CHIAWELO, 1818 - *Nzuzo*
240. S'lindelo Christopher Ntshangase - 810924 5520 *** - 24776 Oakland, Nxala Road, MARIANHILL, 3610 - *Mkhize*
241. Lesego Mokhukhwane - 990628 5303 *** - 2423 Extension 2, Block B, LETLHABILE, 0264 - *Masiu*
242. Harmony Matome - 990424 5079 *** - 17803 Kingfisher Street, , PROTEA GLEN, 1818 - *Mazibuko*
243. Prince Mofokeng - 040307 5568 *** - 22088 Extension 14, Kanana, ORKNEY, 2619 - *Spandeel*
244. Philasande Mdakane - 960513 5870 *** - 532 B Senzambkhona Street, Zone 4, MEADOWLANDS, 1852 - *Mbele*
245. Jordan Scott - 991206 5034 *** - 7 Navette Close, , JUKSKEI PARK, 2188 - *Jackson-Scott*
246. Tshogafatso Refilwe Kgosana - 850306 0328 *** - 5833 Zone 5, , GA RANKUWA, 0208 - *Tshilwane*
247. Lucky Shakoane - 940327 5870 *** - 3552 Trust Nobody Street, , KEMPTON PARK, 1635 - *Bila*
248. Lerato Khulu Calvin Molefe - 000209 5534 *** - 4972 Matlala Street, Duduza, NIGEL, 1496 - *Mokwena*
249. Bonginkosi Tony Mtungwa - 910723 5146 *** - 1043butterworth Street, , ROODEPOORT, 1735 - *Hlumbane*
250. Yongama Elvis Gxabu - 860915 5613 *** - 38 A Reiger Road, , WENTWORTH, 4056 - *Allison*
251. Thabiso Welcome Nkumane - 921015 5654 *** - 6773 Extension 6, Thusi Village, ERMELO, 2350 - *Malupi*
252. Sphamandla Innocent Nkumane - 961012 5447 *** - 6773 Extension 6, Thusi Village, ERMELO, 2350 - *Malupi*
253. Bongekile Lilitha Njauza - 940523 0642 *** - Lugelweni Village, , MOUNT AYLIFF, 4735 - *Mbangi*
254. Thapelo Metse Mokoale - 951009 5559 *** - Stand 1061, Makgoda, MOLETJIE, 0710 - *Ramethape*
255. Molimisi Jariious Bahetanye - 820520 5536 *** - B B 63 Thokoza, , GANYESA, 8613 - *Matoane*
256. Actavia Khetiwe Mlambo - 920117 0135 *** - 270 Marshall Street, City And Suburbani Eyethu, House641, JOHANNESBURG, 2104 - *Mdlalose*
257. Zwelibanzi Bheki Zikhali - 870628 5402 *** - Hangaza Area, , MBAZWANA, 3974 - *Mbonambi*
258. Maleo John Senoko - 730814 5551 *** - 5653 Maleka Street, , SHARPEVILLE, 1928 - *Koto*
259. Khomotso Martin Sathege - 941207 5116 *** - 225 Marshal Street, , POLOKWANE, 0700 - *Moja*
260. Ofemetse Donald Thekiso - 990825 5287 *** - 11898 Striker Street, , MOHLAKENG, 1759 - *Moreki*

261. Aurah Bukisile Mohareng - 811209 0820 *** - Stand No A35, , MADRAS TRUST, 1242 - *Monareng*
262. Puleng Anna Masole - 880123 1093 *** - 2021 Zone3, , FICKSBURG, 9730 - *Semae*
263. Mpho Gift Molamo - 940730 5653 *** - 738 Moletjie Village, , GA-MANAMELA, 0709 - *Mapaisa*
264. Ayanda Nomcebo Masinga - 030905 0948 *** - Egozini Area, , KWANGWANASE, 3973 - *Manukuza*
265. Sihle Shaun Mahomane - 980501 5846 *** - 401 Stormvoel, , HAZYVIEW, 1242 - *Mhaule*
266. Tumiso Manyane - 020917 5363 *** - Motupa Village, , BOLOBEDU, 0837 - *Mokgwathi*
267. Mmatsie Peggy Boea - 951202 0186 *** - 2292 Mphafa Street, , PIMVILLE ZONE 2, 1809 - *Tabane*
268. Tumelo Kekana - 971227 5629 *** - House No 38915, Extension 18, MAMELODI EAST, 0122 - *Mkasi*
269. Rammutedi William Mashao - 860827 5659 *** - Kgasha Village, , MASHASHANE, 0743 - *Madubana*
270. Simelweyiqiniso Zulu - 011126 5686 *** - Emuda Area, , NONGOMA, 3950 - *Mahlambi*
271. Menelisi Mthethwa - 990519 5687 *** - Asbestos 11, , REINOHEIGHTS, 1049 - *Gumede*
272. Nomusa Lennah Manqele - 850612 0641 *** - Anville Farm, , DANNHAUSER, 3080 - *Mthembu*
273. Zamokuhle Padi - 010317 5262 *** - 1249B Zone 9, , MEADOWLANDS, 1852 - *Madi*
274. Njabulo Jamila Sibiya - 960905 0062 *** - No 8 Sunpark, Village 2, Boundary Road, SUNDOWNER, 2188 - *Tshabalala*
275. Gaolathe Sharon Molotsi - 971231 0478 *** - 249 Platina Street, , NORTHAM, 0360 - *Mokoka*
276. Buyani Vukile Ayanda Mabaso - 980628 5358 *** - Lolenso Area, , LADYSMITH, 3370 - *Khumalo*
277. Shazelle Neviline Malat - 941207 0189 *** - 5989 Bomvana Street, Thembalethu, GOERGE, 6029 - *Saffier*
278. Samukelisiwe Winlove Kunene - 990929 0262 *** - 15h5 Ward 7, , OSIZWENI, 2951 - *Ndlovu*
279. Nkosinathi Aaron Konye - 030115 6618 *** - 31937 Lethukuthwa Street, , TSAKANE, 1550 - *Nkosi*
280. Mavis Maluleka - 830928 0902 *** - 1946 Gaza Streets, Mamelodo West, PRETORIA, 0122 - *Malahlela*
281. Sinegugu Ndlovu - 970408 0303 *** - 23 Louis Walter Road, New Germany, DURBAN, 3610 - *Dlamini*
282. Sifiso Innocent Ndubane - 960304 5425 *** - 1215 Section 2, , EKANGALA, 1021 - *Zulu*
283. Lehlohonolo Petrus Radebe - 830910 5955 *** - 10 Klipspringer Road, , Rispark,JOHANNESBURG, 2053 - *Molibeli*
284. Nomonde Buyani Mlamla - 980226 0726 *** - 1702 Zondo Street, , THOKOZA, 1426 - *Ncanca*
285. Machoene Calvin Mashila - 821010 6063 *** - 373 Moseleki Section, , GERMISTON, 1431 - *Ngoepe*
286. Lesiba Paul Mocketwa - 950624 5417 *** - House No 30005, Lesodi, Mmotta Village, MOKOPANE, 0600 - *Mangwane*
287. Isabella Nkobane - 760804 0544 *** - 1832 Unit 8, , GA-RANKUWA, 0208 - *Mothibe*
288. Benedict Ulmond Sizwe Kubeka - 980524 5031 *** - 409 West Avenue, , Ferndale,RANDBURG, 2194 - *Dlamini*
289. Taole Isaac Makhetha - 920427 5414 *** - 1797 Moemaneng, , MARQUARD, 9610 - *Tsaoane*
290. Ziphelile Thabethe - 921128 0716 *** - Springvalle Location, , HIGHFLATS, 3306 - *Sithole*
291. Nonhlanhla Ntsele - 920917 0444 *** - 5163 Mpane Street, , ORLANDO EAST, 1818 - *Jiyane*
292. Itumeleng Setho - 930923 6186 *** - 966 Moroka Location, , THABA NCHU, 9780 - *Choane*
293. Sebongile Snowwhite Makofane - 000610 0363 *** - 1006 Block Y, , SOSHANGUVE, 0422 - *Chabalala*
294. Mogomotsi Mogolegeng - 011016 5824 *** - House No 68, , MADIBOGO, 2772 - *Bojang*
295. Delron Manzini - 020422 5756 *** - Stand No 8485, Shabalala Trust, HAZYVIEW, 1242 - *Mavundla*
296. Asanda Tsego Ramatsi - 040204 5717 *** - Eskom No 200654, Manzana, OSIZWENI, 2952 - *Dube*
297. Sean-Douglas Mkhize - 031115 6035 *** - Nzimakwe Location, , MUNSTER, 4278 - *Zindela*
298. Madimetja Daniel Marakalala - 800317 5441 *** - No 17 Smeaton Street, , VANDERBIJLPARK, 1911 - *Masalesa*

299. Mboniso Swelindawo - 770210 5480 *** - 434 Eton Avenue, Lindau , FERNDAL, 2094 - *Pistoli*
300. Autshipa Phillip Cwaele - 850626 5361 *** - 650 Mashoko Street, Witpoort, WOLMARANSSTAND, 2630 - *Tswaile*
301. Stephanie Chandré Beukman - 980605 0224 *** - 11 Iris Street, , ASHTON, 6715 - *Scholtz*
302. Meldré Anchel Beukman - 940421 0199 *** - 11 Iris Street, , ASHTON, 6715 - *Scholtz*
303. Juandres Garth Van Nel - 940704 5077 *** - 19 Oak Street, , PAARL, 7646 - *Abrahams*
304. Xolani Wiseman Zondi - 860311 5378 *** - Mgwagwa Location, , PIETERMARITZBURG, 3201 - *Madlala*
305. Thapelo Jim Motlhapi - 910818 5546 *** - Stand No 158, , PHASE, 0432 - *Keetse*
306. Daphne Disebo Mmoa - 900924 0303 *** - 2171 A Seboka Street, Naledi, SOWETO, 1868 - *Mosala*
307. Mandla Jan Xaba - 741213 5740 *** - 2971 Phoko Street, , PHUTHADITJHABA, 9866 - *Khumalo*
308. Moloko Emmanuel Mamantsebe - 010411 5069 *** - 35 Umyezo Drive, Luzuko Drive, CAPE TOWN, 7785 - *Mohlabeng*
309. Melford Nare Phele - 821207 5795 *** - 19143mootle Street, , MAMELODI, 0122 - *Mmethi*
310. Lydia Thandi Dzaie - 910216 0473 *** - 33121 Tufflaagte, , BLOEMFONTEIN, 9301 - *Goliath*
311. Nolubabalo Jali - 980628 0853 *** - 10674 Stofile Street, , PORT ELIZABETH, 6200 - *Malothe*
312. Luthando Charles Wana - 910116 5414 *** - 59sivine Street, New Cross Road, NYANGA, 7750 - *Spondo*
313. Phila Khambule - 860519 5338 *** - 3 Chelsea Gardens, Verume, PARKGATE, 4339 - *Msoni*
314. Phindile Mahlangu - 881206 0294 *** - House 2863, Extension 1, SOSHANGUVE, 0152 - *Malobola*
315. Sethepele Patience Makwela - 900422 0292 *** - 234 Benjamin Nthane, , TEMBISA, 1632 - *Ngwetsana*
316. George Kangunga - 020331 5483 *** - 1974 Unit B B, Imbali, PIETERMARITZBURG, 3201 - *Mbambo*
317. Peter Molawa - 760414 6050 *** - 2093 Section G, , MAMELODI WEST, 0122 - *Zwane*
318. Mokete Aaron Mosikidi - 760229 5635 *** - 22978 Kanana, , ORKNEY, 2690 - *Mogoera*
319. Kgomotso Boitshepo Mashile - 981020 5264 *** - Stand No 1113, , KANYAMAZANE, 1214 - *Mashego*
320. James Muzi Dhlamini - 751003 5673 *** - 6759 Extension 4, Sakhile, STANDERTON, 2430 - *Maseko*
321. Thabiso Calvin Japhta Rakoma - 921119 5346 *** - 3963 Mmogo, Mahube Valley, Extension 3, MAMELODI EAST, 0122 - *Mokwena*
322. Lindile Limekaya - 861108 5485 *** - A A 80 Khakhise Street, Town I I, KHAYELITSHA, 7784 - *Jack*
323. Khanyiso Mandita - 980129 5735 *** - 5460 Sdwasdwa Street, Nqamakhwe, KHAYELITSHA, 7784 - *Cekiso*
324. Ernest Nkosana Mgcini - 860926 5503 *** - 3678 Drieziek, Extension 1, ORANGE FARM, 1841 - *Zengele*
325. Edward Sedibe - 750810 5960 *** - 886 Block T T, , SOSHANGUVE, 0152 - *Sithole*
326. Katlego Manong - 940609 5472 *** - 30081 Lekubung Section, , PELLA, 2890 - *Kgosiemang*
327. Kolomi Alinah Madisadife - 890201 0550 *** - 2631 Extension 4, Lebaleng, MAKWASSIE, 2650 - *Jonkers*
328. George Rudzani Mesengane - 900717 5508 *** - 57 Barnet Steet, , LENASIA SOUTH, 1835 - *Hlungwana*
329. Chuma Sean Kenosi Faas - 900122 5410 *** - A1702 Hill Of Good Hope I I, Springfield Road, NOORDWYK, 1687 - *Headbush*
330. Nomonde Nyingwa - 860422 0378 *** - 20790 Bishop Tutustreet, Mandela Park, KHAYELITSHA, 7784 - *Ntsendwana*
331. Jackson Siyabonga Buthelezi - 930315 6462 *** - 89 J B Maras Road, , GLENWOOD, 4001 - *Gumede*
332. Mthobisi Nhlanhla Madebe - 721120 5711 *** - 4676/97 Extension 21, , ROODEKOP, 1401 - *Gasa*
333. Thokozani Louis Sithole - 980731 5583 *** - P O Box 10402, , SHONGWE MISSION, 1331 - *Twala*
334. Jessica Nomvuyo Malinga - 970125 0020 *** - 111 Street 12, Nonzwakazi Location, DE AAR, 7000 - *Kampi*
335. Thembeke Evodia Ntuli - 910216 0304 *** - 249 Mabele Street, Zondi 2, SOWETO, 1868 - *Tshabalala*
336. Nare William Masipa - 681228 5694 *** - 18 Andrew Mofolo Street, , SAULSVILLE, 0125 - *Moyo*

337. Simo Angel Ngiba - 830801 0526 *** - 9220 Dumisani Makhaye, Idube Crescent, RICHARDS BAY, 3880 - *Nyawo*
338. Albert Ramasiba Mokau - 880810 5606 *** - 929 Sytze Wierda Avenue, , PHILPNELPARK, 0183 - *Mosehla*
339. Siphon Nelson Matoane - 780927 5362 *** - 89 Old Location , Lendly Street, ROUXVILLE, 9958 - *Matiwane*
340. Vincent Lamola - 930917 5600 *** - 196 Mashemong Section, , TEMBISA, 1632 - *Maroga*
341. Boitumelo Sibiyi - 011025 5411 *** - 605 Kgobane Stand, , WINTERVELDT, 0198 - *Ngwenya*
342. Mpho Sinah Netshituni - 970604 0799 *** - 6641 Ikote Street, Soshanguve X X, SOSHANGUVE, 0152 - *Kadiege*
343. Moloko Simon Mokau - 840822 5489 *** - 929 Sytze Wierda Avenue, , PHILPNELPARK, 0183 - *Mosehla*
344. Joyce Lorna Nkonyane - 810904 0543 *** - 4712 Khanyile Street, , DAVEYTON, 1520 - *Mabuza*
345. Tembaletu Gonono - 890210 5333 *** - 14 Manzi Walk , Bongweni, KHAYELITSHA, 7884 - *Sidube*
346. Tsepo Imanuel Mehlo - 760123 5529 *** - 21.058 Makhaye, , KHAYELITSHA, 7784 - *Kopane*
347. Matsobane Jerry Maboki - 751012 5780 *** - 27 Mzombana Village, , MOKOPANE, 0600 - *Kgosana*
348. Senzo Mbusi Shabane - 830613 5668 *** - 6319 Khanyile Road, , KWANDENGEZI, 3607 - *Shozi*
349. Mduduzi Magagula - 870629 5761 *** - 2466 Xuma Street, Emdeni Extension, SOWETO, 1861 - *Mcunu*
350. Sibusiso Madingwane - 860928 5505 *** - 266 Emdeni, , SOWETO, 1868 - *Mofokeng*
351. Xoliswa Madingwane - 881130 0518 *** - 3-5th Avenue, Alexandra, SOWETO, 1868 - *Mofokeng*
352. Albinus Kuate - 731015 6038 *** - 80 Honey Street, , BEREA, 2198 - *Mosue*
353. Malose Peter Marakalala - 820902 5929 *** - 8230 Gash Street, Clayville, MIDRAND, 1685 - *Langa*
354. Lehloholo David Malinga - 010509 6014 *** - 1159 Thabong, , WIETSIESHOCK, 9870 - *Mashiloane*
355. Siphon Olimpia Tshelane - 860823 5376 *** - 12801 Otlega Drive, , KAGISO 2, 1754 - *Maduma*
356. Mohau Steven Motlout - 871225 5321 *** - 179 Mashinini Street, Siyathemba, BALFOUR, 2410 - *Mokoena*
357. Chaini Paul Mareka - 740113 5498 *** - 87 Donges Street, , VENDERBIJLPARK, 1911 - *Mareka-Mofolo*
358. Siphon Cavin Xaba - 950422 5258 *** - 2831 Nghonyoma Street, Extension 3, PALMRIDGE, 1458 - *Masehla*
359. Bongani Lazarus Baloyi - 940912 5704 *** - 149 Block I A Extension, , SOSHANGUVE, 0152 - *Ubisi*
360. Ntakadzeni Ramunyisi - 030720 0238 *** - Kagiso Soul City, Extension 13, KAGISO, 1754 - *Nemamilwe*
361. Simphiwe Busisiwe Sibeko - 951229 0678 *** - Woodford, , BERGVILLE, 3350 - *Kubheka*
362. Shadi Neo Mothiba - 990807 0507 *** - 2211 Mamaule, , POLOKWANE, 0699 - *Matsaung*
363. Ntando Mongesi Thubelihle Ngubane - 020111 5238 *** - House No 30505, Umuzane Reserve, UMBUMBULU, 4105 - *Nzimande*
364. Carrel Naledi Motsepa - 010402 0554 *** - 6545 Winnie Mandela, , TEMBISA, 1632 - *Maifo*
365. Kelebohile Patricia Moshane - 000803 0434 *** - Seleteng Area, , MPHABLELE, 0136 - *Hlokwa*
366. Nomandla Londiwe Msibi - 940509 0404 *** - 153 Adelaide Tambo, , DURBAN, 4051 - *Makhanya*
367. Nomantande Amanda Nkombi - 870224 0359 *** - 810 Flamingo Court, 859 Umbilo Road, UMBILO, 4001 - *Zindela*
368. Patrick Kayaletu Gqamane - 680303 6162 *** - 20 Sneeuwvlokke Street, , SWELLENDAM, 6740 - *Voyiya*
369. Doctor Godfrey Nhlapo - 740917 5744 *** - 17 Zuma Section, , KATLEHONG, 1431 - *Ndlovu*
370. Frans Sepena Makeketa - 710216 5802 *** - 1949 Stoneridge Estate, Noopowik, MIDRAND, 1687 - *Mmakou*
371. Thapelo Lesia - 840712 5720 *** - 18 Street 31, , DE AAR, 7000 - *Polo*
372. Jabulani Victor Nkosi - 831107 5988 *** - Candover Area, , PONGOLA, 3170 - *Mngomezulu*
373. Vusumuzi Esau Themba - 560714 5491 *** - House 1695, Block 9, SOSHANGUVE, 0152 - *Khumalo*

SOUTH AFRICAN REVENUE SERVICE

NO. 2523

23 September 2022

INCOME TAX ACT, 1962**AFRICAN TAX ADMINISTRATION FORUM AGREEMENT ON MUTUAL ASSISTANCE IN TAX MATTERS**

In terms of section 108(2) of the Tax Act, 1962 (Act No 58 of 1962) read in conjunction with section 231(4) of the Constitution of the Republic of South Africa, 1996 (Act No 108 of 1996), it is hereby notified that the African Tax Administration Forum Agreement on Mutual Assistance in Tax Matters as set out in the Schedule to this Notice has been approved by Parliament in terms of section 231(2) of the Constitution.

It is further notified that in terms of paragraph 2 of Article 15 of the Agreement that the date of entry into force for the Republic of South Africa is 23 September 2017.

AFRICAN TAX ADMINISTRATION FORUM AGREEMENT ON MUTUAL ASSISTANCE IN TAX MATTERS**PREAMBLE**

The Member States of the African Tax Administration Forum, signatories of this Agreement (the Contracting Parties),

DESIRING to facilitate assistance in tax matters;

HEREBY AGREE as follows:

ARTICLE 1**DEFINITIONS**

1. In this Agreement, unless the context otherwise requires:
 - (a) "Competent Authority" means the authority designated by a Contracting Party, together with any authorised representative, and notified to the Executive Secretary in accordance with this Agreement;
 - (b) "Contracting Party" means a Member State that has ratified or acceded to this Agreement;
 - (c) "Executive Secretary" means the Executive Secretary of the African Tax Administration Forum;
 - (d) "information" means any fact, statement or record in any form whatsoever;
 - (e) "Member State" means a State which is a member of the African Tax Administration Forum;
 - (f) "person" includes an individual, a company and any other body of persons;
 - (g) "Requested Party" means the Contracting Party requested to provide information or render assistance;
 - (h) "Requesting Party" means the Contracting Party requesting the information or assistance;
 - (i) "tax" means any tax to which this Agreement applies.
2. As regards the application of the Agreement at any time by a Contracting Party, any term not defined herein shall, unless the context otherwise requires, have the meaning that it has at that time under the law of that Party for the purposes of the taxes to which the Agreement applies and any meaning under the applicable tax laws of that Party prevailing over a meaning given to the term under other laws of that Party.

ARTICLE 2

OBJECTIVE

1. The objective of this Agreement is to enable the Contracting Parties to assist one another in tax matters.
2. The assistance referred to in paragraph 1 above shall be with regard to:
 - (a) the exchange of information in tax matters;
 - (b) the carrying out of tax examinations abroad;
 - (c) the carrying out of simultaneous tax examinations; and
 - (d) assisting in the collection of taxes.

ARTICLE 3

TAXES COVERED

This Agreement shall apply to all taxes on income, on capital, and to taxes on goods and services imposed by or on behalf of the Contracting Parties.

ARTICLE 4

EXCHANGE OF INFORMATION

1. The Contracting Parties shall through their Competent Authorities, provide one another, spontaneously, automatically or upon request with such information as may be relevant for carrying out the provisions of this Agreement or for the administration or enforcement of the domestic laws of the Requesting Party concerning the taxes covered by this Agreement insofar as the taxation under those laws is not contrary to any other instrument entered into between the Requesting and Requested Party.
2. In no case shall the provisions of paragraph 1 be construed so as to impose on a Contracting Party the obligation:
 - (a) to carry out administrative measures at variance with the laws and administrative practice of that or of the other Contracting Party;
 - (b) to supply information which is not obtainable under the laws or in the normal course of the administration of that or of the other Contracting Party;
 - (c) to supply information which would disclose any trade, business, industrial, commercial or professional secret or trade process, or information, the disclosure of which would be contrary to public policy.
3. If information is requested by a Contracting Party in accordance with this Article, the Requested Party shall use its information gathering measures to obtain the requested information, even though the Requested Party may not need such information for its own tax purposes. The obligation contained in the preceding sentence is subject to the limitations of paragraph 2 but in no case shall such limitations be construed to permit the Requested Party to decline to supply information solely because it has no domestic interest in such information.

4. In no case shall the provisions of paragraph 2 be construed to permit the Requested Party to decline to supply information solely because the information is held by a bank, other financial institution, nominee or person acting in an agency or a fiduciary capacity or because it relates to ownership interests in a person.

ARTICLE 5

TAX EXAMINATIONS ABROAD

1. A Requested Party may allow representatives of the Requesting Party to enter the territory of the Requested Party to interview individuals and examine records with the written consent of the taxpayer concerned. The Competent Authority of the Requested Party shall notify the Competent Authority of the Requesting Party of the time and place of the meeting with the individuals concerned.

2. At the request of the Competent Authority of a Requesting Party, the Competent Authority of the Requested Party may allow representatives of the Competent Authority of the Requesting Party to participate in any appropriate part of a tax examination in the Requested Party.

3. If the request referred to in paragraph 2 is acceded to, the Competent Authority of the Requested Party shall, as soon as possible, notify the Competent Authority of the Requesting Party about the time and place of the examination, and the procedures and conditions, required by the Requested Party for the conduct of the examination. The Requested Party shall also notify the taxpayers concerned of the presence of officials of the Requesting Party at the examination. All decisions with respect to the conduct of the tax examination shall be made by the Requested Party conducting the examination.

ARTICLE 6

SIMULTANEOUS EXAMINATIONS

1. At the request of the Competent Authority of one of the Contracting Parties, two or more Competent Authorities of the Contracting Parties may consult together for the purposes of determining cases and procedures for simultaneous tax examinations. Each Competent Authority involved shall decide whether or not it wishes to participate in a particular simultaneous tax examination.

2. A simultaneous tax examination as referred to in paragraph 1, means an arrangement between two or more Contracting Parties to examine simultaneously, each in its own territory, the tax affairs of a person in which they have a common or related interest, with a view to exchanging any relevant information which they so obtain.

ARTICLE 7

ASSISTANCE IN COLLECTION

1. The Requested Party shall, upon request, lend assistance to the Requesting Party in the collection of revenue claims.

2. The term “revenue claim” as used in this Article means an amount owed in respect of taxes that are covered by this Agreement, as well as interest, duty increases, surcharges, late-payment penalties and costs of collection or conservancy related to such amount in terms of its domestic laws, insofar as the taxation thereunder is not contrary to any other instrument entered into between the Requesting Party and the Requested Party.

3. When a revenue claim of a Contracting Party is enforceable under the laws of that Party and is owed by a person who, at that time, cannot, under the laws of that Party, prevent its collection, that revenue claim shall, at the request of the Competent Authority of that Party, be accepted for purposes of collection by the Competent Authority of the Requested Party. That revenue claim shall be collected by that Requested Party in accordance with the provisions of its laws applicable to the enforcement and collection of its own taxes as if the revenue claim were a revenue claim of that Requested Party.

4. When a revenue claim of a Contracting Party is a claim in respect of which that Party may, under its law, take measures of conservancy with a view to ensure its collection, that revenue claim shall, at the request of that Party, be accepted for purposes of taking measures of conservancy by the Competent Authority of the Requested Party. The Requested Party shall take measures of conservancy in respect of that revenue claim in accordance with the provisions of its laws as if the revenue claim were a revenue claim of the Requested Party even if, at the time when such measures are applied, the revenue claim is not enforceable in the first-mentioned Party or is owed by a person who has a right to prevent its collection.

5. Notwithstanding the provisions of paragraphs 3 and 4, a revenue claim accepted by a Requested Party for purposes of paragraph 3 or 4 shall not, in that Party, be subject to the time limits or accorded any priority applicable to a revenue claim under the laws of that Party by reason of its nature as such. In addition, a revenue claim accepted by a Requested Party for the purposes of paragraph 3 or 4, shall not in that Party, have any priority applicable to that revenue claim under the laws of the Requesting Party.

6. Proceedings with respect to the existence, validity or the amount of a revenue claim of a Requesting Party shall not be brought before the courts or administrative bodies of the Requested Party.

7. Where, at any time after a request has been made by a Requesting Party under paragraph 3 or 4 and before the Requested Party has collected and remitted the relevant revenue claim to the Requesting Party, the relevant revenue claim ceases to be

- (a) in the case of a request under paragraph 3, a revenue claim of the Requesting Party that is enforceable under the laws of that Party and is owed by a person who, at that time, cannot, under the laws of that Party, prevent its collection, or

- (b) in the case of a request under paragraph 4, a revenue claim of the Requesting Party in respect of which that Party may, under its laws, take measures of conservancy with a view to ensure its collection

the Competent Authority of the Requesting Party shall promptly notify the Competent Authority of the Requested Party of that fact and, at the option of the Requested Party, the Requesting Party shall either suspend or withdraw its request.

8. In no case shall the provisions of this Article be construed so as to impose on a Contracting Party the obligation:

- (a) to carry out administrative measures at variance with the administrative practice of that or of the Requesting Party;
- (b) to carry out measures which would be contrary to public policy;
- (c) to provide assistance if the Requesting Party has not pursued all reasonable measures of collection or conservancy, as the case may be, available under its laws or administrative practice;
- (d) to provide assistance in those cases where the administrative burden of that Party is clearly disproportionate to the benefit to be derived by the Requesting Party.

