



STAATSKOERANT

VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA

GOVERNMENT GAZETTE

REGULASIEKOERANT No. 2772

As 'n Nuisblad by die Poskantoor Geregistreer

PRYS 20c PRICE
OORSEE 30c OVERSEAS
POSVRY — POST FREE

REGULATION GAZETTE No. 2772

Registered at the Post Office as a Newspaper

Vol. 165]

PRETORIA, 23 MAART 1979
MARCH

[No. 6370

GOEWERMENSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 538

23 Maart 1979

WET OP NYWERHEIDSVERSOENING, 1956

DRANK- EN SPYSENIERSBEDRYF, DURBAN.—
VOORSORGFONDSOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Drank- en Spyseniërsbedryf betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 2 September 1981 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2 en 13, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 2 September 1981 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Bedryf in die gebiede gespesifiseer in klousule 1 (2) van genoemde ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2 en 13, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 2 September 1981 eindig, in die gebiede gespesifiseer in klousule 1 (2) van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle Swartes in diens in genoemde Bedryf by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Swartes in hul diens.

S. P. BOTHA, Minister van Arbeid.

8106—A

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 538

23 March 1979

INDUSTRIAL CONCILIATION ACT, 1956

LIQUOR AND CATERING TRADE, DURBAN.—
PROVIDENT FUND AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Liquor and Catering Trade, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 2 September 1981, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1, 2 and 13, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 2 September 1981, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Trade in the areas specified in clause 1 (2) of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (2) of the said Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 2 September 1981, the provisions of the said Agreement, excluding those contained in clauses 1, 2 and 13, shall *mutatis mutandis* be binding upon all Blacks employed in the said Trade by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Blacks in their employ.

S. P. BOTHA, Minister of Labour.

6370—1

BYLAE

**NYWERHEIDSRAAD VIR DIE DRANK- EN
SPYSENIERSBEDRYF, DURBAN
VOORSORGFONDSOOREENKOMS**

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die

Hotel and Bottle Store Association of Durban and District (hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

The Natal Liquor and Catering Trade Employees' Union (hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Drank- en Spyseniersbedryf, Durban.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet nagekom word in die Drank- en Spyseniersbedryf—

(1) deur alle werkgewers wat lede van die werkgewers-organisasie is en deur alle werknemers wat lede van die vakvereniging is;

(2) in die gebied binne 'n straal van 16,09 km vanaf die Hoofposkantoor, Durban, maar binne die landdrosdistrik Durban (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermenskennisgewing 1401 van 16 Augustus 1968 binne die landdrosdistrik Umlazi geval het), en in daardie gedeeltes van die landdrosdistrikte Inanda en Pinetown wat binne 'n straal van 17,7 km vanaf die Hoofposkantoor, Durban, val.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms word van krag op 'n datum wat die Minister van Arbeid kragtens artikel 48 van die Wet vasstel en bly van krag vir 'n tydperk van drie jaar of vir 'n tydperk wat hy bepaal.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n wet melding gemaak word, omvat dit alle wysigings van sodanige wet. Voorts, tensy onbestaanbaar met die samehang, omvat woorde wat die enkelvoud aandui ook die meervoud en woorde wat die manlike geslag aandui, ook vroue, en beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"Aanhangsel A" Aanhangsel A van hierdie Ooreenkoms wat die hydraeskaal en die lewensversekeringsvoordele uiteensit;

"Versekeringsmaatskappy" Homes Trust Life Assurance Company Limited;

"bevoordeeldes" die afhanklike/s en/of persoon/persone deur 'n lid benoem ingevolge klousule 6;

"los werknemer", vir die toepassing van klousule 5 (1), 'n werknemer wat vir 'n tydperk van hoogstens sewe dae in diens geneem word en spesifiek 'n werknemer wat vir 'n spesiale funksie, dans, vertoning of skou in diens geneem word wat langer as sewe dae duur;

"datum van inwerkingtreding" die datum van inwerkingtreding van hierdie Ooreenkoms;

"bydraeloon"—

(a) in die geval van 'n werknemer wat weekliks betaal word, sy loon vermenigvuldig met vier en een derde; of

(b) in die geval van 'n werknemer wat maandeliks betaal word, sy loon;

"Raad" die Nywerheidsraad vir die Drank- en Spyseniersbedryf, Durban;

"toetreedatum" die eerste dag van die maand waarin 'n werknemer ooreenkomstig klousule 5 lid word van of aangeneem word as lid van die Fonds;

"transaksiesrekening" die rekening waarin alle geldelike transaksies aangeteken word in verband met die administrasie van die Fonds deur die Raad;

"Fonds" die Voorsorgfonds vir die Drank- en Spyseniersbedryf, Durban, in klousule 4 van hierdie Ooreenkoms bedoel;

"Drank- en Spyseniersbedryf" die Bedryf beoefen in verband met enige bedryfsinrigting ten opsigte waarvan een of meer van ondergenoemde lisensies kragtens die Drankwet, 1977, gehou word vir die verkoop van drank daarin, daarop of daaruit, nl.:

- (a) Restaurantdranklisensie;
- (b) hotel dranklisensie;
- (c) kantienlisensie;
- (d) teater- of sportgrond dranklisensie;
- (e) tydelike dranklisensie;
- (f) nagtelike geleentheidslisensie;

SCHEDULE

**INDUSTRIAL COUNCIL FOR THE LIQUOR AND
CATERING TRADE, DURBAN
PROVIDENT FUND AGREEMENT**

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the

Hotel and Bottle Store Association of Durban and District (hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and

The Natal Liquor and Catering Trade Employees' Union (hereinafter referred to as the "employees" or the "trade union"), of the other part,

being the parties to the Industrial Council for the Liquor and Catering Trade, Durban.

1. SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed in the Liquor and Catering Trade—

(1) by all employers who are members of the employers' organisation and by all employees who are members of the trade union;

(2) in the area within a radius of 16,09 km of the General Post Office, Durban, but within the Magisterial District of Durban (excluding that portion which prior to the publication of Government Notice 1401 of 16 August 1968 fell within the Magisterial District of Umlazi), and in those portions of the Magisterial Districts of Inanda and Pinetown which fall within a radius of 17,7 km of the General Post Office, Durban.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into force on such date as shall be fixed by the Minister of Labour in terms of section 48 of the Act and shall remain in force for three years or for such period as may be fixed by him.

3. DEFINITIONS

Any expression used in this Agreement which is defined in the Act shall have the same meaning as in that Act and any reference to any act shall include any amendment of such act. Further, where the context so admits, words importing the singular shall include the plural, words importing the masculine gender shall include the feminine gender and the following words and expressions shall have the following meanings:

"Act" means the Industrial Conciliation Act, 1956;

"Annexure A" means Annexure A to this Agreement setting out the scale of contributions and life assurance benefits;

"Assurance Company" means Homes Trust Life Assurance Company Limited;

"beneficiaries" means the dependant(s) and/or person(s) nominated by a member in terms of clause 6;

"casual employee" shall, for the purposes of clause 5 (1), mean an employee who is engaged for a period not exceeding seven days and specifically includes an employee engaged for a special function, dance, exhibition or show which exceeds seven days' duration;

"commencement date" means the date of coming into operation of this Agreement;

"contribution wage" means—

(a) in the case of employees who are paid weekly, his wage multiplied by four and one-third; or

(b) in the case of employees who are paid monthly, his wage;

"Council" means the Industrial Council for the Liquor and Catering Trade, Durban;

"entry date" means the first day of the month in which an employee becomes or is admitted as a member of the Fund in terms of clause 5;

"exigency account" means the account in which is recorded all monetary transactions in connection with the administration of the Fund by the Council;

"Fund" means the Durban Liquor and Catering Trade Provident Fund referred to in clause 4 of this Agreement;

"Liquor and Catering Trade" means the Trade carried on in connection with any establishment in respect of which there is held for the sale of liquor therein, thereon or therefrom one or more of the following licences under provisions of the Liquor Act, 1977, namely:

- (a) Restaurant liquor licence;
- (b) hotel liquor licence;
- (c) bar licence;
- (d) theatre or sports ground liquor licence;
- (e) temporary liquor licence;
- (f) late hours occasional liquor licence;

- (g) wyn-en-bierlisensie;
- (h) maaltyddranklisensie;
- (i) die houer van 'n skriftelike magtiging om drank te verkoop kragtens artikel 23 van die Drankwet, 1977.

"Hoofdooreenkoms" die jongste Ooreenkoms van die Raad gepubliseer ingevolge die Wet, wat lone voorskryf vir werknemers in die Bedryf;

"lid" 'n werknemer vir wie lidmaatskap van die Fonds verpligtend is of wat ooreenkomstig klousule 5 as lid van die Fonds toegelaat word;

"aftreedatum"—

(a) in die geval van 'n lid wat voor sy 65ste verjaardag tot die Fonds toetree het, die laaste dag van die maand waarin hy 65 word; en

(b) in die geval van 'n lid wat op of na sy 65ste verjaardag tot die Fonds toetree het, die laaste dag van die maand waarin hy aftree of die laaste dag van die maand waarin hy 70 word, naamlik die jongste datum;

"Aanvullende Rekening" die afsonderlike rekening wat ooreenkomstig die reëls en regulasies van die Fonds ingestel is;

"loon" die loon voorgeskryf in klousule 4 (1) van die Hoofdooreenkoms, maar uitgesonderd kommissie, bonus of gratifikasie.

4. INSTELLING EN DOELSTELLING VAN DIE FONDS

(1) Die Fonds ingestel kragtens die Ooreenkoms gepubliseer by Goewermentskennisgewing 107 van 22 Januarie 1960 en bekend as die Voorsorgfonds vir die Drank- en Spyseniersbedryf, Durban, word hierby voortgesit.

(2) Die Fonds word geadminestreer volgens sy reëls en regulasies wat van tyd tot tyd van krag is en, afgesien van die bystand betaal uit die Aanvullende Rekening, word die bystand deur die Fonds verskaf, verseker ingevolge Polisse 175639 en 472912 wat deur die Versekeringsmaatskappy uitgereik is.

(3) Die doelstellings van die Fonds is—

(a) om 'n kontantbedrag of jaargeld aan lede te verskaf wat op of na die gewone aftreedatum aftree;

(b) om, wanneer 'n lid vóór sy aftree-ouderdom te sterwe kom, voorsiening te maak vir betaling aan sy bevoordeelde;

(c) om by lede se aftrede vóór die gewone aftreedatum, bystand na goedvinde van die Raad aan hulle te verskaf.

5. LIDMAATSKAP

(1) Lidmaatskap van die Fonds is verpligtend vir alle werknemers wat op die datum van inwerkingtreding, in die Drank- en Spyseniersbedryf, Durban, in diens is (uitgesonderd in 'n los hoedanigheid) en wat reeds 16 jaar oud is maar nog nie 70 nie;

(2) Lidmaatskap van die Fonds is, behoudens die voorwaardes in subklousule (1) gespesifiseer, verpligtend vir alle werknemers wat diens in die Drank- en Spyseniersbedryf aanvaar en wat minstens drie maande ononderbroke diens by dieselfde werkgever voltooi het. Met dien verstande dat 'n werknemer wat die Bedryf verlaat of tydelik werkloos is, sy lidmaatskap van die Fonds moet hervat vanaf die datum waarop hy weer in die Bedryf in diens geneem word as sodanige herindiensneming 'n aanvang neem binne 12 maande vanaf die datum waarop hy die Bedryf verlaat het of werkloos geraak het.

