



REPUBLIC
OF
SOUTH AFRICA



REPUBLIEK
VAN
SUID-AFRIKA

Government Gazette Staatskoerant

Regulation Gazette **No. 6064** **Regulasiekoerant**

Vol. 390

PRETORIA, 24 DECEMBER 1997

No. 18562

PROCLAMATION

by the

President of the Republic of South Africa

No. R. 91, 1997

COMMENCEMENT OF THE AVIATION LAWS AMENDMENT ACT, 1997

In terms of section 7 of the Aviation Laws Amendment Act, 1997 (Act No. 82 of 1997), I hereby determine **1 January 1998** as the date on which the said Act shall come into operation.

Given under my Hand and the Seal of the Republic of South Africa at Pretoria this Eleventh day of December, One thousand Nine hundred and Ninety-seven.

N. R. MANDELA

President

By Order of the President-in Cabinet:

S. R. MAHARAJ

Minister of the Cabinet

PROKLAMASIE*van die**President van die Republiek van Suid-Afrika***No. R. 91, 1997****INWERKINGTREDING VAN DIE WYSIGINGSWET OP LUGVAARTWETGEWING, 1997**

Kragtens artikel 7 van die Wysigingswet op Lugvaartwetgewing, 1997 (Wet No. 82 van 1997), bepaal ek hierby **1 Januarie 1998** as die datum waarop genoemde Wet in werking tree.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Pretoria, op hede die Elfde dag van Desember Eenduisend Negehoonderd Sewe-en-negentig.

N. R. MANDELA**President**

Op las van die President-in-Kabinet:

S. R. MAHARAJ**Minister van die Kabinet**

GOVERNMENT NOTICES
GOEWERMENSKENNISGEWINGS

DEPARTMENT OF LABOUR
DEPARTEMENT VAN ARBEID

No. R. 1734**24 December 1997**

LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY (KWAZULU-NATAL): AMENDMENT OF PROVIDENT FUND, SICK BENEFIT SOCIETY AND MORTALITY BENEFIT ASSOCIATION AGREEMENT

I, Tito Titus Mboweni, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 10 May 1998, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 10 May 1998, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

T. T. MBOWENI**Minister of Labour****SCHEDULE**

**INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, KWAZULU-NATAL:
PROVIDENT FUND, SICK BENEFIT SOCIETY AND MORTALITY ASSOCIATION AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

KwaZulu-Natal Furniture Manufacturers' Association

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

National Union of Furniture and Allied Workers of South Africa

(hereinafter referred to as the "employees" or the "trade union"), of the other part,

being the parties to the Industrial Council for the Furniture Manufacturing Industry, KwaZulu-Natal.

to amend the Agreement published under Government Notice No. R. 1573 of 25 July 1986, as amended, extended are re-enacted by Government Notices Nos. R. 1471 of 10 July 1987, R. 2625 of 23 December 1988, R. 392 of 23 February 1990, R. 2201 of 14 September 1990, R. 138 of 25 January 1991, R. 1689 of 19 June 1992 and R. 1044 of 21 July 1995.

CHAPTER I**1. SCOPE OF APPLICATION OF AGREEMENT**

- (1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry, Natal—
- (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union who are engaged or employed in the Furniture Manufacturing Industry;
 - (b) in Area A which consists of the Magisterial Districts of Chatsworth, Durban, Inanda, Pietermaritzburg, Pinetown and Mount Currie;
 - (c) in Area B which consists of the Magisterial Districts of Greytown, Lions River, Port Shepstone, Richmond, Lower Tugela and Umzinto and the municipal areas of Estcourt, Ladysmith and Newcastle;
 - (d) in Area C which consists of the remainder of the Province of Natal.
- (2) Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall—
- (a) only apply in respect of employees for whom minimum wages are prescribed in the Main Agreement and to working employers as defined in the Main Agreement;
 - (b) apply to apprentices in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contracts entered into or any conditions fixed thereunder;
 - (c) not apply to any employee or working employer who at the date of coming into operation of this Agreement is, or thereafter becomes, a participant in and member of any other fund providing pension and/or provident benefits, which is in existence on the said date and in which the employer of that employee is on the said date a participant, or to the employer of such employee, during such period only as such other fund continues to operate and both employer and employee are participants therein, if in the opinion of the Council the benefits which such other fund provides are on the whole not less favourable than the benefits provided by the Council's fund;
 - (d) not apply to an employer who carries on not more than one business within the scope of application of this Agreement and who employs less than five employees at all times in or in connection with such business: Provided that working employers shall be regarded as employees for the purpose of establishing the number of employees in such business: Provided further that an employer who is excluded by virtue of this paragraph and his employees may elect to participate in the funds provided for on a voluntary basis.

CHAPTER II**2. CLAUSE 8: TRANSFER OF BENEFITS**

Insert the following new clause:

"CLAUSE 8: TRANSFER OF BENEFITS

Where a member who has left the Industry in KwaZulu-Natal and takes up employment in the area of jurisdiction of another Bargaining Council and such Bargaining Council administers an approved Provident Fund Scheme, the rules of which in its Benefit Funds Agreement provide for the acceptance of a transfer of benefits, such member may exercise the option of having the total of employee and employer contributions standing to his credit as at date of departure from the Industry transferred to his credit in the Provident Fund of such other Bargaining Council after 12 consecutive months of leaving the Industry and the provisions of clauses 3 (2) and 5 shall not apply."

CHAPTER IV**3. CLAUSE 4: CONTRIBUTIONS**

Replace the expression "40c per week" by "60c per week".

Signed at Durban on this 15th day of September 1997.

J. S. OLIVIER

Chairman

J. COFFIN-GREY

Acting Vice-Chairman

G. MOONSAMY

Vice-Chairman

G. J. P. BLIGNAUT

Secretary

No. R. 1734

24 Desember 1997

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELNYWERHEID (KWAZULU-NATAL): WYSIGING VAN VOORSORGFONDS, SIEKTEBYSTANDGENOOTSAP- EN STERFTEBYSTANDSVERENIGINGSOOREENKOMS

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 10 Mei 1998 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 10 Mei 1998 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 Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

T. T. MBOWENI

Minister van Arbeid

BYLAE**NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID, KWAZULU-NATAL: VOORSORGFONDS, SIEKTE-BYSTANDGENOOTSAP- EN STERFTEBYSTANDSVERENIGINGSOOREENKOMS**

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

KwaZulu-Natal Furniture Manufacturers' Association

(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

National Union of Furniture and Allied Workers of South Africa

(hierna die "werknemers" of die "vakvereniging" genoem), aan die anderkant, wat die partye is by die Nywerheidsraad vir die Meubelnywerheid, KwaZulu-Natal,

tot wysiging van die Ooreenkoms gepubliseer by Goewermenskennisgewing No. R. 1573 van 25 Julie 1986, soos gewysig, en verleng by Goewermenskennisgewing Nos. R. 1471 van 10 Julie 1987, R. 2625 van 23 Desember 1988, R. 392 van 23 Februarie 1990, R. 2201 van 14 September 1990, R. 138 van 25 Januarie 1991, R. 1689 van 9 Junie 1992, en R. 1044 van 1 Julie 1995.

HOOFSTUK I**1. TOEPASSINGSBESTEK VAN OOREENKOMS**

- (1) Hierdie Ooreenkoms moet in die Meubelnywerheid, Natal, nagekom word—

- (a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is en wat onderskeidelik by die Nywerheid betrokke of daarin werksaam is;
- (b) in Gebied A wat bestaan uit die landdrosdistrikte Chatsworth, Durban, Inanda, Pietermaritzburg, Pinetown en Mount Currie;
- (c) in Gebied B wat bestaan uit die landdrosdistrikte Greytown, Lionsrivier, Port Shepstone, Richmond, Lower Tugela en Umzinto en die munisipale gebiede van Estcourt, Ladysmith en Newcastle; en
- (d) in Gebied C wat bestaan uit die oorblywende gedeelte van die provinsie Natal.

- (2) Ondanks subklousule (1) is hierdie Ooreenkoms—

- (a) slegs van toepassing op werknemers vir wie minimum lone in die Hofooreenkoms voorgeskryf word en op werkende werkgewers;
- (b) van toepassing op vakleerlinge vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of kontrakte aangegaan of voorwaardes vasgestel ingevolge genoemde Wet nie;
- (c) nie van toepassing nie op 'n werknemer of werkende werkgewer wat op die datum van inwerkingtreding van hierdie Ooreenkoms 'n deelnemer in of lid is of daarna word van 'n ander fonds wat pensioen- en/of bystandvoordele verskaf en wat op genoemde datum bestaan en waarin die werkgewer van daardie werknemer op genoemde datum 'n deelnemer is, of op die werkgewer van sodanige werknemer, slegs gedurende dié tydperk waarin sodanige ander fonds voortbestaan en beide werkgewer en werknemer deelnemers daarin is, indien die voordele wat sodanige ander fonds verskaf na die mening van die Raad oor die algemeen nie minder gunstig is as die voordele wat deur die Raad se fonds verskaf word nie;

- (d) nie van toepassing nie op 'n werkgewer wat hoogstens een besigheid binne die toepassingsbestek van hierdie Ooreenkoms bedryf en wat ten alle tye minder as vyf werknemers in of in verband met sodanige besigheid in diens het: Met dien verstande dat werkende werkgewers as werknemers beskou moet word vir die doel om die getal werknemers in sodanige besigheid vas te stel: Voorts met dien verstande dat 'n werkgewer wat uitgesluit is ingevolge hierdie paragraaf en sy werknemers kan verkies om op 'n vrywillige grondslag deelname te hê in die fondse waarvoor daar voorsiening gemaak word.