ARTICLE 8

CONFIDENTIALITY

Any information received pursuant to this Agreement by a Contracting Party shall be treated as secret or confidential in the same manner as information obtained under the domestic laws of that Party, and shall be disclosed only to persons or authorities (including courts and administrative bodies) concerned with the assessment or collection of, the enforcement or prosecution in respect of, the determination of appeals in relation to the taxes covered by the Agreement, or the oversight of the above. Such persons or authorities shall use the information only for such purposes. They may disclose the information in public court proceedings or in judicial decisions. Notwithstanding the foregoing, information received by a Requesting Party may be used for other purposes when such information may be used for such other purposes under the laws of both Parties, and the Competent Authority of the Requested Party authorises such use.

ARTICLE 9

COSTS

1. Subject to paragraph 2, the Contracting Parties shall waive all claims for reimbursement of ordinary costs incurred in the execution of this Agreement.

2. As soon as the Requested Party anticipates that expenses of a substantial or extraordinary nature may be incurred in the provision of assistance pursuant to this Agreement, it will, before incurring such costs, notify the Competent Authority of the Requesting Party and both Competent Authorities shall decide the manner in which the costs shall be borne.

ARTICLE 10**IMPLEMENTATION LEGISLATION**

The Contracting Parties shall enact any legislation necessary to comply with, and give effect to, the terms of this Agreement.

ARTICLE 11**OTHER INTERNATIONAL AGREEMENTS OR ARRANGEMENTS**

The possibilities of assistance provided by this Agreement do not limit, nor are they limited by, those contained in existing international agreements or other arrangements between the Contracting Parties which relate to co-operation in tax matters.

ARTICLE 12**MUTUAL AGREEMENT PROCEDURE**

1. Where difficulties or doubts arise between two or more Contracting Parties regarding the implementation or interpretation of this Agreement, the Competent Authorities of those Contracting Parties shall endeavour to resolve the matter by mutual agreement.
2. In addition to the agreements referred to in paragraph 1, the Competent Authorities of two or more Contracting Parties may mutually agree:
 - (a) on the procedures to be used under Articles 4, 5, 6 and 7;
 - (b) on the language to be used in making and responding to requests in accordance with the Agreement.
3. The Competent Authorities of the Contracting Parties may communicate with one another directly for purposes of reaching agreement under this Article.
4. Any agreement between the Competent Authorities of two or more Contracting Parties shall be effective only between those Contracting Parties.
5. Where two or more Contracting Parties are unable to reach agreement, as contemplated in this Article, the matter shall be resolved as stipulated in the dispute resolution provisions of the Rules and Procedures of the African Tax Administration Forum.
6. At the request of one or more of the Contracting Parties, the Executive Secretary may convene a meeting of the Competent Authorities or their representatives, to discuss significant matters related to interpretation or implementation of this Agreement.

ARTICLE 13**DEPOSITARY**

This Agreement and all instruments of ratification or accession shall be deposited with the Executive Secretary, who shall transmit certified copies thereof, to all the Member States.

ARTICLE 14**NOTIFICATION OF COMPETENT AUTHORITIES**

1. Each Contracting Party shall designate a Competent Authority that is responsible for the implementation of this Agreement in terms of its domestic law.
2. Each Contracting Party shall submit notification of their Competent Authority to the Executive Secretary together with their instruments of ratification.
3. The Executive Secretary shall, when it receives notification in accordance with the provisions of this Article, circulate copies of the notifications to all the Contracting Parties.

ARTICLE 15**RATIFICATION AND ENTRY INTO FORCE**

1. This Agreement shall be ratified by Member States in accordance with their constitutional procedures.
2. This Agreement shall enter into force thirty (30) calendar days after five of the Member States have submitted their instrument of ratification to the Executive Secretary.
3. The Agreement shall apply in respect of any information, taxes or revenue claims referred to in the Agreement even if such information, taxes or revenue claims pre-date the entry into force of this Agreement, or the date of accession by a relevant Contracting Party.

ARTICLE 16**AMENDMENT**

1. In the case of a proposal by a Contracting Party to the Executive Secretary to amend an existing Article of this Agreement, the proposal shall be adopted by mutual agreement of the Contracting Parties.
2. An amendment shall enter into force thirty (30) days after being ratified by all Contracting Parties, in accordance with their constitutional requirements.

ARTICLE 17**ACCESSION**

This Agreement shall remain open to accession by any Member State after its entry into force.

ARTICLE 18**SIGNATURE**

This Agreement shall be signed by the duly authorised representatives of the Member States.

ARTICLE 19**WITHDRAWAL**

1. Any Contracting Party may withdraw from this Agreement by serving a notice of its intention, in writing, to the Executive Secretary who shall inform other Member States accordingly.

2. Such withdrawal shall become effective on the first day of the month following the expiration of a period of ninety (90) days, after the date of receipt of the notification by the Executive Secretary.

3. Any Contracting Party that withdraws from this Agreement shall remain bound by the provisions of Article 8 with respect to any information obtained under the Agreement and is obliged to comply with any request made in terms of this Agreement prior to the notice of intention to withdraw.

IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective Governments, have signed this Agreement.

Done at Pretoria, on this 17th day of January 2014 in three (3) original texts in the English, French and Portuguese languages, all texts being equally authentic.

**FOR THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA**

SUID-AFRIKAANSE INKOMSTEDIENS

NO. 2523

23 September 2022

INKOMSTEBELASTINGWET, 1962**OOREENKOMS VAN DIE AFRIKA-BELASTINGADMINISTRASIEFORUM OOR WEDERSYDSE BYSTAND MET BELASTINGAANGELEENTHEDE**

Ingevolge artikel 108(2) van die Inkomstebelastingwet, 1962 (Wet No 58 van 1962), saamgelees met artikel 231(4) van die Grondwet van die Republiek van Suid-Afrika, 1996 (Wet No 108 van 1996), word hiermee kennis gegee dat die Ooreenkoms van die Afrika-belastingadministrasieforum oor Wedersydse Bystand met Belastingaangeleenthede, in die Bylae tot hierdie Kennisgewing vervat is deur die Parlement goedgekeur is en ingevolge artikel 231(2) van die Grondwet.

Daar word verder bekendgemaak dat ingevolge paragraaf 2 van Artikel 15 van die Ooreenkoms dat die datum van inwerkingtreding vir die Republiek van Suid-Afrika 23 September 2017 is.

OOREENKOMS VAN DIE AFRIKA-BELASTINGADMINISTRASIEFORUM OOR WEDERSYDSE BYSTAND MET BELASTINGAANGELEENTHEDE**AANHEF**

Die Lidstate van die Afrika-belastingadministrasieforum, die ondertekenaars van hierdie Ooreenkoms (die Kontrakterende Partye),

BEGERIG om bystand met belastingaangeleentheid te bevorder;

KOM HIERMEE SOOS VOLG OOREEN:

ARTIKEL 1**WOORDOMSKRYWING**

1. In hierdie Ooreenkoms, tensy die samehang anders vereis, beteken:
 - (a) "bevoegde owerheid" die owerheid deur 'n Kontrakterende Party aangewys, saam met 'n gemagtigde verteenwoordiger, en ooreenkomstig hierdie Ooreenkoms aan die Uitvoerende Sekretaris bekend gemaak;
 - (b) "Kontrakterende Party" 'n Lidstaat wat hierdie Ooreenkoms bekragtig of daartoe toetree het;
 - (c) "Uitvoerende Sekretaris" die Uitvoerende Sekretaris van die Afrika-belastingadministrasieforum;
 - (d) "inligting" enige feit, verklaring of rekord in watter vorm ook al;
 - (e) "Lidstaat" 'n Staat wat 'n lid van die Afrika-belastingadministrasieforum is;
 - (f) "persoon" ook 'n individu, 'n maatskappy en enige ander liggaam van persone;
 - (g) "versoekte Party" die Kontrakterende Party wat versoek is om inligting te verskaf of bystand te verleen;
 - (h) "versoekende Party" die Kontrakterende Party wat inligting of bystand versoek;
 - (i) "belasting" enige belasting waarop hierdie Ooreenkoms van toepassing is.
2. Betreffende die toepassing van die Ooreenkoms te eniger tyd deur 'n Kontrakterende Party, het 'n uitdrukking wat nie hierin omskryf is nie, tensy die samehang anders vereis, die betekenis wat dit op daardie tydstip ingevolge die reg van daardie Party het vir die doeleindes van die belasting waarop die Ooreenkoms van toepassing is, en geniet enige betekenis ingevolge die toepaslike belastingreg van daardie Party voorrang bo 'n betekenis wat ingevolge ander wetgewing van daardie Party aan die uitdrukking geheg word.

ARTIKEL 2**OOGMERK**

1. Die oogmerk van hierdie Ooreenkoms is om die Kontrakterende Partye in staat te stel om mekaar met belastingaangeleenthede by te staan.
2. Die bystand genoem in paragraaf 1 hierbo het betrekking op:
 - (a) die uitruil van inligting in belastingaangeleenthede;
 - (b) die uitvoer van belastingondersoeke in die buiteland;
 - (c) die uitvoer van gelyktydige belastingondersoeke; en
 - (d) bystand met die invordering van belasting.

ARTIKEL 3**BELASTINGS GEDEK**

Hierdie Ooreenkoms is van toepassing op alle belasting op inkomste, op kapitaal, en op belasting op goedere en dienste wat deur of namens die Kontrakterende Partye gehef word.

ARTIKEL 4**UITRUIL VAN INLIGTING**

1. Die Kontrakterende Partye, deur hul bevoegde owerhede, moet mekaar spontaan, outomaties of op versoek voorsien van sodanige inligting wat tersaaklik kan wees vir die uitvoering van die bepalings van hierdie Ooreenkoms of vir die toepassing of afdwinging van die landsreg van die versoekende Party rakende die belasting wat deur hierdie Ooreenkoms gedek word, in soverre die belasting ingevolge daardie reg nie strydig is met enige ander instrument wat tussen die versoekende en die versoekte Party aangegaan is nie.
2. In geen geval word die bepalings van paragraaf 1 so uitgelê nie as sou dit 'n Kontrakterende Staat die verpligting opleë:-
 - (a) om administratiewe maatreëls uit te voer wat strydig is met die reg en administratiewe praktyk van daardie of van die ander Kontrakterende Staat;
 - (b) om inligting te verskaf wat nie ingevolge die reg of in die normale verloop van die administrasie van daardie of van die ander Kontrakterende Staat verkrygbaar is nie;
 - (c) om inligting te verstrek wat 'n handels-, sake-, nywerheids-, kommersiële of beroepsgeheim of handelsproses openbaar sou maak, of inligting waarvan die openbaarmaking strydig met die openbare beleid sou wees.
3. Indien inligting ooreenkomstig hierdie Artikel deur 'n Kontrakterende Staat versoek word, gebruik die versoekte Party sy inligtingversamelingsmaatreëls om die verlangde inligting te bekom, selfs al het die versoekte Party sodanige inligting nie vir sy eie belastingdoeleindes nodig nie. Die verpligting vervat in die voorgaande sin is onderworpe aan die beperkings van paragraaf 2, maar sodanige beperkings word in geen geval so uitgelê as sou dit die versoekte Party toelaat om te weier om inligting te verstrek bloot omdat hy geen huishoudelike belang by sodanige inligting het nie.

4. In geen geval word die bepalings van paragraaf 2 so uitgelê nie as sou dit 'n versoekte Party toelaat om te weier om inligting te verstrek bloot omdat die inligting deur 'n bank, ander finansiële instelling, benoemde of persoon wat in 'n agentskaps- of 'n fidusiêre hoedanigheid optree, gehou word of omdat dit met eienaarskapsbelange in 'n persoon verband hou.

ARTIKEL 5

BELASTINGONDERSOEKE IN DIE BUITELAND

1. 'n Versoekte Party kan verteenwoordigers van die versoekende Party toelaat om die gebied van die versoekte Party binne te gaan om met individue onderhoude te voer en rekords na te gaan met die skriftelike toestemming van die betrokke belastingbetaler. Die bevoegde owerheid van die versoekte Party moet die bevoegde owerheid van die versoekende Party in kennis stel van die tyd en plek van die vergadering met die betrokke individue.

2. Die bevoegde owerheid van die versoekte Party kan, op versoek van die bevoegde owerheid van 'n versoekende Party, verteenwoordigers van die bevoegde owerheid van die versoekende Party toelaat om deel te neem aan enige toepaslike deel van 'n belastingondersoek in die versoekte Party.

3. Indien die versoek in paragraaf 2 bedoel toegestaan word, moet die bevoegde owerheid van die versoekte Party die bevoegde owerheid van die versoekende Party so gou as moontlik in kennis stel van die tyd en plek van die ondersoek, asook die prosedures en voorwaardes wat deur die versoekte Party vir die uitvoer van die ondersoek voorgeskryf word. Die versoekte Party moet ook die betrokke belastingbetalers in kennis stel van die aanwesigheid van amptenare van die versoekende Party by die ondersoek. Alle besluite rakende die uitvoer van die ondersoek word geneem deur die versoekte Party wat die ondersoek uitvoer.

ARTIKEL 6

GELYKTYDIGE ONDERSOEKE

1. Twee of meer bevoegde owerhede van die Kontrakterende Partye kan, op versoek van die bevoegde owerheid van een van die Kontrakterende Partye, saam oorleg pleeg vir die doeleindes van die vasstelling van gevalle en prosedures vir gelyktydige belastingondersoeke. Elk van die betrokke bevoegde owerhede besluit of hy aan 'n besondere gelyktydige belastingondersoek wil deelneem al dan nie.

2. 'n Gelyktydige belastingondersoek in paragraaf 1 bedoel behels 'n reëling tussen twee of meer Kontrakterende Partye om, elk in sy eie gebied, gelyktydig 'n ondersoek uit te voer na die belastingsake van 'n persoon, waarin hulle 'n gemeenskaplike of verwante belang het, ten einde enige tersaaklike inligting wat hulle aldus bekom uit te ruil.

ARTIKEL 7**BYSTAND MET INVORDERING**

1. Die versoekte Party moet, op versoek, aan die versoekende Party bystand verleen met die invordering van inkomste-eise.

2. Die uitdrukking "inkomste-eis", soos dit in hierdie Artikel gebruik word, beteken 'n bedrag verskuldig ten opsigte van belastings wat deur hierdie Ooreenkoms gedek word, asook die rente, belastingverhogings, bobelastings, die boetes op laat betalings en die koste van invordering of bewaring wat verband hou met daardie bedrag ingevolge sy landsreg, in soverre die belasting daarkragtens nie strydig is met enige ander instrument wat tussen die versoekende Party en die versoekte Party aangegaan is nie.

3. Wanneer 'n inkomste-eis van 'n Kontrakterende Party ingevolge die reg van daardie Party afdwingbaar is en verskuldig is deur 'n persoon wat op daardie tydstip nie ingevolge die reg van daardie Party die invordering daarvan kan voorkom nie, moet daardie inkomste-eis, op versoek van die bevoegde owerheid van daardie Party, deur die bevoegde owerheid van die versoekte Party aanvaar word vir die doeleindes van invordering. Daardie inkomste-eis word deur die versoekte Party ingevorder ooreenkomstig die bepalings van sy reg wat op die afdwinging en invordering van sy eie belastings van toepassing is asof die inkomste-eis 'n inkomste-eis van daardie versoekte Party is.

4. Wanneer 'n inkomste-eis van 'n Kontrakterende Party 'n eis is ten opsigte waarvan daardie Party ingevolge sy reg bewaringsmaatreëls kan tref ten einde die invordering daarvan te verseker, moet daardie inkomste-eis op versoek van daardie Party deur die bevoegde owerheid van die versoekte Party aanvaar word vir die doeleindes van die tref van bewaringsmaatreëls. Die versoekte Party tref die bewaringsmaatreëls ten opsigte van daardie inkomste-eis ooreenkomstig die bepalings van sy reg asof die inkomste-eis 'n inkomste-eis van die versoekte Party is, selfs al is die inkomste-eis op die tydstip wanneer sodanige maatreëls toegepas word, nie in die eersgenoemde Party afdwingbaar nie of verskuldig deur 'n persoon wat 'n reg het om die invordering daarvan te voorkom.

5. Ondanks die bepalings van paragraaf 3 en 4, moet 'n inkomste-eis wat deur 'n versoekte Party aanvaar word vir die doeleindes van paragraaf 3 of 4, nie in daardie Party aan die tydsbepelings onderwerp word of enige voorrang verleen word wat op grond van die aard daarvan as sodanig ingevolge die reg van daardie Party op 'n inkomste-eis van toepassing is nie. Daarby geniet 'n inkomste-eis wat deur 'n versoekte Party aanvaar word vir die doeleindes van paragraaf 3 of 4, nie in daardie Party enige voorrang wat ingevolge die reg van die versoekende Party op daardie inkomste-eis van toepassing is nie.

6. Die verrigtinge ten opsigte van die bestaan, geldigheid of die bedrag van 'n inkomste-eis van 'n versoekende Party moet nie voor die howe of administratiewe liggame van die versoekte Party gebring word nie.

7. Wanneer, te eniger tyd nadat 'n versoek ingevolge paragraaf 3 of 4 deur 'n versoekende Party gerig is en voordat die versoekte Party die tersaaklike inkomste-eis ingevorder en aan die versoekende Party geremitteer het, die tersaaklike inkomste-eis ophou bestaan:-

- (a) in die geval van 'n versoek ingevolge paragraaf 3, 'n inkomste-eis van die versoekende Party wat ingevolge die reg van daardie Party afdwingbaar is en verskuldig is deur 'n persoon wat op daardie tydstip nie ingevolge die reg van daardie Party die invordering daarvan kan voorkom nie, of

- (b) in die geval van 'n versoek ingevolge paragraaf 4, 'n inkomste-eis van die versoekende Party ten opsigte waarvan daardie Party, ingevolge sy reg, bewaringsmaatreëks kan tref ten einde die invordering daarvan te verseker,

moet die bevoegde owerheid van die versoekende Party die bevoegde owerheid van die versoekte Party onverwyld van daardie feit in kennis stel, en die versoekende Party moet, na keuse van die versoekte Party, sy versoek óf opskort óf intrek.

8. In geen geval word die bepalinge van hierdie Artikel so uitgelê nie as sou dit 'n Kontrakterende Party die verpligting oplê om:-

- (a) administratiewe maatreëls uit te voer wat strydig is met die administratiewe praktyk van daardie of van die versoekende Party;
- (b) maatreëls uit te voer wat strydig sou wees met die openbare beleid;
- (c) bystand te verleen indien die versoekende Party nie alle redelike maatreëls van invordering of bewaring, na gelang van die geval, wat ingevolge sy reg of administratiewe praktyk tot sy beskikking is, nagevolg het nie;
- (d) bystand te verleen in daardie gevalle waar die administratiewe las van daardie Party klaarblyklik buite verhouding is tot die nut wat die versoekende Party daaruit kan trek.

ARTIKEL 8

VERTROULIKHEID

Enige inligting wat ingevolge hierdie Ooreenkoms deur 'n Kontrakterende Party ontvang word, word as geheim of vertroulik gehanteer op dieselfde wyse as inligting wat kragtens die landsreg van daardie Party bekom word, en word slegs openbaar gemaak aan persone of owerhede (ook howe en administratiewe liggame) wat gemoeid is met die aanslag of invordering van, die afdwinging of vervolging ten opsigte van, en die beslissing van appêlle met betrekking tot, die belastings wat deur die Ooreenkoms gedek word, of toesig oor bogenoemde. Sodanige persone of owerhede moet die inligting slegs vir daardie doeleindes gebruik. Hulle mag die inligting openbaar maak by openbare hofverrigtinge of in regterlike beslissings. Ondanks die voorgaande, mag inligting wat deur 'n versoekende Party ontvang is vir ander doeleindes gebruik word, waar sodanige inligting ingevolge die reg van albei Partye vir sodanige ander doeleindes gebruik mag word en die bevoegde owerheid van die versoekte Party sodanige gebruik magtig.

ARTIKEL 9

KOSTE

1. Behoudens paragraaf 2, moet die Kontrakterende Partye afstand doen van alle eise om skadeloosstelling van gewone koste wat in die uitvoering van hierdie Ooreenkoms aangegaan is.

2. Sodra die versoekte Party voorsien dat uitgawes van 'n wesenlike of buitengewone aard aangegaan kan word in die verlening van bystand ingevolge hierdie Ooreenkoms, moet hy, voordat sodanige koste aangegaan word, die bevoegde owerheid van die versoekende Party in kennis stel en albei bevoegde owerhede besluit oor die wyse waarop die koste gedra word.

ARTIKEL 10**UITVOERINGSWETGEWING**

Die Kontrakterende Partye moet wetgewing verorden wat nodig is om aan die bepalings van hierdie Ooreenkoms te voldoen en daaraan gevolg te gee.

ARTIKEL 11**ANDER INTERNASIONALE OOREENKOMSTE OF AKKOORDE**

Die moontlikhede van bystand bepaal by hierdie Ooreenkoms word nie beperk nie deur of beperk nie daardie wat in bestaande internasionale ooreenkomste of ander akkoorde tussen die Kontrakterende Partye vervat is, wat op samewerking in belastingaangeleenthede betrekking het.

ARTIKEL 12**PROSEDURE VIR ONDERLINGE OOREENKOMS**

1. Waar probleme of twyfel tussen twee of meer Kontrakterende Partye ontstaan betreffende die uitvoering of vertolking van hierdie Ooreenkoms, moet die bevoegde owerhede van daardie Kontrakterende Partye poog om die aangeleentheid deur onderlinge ooreenkoms te besleg.
2. Bykomend tot die ooreenkomste in paragraaf 1 bedoel, kan die bevoegde owerhede van twee of meer Kontrakterende Partye onderling ooreenkom:-
 - (a) oor die prosedures wat ingevolge Artikel 4, 5, 6 en 7 gebruik moet word;
 - (b) oor die taal wat gebruik moet word om versoeke ooreenkomstig die Ooreenkoms te rig en te beantwoord.
3. Die bevoegde owerhede van die Kontrakterende Partye kan regstreeks met mekaar kommunikeer vir die doeleindes van die bereiking van 'n ooreenkoms ingevolge hierdie Artikel.
4. 'n Ooreenkoms tussen die bevoegde owerhede van twee of meer Kontrakterende Partye is slegs tussen daardie Kontrakterende Partye van krag.
5. Waar twee of meer Kontrakterende Partye nie in staat is om, soos in hierdie Artikel beoog, tot 'n ooreenkoms te raak nie, word die aangeleentheid besleg soos in die geskilbeslegtingsbepalings van die *Reëls en Prosedures van die Afrika-belastingadministrasieforum* uiteengesit word.
6. Die Uitvoerende Sekretaris kan, op versoek van een of meer van die Kontrakterende Partye, 'n vergadering belê van die bevoegde owerhede of hul verteenwoordigers om belangrike aangeleenthede betreffende die vertolking of uitvoering van hierdie Ooreenkoms te bespreek.

ARTIKEL 13**BEWAARPLEK**

Hierdie Ooreenkoms en alle instrumente ter bekragtiging of toetreding word in bewaring gegee by die Uitvoerende Sekretaris wat gewaarmerkte afskrifte daarvan aan al die Lidstate versend.

ARTIKEL 14**BEKENDMAKING VAN BEVOEGDE OWERHEDE**

1. Elke Kontrakterende Party moet 'n bevoegde owerheid aanwys wat verantwoordelik is vir die uitvoering van hierdie Ooreenkoms ingevolge sy landsreg.
2. Elk van die Kontrakterende Partye moet 'n bekendmaking van hul bevoegde owerheid saam met hul instrumente van bekragtiging by die Uitvoerende Sekretaris indien.
3. Die Uitvoerende Sekretaris moet, wanneer hy 'n bekendmaking ooreenkomstig die bepalinge van hierdie Artikel ontvang, afskrifte daarvan aan al die Kontrakterende Partye stuur.

ARTIKEL 15**BEKRAGTIGING EN INWERKINGTREDING**

1. Hierdie Ooreenkoms word deur die Lidstate bekragtig ooreenkomstig hul grondwetlike prosedures.
2. Hierdie Ooreenkoms tree in werking dertig (30) kalenderdae nadat vyf van die die Lidstate hul instrumente van bekragtiging by die Uitvoerende Sekretaris ingedien het.
3. Die Ooreenkoms is van toepassing ten opsigte van enige inligting, belastings of inkomste-eise in die Ooreenkoms genoem, selfs al is daardie inligting, belastings of inkomste-eise gedateer voor die datum van inwerkingtreding van hierdie Ooreenkoms of die datum van toetreding deur 'n toepaslike Kontrakterende Party.

ARTIKEL 16**WYSIGING**

1. In die geval van 'n voorstel deur 'n Kontrakterende Party aan die Uitvoerende Sekretaris om 'n bestaande Artikel van hierdie Ooreenkoms te wysig, moet die voorstel deur onderlinge ooreenkoms deur die Kontrakterende Party aangeneem word.
2. 'n Wysiging tree in werking dertig (30) dae nadat dit deur al die Kontrakterende Partye ooreenkomstig hul grondwetlike vereistes bekragtig is.

ARTIKEL 17**TOETREDING**

Hierdie Ooreenkoms bly oop vir toetrede deur enige Lidstaat na die inwerkingtreding daarvan.

ARTIKEL 18**ONDERTEKENING**

Hierdie Ooreenkoms moet onderteken word deur verteenwoordigers van die Lidstate wat behoorlik daartoe gemagtig is.

ARTIKEL 19**UITTREDING**

1. 'n Kontrakterende Party kan hom onttrek aan hierdie Ooreenkoms deur 'n kennisgewing van sy voorneme skriftelik aan die Uitvoerende Sekretaris te beteken wat die ander Lidstate dienooreenkomstig inlig.

2. Sodanige onttrekking word van krag op die eerste dag van die maand wat volg op die verstryking van 'n tydperk van negentig (90) dae na die datum van ontvangs van die kennisgewing deur die Uitvoerende Sekretaris.

3. 'n Kontrakterende Party wat hom aan hierdie Ooreenkoms onttrek, bly gebind deur die bepalinge van Artikel 8 ten opsigte van enige inligting wat ingevolge die Ooreenkoms bekom is en is verplig om te voldoen aan enige versoek wat voor die kennisgewing van sy voorneme om te onttrek ingevolge hierdie Ooreenkoms gerig is.

TEN BEWYSE WAARVAN die ondergetekendes, behoorlik daartoe gemagtig deur hul onderskeie Regerings, hierdie Ooreenkoms onderteken het.

Gedoen te Pretoria op hede die 17^{de} dag van Januarie 2014 in drie (3) oorspronklike eksemplare in die Engelse, Franse en Portugese taal, waarvan al die tekste ewe outentiek is.

**VIR DIE GOEWERMEN VAN DIE
REPUBLIEK VAN SUID-AFRIKA**

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 2524

23 September 2022

COMPETITION COMMISSION**NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****OBARO HANDEL (PTY) LTD & NEWCO 123 INVESTMENTS (PTY) LTD****AND****K2021701599 S.A (PTY) LTD & AFRIFERT (PTY) LTD****CASE NUMBER: 2021OCT0012**

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 06 October 2021, the Competition Commission ("Commission") received notice of an intermediate merger wherein NewCo 123 Investments (Pty) Ltd ("NewCo 123 Investments") intends to acquire the assets relating to the fertiliser business of Afrifert (Pty) Ltd ("Afrifert"). Post-merger, the fertiliser business of Afrifert will be wholly owned and controlled by NewCo 123 Investments. NewCo 123 Investments is a newly incorporated entity, that will be ultimately jointly owned and controlled by Obaro Handel (Pty) Ltd ("Obaro Handel") and Koedoeskop Kunsmis (Vloeibaar) (Pty) Ltd ("KK"), each holding 50%.

Preceding internal restructuring

2. The proposed transaction is preceded by various internal steps. The Commission has concluded that these steps are indivisible as they take place immediately after each other and in the event that one of the steps fail to be implemented, none of the other steps will be implemented. This means that all the steps are interrelated and entirely dependent on each other.
-

Merging parties and their activities

3. NewCo 123 Investments does not have any activities or assets. Upon implementation of the proposed transaction, the business of NewCo 123 Investments will be that of Afrifert in relation to its fertiliser business.
4. Obaro Handel is an agricultural retail business in South Africa; and Obaro Financial Services provides production loans to farmers across South Africa. Obaro Handel sells a range of agricultural products to the South African market, one of which is fertiliser products. Obaro Handel purchases fertiliser products from various blenders which it holds as stock in its warehouses and sells to end-users (i.e., farmers and the general public). Obaro Handel has outlet stores in Gauteng, North-West, Limpopo, Mpumalanga and Northern Cape. In addition, Obaro Financial Services provides production loans to farmers to enable them to purchase various agricultural inputs.
5. KK is a blender and distributor of fertiliser products (mainly liquid fertiliser). KK sells its fertiliser to wholesale clients, retail clients as well as commercial clients, who are end-users of the product. KK has one plant located in Koedoeskop (between Brits and Thabazimbi), where it blends and distributes its fertiliser products.
6. The primary target firm is Afrifert, a firm incorporated in accordance with the laws of the Republic of South Africa. Afrifert is not controlled by any single shareholder. Afrifert has two divisions, a cotton ginning plant and, of relevance to the current transaction, it is a blender and distributor of fertiliser products (mainly dry fertiliser). Afrifert has one plant at which it blends fertiliser in Limpopo, Marblehall, from which it distributes its fertiliser products.