(3) Lidmaatskap van die Fonds is egter nie verpligtend nie vir 'n werknemer wat op 11 September 1967 'n deelnemer was in en 'n lid was of daarna geword het van 'n ander fonds wat op genoemde datum pensioen- of voorsorgvoordele verskaf het, wat op genoemde datum reeds bestaan het en waarin die werkgever van daardie werknemer op genoemde datum 'n deelnemer was, of vir die werkgever van sodanige werknemer, slegs gedurende dié tydperk wat die ander fonds voortgaan om te funksioneer en sowel die werkgever as die werknemer daarin deelneem as die voordele van die ander fonds na die mening van die Raad in die geheel nie minder gunstig is as die voordele wat deur hierdie Fonds verskaf word nie.

(4) Werknemers wat by indienstreding by 'n werkgever R4 200 of meer per jaar verdien, kom nie in aanmerking vir lidmaatskap van die Fonds nie maar kan egter as vrywillige lede toegelaat word mits die werkgever van sodanige werknemer daartoe toegestem het, en in dié geval is hierdie Ooreenkoms *mutatis mutandis* op so 'n werknemer en werkgever van toepassing.

(5) (a) Elke werknemer wat in aanmerking kom vir lidmaatskap van die Fonds moet as hy die eerste keer tot die Bedryf toetree; en alle bestaande lede moet, wanneer die Raad hulle daartoe versoek, die inligting verskaf wat in Aanhangsel B voorgeskryf word.

(g) wine and malt liquor licence;

(h) meal time liquor licence;

(i) the holder of written authority to sell liquor in terms of section 23 of the Liquor Act, 1977;

"Main Agreement" means the latest Agreement of the Council published in terms of the Act, which prescribes wages for employees employed in the trade;

"member" means an employee for whom membership of the Fund is compulsory or who is admitted as a member of the Fund in terms of clause 5;

"retirement date" shall mean—

(a) in the case of a member who entered the Fund before his 65th birthday, the last day of the month in which a member attains his 65th birthday; and

(b) in the case of a member who entered the Fund on or after his 65th birthday, the last day of the month in which he retires or the last day of the month in which he attains his 70th birthday, whichever occurs first;

"Supplementary Account" means the separate account established in accordance with the rules and regulations of the Fund;

"wage" means the wage as prescribed in clause 4 (1) of the Main Agreement and does not include commission, bonus or gratuity.

4. ESTABLISHMENT AND OBJECT OF THE FUND

(1) The Fund established in terms of the Agreement published under Government Notice 107 of 22 January 1960, and known as the Durban Liquor and Catering Trade Provident Fund, is hereby continued.

(2) The Fund shall be governed by its rules and regulations in force from time to time and apart from benefits paid out of the Supplementary Account, the benefits under the Fund are assured under Policies 175639 and 472912 issued by the Assurance Company.

(3) The objects of the Fund shall be—

(a) to provide members on retirement at or after the normal retirement date with a cash benefit or an annuity;

(b) to provide on the death of a member prior to retirement for payment to his beneficiary;

(c) to provide members on their retirement before the normal retirement date with certain benefits at the discretion of the Council.

5. MEMBERSHIP

(1) Membership of the Fund shall be compulsory for all employees who on the commencement date are employed other than in a casual capacity in the Liquor and Catering Trade, Durban, and who have attained their 16th birthday and who have not attained their 70th birthday.

(2) Membership of the Fund shall, subject to the conditions specified in subclause (1), be compulsory for all employees who take up employment in the Liquor and Catering Trade and who have completed not less than three months' continuous employment with the same employer: Provided that an employee who leaves the Trade or who is temporarily unemployed shall resume his membership of the Fund from the date he is re-employed in the Trade if such re-employment commences within 12 months from the date he so left the Trade or became unemployed.

(3) Membership of the Fund shall, however, not be compulsory in respect of any employee who on 11 September 1967, was, or thereafter became a participant in and a member of any other fund which on the said date provided pension or provident benefits, which was in existence on the said date and in which the employer of that employee was on the said date a participant, or in respect of the employer of such employee, during such period only as such other fund continues to operate and both employer and employee participate therein, if in the opinion of the Council the benefits of such other fund are, on the whole, not less favourable than the benefits provided by this Fund.

(4) Employees who, on entering the service of the employer, earn R4 200 or more per annum, are not eligible to become members of the Fund but may, however, be admitted to voluntary membership provided the employer of such employee has agreed thereto in the event of which the provisions of this Agreement shall *mutatis mutandis* apply to such employee and employer.

(5) (a) Every employee eligible to become a member of the Fund, shall, upon entering the Trade for the first time; and all existing members shall, when requested to do so by the Council, supply the information as prescribed in Annexure B.

(b) Die Nywerheidsraad moet aan elke lid van die Fonds 'n lidmaatskapkaart uitreik in die vorm in Aanhangsel C voorgeskrif en deur die Sekretaris van die Raad onderteken.

(c) Elke werkgewer moet wanneer hy 'n werknemer in diens neem die lidmaatskapkaart van genoemde werknemer wat deur die Raad uitgereik is, opeis en dié werknemer moet, as hy 'n lid van die Fonds is of was, dié kaart toon.

(d) Die werkgewer moet die lidmaatskapkaart in veilige bewaring hou en dit by sy diensbeëindiging aan die lid teruggee.

(e) Die werkgewer moet, wanneer 'n werknemer wat 'n lid is sy diens verlaat, die diensbesonderhede op die lidmaatskapkaart invul.