HOOFSTUK II

2. KLOUSULE 8: OORDRAG VAN BYSTAND

Voeg die volgende nuwe klousule in:

"KLOUSULE 8: OORDRAG VAN BYSTAND

Wanneer 'n lid die Nywerheid in KwaZulu-Natal verlaat het en werk aanvaar in die gebiedsbestek van 'n ander Bedingsraad en sodanige bedingsraad 'n goedgekeurde voorsorgfonds administreer, die reëls waarvan voorsiening maak vir die aanvaarding van 'n oordrag van bystand, mag sodanige lid die opsie uitvoer om die totaal van die werknemer en werkgewer bydraes wat tot sy krediet staan op datum van verlating van die Nywerheid, te laat oordra tot sy krediet in die voorsorgfonds van sodanige ander bedingsraad 12 agtereenvolgende maande sedert hy die Nywerheid verlaat het en die bepalinge van klousules 3 (2) en 5 sal nie van toepassing wees nie."

HOOFSTUK IV

3. KLOUSULE 4: BYDRAES

Vervang die uitdrukking "40c per week" deur die uitdrukking "60c per week".

Gedateer te Durban die 15de dag van September 1997.

J. S. OLIVIER

Voorsitter

J. COFFIN-GREY

Waarnemende Vice-Voorsitter

G. MOONSAMY

Vice-Voorsitter

G. J. P. BLIGNAUT

Sekretaris

No. R. 1741

24 December 1997

LABOUR RELATIONS ACT, 1956

LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA: AMENDMENT OF AGREEMENT FOR THE TANNING SECTION

I, Tito Titus Mboweni, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 10 May 1998, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a), 2, 8 and 9, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 10 May 1998, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

T. T. MBOWENI

Minister of Labour

SCHEDULE**NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA TANNING SECTION****AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

(a) South African Tanning Employer's Organisation

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

(b) Southern African Clothing and Textile Workers' Union

and

(c) The National Union of Leather Workers

(hereinafter referred to as the "employees" or the "trade unions"), of the other part,

being the parties to the National Industrial Council of the Leather Industry of South Africa,

to amend the Agreement for the Tanning Section published under Government Notice No. R. 1800 of 3 September 1982, as amended, renewed and re-enacted by Government Notices Nos. R. 2318 and R. 2319 of 21 October 1983, R. 1705 and R. 1706 of 10 August 1984, R. 1870 and R. 1871 of 23 August 1985, R. 1349 of 27 June 1986, R. 2054 and R. 2055 of 26 September 1986, R. 1990 of 11 September 1987, R. 2608 of 20 November 1987, R. 380 of 4 March 1988, R. 1620 of 12 August 1988, R. 2313 of 18 November 1988, R. 159 and R. 160 of 26 January 1990, R. 1555 of 6 July 1990, R. 2871 of 7 December 1990, R. 1000 and R. 1001 of 3 April 1992, R. 3033 of 30 October 1992, R. 3409 of 24 December 1992, R. 2105 and R. 2106 of 5 November 1993, R. 1995 of 25 November 1994, R. 219 of 17 February 1995, R. 97 of 26 January 1996, R. 1044 of 28 June 1996 and R. 1833 of 8 November 1996.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Tanning Section of the Leather Industry—

- (a) by all employers who are members of the employers' organisations and by all employees who are members of the trade unions, and who are respectively engaged and employed in the Tanning Section; and
- (b) in the Magisterial Districts of The Cape, Bellville, Wynberg, Paarl, Stellenbosch, excluding that portion of the Magisterial District of Stellenbosch which, prior to the publication of Government Notice No. 1683 of 7 August 1987, fell within the Magisterial District of Kuils River, Oudtshoorn, Wellington, Mossel Bay, George, Uitenhage, Kirkwood, Port Elizabeth, King William's Town, Durban, including that portion of the Magisterial District of Chatsworth which, prior to the publication of Government Notice No. 501 of 8 March 1985, fell within the Magisterial District of Durban, but excluding those portions of the Magisterial District of Durban which, prior to the publication of Government Notices Nos. 1939 and 2067 of 10 September 1982 and 1 October 1982, respectively, fell within the Magisterial District of Inanda, Pietermaritzburg, Barberton, Pretoria, Johannesburg, Krugersdorp, Heidelberg (Tvl), Brits, White River, Witbank, Nigel, Germiston and Bloemfontein, on the operations set forth in paragraph (2) (a) of the definition "Leather Industry"; and in the Magisterial Districts of Bellville, including those portions of the Magisterial District of Bellville which, subsequent to the publication of Government Notice No. 1683 of 7 August 1987, fell within the Magisterial Districts of Goodwood and Kuils River, Oudtshoorn, Wellington, George, Uitenhage, Port Elizabeth, King William's Town and Pietermaritzburg, with effect from 1 May 1986 on the operations set forth in paragraph (2) (b) of the definition "Leather Industry".

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only to employees for whom hourly rates are prescribed and to the employers of such employees.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of section 48 (1) of the Act and shall remain in force for the period ending 10 May 1998 or for such period as may be determined by him.

3. CLAUSE I: DEFINITIONS

(1) Substitute the following for the definition of "employee engaged on day work":

"**'employee engaged on day work'** means an employee, including a daywatchman, who is required or permitted to work on such basis that the majority of his ordinary hours of work fall between the hours of 06:00 and 18:00;"

(2) Substitute the following for the definition of "employee engaged on night work":

"**'employee engaged on night work'** means an employee other than a nightwatchman, who is required or permitted to work on such a basis that the majority of his ordinary hours of work fall between the hours of 18:00 and 06:00;"

(3) Insert the following new definition after the definition of "motor vehicle":

"**'Night allowance'** means the allowance payable to an employee engaged in night work based on an ordinary 42-hour working week;"

- (4) Insert the following new definition after the definition of "Secretary of the Council":
 " 'shift allowance' means the allowance payable to employees engaged on shift work of less than 42 ordinary working hours per week;".
- (5) Substitute the following for the definition of "weekly wage".
 " 'weekly wage' means the hourly rate payable to employees in terms of clause 4 (1) (a) in respect of the ordinary hours of work as prescribed in clause 5;".

4. CLAUSE 4: WAGES AND RATES

- (1) Substitute the following for subclause (1) (b):
 "(b) Except in the case of a nightwatchman, the remuneration laid down in this clause shall be payable for a working week of 42 ordinary hours: Provided that in the case of a nightwatchman, the remuneration shall be payable for a working week of 60 ordinary hours and in the case of an employee engaged on night work, remuneration shall be payable for a working week of 42 ordinary hours plus 10% calculated on the hourly rate: Provided further that the remuneration payable in respect of shift work based on ordinary hours of less than 42 ordinary hours per week shall be calculated as follows:
 When the majority of the employee's ordinary hours fall within the period between the hours of 06:00 and 14:00, then in that event, the employee shall be paid at his hourly rate together with a shift allowance of 8% calculated on the hourly rate.
 Where the majority of employee's ordinary hours fall within the period between the hours of 14:00 and 22:00, then in that event, the employee shall be paid at his hourly rate together with a shift allowance of 12% calculated on the hourly rate.
 Where the majority of employee's ordinary hours fall within the period between the hours of 22:00 and 06:00, then in that event, the employee shall be paid at his hourly rate together with a shift allowance of 14% calculated on the hourly rate: Provided further that the working week shall not end earlier than on Wednesday in a calendar week."
- (2) Substitute the following for subclause (3) (c):
 (c) contributions and levies in terms of clause 9 of this Agreement."
- (3) Substitute the following for subclause (6):
 "(6) Nothing in this Agreement shall operate to reduce any time wage at present being paid which is more favourable to an employee than that laid down in this Agreement for such employee while he remains in the service of the same employer."

WAGES AND WAGE RATES

	Rate Per hour R
A. Grade A:	
(a) Operators of splitting machines, which shall include the setting and adjustments to such machines and the splitting either in the lime or tanned conditions or both.....	13,22
(i) Learners, according to experience:	
First six months	80% of the prescribed wage
Second six months	90% of the prescribed wage
Thereafter	The prescribed wage
(ii) In every tannery in which a splitting machine is installed there shall be employed at least one splitter at the full rate under A (a) above.	
(b) Operators of shaving and whitening machines	11,79
Learners, according to experience:	
First six months	80% of the prescribed wage
Second six months	90% of the prescribed wage
Thereafter	The prescribed wage
B. Grade B:	
(a) Employees other than those specified in (b):	
(i) Employed as first-grade tablehands, i.e. hand buffers and whiteners, hand shavers, hand sprayers and employees employed on rounding.	10,41
Note: 'Rounding' is the cutting up of untanned hide into bends, bellies, shoulders or backs, but does not include cutting a hide into two sides.	

