

- 10.13.7 A designated agent appointed by the Minister of Labour under Section 33 (1) of the Act, shall in addition to the powers referred to in this Clause, have the powers as assigned to designated agents as set out in the Act in general and in Schedule 10 and Section 142 of the Act, read with the changes required by the context.
- 10.13.8 In the event of an establishment failing to submit a prescribed return in respect of any month, the Council may make an assessment of the amount due to the Council in terms of the Agreement based on the average number of employees and their respective remuneration rates reflected in the latest monthly return form received from the establishment: Provided that if no monthly return forms have been received by the Council, the Council may make an assessment based on the number of employees furnished by the establishment as reflected on the Council's prescribed registration form of the establishment: Provided that if the establishment did not disclose the number of employees on the prescribed registration form, an assessment will be made based on the evidence obtained by the Council.
- 10.13.9 In the event that an establishment pays the amount assessed by the Council in terms of clause 10.13.8 and it is found thereafter that the assessment was based on incorrect facts or figures, the Council shall credit the establishment for the amount paid in excess of the amount actually due to the Council and may utilise such credit or portion thereof to defray any enforceable underpayment of previous unpaid amounts to the Council.
- 10.13.10 In the event that the Council sends an assessment report to the establishment for verification and such establishment fails to submit a written objection within 10 days after receiving the report, the Council may accept such initial report as true and correct.

#### 10.14 **Provisions declared ultra vires**

Should any provisions of this Agreement be declared ultra vires by any competent court of law, the remaining provisions of this Agreement shall be deemed to be the Agreement and shall remain in operation for the unexpired period of this Agreement.

#### 10.15 **Protective clothing**

Every employer shall supply protective clothing to each employee as specified in terms of the Occupational Health and Safety Act, 1993, which shall remain the property of the employer but, when such clothing is delivered to the employee concerned, he shall become responsible for the cleaning and maintenance of the protective clothing.