(f) (i) Werkgewers moet die besonderhede soos in Aanhangsel D van hierdie Ooreenkoms uiteengesit ten opsigte van alle nuwe werknemers inskryf op die afskrif van die maandelikse bydraestaat wat deur die Verkeringsmaatskappy uitgereik is voordat hulle dit aan die Raad terugstuur.

(ii) Werkgewers wat hul eie bydraestate opstel, moet insgelyks die besonderhede van nuwe werknemers verskaf en daarby die lidmaatskapnommer van die Voorsorgfonds instuur asook die naam van elke lid wie se diens gedurende die maand waarop die staat betrekking het beëindig is.

6. BEVOORDEELDES

(1) Elke lid moet, in die vorm in Aanhangsel E voorgeskrif, aan die Raad die besonderhede verstrek van sy benoemde bevoordeelde.

(2) Vir die doel van subklousule (1) word die volgende as bevoordeelde beskou:

(a) 'n Lid se vrou;

(b) 'n lid se kinders onder die ouderdom van 21 (met inbegrip van aangenome kinders) wat ten volle of gedeeltelik van 'n lid afhanklik is en wat by so 'n lid inwoon;

(c) enige ander persoon wat vir onderhoud en ondersteuning ten volle of gedeeltelik van die lid afhanklik is.

(3) As 'n lid geen afhanklike het wat hy ingevolge subklousule (1) as bevoordeelde kan benoem nie, kan hy enige ander persoon benoem mits hy 'n verklaring onderteken het dat hy geen afhanklikes het nie en dit aan die Raad gestuur het.

(4) As 'n lid versuim om iemand ingevolge subklousule (1) te benoem, moet die Raad die voordeel in die oorerledene se boedel inbetaal.

(5) As 'n bevoordeelde geen eis inlewer binne 'n jaar na die dood van 'n lid, of binne sodanige langer tydperk as wat die Raad ingevolge Reël 6 (10) van die Fonds se Reëls toelaat nie, moet die Raad die voordeel in die oorerledene se boedel inbetaal, en daarna is daar geen verdere eis teen die Fonds nie.

(6) As die bevoordeelde of sy benoemde voog onder die ouderdom van 21 is of iemand is wat na die Raad se mening nie bevoeg is om geld oordeelkundig te hanteer nie, het die Raad die reg om die verskuldigde voordeel in bewaring te hou en dit aan die bevoordeelde of sy voog te betaal op die wyse wat die Raad besluit.

7. BYDRAES

(1) Elke lid moet elke maand 'n bedrag bydra wat vasgestel is volgens die bydraeskaal wat in Aanhangsel A uiteengesit word.

(2) Die bydraes in subklousule (1) bedoel, moet van die lid se salaris afgetrek word en maandeliks in die loonstate weergegee word.

(3) Elke werkgewer moet elke maand ten opsigte van elke lid in sy diens 'n bedrag bydra wat gelyk is aan die bydraes in subklousule (1) genoem.

(4) Elke werkgewer moet maand vir maand die totaal van die lede en die werkgewer se bydraes vir die betrokke maand, tesame met 'n opgawe vir sodanige betalings vir daardie maand aan die Sekretaris van die Nywerheidsraad vir die Drank- en Spyseniersbedryf, Posbus 3990, Durban, stuur sodat dit daardie kantoor bereik voor of op die 15de dag van die maand wat volg op die maand ten opsigte waarvan die aftrekkings gedoen is.

8. ADMINISTRASIE VAN DIE FONDS

(1) Die administrasie, bestuur en beheer van die Fonds en die betaling van voordele uit die Fonds berus by die Raad en die Voorsitter en Ondervoorsitter van die Raad is *ipso facto* Voorsitter en Ondervoorsitter van die Voorsorgfonds.

(2) (a) Die Raad het die bevoegdheid om sy eie prosedure-reëls voor te skryf, te wysig en te verander, en om reëls vir die administrasie van die Fonds op te stel, te wysig en te verander: Met dien verstande dat sodanige reëls of wysigings daarvan nie onbestaanbaar mag wees met hierdie Ooreenkoms of met enige ander wet nie.

(b) The Council shall issue a membership card in the form prescribed in Annexure C, signed by the Secretary of the Council, to every member of the Fund.

(c) Every employer shall, upon engaging an employee, demand from the said employee the membership card issued by the Council and the said employee shall, if he is, or was, a member of the Fund, produce the said card.

(d) The membership card shall be retained by the employer in safe-keeping and returned to the member on the termination of his employment.

(e) The employer shall, when an employee who is a member leaves his service, complete the employment details on the membership card.

(f) (i) Employers must enter the particulars, as set out in Annexure D of this Agreement, in respect of all new employees on the copy of the monthly contribution schedule, issued by the Assurance Company before returning same to the Council.

(ii) Employers compiling their own contribution schedules must likewise supply the particulars of new employees and must in addition submit the Provident Fund membership number and name of each member whose service was terminated during the month to which the schedule refers.

6. BENEFICIARIES

(1) Every member shall, in the form prescribed in Annexure E, inform the Council of the particulars of his nominated beneficiary.

(2) For the purpose of subclause (1), the following shall be considered as beneficiaries:

(a) A member's wife;

(b) a member's children under the age of 21 (including adopted children) who are wholly or partly dependent on the member and who reside with such member;

(c) any other person dependent in whole or in part on the member for maintenance and support.

(3) Should a member have no dependent whom he can nominate as a beneficiary in terms of subclause (1), he may nominate any other person, provided he has signed and submitted to the Council a declaration that he has no dependants.

(4) In the event of a member failing to make a nomination in terms of subclause (1), the Council shall pay the benefit into the deceased's estate.