	Rate Per hour R
(ii) Employed as operators of fleshing, unhairing, staking and buffing machines	9,95
(iii) Employed as operators of glazing, all types of measuring, sole substance measuring, sole rolling, hydraulic press, sammying, setting, bark milling, scudding, seasoning, oiling, washing, brushing, spraying, padding, curtain coating, dust removal, oscillating knife, necking and wrinkle setting machines, and employees employed as tablehands (other than first grade) who are using currier's tools or improvised currier's tools on any class of leather and who are using these aforementioned tools on pasting plants or vacuum drying plants, employees engaged on repairing defects in leather, mixing and matching of pigment finish colours, matching dyes, square cutting, sueding by brush and/or emery paper, assisting a splitter in feeding into the front of a splitting machine, operating a mobile hoist truck of the type which requires the driver to be on the vehicle, and employees employed in blackening, greasing, staining, pigmenting and seasoning leather by hand (brush or pad) and as lime yard hand fleshers	9,67
(b) Learners employed on operations as specified in paragraph (a) (i), (ii) and (iii) above:	
According to experience:	
First six months	80% of the prescribed wage
Second six months	90% of the prescribed wage
Thereafter if employed under—	
(a) (i)	The prescribed wage
(a) (ii)	The prescribed wage
(a) (iii)	The prescribed wage

Ratio: Not more than one learner receiving less than the full rate prescribed for his occupation may be employed to every three or part of three employees on semiskilled operations receiving the full rate.

"Part of three" shall mean a remainder of not less than one after the total number of employees receiving full rates been divided by three.

C. Grade C:

(a) Employees—

- | | |
|---|------|
| (i) employed on scudding, cobbing, tacking, toggling and trimming, hides and skins, drum operators, and trimming, breaking and/or fleshing skins with wool or hair | 8,81 |
| (ii) Grade I: All employees who are mainly employed in the physical handling of hides and/or skins in the lime yard and tan yard up to and including sammying, and all employees who are wholly or mainly employed in the physical handling of hides and/or skins in the day yard | 8,81 |
| (iii) Grade II: All employees who are mainly employed in the physical handling of raw hides and/or skins in the hide store and leather in all other departments not specified as Grade I; all employees involved in the maintenance of machines and equipment, including general workers whose occupation is specified under the definition of 'general worker' in clause I of this Agreement | 8,81 |
| (iv) employed on batch stamping of raw hides and skins | 8,93 |

Note: All rates prescribed in (i) above are inclusive of a 'dirt allowance' at the rate of 25c per week awarded by the arbitrator in 1945.

D. Wool-skin processing machines and operations not elsewhere specified:

- | | |
|--|------|
| (a) Ironing and/or shearing and/or combing | 9,10 |
| (b) Carding | 9,10 |
| (c) Stitching by machine | 9,28 |
| (d) Cutting of patterns | 8,93 |

	Rate Per hour R
E. Welting, randing and lace-cutting departments:	
(a) Operator or splitting, skiving, cutting, grooving and bevelling machines	9,28
(b) All other operators	8,81
F. (a) Storeman and/or warehousemen, despatch clerks	9,28
(b) Assistant storemen and/or assistant warehousemen	9,10
G. Motor vehicle drivers—	
employed on vehicle of a payload of up to and including 2 722 kg	9,54
employed on vehicle of a payload over 2 722 kg but not exceeding 4 536 kg	10,25
employed on vehicle of a payload of over 4 536 kg	11,16
H. Boiler attendants	8,93
I. Nightwatchmen	6,47
J. Daywatchmen	8,93
K. Handymen	9,10
L. (a) Operations relating to the production of upholstery leather not elsewhere specified:	
(i) Marking and/or pattern placing	11,24
(ii) Cutting to patterns	10,41
(iii) Piece marking	8,93
(b) Learners employed on operations in (a) (i) above:	
First six months of experience	80% of the prescribed wage
Second six months of experience	90% of the prescribed wage
(c) Learners employed in the operation referred to in (a) (ii) above:	
First six months of experience	80% of the prescribed wage
Second six months of experience	90% of the prescribed wage".
(4) In subclause (9) (a), substitute the expression "29 May 1997" for the expression "19 July 1996".	

5. CLAUSE 5: HOURS OF WORK

(1) Substitute the following for subclause (1):

"(1) Save as is otherwise provided in this Agreement, no employer shall require or permit an employee, other than one exclusively employed as a nightwachman—

- (a) to work for more than 42 ordinary hours, excluding meal times, in any one week; or
- (b) to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour: Provided that—
 - (i) an employer may, by mutual arrangement with not less than 75 per cent of his employees, reduce the period of such meal interval to not less than half an hour; in the event of such arrangement being agreed, the employer shall notify the District Committee for his area of such reduction of the meal interval;
 - (ii) periods of work interrupted by intervals of less than one hour, except when proviso (i) applies, shall be deemed to be continuous;
 - (iii) if such interval is longer than one hour, any period in excess of one and one-quarter hours shall be deemed to be time worked;
 - (iv) when on any day by reason of overtime work an employer is required to give an employee a second meal interval, such interval may, at the request of the employee, be reduced to 15 minutes, so long as the total period worked by the employee after the first meal interval of the day does not exceed seven hours, and such second interval may be deemed not to be part of the ordinary hours of work or overtime."

(2) Substitute the following for subclause (4):

"(4) Notwithstanding the provisions of subclause (1) (a), the hours of work of an employee engaged on shift work in an establishment in which two or more shifts are worked, shall not exceed 38 ordinary hours in any one week."

(3) Substitute the following for subclause (6):

"(6) The starting and finishing times and variation of such times in each section or department shall be subject to the fluctuations of operational requirements in the work place, and shift structures in respect of the ordinary hours of work shall be determined at plant level between the respective employer and employees in the section or departments concerned."

6. CLAUSE 9: COUNCIL FUNDS

Substitute the following for clause 9:

"9. CONTRIBUTIONS TO AND LEVIES FOR FUNDS

For the purposes of determining contributions and levies in terms of Council Fund Agreements, all calculations in terms thereof shall be based on the employee's basic hourly wage rate multiplied by 42 hours."

7. CLAUSE 14: PRODUCTIVITY/INCENTIVE BONUS SCHEMES AND PIECEWORK

Substitute the following for subclause (3):

"(3) A copy of the signed agreement shall be forwarded to the General Secretary of the Council for record purposes."

8. CLAUSE 18: TRADE UNION REPRESENTATIVE ON THE COUNCIL

Substitute the following for clause 18:

"Employers shall give to any of their employees who are representatives on the Council, Executive Committee or any District Committee, every facility to attend their duties in connection with the work of such bodies."

9. CLAUSE 23: EMPLOYMENT OF MEMBERS OF TRADE UNIONS

(1) Substitute the following for subclause (2):

"(2) The members of the trade unions in each establishment shall have the right to appoint one or more shop stewards and/or a shop committee from amongst themselves, in accordance with the appointment of shop stewards and shop committees in section 14 (2) of the Labour Relations Act, 1995 (Act No. 66 of 1995), and the employer concerned shall accord full recognition to such shop stewards and shop committee and provide reasonable facilities for meetings thereof and consultations therewith on matters relating to disagreement and to the working conditions of the employees generally."

(2) Substitute the following for subclause (4):

"(4) In the event of a shop steward who has been elected at plant level being selected by his trade union to attend a training course or Council meeting, such shop steward shall be granted paid leave of absence for a period not exceeding six working days plus two days unpaid leave in any 12-month period:

Provided that, as required, shop stewards at a plant may pool their leave entitlement in terms hereof, the aggregate of which would be available for use by any one or more number of shop stewards:

Provided further that, in the event of a shop steward vacating his office for any reason, and being replaced by another shop steward, such newly-appointed shop steward shall be entitled to the balance of the period of leave of absence which the previous shop steward has not taken."

(3) Delete subclause (5).

Signed at Port Elizabeth, on behalf of the parties, this 12th day of September 1997.