Competition assessment

7. The activities of KK and Afrifert result in a horizontal overlap in the market for the blending and supply of liquid and granular fertiliser. The proposed transaction also presents vertical aspects in that Obaro Handel operates as a retailer for various agricultural products including fertiliser, while Obaro Financial Services is a financial services provider, offering loans to fertiliser blenders such as KK and to farmers to fund the procurement of agricultural inputs.
-

8. In its assessment, the Commission found that there is limited substitutability between liquid and granular fertiliser. This is because there are material differences in the blending processes that require unique machinery for the wet versus dry blending. On the demand side, farmers use different machinery to dispense either formulation in the field. Farmers also use granular fertiliser and liquid fertiliser for different purposes and at different stages of the growing season. In certain instances, farmers may be able to use granular and liquid fertiliser interchangeably, but this is dependent on the farmer's application methods, equipment, and practices.
 9. The Commission did not definitively conclude on the relevant geographic market but assessed the competition effects of the proposed transaction both nationally in relation to granular fertiliser and in the Limpopo province (where the merging parties' activities are concentrated) in relation to liquid fertiliser. The Commission found that there are unique factors that play a role in the logistics of transporting liquid fertiliser which imply that the market for the supply of liquid fertiliser is localised or regional at most. Competitors of the merging parties have indicated that because of its low concentration levels, liquid fertiliser is not usually transported for long distances (beyond 200km). This was corroborated by farmers who indicated that transporting liquid fertiliser beyond 50km is costly.
 10. For purposes of the proposed transaction, the Commission assessed the competition effects of the proposed transaction in the following markets:
 - 10.1. The national market for the supply of granular NPK blended fertiliser; and
 - 10.2. The market for the supply of liquid NPK blended fertiliser in Limpopo.
 11. The Commission understands that Obaro Handel has a retail/wholesale store format where it stocks various agricultural inputs required by farmers in their businesses. In this regard, Obaro Handel purchases fertiliser and other agricultural inputs from blenders such as KK, Yara and Kynoch amongst others and resells to farmers. Obaro Handel therefore makes its profit from the fertiliser sales it makes to farmers. However, the merging parties have indicated that Obaro Handel almost exclusively facilitates sales financed by Obaro Financial Services, rather than on-sells, liquid fertiliser. There is therefore no overlap between the activities of Obaro Handel and those of KK and Afrifert in respect of the retail market. However, Afrifert supplies
-

its fertiliser through various channels including retailers such as Obaro Handel. Accordingly, a vertical overlap arises between Afrifert and KK regarding the supply of fertiliser to retailers/wholesalers in the downstream.

Market share assessment

12. Due to the unavailability of credible data/information on the size of the fertiliser market, the Commission was not able to calculate market shares. The Commission has faced similar challenges in a number of other mergers in these markets. However, the Commission consulted market participants to understand how competitors see the merging parties and to ascertain their position in the market.
13. The merging parties' competitors indicated that the merging parties are not significant players in the market. One competitor estimated that KK holds less than 10% market share nationally and regionally, in respect of liquid fertiliser. Competitors outlined the top 5 players in the northern region which generally includes Limpopo, Mpumalanga, North-West and Gauteng to be (i) Omnia; (ii) Sonskyn, (iii) Yara, (iv) Highfert; and (v) VS Kunsmis. KK was estimated to follow VS Kunsmis at number 6. Omnia continues to be the market leader as found in previous investigations.
14. Notwithstanding the unavailability of market share data, the Commission is of the view that it has sufficient information on market dynamics and the workings of the fertiliser market to form a view on the possible effects of the proposed transaction on competition. In this regard, the Commission considered closeness of competition, barriers to entry and countervailing power, as well as a vertical assessment looking at the relationship between Obaro Financial Services and KK as well as Afrifert and downstream retailers of fertiliser

Is the proposed transaction likely to result in unilateral effects?

15. While the merging parties did not advance the argument that Afrifert and KK are not close competitors, the Commission's investigation showed the merging parties are not likely to be close competitors in the supply of blended fertilizer.
-

16. Geographically, the two businesses are also not likely to be close competitors. Although both Afrifert and KK's facilities are in Limpopo, they are 206 km apart. From the Commission's engagements with farmers, it is apparent that even a distance of 50km is considered costly by farmers in terms of the transport costs associated with liquid fertiliser. Furthermore, some competitors indicated that liquid fertiliser should not be transported beyond 150km. As such, there is likely to be limited overlap in the farmers served by KK and Afrifert for the provision of liquid fertiliser, except perhaps for the customers located in the 94 km wide overlapping area between KK and Afrifert.

Barriers to entry and expansion

17. The Commission is of the view that barriers to entry for the supply of granular blended fertiliser are surmountable but are likely to be higher for the supply of liquid blended fertiliser. The main barriers to entry identified by market participants are (i) licensing and regulatory compliance and (ii) access to capital.

17.1. *Licensing and regulatory compliance:* the Commission understands that fertiliser products need to be registered with the relevant regulatory authority and that blending facilities must be registered with the Department of Agriculture, Land Reform and Rural Development ("DALRRD"). Competitors submit that product registration can take up to 24 months to be approved. This suggests that new entry is unlikely to be timely.

17.2. *Capital:* The Commission understands that the capital outlay required to start supplying fertiliser is dependent on the type and size of the operation envisioned. The merging parties submit that absent license application fees, the capital expenditure required by a new entrant is estimated to range between R15 million and R50 million depending on the nature of the fertiliser. Other competitors indicate that a determining factor for the capital outlay required is the volumes that the business intends to supply and the degree of product specialisation. They estimate that a business would need R 100 million to start operating with an additional R 150 million to R 200 million required for working capital

and holding stock. For a large-scale operation, one competitor submitted that the capital requirements to establish a business of its size would be in excess of R 1 billion.

18. In 2017, the Commission published its impact assessment on the interventions by competition authorities in the nitrogenous fertiliser industry in 2009 and 2010. The assessment found that approximately 50 to 60 new fertiliser blenders had entered the market nationally between 2010 and 2015. However, in the last 3 (three) years, entry appears to have slowed down with there being only 2 (two) new entrants to the market: Winfert and Henlie.

Countervailing power

19. Beyond the competitive constraints exerted by actual competitors and potential entrants to the market, competitive pressure can also be exerted on the merged entity by customers.
20. The Commission consulted farmers as well as the competitors of the merging parties and found that farmers are able to shop around for fertiliser in order to find a supplier that can provide fertiliser at the right price. There is some evidence to suggest that customers can moderate their fertiliser needs by planting a different crop. Farmers are able to negotiate better prices for fertiliser by purchasing collectively through cooperatives, which are an important source of fertiliser sales in South Africa.
21. As such, the Commission is of the view that customers have some degree of countervailing power in the market for blended fertiliser.

Vertical assessment

22. Obaro Handel and KK are in a vertical relationship in that Obaro Financial Services provides funding / agricultural loans to blenders such as KK as well as to customers (such as farmers) for the purchase of agricultural inputs including fertiliser. This raises a possibility of customer foreclosure concerns. Specifically, Obaro Financial Services may provide credit to farmers conditional on purchasing fertiliser from the merged entity or otherwise incentivise purchases from the merged entity through better credit terms. In addition, there is a vertical relationship between Afrifert and Obaro Handel in that Afrifert supplies its fertiliser products through various channels, including wholesalers/retailers such as Obaro Handel. This relationship
-

raises a possibility of input foreclosure concerns in that post-merger, Afrifert may choose to utilise Obaro Handel as its sole and exclusive retailer or supply other retailers on unfair and discriminatory terms.

Customer foreclosure

23. The Commission's investigation found that agricultural credit is an important source of sales for firms that supply agricultural inputs. However, market participants stated that there are several avenues that farmers can pursue for credit. For example, a number of competitors to the merging parties offer credit facilities that can be used to purchase fertiliser. Production loans can also be obtained from the top 4 commercial banks as well as specialised lenders such as Land Bank. Each of these sources of credit is a disciplining factor on Obaro Financial Services.
24. In light of the above, the Commission does not consider it likely that the merged entity will be able to foreclose rivals. Customers will continue to have several options for credit should they insist on purchasing fertiliser from the merged entity's rivals.
25. The merging parties also submit that Obaro Financial Services has funded liquid fertiliser purchases from several competitors of KK and by extension the merged entity. Competitors of the merging parties indicated that they could serve the granular and liquid fertiliser needs of Obaro Financial Services and the merged entity's customers. Although the Commission was unable to calculate market shares, there is sufficient evidence from third parties to indicate that KK is unlikely to be a dominant firm in the supply of liquid fertiliser.
26. The Commission also found that it is unlikely that the merged entity would refuse to finance purchases from KK's competitors as farmers would just as easily have their fertiliser and financing needs met by the merged entities' rivals. Furthermore, the Commission has not discovered instances in which Obaro Financial Services has tried to get customers to purchase agricultural inputs through Obaro Handel as a condition of credit.

Views of third parties

27. The Commission received a concern from a competitor of the merger parties. The competitor indicated that it was concerned about the possibility that Obaro may influence where the farmers it currently finances through Obaro Financial services, purchase their fertiliser going forward. In this regard, Obaro may start providing funding only to those who source their fertiliser from the merged entity (KK or Afrifert) or give preferential terms and conditions to customers buying from the merged entity. The competitor proposed that the merger be approved subject to a condition that Obaro continues to offer finance/credit to all farmers on non-discriminatory terms and conditions / criteria.

Merging parties' views on the concern

28. The Commission shared the concern with the merging parties and requested them to make submissions addressing the concern. In this regard, the merging parties submit that:

28.1. Obaro Financial Services is a registered credit provider with the National Credit Regulator. It is in the normal course of its business that Obaro Financial Services provides qualifying customers with credit facilities and / or production loans. Customers qualify subject to the terms and conditions of the National Credit Act, Act 34 of 2005 (the "Act") and/or other qualifying criteria. The concern raised by the competitor is not included in any criteria used or considered by Obaro Financial Services in granting credit facilities and/or production loans to its customers.

28.2. The merging parties emphasise that Obaro Financial Services does not stipulate where any existing / potential customer should purchase fertiliser products. Obaro Financial Services does not dictate any terms to its customers in this regard and such customers are at liberty to decide where to purchase fertiliser products.

28.3. The revenue generated by Obaro Financial Services is derived from interest and not fertiliser sales.

28.4. Therefore, it is not in the interest of Obaro Financial Services to require customers to purchase from a specific fertiliser blender as a precondition to granting credit facilities and/or production loans. The merging parties emphasise that the production loans granted by Obaro Financial Services are not only used to purchase fertiliser products but also to cover other input production costs.

29. The merging parties indicated that they are amenable to the proposed merger being approved subject to a condition that Obaro Financial Services will continue to provide credit to customers of all fertiliser companies including the newly formed companies, subject to the Act and other qualifying criteria required in the normal course of providing credit.

Commission views on the concern

30. The Commission engaged with other competitors and the merging parties' customers (farmers) to ascertain the validity of the concern raised by the competitor. As elaborated in the vertical assessment above, the Commission found that the concern is unlikely to materialise as various parties have confirmed the following:

30.1. the loans / financial assistance by Obaro Financial Services and other financiers is generally for various agricultural inputs and not only fertiliser, thus it would be difficult for Obaro to make such loans conditional for the benefit of its fertiliser business.

30.2. there are other entities who offer finance to farmers and therefore compete with Obaro nationally and in Limpopo. These include AFGRI and NTK Landbou.

31. Farmers at the very least have two credit lines, a cooperative such as Obaro Financial Services and a commercial bank providing some credit line such as overdraft. The commercial banks will continue to impose a competitive constraint on Obaro Financial Services post-merger. This is confirmed by farmers who indicated that they have alternative options that they can use to finance their fertiliser purchases, including commercial banks. In addition, the Commission notes that in its 2019 annual report, the Land Bank estimated the total value of agricultural debt to be R168.5 billion as of December 2018, a year-on-year increase of 6%, of which Land Bank finances approximately 27% and commercial banks another 60%. Agricultural co-operations like Obaro would fall under the remaining 13%.
-

32. On this basis, the Commission concluded that it is unlikely that Obaro could engage in any successful foreclosure strategy. Accordingly, the Commission is of the view that the condition as proposed by the competitor is not necessary.

Input foreclosure

33. The Commission also received a concern from a customer of the Afrifert in relation to the continued supply of fertiliser by Newco 123 Investments post-merger. In particular, the customer submits that it is currently stocking and reselling Afrifert fertiliser and that it has limited options to distribute fertiliser from other blenders as the majority of blenders in the market are vertically integrated. The customer was concerned that a decision to stop supplying it by Newco 123 Investments would have a significant negative effect on its business. The customer has requested a commitment from the merging parties that Newco 123 Investments will continue supplying them on similar and non-discriminatory terms post-merger.

Merging parties' views on the concern

34. The merging parties have indicated that they have no intention to use Obaro Handel as their exclusive retailer/distributor. The merging parties submit that they will continue working with the various wholesalers, retailers, distributors that Afrifert was working with before the merger, on condition that such dealings proceed on, and in future keep to, commercial and market related terms acceptable in the fertiliser industry, taking into consideration tonnages, pricing, rebates, and discounts. The merging parties have agreed to making this commitment a condition of the approval of the merger.

Commission views

35. Following engagement with the concerned customers as well as the merging parties' submission on the concern, the Commission found that the merger remedy proposed by the merging parties addresses the concern raised by Afrifert's customer.

Public interest

36. The merging parties have indicated that there will be no adverse effect on the public interest factors set out in the Act. In particular, no retrenchments are envisaged by the merging parties as a direct result of the proposed transaction. It is submitted that the employees of Afrifert relating to the fertiliser business will be re-employed by the primary acquiring firm after the implementation of the proposed merger.
37. In addition, the Commission notes that the proposed transaction introduces historically disadvantaged individuals (“HDIs”) as shareholders in the target business, which had zero HDI shareholding pre-merger.
38. In light of the above, the Commission is of the view that the proposed transaction is unlikely to result in any negative public interest concern.

Conclusion

39. Based on the above, the Commission approves the proposed merger subject to the condition that the merged entity will continue to supply the various wholesalers, retailers, distributors that that were working with Afrifert before the merger. The proposed condition is attached hereto as **Annexure A**
-

ANNEXURE A
OBARO HANDEL (PTY) LTD & NEWCO 123 INVESTMENTS (PTY) LTD
AND
K2021701599 S.A (PTY) LTD & AFRIFERT (PTY) LTD
CASE NO: 2021OCT0012

DEFINITIONS

1.1. The following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings –

- 1.1 **“Act”** means the Competition Act 89 of 1998, as amended;
- 1.2 **“Acquiring Firm”** means NewCo 123 Investments (Pty) Ltd with registration number: 2021/605477/07, a firm jointly owned by KK and Obaro Handel;
- 1.3 **“Afrifert”** means Afrifert (Pty) Ltd with registration number: 2005/012035/07;
- 1.4 **“Approval Date”** means the date referred to on the Commission’s merger clearance certificate (Form CC15);
- 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 **“Commission Rules”** means the Rules for the Conduct of Proceedings in the Commission;
- 1.7 **“Conditions”** means these conditions contained in this Annexure A, agreed to by the Merging Parties and the Commission;
- 1.8 **“Days”** means business days, being any day other than a Saturday, Sunday, or official public holiday in South Africa;
-

-
- 1.9 “**Implementation Date**” means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
- 1.10 “**KK**” means Kodoeskop Kunsmis (Vloeibaar) (Pty) Ltd with registration number: 2003/029953/07;
- 1.11 “**Merger**” means the acquisition of the Target Business’ assets by the Acquiring Firm;
- 1.12 “**Merging Parties**” means Newco 123 Investments, KK, Obaro Handel and the Target Business;
- 1.13 “**Merged Entity**” means the merged business operations of the Merging Parties;
- 1.14 “**Obaro Handel**” means Obaro Handel (Pty) Ltd with registration number: 1998/001675/07;
- 1.15 “**Target Business**” means the fertiliser business of Afrifert;
- 1.16 “**NewCo 123 Investments**” means NewCo 123 Investments (Pty) Ltd with registration number: 2021/605477/07;
- 1.17 “**Tribunal**” means the Competition Tribunal of South Africa; and
- 1.18 “**Tribunal Rules**” means the Rules for the Conduct of Proceedings in the Tribunal.

2. **RECORDAL**

- 2.1 On 06 October 2021, the Merging Parties filed the Merger. Following its investigation of the Merger, the Commission found that the Merger is unlikely to result in a substantial lessening and/or prevention of competition in any market in South Africa.
- 2.2 The Commission also found that the Merger does not raise any public interest concerns.
- 2.3 The Acquiring Firm is a newly incorporated entity that is owned by KK and Obaro Handel. The Acquiring Firm will acquire the assets relating to the fertiliser business of Afrifert and conduct business as a blender and supplier of fertiliser. Obaro Handel is a retailer of
-

various agricultural inputs including fertiliser products. Afrifert sold its fertiliser through various channels including retailers, such as Obaro Handel; distributors and/ or agents.

- 2.4 During the Merger investigation, a customer of the Target Business was concerned about whether the Merged Entity would continue to supply it with fertiliser post-Merger. To address this concern, the Merging Parties have agreed to the Conditions.

3. **CONDITIONS TO THE APPROVAL OF THE MERGER**

Supply condition

- 3.1 The Acquiring Firm will not use Obaro Handel as its sole and exclusive retailer, wholesaler and/or distributor.
- 3.2 The Acquiring Firm undertakes to continue its dealings with all of the Target Business' current, and possible future, retailers, wholesalers and distributors on commercially reasonable and non-discriminatory terms taking into consideration tonnages, pricing, rebates, and discounts.
- 3.3 The conditions endure for as long as the Acquiring Firm controls the Target Business in terms of the Act.

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

- 4.1 The Acquiring Firm shall inform the Commission of the Implementation Date within 5 (five) Days of its occurrence.
- 4.2 The Acquiring Firm shall, within 10 Days of the Implementation Date, share a copy of the Conditions with all the Target Business's customers and publish the Conditions on the Acquiring Firm and Target Business (or Merged Entity) website, for a period of 1 (one) year.
- 4.3 The Acquiring Firm shall within 5 (five) Days of publishing the Conditions, provide the Commission with an affidavit from a director (and any other information or documents
-

requested by the Commission), attesting the publication of the Conditions as contemplated in clause 4.2 above.

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**

- 7.1. All correspondence in relation to these Conditions must be submitted to the following email 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

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 2525

23 September 2022

File Plan Ref Number: **CM Project**



competitioncommission
south africa

**Guidelines on the Exchange of Competitively
Sensitive Information between Competitors under
the Competition Act No.89 of 1998 (as amended)**

Draft
12 September 2022

Persons Responsible:

Maya Swart

Kriska-Leila Goolabjith

Korkoi Ayayee

Luke Rennie

1. PREFACE

- 1.1. These Guidelines have been prepared in terms of section 79(1) of the Competition Act No. 89 of 1998 (as amended) (“the Act”) which, *inter alia*, empowers and authorises the Competition Commission (“Commission”) to prepare and issue guidelines to indicate its policy approach on any matter falling within its jurisdiction in terms of the Act. These Guidelines are not binding on the Commission, the Competition Tribunal, or the Competition Appeal Court in the exercise of their respective discretions and of their interpretation of the Act.
- 1.2. The Commission identified a need to provide guidance to industry associations and both public and private stakeholders on the sharing of information between competitors. From time-to-time industry associations and other stakeholders request advisory opinions from the Commission on setting up information exchange systems and it is apparent that there is some uncertainty on what constitutes permissible and impermissible information exchange within the framework of the provisions of section 4 of the Act. In the circumstances there is clearly a need for the Commission to provide guidance to relevant stakeholders on the type of information exchange that may potentially be harmful to competition and the type that may enhance efficiencies.
- 1.3. The Guidelines present the general approach that the Commission will follow in determining whether information exchange between firms that are competitors amounts to a contravention of section 4 of the Act. The principles set out herein are not intended to be applied mechanically, as information exchange cases are evaluated on a case-by-case basis, depending on, amongst other things, the nature of the information sought to be exchanged, the purpose for which the information is being exchanged and the market characteristics and dynamics. The Commission may from time to time amend the Guidelines where necessary.

2. DEFINITIONS

Unless the context indicates otherwise, the following terms are applicable to these Guidelines-

- 2.1. **“The Act”** means the Competition Act No. 89 of 1998, as amended;
- 2.2. **“Agreement”** when used in relation to a prohibited practice, includes a contract, arrangement or understanding, whether or not legally enforceable;
- 2.3. **“Aggregated information”** means information where the recognition or identification of an individual firm’s information is not possible;
- 2.4. **“Anti-competitive”** means an action and/or conduct by a firm that has adverse effects on local/regional/national/international competition (i.e., any relevant product or geographic market);
- 2.5. **“Competitively sensitive information”** means information that is important to rivalry between competing firms and likely to have an appreciable impact on one or more of the parameters of competition (for example price, output, product quality, product variety or innovation). Competitively sensitive information could include prices, customer lists, production costs, quantities, turnovers, sales, capacities, qualities, marketing plans, risks, investments, technologies, research and development programmes and their results;
- 2.6. **“The Commission”** means the Competition Commission, a juristic person established in terms of section 19 of the Act empowered to investigate, control, and evaluate competition matters in South Africa in accordance with the Act;

- 2.7. **“Competitors”** mean firms that are in the same line of business¹ in a particular market. This may include firms that actually compete with one another or have the potential to enter the relevant market and compete against one another. Competitors need not be in the same geographical market;
- 2.8. **“Concentration”** as used in reference to markets, refers to the number and relative size distribution of firms. The fewer competitors in a market, the more concentrated the market structure;
- 2.9. **“Concerted practice”** means cooperative or coordinated conduct between firms, achieved through direct or indirect contact, which replaces their independent action, but which does not amount to an agreement;
- 2.10. **“Disaggregated information”** means information that has been broken down into smaller units of information;
- 2.11. **“Efficiencies”** means a reduction in costs incurred by firms, reduction in search costs incurred by consumers, or other changes that result in fewer resources being used to produce and transact;
- 2.12. **“Firm”** includes a person (juristic or natural), partnership or a trust. This may include a combination of firms that form part of a single economic entity, a division and/or a business unit of a firm;
- 2.13. **“Guidelines”** mean these guidelines which have been prepared and issued in terms of section 79(1) of the Act;
- 2.14. **“Historical”** refers to Competitively Sensitive Information that relates to past activities that does not provide a meaningful indication of future intended pricing or other competitively significant factors. Whether information is historical is determined on a case-by-case basis.

¹ *The Competition Commission of SA, Anglo American Medical Scheme & others v United South African Pharmacies & others* Case No:04/CR/Jan02

- 2.15. **“Individualised”** refers to information from which a specific firm’s information can be identified;
- 2.16. **“Pro-competitive gains”** refer to increases in the total surplus or value realised by firms and consumers arising from trade due to an action and/or conduct by a firm;
- 2.17. **“Trade association”** means an association established by firms that operate in a specific industry to promote the collective interests of its membership;
- 2.18. **“Trading condition”** means any condition which affects a transaction including, but not limited to, credit terms, delivery charges, delivery schedules, minimum quantities, and interest charges; and
- 2.19. **“Tribunal”** means the Competition Tribunal, a juristic person established in terms of section 26 of the Act empowered to adjudicate competition matters in accordance with the Act.

3. INTRODUCTION

- 3.1. These Guidelines concern the exchange of competitively sensitive information between competitors. These Guidelines do not concern the exchange of information which is not competitively sensitive information. These Guidelines deal mainly with exchanges of competitively sensitive information between competitors directly or through a third party such as a trade association, an accounting firm, or a private company that collects firms’ information, processes it, and disseminates it among firms.
- 3.2. The Commission acknowledges that the sharing of information, which is competitively sensitive but historical and aggregated, among competitors, in appropriate circumstances, could have benefits for competition, including, but not limited to: improvement of investment decisions; improvement of product positioning; provision of organisational learning;

facilitation of entering an industry; benchmarking best practices; and general trends of market demand. Information exchanges which may benefit competitors without harming competition are, for example, exchanges on good governance practices and health and safety measures as well as nationally aggregated and historical information.

- 3.3. However, the exchange of competitively sensitive information could also be anti-competitive by increasing the likelihood of, establishing, or facilitating collusion or coordination among competitors. Furthermore, information exchange may also allow firms to achieve collusive or coordinated outcomes without concluding explicit agreements to co-operate.
- 3.4. The exchange of competitively sensitive information can be instrumental in performing two crucial tasks associated with collusion: coordination and monitoring. To avoid competition, firms will have to replace their competition with coordination by, for instance, setting prices at a level above what would otherwise be sustainable in a competitive market, or by agreeing to restricting output, or by sharing markets through an allocation of sales, territories, products, customers, or tenders. Having agreed to a particular price or market-sharing arrangement, firms will monitor for compliance to ensure that the participating firms are setting the collusive price and have sales consistent with the agreed-upon market allocation.
- 3.5. In some instances, the exchange of competitively sensitive information can result in foreclosure of new entrants by depriving them of access to the exchanged information and enabling the incumbent firms to observe and take steps to prevent or limit their entry into the market. This type of foreclosure is only possible if the information concerned is very important for competitive rivalry. The extent of the effect of the exchange of competitively sensitive information between competitors on competition within the relevant market will depend on the facts of each case. The strategic usefulness of the competitively sensitive information also depends on its aggregation and age, as well as market context and frequency of exchange.

- 3.6. These Guidelines describe those information exchanges that most often occur within the context of industry associations and that are likely to be subject to investigation and to form the subject of a prosecution by the Commission, because they facilitate or amount to collusion and may enable firms to achieve collusive or coordinated outcomes without the need to conclude explicit agreements to co-operate.
- 3.7. These Guidelines are general and are not market, sector, or industry specific.

4. OBJECTIVES

- 4.1. The primary objective of these Guidelines is to provide some measure of transparency regarding the types of information exchanges between competitors which the Commission considers likely to result in a contravention of section 4 of the Act and those types of information exchanges which are not covered by this provision.
- 4.2. These Guidelines are intended to assist firms, industry associations and other stakeholders to make informed decisions about the competition law consequences of the exchange of competitively sensitive information between competitors.
- 4.3. The principles outlined in these Guidelines are based on the Commission's experience through its investigations as well as guidance from other jurisdictions in relation to information exchange between competitors.

5. LEGAL FRAMEWORK

- 5.1. The legal framework for assessing the exchange of information between competitors and between competitors through a third party such as a trade association, is found in section 4(1) of the Act. Section 4(1) of the Act states as follows:

“4. Restrictive horizontal practices prohibited

- (1) *An agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if –*
- (a) *It has the effect of substantially preventing, or lessening, competition in a market, unless a party to the agreement, concerted practice, or decision can prove that any technological efficiency or other pro-competitive gain resulting from it outweighs that effect; or*
- (b) *it involves any of the following restrictive horizontal practices:*
- (i) *directly or indirectly fixing a purchase or selling price or any other trading condition;*
- (ii) *dividing markets by allocating customers, suppliers, territories, or specific types of goods or services; or*
- (iii) *collusive tendering.”*

5.2. Section 4(1)(a) of the Act prohibits the exchange of information between competitors that has the effect of substantially preventing or lessening competition, unless a party to the information exchange can prove efficiency benefits that arise from the information exchanged. Such efficiency benefits will also have to be shown to outweigh the anti-competitive effect resulting from the information exchange.

5.3. Section 4(1)(b) of the Act prohibits outright information exchange that involves:

5.3.1. the direct or indirect fixing of a purchase or selling price or any other trading condition;

5.3.2. the dividing of markets by allocating customers, suppliers, territories, or specific types of goods or services; and

5.3.3. collusive tendering.

5.4. The main difference between section 4(1)(a) and section 4(1)(b) is the option given to parties in terms of section 4(1)(a) to put up an efficiency

justification in defence of allegations of anti-competitive exchange of information.

- 5.5. Section 4(1)(b) provides for an outright prohibition when information exchange results in the conduct listed under section 4(1)(b) and there is no opportunity for raising efficiency, pro-competitive or technological gains as a defence to the alleged anti-competitive conduct.
- 5.6. Both section 4(1)(a) and section 4(1)(b) require that an agreement between, or concerted practice by firms, or a decision by an association of firms, be established as part of the contravention.
- 5.7. There are number of factors used to determine the harm caused by the exchange of competitively sensitive information which is set out below.