(5) If within one year of the death of the member, or within such longer period as the Council, in terms of Rule 6 (10) of the Fund's Rules, may allow, no claim is made by a beneficiary, the Council shall pay the benefit into the deceased's estate and thereafter there shall be no further claim against the Fund.

(6) Should the beneficiary or his nominated guardian be under the age of 21 years, or a person who in the opinion of the Council, would not be capable of handling money judiciously, the Council shall have the right to retain the benefits due in trust and pay it to the beneficiary, or his guardian, in a manner as shall be decided upon by the Council.

7. CONTRIBUTIONS

(1) Every member shall contribute monthly a sum determined in accordance with the scale of contributions set out in Annexure A.

(2) The contributions referred to in subclause (1) shall be deducted from the member's salary and reflected through the wage records each and every month.

(3) Every employer shall contribute monthly an amount equal to the contributions referred to in subclause (1) in respect of each member in his employ.

(4) Every employer shall forward month by month the total members' and employer's contributions for the relevant month, together with a schedule for such payments for that month, to the Secretary of the Industrial Council for the Liquor and Catering Trade, P.O. Box 3990, Durban, so as to reach that office not later than the 15th day of the month following that in respect of which deductions were made.

8. ADMINISTRATION OF THE FUND

(1) The administration, management and control of the Fund and the payment of benefits from the Fund shall be vested in the Council and the Chairman and Vice-Chairman of the Council shall *ipso facto* be Chairman and Vice-Chairman of the Provident Fund.

(2) (a) The Council shall have the power to prescribe, alter and amend its own rules of procedure and to make, amend and alter rules governing the administration of the Fund: Provided that such rules or any amendment thereof shall not be inconsistent with the provisions of this Agreement or with the provisions of any other law.

(b) 'n Kopie van sodanige reëls en wysings daarvan moet aan die Sekretaris van Arbeid verskaf word.

(c) 'n Kopie van die reëls en wysings daarvan moet gedurende kantoorure op die kantoor van die Sekretaris van die Raad beskikbaar wees ter insae deur enige werkgewer of bydraer.

(3) Drie verteenwoordigers van die werkgewers en drie verteenwoordigers van die werknemers vorm 'n kworum, en alle sake word by meerderheidstem beslis.

9. GELDELIKE BEHEER

(1) Alle bydraes ontvang op rekening van die Fonds moet binne sewe dae in die Raad se bankrekening inbetaal word en moet nie later nie as die laaste dag van die maand waarin ontvang, aan die Versekeringsmaatskappy gestuur word.

(2) Alle geld ontvang van die Fonds en/of Aanvullende rekening vir die doeleindes soos vervat in subklousule (3) (a), (b) en (c) van klousule 4 en subklousule (3) van hierdie klousule, sowel as alle rente ontvang op geld belê deur die Raad namens die Fonds, moet in die transaksierekening van die Raad se Voorsorgfonds in 'n bank inbetaal word.

(3) Al die uitgawes in verband met of wat voortvloei uit die bestuur of administrasie van die Fonds en die belegging daarvan, met inbegrip van ouditeurskoste, word deur die Fonds betaal.

(4) Alle betalings deur die Raad kragtens subklousule (1) en/of vir enige van die doeleindes soos vervat in subklousule (2), moet gedoen word per tjek wat op die toepaslike rekening getrek word en moet onderteken word deur die Voorsitter of Ondervoorsitter of 'n ander persoon wat die Raad aanstel en moet medeonderteken word deur die Sekretaris of 'n ander persoon wat die Raad aanstel.

(5) Die Raad moet 'n openbare rekenmeester of rekenmeesters aanstel wie se besoldiging uit die Fonds betaal moet word. Die betalings aan die Versekeringsmaatskappy en die rekenings van die Fonds moet jaarliks vir die tydperk geëindig 31 Desember geouditeer word. Die geouditeerde staat en balansstaat moet deur die ouditeur van die Raad gesertifiseer en deur die Voorsitter van die Raad medeonderteken word en moet daarna op die kantoor van die Raad ter insae lê en kopieë daarvan moet binne drie maande ná bogenoemde datum aan die Sekretaris van Arbeid gestuur word.

(6) Die Fondse mag nie anders belê word nie as in—

- (a) Staats- of plaaslike bestuurseffekte;
- (b) Nasionale Spaarsertifikate;
- (c) Poskantoorpaarrekenings of -sertifikate;
- (d) spaarrekenings, permanente aandele of vaste deposito's in bougenootskappe of banke; of
- (e) op enige ander wyse wat deur die Registrateur goedgekeur word.

10. VRYWARING

(1) Die lede en Sekretaris van die Raad word nie aanspreeklik gehou vir enige daad wat verlies vir die Fonds kan meebring nie, indien sodanige daad te goeder trou geskied het, en is nie aanspreeklik vir die skulde en laste van die Fonds nie en hulle word hierby deur die Fonds gevrywaar teen alle verliese en uitgawes wat deur hulle in of aangaande die bona fide-uitvoering van hul pligte aangegaan word.

(2) By sekwestrasie of likwidasie van die werkgewer se boedel of in ander gevalle mag die Raad nie aanspreeklik gehou word vir bydraes deur die werkgewer afgetrek en bydraes deur die werkgewer verskuldig en betaalbaar wat nie in die Fonds inbetaal is nie.

11. GESKILLE

Alle geskille betreffende die vertolking, betekenis of bedoeeling van enige bepalinge van hierdie Ooreenkoms aangaande die administrasie van die Fonds moet deur die Raad besleg word.