W. KOTZE

Member of the Council

C. HARTLEY

Member of the Council

K. PERUMAL

Member of the Council

L. M. VAN LOGGERENBERG

General Secretary of the Council

No. R. 1741

24 Desember 1997

WET OP ARBEIDSVERHOUDINGE, 1956

LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA: WYSIGING VAN OOREENKOMS VIR DIE LOOISEKSIE

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 10 Mei 1998 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 8 en 9, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 10 Mei 1998 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 Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

T. T. MBOWENI

Minister van Arbeid

BYLAE

NASIONALE NYWERHEIDSRAAD VIR DIE LEERNYWERHEID VAN SUID-AFRIKA LOOISEKSIE

OOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

(a) South African Tanning Employer's Organisation

(hierna die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en die

(b) Southern African Clothing and Textile Workers' Union

en

(c) National Union of Leather Workers

(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika,

tot wysiging van die Ooreenkoms vir die Looiseksie, gepubliseer by Goewermentskennisgewing No. R. 1800 van 3 September 1982, soos gewysig, hernieu en herbekragtig by Goewermentskennisgewings Nos. R. 2318 en R. 2319 van 21 Oktober 1983, R. 1705 en R. 1706 van 10 Augustus 1984, R. 1870 en R. 1871 van 23 Augustus 1985, R. 1349 van 27 Junie 1986, R. 2054 en R. 2055 van 26 September 1986, R. 1990 van 11 September 1987, R. 2608 van 20 November 1987, R. 380 van 4 Maart 1988, R. 1620 van 12 Augustus 1988, R. 2313 van 18 November 1988, R. 159 en R. 160 van 26 Januarie 1990, R. 1555 van 6 Julie 1990, R. 2871 van 7 Desember 1990, R. 1000 en R. 1001 van 3 April 1992, R. 3033 van 30 Oktober 1992, R. 3409 van 24 Desember 1992, R. 2105 en R. 2106 van 5 November 1993, R. 1995 van 25 November 1994, R. 219 van 17 Februarie 1995, R. 97 van 26 Januarie 1996, R. 1044 van 28 Junie 1996 en R. 1833 van 8 November 1996.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

- (1) Hierdie Ooreenkoms moet nagekom word in die Looiseksie van die Leernywerheid—

- (a) deur alle werkgewers wat lede van die werkgewersorganisasies is en deur alle werknemers wat lede van die vakverenigings is, en wat onderskeidelik by die Looiseksie betrokke en daarin werksaam is; en
- (b) in die landdrostdistrikte Die Kaap, Bellville, Wynberg, Paarl, Stellenbosch, uitgesonderd die gedeelte van die landdrostdistrik Stellenbosch wat voor die publikasie van Goewermentskennisgewing No. 1683 van 7 Augustus 1987 binne die landdrostdistrik Kuilsriver geval het, Oudtshoorn, Wellington, Mosselbaai, George, Uitenhage, Kirkwood, Port Elizabeth, King William's Town, Durban, met inbegrip van die gedeelte van die landdrostdistrik Chatsworth wat voor die publikasie van Goewermentskennisgewing No. 501 van 8 Maart 1985 binne die landdrostdistrik Durban geval het, maar uitgesonderd die gedeeltes van die landdrostdistrik Durban wat voor die publikasie van Goewermentskennisgewings Nos. 1939 en 2067 van onderskeidelik 10 September 1982 en 1 Oktober 1982 binne die landdrostdistrik Inanda geval het, Pietermaritzburg, Barberton, Pretoria, Johannesburg, Krugersdorp, Heidelberg (Tvl), Brits, Witriver, Witbank, Nigel, Germiston en Bloemfontein, in verband met die werksaamhede uiteengesit in paragraaf (2) (a) van die omskrywing "Leernywerheid"; en in die landdrostdistrikte Bellville, met inbegrip van die gedeeltes van die landdrostdistrik Bellville wat na die publikasie van Goewermentskennisgewing No. 1683 van 7 Augustus 1987 binne die landdrostdistrikte Goodwood en Kuilsrivier val, Oudtshoorn, Wellington, George, Uitenhage, Port Elizabeth, King William's Town en Pietermaritzburg, met ingang van 1 Mei 1986 in verband met die werksaamhede uiteengesit in paragraaf (2) (b) van die omskrywing "Leernywerheid".

- (2) Ondanks subklousule (1) is hierdie Ooreenkoms slegs van toepassing op werknemers vir wie uurlone voorgeskryf word en op die werkgewers van sodanige werknemers.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens artikel 48 (1) van die Wet vasstel, en bly van krag vir die tydperk eindigende 10 Mei 1998 of vir die tydperk wat hy bepaal.

3. KLOUSULE 1: OMSKRYWING

- (1) Vervang die omskrywing van "'n dagwerker" deur die volgende:

"'n dagwerker' 'n werknemer, insluitend 'n dagwag, van wie vereis word of wat toegelaat word om op so 'n grondslag te werk dat die meerderheid van sy gewone werkure tussen die ure 06:00 en 18:00 val;"

- (2) Vervang die omskrywing van "n nagwerker" deur die volgende:

"**n nagwerker**" 'n werknemer uitgesonderd 'n nagwag, van wie vereis word of toegeiaat word om op so 'n grondslag te werk dat die meerderheid van sy gewone werkure tussen die ure 18:00 en 06:00 val;"

- (3) Voeg die volgende omskrywing by na die omskrywing van 'n "motorvoertuig":

"**Nagtoelae**" die toelae betaalbaar aan 'n werknemer in diens op nagwerk gebaseer op 'n 42-uur werkweek;"

- (4) Voeg die volgende nuwe omskrywing by na die omskrywing van "Sekretaris van die Raad":

"**Skoftoelae**" die toelae betaalbaar aan werknemers in diens op skofwerk van nie minder nie as 42 gewone werkure per week;"

- (5) Vervang die omskrywing van "Weekloon" deur die volgende:

"**Weekloon**" die uurloon betaalbaar aan werknemers op dag- en nagskof en die uurloon betaalbaar aan 'n nagwag, ingevolge klousule 4 (1) (a) ten opsigte van die gewone werkure soos in klousule 5 voorgeskryf;"

4. KLOUSLE 4: LONE EN LOONSKALE

- (1) Vervang subklousule (1) (b) deur die volgende:

"(b) Behalwe in die geval van 'n nagwag, is die besoldiging in hierdie klousule voorgeskryf, betaalbaar vir 'n werkweek van 42 uur: Met dien verstande dat in die geval van 'n nagwag, is die besoldiging betaalbaar vir 'n werkweek van 60 uur en in die geval van 'n nagwerker is die besoldiging betaalbaar vir 'n werkweek van 42 uur plus 10% bereken op die uurloon: Met dien verstande dat die besoldiging betaalbaar ten opsigte van skofwerk gebaseer op gewone ure van minder as 42 gewone ure per week soos volg bereken word:

Waar die meerderheid van die werknemers se gewone ure binne die tydperk tussen die ure 06:00 en 14:00 val, dan in daardie geval, moet die werknemer sy uurloon tesame met 'n skoftoelaag van 8%, bereken op sy uurloon, betaal word.

Waar die meerderheid van werknemers se gewone ure binne die tydperk tussen die ure 14:00 en 22:00 val, dan in daardie geval, moet die werknemer sy uurloon tesame met 'n skoftoelaag van 12%, bereken op die uurloon, betaal word.

Waar die meerderheid van werknemers se gewone ure binne die tydperk tussen die ure 22:00 en 06:00 val, dan in daardie geval, moet die werknemer sy uurloon tesame met 'n skoftoelaag van 14%, bereken op die uurloon, betaal word: Voorts met dien verstande dat die werkweek nie vroeër as Woensdag in 'n kalenderweek eindig nie."

- (2) Vervang subklousule (3) (c) deur die volgende:

(c) bydraes en heffings ingevolge klousule 9 van hierdie Ooreenkoms."

- (3) Vervang subklousule (6) deur die volgende:

"(6) Geen bepaling in hierdie Ooreenkoms mag die uitwerking hê dat dit enige tydloon verminder wat tans betaal word en wat vir die werknemer gunstiger is as dié in hierdie Ooreenkoms vir sodanige werknemer voorgeskryf, solank hy by dieselfde werkgever in diens bly nie.

LONE EN LOONSKALE

	Loon Per uur R
A. Graad A:	
(a) Bedieners van splitmasjiene, wat die instel van en regstelling aan sodanige masjiene insluit en wat leer in die kalk- of looistadium of in albei splits	13,22
(i) Leerlinge volgens ondervinding:	
Eerste ses maande	80% van die voorgeskrewe loon
Tweede ses maande	90% van die voorgeskrewe loon
Daarna	Die voorgeskrewe loon
(ii) In elke looiery waarin daar 'n splitmasjiene geïnstalleer is, moet daar minstens een splitter in diens wees wat die volle loon in A (a) hierbo vermeld ontvang.	
(b) Bedieners van skaaf- en witmaakmasjiene	11,79
Leerlinge, volgens ondervinding:	
Eerste ses maande	80% van die voorgeskrewe loon
Tweede ses maande	90% van die voorgeskrewe loon
Daarna	Die voorgeskrewe loon

Loon
Per uur
R

B. Graad B:

(a) Werknemers, uitgesonderd dié in (b) vermeld:

- (i) In diens as eerstegraadse tafelwerkers, d.w.s. werknemers wat met die hand fynskuur, witmaak, skaaf en spuit en werknemers wat opsnynwerk doen..... 10,41

Opmerking: 'Opsnynwerk' beteken die opsnyn van ongelooide huide in rugsystukke, pensstukke, bladstukke of rugstukke, maar nie op die opsnyn van die huid in twee systukke nie..