6. THE HARM CAUSED BY INFORMATION EXCHANGE

- 6.1. Anti-competitive conduct causes harm to competition within the market and to consumers through, for example, increased prices, exclusion of competitors, and raising barriers to entry.
- 6.2. The harmful effects of information exchange between competitors depends, *inter alia*, on the nature and characteristics of the information exchanged. As per the definition of competitively sensitive information, the nature of the information exchanged relates to the rivalry between competing firms. Generally, information related to prices and quantities is most important for competitive rivalry between firms, followed by information about costs and demand. However, if, for example, firms compete on research and development, it is the technology information that may be the most important for competitive rivalry.
- 6.3. General factors taken into account in evaluating the harm caused by exchange of competitively sensitive information are the market characteristics, the availability of the information exchange, the

indispensability of the competitively sensitive information given the purpose of the exchange, and whether the competitively sensitive information is historical or relates to current or future activities.

6.3.1. Market characteristics

- 6.3.1.1. The particular features of a market wherein competitors operate is an important consideration when evaluating information exchange between competitors. The relevant features of a market which may be taken into consideration include but are not limited to the following: whether products are homogenous; the level of concentration; the transparency of information in the market; the symmetry and stability of the market shares of the competing firms; barriers to entry and the history of collusion within the market.
- 6.3.1.2. Generally, the higher the concentration and the lesser the degree of product differentiation in a specific market, the more likely it is that competitively sensitive information exchanged between competitors may facilitate coordinated outcomes in the market and the higher the risk of an infringement of the Act. The exchange of competitively sensitive information by competitors in an oligopolistic market (a market dominated by a small number of suppliers) has a high risk of infringing the Act.
- 6.3.1.3. The assessment of the market characteristics will be done on a case-by-case basis. It is important to note that the exchange of competitively sensitive information may facilitate a collusive outcome even in circumstances where one or more of the features indicated above are not present or considered to be relevant.
- 6.3.1.4. Future price intentions, communication of current prices, exchange of disaggregated and recent past competitively sensitive information will, for example, be considered by the

Commission as evidence of a likely contravention of the Act independent of the market features.

6.3.2. Exchanging competitively sensitive information on non-historical current and future conduct

- 6.3.2.1. As a general rule, a firm that provides competitively sensitive information to competitors about the future, such as its intentions regarding future conduct, or what it anticipates or expects regarding competitors' future conduct, is anti-competitive, because it could constitute or facilitate a collusive understanding among firms. Any exchange among competitors about their future prices is likely to be regarded by the Commission as giving rise to an anti-competitive price-fixing agreement or concerted practice in contravention of section 4(1)(b) of the Act.
- 6.3.2.2. Any exchange of competitively sensitive current or very recent information between competitors is likely to be regarded by the Commission as anti-competitive because it could constitute or facilitate a collusive understanding among firms as well as serve to monitor compliance with a collusive agreement. Any discussion among competitors about their current prices and/or trading terms is likely to be regarded by the Commission as giving rise to an anti-competitive price-fixing agreement in contravention of section 4(1)(b) of the Act.
- 6.3.2.3. The exchange of competitively sensitive past information between competitors can be anti-competitive because it allows colluding firms to monitor for compliance and thereby sustain a collusive arrangement or where such competitively sensitive information provides a meaningful indication of future intended pricing or other competitively significant factors.

- 6.3.2.4. The level of aggregation is critical to an evaluation of the sharing of past competitively sensitive information with regard to its potential for supporting anti-competitive behaviour. The more disaggregated the competitively sensitive information is with regard to firms, customers, geographic areas, products, and time, the more useful the information is for monitoring of a collusive arrangement, and thus the more likely it is to be anti-competitive. Competitively sensitive information that allows identification of the firm or the customer or a narrow product-geographic area will raise competition concerns.
- 6.3.2.5. The frequency of price re-negotiations in the relevant market will determine whether competitively sensitive information is considered not to be useful for supporting collusion or “historical”. If the information is several times older than the average length of contracts in the relevant market, it could be considered to be historical.
- 6.3.2.6. It is generally accepted that the higher the frequency of information exchange, the more likely the increased market transparency will enable firms to effectively monitor each other’s behaviour, resulting in a dampening of competition in the relevant market. When long-term contracts are concluded, punishment could be possible even where exchanges are infrequent, as long as the exchanges are detailed.

6.3.3. Availability and mechanism

- 6.3.3.1. Competitively sensitive information shared among competitors to the exclusion of the general public may be considered by the Commission as evidence of a likely contravention of the Act, since it enables participating firms to achieve coordinated outcomes to the detriment of consumers in that market. This does not mean that the sharing of competitively sensitive information among

competitors which is made public may not fall foul of the Act. The exclusion of the general public increases the likelihood of harm to competition and consumers.

- 6.3.3.2. Aggregated historical competitively sensitive information that is to be disseminated among industry players must be reasonably accessible to all the industry players simultaneously, whether or not they form part of a particular industry association. Such information could for example be made available to non-members of an association upon payment of a reasonable fee.
- 6.3.3.3. Sharing of competitively sensitive information that will be available exclusively to competitors or some competitors in a market, will raise competition concerns even though that information may be known to some customers or could be established by means of independent actions that require cost or effort, such as going to the business premises of the competitor.
- 6.3.3.4. In assessing the exchange of competitively sensitive information between competitors, the Commission will identify and consider the mechanism used – whether the exchange of information was carried out in terms of direct exchange between the competing firms themselves, or in terms of indirect exchange through the participation of a trade association or another entity acting on their behalf. The Commission is more likely to view direct communication of competitively sensitive information between competitors as evidence of a contravention of section 4 since depending on the facts, the involvement of an independent third party in the collection and dissemination of the information could act as a risk mitigating factor to prevent the disclosure of disaggregated non- historical information to competitors.

6.3.4. Indispensability

- 6.3.4.1. To the extent that a real need to share competitively sensitive information to achieve efficiency gains that will be beneficial to society is identified and a mechanism of exchange is created to achieve the objective, the type of information, the aggregation, age, and confidentiality thereof, as well as the frequency of the exchange must carry the lowest risks to competition and must be indispensable for creating any efficiency gains resulting from the exchange that may be claimed by firms.
- 6.3.4.2. The exchange of information must be limited to the information that is relevant and necessary for the attainment of the claimed efficiency gains or objective.

7. INDUSTRY ASSOCIATIONS AND GOVERNMENT POLICY MAKERS

- 7.1. In this section we discuss information exchanged through industry associations and exchanges required by government policy makers. It should, however, be noted that the forms of information exchange dealt with in these Guidelines are not exhaustive but are the most common ways in which information can be exchanged between competitors.

7.1.1. Industry Associations

- 7.1.1.1. Industry associations are bodies that are created by some or all the participants in a particular industry or sector to promote the interests of that industry or sector. The decisions of associations are specifically covered in section 4(1) of the Act as decisions of associations of firms. The promotion of the interests of a particular industry or sector is not prohibited by the Act. The exchange of information that is not competitively sensitive, such as information relating to health and safety matters could, for example, be beneficial to workers in an industry or sector.

7.1.1.2. However, decisions by industry associations can also constitute or facilitate anti-competitive practices. These associations also provide platforms for information sharing among competitors. Industry associations must take steps to ensure that information sharing between members of the association does not prevent or lessen competition.

7.1.1.3. Most industry associations are not truly independent of their members since representatives of the members often form the decision-making bodies of the association. Therefore, the collection of disaggregated competitively sensitive information from members, to be collated by associations before distribution to their members, is problematic. The Commission strongly advises that industry associations should appoint independent parties to collect and to collate the information.

7.1.1.4. Generally, if information is historical and aggregated nationally it will not be problematic, depending on the characteristics of the market. Disaggregation which would allow competitors to derive information by district, by customers, by individual firm or sub-product category, is usually highly problematic and will be considered by the Commission as evidence of a likely contravention of section 4 of the Act.

7.1.2. Government policymakers or regulators

7.1.2.1. Government policymakers usually require information, which may include competitively sensitive information, from market participants in order to formulate policy. Government regulators require information to allow them to regulate industries. It is perfectly legitimate from a competition perspective, for policymakers and regulators to collect and process information from market participants and for firms to provide the relevant information.

7.1.2.2. However, competition concerns arise when industry participants themselves collect and process the information.² The Commission therefore recommends that policymakers and regulators themselves collect and process the information or appoint an independent party to collect and process the information. In addition, once the information has been collected and processed, steps need to be taken to ensure that the disaggregated competitively sensitive information remains confidential and is not provided to competing firms. Market participants must only be entitled to view the aggregated information.

7.1.3. General guidance

7.1.3.1. The Commission provides the following general guidance to firms who are competitors participating in industry associations and engaging with policy makers or regulators who require the submission of competitively sensitive information:

7.1.3.1.1. The purpose or object for the information exchange must be clearly identified and stated by the industry association or policy makers or regulators.

7.1.3.1.2. All information shared among competitors must be limited to what is relevant and necessary to achieve the object of the initiative or purpose for which the information is being collected and must carry the lowest risk.

7.1.3.1.3. The Commission strongly advises that industry associations should appoint independent parties to collect and to collate the information.

² See *The UK Agricultural Tractor Registration Exchange case*

- 7.1.3.1.4. Government policymakers may obtain disaggregated competitively sensitive information directly from firms without harming competition as long as government itself collates the information or appoints an independent party to collate the information. In addition, once the information has been collated, adequate steps need to be taken to ensure that the disaggregated information remains confidential and to ensure that it is not provided to competing firms. Market participants may only view the information if it is historical and in an aggregated format.
- 7.1.3.1.5. All competitively sensitive information shared among competitors must be aggregated at least nationally, must be historical and it should not be possible for competitors to identify firm specific information. For example, if only two firms participated in the exchange each firm would be able to identify the other's information. This may also be possible where the exchange involves more firms, but the market is highly concentrated.
- 7.1.3.1.6. Firms must not share and discuss individualised competitively sensitive information with competitors. They can, however, discuss aggregated market trends, e.g., the historical aggregated national annual industry demand or supplier information, which do not identify individual company information.
- 7.1.3.1.7. Competitors may not discuss individualised information on capacity, production volumes and sales figures. However, competitors can discuss aggregated total annual national capacity, production volumes and sales figures which are historical and that are prepared

by an independent third party. The aggregated figures should not identify individual company information and should be prepared in such a way that it is not possible to extrapolate individual company information.

- 7.1.3.1.8. In this context customer information, marketing strategies, budgets, as well as business and investment plans, cannot be discussed by competitors either in an individualised or aggregated format.

8. CONCLUSION

- 8.1. These Guidelines present the general approach that the Commission will follow in assessing the exchange of competitively sensitive information. These Guidelines are not exhaustive and will not affect the discretion of the Commission and/or the Tribunal and courts to consider the exchange of information issues on a case-by-case basis, taking into account the market circumstances and the nature of the information exchanged.
- 8.2. Should market participants be uncertain as to whether the exchange of information may potentially contravene the Act, such market participants should approach the Commission for further guidance.

9. EFFECTIVE DATE AND AMENDMENTS

These Guidelines become effective on the date indicated in the Government Gazette and may be amended by the Commission from time to time.

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 2526

23 September 2022

Draft Guidelines on the Exchange of Competitively Sensitive Information under the Competition Act**Explanatory note**

On 14 July 2017 the Competition Commission published draft *Guidelines on the Exchange of Information between Competitors under the Competition Act*, inviting public comment. The guidelines were intentionally broad and attempted to deal with as many forms of information exchange as possible.

The Commission received extensive comments from various interested parties. The main concerns raised by stakeholders related to the following:

- The definition of “Commercially Sensitive Information”;
- The lack of safe harbours;
- The need for more guidance on what information competitors may safely share;
- Industry specific concerns; and
- Public announcements.

There have been various internal iterations of the guidelines over time as the Commission tried to address the concerns raised by stakeholders. The Commission finally resolved to provide narrower, more focussed guidance to industry associations in particular because it is most often industry associations that contact the Commission seeking guidance on the issue.

The Commission retained a broad approach covering all markets and as a result the amended draft guidelines, like the previous draft, do not set out safe harbours. Any safe harbours would be dependent on the features of a particular market and can be more meaningfully determined on a case-by-case basis. The amended draft however does seek to provide more clarity on the type of exchanges of competitively sensitive information that is likely to fall foul of the Competition Act and *Commercially Sensitive Information* was replaced with *Competitively Sensitive Information*. The revised draft

guidelines only apply to the exchange of Competitively Sensitive Information between competitors. The revised guidelines no longer specifically deal with price signalling or public announcements, joint ventures, cross-directorship or cross-shareholding, customer requests for quotations, market studies and benchmarking since these topics are complex and better dealt with on a case-by-case basis.

Given that a long period of time has passed since the draft guidelines were initially published the Commission resolved to publish the amended draft *Guidelines on the Exchange of Competitively Sensitive Information under the Competition Act* for a further round of public comment.

Written comments are invited by the Commission from any interested person.

The *Draft Guidelines on the Exchange of Competitively Sensitive Information under the Competition Act* are attached hereto and can also be downloaded from www.compcom.co.za/guidelines/

Email: MayaS@compcom.co.za / KorkoiA@compcom.co.za /

LukeR@compcom.co.za

Tel: +27 12 394 3200

The Competition Commission South Africa

Private Bag X23

Lynwood Ridge

0040

The closing date for the submission of comments is **4 November 2022**.

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 2527

23 September 2022

COMPETITION COMMISSION**NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****DIS-CHEM PHARMACIES LIMITED****AND****SUPERSTRIKE INVESTMENTS 56 PROPRIETARY LIMITED T/A "BABY BOOM"****CASE NUMBER: 2021SEP0006**

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 September 2021 the Competition Commission ("Commission") received notice of an intermediate merger wherein Dis-Chem Pharmacies Limited ("Dis-Chem") intends to acquire 100% of the issued share capital of Superstrike Investments 56 Proprietary Limited t/a "Baby Boom". Following the implementation of the proposed transaction, Baby Boom will be wholly-owned and controlled by Dis-Chem.
 2. The primary acquiring firm is Dis-Chem. Dis-Chem stores focus on the retailing of scheduled and unscheduled pharmaceutical products, as well as front shop goods. The majority of Dis-Chem's sales are dispensary, personal care and beauty, as well as healthcare and nutrition products. A minimal portion of Dis-Chem's sales relates to baby products and baby toy products.
 3. In November 2020 Dis-Chem acquired Baby City which, like Baby Boom (the target firm in the current transaction), focuses exclusively on the sale of baby products. Baby City's product offering includes a full range of baby bathroom products, car seats, clothing, feeding
-

accessories, home and safety products, healthcare, maternity wear, nappies, nappy bags, nursery bedding and linen and many other products for infants and toddlers.

4. The primary target firm is Baby Boom. Baby Boom specialises in a comprehensive range of baby products, aimed at parents-to-be and parents of children up to the age of 3 (three) years. Similar to Baby City, the range of Baby Boom's products include the following: (i) Products used to transport babies - prams, strollers, car seats, baby carriers and travel systems; (ii) Baby feeding accessories - bottles, teats, cups, baby foods and nutritional formula; (iii) Baby bathing accessories - baby baths, baby shampoos, powders, creams, and lotions; (iv) Accessories for moms and moms to be - breast pumps, maternity underwear, pregnancy rolls and breast-feeding pillows; (v) Baby Toys, (vi) fast-moving consumer goods including baby nappies and wipes; (vii) Baby safety products - safety gates and bed guards; (viii) Baby Nursery accessories - mattresses, linen, duvet sets, camp cots and nursery furniture; and (ix) Baby clothing - mainly focused on christening clothes, caps and mittens.

Competition assessment

5. The Commission considered the activities of the merging parties and found that the proposed transaction raises an overlap in the retailing of baby and mother care products. The Commission has taken the view that baby and mother care retailers can be delineated into two types, namely, (i) specialist (i.e., Baby City and Baby Boom) and (ii) non-specialist (i.e., grocers, pharmacies and online platforms). As such, the market can be defined into the following segments: (i) the national market for the retail sale of non-specialised baby and mother care products, and (ii) the national market for the retail sale of specialised baby and mother care products.
 6. In terms of the relevant geographic market, the Commission will consider the effects of this transaction based on the broad market for the national retail supply of baby and mother care products (specialist and non-specialist retailers). The Commission defined a national market because the merging parties and most of their rivals service customers across South Africa through their brick-and-mortar stores as well as their online platforms. Further, the merging parties and their competitors also seem to determine pricing at a national level.
-

7. Notwithstanding the national geographic market, the Commission considered the possible effects of the proposed merger at a local level focusing on the narrow markets where Baby City and Baby Boom stores are located. In this regard, the Commission found that where Baby Boom and Baby City have stores in the same provinces, their stores are not located close to each other. Baby Boom has three stores located in the Eastern Cape, while Baby City has one, and each has one store located in Port Elizabeth. Baby Boom's store in Port Elizabeth is located at Bay West Mall, while Baby City's store is located at "Moffett on Main" Lifestyle Centre. These stores are approximately 14.2km apart. The Commission also notes that the Baby Boom store in Port Elizabeth is one of the stores earmarked for closure post-merger. Further, in all areas where Baby Boom is based it faces competition from various retailers including Clicks, Checkers, Game and Pick 'n Pay. Baby Boom and Dis-Chem are currently located in the same shopping centre in one area, Springs Mall, where there are various other retailers including Checkers, Clicks, Dis-Chem, Game, Pick 'n Pay.
8. The Baby Boom and Baby City stores in Bloemfontein are relatively close to each other at just over 6 kilometres apart. However, there are other retailers including Clicks, Checkers and Pick 'n Pay who will compete with the merged entity post-merger. Babies R Us is also 7.7km from the Baby Boom store in Bloemfontein. The Commission is of the view that there are sufficient alternatives that will continue to constrain the merged entity in the local area after the merger.

Market share and concentration levels

9. In the national market for the retail of baby and mother care products, the Commission found that the merged entity will have a minimal combined market share with an insignificant accretion. The estimated market shares are based on sales revenue. There are several national retailers with larger market shares who will continue to compete with the merging parties post-merger.
 10. Based on the market shares and accretion, the Commission was of the view that the transaction will not result in any significant changes in the prevailing market structure and competition dynamics in the national market.
-

11. In addition to assessing market shares and market structure, the Commission conducted a closeness of competition analysis focusing on the similarities and differences between different categories of specialist stores as well as all specialist stores vis-à-vis mass retailers who also offer baby mother care products. In this regard, the Commission assessed several metrics (including the products and services offered by the merging parties as well as their customers) to determine whether the merging parties are close competitors.

Range of inventory and store size

12. The Commission found that the quantity and scope of inventory that can be stocked by a retailer is linked to the store size and the availability of shelf space. The availability and range of products offered by a retailer will, in turn, affect consumer footfall. Variety, and stock selection are thus some of the factors that drive footfall and/ revenue into baby stores.

13. The distribution of floor space in retail stores is another metric that can determine whether the merging parties focus on the same market segment. The Commission found that specialist and non-specialist stores carry varying products and product ranges. For instance, specialist baby and mother care stores stock an extensive range of baby products or product categories such as baby accessories, baby foods and baby personal care. The Commission found that there was a noticeable difference in the store sizes of Dis-Chem and Baby City retail stores average.

14. The Commission found that while retailers such as Baby Boom and Baby City are geared towards retailing of specialised baby and mother care products, the same cannot be said for pharmacies such as Dis-Chem and grocers where a greater portion of their floor and shelf space is dedicated to non-specialised products. Although the Commission did not definitively conclude on this aspect of competition, it appears that non-specialist retailers (pharmacies and grocers) may not be close competitors to specialist retailers such Baby Boom and Baby City at this stage of market development.

15. The Commission also compared the range of products offered by the merging parties. Baby City is a baby destination retail store, offering a wide range of premium product categories, together with sales staff trained on specific brands. Baby Boom does not carry a wide range of premium products and stocks products at a lower price point. Nonetheless, the Commission

notes from the merging parties' Joint Competitiveness Report as well as from desktop research that Baby City offers some overlapping product ranges to Baby Boom.

16. The Commission found that Baby Boom and Baby City sell comparable product ranges and thus, may be regarded as close competitors at a national level. At a local level, closeness of competition may be dependent on factors including, *inter alia*, types of products sought by the consumer, willingness of consumers to travel (i.e., convenience), availability of stock and the types of quality brands stocked (premium versus non-premium).

Revenue drivers

17. The Commission evaluated the revenue drivers in Baby Boom and Baby City retail stores for the 2020 financial year and concluded that the merging parties can be regarded as close competitors given that they appear to focus on the same specialised product offering and market segments.
 18. However, the Commission's assessment indicated that there is some differentiation between the brands offered by Baby City and Baby Boom. Baby City's customers comprise of middle- to high-income consumers, whilst Baby Boom focuses largely on the low-income customers, with a smaller target market consisting of middle-income customers. This is confirmed by some global suppliers of baby care products who submit that Baby City sources a comprehensive basket of specialised premium baby products compared to Baby Boom. Further, Baby Boom stores are strategically located in outlying areas targeting predominantly the lower LSM consumers.
 19. In light of the above, the Commission took the view that the merging parties, particularly Baby City and Baby Boom can be regarded as close competitors in relation to the specialist retail of baby and mother care products at a national level. This is because they render similar products and service offerings, as well as focus on the same broad market (i.e., mainly retailing of specialised baby and mother care products). However, Baby City does appear to stock more premium brands while Baby Boom focused on mass-market or less expensive brands.
-

20. The Commission also noted that barriers to entry into the specialist baby retail market appear to be surmountable as there have been several new entrants with brick-and-mortar stores as well as online stores in the last three years. This includes entry by specialist retailers such as Chelino Baby (2019); Clicks Baby (2021); Little Me by Checkers (2021), and Everyshop (2021).
21. Overall, the Commission found that the proposed transaction is unlikely to substantially lessen or prevent competition in any relevant market.

Third-party concerns

22. During the investigation, the Commission received concerns from some of the merging parties' competitors. One competitor submitted that it is concerned about Dis-Chem attaining significant market share as a result of the transaction thereby increasing its purchasing power with both local and international suppliers. Another competitor indicated that while it does not believe that this merger will have a significant impact on its business, it points out to the Commission that Dis-Chem's acquisition of Baby Boom (Dis-Chem having already acquired Baby City) significantly increases its buying power within this market including in portfolios such as nappies.

Merging parties' views on the concerns

23. In response to the concerns, the merging parties reiterated that Baby Boom's market share does not constitute a considerable portion of the market and that there will be no significant accretion of market shares as a result of the proposed transaction.
24. The merging parties submitted that the merged entity would continue to face competition from a number of competitors. In this regard, the merging parties submit that the primary competitive constraints facing the merging parties are exerted by other baby specialist stores, such as Babies-R-Us, Kids Emporium, Baby Fantasy, Chelino, A-Zee Baby's World and traders who trade from baby shows, and more recently, Clicks, Shoprite and Mr. Price. It is submitted that these retailers cater specifically for expectant mothers, newborn babies and toddlers.
-

25. Accordingly, the merging parties submitted that the third-party concerns set out above are misplaced, as there will be no material change in the market structure as a result of the proposed transaction.

Commission views on the concerns

26. Given that the concerns raised by third parties mainly relate to increased bargaining power, the Commission engaged with suppliers of the merging parties including those of FMCG products such as nappies and formula to establish their views on the transaction. While some of the suppliers derive a substantial portion of their business from Dis-Chem, they made it clear that they will not accept any unfavourable terms from Dis-Chem and that negotiations with Dis-Chem are always balanced.

27. Based on the information before it, the Commission was of the view that it is unlikely that the merged entity will, post-merger, have significant bargaining power against its suppliers.

Public interest

28. The proposed transaction raised public interest concerns in that the merging parties identified roles which may potentially be duplicated and become redundant, thereby resulting in retrenchments as a result of the proposed transaction. The merging parties submit that this is not substantial when viewed in the context of the entire staff complement of the merging parties. Further and for the sake of completeness, Baby Boom indicated that it had undertaken retrenchments based on operational requirements that were unrelated to the proposed transaction.

Are the retrenchments merger specific?

29. The merging parties accept that the possible future retrenchments identified above are merger specific. The merging parties have indicated that these potential retrenchments are not substantial when viewed in the context of the entire staff complement of the merging parties.

30. The Commission will first consider whether the pre-merger retrenchments and the retrenchments likely to result from the closures are merger specific and then consider whether the retrenchments in total, are substantial.

31. The Commission considered the merging parties' submissions and could not find any evidence to suggest that the employees retrenched before the merger and the envisaged store closures and resulting retrenchments are merger specific. The Commission was of the view that retrenchments that would result from the store closures were also unlikely to be merger specific.

Is the merger-specific retrenchment of employees substantial?

32. Following consideration of a number of factors, the Commission was also of the view that the total number of employees who may be retrenched because of duplications, all things considered, was not substantial.

DTIC Participation

33. The Department of Trade Industry and Competition ("DTIC") filed a notice of intention to participate in this matter. The DTIC urged the acquiring firm to consider accepting the following conditions:

33.1. Suspend the decision to close any Baby Boom stores for a period of 24 months.

33.2. Workers who have been retrenched or who are in the process of being retrenched as well as workers who may lose their jobs in future should be offered employment opportunities when suitable positions become available within the Dis-Chem Group.

33.3. Baby Boom to retain and where possible improve on its level of local procurement including procurement from SMMEs and HDI-owned businesses.

34. The Commission shared the DTIC's submission with the merging parties. The merging parties' response to the proposals advanced by the DTIC is outlined below.

35. Regarding the suspension of the decision to close Baby Boom stores, the merging parties, *inter-alia*, submitted that the proposed transaction will not be commercially viable should the proposed transaction be approved subject to such a condition.
36. The merging parties agreed to the proposed transaction being approved subject to a condition obligating the merged entity to give preference to the retrenched employees for a period of 2 (two) years after the implementation of the merger, in order to address concerns relating to employment.
37. In relation to the local procurement commitment, the merging parties submitted that Baby Boom endeavours to procure some of its products locally.

Conclusion

38. For the above reasons, the Commission approved the proposed transaction subject to the condition obligating the merged entity to give preference to the retrenched employees for a period of 2 years after the implementation of the merger set out in **Annexure A** hereto
-

ANNEXURE A
DIS-CHEM PHARMACIES LIMITED
AND
SUPERSTRIKE INVESTMENTS 56 PROPRIETARY LIMITED T/A “BABY BOOM”

CASE NO: 2021SEP0006

1. DEFINITIONS

The following expressions shall bear the meaning assigned to them below and cognate expressions bear a corresponding meaning:

- 1.1. **“Acquiring Firm”** means Dis-Chem;
 - 1.2. **“Affected Employees”** means the employees occupying positions which may potentially be redundant as a result of the Merger, and which may form part of a potential retrenchment process.
 - 1.3. **“Affected Stores”** means all of the identified loss-making stores of the Target Firm that have closed or are still to close soon after Implementation Date;
 - 1.4. **“Approval Date”** means the date referred to in the Competition Commission's clearance certificate (Form CC 15);
 - 1.5. **“Baby Boom”** means Superstrike Investments 56 Proprietary Limited t/a “Baby Boom”, being the Target Firm;
 - 1.6. **“Commission”** means the Competition Commission of South Africa;
 - 1.7. **“Competition Act”** means the Competition Act 89 of 1998, as amended;
 - 1.8. **“Conditions”** means these conditions;
 - 1.9. **“Day”** means any calendar day which is not a Saturday, a Sunday or an official public
-

holiday in South Africa;

- 1.10. "**Dis-Chem**" means Dis-Chem Pharmacies Limited, being the Acquiring Firm;
- 1.11. "**Implementation Date**" means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
- 1.12. "**Loss-Making Store Employees**" means all employees who have been subject to a retrenchment process or may be subject to a potential retrenchment process in the event that any of the Affected Stores are closed;
- 1.13. "**LRA**" means the Labour Relations Act 66 of 1995, as amended;
- 1.14. "**Merged Entity**" means the Acquiring Firm and Target Firm;
- 1.15. "**Merging Parties**" means the Acquiring Firm and the Target Firm;
- 1.16. "**Merger**" means the acquisition of control by the Acquiring Firm over the Target Firm;
- 1.17. "**Target Firm**" means Baby Boom;

PUBLIC INTEREST CONDITIONS

2. EMPLOYMENT

- 2.1. The Merged Entity commits for a period of 2 (two) years after the Implementation Date, to give preference to the Affected Employees and the Loss-Making Store Employees provided they have the requisite qualifications, skills, know-how and experience should there be available vacancies at the Merged Entity.
- 2.2. The Merged Entity shall use its reasonable endeavours to communicate available vacancies at the Merged Entity to the Affected Employees and the Loss-Making Store Employees for a period of 2 (two) years after the Implementation Date.
-

3. MONITORING OF COMPLIANCE WITH THE CONDITIONS

- 3.1. The Merging Parties shall circulate a copy of the Conditions to the Affected Employees and Loss-Making Store Employees and/or their respective representatives within 10 (ten) Days of the Approval Date.
- 3.2. As proof of compliance with clause 3.1 above, the Merging Parties shall within 10 (ten) Days of circulating the Conditions, provide the Commission with an affidavit from a director employed by the Merged Entity attesting to the circulation of the Conditions and attach copies of said notices.
- 3.3. The Merging Parties shall inform the Commission of the Implementation Date within 5 (five) Days of its occurrence.
- 3.4. The Merged Entity shall submit a comprehensive annual compliance report to the Commission, setting out the extent of its compliance with clauses 2.1 and 2.2 of the Conditions for the duration of the Conditions.
- 3.5. The compliance report shall be accompanied by an affidavit (deposed to by a senior official of the Merged Entity) confirming the accuracy of the information contained in the compliance report.
- 3.6. Any Affected Employee or Loss-Making Store Employee who believes that his/her employment with the Merging Parties has been terminated in contravention of the Conditions may approach the Commission with his/her complaint.