12. VERSTRYKING VAN OOREENKOMS EN ONTBINDING VAN DIE RAAD

(1) Ingeval hierdie Ooreenkoms weens tydverloop verstryk of om enige ander rede beëindig word sonder dat daar binne 12 maande vanaf die verstrykingsdatum van die Ooreenkoms 'n ander ooreenkoms vir die voortsetting van die Fonds aangegaan word of sonder dat die Raad die Fonds oordra aan 'n ander fonds wat vir dieselfde doel gestig is, moet die Fonds gelikwideer word.

(b) A copy of such rules and any amendment thereto shall be furnished to the Secretary for Labour.

(c) A copy of the rules and any amendment thereto shall be available for inspection by any employer or contributor at the office of the Secretary of the Council during office hours.

(3) Three employers' representatives and three employees' representatives shall constitute a quorum, and all matters shall be determined by a majority of votes.

9. FINANCIAL CONTROL

(1) All contributions received on account of the Fund shall be paid within seven days into the Council's banking account and shall be transmitted to the Assurance Company not later than the last day of the month during which received.

(2) All moneys received from the Fund and/or Supplementary Account for purposes as defined in subclause (3) (a), (b) and (c) of clause 4 and subclause (3) of this clause, as well as all interest received on money invested on behalf of the Fund by the Council shall be paid into the Council's Provident Fund Exigency Account in a bank.

(3) The whole of the expenses in connection with or incidental to the management or administration of the Fund and the investment thereof, including the cost of audit, shall be paid by the Fund.

(4) All payments by the Council in terms of subclause (1) and/or for any of the purposes defined in subclause (2), shall be by cheque drawn on the appropriate account, signed by the Chairman or Vice-Chairman, or other person who may be appointed by the Council and countersigned by the Secretary, or such other person who may be appointed by the Council.

(5) The Council shall appoint a public accountant or accountants whose remuneration shall be paid out of the Fund. The payments to the Assurance Company and the accounts of the Fund shall be audited annually for the period ended 31 December. The audited statement and balance sheet shall be certified by the auditor of the Council and countersigned by the Chairman of the Council and shall thereafter lie for inspection at the office of the Council, and copies thereof shall be transmitted to the Secretary for Labour within three months after the aforementioned date.

(6) Funds shall not be invested otherwise than in—

- (a) Government or local government stock;
- (b) National Savings Certificates;
- (c) Post Office Savings Accounts or Certificates;
- (d) savings accounts, permanent shares of fixed deposits in buildings societies or banks; or
- (e) in any other manner approved by the Registrar.

10. INDEMNITY

(1) The members and Secretary of the Council shall not be held responsible for any act which may result in loss to the Fund, where such act was done in good faith, and shall not be liable for the debts and liabilities of the Fund, and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

(2) Upon the sequestration or liquidation of the employer's estate, or at all, the Council shall not be held responsible for any contributions deducted and any contributions due and payable by the employer not paid into the Fund.

11. DISPUTES

Any disputes concerning the interpretation, meaning or intention of any provisions of this Agreement concerning the administration of the Fund shall be decided by the Council.

12. EXPIRY OF AGREEMENT AND DISSOLUTION OF THE COUNCIL

(1) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, and no subsequent Agreement being negotiated for the purpose of continuing the operation of the Fund or the Fund not being transferred by the Council to any other fund constituted for the same purpose within 12 months from the date of expiry of the Agreement the Fund shall be liquidated.

(2) Ingeval die Raad ontbind word of ingeval die Raad gedurende 'n tydperk waarin hierdie Ooreenkoms bindend is, ophou om te funksioneer ingevolge artikel 34 (2) van die Wet, moet die lede en plaasvervangers van die Raad op die datum waarop die Raad ontbind word of ophou om te funksioneer, geag word lede en plaasvervangers van sodanige Raad te wees vir die doel van die administrasie van die Fonds en moet hulle voortgaan om die Fonds te administreer. Met dien verstande egter dat alle vakatures in sodanige Raad deur die Registrateur gevul moet word uit die geledere van die werkgewers of werknemers in die Drank- en Spyseniersbedryf, Durban, ten einde gelyke lidmaatskap in sodanige Raad te verseker. Indien die Raad nie in staat is nie of onwillig is om sy pligte uit te voer of 'n dooie punt daaruit voortspruit wat die administrasie van die Fonds van verteenwoordigers en plaasvervangers van werkgewers en werknemers na die Registrateur se mening, onprakties of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van sodanige Raad vir daardie doel uit te voer. Indien daar by die verstryking van hierdie Ooreenkoms nie 'n Raad bestaan nie, moet die Fonds gelikwedeer word op die wyse in subklousule (3) van hierdie klousule bepaal en indien die sake van die Raad by sodanige verstryking reeds afgehandel en sy bates verdeel is, moet die saldo van die Aanvullende Rekening van die Fonds ooreenkomstig artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitmaak.

(3) By die likwidering van die Fonds ooreenkomstig subklousule (1) hiervan, moet die geld wat die Fonds nog te goed het nadat alle eise, met inbegrip van die administrasie- en likwidasiuitgawes, betaal is, in die algemene fondse van die Raad gestort word.

13. AGENTE

Die Raad kan een of meer aangewese persone as agente aanstel om te help met die uitvoering van hierdie Ooreenkoms, en dit is die plig van elke werkgewer en werknemer om sodanige agent toe te laat om dié persele binne te gaan, dié navrae te doen, dié boeke of dokumente te ondersoek en om dié persone te ondervra wat vir hierdie doel nodig is.

14. VRYSTELLINGS

Die Raad kan vrystelling van die bepalings van hierdie Ooreenkoms verleen op dié voorwaardes wat hy vasstel.