- (ii) In diens as bedieners van 'n ontvleismasjien, 'n onthaarmasjien, 'n rek-en-breimasjien en 'n fynskuurmasjien..... 9,95

- (iii) In diens as bedieners van verglansmasjiene, alle tipes meetmasjiene, soolstofmeetmasjiene, sooluitrolmasjiene, hidrouliese perse, bevochtigingsmasjiene, setmasjiene, basfynmaalmasjiene, skraapmasjiene, nabehandlingsmasjiene, oliemasjiene, wasmasjiene, borselmasjiene, spuitmasjiene, opstopmasjiene, gordynbekleëmasjiene, stofverwyderingsmasjiene, ossilleermesse, nekvorm- en plooiëmasjiene, en werknemers in diens as tafelwerkers (uitgesonderd eerstegraadse tafelwerkers) wat leerbreiersgereedskap of geïmproviseerde leerbreiersgereedskap op enige soort leer gebruik en wat bogenoemde gereedskap gebruik op lyminstallasies of vakuumdrooginstallasies, werknemers wat gebreke in leer herstel, pigmentafwerkingskleure meng en pas, kleurstawwe pas, vierkante sny, suède met 'n borsel en/of skuurpapier bewerk, 'n splitter help om materiaal in die voorkant van 'n splitmasjien in te voer, 'n mobiele hyswa bedien van die tipe waar die drywer op die voertuig moet sit, en ook werknemers wat leer met die hand (borsel of kussinkie) swart maak, vetsmeer, beits, pigmenteer en nabehandel en diens doen as vleisskrapers wat die werk met die hand in 'n kalkskuur doen 9,67

(b) Leerlinge wat werksaamhede verrig wat in paragrawe (a) (i), (ii) en (iii) hierbo vermelde word:

Volgens ondervinding:

Eerste ses maande	80% van die voorgeskrewe loon
Tweede ses maande	90% van die voorgeskrewe loon
Daarna, indien in diens kragtens—	

- | | |
|-----------------|------------------------|
| (a) (i) | Die voorgeskrewe loon. |
| (a) (ii) | Die voorgeskrewe loon. |
| (a) (iii) | Die voorgeskrewe loon. |

Getalverhouding: Hoogstens een leerling wat minder ontvang as die volle loon vir sy beroep voorgeskryf, kan in diens geneem word vir elke drie of gedeelte van drie werknemers wat halfgeskoolde werk teen die volle loon verrig.

"Gedeelte van drie" beteken 'n res van minstens een nadat die totale getal werknemers wat volle lone ontvang deur drie gedeelte is.

C. Graad C:

(a) Werknemers—

- (i) wat huide en velle skraap, skoonsny, spalk, vaspen en regsny, trommels bedien en velle waaraan daar nog wol of hare is, regsny, sagskraap en/of die vleis daarvan afskraap..... 8,81

- (ii) Graad 1: Alle werknemers wat hoofsaaklik huide en/of velle in die kalkskuur en looiskuur fisies hanteer, met inbegrip van bevochtiging, en alle werknemers wat uitsluitlik of hoofsaaklik huide en/of velle in die kleurskuur fisies hanteer..... 8,81

- (iii) Graad II: Alle werknemers wat hoofsaaklik rou huide en/of velle in die huidmagasyn en leer in alle ander afdeling wat nie as Graad 1 aangesien word nie, fisies hanteer; alle werknemers betrokke by die onderhoud van masjiene en uitrusting, met inbegrip van algemene werkers wie se beroep aangedui word in die omskrywing van "algemene werker" in klousule 1 van hierdie Ooreenkoms 8,81

	Loon Per uur R
(iv) wat rou huide of velle in lotte stempel	8,93
<i>Opmerking: Alle loontariewe in paragraaf (i) hierbo voorgeskryf, sluit in 'n toelae vir vuilwerk van 25c per week wat in 1945 deur die arbiter toegeken is.</i>	
D. Wolveverwerkingsmasjiene en werksaamhede nie elders vermeld nie:	
(a) Stryk en/of Skeer en/of kam	9,10
(b) Kaarding	9,10
(c) Stikwerk met 'n masjien	9,28
(d) Snywerk volgens patrone	8,93
E. Afdeling vir die sny van kantstrokies, hakstrokies en veters:	
(a) Bedieners van splits-, skaaf-, sny-, groef- en afskuinsmasjiene	9,28
(b) Alle ander werksaamhede	8,81
F. (a) Magasynmeester en/of pakhuismanne, versendingsklerke	9,28
(b) Assistent-magasynmeesters en/of assistent-pakhuismanne	9,10
G. Motorvoertuigdrywers—	
werksaam op voertuie met 'n loonvrag van tot en met 2 722 kg	9,54
werksaam op voertuie met 'n loonvrag van meer as 2 722 kg maar hoogstens 4 536 kg	10,25
werksaam op voertuie met 'n loonvrag van meer as 4 536 kg	11,16
H. Ketelbediener	8,93
I. Nagwag	6,47
J. Dagwag	8,93
K. Faktotum	9,10
L. (a) Werksaamhede in verband met die produksie van bekleedselleer wat nie elders vermeld word nie:	
(i) Merk- en/of patroonsnywerk	11,24
(ii) Snywerk volgens patrone	10,41
(iii) Stukmerkwerk	8,93
(b) Leerlinge wat die werksaamhede verrig wat in paragraaf (a) (i) hierbo vermeld word:	
Eerste ses maande ondervinding	80% van die voorgeskrewe loon
Tweede ses maande ondervinding	90% van die voorgeskrewe loon
(c) Leerlinge wat die werksaamhede verrig wat in paragraaf (a) (ii) hierbo bedoel word:	
Eerste ses maande ondervinding	80% van die voorgeskrewe loon
Tweede ses maande ondervinding	90% van die voorgeskrewe loon".
(4) In subklousule (9) (a) vervang die uitdrukking "19 Julie 1996" deur die uitdrukking "29 Mei 1997".	

5. KLOUSULE 5: WERKURE

(1) Vervang subklousule (1) deur die volgende:

"(1) Behoudens andersluidende bepalings in hierdie Ooreenkoms, mag geen werkgewer van 'n werknemer, behalwe een wat uitsluitlik as 'n nagwag in diens is, vereis of hom toelaat om—

- (a) langer as 42 gewone ure, uitgesonderd etenstye, in 'n enkele week te werk nie; of
- (b) vir 'n aaneenlopende tydperk van langer as vyf uur te werk nie sonder 'n ononderbroke pouse van minstens een uur: Met dien verstande dat—
 - (i) 'n werkgewer, by onderlinge reëling met minstens 75 persent van sy werknemers, die duur van sodanige etenspouse tot nie minder nie as 'n halfuur kan verminder; in die geval waar tot so 'n reëling ingestem is, moet die werkgewer die distrikskomitee in kennis stel van sodanige verkorting van die etenspouse;
 - (ii) werktidperke onderbreek deur pouses van minder as een uur geag word aaneenlopend te wees, behalwe waar voorbehoudsbepaling (i) van toepassing is;
 - (iii) as so 'n pouse langer as een uur duur, enige tydperk van langer as een en 'n kwart uur geag word tyd gewerk te wees;

- (iv) waar 'n werkgewer op 'n dag as gevolg van oortydwerk 'n tweede etenspouse aan 'n werknemer moet toestaan, sodanige etenspouse op versoek van die werknemer tot 15 minute verkort kan word, mits die totale tydperk wat die werknemer na die eerste etenspouse van die dag werk nie langer as sewe uur is nie, en sodanige tweede pouse kan geag word nie deel van die gewone werkure of oortydure uit te maak nie.”

(2) Vervang subklousule (4) deur die volgende:

“(4) Ondanks subklousule (1) (a), mag die werkure van 'n werknemer in diens op skofwerk in 'n bedryfsinrigting waarin twee of meer skofte gewerk word, hoogstens 38 gewone ure in 'n bepaalde week wees.”

(3) Vervang subklousule (6) deur die volgende:

“(6) Die aanvangs- en uitskeitye en wysigings van sodanige tye in elke afdeling of departement is onderworpe aan die wisseling van bedryfsbehoefte in die werkplek en skofstrukture ten opsigte van gewone werkure word op fabrieksvloervlak bepaal tussen die onderskeie werkgewer en werknemers in die betrokke afdeling of departement.”

6. KLOUSULE 9: FONDSE VAN DIE RAAD

Vervang klousule 9 deur die volgende:

“9. BYDRAES TOT EN HEFFINGS VIR FONDSE

By die vasstelling van bydraes en heffings kragtens Raadsfondsooreenkomste moet alle berekenings daarkragtens gebaseer word op die werknemers se basiese uurloon vermenigvuldig met 42 uur.”

7. KLOUSULE 14: PRODUKTIWITEITS-/AANSPORINGSBONUSKEMAS EN STUKWERK

Vervang subklousule (3) deur die volgende:

“(3) 'n Afskrif van die ondertekende ooreenkoms moet aan die Hoofsekretaris van die Raad gestuur word vir rekord-doeleindes.”

8. KLOUSULE 18: VAKBONDVERTEENWOORDIGERS VAN DIE RAAD

Vervang klousule 18 deur die volgende:

“Werkgewers moet aan enige van hul werknemers wat verteenwoordigers op die Raad, die Uitvoerende Komitee of 'n distrikskomitee is, alle fasiliteite gee om hul pligte in verband met die werk van sodanige liggame uit te voer.”