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 39 of the Rules for the Conduct of Proceedings in the Competition 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 lifted, revised or amended. Should a dispute arise concerning 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 shall be sent to 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

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 2528

23 September 2022

COMPETITION COMMISSION**NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****DPD LASER EXPRESS LOGISTICS (PTY) LTD****AND****FAST AND FURIOUS DISTRIBUTION (PTY) LTD****CASE NO: 2021JUL0064**

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 as set out below:

1. On 30 July 2021, the Competition Commission (Commission) received a notice of an intermediate merger wherein DPD Laser Express Logistics (Pty) Ltd (DPD Laser) intends to acquire 100% of the issued share capital of Fast and Furious Distribution (Pty) Ltd (Fast and Furious). Post-merger, Fast and Furious will be solely controlled by DPD Laser.

Activities of the merging parties

2. DPD Laser is a private company incorporated in South Africa. DPD Laser controls the following (dormant) entities, namely DPD Laser Express Logistics (Namibia) (Pty) Ltd, Dawn Wing Express Distribution (Pty) Ltd (Dawn Wing) and Time Freight Express Distribution (Pty) Ltd. DPD Laser is jointly controlled by GeoPost SA and the Laser Group (Pty) Ltd (Laser). DPD Laser is part of an international delivery services network. In South Africa, DPD Laser provides express and standard parcel delivery services to businesses and consumers within South Africa through its Dawn Wing business.
-

3. Fast and Furious is a private company incorporated in South Africa. Fast and Furious owns 100% of the shares in FNF Fleet (Pty) Ltd and Air Pup (Pty) Ltd. Fast and Furious provides domestic standard parcel delivery services to businesses and consumers operating in South Africa.

Competition Assessment

4. The Commission found that there is a horizontal relationship between the activities of the merging parties in that both DPD Laser and Fast and Furious are involved in the provision of parcel delivery services in South Africa.
5. In terms of market shares, the Commission found that post-merger, the merged entity will have an estimated market of less than 10%, with a minimal market share accretion. The Commission's assessment identified numerous competing firms in the market that will continue to constrain the merged entity post-merger such as DSV South Africa (Pty) Ltd, Value Logistics (Pty) Ltd, City Couriers Logistics (Pty) Ltd, Aramex, Fedex Corporation, RAM Hand-to-Hand Courier, Skynet Worldwide Express and The Courier Guy, amongst others. Further, none of the competitors and customers of the merging parties have raised any concern regarding the proposed merger. Accordingly, the Commission concluded that the proposed merger is unlikely to substantially prevent or lessen competition in the market for the provision of courier services in South Africa.

Public interest considerations

6. The Commission notes that the proposed merger is likely to raise employment concerns. The merging parties submit that in a worst-case scenario, a total of 67 permanent employees are likely to be retrenched. Both parties have branches across South Africa (in areas such as Cape Town, Johannesburg and Durban) and anticipate that the integration of their operations will result in certain positions being duplicated, hence the need for retrenchments. The potential duplications are identified in the areas of management, operation, call centre, warehouse, fleet, sales and marketing and administration. This process is likely to affect employees employed in various branches across all job
-

categories. Further, concerns regarding the merger's impact on employment have been raised by the relevant trade unions and the Minister of Trade, Industry and Competition.

7. In order to ensure that the proposed transaction does not raise significant employment concerns post-merger, the Commission is of the view that it is necessary to impose conditions to alleviate any employment concerns that may arise as result of the proposed transaction. The merging parties have agreed to the conditions. Accordingly, the Commission imposed the conditions attached as **Annexure A** hereto.
8. Further, no other public interest issues arise as a result of the proposed transaction.

Conclusion

9. The Commission therefore approves the proposed transaction subject to the conditions set out in **Annexure A** hereto.
-

ANNEXURE A
DPD LASER EXPRESS LOGISTICS (PTY) LTD
AND
FAST AND FURIOUS DISTRIBUTION (PTY) LTD
CASE NUMBER: 2021JUL0064

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this document the following expressions bear the meanings assigned to them below and related expressions bear corresponding meanings —
- 1.1.1 **"Affected Employees"** means the 67 duplicated permanent employee roles at DPD Laser and Fast and Furious that will arise following the implementation of the Merger;
- 1.1.2 **"Alternative Positions"** means the 60 (sixty) available positions that will become available upon the expiry of the fixed-term contracts of temporary employees of the Merged Entity;
- 1.1.3 **"Approval Date"** means the date referred to on the Commission's merger Clearance Certificate;
- 1.1.4 **"Close Family member"** means the spouse, children, brother, sister, mother, father, sister's children and brother's children of the Affected Employee that may be dependent on the Affected Employee;
- 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 **"Competition Act"** means the Competition Act, 89 of 1998, as amended;
- 1.1.7 **"Conditions"** means these conditions contained in this Annexure A, agreed to by the Merged Entity and the Commission;
-

-
- 1.1.8 **“DPD Laser”** means DPD Laser Express Logistics (Pty) Ltd;
- 1.1.9 **“Days”** mean business days, being any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
- 1.1.10 **“Fund”** means an allocation of money to the value of R 25 000 for the Affected Employees for purposes of skills development;
- 1.1.11 **“Fast and Furious”** means Fast and Furious Distribution (Pty) Ltd
- 1.1.12 **“Implementation Date”** means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
- 1.1.13 **“LRA”** means the Labour Relations Act No. 66 of 1995 (as amended);
- 1.1.14 **“Merged Entity”** means the combined firm resulting from the Merger between DPD Laser and Fast and Furious;
- 1.1.15 **“Merger”** means the acquisition of control over Fast and Furious by DPD Laser;
- 1.1.16 **“Merging Parties”** means Fast and Furious and DPD Laser;
- 1.1.17 **“Moratorium”** means the period between the Approval Date and the Implementation Date and, thereafter, a period of 2 (two) years from the Implementation Date;
- 1.1.18 **“Rules”** mean the Rules for the Conduct of Proceedings in the Competition Commission and the Rules for the Conduct of Proceedings in the Competition Tribunal;
- 1.1.19 **“SATAWU”** means the South African Transport and Allied Workers Union;
- 1.1.20 **“South Africa”** means the Republic of South Africa;
- 1.1.21 **“Temporary Employees”** means the 60 (sixty) employees currently employed by the Merging Parties on fixed-term contracts; and
-

- 1.1.22 "Tribunal" means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Competition Act.

2. RECORDAL

- 2.1 On 30 July 2021, the Commission was notified of the Merger. Following its investigation of the Merger, the Commission is of the view that same is unlikely to substantially prevent or lessen competition in any market.
- 2.2 From a public interest perspective, the Merging Parties indicated that there could be a need for the involuntary retrenchment of the Affected Employees. Given concerns raised by the relevant trade unions and the Department of Trade, Industry and Competition, the Merging Parties and the Commission have agreed to the Conditions.

3. CONDITIONS TO THE APPROVAL OF THE MERGER

3.1 EMPLOYMENT

- 3.1.1 Except for the Affected Employees and Temporary Employees, the Merged Entity shall not retrench any employees as a result of the Merger subject to paragraphs 3.1.2 and 3.1.3.
- 3.1.2 The Merged Entity shall not retrench any Affected Employees in South Africa as a result of the Merger during the Moratorium period.
- 3.1.3 The Merged Entity shall not retrench any Temporary Employees in South Africa as a result of the Merger, for a period of 6 (six) months following the Implementation Date.
- 3.1.4 For the sake of further clarity, retrenchments do not include (i) 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; (vii) any decision not to renew or extend a contract of a contract worker..

- 3.1.5 Upon the expiry of the Moratorium period, the Merged Entity shall –
- 3.1.5.1 In the first instance offer voluntary severance packages to all Affected Employees. In the event that the Affected Employee does not accept a voluntary severance package, offer an Alternative Position in lieu of retrenchment in the form of transfers to an alternative role at the Merged Entity.
 - 3.1.5.2 In the event that the Affected Employee accept the Alternative Position, ensure that the Affected Employee is transferred on a permanent basis with uninterrupted service and assume the terms and responsibilities of the new role.
 - 3.1.5.3 In the event the Affected Employee elects not to redeployed, offer a skills development award of R 25 000 to each of the Affected Employees.
 - 3.1.5.4 Establish the Fund to re-skill or re-train the Affected Employees. The Fund shall be applied in accordance with the principles and conditions set out in Annexure A1 of these Conditions.
 - 3.1.5.5 Maintain a database of the names and contact details of all Affected Employees and, should any vacancies arise within the broader DPD Laser business, undertake to inform such employees of relevant vacancies through their last known contact details such an email and/or cellphone numbers, amongst others.
-

4. MONITORING OF COMPLIANCE WITH THE CONDITIONS

- 4.1 The Merging Parties shall circulate a copy of the Conditions to all employees and/or their respective representatives, including but not limited to SATAWU within five (5) Days of the Approval Date.
- 4.2 As proof of compliance thereof, the Merging Parties shall within five (5) Days of circulating the Conditions, provide the Commission with an affidavit from a senior official of each of the Merging Parties attesting to the circulation of the Conditions and attach a copy of the notice sent.
- 4.3 The Merging Parties shall inform the Commission of the Implementation Date within five (5) Days of its occurrence.
- 4.4 The Merged Entity shall submit a list of the 60 (sixty) available positions within 10 (ten) Days of the expiry of the Moratorium period.
- 4.5 The Merged Entity shall submit written confirmation of offering these positions to Affected Employees within 20 Days after the expiry of the Moratorium Period.
- 4.6 The Merged Entity shall, for a period of 3 (three) years from the Implementation Date, submit a report on each anniversary of the Implementation Date, detailing its compliance with the Conditions.
- 4.7 Each report submitted in terms of paragraph 4.6 shall be accompanied by an affidavit of a director of the Merged Entity confirming the accuracy of the information contained in the report and attesting to the compliance with the Conditions.
- 4.8 Any person who believes that the Merging Parties have failed to comply with the Conditions may approach the Commission with their complaint.
-

5. APPARENT BREACH

- 5.1 An apparent breach by the Merging Parties of any 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.

6. VARIATION OF THE CONDITION

- 6.1 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.

7. GENERAL

- 7.1. All correspondence in relation to these Conditions shall be sent to 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

Annexure A1

1. The Chief Financial Officer or any appointed Finance or Human Resources Manager in the employment of DPD Laser (Fund Manager) shall be appointed to control and manage all financial and accounting aspects of the Fund.
 2. Each Affected Employee will be allocated a maximum of R25 000 for purposes of training or reskilling. For the sake of clarity, the Merged Entity cannot dedicate to the Affected Employee the type and form of reskilling training or programme that the Affected Employee requires.
 3. Any Affected Employee wishing to make use of the designated Fund shall apply to the Fund Manager within 12 (twelve) months from the date of his/her retrenchment, for the allocation of all or a portion of the fees payable for the training. The application shall be fully motivated and shall include details (on accredited document of the training facility in question) of the cost of the training programme, the material covered in the course and the certification or other accreditation conferred on participants upon successful completion of the training programme. DPD Laser will, upon request from any Affected Employee, assist or arrange for the assistance of any prospective applicant with the application process to the respective institution where the training programme is offered.
 4. Should an application for the training be successful, DPD Laser shall make payment of the fees in question directly to the training institution in question.
 5. DPD Laser shall not unreasonably refuse to disburse Fund to any Affected Employee who wishes to undertake any skills training or programme.
 6. DPD Laser shall continue to offer funding to the Affected Employees or their Close Family Member for a period of 3 (three) years from the Implementation Date or until the Fund is exhausted, whichever occurs sooner.
 7. If the funding is not taken up within 1 (one) year from the date of the retrenchment of the Affected Employee, it will be forfeited.
-

8. In the event that the Affected Employee does not opt for training or reskilling, the Affected Employee can request that the Fund be utilized by a nominated Close Family member for the purposes of paying school fees and/or any other expense related to the education of the nominated Close Family member.
 9. Clause 4 above will also apply in instances where the Affected Employee nominate a Close Family member as a beneficiary.
 10. Any portion of the amount allocated to the Fund that remains unclaimed by the Affected Employees will be retained by DPD Laser.
-

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 2529

23 September 2022

COMPETITION COMMISSION**NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****DEUTSCHE POST AG****AND****J.F. HILLEBRAND GROUP AG****CASE NUMBER: 2021SEP0009**

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 as set out below:

1. On 06 September 2021, the Competition Commission ("Commission") received a notice of an intermediate merger whereby Deutsche Post AG ("DP AG") through its wholly owned subsidiary Deutsche Post Beteiligungen Holding GmbH ("DP BH"), intends to acquire J.F. Hillebrand Group AG ("Hillebrand AG"). Post-merger, DP AG will control the Hillebrand AG.
 2. The primary acquiring firm is DP BH, a company incorporated in accordance with the laws of Germany. DP AG is a public company listed on the Frankfurt Stock Exchange and as such it is not controlled by any single shareholder. DP AG controls several firms including DHL Supply Chain (South Africa) (Pty) Ltd ("DHL Supply Chain") and DHL Global Forwarding SA (Pty) Ltd ("DHL Global Forwarding"). DP BH, DP AG and all the firms it controls directly or indirectly are collectively referred to as the "Acquiring Group" and/or the "Acquiring Group".
 3. The primary target firm is Hillebrand AG, a company incorporated in accordance with the company laws of Belgium. Hillebrand AG is controlled by COBEPA S.A. Hillebrand AG
-

controls the following firms in South Africa, (i) Braid Logistics Africa (Pty) Ltd (“Braid Logistics”), (ii) JF Hillebrand South Africa (Pty) Ltd (“JF Hillebrand South Africa”), (iii) JFH Capital (Pty) Ltd and (iv) Trans Ocean Liquid Technologies (Pty) Ltd. Hillebrand AG and all the firms they control, shall be referred to as the “Target Group”.

4. The Acquiring Group is a global logistics company that conducts its business through the following three segments in South Africa: (i) Express services, which entails the urgent transportation of documents and goods from door to door; (ii) Contract logistics, that includes warehousing and transport as well as value-added services such as service logistics and packaging solutions for strategic industrial sectors; and (iii) Freight forwarding services, which entails brokering transport services for goods between customers and freight carried using ocean, land and air transportation.
5. The Target Group is an international logistics group that provides various services of the freight forwarding industry, including airfreight, ocean freight, inland transport, warehousing, inventory management and the manufacturing and sales of flexitanks and insulation liners for ISO containers.

Relationship between the parties/ products (horizontal / vertical)

6. The Commission assessed the activities of the merging parties and found that the proposed transaction gives rise to a horizontal overlap as the merging parties are active in the provision of freight forwarding services in particular (i) ocean, (ii) land and (iii) air freight forwarding services in South Africa. The Commission did not conclude on the relevant market. However, the Commission assessed the horizontal overlap in the following markets:
 - 6.1. The broad market for freight forwarding services;
 - 6.2. The narrow market for air freight forwarding services;
 - 6.3. The narrow market for land freight forwarding services; and
 - 6.4. The narrow market for sea freight forwarding services.

Assessment of horizontal overlap in the broad market for freight forwarding services

7. The Commission found that the merged entity will have a low market share in the market for freight forwarding services, with minimal accretion. The merged entity will continue to be
-

constrained post-merger by alternative freight forwarding services such as Imperial Logistics Limited, Khuehne and Nagel, DB Schenker, Barloworld Limited and Value Logistics Limited. The Commission also notes that the market is fragmented with more than 900 players.

Assessment of the narrow markets

8. The Commission is not aware of publicly available data that could be used for calculating market shares relating to (i) air, (ii) land and (iii) sea freight forwarding services. In addition, the competitors of the merging parties did not provide information on the narrow markets. Thus, the Commission relied on the market share submissions by the merging parties and submissions from customers in determining the concentration levels in the affected narrow markets.

Assessment of air freight forwarding services

9. The Commission is of the view that the proposed transaction is unlikely to substantially prevent or lessen competition in air freight forwarding services as the merging parties will have a low combined post-merger market share between 1% to 10% in the market for air freight forwarding service with several competitive alternatives in the market.

Assessment of the land freight forwarding services

10. The Commission is of the view that the proposed transaction is unlikely to substantially prevent or lessen competition in land freight forwarding services as the merging parties will have a low combined post-merger market share (below 5%) in the market for land freight forwarding services with several competitive alternatives in the market.

Assessment of the sea freight forwarding services

11. The Commission is of the view that the proposed transaction is unlikely to substantially prevent or lessen competition in sea freight forwarding services as the merging parties will have a low combined post-merger market share at below 5%. In addition, the customers of the merging parties who mainly uses ocean freight forwarding services have highlighted that there are a number of alternatives outside of the merging parties such as Nagel, Outsource Outsourced Industrial Logistics (Pty) Ltd, Inter-Sped (Gauteng) (Pty) Ltd, Bollore, Kuehne & Nagel, DSV and Megafreight Services (Pty) Ltd as alternatives.
-

12. Taken as a whole, the Commission is of the view that the proposed transaction is unlikely to substantially prevent or lessen competition in the relevant market.

Public interest

Employment

13. The Commission found that the Acquiring Group engaged in pre-merger retrenchments (“Pre-merger Retrenchments”) and that they also anticipate post-merger retrenchments (“Post-merger Retrenchments”).

14. In terms of Pre-merger Retrenchments, the Commission did not find any evidence suggesting that the pre-merger retrenchments were triggered by the proposed merger. Instead, the pre-merger retrenchments appear to be triggered by a loss of several key contracts.

15. With respect to Post-merger Retrenchments, the Commission also found that these are likely linked to the loss of a particular client. As such, the Commission is of the view that it is likely that the Post-merger Retrenchments are operational in nature given the impact of Covid 19 on declining volumes of the customers of the Acquiring Group and consequently of the volumes of the Acquiring Group.

16. However, given that the Acquiring Group engaged in operational retrenchments pre-merger and anticipate further operational retrenchments, the merging parties have agreed to a condition to offer re-employment opportunities to suitably qualified employees, should opportunities arise within the Merged Entity in a 24-month period following the merger. In the 24-month period, preference will be given to the (i) retrenched employees, (ii) employees who have taken voluntary separation packages and (iii) those who will be likely to be retrenched post-merger. These conditions are attached as **Annexure A** hereto.

17. The proposed transaction does not raise any other public interest concerns.

18. The Commission therefore approves the proposed transaction with conditions. The conditions are attached hereto as **Annexure A**.

ANNEXURE A
DEUTSCHE POST AG

AND

J.F. HILLEBRAND GROUP AG

CASE NUMBER: 2021SEP0009

CONDITIONS

1. DEFINITIONS

The following expressions shall bear the meaning assigned to them below and cognate expressions bear a corresponding meaning:

- 1.1. **“Acquiring Firm”** means Deutsche Post AG, including its South African operations carried through, *inter alia*, the Relevant South African Subsidiaries;
 - 1.2. **“Approval Date”** means the date referred to in the Competition Commission's clearance certificate (Form CC 15);
 - 1.3. **“Commission”** means the Competition Commission of South Africa;
 - 1.4. **“Competition Act”** means the Competition Act 89 of 1998, as amended;
 - 1.5. **“Competition Tribunal”** means the Competition Tribunal of South Africa;
 - 1.6. **“Conditions”** means these conditions;
 - 1.7. **“Day”** means any calendar day which is not a Saturday, a Sunday or an official public holiday in South Africa;
 - 1.8. **“Employee”** has the same meaning as in the LRA;
-

- 1.9. **“Implementation Date”** means the date, occurring 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. **“Merging Parties”** means the Acquiring Firm and the Target Firm;
- 1.12. **“Merger”** means the acquisition of control by the Acquiring Firm over the Target Firm;
- 1.13. **“Relevant South African Subsidiaries”** means DHL Global Forwarding and DHL Supply Chain;
- 1.14. **“Retrenched Employees”** means the total of employees that have been retrenched for operational reasons by the Relevant South African Subsidiaries in South Africa, with the retrenchment process of such employees having commenced during the course of the 2020 calendar year;
- 1.15. **“Voluntary Separation Package Employees”** means the employees who concluded voluntarily separation packages with the Relevant South African Subsidiaries, during the period between December 2020 and January 2021;
- 1.16. **“Employees Likely To Be Retrenched”** means a total of employees that may be retrenched for operational reasons; and
- 1.17. **“Target Firm”** means J.F. Hillebrand Group AG, including its South African operations.

2. RECORDAL

- 2.1. On 06 September 2021, the Commission received notification of the Merger.
- 2.2. The Commission found that the Relevant South African Subsidiaries initiated non-merger specific pre-merger retrenchments and may possibly implement post-merger retrenchments of the Employees Likely to be Retrenched based on the decline in the sales volumes as well as a loss of key contracts stemming from June 2020. As a consequence, that led to Retrenched Employees and Voluntary Separation Package Employees opting for voluntary
-

separate packages.

- 2.3. Given that the Relevant South African Subsidiaries engaged in pre-merger retrenchments the Commission requested that the Merging Parties institute as a commitment/condition of the Merger that, when suitable employment opportunities become available, the Relevant South African Subsidiaries will make offers of employment to suitably qualified Retrenched Employees, Voluntary Separation Package Employees and Employees Likely To Be Retrenched.
- 2.4. In light of the above and following engagements between the Merging Parties and the Commission, the Merging Parties agreed to a commitment to offer the Conditions set out in clause **Error! Reference source not found.** below.

3. CONDITIONS

- 3.1. Should a vacancy arise at the Relevant South African Subsidiaries for a period of 2 (two) years from the Approval Date, the Relevant South African Subsidiary shall use its commercially reasonable endeavours to inform the Retrenched Employees and the Voluntary Separation Package Employees of the vacancy using the contact details on its records for the Retrenched employees.
- 3.2. In the event that the Employees Likely to Be Retrenched have been retrenched by the Implementation Date, the provisions of paragraph **Error! Reference source not found.** shall apply to such employees *mutatis mutandis*.
- 3.3. For the duration of the period referred to a paragraph **Error! Reference source not found.** above, and where a Retrenched Employee applies for a vacant position in South Africa and the Relevant South African Subsidiary is reasonably satisfied that the Retrenched Employee is suitable for that position, the Relevant South African Subsidiary shall give preference to such Retrenched Employee and Voluntary Separation Package Employees in the recruitment process.
- 3.4. The provisions of paragraph 2.3 shall apply *mutatis mutandis* in the event that the Employees Likely To Be Retrenched have been retrenched by the Implementation Date.
-

4. MONITORING OF COMPLIANCE WITH THE CONDITIONS

- 4.1. The Merging Parties shall circulate a copy of the Conditions to all Employees and/or their respective representatives in South Africa within 5 (five) Days of the Approval Date.
- 4.2. As proof of compliance with clause **Error! Reference source not found.**, each of the Merging Parties shall, within 10 (ten) Days of circulating the Conditions, provide the Commission with an affidavit from a director employed by each of the Merging Parties attesting to the circulation of the Conditions and attach copies of said notices.
- 4.3. The Merging Parties shall inform the Commission of the Implementation Date within 5 (five) Days of its occurrence.
- 4.4. The Merging Parties shall submit to the Commission a list of Retrenched Employees and Voluntary Separation Package Employees within 10 (ten) Days of the Approval Date.
- 4.5. In the event that the Employees Likely to Be Retrenched have been retrenched by the Implementation Date, the Merging Parties shall submit to the Commission a list of the Employees Likely to Be Retrenched within 10 (ten) Days of the Implementation Date.
- 4.6. As proof of compliance with clauses **Error! Reference source not found.** to **Error! Reference source not found.**, on the anniversary of the Approval Date, each of the Merging Parties shall submit an affidavit from a director employed by the relevant Merging Party, attesting to compliance with the Conditions.

5. APPARENT BREACH

- 5.1. In the event that the Commission receives a complaint in relation to non-compliance with the Conditions or discovers that there has been an apparent breach of these 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. Either or both of the Merging Parties may at any time, on good cause shown, apply to the Commission for any of the Conditions to be waived, relaxed, modified and/or substituted. Should a dispute in relation to the variation of the Conditions arise, the Merging Parties shall apply to the Competition 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 these Conditions shall be sent to 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

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 2530

23 September 2022

COMPETITION COMMISSION**NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****A2 INVESTMENT PARTNERS (PTY) LTD****AND****NOVUS HOLDINGS LIMITED****CASE NUMBER: 2021OCT0037**

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 as set out below:

1. On 22 October 2021, the Competition Commission ("Commission") received a notice of an intermediate merger whereby A2 Investment Partners (Pty) Ltd ("A2 Investment") intends to acquire control over Novus Holdings Limited ("Novus").
 2. The parties indicate that A2 Investment currently has 37.55% shareholding in Novus (comprising 18.92% directly together with 18.62% of the shares managed on behalf of Peresec Prime Brokers (Pty) Ltd ("Peresec"). Given that A2 Investment holds 37.55% of the voting rights in Novus a mandatory offer has been triggered in terms of the Companies Act, No. 71 of 2008 (as amended) in terms of which a cash offer will be made by A2 Investment to all Novus shareholders for the acquisition of additional shares in Novus.
 3. In terms of the structure of the proposed transaction, A2 Investment intends to acquire additional shares and voting rights in excess of 50% in Novus. The merging parties indicate
-

that A2 Investment intends on acquiring additional shares in Novus through (i) a “Mandatory Offer” and/or (ii) an “Open Market Purchase” as described in detail below:

- 3.1. **Mandatory Offer:** A2 Investment will offer cash to the existing shareholders of Novus to acquire their respective shareholdings. Depending on how many Novus shareholders accept the cash offer, A2 Investment could acquire shares in excess of half the issued share capital in Novus, which may likely afford them *de facto* or *de jure* control. The Mandatory Offer is envisaged to close on 11 February 2022; and
 - 3.2. **Open Market Purchase:** Given that the Mandatory Offer presents the possibility that A2 Investment may not acquire any additional shares in Novus, A2 Investment will proceed to acquire shares in Novus on the Open Market following the expiry of the Mandatory Offer. If this happens, A2 Investment will have control over Novus in terms of the Competition Act.
 4. Upon the implementation of the proposed transaction, A2 Investment will control Novus. However, the Commission highlights that the Mandatory Offer is likely to close on 11 February 2022. However, the merging parties indicate that should A2 Investment fail to acquire control through the Mandatory Offer, this will trigger an Open Market Purchase which does not have any specified timeframes as to when control in Novus will be acquired. Given the uncertainty in terms of the time period for the change of control, the merging parties have agreed to a condition that: (i) Should A2 Investment acquire *de facto* and or *de jure* control over the Target Firm before 24 months of the approval date, A2 Investment shall inform the Commission of its acquisition within 20 (twenty) business days of establishing control clearly indicating whether A2 Investment acquired *de facto* or *de jure* control; and (ii) Should A2 Investment establish *de jure* and/or *de facto* control over Novus after 24 months of the approval date, A2 Investment shall notify the acquisition of the *de facto* and/or *de jure* control as separate mergers in terms of section 13A of the Competition Act, to the extent that the thresholds for an intermediate or large merger are met. The conditions are attached hereto as “**Annexure A**”
 5. The primary acquiring firm is A2 Investment, a company incorporated in accordance with the laws of South Africa. A2 Investment is jointly controlled by Marble Head Investments (Pty) Ltd
-

(75%) ("Marble Investments") and Zariv Investments (Pty) Ltd (25%) ("Zariv Investments"). Marble Investments is in turn controlled by André van der Veen while Zariv Investments is controlled by Adrian Zetle. A2 Investment, and all firms directly and indirectly controlled by André van der Veen and Adrian Zetle shall be referred to as the "Acquiring Group". The Acquiring Group is an investment firm with a diversified portfolio in various industries such as sports betting, construction, agriculture and technology industries.

6. The primary target firm is Novus. Novus is not controlled by any individual shareholders. The following are its major shareholders Peresec Prime Brokers (Pty) Ltd ("Peresec") 18.98%; A2 Investments (17.43%); Ninety-One (11.98%) and Value Capital Partners (10.41%). Novus controls in excess of 10 (ten) firms which includes amongst others Paarl Media Holdings (Pty) Ltd; Paarl Coldset (Pty) Ltd and Latiano 554 (Pty) Ltd. Novus and all the firms it directly or indirectly control shall be referred to as the "Target Group". The Target Group is a commercial printing, manufacturing and packaging business with eight specialised printing plants and a tissue plant in South Africa. The Target Group provides a range of printing and packaging services, as well as tissue production. These printing services include printing solutions for newspapers, magazines, retail inserts, commercial material, labels and books.