15. VERTONING VAN OOREENKOMS

Elke werkgewer binne die regsgebied van die Raad moet 'n eksemplaar van hierdie Ooreenkoms opgeplak hou op 'n opvallende plek op sy perseel wat vir die lede van die Fonds toeganklik is.

Op hede die 20ste dag van April 1978 in Durban onderteken.

M. F. A. RECK, Voorsitter van die Raad.

A. C. REDDY, Ondervoorsitter van die Raad.

J. A. WILLEMSE, Sekretaris van die Raad.

(2) In the event of the dissolution of the Council or in the event of its ceasing to function in terms of section 34 (2) of the Act during any period in which this Agreement is binding the members and alternates of the Council at the date on which the Council ceases to function or is dissolved shall be deemed to be members and alternates of such Council for the purpose of administration of the Fund and shall continue to administer the Fund: Provided, however, that any vacancies occurring on such Council shall be filled by the Registrar from employers or employees in the Liquor and Catering Trade, Durban, to ensure an equality of employer and employee representatives and alternates in the membership of such Council. In the event of the Council being unable or unwilling to discharge its duties or a deadlock arising therefrom which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of such Council for that purpose. If there is no Council in existence upon the expiry of this Agreement the Fund shall be liquidated in the manner set forth in subclause (3) of this clause and if upon such expiry the affairs of the Council have already been wound up and its assets distributed, the balance of the Supplementary Account under the Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

(3) Upon liquidation of the Fund in terms of subclause (1) hereof, the moneys remaining to the credit of the Fund after payment of all claims, including administration and liquidation expenses, shall be paid into the general funds of the Council.

13. AGENTS

The Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement and it shall be the duty of every employer and employee to permit such agent to enter such premises, institute enquiries, examine any books or documents and to interrogate such persons as may be necessary for this purpose.

14. EXEMPTIONS

The Council may grant such exemptions from the terms of this Agreement on such terms and conditions as they may determine.

15. EXHIBITION OF AGREEMENT

Every employer within the area of jurisdiction of the Council shall keep affixed in some conspicuous place upon his premises a copy of this Agreement so as to be accessible to members of the Fund.

Signed at Durban this 20th day of April 1978.

M. F. A. RECK, Chairman of the Council.

A. C. REDDY, Vice-Chairman of the Council.

J. A. WILLEMSE, Secretary of the Council.

AANHANGSEL A

BYDRAESKAAL EN SKAAL VAN LEWENSVERSEKERINGSVOORDEEL

Graad	Maandelikse bydraeloon	Werkgewer se maandelikse bydrae	Lid se maandelikse bydrae	Geraamde lewensversekeringsvoordeel vir bydraende lid
		R	R	R
1	R 1 tot en met R 24,99.....	0,35	0,35	168
2	R 25 tot en met R 39,99.....	0,85	0,85	408
3	R 40 tot en met R 59,99.....	1,25	1,25	600
4	R 60 tot en met R 79,99.....	1,75	1,75	840
5	R 80 tot en met R 99,99.....	2,25	2,25	1 080
6	R100 tot en met R119,99.....	2,75	2,75	1 320
7	R120 tot en met R139,99.....	3,25	3,25	1 560
8	R140 tot en met R159,99.....	3,75	3,75	1 890
9	R160 tot en met R179,99.....	4,25	4,25	2 040
10	R180 tot en met R199,99.....	4,75	4,75	2 280
11	R200 tot en met R219,99.....	5,25	5,25	2 520
12	R220 tot en met R239,99.....	5,75	5,75	2 760
13	R240 tot en met R259,99.....	6,25	6,25	3 000
14	R260 tot en met R279,99.....	6,75	6,75	3 240
15	R280 tot en met R299,99.....	7,25	7,25	3 480
16	R300 tot en met R319,99.....	7,75	7,75	3 720
17	R320 tot en met R339,99.....	8,25	8,25	3 960
18	R340 tot en met R359,99.....	8,75	8,75	4 200

Daarna word die maandelikse bydrae van die lid sowel as dié van die werkgewer met 50c en die lewensversekeringsvoordeel met R240 verhoog vir elke R20 waarmee die maandelikse bydraeloon bo R359,99 verhoog word.

AANHANGSEL B

MOET INGEVUL WORD DEUR LEDE EN/OF PERSONE WAT VIR LIDMAATSKAP VAN DIE FONDS IN AANMERKING KOM

Slegs vir Kantoorgebruik
Voorsorgfondsnommer.....

Naam (soos per Identiteitsdokument).....
 Ras..... Geslag..... Identiteitsnommer.....
 Ook bekend as..... Geboortedatum.....
 Woonadres.....
 Huidige werkgewer..... Sedert.....
 Beroep..... Vorige werkgewer.....
 Datum van diensbeëindiging by vorige werkgewer..... Huwelikstaat.....
 Lid se handtekening.....
 Datum.....

AANHANGSEL C

LIDMAATSKAPKAART VAN VOORSORGFONDS

Voorsorgfondsnommer..... Identiteitsnommer.....
 Naam.....
 Woonadres.....
 Benoemde bevooroordeelde.....
 Datum..... Sekretaris van die Raad.....
 Diensbesonderhede.....

Bedryfsinrigting	Aanvangsdatum	Datum waarop bedryfs- inrigting verlaat is	Bedrag van laaste premiumbetaling

AANHANGSEL D

Besonderhede van persone gedurende die maand in diens geneem:

1. Werknemer se volle naam (soos per Identiteitsdokument).
2. Identiteitsnommer.
3. Geboortedatum of ouderdom by benadering.
4. Ras.
5. Geslag.
6. Beroep.
7. Maandelikse salaris.
8. Naam van vorige werkgewer en datum waarop diens daar beëindig is.
9. Voorsorgfondsnommer (as daar een is).