9. KLOUSULE 23: INDIENSNEMING VAN VAKVERENIGINGLEDE

(1) Vervang subklousule (2) deur die volgende:

“(2) Die lede van die vakverenigings in elke bedryfsinrigting het die reg om een of meer werkwinkelverteenvoordigers en/of 'n werkwinkelkomitee onderling te kies, ooreenkomstig die aanstelling van verteenwoordigers en verteenwoordigerskomitees in artikel 14 (2) van die Wet op Arbeidsverhoudinge, 1995 (Wet No. 66 van 1995), en die betrokke werkgewer moet volle erkenning aan sodanige werkwinkelverteenvoordigers en werkwinkelkomitee verleen en redelike fasiliteite verskaf vir vergaderings en raadpleging oor sake betreffende geskille en diensvoorwaardes van werknemers oor die algemeen.”

(2) Vervang subklousule (4) deur die volgende:

“(4) In die geval waar 'n werkwinkelverteenvoordiger wat op fabrieksvlak tot hierdie amp verkies is en deur sy vakvereniging aangewys word om 'n opleidingskursus of 'n raadsvergadering by te woon, moet sodanige verteenwoordiger betaalde verlof toegestaan word vir 'n tydperk van hoogstens ses werkdade plus twee dae onbetaalde verlof in 'n tydperk van 12 maande:

Met dien verstande dat werkwinkelverteenvoordigers by 'n fabriek na gelang van behoefte hul verlofgeregtheid hierkragtens kan saamvoeg en die totaal daarvan sal beskikbaar wees vir die gebruik deur enige een of meer werkwinkelverteenvoordigers:

Voorts met dien verstande dat, in die geval waar 'n werkwinkelverteenvoordiger sy amp om enige rede neerlê en deur 'n ander werkwinkelverteenvoordiger vervang word, sodanige pasaangestelde werkwinkelverteenvoordiger geregtig is op die balans van die tydperk van verlof van afwesigheid wat nie deur die vorige werkwinkelverteenvoordiger gebruik is nie.”

(3) Skrap subklousule (5).

Namens die partye op hede die 12de dag van September 1997 te Port Elizabeth onderteken.

W. KOTZE

Lid van die Raad

C. HARTLEY

Lid van die Raad

K. PERUMAL

Lid van die Raad

L. M. VAN LOGGERENBERG

Hoofsekretaris van die Raad

DEPARTMENT OF PUBLIC WORKS DEPARTEMENT VAN OPENBARE WERKE

No. R. 1736

24 December 1997

ARCHITECTS' ACT, 1970 (ACT No. 35 OF 1970)

NOTICE UNDER SECTION 7 (3) (b): AMENDMENT OF TARIFF OF PROFESSIONAL FEES

I, Jeffrey Thamsanqa Radebe, Minister of Public Works, hereby make known that after consideration of relevant recommendations made by the South African Council for Architects, I have under section 7 (3) (b) of the Architects' Act, 1970 (Act No. 35 of 1970), amended Government Notice No. R. 227 of 19 February 1993, as amended by Government Notice No. 1064 of 25 June 1993, Government Notice No. 278 of 18 February 1994, Government Notice No. 716 of 19 May 1995, Government Notice No. R. 177 of 9 February 1996 and Government Notice No. R. 829 of 20 June 1997 by the substitution for Appendix 1 of the following Appendix:

L. M. VAN LOGGERSBERG
Lid van die Raad
K. PERUMAL
Lid van die Raad
C. HARTLEY
Lid van die Raad
A. KOTZE
Lid van die Raad
Namens die party op Rade 1736 van September 1997 is P. H. Elzabab onderskryf.

APPENDIX 1

Fee for professional services

Cost of works (in Rands excluding VAT)	Column A Fee for buildings other than simple or complex	Column B Fee for simple buildings	Column C Fee for complex buildings
0 to 435 000.....	R0,00 + 7,50% of cost.....	R0,00 + 6,50% of cost.....	R0,00 + 8,5% of cost
435 001 to 870 000.....	R2 175,00 + 7,00% of cost.....	R2 175,00 + 6,00% of cost.....	R2 175,00 + 8,00% of cost
870 001 to 1 740 000.....	R4 350,00 + 6,75% of cost.....	R4 350,00 + 5,75% of cost.....	R4 350,00 + 7,75% of cost
1 740 001 to 3 480 000.....	R8 700,00 + 6,50% of cost.....	R8 700,00 + 5,50% of cost.....	R8 700,00 + 7,50% of cost
3 480 001 to 6 960 000.....	R17 400,00 + 6,25% of cost.....	R17 400,00 + 5,25% of cost.....	R17 400,00 + 7,25% of cost
6 960 001 to 13 920 000.....	R34 800,00 + 6,00% of cost.....	R34 800,00 + 5,00% of cost.....	R34 800,00 + 7,00% of cost
13 920 001 to 27 840 000.....	R69 600,00 + 5,75% of cost.....	R69 600,00 + 4,75% of cost.....	R69 600,00 + 6,75% of cost
27 840 001 to 55 680 000.....	R139 200,00 + 5,50% of cost.....	R139 200,00 + 4,50% of cost.....	R139 200,00 + 6,50% of cost
55 680 001 to 111 360 000.....	R278 400,00 + 5,25% of cost.....	R278 400,00 + 4,25% of cost.....	R278 400,00 + 6,25% of cost
111 360 001 to 222 720 000.....	R556 800,00 + 5,00% of cost.....	R556 800,00 + 4,00% of cost.....	R556 800,00 + 6,00% of cost
Over 222 720 000.....	R0,00 + 5,25% of cost.....	R0,00 + 4,25% of cost.....	R0,00 + 6,25% of cost

This tariff of fees shall apply to all new projects and to those stages of a project not yet commenced at the date of publication hereof.

24 Desember 1997

KENNISGEWING KRAGTENS ARTIKEL 7 (3) (b): WYSIGING VAN PROFESSIONELE GELDETARIEF

Ek, Jeffrey Thamsanqa Radebe, Minister van Openbare Werke, maak hierby bekend dat ek na oorweging van ter sake dienende aanbevelings deur die Suid-Afrikaanse Raad vir Argitekte gedoen, Goewermenskennisgewing No. R. 227 van 19 Februarie 1993, soos gewysig deur Goewermenskennisgewing No. 1064 van 25 Junie 1993, Goewermenskennisgewing No. 278 van 18 Februarie 1994, Goewermenskennisgewing No. R. 716 van 19 Mei 1995, Goewermenskennisgewing No. R. 177 van 9 Februarie 1996 en Goewermenskennisgewing No. R. 829 van 20 Junie 1997 gewysig het deur Aanhangsel 1 met die volgende Aanhangsel te vervang:

AANHANGSEL 1

Gelde vir professionele dienste

Koste van werke (in Rande BTW uitgesluit)	Kolom A Gelde vir ander as eenvoudige of komplekse geboue	Kolom B Gelde vir eenvoudige geboue	Kolom C Gelde vir komplekse geboue
0 tot 435 000.....	R0,00 + 7,50% van koste.....	R0,00 + 6,50% van koste.....	R0,00 + 8,5% van koste
435 001 tot 870 000.....	R2 175,00 + 7,00% van koste.....	R2 175,00 + 6,00% van koste.....	R2 175,00 + 8,00% van koste
870 001 tot 1 740 000.....	R4 350,00 + 6,75% van koste.....	R4 350,00 + 5,75% van koste.....	R4 350,00 + 7,75% van koste
1 740 001 tot 3 480 000.....	R8 700,00 + 6,50% van koste.....	R8 700,00 + 5,50% van koste.....	R8 700,00 + 7,50% van koste
3 480 001 tot 6 960 000.....	R17 400,00 + 6,25% van koste.....	R17 400,00 + 5,25% van koste.....	R17 400,00 + 7,25% van koste
6 960 001 tot 13 920 000.....	R34 800,00 + 6,00% van koste.....	R34 800,00 + 5,00% van koste.....	R34 800,00 + 7,00% van koste
13 920 001 tot 27 840 000.....	R69 600,00 + 5,75% van koste.....	R69 600,00 + 4,75% van koste.....	R69 600,00 + 6,75% van koste
27 840 001 tot 55 680 000.....	R139 200,00 + 5,50% van koste.....	R139 200,00 + 4,50% van koste.....	R139 200,00 + 6,50% van koste
55 680 001 tot 111 360 000.....	R278 400,00 + 5,25% van koste.....	R278 400,00 + 4,25% van koste.....	R278 400,00 + 6,25% van koste
111 360 001 tot 222 720 000.....	R556 800,00 + 5,00% van koste.....	R556 800,00 + 4,00% van koste.....	R556 800,00 + 6,00% van koste
Oor 222 720 000.....	R0,00 + 5,25% van koste.....	R0,00 + 4,25% van koste.....	R0,00 + 6,25% van koste

Hierdie geldetarief is van toepassing op alle nuwe projekte en op daardie stadiums van 'n projek wat nog nie op die datum van publikasie hiervan 'n aanvang geneem het nie.