Relationship between the parties/ products (horizontal / vertical)

7. The Commission assessed the activities of the merging parties and found that the proposed transaction does not give rise to a horizontal overlap as the Acquiring Group does not provide products or services that are functionally substitutable with those of the Target Group. In addition, there is no vertical overlap between the activities of the merging parties as the merging parties currently do not supply any products and/or services to each other.
8. 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

9. The proposed transaction does not raise any public interest concerns.
-

10. Considering the above, the Commission concludes that the proposed merger is unlikely to substantially prevent or lessen competition in any market. The Commission also found that the proposed merger is unlikely to raise public interest concerns.

 11. Given the uncertainty in respect of the time period in relation to the acquisition of control over Novus by A2 Investment, the merging parties agreed to a condition that should A2 Investment establish de jure and/or de facto control over Novus after 24 months of the approval date, A2 Investment shall notify the acquisition of the *de facto* and/or *de jure* control as separate merger(s) in terms of section 13A of the Competition Act. The Commission therefore approves the proposed transaction with conditions. The conditions are attached hereto as **Annexure A**.
-

ANNEXURE A
A2 INVESTMENT PARTNERS (PTY) LTD

AND
NOVUS HOLDINGS LIMITED

CASE NUMBER: 2021OCT0037

CONDITIONS

1. DEFINITIONS

The following expressions shall bear the meaning assigned to them below and cognate expressions bear corresponding meaning: –

- 1.1. “Acquiring Firm”** means A2 Investment Partners (Pty) Ltd
 - 1.2. “Approval Date”** means the date referred to in the Commission’s decision;
 - 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. “Companies Act”** means Companies Act 71 of 2008 (as amended);
 - 1.6. “Competition Act”** means the Competition Act 89 of 1998 (as amended);
 - 1.7. “Conditions”** means these conditions;
 - 1.8. “Mandatory Offer”** means the mandatory offer in terms of section 123 of the Companies Act to purchase Novus shares from the current shareholders of Novus which is anticipated to expire on 11 February 2022;
-

CONTINUES ON PAGE 130 OF BOOK 2

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. 687

23 September 2022
September

No. 46959

PART 2 OF 2

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



9 771682 584003



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

- 1.9. **“Merging Parties”** means the Acquiring Firm and the Target Firm;
- 1.10. **“Open Market Purchase”** means the purchase of the Novus shares in the open market following the expiry of the Mandatory Offer;
- 1.11. **“Target Firm”** means Novus Holdings Limited;
- 1.12. **“Tribunal”** means the Competition Tribunal of South Africa;
- 1.13. **“Tribunal Rules”** means the Rules for the Conduct of Proceedings in the Competition Tribunal.
-

2. RECORDAL

- 2.1. On 22 October 2021, the Commission received notice of an intermediate merger in terms of which the Acquiring Firm intends on acquiring control over the Target Firm.
- 2.2. The Commission notes that the Mandatory Offer could possibly provide the Acquiring Firm with *de facto* control over the Target Firm and fall short of *de jure* control over the Target Firm. Additionally, it is possible that the Acquiring Firm could move from *de facto* control to *de jure* control as a consequence of the Open Market Purchase which is not clear in terms of timing.
- 2.3. Given the uncertainty in terms of the time periods for the acquisition of control, the merging parties and the Commission agreed to a condition in clause 3 below

3. CONDITIONS

- 3.1. Should the Acquiring Firm acquire *de facto* and/or *de jure* control over the Target Firm within 24 (twenty-four) months of the Approval Date, the Acquiring Firm shall inform the Commission of its acquisition within 20 (twenty) business days of establishing control clearly indicating whether the Acquiring Firm acquired *de facto* or *de jure* control. For the sake of clarity, the Acquiring Firm is entitled to acquire both *de facto* and *de jure* control over the Target Firm within 24 (twenty-four) months after the Approval Date.
- 3.2. Should the Acquiring Firm fail to establish *de jure* and/or *de facto* control over the Target Firm within 24 (twenty-four) months of the Approval Date, the Acquiring Firm shall notify the acquisition of any subsequent acquisition of control as separate mergers in terms of section 13A of the Competition Act, to the extent that the thresholds for an intermediate or large merger are met.

4. MONITORING OF COMPLIANCE WITH THE CONDITION

- 4.1. The Acquiring Firm shall notify the Commission of the Implementation Date within 5 (five) Business Days.
-

- 4.2. The Acquiring Firm shall inform the Commission of the acquisition referred to in 3.1 by submitting an affidavit deposed to by the Chief Executive Officer.
- 4.3. Where applicable, the Acquiring Firm shall notify the Commission of the merger envisaged under 3.2 in the prescribed manner in terms of the Competition Act.

5. BREACH

- 5.1. If the Commission receives any complaint concerning non-compliance with the 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 with Rule 37 of the Tribunal 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 concerning 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 in relation to these Conditions must be submitted to the following email 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

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 2531

23 September 2022

COMPETITION COMMISSION**NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****BRIDGESTONE MINING SOLUTIONS AUSTRALIA (PTY) LTD****AND****OTRACO INTERNATIONAL (PTY) LTD****CASE NUMBER: 2021JUL0039**

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 16 July 2021, the Competition Commission (Commission) received a notice of an international intermediate merger wherein Bridgestone Mining Solutions Australia (Pty) Ltd (BMSA) intends to acquire 100% of the issued shares of Otraco International (Pty) Ltd. On completion of the proposed transaction, BMSA will own and control Otraco.

Parties to the transaction

2. The primary acquiring firm is BMSA. BMSA is a wholly owned subsidiary of the Bridgestone Corporation (Bridgestone). Bridgestone is a public company listed on the Tokyo Stock Exchange. Bridgestone's shares are widely held, and the company is not controlled by any single shareholder.
 3. The primary target firm is Otraco. Otraco is a wholly owned subsidiary of Downer EDI Mining (Pty) Ltd (Downer Mining).
-

Activities

4. Bridgestone is a multinational corporation headquartered in Tokyo, Japan. Globally, Bridgestone develops, manufactures, and markets tyres for a number of applications. Of relevance to the proposed transaction are Bridgestone's supply of OTR ("off the road") tyres and related products and services to mining customers in South Africa. In this space, Bridgestone's main activities relate to the manufacture and supply of OTR tyres to mining customers. OTR tyres are supplied either to operators of the mines directly, or to third party service providers who then on-sell the tyres to the mines while also providing related tyre management services. Bridgestone also provides on-site OTR tyre management services to mining customers.

5. Otraco is a global provider of OTR and lights mobile equipment tyre management solutions to customers across the mining sector in Australia, New Zealand, Chile, and Southern Africa (South Africa, Botswana, and Namibia). These services are directed at increasing productivity and reducing the total cost of tyres and are generally provided to mining customers on-site. Otraco's core OTR tyre management services offering is supported by a proprietary computerised tyre management system, called Otracom. Recording real-time data from tyre sensors, Otracom tracks and manages tyres and rims from manufacture to disposal, providing essential performance data reporting at key stages. Otraco also delivers tyre pressure monitoring systems via software applications, which utilise live data feeds to monitor tyre life, issuing alerts when maintenance is required and producing performance data reporting. Otraco currently supplies Otracom (by way of a licence) to any third party at an agreed price when requested.

Relevant markets

6. Considering the above, the Commission identified the following markets relevant for the assessment of the proposed transaction:
 - 9.1. Upstream market for the supply of OTR tyres to the mining sector in South Africa;
 - 9.2. Broad market for the provision of OTR management services to the mining sector in South Africa;
-

9.3. Narrow market for the provision of open cast OTR management services to the mining sector in South Africa; and

9.4. Narrow market for the provision of underground OTR management services to the mining sector in South Africa.

Competition analysis

7. In the upstream market for the supply of OTR tyres to the mining sector in South Africa, the Commission found that Bridgestone is a significant player. Otraco is not active in this market. This market is considered for the purposes of the potential vertical assessment.
8. In the broad market for the provision of OTR management services to the mining sector in South Africa, the Commission found that Bridgestone is not a significant player in this market whereas Otraco appears to be a market leader in this market.
9. In the narrow market for the provision of open cast or surface OTR management services to the mining sector in South Africa, the Commission found that Bridgestone is not a significant player in this market. Otraco appears to be a market leader in this market.
10. In the narrow market for the provision of underground OTR management services to the mining sector in South Africa, the Commission found that Otraco currently does not generate revenue from this market. Bridgestone also does not appear to be a significant player in this market.

Theories of harm

11. The Commission considered the following theories of harm for the proposed transaction.

Unilateral effects - OTR management services to the mining sector in South Africa

12. The Commission found that the merging parties are not close competitors in the market for the provision OTR management services. The Commission notes that Bridgestone is not a significant player in this market. Further, the Commission found that customers of the merging parties (mines) appear to have some form of countervailing power (i.e., the ability to negotiate better prices and commercial terms). Mines generally procure OTR management services and/or tyres through a tender process. These are generally procured in separate tenders. For
-

surface mining, OTR tyre management services and OTR tyres are procured separately. Mines prefer to buy tyres directly from the OEMs as the tyres are expensive and not of normal size (i.e., large, and ultra-large). For underground mining, medium to small tyres are required and because these are generally available, some mines combine tenders for smaller tyres and tyre management services. However, even for small and medium tyres, not all mines combine the tenders with tyre management services. Prices and price adjustment mechanism are normally agreed at the tender stage. Mines generally enter into 3 (three) year OTR management services contracts with service providers. Thereafter, a similar tender process is followed.

13. Considering the above, the Commission is of the view that the proposed transaction is unlikely to result in substantial unilateral effects in the market for OTR management services to the mining sector in South Africa.

Potential vertical assessment

14. The Commission notes that there is a potential vertical overlap between the activities of the merging parties in South Africa as Bridgestone manufactures and supplies OTR tyres whereas Otraco is a provider of OTR tyre management services. Some OTR management companies purchase OTR tyres from manufacturers such as Bridgestone and on-sell to mines. Further, some tenders (mostly underground OTR management tenders) require a service provider to also provide tyres in addition to its service offering. In considering potential vertical concerns, the Commission considered whether the proposed transaction is likely to substantially result in input and customer foreclosure.

Input Foreclosure

15. In considering input foreclosure, the Commission considered whether the merged entity will have the ability and incentive to foreclosure downstream competitors of Otraco from accessing OTR tyres or raise the operating costs of such competitors by providing access on unreasonable terms. This concern was also raised by competitors of the merging parties.
 16. The Commission found that in the upstream market for the supply of OTR tyres to the mining sector, Bridgestone is a significant player. Although it appears that Bridgestone might have
-

the ability to foreclose, the Commission is of the view that the merged entity is unlikely to have the incentives to foreclose. The Commission notes that in South Africa Bridgestone's main business is the manufacturing and supplying tyres (including OTR tyres). In the manufacturer and supply of OTR tyres, Bridgestone competes vigorously with Michelin and other OTR tyre manufacturers. Therefore, should Bridgestone engage in an input foreclosure strategy, it is likely to lose customers to other OTR tyre manufacturers. Further, the Commission notes that Bridgestone generates substantial revenue from the sale of tyres (including OTR tyres).

17. Considering the above, the Commission is of the view that it is unlikely that the merging parties will have the incentives to foreclose access to OTR tyres. As such, the Commission will not consider effects.

Customer Foreclosure

18. In considering customer foreclosure, the Commission considered whether Bridgestone is acquiring a significant customer of tyres to the extent that its upstream competitors will be foreclosed of a customer in the downstream market. The Commission found that the proposed transaction is unlikely to substantially result in any customer foreclosure concerns.

19. Considering the above, the Commission is of the view that the proposed transaction is unlikely to result in any potential foreclosure concerns.

Portfolio effect assessment

20. The Commission assessed whether, as a direct result of the proposed transaction, the merged entity will be able to leverage Otraco's dominance in either the Broad Market and/or the OTR Open Cast Market to the advantage of Bridgestone in the Upstream Market. Several third parties raised the concern that Otraco could use its dominant market position in the relevant markets to recommend to mines implicitly or explicitly, Bridgestone OTR tyres ahead of competing OEM OTR tyres.

21. The Commission however did not find any evidence to support the submissions that the merger would result in portfolio effects. In particular, the Commission found that the
-

procurement of OTR tyres by the mines is done independently of the OTR tyre management companies. The mines make decisions based on several factors including price, performance and the need to have security of supply. Given this feature of the market, the Commission found that the merger is not likely to result in portfolio effects.

Other concerns raised by third parties

Access to competitively sensitive information

22. The Commission received concerns that in rendering OTR tyre management services, Otraco has access to the performance data of third party OTR tyre suppliers. Post-merger, this information could be accessed by Bridgestone, giving the latter a competitive advantage over its rivals.
23. The merging parties submitted that third party concerns do not bear merit since Otraco only has access to technical as opposed to competitive information as regards competing for OEM OTR tyres. Lastly, any data collected by Otraco for OTR tyre management purposes is owned by the respective mines.
24. Notwithstanding the above the Commission and the merging parties agreed to conditions to mitigate any information exchange concerns. The conditions are attached as **Annexure A** hereto.

Public interest

25. The proposed transaction does not raise any public interest issues.

Conclusion

26. Taken as a whole, the Commission is of the view that the proposed transaction is unlikely to substantially prevent or lessen competition in the relevant markets. Further, the proposed transaction does not raise public interest issues.
 27. Therefore, the Commission approves the proposed transaction subject to conditions attached as **Annexure A**.
-

ANNEXURE A
BRIDGESTONE MINING SOLUTIONS AUSTRALIA (PTY) LTD
AND
OTRACO INTERNATIONAL (PTY) LTD
CASE NO: 2021JUL0039

DEFINITIONS

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 Firm”** means Bridgestone Mining Solutions Australia (Pty) Ltd;
 - 1.2. **“Approval Date”** means the date referred to on the Commission’s Clearance Certificate (Form CC15);
 - 1.3. **“Bridgestone SA”** means Bridgestone South Africa (Pty) Ltd;
 - 1.4. **“Bridgestone Corporation”** means Bridgestone Corporation, a public company listed on the Tokyo Stock Exchange;
 - 1.5. **“Bridgestone Group”** means Bridgestone Corporation and all its subsidiaries worldwide, but excluding Otraco and Otraco SA;
 - 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 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 contained in this Annexure A, agreed to by the
-

Merging Parties and the Commission;

- 1.10. **“Data”** means all tyre data, performance data, prices, and technical specifications of tyres that Otraco has access to in conducting its ordinary OTR tyre management services (including historic data and data on R&D products not currently available in the market);
- 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 of control over Otraco by the Acquiring Firm;
- 1.13. **“Merging Parties”** means Bridgestone Corporation, the Acquiring Firm, and Otraco;
- 1.14. **“Otraco”** means Otraco International (Pty) Ltd, and/or the business currently held by it;
- 1.15. **“Otraco SA”** means Otraco South Africa (Pty) Ltd, and/or or the business currently held by it;
- 1.16. **“OTR tyres”** means all sizes of Off-the-Road tyres generally used in mining industry;
- 1.17. **“South Africa”** means the Republic of South Africa;
- 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. RECORDAL

- 2.1. Bridgestone SA is engaged, among other things, the supply of OTR tyres in South Africa. OTR tyres may also be supplied into South Africa by Bridgestone Corporation or other entities directly or indirectly controlled by Bridgestone Corporation.
 - 2.2. Otraco SA provides OTR tyre management services in South Africa. In the ordinary course of business, Otraco SA may have access to Data (excluding prices) concerning OTR tyres
-

supplied to its customers (mines) by various tyre manufacturers. Although gathered and managed by Otraco SA, this Data belongs to the customer who operates the site at which the relevant tyres have been used.

- 2.3. Notwithstanding the above and given that competitors of Bridgestone in the market for the manufacture and supply of OTR tyres were concerned that post-merger Bridgestone might have access to this Data which might give Bridgestone some form of competitive advantage, the Commission and the Merging Parties agreed on the following conditions.

3. CONDITIONS TO THE MERGER

- 3.1. For as long as the Bridgestone Group directly or indirectly controls Otraco, Otraco and Otraco SA shall not directly or indirectly share Data concerning OTR tyre brands of manufacturers other than the Bridgestone Group with the Bridgestone Group in South Africa, unless the customer who owns the data directs Otraco and/or Otraco SA to do so.
- 3.2. Otraco and Otraco SA employees who may be associated with, or seconded to, the Bridgestone Group in future, shall be prohibited from disclosing any Data within the Bridgestone Group in South Africa, subject to the requirements of clause 3.1 above.
- 3.3. The Merging Parties shall ensure that Data will not be available to any representative of the Bridgestone Group that is also a director at Otraco or Otraco SA, subject to the requirements of clause 3.1 above.
- 3.4. In furtherance of clause 3.1 above, the Merging Parties shall establish suitable and appropriate information barriers to regulate the flow of Data between Otraco or Otraco SA (or those individuals for whom access to such information is necessary in the course of conducting the business currently held by Otraco or Otraco SA) and Bridgestone Group employees in South Africa, accordingly.

4. MONITORING COMPLIANCE WITH THE CONDITIONS

- 4.1. The Merging Parties shall inform the Commission of the Implementation Date within five (5) days of it becoming effective.
- 4.2. Within three (3) months of the Implementation Date, the Merging Parties shall develop and provide the Commission with a copy of the appropriate confidential information and information exchange policy to regulate the flow of Data between Otraco or Otraco SA and the Bridgestone Group employees and directors in South Africa for the Commission's approval.
- 4.3. The Merging Parties shall submit to the Commission an affidavit deposed to by an executive director within 20 (twenty) days of the first three anniversaries of the Implementation Date confirming compliance with the Conditions provided that the Bridgestone Group directly or indirectly holds shares in Otraco during this period.
- 4.4. The Commission may request additional information from the Merging Parties which is relevant and necessary for the monitoring of compliance with these Conditions.
- 4.5. Any person/s who believe that the Merging Parties have not complied with or have acted in breach of the Conditions may approach the Commission with a complaint.

5. APPARENT BREACH

- 5.1. An apparent breach by the Merging Parties of any of the Conditions shall be dealt with in terms of Rule 39 of the Rules 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, to 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 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

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NO. 2532

23 September 2022

COMPETITION COMMISSION**NOTIFICATION TO APPROVE WITH CONDITIONS THE TRANSACTION INVOLVING:****CLICKS RETAILERS (PROPRIETARY) LIMITED
AND
THE RETAIL PHARMACY BUSINESSES CARRIED ON BY PICK N PAY RETAILERS (PTY)
LTD****CASE NUMBER: 2021JUL0018**

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. The Competition Commission of South Africa ("Commission") has been notified of a proposed intermediate merger whereby Clicks Retailers (Pty) Ltd ("Clicks") intends to acquire the retail pharmacy businesses carried on by Pick n Pay Retailers (Pty) Ltd ("Pick n Pay Retailers") under the name of Pick n Pay Pharmacies. There are 25 Pick n Pay pharmacies that will ultimately be acquired by Clicks ("Pick n Pay Pharmacies").
 2. Clicks is ultimately owned and controlled by Clicks Group Limited ("Clicks Group"). Clicks Group controls a number of firms. Of relevance to the proposed transaction, the Clicks Group includes United Pharmaceutical Distributors ("UPD"), Unicorn Pharmaceuticals ("Unicorn") and Clicks Direct Medicines ("CDM").
 3. Pick n Pay Retailers is a wholly owned subsidiary of Pick n Pay Stores Limited ("Pick n Pay"). The Pick n Pay Pharmacies do not control any firms in South Africa.
-

4. In terms of the Sale of Business Agreement, Clicks will acquire the Pick n Pay Pharmacies including the pharmacy licences, data, dispensary stock and the transfer of all pharmacy business staff. Following the implementation of the transaction, the Pick n Pay Pharmacies will be controlled by Clicks.

Activities of the merging parties

Clicks

5. The Clicks Group comprises a range of specialist health and beauty retail outlets. Clicks has approximately 620 retail pharmacies in South Africa. UPD holds a wholesale pharmacy licence and operates as a full range pharmaceutical wholesaler and distributor. UPD is the preferred supplier to the Clicks retail store network. CDM is a courier pharmacy service provider. Unicorn is a marketer of generic pharmaceutical products. Unicorn does not perform any manufacturing functions itself but rather has contract manufacturing arrangements with several local and global manufacturers., Unicorn supplies pharmaceutical products to Clicks.
6. The 'Link Pharmacies' brand is owned by New Clicks South Africa (Pty) Ltd on behalf of UPD which licenses this brand to third party pharmacies. There are approximately 141 Link Pharmacies which operate on a nationwide basis. The merging parties submit that these pharmacies operate independently from Clicks pharmacies and Clicks has no control over the prices at which these pharmacies sell products.

Pick n Pay Pharmacies

7. The Pick n Pay Pharmacies operate a dispensary and an over-the-counter ("OTC") business. The general front-shop business that is conducted by a typical retail pharmacy which includes the supply of toiletries, beauty and related products will continue to be part
-

of Pick n Pay's wider retail offering and does not form part of the pharmacy business which is to be transferred to Clicks.

8. There are currently 33 Pick n Pay pharmacies, 25 of which are the subject of the proposed transaction.

Areas of overlap

9. Both the merging parties operate retail pharmacies. The activities of the merging parties overlap in relation to the retail of scheduled pharmaceutical products.
10. The proposed transaction also presents a vertical overlap in that Clicks, through UPD, is also active in the wholesaling of pharmaceutical products. Unicorn is also an upstream manufacturer of pharmaceutical products.

Relevant markets

11. Based on case precedent and submissions by market participants, the Commission considered the following relevant markets:
 - 11.1. The national upstream market for the manufacture and supply of pharmaceutical products.
 - 11.2. The national upstream market for the wholesale distribution of pharmaceutical products.
 - 11.3. The national downstream market for the retail of scheduled pharmaceutical products (schedules 1 to 8).
 - 11.4. The local downstream market (0 to 5km) for the retail of scheduled pharmaceutical products.

Competitive assessment

Upstream national market for the manufacture of pharmaceutical products

12. The Commission did not estimate market share estimates for Unicorn in the upstream market for the manufacture of pharmaceutical products as Unicorn does not supply any third-party pharmacy retailers (i.e., Unicorn branded products are only sold in Clicks stores).
-

Therefore, the transaction will not result in any input foreclosure. The Commission notes however that Unicorn faces competition from several pharmaceutical products manufacturers including Aspen, Adcock, Cipla, Sandoz, Novartis, and Sanofi, among others.

Upstream market for the wholesale distribution of pharmaceutical products (scheduled and unscheduled)

13. UPD will have an estimated national market share in the wholesale distribution of pharmaceutical products of between 19% to 29% based on revenue submitted by UPD and the competitors engaged. UPD faces competition from a number of other wholesale distributors such as Alphapharm, Ring Pharm, Transpharm, Pharma Dynamics, Qestmed, Topmed, and Pharmed among others.

Downstream national market for the retail of scheduled pharmaceutical products

14. The Commission relied on the total annual retail revenue generated and obtained from third parties for the year 2020 as the total market size for the schedule 1 to 8 retail pharmaceutical market. The Commission notes however this is not a total representation of the market as the Commission could not obtain revenue figures from all retail pharmacies in South Africa.
 15. At a national level, taking into account national chains and independent groups (with 50 stores and above), the merged entity will have an estimated national market shares of between 32% and 42% in the retail of scheduled pharmaceutical products with a small market share accretion. The merged entity will continue to face competition from Dis-Chem (which includes PPH and TLC), Medirite, Spar, and Arrie Nel. The vertically integrated players in the retail pharmaceutical market include Dis-Chem (CJ Pharmaceuticals), Spar (S Buys), Medirite (Transpharm) and Clicks (UPD and Unicorn).
 16. The Commission also considered national market shares which include the smaller independent pharmacy stores that submitted information. Taking into account the local independents, who place a competitive constraint on national chains at the local level, the
-

merged entity will have estimated national market shares in the retail of scheduled pharmaceutical products of between 30% to 40%, with a small market share accretion.

17. The Commission found that Clicks is the largest corporate group in terms of the number of retail stores in South Africa with a market share of between 12% to 22% (620 stores) followed by Dis-Chem (including PPH and TLC), Shoprite-Medirite and Spar. Pick n Pay accounts for a small share.
18. The Commission also isolated local markets (within 5km radius) where there were either 10 or fewer competitors (excluding Clicks) and markets where there were fewer than 10 independents. The areas considered are Northgate Pick n Pay, Promenade Pick n Pay, Somerset Mall Pick n Pay, Table Bay Mall Pick n Pay, South Coast Pick n Pay, Montana Pick n Pay, Witbank Pick n Pay, Platteklouf Pick n Pay and Pick n Pay Ottery Pick n Pay.
19. In these local markets, the Commission found that there are 1 or 2 competing Dis-Chem pharmacies, as well as 2 or more other corporate competitors. There is also the presence of 4 or more independent pharmacies in each local market. Therefore, there appear to be alternative community pharmacies even in the narrowest local markets.
20. The Commission further considered whether the merged entity would be in a position to materially influence competitive parameters in the retail pharmacy industry. In this regard, the Commission considered factors such as price effects, bargaining dynamics, dispensing fees, barriers to entry, profitability and creeping merger effects that arise as a result of the proposed merger.

Unilateral effects assessment

Price effects assessment

21. To assess the level of price competition between the merging parties and its competitors, the Commission used the final price paid by both cash-paying and medical scheme customers on a sample of top selling and low turnover pharmaceutical products. The Commission carried out price comparisons of the dispensing fee that the merging parties
-

charge to cash and medical scheme members against competing pharmacies. Based on the data set analysed, there is no discernible pattern that can be deduced and where there are differences, these do not appear to be substantial.

Non-price factors

22. In a regulated market such as retail pharmaceuticals, non-price factors may be particularly important when assessing competition in the market. In the pharmacy market, each group competes on key factors that are unique to their service offering. The corporate and independent pharmacies differ in terms of the product range offered to customers with the corporate pharmacies offering a wider range of products. The corporate pharmacies also tend to be in the urban areas while the independent pharmacies are in the less densely populated areas. Corporate pharmacies tend to compete on offering a wider range of services while in-store pharmacies in retail stores tend to rely on the customers that shop in their stores for groceries.
23. Independent pharmacies, on the other hand place an emphasis on personal service that builds a relationship with clients. This is especially important in the healthcare market where customers may require a more individualised service. The role and importance of independent pharmacies can therefore never be overemphasized especially given the personal and sensitive nature of healthcare. This further accentuates the importance of ensuring the long-term sustainability of independent pharmacies in the market.

Barriers to entry

24. The Commission is of the view that the retail pharmaceutical market is characterized by high barriers to entry and expansion and this is evidenced by the lack of sufficient and timely entry at levels that can compete with the established national corporate players, Clicks and Dis-Chem.

Countervailing power

25. The Commission found that it is unlikely that the proposed transaction will significantly shift the bargaining dynamics in future negotiations against healthcare funders due to the small market share accretion from this transaction.
26. In relation to the cash-paying customers, the acquisition of the Pick n Pay pharmacies by Clicks reduces the alternatives available in the market for such customers. However, the Commission notes that there are sufficient alternatives that consist of both corporate and independents pharmacies within 5km of the merging parties' pharmacies where overlaps arise as a result of the proposed merger.

Removal of an effective competitor

27. Although the Pick n Pay pharmacies are smaller in size, the Commission is of the view that both the merging parties operate corporate retail pharmacies and offer scheduled pharmaceutical products and other clinic services in direct competition against one another. However, Pick n Pay is unlikely an effective competitor given its small footprint and limited focus on its pharmacy business.

Creeping mergers assessment

28. The Commission's investigation found that Clicks has embarked and/or is embarking on a concerted acquisition strategy to acquire small pharmacies. The Commission assessed this proposed merger in the context of the cumulative effect of the many acquisitions over the past five years, the majority of which were not notified to the Commission.
29. The Commission also received concerns about the fact that Clicks, which is vertically integrated, is continuously enlarging its footprint at the retail level. The buyer power of UPD and the ability to drive sales through the increasing retail footprint (from the concerted creeping acquisitions) provides advantages that raise barriers to entry and expansion of other players in the market, especially for small and/or independent pharmacies.
30. Although Clicks has embarked on a creeping merger strategy, the Commission has not, at this stage, uncovered sufficient evidence to suggest that it has been able to exercise market
-

power from its creeping mergers strategy. There also do not appear to be recognisable price effects from this creeping strategy at present.

31. The Commission nevertheless remains concerned about Clicks' creeping merger strategy and whether it may afford Clicks market power in future. The Commission is therefore imposing a condition that requires Clicks to inform it of all future acquisitions of retail pharmacies.