AANHANGSEL E
BENOEMING VAN BEVOORDEELDESlegs vir Kantoorgebruik
Voorsorgfondsnommer.....

Handtekening namens die Fonds

Hierby benoem ek ondergenoemde persoon aan wie die betaling van die sterftevoordeel ingevolge die Reëls van die Fonds moet geskied ingeval ek te sterwe kom voor die gewone aftreedatum.

1. Volle naam van benoemde.....
2. Benoemde se adres.....
3. Verwantskap van benoemde (as daar is) met lid.....
 - * (a) Vrou.
 - * (b) Kind/Kinders (met inbegrip van aangenome kinders) onder die ouderdom van 21 jaar wat ten volle of gedeeltelik van my afhanklik is en wat by my inwoon.
 - * (c) Wat ten volle of gedeeltelik van my afhanklik is en wat by my inwoon.
 - * (d) Wat nie van my afhanklik is vir geldelike ondersteuning nie.
 - * Skrap indien nie van toepassing nie.

Opmerking.—As item 3 (d) van toepassing is, moet die Verklaring hieronder ingevul word.

4. Naam van voog, as benoemde onder 21 jaar is.....

Hierby word alle vorige benoemings gekanselleer en ek begryp dat ek my benoeming met die Raad se toestemming kan herroep of wysig.

Lid se handtekening..... Datum.....

[MOET INGEVUL WORD SLEGS AS 3 (d) VAN TOEPASSING IS]

VERKLARING

Ek verklaar dat niemand van my afhanklik is vir geldelike ondersteuning nie.

Plek..... Datum..... Lid se handtekening.....

In my teenwoordigheid geteken.....

Kommissaris van Ede

ANNEXURE A
SCALE OF CONTRIBUTIONS AND LIFE ASSURANCE BENEFIT

Grade	Monthly contribution wage	Employer's monthly contributions	Member's monthly contribution	Estimated life assurance benefit for contributing member
		R	R	R
1	R 1 to R 24,99 inclusive.....	0,35	0,35	168
2	R 25 to R 39,99 inclusive.....	0,85	0,85	408
3	R 40 to R 59,99 inclusive.....	1,25	1,25	600
4	R 60 to R 79,99 inclusive.....	1,75	1,75	840
5	R 80 to R 99,99 inclusive.....	2,25	2,25	1 080
6	R100 to R119,99 inclusive.....	2,75	2,75	1 320
7	R120 to R139,99 inclusive.....	3,25	3,25	1 560
8	R140 to R159,99 inclusive.....	3,75	3,75	1 800
9	R160 to R179,99 inclusive.....	4,25	4,25	2 040
10	R180 to R199,99 inclusive.....	4,75	4,75	2 280
11	R200 to R219,99 inclusive.....	5,25	5,25	2 520
12	R220 to R239,99 inclusive.....	5,75	5,75	2 760
13	R240 to R259,99 inclusive.....	6,25	6,25	3 000
14	R260 to R279,99 inclusive.....	6,75	6,75	3 240
15	R280 to R299,99 inclusive.....	7,25	7,25	3 480
16	R300 to R319,99 inclusive.....	7,75	7,75	3 720
17	R320 to R339,99 inclusive.....	8,25	8,25	3 960
18	R340 to R359,99 inclusive.....	8,75	8,75	4 200

Thereafter for each R20 by which the monthly contribution wage is increased above R359,99, the member's as well as the employer's monthly contribution shall be increased by 50c and the life assurance benefits by R240.

ANNEXURE B
TO BE COMPLETED BY MEMBERS AND/OR PERSONS ELIGIBLE FOR MEMBERSHIP OF THE FUND

For Office use only

Provident Fund No.....

Name (as per Identity Document).....
 Race..... Sex..... Identity number.....
 Also known as..... Date of birth.....
 Home address.....
 Present employer..... Since.....
 Occupation..... Previous employer.....
 Date left previous employer..... Marital status.....
 Signature of member.....
 Date.....

ANNEXURE C
PROVIDENT FUND MEMBERSHIP CARD

Provident Fund No..... Identity Number.....
 Name.....
 Home address.....
 Nominated beneficiary.....
 Date..... Secretary of Council.....
 Employment details

Establishment	Commencement date	Date of leaving establishment	Amount of last premium payment

ANNEXURE D

Particulars of persons engaged during the month:

1. Full name of employee (as per Identity Document).
2. Identity number.
3. Date of birth or approximate age.
4. Race.
5. Sex.
6. Occupation.
7. Monthly salary.
8. Name of previous employer and date of termination of employment.
9. Provident Fund number (if any).

ANNEXURE E
NOMINATION OF BENEFICIARY

For Office use only

Provident Fund No.

Signature on behalf of Fund

I hereby nominate the undermentioned as the person to whom the payment of the death benefit under the Rules of the Fund, is to be made in the event of my death before normal retiring date.

1. Full name of nominee.....
2. Address of nominee.....
3. Relationship of nominee (if any) to member:

- * (a) Wife.
- * (b) Child/Children (including adopted) under 21 years of age wholly or partly dependent on and residing with me.
- * (c) Wholly or partly dependent on and residing with me.
- * (d) Not dependent on me for financial support.
- * Delete if not applicable.

Note.—If Item 3 (d) applies, then the Declaration below must be completed.

4. Name of guardian, if nominee under 21 years of age.....

This cancels all previous nominations and I understand that my nomination can, with the consent of the Council, be revoked, or altered, by me.

Signature of member..... Date.....

[TO BE COMPLETED ONLY IF 3 (d) APPLIES]

DECLARATION

I declare that no person is dependent on me for financial support.

Place.....

Date.....

Signature of member.....

Signed before me.....
Commissioner of Oaths

BOTHALIA

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