**DEPARTMENT OF TRANSPORT
DEPARTEMENT VAN VERVOER****No. R. 1735****24 December 1997****AVIATION ACT, 1962 (ACT No. 74 OF 1962)**

The Minister of Transport has under section 22 of the Aviation Act, 1962 (Act No. 74 of 1962), and where necessary in consultation with the Minister of Finance, made the regulations in the Schedule.

SCHEDULE**Definition**

1. In these regulations "the Regulations" means the Civil Aviation Regulations, 1997, published by Government Notice No. R. 1219 of 26 September 1997.

Amendment of regulation 183.00.4 of Regulations

2. Regulation 183.00.4 of the Regulations is hereby amended by the addition of the following subregulation:

"(3) Notwithstanding the provision of subregulation (1), any Regulation or Regulations contained in these Regulations, whether comprising the whole or any portion of any Part or Subpart of these Regulations or not, which substantially and in objectives represents or represent a new regulation or new regulations in comparison with the corresponding existing regulation or regulations immediately prior to 1 January 1998, shall only come into operation on 31 December 1998, and in any such case, notwithstanding the provisions of regulation 183.00.2, the repeal of any such existing corresponding regulation or regulations in terms of the last mentioned regulation shall only come into effect on 31 December 1998".

Short title and commencement

3. These regulations shall be called the First Amendment of the Civil Aviation Regulations, 1997, and shall come into operation on 1 January 1998.

No. R. 1735**24 Desember 1997****LUGVAARTWET, 1962 (WET No. 74 VAN 1962)**

Die Minister van Vervoer het kragtens artikel 22 van die Lugvaartwet, 1962 (Wet No. 74 van 1962), en waar nodig in oorleg met die Minister van Finansies, die regulasie in die Bylae uitgevaardig.

BYLAE**Omskrywing**

1. In hierdie regulasies beteken "die Regulasies" die Burgerlugvaartregulasies, 1997, uitgevaardig by Goewermentskennisgewing No. R. 1255 van 17 Oktober 1997.

Wysiging van regulasie 183.00.4 van Regulasies

2. Regulasie 183.00.4 van die Regulasies word hierby gewysig deur die byvoeging van die volgende subregulasie:

"(3) Ondanks die bepalings van subregulasie (1), tree enige Regulasie of Regulasies vervat in hierdie Regulasies, hetsy dit die geheel of enige gedeelte van enige Deel of Subdeel van hierdie Regulasies omvat of nie, wat wesenlik en in oogmerke 'n nuwe regulasie of nuwe regulasies verteenwoordig in vergelyking met die ooreenstemende bestaande regulasie of regulasies onmiddellik voor 1 Januarie 1998, slegs in werking op 31 Desember 1998, en in enige sodanige geval, ondanks die bepalings van regulasie 183.00.2, tree die herroeping van enige sodanige bestaande regulasie of regulasies ingevolge die laasgenoemde regulasie slegs in werking op 31 Desember 1998."

Kort titel en inwerkingtreding

3. Hierdie regulasies heet die Eerste Wysiging van die Burgerlugvaartregulasies, 1997, en tree in werking op 1 Januarie 1998.

No. R. 1739**24 December 1997****CONVENTION ON THE INTERNATIONAL RECOGNITION OF
RIGHTS IN AIRCRAFT ACT, 1993 (ACT No. 59 OF 1993)**

The Minister of Transport has under section 14 of the Convention on the International Recognition of Rights in Aircraft Act, 1993 (Act No. 59 of 1993), made the regulations in the Schedule.

SCHEDULE**MORTGAGING OF AIRCRAFT REGULATIONS, 1997****Definitions**

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

“aircraft” includes a share in the aircraft;

“close corporation” means a close corporation as defined in section 1 of the Close Corporations Act, 1984 (Act No. 69 of 1984);

“company” means a company as defined in section 1 of the Companies Act, 1973 (Act No. 61 of 1973);

“Master” means the Master as defined in section 1 of the Administration of Estates Act, 1965 (Act No. 66 of 1965);

“the Act” means the Convention on the International Recognition of Rights in Aircraft Act, 1993 (Act No. 59 of 1993).

Deed of mortgage

2. (1) A deed of mortgage referred to in section 4 (1) (a) of the Act shall—

(a) if it is intended to secure payment of a capital sum, be made on a form prescribed in Annexure A; and

(b) if it is intended to secure payment of the amount that may be due under a current account, be made on a form prescribed in Annexure B.

(2) A deed of mortgage referred to in subregulation (1) shall be submitted in triplicate to the Commissioner for Civil Aviation.

(3) A deed of mortgage referred to in subregulation (1) is produced for recording upon the date and at the time it is received by the Commissioner for Civil Aviation.

(4) For the purposes of section 4 (2) of the Act the Commissioner for Civil Aviation shall return the original deed of mortgage to the mortgagee and send a copy thereof to the mortgagor.

Discharge of mortgage

3. (1) A notification of the discharge of a mortgage contemplated in section 5 of the Act shall be given on a form prescribed in Annexure C.

(2) A notification of the discharge of a mortgage referred to in subregulation (1) shall be submitted in triplicate to the Commissioner for Civil Aviation.

(3) The Commissioner for Civil Aviation shall return one copy of the original notification referred to in subregulation (1) to the mortgagee and send another copy to the mortgagor.

Transfer of mortgage

4. (1) A transfer of a mortgage by deed of cession referred to in section 9 (1) of the Act shall be made on a form prescribed in Annexure D.

(2) A deed of cession referred to in subregulation (1) shall be submitted in quadruplicate to the Commissioner for Civil Aviation.

(3) The Commissioner for Civil Aviation shall return the original deed of cession to the transferor and a copy thereof to the transferee and the mortgagor, respectively.

Declaration of transmission of rights in mortgage

5. (1) The declaration of transmission referred to in section 10 (1) of the Act shall be—

(a) executed in the form prescribed in Annexure E; and

(b) accompanied by—

(i) the original deed of mortgage; and

(ii) if the transmission takes place by virtue of a marriage, a certified true copy of the register referred to in section 29A of the Marriage Act, 1961 (Act No. 25 of 1961), or other legal evidence of the marriage, and if the transmission takes place by virtue of an antenuptial contract, a notarially certified copy of the antenuptial contract; or

(iii) if the transmission is consequent on death, a certificate signed by the Master having jurisdiction in respect of the estate of the deceased person from whom the rights in a mortgage over an aircraft has been transmitted, and the letter of administration of the executor or, if no Master has such jurisdiction, any other proof of the transmission to the satisfaction of the Commissioner for Civil Aviation.

(2) A declaration of transmission referred to in subregulation (1) shall be submitted in triplicate to the Commissioner for Civil Aviation.

(3) The Commissioner for Civil Aviation shall return one copy of the original declaration referred to in subregulation (1) to the declarant and send another copy to the mortgagor.

Certificate of mortgage

6. (1) An application for a certificate of mortgage referred to in section 11 (1) of the Act shall be made on a form prescribed in Annexure F.

(2) A certificate of mortgage referred to in section 11 (3) of the Act shall contain the following particulars:

- (a) The full name and address of the person who is to enter into the mortgage on behalf of the registered owner;
- (b) the maximum amount of the mortgage, if it is intended to fix any such maximum;
- (c) the place where the relevant power of attorney is to be exercised or, if no place is specified, a declaration that it may be exercised anywhere, subject to the provisions of the Act; and
- (d) the limit of time within which the relevant power of attorney may be exercised.

(3) The register referred to in section 11 (5) of the Act is the register of South African aircraft referred to in Part 47 of the Civil Aviation Regulations, 1997.

(4) An application for a new certificate of mortgage referred to in section 12 of the Act shall be made on a form prescribed in Annexure G.

Register of aircraft mortgages

7. (1) The register of aircraft mortgages referred to in section 4 (1) (b) of the Act shall contain the following particulars:

(a) In respect of the recording of a deed of mortgage—

- (i) the full name of the mortgagor;
- (ii) the identity or registration number of the mortgagor;
- (iii) the full business or residential address of the mortgagor;
- (iv) the postal address of the mortgagor;
- (v) the full name of the mortgagee;
- (vi) the identity or registration number of the mortgagee;
- (vii) the full business or residential address of the mortgagee;
- (viii) the date of the mortgage;
- (ix) a description of the mortgaged aircraft, including its type, nationality and registration marks and aircraft serial number; and
- (x) the sum secured by the mortgage and where the sum secured is a fluctuating amount, the upper and lower limits, if any;

(b) in the case of the recording of a discharge of an aircraft mortgage, the date on which the Commissioner for Civil Aviation cancels the deed of mortgage;

(c) in the case of the recording of a deed of cession of aircraft mortgage—

- (i) the full name of the transferee;
- (ii) the identity or registration number of the transferee;
- (iii) the full business or residential address of the transferee; and
- (iv) the postal address of the transferee;

(d) in the case of the recording of a declaration of transmission of rights in aircraft mortgage—

- (i) the full name of the declarant;
- (ii) the identity number of the declarant;
- (iii) the full business or residential address of the declarant;
- (iv) the postal address of the declarant; and
- (v) the date on which the interest has been transmitted; and

(e) in the case of the issuing of a certificate of mortgage—

- (i) the full name of the person who is to enter into the mortgage on behalf of the registered owner;
- (ii) the full business or residential address of the person referred to in subparagraph (i);
- (iii) the full name of the registered owner;
- (iv) the full business or residential address of the registered owner;
- (v) a description of the aircraft to be mortgaged;
- (vi) the maximum amount of the mortgage, if it is intended to fix any such maximum;
- (vii) the country where the relevant power of attorney is to be exercised; and
- (viii) the limit of time within which the power of attorney may be exercised.