Vertical assessment

32. With respect to the input foreclosure, the Commission found that the merged entity will unlikely have market power in the upstream market for the manufacture and wholesale of pharmaceutical products that would give it the ability to foreclose downstream market participants with significant anticompetitive effect. The Commission notes that there are several viable alternative players in both the manufacturing and wholesale market segments who can supply pharmaceutical products to downstream retail pharmacies who compete with the merged entity in the downstream retail market.
33. The Commission also found that Pick n Pay Pharmacies account for small market shares in the downstream market for the retailing of pharmaceutical products. Therefore, Pick n Pay does not appear to be a significant customer of any upstream rivals. The Commission is therefore of the view that the proposed transaction is unlikely to result in a substantial customer foreclosure in the market for the wholesale of pharmaceutical products. The lack of customer foreclosure also applies for the upstream manufacture of pharmaceutical products given Pick n Pay's small market share.

Failing firm assessment

34. Although the merging parties have not made a formal failing firm defence, the Commission also considered the financial performance of Pick n Pay.

Counterfactual

35. The Commission takes the view that a pharmacy licence is a valuable and tradeable asset. The Pick n Pay pharmacy licences are particularly valuable as the licences are inside shopping centres that have high footfall. Third parties have indicated that these licences are sought-after due to their lucrative locations. The Commission notes that the license is also a tradeable asset in that if a pharmacy is closed or acquired, the licence hardly exits the market, but is reallocated to a new owner (provided all the necessary requirements are met).

Views of third parties

36. The Commission received concerns from third parties relating to potential exercise of market power by Clicks, an anti-competitive creeping merger strategy that removes a number of independent pharmacies from the market and other public interest concerns as discussed below.

Public interest

Impact on employment

37. Given the uncertainty brought about the transfer of licenses and potential continued trading within the Pick n Pay pharmacies at Pick n Pay stores, the Commission requested the merging parties to provide a moratorium on retrenchments for a period of 3 years. Trade Unions also raised concerns regarding these uncertainties. The merging parties have agreed to this condition.

Impact on ability of SMMEs to compete

38. The Commission also assessed the impact of the proposed merger on the ability of small to medium independent pharmacies (SMMEs) to compete and expand in the retail pharmaceutical market. The Commission took into account the prior acquisitions by Clicks, together with the proposed acquisition of 25 pharmacies in order to determine whether it generates a substantial negative impact on such SMME pharmacies.
39. Part of the concerns received from third parties is that the community pharmacy space is being consolidated by the larger corporate pharmacy chains and this consolidation has a
-

negative impact on SMMEs pharmacies who often cannot compete effectively. It is submitted that if Clicks is allowed to purchase the additional pharmacies in this transaction, the preferential contracts between Clicks and medical aids schemes will only further cripple the independent pharmacies' ability to compete effectively. This proposed merger will allow Clicks easy access to additional customers via the Pick n Pay footfall. This will draw more clients/patients away from independents. The transaction will result in more small independent pharmacies being squeezed out of the market and closing down.

40. For instance, it is submitted by a third party that this merger is not in the public interest since the merging parties 'cherry pick' the best locations and operate from the main shopping centres and shopping malls in urban areas. Independents are forced to operate in under-served and lower income areas. The third party submits that mergers such as the present one further limit the number of profitable sites available to independents. The proposed merger also does not have any positive public interest effect on expanding pharmaceutical services in previously disadvantaged areas.
41. The Commission has noted that Clicks' strategy of buying up small independent pharmacies effectively impedes such SMME pharmacies from participating effectively in the market. The small independent pharmacies currently constrain large corporate players in the market, especially on non-price factors. Because most of the corporates are vertically integrated, the continuous growth by Clicks at the retail layer through acquisitions has the effect of heightening entry barriers and expansion, thereby restricting entry, growth and expansion of SMMEs and their participation in adjacent sectors such as wholesale and distribution of pharmaceuticals.
42. While noting the above negative effects, the proposed transaction in itself does not result in substantial negative public interest effects. The 25 Pick n Pay pharmacies are corporate pharmacies and not independent pharmacies. The stores only add a relatively small position to its existing size, such that the negative effect directly from the proposed merger is unlikely to meet the substantiality test.

Remedies

43. The Commission invited the parties to make submissions regarding the competition concerns and public interest concerns arising as a result of the proposed merger. The merging parties have since agreed to the following conditions:
- 43.1. To not restrict competition between the front shop business of Pick n Pay and Clicks within the Pick n Pay stores where Clicks will operate the dispensaries. This essentially addresses the market allocation concern and will endure as long as Clicks operates a pharmacy within a Pick n Pay store.
 - 43.2. To notify all future acquisitions by Clicks within the retail of pharmaceutical products market.
 - 43.3. A 3-year moratorium on merger-specific retrenchments
44. The Commission is of the view that the above conditions alleviate the concerns that are brought about by the merger.

Conclusion

45. The Commission approves the proposed merger subject to conditions in Annexure A.
-

ANNEXURE A
CLICKS RETAILERS (PROPRIETARY) LIMITED
AND
THE RETAIL PHARMACY BUSINESSES CARRIED ON BY PICK N PAY RETAILERS (PTY)
LTD

CASE NUMBER: 2021JUL0018

DEFINITIONS

1.1. The following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings –

- 1.1 “**Acquiring Firm**” means Clicks;
 - 1.2 “**Approval Date**” means the date referred to on the Commission’s merger Clearance Certificate;
 - 1.3 “**Clicks**” means Clicks Retailers (Proprietary) Limited;
 - 1.4 “**Commission**” means the Competition Commission of South Africa;
 - 1.5 “**Competition Act**” means the Competition Act 89 of 1998, as amended;
 - 1.6 “**Commission Rules**” mean Rules for the Conduct of Proceedings in the Commission;
 - 1.7 “**Conditions**” mean, collectively, the conditions referred to in this document;
 - 1.8 “**Days**” mean any day other than a Saturday, Sunday or official public holiday in the South Africa;
 - 1.9 “**Implementation Date**” means the date, occurring 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 the business of the Target Firm by the Acquiring Firm;
 - 1.12 “**Merged Entity**” means the Acquiring Firm and the Target Firm following the Merger;
-

- 1.13 “**Merging Parties**” means the Acquiring Group, the Target Firm and the Seller;
- 1.14 “**Pharmaceutical Market**” means the retail pharmacy store market for the provision of scheduled, unscheduled and front shop products;
- 1.15 “**Pick n Pay Retailers**” means Pick n Pay Retailers (Pty) Ltd;
- 1.16 “**Seller**” means Pick n Pay Retailers;
- 1.17 “**Small Merger**” means a proposed merger, in the Pharmaceutical Market, that would fall within section 11(5)(a) of the Competition Act;
- 1.18 “**South Africa**” means the Republic of South Africa;
- 1.19 “**Target Firm**” means the retail pharmacy businesses carried on by Pick n Pay Retailers;
- 1.20 “**Tribunal**” means the Competition Tribunal of South Africa; and
- 1.21 “**Tribunal Rules**” mean Rules for the Conduct of Proceedings in the Tribunal.

CONDITIONS TO THE APPROVAL OF THE MERGER

2. Employment

- 2.1 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 as well as the period between the Approval Date and the Implementation Date.
- 2.2 For the sake of clarity, retrenchments exclude (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; (vi) terminations in the ordinary course of business, excluding 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 contract worker.

3. Commitment to inform the Commission of future pharmacy acquisitions

- 3.1 The Acquiring Firm undertakes to inform the Commission in writing (the Notice), for a 5 (five) year period from the Implementation Date, of any Small Merger in terms of which it may directly or indirectly acquire another entity in the Pharmaceutical Market.
- 3.2 For the avoidance of doubt, the Acquiring Firm's obligation set out in clause 3.1 above, will not automatically trigger the provisions of sections 13(2) and (3) of the Competition Act. In this regard, the Commission will exercise its powers in terms of section 13(3) in the ordinary cause upon receipt of the Notice.
- 3.3 The obligation in clause 3.1 above shall not in any way affect the notification requirements provided for in the Competition Act for transactions that meet the requirements of the Competition Act for merger notification.

4. No restraint

- 4.1 The Merging Parties shall not enter into any agreements between them which limits Clicks from selling any products in the pharmacies which Clicks acquires from Pick n Pay in terms of this Merger; including front shop items such as schedule 0 medications. The condition shall apply as long as Clicks leases dispensary space within a Pick n Pay store.

5. MONITORING OF COMPLIANCE WITH THE CONDITIONS

- 5.1 The Merging Parties shall inform the Commission of the Implementation Date within 5 (five) Days of its occurrence.
- 5.2 The Merging Parties shall each circulate a copy of the Conditions to their employees, recognised trade unions and employee representatives of the Target and Acquiring firm within 5 (five) Days of the Approval Date.
- 5.3 As proof of compliance with 5.2 above, a director of each Merger Party shall within 10 (ten) Days of circulating the Conditions, submit to the Commission an affidavit attesting to the circulation of the Conditions and provide a copy of the notice that was sent to the employees in that regard.
-

5.4 The Acquiring Firm shall, on each anniversary of the Approval Date submit an affidavit confirming compliance with the conditions set out at 2.1 and 2.2.

5.5 The Merged Entity shall submit a comprehensive annual compliance report to the Commission, setting out the extent of its compliance with clauses 3 and 4 of the Conditions for the duration of the Conditions.

6. **APPARENT BREACH**

6.1 In the event that the Commission receives 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 read together with Rule 37 of the Competition Tribunal Rules.

7. **VARIATION**

7.1 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.

8. **GENERAL**

8.1 All correspondence in relation these conditions must be submitted to the following email address: 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

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 2533

23 September 2022

EXEMPTION FROM SECTION 11(1)(I) OF THE MEAT SAFETY ACT, 2000 (ACT NO. 40 OF 2000) FOR THE SLAUGHTER OF GAME ANIMALS

The Minister of Agriculture, Land Reform and Rural Development intends, in terms of section 11(3) of the Meat Safety Act, 2000 (Act No. 40 of 2000), in consultation with members of the Executive Council responsible for abattoirs to exempt game animals from a portion of the provisions of section 11(1)(i) of the Meat Safety Act, 2000 (Act No. 40 of 2000).

In terms of section 11(1)(i), no dead animal or animal suffering from a condition that may render the meat unsafe for human and animal consumption may be presented at an abattoir for slaughter;

The proposed exemption is to allow game animals that have been shot outside an abattoir ("dead animals") to be presented at an abattoir for dressing in compliance with all other provisions of the Meat Safety Act, 2000.

Interested persons are invited to submit comments on the proposed exemption within 60 days of publication of this notice to the Director of Veterinary Public Health at:

Private Bag x138, Pretoria, 0001; or e-mail VPH@dalrrd.gov.za.

Enquiries: 012 319 7688



MS A T DIDIZA
MINISTER FOR AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

Date: 2022 - 07 - 02

GENERAL NOTICES • ALGEMENE KENNISGEWINGS

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NOTICE 1294 OF 2022

STANDARDS ACT, 2008 STANDARDS MATTERS

In terms of the Standards Act, 2008 (Act No. 8 of 2008), the Board of the South African Bureau of Standards has acted in regard to standards in the manner set out in the Schedules to this notice.

SECTION A: DRAFTS FOR COMMENTS

The following draft standards are hereby issued for public comments in compliance with the norm for the development of the South Africa National standards in terms of section 23(2)(a) (ii) of the Standards Act.

Draft Standard No. and Edition	Title, scope and purport	Closing Date
SATR 61850-90-6 Ed 1	<i>Communication networks and systems for power utility automation -Part 90-6: Use of IEC 61850 for Distribution Automation Systems.</i> Defines use cases for typical DA applications that require information exchange between two or more components/systems.	2022-11-06
SATR 61850-7-5 Ed 1	<i>Communication networks and systems for power utility automation -Part 7-5: IEC 61850 Modelling concepts.</i> Establishes modelling concepts that help the user to understand how to apply the models defined in IEC 61850-7-4 and IEC 61850-7-3 to implement practical applications.	2022-11-06
SATR 62681 Ed 2	<i>Electromagnetic performance of high voltage direct current (HVDC) overhead transmission lines.</i> Provides general guidance on the electromagnetic environment issues of HVDC overhead transmission lines.	2022-11-06
SATS 62344 Ed 2	<i>Design of earth electrode stations for high-voltage direct current (HVDC) links - General guidelines.</i> Applies to the design of earth electrode stations for high-voltage direct current (HVDC) links.	2022-11-06
SANS 60601-2-31 Ed 1	<i>Medical electrical equipment -Part 2-31: Particular requirements for the basic safety and essential performance of external cardiac pacemakers with internal power source.</i> Applies to the basic safety and essential performance of external pacemakers powered by an internal electrical power source, hereafter referred to as me equipment.	2022-11-06
SANS 61010-2-101 Ed 3	<i>Safety requirements for electrical equipment for measurement, control and laboratory use Part 2-101: Particular requirements for in vitro diagnostic (IVD) medical equipment.</i> Applies to equipment intended for in vitro diagnostic (IVD) medical purposes, including self-test IVD medical purposes.	2022-11-06
SANS 1676-1 Ed 2	<i>Acoustics - Laboratory measurement of sound insulation of building elements - Part 1: Application rules for specific products.</i> Specifies test requirements for the laboratory measurement of the sound insulation of building elements and products, including detailed requirements for the preparation and mounting of the test elements, and for the operating and test conditions.	2022-11-06
SANS 60601-2-35 Ed 1	<i>Medical electrical equipment -Part 2-35: Particular requirements for the basic safety and essential performance of heating devices using blankets, pads or mattresses and intended for heating in medical use.</i> Applies to the basic safety and essential performance of heating devices using blankets, pads or mattresses in medical use, also referred to as me equipment.	2022-11-06
SANS 12402-3 Ed 3	<i>Personal flotation devices Part 3: Lifejackets, performance level 150 - Safety requirements.</i> This document specifies the safety requirements for lifejackets, performance level 150. It is applicable to lifejackets used by adults, children and infants, for general, offshore or rough water use, or when the users are fully clothed.	2022-11-13

SCHEDULE A.1: AMENDMENT OF EXISTING STANDARDS

The following draft amendments are hereby issued for public comments in compliance with the norm for the development of the South African National Standards in terms of section 23(2)(a) (ii) of the Standards Act.

Draft Standard No. and Edition	Title	Scope of amendment	Closing Date
SANS 1350 Ed 1.3	<i>Guardrails for roads - W-section</i>	mended to update to update the requirements on materials, the table on tensile properties, and the requirements on dimensions, to update drawings and remove notes to purchasers	2022-11-10
SANS 1585 Ed 2.2	<i>Coated fabrics for shelters and rainwear.</i>	Amended to delete the annex on notes to purchasers and advice to manufacturers and buying authorities concerning the type and method of application of seam-sealing tape(s) for coated fabrics for rainwear.	2022-11-13
SANS 1365 Ed 3.3	<i>Solvent degreasers that contain chlorinated hydrocarbons.</i>	Amended to delete notes to purchasers.	2022-11-13
SANS 750 Ed 4.2	<i>Interlock fabric</i>	Amended to the delete annex on notes to purchasers.	2022-11-13

SCHEDULE A.2: WITHDRAWAL OF THE SOUTH AFRICAN NATIONAL STANDARDS

In terms of section 24(1)(C) of the Standards Act, the following published standards are issued for comments with regard to the intention by the South African Bureau of Standards to withdraw them.

Draft Standard No. and Edition	Title	Reason for withdrawal	Closing Date
CKS 456:2009 Ed 1.1	<i>Medical forceps (other than tooth-extracting forceps)</i>	The redefinition and clarification of the SABS' mandate by the introduction of the Standards Act, Act 8 of 2008 makes the development of CKSs fall outside of the mandate of the SABS.	2022-09-30
CKS 587:1983 Ed 1	<i>Trichloroisocyanurate tablets</i>	The redefinition and clarification of the SABS' mandate by the introduction of the Standards Act, Act 8 of 2008 makes the development of CKSs fall outside of the mandate of the SABS.	2022-09-30
CKS 613:2009 Ed 2.1	<i>Bed tilting devices.</i>	The standard is obsolete.	2022-11-13

SCHEDULE A.3: WITHDRAWAL OF INFORMATIVE AND NORMATIVE DOCUMENTS

In terms of section 24(5) of the Standards Act, the following documents are being considered for withdrawal.

Draft Standard No. and Edition	Title	Reason for withdrawal	Closing Date

SECTION B: ISSUING OF THE SOUTH AFRICAN NATIONAL STANDARDS**SCHEDULE B.1: NEW STANDARDS**

The following standards have been issued in terms of section 24(1)(a) of the Standards Act.

Standard No. and year	Title, scope and purport

SCHEDULE B.2: AMENDED STANDARDS

The following standards have been amended in terms of section 24(1)(a) of the Standards Act.

Standard No. and year	Title, scope and purport
SANS 98:2022 Ed 5.2	Ingredient labelling of cosmetic products. <i>Consolidated edition incorporating amendment No.2.</i>
SANS 1522:2022 Ed 2.2	Fire extinguishing powders. <i>Consolidated edition incorporating amendment No.2.</i> Amended to update referenced standards, the clause on requirements, and the clause on inspection and methods of test, to delete the annex on notes to purchasers, and to add the annex on alternate testing for mono ammonium phosphate content.
SANS 1647:2022 Ed 1.1	Approved market names for South African fish and related seafood species. <i>Consolidated edition incorporating amendment No.1.</i> Amended to update the scientific name in the annex on invertebrates and plants.

SCHEDULE B.3: WITHDRAWN STANDARDS

In terms of section 24(1)(C) of the Standards Act, the following standards have been withdrawn.

Standard No. and year	Title
CKS 221:1974 Ed 2	<i>Rubber bungs.</i>

SCHEDULE B4: ESTABLISHMENT OF TECHNICAL COMMITTEES

Committee No.	Title	Scope

If your organization is interested in participating in these committees, please send an e-mail to Dsscomments@sabs.co.za for more information.

SCHEDULE 5: ADDRESS OF THE SOUTH AFRICAN BUREAU OF STANDARDS HEAD OFFICE

Copies of the standards mentioned in this notice can be obtained from the Head Office of the South African Bureau of Standards at 1 Dr Lategan Road, Groenkloof, Private Bag X191, Pretoria 0001.

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION**NOTICE 1295 OF 2022****INTERNATIONAL TRADE ADMINISTRATION COMMISSION****CUSTOMS TARIFF APPLICATIONS****LIST 09/2022**

The International Trade Administration Commission (herein after referred to as ITAC or the Commission) has received the following application concerning the Customs Tariff. Any objection to or comment on this representation should be submitted to the Chief Commissioner, ITAC, Private Bag X753, Pretoria, 0001. Attention is drawn to the fact that the rate of duty mentioned in this application is that requested by the applicant and that the Commission may, depending on its findings, recommend a lower or higher rate of duty.

CONFIDENTIAL INFORMATION

The submission of confidential information to the Commission in connection with customs tariff applications is governed by section 3 of the Tariff Investigations Regulations, which regulations can be found on ITAC's website at <http://www.itac.org.za/documents/R.397.pdf>.

These regulations require that if any information is considered to be confidential, then a non-confidential version of the information must be submitted, simultaneously with the confidential version. In submitting a non-confidential version the regulations are strictly applicable and require parties to indicate:

- ❑ Each instance where confidential information has been omitted and the reasons for confidentiality;*
- ❑ A summary of the confidential information which permits other interested parties a reasonable understanding of the substance of the confidential information; and*
- ❑ 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 clearly indicated to be confidential, will be made available to other interested parties.

The Commission will disregard any information indicated to be confidential that is not accompanied by a proper non-confidential summary or the aforementioned reasons.

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.

1. INCREASE IN THE GENERAL RATE OF CUSTOMS DUTY ON:

Rock drilling or earth boring tools, including parts thereof, classifiable under tariff subheadings 8207.13 and 8207.19, from free of duty and 15% *ad valorem* to the WTO bound of 20% *ad valorem*, as follows:

- An increase in the rate of customs duty on bits, classifiable under tariff subheading 8207.13.25, from 15% *ad valorem* to the WTO bound of 20% *ad valorem*;
- An increase in the rate of customs duty on parts of bits, classifiable under tariff subheading 8207.19.10, from 15% *ad valorem* to the WTO bound of 20% *ad valorem*;
- An increase in the rate of customs duty on “Other” tools, classifiable under tariff subheading 8207.13.90, from free of duty to the WTO bound of 20% *ad valorem*;
- An increase in the rate of customs duty on “Other” parts, classifiable under tariff subheading 8207.19.90, from free of duty to the WTO bound of 20% *ad valorem*;
- By way of creating an additional 8-digit tariff subheading for “Conical shaped cutter picks, with tungsten carbide”, classifiable under tariff subheading 8207.13.30, from free of duty to the WTO bound of 20% *ad valorem*; and
- By way of creating an additional 8-digit tariff subheading for “Conical shaped cutter picks, without tungsten carbide tips inserts”, classifiable under tariff subheading 8207.19.20, from free of duty to the WTO bound of 20% *ad valorem*.

APPLICANT:**Daltron Forge (Pty) Ltd**

52 Paul Smit Street

Anderbolt

BOKSBURG

1508

Enquiries: ITAC Ref: **06/2022**. Mr. Njabulo Mahlalela/ Mr. Pfarelo Phaswana. Tel: 012 394 3684/3628 or email nmahlalela@itac.org.za/pphaswana@itac.org.za.

REASONS FOR THE APPLICATION:

As reasons for the application, the applicant cited, amongst others, the following:

- The downstream steel industry has been under distress for some time, largely due to low priced import competition experienced from China and other Asian countries;
- An increase in duty on the subject product will not only be essential to substantially improve the domestic industry's price-competitive position in the face of fierce lower-priced competition from abroad, but it would go a long way in ensuring that current employment levels in the industry are retained; and
- Increasing the duty will assist in resolving the duty anomaly wherein the imported finished product carries no import duty whereas the imported steel raw material carries a 10% import duty.

PUBLICATION PERIOD:

Representations should be made within **four (4) weeks** of the date of notice.

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NOTICE 1296 OF 2022

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 c COVCR074Jul20omplaint 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
CR079Aug22	Competition Commission	Fraser Alexander (Pty) Ltd	04/08/2022	4(1)(b)(iii)

The Chairperson
Competition Tribunal

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NOTICE 1297 OF 2022

COMPETITION TRIBUNAL

NOTIFICATION OF DECISION TO APPROVE MERGER

The Competition Tribunal gives notice in terms of rules 34(b)(ii) and 35(5)(b)(ii) of the "Rules for the conduct of proceedings in the Competition Tribunal" as published in Government Gazette No. 22025 of 01 February 2001 that it approved the following mergers:

Case No.	Acquiring Firm	Target Firm	Date of Order	Decision
LM048Jun22	Bidvest Commercial Products (Pty) Ltd	A Square Forklift; A Square Equipment; A Square Solutions	01/08/2022	Approved
LM022May22	JF Mouton Familietrus	PSG Group Ltd	02/08/2022	Approved Subject to Conditions
LM047May22	Futuregrowth Assets Management (Pty) Ltd	Fruitone Holdings (Pty) Ltd	02/08/2022	Approved
LM023May22	Strategic Fuel Fund Association NPC	BP Southern Africa	03/08/2022	Approved
LM187Mar22	ARM Bokoni Mining Consortium (Pty) Ltd	Bokoni Platinum Mines (Pty) Ltd	11/08/2022	Approved Subject to Conditions
LM070Jul22	Redefine Properties Ltd	Setso Property Fund	17/08/2022	Approved
LM007Apr22	Alexander Forbes Financial Services	Sanlam Life Insurance	18/08/2022	Approved Subject to Conditions
LM075Jul22	Salic International Investment Company	Olam Agri Holdings	30/08/2022	Approved
LM064Jul22	Reunert Ltd	Etion Create (Pty) Ltd	06/09/2022	Approved
LM063Jul22	Sandvik AB (PUBL)	Schenck Process Africa (Pty) Ltd	07/09/2022	Approved Subject to Conditions

The Chairperson
Competition Tribunal

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NOTICE 1298 OF 2022

COMPETITION TRIBUNAL
NOTIFICATION OF DECISION TO APPROVE MERGER

The Competition Tribunal gives notice in terms of rules 34(b)(ii) and 35(5)(b)(ii) of the "Rules for the conduct of proceedings in the Competition Tribunal" as published in Government Gazette No. 22025 of 01 February 2001 that it approved the following mergers:

Case No.	Acquiring Firm	Target Firm	Date of Order	Decision
LM024May22	Namane Resources (Pty) Ltd	Ledjadja Coal (Pty) Ltd	07/07/2022	Approved
LM012Apr22	MSC Mediterranean Shipping Company S.A	Ballore Africa Logistics SAS	15/07/2022	Approved
LM039May22	Sibanye Rustenburg Platinum Mines (Pty) Ltd	50 Percent Participation Interest in the PGM	15/07/2022	Approved
LM011Apr22	Mr Price Group Ltd	Blue Falcon 188 Trading (Pty) Ltd	19/07/2022	Approved
LM165Jan22	Digital Titan (Pty) Ltd	TDE Investments (Pty) Ltd	20/07/2022	Approved Subject to Conditions
LM010Apr22	CTP Ltd	Ancor Flexibles SA	21/07/2022	Approved
LM013Apr22	K2022341645 (Pty) Ltd	Five Properties	21/07/2022	Approved
LM049Jun22	Corvest 13 (Pty) Ltd	Wrapsa Investment Holdings (Pty) Ltd	21/07/2022	Approved
LM190Mar22	Sanlam Investment Holdings	ABSA Group Ltd	21/07/2022	Approved Subject to Conditions
LM192Mar22	Foschini Group Ltd	Tapestry Home Brands (Pty) Ltd	26/07/2022	Approved Subject to Conditions
LM191Mar22	K2021134577	Emerald Safari Resort	27/07/2022	Approved Subject to Conditions
LM050Jun22	Sasol Pension Fund	Luvon Investments (Pty) Ltd	29/07/2022	Approved Subject to Conditions

The Chairperson
Competition Tribunal

DEPARTMENT OF TRANSPORT

NOTICE 1299 OF 2022

**AIR SERVICE LICENSING ACT, 1990 (ACT NO.115 OF 1990)
APPLICATION FOR THE GRANT OR AMENDMENT OF DOMESTIC AIR
SERVICE LICENCE**

Pursuant to the provisions of section 15 (1) (b) of Act No. 115 of 1990 and Regulation 8 of the Domestic Air Regulations, 1991, it is hereby notified for general information that the application detail of which appear in the appendix, will be considered by the Air Service Licensing Council. Representation in accordance with section 15 (3) of the Act No.115 of 1990 in support of, or in position, an application, should reach the Air Service Licensing Council, Private Box X 193, Pretoria, 0001, within 21 days of date of the publication thereof.

APPENDIX I

(A) Full name and trade name of the applicant. (B) Full business or residential address of the applicant. (C) Class of licence applied for. (D) Type of air service to which application applies. (E) Category of aircraft to which application applies.

(A) Autonosky (Pty) Ltd. (B) 11 Mount Pleasant Road, Rondebosch, Cape Town, 7700. (C) Class III. (D) Type G3, G4 & G16 (RPAS). (E) Category A4 & H1.

(A) Airshare Cargo (Pty) Ltd. Airshare Cargo. (B) 54 Kloof Avenue, Silveroaks, Kuilsriver, Western Cape, 7580. (C) Class II. (D) Type N1 & N2. (E) Category A1.

(A) Neoheights (Pty) Ltd. Fly Up. (B) 314 Zone A, Lebowakgomo, Limpopo, Gauteng, 0737. (C) Class I. (D) Type S1 & S2. (E) Category A1.

(A) JLB Airways (Pty) Ltd. Air Du Cap. (B) Hangar B4, Cape Winelands Airport, Lichtenburg Road, Durbanville. (C) Class II. (D) Type N1 & N2. (E) Category A4.

APPENDIX II

(A) Full Name and trade name of the applicant. (B) Full business or residential address the applicant. (C) The Class and number of licenses in respect of which the amendment is sought (D) Type of air service and the amendment thereto which is being applied for (E) Category of aircraft and the amendment thereto which is being applied for. (F) Amendment referred to in section 14(2) (b) to I.

(A) Cape Town Helicopters (Pty) Ltd. (B) 220 Est Pier Road, V & A Waterfront, Cape Town. (C) Class II & III; N1266D G1163D. (D) Type N1, N2, G2, G3, G4, G8, G15 & G16 (Ship-to-shore). (E) Category H1 & H2. (F) **Changes to the MP:** Mr Ivor Robert Eden replaces Mr Neil Glynn Warren as the RP: Flight Operations and Mr Bruce Newman replaces Mr Achmat Levy as the RP: Aircraft.

(A) Abeod (Pty) Ltd. (B) 480 Frances Street, Bon Accord AH, Pretoria, 0009. (C) Class III; G1430D. (D) Type G3, G4 & G16 (RPAS). (E) Category H1. (F) **Addition** of Type G5 & G13 with Category A4.

(A) South African Airways (SOC) Ltd. South African Airways. (B) Airways Park Jones Road, OR Tambo International Airport, 1627. (C) Class I, II & III; S552D, S553D & G554D. (D) Type S1, S2, N1, N2 & G2. (E) Category A1, A2 & A3. (F) **Changes to the MP:** Mr Maleselo John Lamola as the interim CEO.

(A) Heli-X Charters (Pty) Ltd. Heli-X Charters. (B) Signature Building, General Aviation Area, Cape Town International Airport, Cape Town, 7525. (C) Class II & III; N1189D & G1190D. (D) Type N1, N2, G2, G3, G4, G5, G10, G11 & G16 (RPAS). (E) Category A3, A4, H1 & H2. (F) **Changes to the MP: For the Flight Operations Section:** CEO/ Accountable Manager : Roderick Frederick Howat, Quality Assurance Manager: Karen Mare, RP:Aircraft: Roderick Frederick Howat, RP:Flight Operations: Johannes Felix Bosman, Air Services Safety Officer: Karen Mare. **For the part 101 Section:** CEO/Accountable Manager: Robert Stephen Britz, Quality Assurance Manager: Karen Mare, RP:Aircraft: Robert Stephen Britz, RP:Aircraft: Robert Stephen Britz, Air Services Safety Officer: Karen Mare.

AIR SERVICE LICENSING ACT, 1990 (ACT NO.115 OF 1990)
APPLICATION FOR THE GRANT OR AMENDMENT OF DOMESTIC AIR
SERVICE LICENCE

Pursuant to the provisions of section 15 (1) (b) of Act No. 115 of 1990 and Regulation 8 of the Domestic Air Regulations, 1991, it is hereby notified for general information that the application detail of which appear in the appendix, will be considered by the Air Service Licensing Council. Representation in accordance with section 15 (3) of the Act No.115 of 1990 in support of, or in position, an application, should reach the Air Service Licensing Council. Private Box X 193, Pretoria, 0001, within 21 days of date of the publication thereof.

APPENDIX I

(A) Full name and trade name of the applicant. (B) Full business or residential address of the applicant. (C) Class of licence applied for. (D) Type of air service to which application applies. (E) Category of aircraft to which application applies.

(A) Ballito Microlight Academy (Pty) Ltd. Ballito Microlights. (B) 71 Beverley Hills Estate, 77 Leonara Drive, Ballito, 4399, KZN. (C) Class III. (D) Type G3, G4, G5, G10 & G16 (Microlight & LSA "Flipping"). (E) Category A4.

APPENDIX II

(A) Full Name and trade name of the applicant. (B) Full business or residential address the applicant. (C) The Class and number of licenses in respect of which the amendment is sought (D) Type of air service and the amendment thereto which is being applied for (E) Category of aircraft and the amendment thereto which is being applied for. (F) Amendment referred to in section 14(2) (b) to I.

(A) Ghaap Aviation (Pty) Ltd. Ghaap Air (Pty) Ltd. (B) Hangar 24, Lanseria International Airport, Johannesburg, 1739. (C) Class II & III; N884D & G885D. (D) Type N1, N2, G3, G8 & G11. (E) Category A3 & A4. (F) **Addition** of Category A1 & A2.

(A) UAV & Drone Solutions (Pty) Ltd. (B) 2 bompas West, Dunkeld West, Randburg, 2196. (C) Class III. (D) Type G3 & G4. (E) Category A4, H1 & H2. (F) **Changes to the MP:** Jurie Van Loggerenberg is appointed as the RPA.

(A) Neo Precision (Pty) Ltd. (B) 3 Saddle Drive, Woodmead Office Park, Woodmead, Gauteng, 2191. (C) Class III; G1413D. (D) Type G3, G4 & G16(RPAS). (E) Category H1. (F) **Changes to Postholders:** Nastasha Bantjes as the Quality Manager. **Addition of Type** G5, G13 & G15.

(A) UAV Industries (Pty) Ltd. UAVI. (B) 47 Sesmyspruit Street, Sunderland Ridge, Centurion, 0149. (C) Class III; G1221D. (D) Type G3, G4 & G16 (RPAS). (E) Category A4, H1 & H2. (F) **Addition of Type** G2, G5, G8, G9, G10, G11, G12, G13 & G15.

(A) Air Ambulance Health Services (Pty) Ltd. Air Ambulance Health Services. (B) Hangar 1 Gate II, Bram Fisher Int'l Airport, Bloemfontein 9301 SA. (C) Class III; G1491D. (D) Type G7. (E) Category A3 & A4. (F) Addition of Type G4, G8, G10, G15 & G16 (RPAS) and Category H2.

(A) Savannah Helicopters (Pty) Ltd. (B) Hangar 9, George Airport, George, 6530. (C) Class II & III; N882D & G883D. (D) Type N1, G3, G4, G5, G8, G10, G13, G15 & G16 (Offshore Operations). (E) Category A3 & H2. (F) **Changes to the MP.**

(A) Maverick Air Charters (Pty) Ltd. (B) Hangar 10 Wonderboom Airport, Linvelt Road, Doornpoort, 0017. (C) Class II; N856D. (D) Type N1 & N2. (E) Category A3 & A4. (F) **Changes to the MP:** Andrew Skelton replaces E. Beukes as the Accountable Manager. Lourens Petrus Human replaces C. Clark as the responsible Person: Flight Operations.

(A) RPAS Consulting (Pty) Ltd. (B) 16 Selati River Avenue, Cashan X4, Rustenberg, 0300. (C) Class III; G1377D. (D) Type G3, G4 & G16 (RPAS). (E) Category A4 & H1. (F) **Addition** of Type G5.

AIR SERVICE LICENSING ACT, 1990 (ACT NO.115 OF 1990)
APPLICATION FOR THE GRANT OR AMENDMENT OF DOMESTIC AIR
SERVICE LICENCE

Pursuant to the provisions of section 15 (1) (b) of Act No. 115 of 1990 and Regulation 8 of the Domestic Air Regulations, 1991, it is hereby notified for general information that the application detail of which appear in the appendix, will be considered by the Air Service Licensing Council. Representation in accordance with section 15 (3) of the Act No.115 of 1990 in support of, or in position, an application, should reach the Air Service Licensing Council, Private Box X 193, Pretoria, 0001, within 21 days of date of the publication thereof.

APPENDIX I

(A) Full name and trade name of the applicant. (B) Full business or residential address of the applicant. (C) Class of licence applied for. (D) Type of air service to which application applies. (E) Category of aircraft to which application applies.

APPENDIX II

(A) Full Name and trade name of the applicant. (B) Full business or residential address the applicant. (C) The Class and number of licenses in respect of which the amendment is sought (D) Type of air service and the amendment thereto which is being applied for (E) Category of aircraft and the amendment thereto which is being applied for. (F) Amendment referred to in section 14(2) (b) to I.

(A) Terzin Trading 3 CC. Simola Air. (B) Hangar 5, Convair Road, General Aviation Area, Cape Town International Airport. (C) Class II & III; N1013 & G1014. (D) Type N1, N2 G3 & G8. (E) Category H2. (F) **Changes of address:** from 1 Old Cape Road, Knysna to Cape Town International Airport. **Changes to the Membership:** Mr A.P Loumouamou is the sole member of the CC. **Changes to the MP:** A.P. Loumouamou replaces A.D. Kaschula as the CEO, G.P. Jonsson replaces R. Rudansky as the RP: Flight Operations and RP: Aircraft. B.J. Rothman replaces A. Davidson as the Air Service Safety Officer.

(A) Cortac (Pty) Ltd. (B) 1 River Street, Houghton Estate, Johannesburg, 2198. (C) Class III;G1440D. (D) Type G2, G3, G4, G6, G7, G8, G10, G13, G14, G15 & G16. (E) Category H1. (F) **Changes to the MP:** Sean James Franck replaces Willem Albertus Koch as the Person Responsible Aircraft; Sean James Franck replaces Willem Albertus as the Flight Operations Manager and the **Addition** of Category A1.

**INTERNATIONAL AIR SERVICE ACT, (ACT NO.60 OF 1993)
GRANT /AMENDMENT OF INTERNATIONAL AIR SERVICE LICENSE**

Pursuant to the provisions of section 17 (12) of Act No.60 of 1993 and Regulation 15 (1) and 15 (2) of the International Air Regulations,1994, it is hereby notified for general information that the applications, detail of which appear in the Schedules hereto, will be considered by the International Air Services Council (Council) representation in accordance with section 16(3) of the Act No. 60 of 1993 and regulation 25(1) of International Air Services Regulation, 1994, against or in favour of an application, should reach the Chairman of the International Air Services Council at Department of Transport, Private Bag X 193, Pretoria, 0001, within 28 days of the publication hereof. It must be stated whether the party or parties making such representation is / are prepared to be represent or represented at the possible hearing of the application.

APPENDIX I

(A) Full name, surname and trade name of the applicant. (B) Full business or residential address of the applicant. (C) Class of licence applied for. (D) Type of International Air Service to which application pertains. (E) Category or kind of aircraft to which application pertains. (F) Airport from and the airport to which flights will be undertaken. (G) Area to be served. (H) Frequency of flight.

(A) Ghaap Aviation (Pty) Ltd. Ghaap Air (Pty) Ltd. (B) Hangar 24, Lanseria International Airport, Johannesburg, 1739. (C) Class I, II & III. (D) Type S2, N2, G3, G8 & G11. (E) Category A1, A2, A3 & A4. (F) OR Tambo International - Lilongwe International, Eros Airport & Maputo International Airport. (G) South Africa & SADC Region.

(A) Airshare Cargo (Pty) Ltd. Airshare Cargo. (B) 54 Kloof Avenue, Silveroaks, Kuilsriver, Western Cape, 7580. (C) Class II. (D) Type N1 & N2. (E) Category A1. (F) (G) South Africa, Europe, Madagascar & Mauritius.

(A) Neoheights (Pty) Ltd. Fly Up. (B) 314 Zone A, Lebowakgomo, Limpopo, Gauteng, 0737. (C) Class I. (D) Type S1 & S2. (E) Category A1. (F) (G) (H)

Gateway International Airport – Zimbabwe - OR Tambo International Airport
OR Tambo International Airport - Bloemfontein International Airport - Lesotho International Airport - OR Tambo International Airport.
OR Tambo International Airport – Zanzibar - OR Tambo International Airport
OR Tambo International Airport - King mswati (III) International Airport- OR Tambo International Airport.

APPENDIX II

(A) Full name, surname and trade name of the applicant. (B) Full business or residential address of the applicant. (C) Class and number of license in which the amendment is made. (D) Type of International Air Service in respect of which the amendment was made. (E) Category or kind of aircraft to which license was made. (F) Airport in respect of which the amendment was made. (G) Area to be served. (H) Frequency of flight.

(A) CemAir (Pty) Ltd. CemAir. (B) Hanger 6 Eastern Precinct, OR Tambo International Airport, Bonaero Park, 1622. (C) Class I; I/S231. (D) Type S1 & S2. (E) Category A1 & A2. (F) OR Tambo International Airport. (G) (H) **Addition of:**

Johannesburg – Lubumbashi, DRC – 7 flights per week
Johannesburg – Dar Es Salaam, Tanzania – 7 flights per week
Johannesburg – Kinshasa, DRC – 7 flights per week
Johannesburg – Victoria Falls, Zimbabwe- 7 flights per week

**INTERNATIONAL AIR SERVICE ACT, (ACT NO.60 OF 1993)
GRANT /AMENDMENT OF INTERNATIONAL AIR SERVICE LICENSE**

Pursuant to the provisions of section 17 (12) of Act No.60 of 1993 and Regulation 15 (1) and 15 (2) of the International Air Regulations,1994, it is hereby notified for general information that the applications, detail of which appear in the Schedules hereto, will be considered by the International Air Services Council (Council) representation in accordance with section 16(3) of the Act No. 60 of 1993 and regulation 25(1) of International Air Services Regulation, 1994, against or in favour of an application, should reach the Chairman of the International Air Services Council at Department of Transport, Private Bag X 193, Pretoria, 0001, within 28 days of the publication hereof. It must be stated whether the party or parties making such representation is / are prepared to be represent or represented at the possible hearing of the application.

APPENDIX I

(A) Full name, surname and trade name of the applicant. (B) Full business or residential address of the applicant. (C) Class of licence applied for. (D) Type of International Air Service to which application pertains. (E) Category or kind of aircraft to which application pertains. (F) Airport from and the airport to which flights will be undertaken. (G) Area to be served. (H) Frequency of flight.

APPENDIX II

(A) Full name, surname and trade name of the applicant. (B) Full business or residential address of the applicant. (C) Class and number of license in which the amendment is made. (D) Type of International Air Service in respect of which the amendment was made. (E) Category or kind of aircraft to which license was made. (F) Airport in respect of which the amendment was made. (G) Area to be served. (H) Frequency of flight.

(A) Savannah Helicopters (Pty) Ltd. (B) Hangar 9, George Airport, George, 6530. (C) Class II & III. (D) Type N1, N4, G3, G4, G5, G8, G10, G15 & G16 (Offshore Operations). (E) Category A3 & H1. (F)(G)(H) **Changes to the MP.**

(A) Air Ambulance Health Services (Pty) Ltd. Air Ambulance Health Services. (B) Hangar 1 Gate II, Bram Fisher Int'l Airport, Bloemfontein, Freestate, 9301. (C) Class II; I/N404. (D) Type N1 & N2. Category A3. (F) (G) World Wide. (H) **Addition** of Category H2.

(A) South African Airways (SOC) Ltd. South African Airways. (B) Airways Park Jones Road, OR Tambo International Airport, 1627. (C) Class I & II; I/S094 & I/N095. (D) Type S1, S2, N1, N2, N3 & N4. (E) Category A1 & A2. (F) (G) (H) **Changes to the MP:** Mr Maleselo John Lamola as the interim CEO.

(A) CemAir (Pty) Ltd. CemAir/ FlyCemAir. (B) Hanger 6 Eastern Precinct, OR Tambo International Airport, Bonaero Park, 1622. (C) Class I & II; I/S231 & I/N189. (D) Type S1, S2, N1 & N2. (E) Category A1, A2 & A3. (F) OR Tambo International Airport, Cape Town International Airport & King Shaka International Airport. (G) World Wide. (H) **Changes to the Managerial Personnel and the addition of:**

Johannesburg - Windhoek, Namibia - 14 flights per week
 Johannesburg - Pemba, Mozambique - 7 flights per week
 Johannesburg - Vilanculos, Mozambique - 7 flights per week
 Cape Town - Maputo, Mozambique - 7 flights per week
 Durban - Maputo, Mozambique - 7 flights per week
 Johannesburg - Mauritius - 7 flights per week

BOARD NOTICES • RAADSKENNISGEWINGS

BOARD NOTICE 326 OF 2022**SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION**

Publication in terms of section 32(5) of the Architectural Profession Act No. 44 of 2000 ("The Act") of the finding and sanction imposed in accordance with the settlement agreement signed on 20 April 2022, into alleged improper conduct of the registered person.

Name of Person: Tshifhiwa E. Singo

Registration Number: D2978

Nature of the offence

Guilty of the contravention of Rule 3.4 of the Code of Conduct for registered persons promulgated under Board Notice 7 OF 2021 Government Gazette No 44190 of 19 February 2021.

Sanction:

- Mr. Tshifhiwa E. Singo is reprimanded in terms of section 32 (3) (a) (i) of the Act and fined R10 000.00 (ten thousand rand) in terms of section 32 (3) (a) (ii) of the Act.

BOARD NOTICE 327 OF 2022**SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION**

Publication in terms of section 32(5) of the Architectural Profession Act No. 44 of 2000 ("The Act") of the finding and sanction imposed in accordance with the settlement agreement signed on 30 May 2022, into alleged improper conduct of the registered person.

Name of Person: Thato M. Mokhahlane

Registration Number: D1549

Nature of the offence

Guilty of contravention of Rule 1.1(1.1.2) and 4.1 of the Code of Professional Conduct for registered persons promulgated under Board Notice 154 of 2009 Government Gazette No 32731 of 27 November 2009.

Sanction:

- Mr. Thato M. Mokhahlane is reprimanded in terms of section 32 (3) (a) (i) of the Act and fined R7 000 (seven thousand Rand) in terms of section 32 (3) (a) (ii) of the Act.

BOARD NOTICE 328 OF 2022**SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION**

Publication in terms of section 32(5) of the Architectural Profession Act No. 44 of 2000 ("The Act") of the finding and sanction imposed in accordance with the settlement agreement signed on 09 July 2022, into alleged improper conduct of the registered person.

Name of Person: Rudolf L. Keudel-Schaffer

Registration Number: T1385

Nature of the offence

Guilty of contravention of Rule 1.1(1.1.2) and 4.1 of the Code of Professional Conduct for registered persons promulgated under Board Notice 154 of 2009 Government Gazette No 32731 of 27 November 2009.

Sanction:

- Mr. Rudolf L. Keudel-Schaffer is reprimanded in terms of section 32 (3) (a) (i) of the Act and fined R8 000 (eight thousand Rand) in terms of section 32 (3) (a) (ii) of the Act.

BOARD NOTICE 329 OF 2022**SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION**

Publication in terms of section 32(5) of the Architectural Profession Act No. 44 of 2000 ("The Act") of the finding and sanction imposed in accordance with the settlement agreement signed on 19 July 2022, into alleged improper conduct of the registered person.

Name of Person: Ravi Ruthenavelu

Registration Number: T0075

Nature of the offence

Guilty of the contravention of Rule 1.1(1.1.2) and 4.1 of the Code of Professional Conduct for registered persons promulgated under Board Notice 154 of 2009 Government Gazette No 32731 of 27 November 2009.

Sanction:

- Mr. Ravi Ruthenavelu is reprimanded in terms of section 32 (3) (a) (i) of the Act and fined R10 000.00 (ten thousand rand) in terms of section 32 (3) (a) (ii) of the Act.

BOARD NOTICE 330 OF 2022**SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION**

Publication in terms of section 32(5) of the Architectural Profession Act No. 44 of 2000 ("The Act") of the finding and sanction imposed in accordance with the Tribunal order signed on 13 April 2022, into alleged improper conduct of the registered person.

Name of Person: Pieter Steenberg

Registration Number: CANT20964

Nature of the offence

Guilty of contravention of Rule 5.1 of the Code of Professional Conduct for registered persons promulgated under Board Notice 154 of 2009 Government Gazette No 32731 of 27 November 2009.

Sanction:

- Mr. Pieter Steenberg is reprimanded in terms of section 32 (3) (a) (i) of the Act and fined R10 000 (ten thousand Rand) in terms of section 32 (3) (a) (ii) of the Act .

BOARD NOTICE 331 OF 2022**SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION**

Publication in terms of section 32(5) of the Architectural Profession Act No. 44 of 2000 ("The Act") of the finding and sanction imposed in accordance with the settlement agreement signed on 30 June 2022, into alleged improper conduct of the registered person.

Name of Person: Phillipus R. Botha

Registration Number: PrAch24751089

Nature of the offence

Guilty of the contravention of Rule 1.1(1.1.2), 1.1 (1.1.3), 3.5 and 4.1 of the Code of Professional Conduct for registered persons promulgated under Board Notice 154 of 2009 Government Gazette No 32731 of 27 November 2009.

Sanction:

- Mr. Phillipus R. Botha is reprimanded in terms of section 32 (3) (a) (i) of the Act and fined R10 000.00 (ten thousand rand) in terms of section 32 (3) (a) (ii) of the Act.

BOARD NOTICE 332 OF 2022**SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION**

Publication in terms of section 32(5) of the Architectural Profession Act No. 44 of 2000 ("The Act") of the finding and sanction imposed in accordance with the settlement agreement signed on 22 April 2022, into alleged improper conduct of the registered person.

Name of Person: Nduduzo C. Kunene

Registration Number: CAD68209384

Nature of the offence

Guilty of the contravention of section 18(2) read with section 26(3) of the Act.

Sanction:

- Mr. Nduduzo C. Kunene is reprimanded in terms of section 32 (3) (a) (i) of the Act and fined R7500.00 (seven thousand five hundred rand) in terms of section 32 (3) (a) (ii) of the Act.

BOARD NOTICE 333 OF 2022**SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION**

Publication in terms of section 32(5) of the Architectural Profession Act No. 44 of 2000 ("The Act") of the finding and sanction imposed in accordance with the settlement agreement signed on 31 May 2022, into alleged improper conduct of the registered person.

Name of Person: Mthokozisi E. Mbatha

Registration Number: PAD20523

Nature of the offence

Guilty of the contravention of Rule 1.1(1.1.2), 4.1 and 5.1 of the Code of Professional Conduct for registered persons promulgated under Board Notice 154 of 2009 Government Gazette No 32731 of 27 November 2009.

Sanction:

- Mr. Mthokozisi E. Mbatha is reprimanded in terms of section 32 (3) (a) (i) of the Act and fined R10 000.00 (ten thousand rand) in terms of section 32 (3) (a) (ii) of the Act.

BOARD NOTICE 334 OF 2022**SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION**

Publication in terms of section 32(5) of the Architectural Profession Act No. 44 of 2000 ("The Act") of the finding and sanction imposed in accordance with the settlement agreement signed on 31 May 2022, into alleged improper conduct of the registered person.

Name of Person: Margueretha-Ann Bekker

Registration Number: D1260

Nature of the offence

Guilty of the contravention of Rule 1.1(1.1.2), 4.1 and 5.10 of the Code of Professional Conduct for registered persons promulgated under Board Notice 154 of 2009 Government Gazette No 32731 of 27 November 2009.

Sanction:

- Ms. Margueretha-Ann Bekker is reprimanded in terms of section 32 (3) (a) (i) of the Act and fined R10 000.00 (ten thousand rand) in terms of section 32 (3) (a) (ii) of the Act.

BOARD NOTICE 335 OF 2022**SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION**

Publication in terms of section 32(5) of the Architectural Profession Act No. 44 of 2000 ("The Act") of the finding and sanction imposed in accordance with the settlement agreement signed on 21 April 2022, into alleged improper conduct of the registered person.

Name of Person: Hatlane W. Maloka

Registration Number: CAD20830

Nature of the offence

Guilty of the contravention of Rule 2.3, 4.1 and 5.10 of the Code of Professional Conduct for registered persons promulgated under Board Notice 154 of 2009 Government Gazette No 32731 of 27 November 2009.

Sanction:

- Mr. Hatlane W. Maloka is reprimanded in terms of section 32 (3) (a) (i) of the Act and fined R12 500.00 (twelve thousand five hundred rand) in terms of section 32 (3) (a) (ii) of the Act.

BOARD NOTICE 336 OF 2022**SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION**

Publication in terms of section 32(5) of the Architectural Profession Act No. 44 of 2000 ("The Act") of the finding and sanction imposed in accordance with the settlement agreement signed on 22 April 2022, into alleged improper conduct of the registered person.

Name of Person: Gareth Jefferies

Registration Number: D2050

Nature of the offence

Guilty of the contravention of Rule 4.1 of the Code of Professional Conduct for registered persons promulgated under Board Notice 154 of 2009 Government Gazette No 32731 of 27 November 2009.

Sanction:

- Mr. Gareth Jefferies is reprimanded in terms of section 32 (3) (a) (i) of the Act and fined R7000.00 (seven thousand rand) in terms of section 32 (3) (a) (ii) of the Act.

BOARD NOTICE 337 OF 2022**SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION**

Publication in terms of section 32(5) of the Architectural Profession Act No. 44 of 2000 ("The Act") of the finding and sanction imposed in accordance with the settlement agreement signed on 09 June 2022, into alleged improper conduct of the registered person.

Name of Person: Fred Van Heerden

Registration Number: D1071

Nature of the offence

Guilty of the contravention of Rule 1.1(1.1.2), 4.1, 4.3 and 5.9 of the Code of Professional Conduct for registered persons promulgated under Board Notice 154 of 2009 Government Gazette No 32731 of 27 November 2009.

Sanction:

- Mr. Fred Van Heerden is reprimanded in terms of section 32 (3) (a) (i) of the Act and fined R12 000.00 (twelve thousand rand) in terms of section 32 (3) (a) (ii) of the Act.

BOARD NOTICE 338 OF 2022**SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION**

Publication in terms of section 32(5) of the Architectural Profession Act No. 44 of 2000 ("The Act") of the finding and sanction imposed in accordance with the settlement agreement signed on 22 June 2022, into alleged improper conduct of the registered person.

Name of Person: Fred J. Muller

Registration Number: CAT073

Nature of the offence

Guilty of the contravention of Rule 3.1, and 5.4 of the Code of Professional Conduct for registered persons promulgated under Board Notice 154 of 2009 Government Gazette No 32731 of 27 November 2009.

Sanction:

- Mr. Fred J. Muller is reprimanded in terms of section 32 (3) (a) (i) of the Act and fined R10 000.00 (ten thousand rand) in terms of section 32 (3) (a) (ii) of the Act.

BOARD NOTICE 339 OF 2022**SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION**

Publication in terms of section 32(5) of the Architectural Profession Act No. 44 of 2000 ("The Act") of the finding and sanction imposed in accordance with the settlement agreement signed on 26 April 2022, into alleged improper conduct of the registered person.

Name of Person: Edward M. Makhubu

Registration Number: D1181

Nature of the offence

Guilty of the contravention of Rule 5.4 of the Code of Professional Conduct for registered persons promulgated under Board Notice 154 of 2009 Government Gazette No 32731 of 27 November 2009 and section 18(2) read with section 26(3) of the Act.

Sanction:

- Mr. Edward M. Makhubu is reprimanded in terms of section 32 (3) (a) (i) of the Act and fined R15 000.00 (fifteen thousand rand) in terms of section 32 (3) (a) (ii) of the Act.

BOARD NOTICE 340 OF 2022**SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION**

Publication in terms of section 32(5) of the Architectural Profession Act No. 44 of 2000 ("The Act") of the finding and sanction imposed in accordance with the settlement agreement signed on 30 April 2022, into alleged improper conduct of the registered person.

Name of Person: Douglas J. Carr

Registration Number: ST1563

Nature of the offence

Guilty of the contravention of Rule 5.4 of the Code of Professional Conduct for registered persons promulgated under Board Notice 154 of 2009 Government Gazette No 32731 of 27 November 2009 .

Sanction:

- Mr. Douglas J. Carr is reprimanded in terms of section 32 (3) (a) (i) of the Act and fined R7000.00 (Seven thousand rand) in terms of section 32 (3) (a) (ii) of the Act.

BOARD NOTICE 341 OF 2022**SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION**

Publication in terms of section 32(5) of the Architectural Profession Act No. 44 of 2000 ("The Act") of the finding and sanction imposed in accordance with the settlement agreement signed on 20 April 2022, into alleged improper conduct of the registered person.

Name of Person: David H. Shibambu

Registration Number: D1707

Nature of the offence

Guilty of the contravention of Rule 1.1(1.1.2), 4.1.5.1, 5.9 and 5.10 of the Code of Professional Conduct for registered persons promulgated under Board Notice 154 of 2009 Government Gazette No 32731 of 27 November 2009.

Sanction:

- Mr. David H. Shibambu is reprimanded in terms of section 32 (3) (a) (i) of the Act and fined R17 500.00 (seventeen thousand five hundred rand) in terms of section 32 (3) (a) (ii) of the Act.

BOARD NOTICE 342 OF 2022**SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION**

Publication in terms of section 32(5) of the Architectural Profession Act No. 44 of 2000 ("The Act") of the finding and sanction imposed in accordance of the Tribunal order signed on 21 July 2022, into alleged improper conduct of the registered person.

Name of Person: Bryan W. Wessels

Registration Number: D2192

Nature of the offence

Guilty of contravention of Rule 4.1 and 4.6 of the Code of Conduct for registered persons promulgated under Board Notice 07 of 2021 Government Gazette No 44190 of 19 February 2021.

Sanction:

- Mr. Bryan W. Wessels is fined R5 000 (five thousand rand) in terms of section 32 (3) (a) (ii) of the Act.

BOARD NOTICE 343 OF 2022**SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION**

Publication in terms of section 32(5) of the Architectural Profession Act No. 44 of 2000 ("The Act") of the finding and sanction imposed in accordance with the settlement agreement signed on 21 April 2022, into alleged improper conduct of the registered person.

Name of Person: Abram R. Mazibuko

Registration Number: D1171

Nature of the offence

Guilty of the contravention of Rule 1.1(1.1.2) and 4.1 of the Code of Professional Conduct for registered persons promulgated under Board Notice 154 of 2009 Government Gazette No 32731 of 27 November 2009.

Sanction:

- Mr. Abram R. Mazibuko is reprimanded in terms of section 32 (3) (a) (i) of the Act and fined R12 500.00 (twelve thousand five hundred rand) in terms of section 32 (3) (a) (ii) of the Act.