(2) The particulars referred to in subregulation (1) shall be recorded in the register within 7 days from the date of receipt thereof by the Commissioner for Civil Aviation.

- (3) The register shall be kept in a safe place at the office of the Commissioner for Civil Aviation.

Fees

8. The following fees shall be payable when application is made for:

	R c
(a) the recording of a mortgage in the register of aircraft mortgages.....	200,00
(b) a notification of the discharge of a mortgage	200,00
(c) a transfer of mortgage by deed of cession	200,00
(d) a declaration of transmission of rights in a mortgage	200,00
(e) a certificate of mortgage	150,00
(f) access to the register of aircraft mortgages	20,00
(g) the furnishing of information from the register of aircraft mortgages (R1,00 per page up to a maximum of R100,00)	100,00

Powers of attorney and completion of documents

9. (1) All documents shall be signed in black ink of durable quality.
 (2) All documents and copies thereof shall be completed in clearly legible writing, printing or typescript of good quality.
 (3) All copies of the documents to be submitted to the Commissioner for Civil Aviation shall be certified true copies.
 (4) The Commissioner for Civil Aviation may refuse to accept any document or copy thereof which does not comply with any provision of this regulation.
 (5) In every case where—
 (a) a partner has been authorised to act on behalf of a partnership; or
 (b) an officer has been authorised to act on behalf of a company, close corporation, organisation or other juristic person;

the relevant power of attorney shall be submitted to the Commissioner for Civil Aviation.

Short title and commencement

10. These regulations shall be called the Mortgaging of Aircraft Regulations, 1997, and shall come into operation on 1 January 1998.

Annexure A

TV 2/370



REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF TRANSPORT : CIVIL AVIATION AUTHORITY

CONVENTION ON THE INTERNATIONAL RECOGNITION OF RIGHTS
IN AIRCRAFT ACT, 1993 (ACT No. 59 OF 1993)

DEED OF MORTGAGE (TO SECURE CAPITAL SUM AND INTEREST) (REGULATION 2)

Notes:

- (i) The original deed of mortgage, accompanied by two certified true copies thereof, must be submitted to the Commissioner for Civil Aviation, Private Bag X193, Pretoria, 0001.
- (ii) Where the required information cannot be furnished in the space provided, the information must be submitted as a separate memorandum and attached hereto.
- (iii) The deed of mortgage must be signed by -
 - (a) the mortgager, if a natural person;
 - (b) the partner duly authorised to execute documents on its behalf, if the mortgagor is a partnership; or
 - (c) the officer(s) duly authorised to execute documents on its behalf, if the mortgagor is a company, close corporation or organisation.
- (iv) * Delete if not applicable.

1. PARTICULARS REGARDING THE MORTGAGOR

1.1 Full name:

.....

1.2 *Identity number/Company or CC registration number:

.....

1.3 Full *business/residential address: Postal code:	1.4 Postal address: Postal code:
---	---

1.5 Telephone number:	1.6 Telefax number:
---------------------------------------	-------------------------------------

1.7 Legal status (natural person/partnership/close corporation/company/organisation/other - specify):
--

1.8 Full particulars in respect of *the individual/each director/shareholder/partner/member/office bearer:				
Name	Position	Identity number	Nationality	Country of permanent residence
.....
.....
.....
.....
.....
.....
.....

2. PARTICULARS REGARDING THE MORTGAGEE

2.1 Full name:

2.2 *Identity number/Company or CC registration number:
--

[illegible]

3. PARTICULARS REGARDING THE AIRCRAFT**3.1 Present nationality and registration mark(s) of the aircraft:**

.....

3.2 South African registration letters, if registered:

.....

3.3 Manufacturer of the aircraft:

.....

3.4 Manufacturer's type designation:

.....

3.5 Aircraft serial number:

.....

3.6 Particulars of amount of mortgaged shares in the aircraft, if any:

.....

*I/We
 (Name(s) of signatory(signatories))

in *my/our capacity as
 (Position)

of
 (Name of mortgagor)

hereinafter referred to as the mortgagor, in consideration for
 (Amount)

hereinafter referred to as the capital sum, this day lent to *me/us/the mortgagor by

.....
 (Name of mortgagee)

hereinafter referred to as the mortgagee, do hereby for *myself/ourselves/ the mortgagor and *my/our/his/her successors and assigns, contract with the mortgagee and *his/her successors and assigns -

- (a) that *I/we/the mortgagor or *my/our/his/her successors and assigns will pay to the mortgagee or *his/her successors and assigns, the capital sum together with interest thereon at the rate of

..... percent per annum on and
(Date)

- (b) if the capital sum is not paid on the said date, *I/we/the mortgagor or *my/our/his/her successors and assigns, will during such time as the capital sum or any part thereof remains unpaid, pay to the mortgagee or *his/her successors and assigns, interest on the whole or such part thereof as may for the time being remain unpaid, at the rate of per cent per annum, in

..... payments on
(Date(s))

in every year, and for better securing to the mortgagee the repayment in the manner aforesaid of the capital sum and interest, *I/we/the mortgagor hereby mortgage to the mortgagee the above-mentioned aircraft, of which *I am/we are/he/she is the owner(s).

*I/We/The mortgagor, for *myself/ourselves/himself/herself and *my/our/his/her successors and assigns, warrant to the mortgagee and *his/her successors and assigns, and hereby declare that *I/we have/the mortgagor has the power to mortgage in the manner aforesaid the above-mentioned aircraft and that the said aircraft is free from encumbrances *save as appears in the register of aircraft mortgages.

Signed at on
(Date)

Name(s) of signatory (signatories)	Signature(s)
.....
.....
.....
.....
.....
.....
.....

I certify that the deponent(s) *has/have acknowledged that *he/she knows and understands/they know and understand the contents of this statement, which was signed and *affirmed/sworn to before me at

..... on
(Place) (Date)

.....
Commissioner of Oaths

Full name :

Business address :

Capacity :

Area :

I certify that this mortgage has, in terms of section 4(2) of the Convention on the International Recognition of Rights in Aircraft Act, 1993 (Act No. 59 of 1993), been recorded in the register of aircraft mortgages.

Date of recording :

Time of recording : (local time)

Register number :

COMMISSIONER FOR CIVIL AVIATION

1.1 Full name:

1.2 Identity number or CC registration number:

Annexure B

TV 2/371



REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF TRANSPORT : CIVIL AVIATION AUTHORITY

CONVENTION ON THE INTERNATIONAL RECOGNITION OF RIGHTS
IN AIRCRAFT ACT, 1993 (ACT No. 59 OF 1993)

DEED OF MORTGAGE (TO SECURE CURRENT ACCOUNT) (REGULATION 2)

Notes:

- (i) *The original deed of mortgage, accompanied by two certified true copies thereof, must be submitted to the Commissioner for Civil Aviation, Private Bag X193, Pretoria, 0001.*
- (ii) *Where the required information cannot be furnished in the space provided, the information must be submitted as a separate memorandum and attached hereto.*
- (iii) *The deed of mortgage must be signed by -*
 - (a) *the mortgager, if a natural person;*
 - (b) *the partner duly authorised to execute documents on its behalf, if the mortgagor is a partnership; or*
 - (c) *the officer(s) duly authorised to execute documents on its behalf, if the mortgagor is a company, close corporation or organisation.*
- (iv) ** Delete if not applicable.*

1. PARTICULARS REGARDING THE MORTGAGOR

1.1 Full name:

.....
.....

1.2 *Identity number/Company or CC registration number:

.....

1.3 Full *business/residential address:	1.4 Postal address:Postal code:
--	--

1.5 Telephone number:	1.6 Telefax number:
---------------------------------------	-------------------------------------

1.7 Legal status (natural person/partnership/close corporation/company/organisation/other - specify):
--

1.8 Full particulars in respect of *the individual/each director/shareholder/partner/member/office bearer:				
Name	Position	Identity number	Nationality	Country of permanent residence
.....
.....
.....
.....
.....
.....

2. PARTICULARS REGARDING THE MORTGAGEE

2.1 Full name:

2.2 *Identity number/Company or CC registration number:
--

2.3 Full *business/residential address:	2.4 Postal address:Postal code:
--	--

2.5 Telephone number:	2.6 Telefax number:
---------------------------------------	-------------------------------------

2.7 Legal status (natural person/partnership/close corporation/company/organisation/other - specify):
--

2.8 Full particulars in respect of *the individual/each director/shareholder/partner/member/office bearer:				
Name	Position	Identity number	Nationality	Country of permanent residence
.....
.....
.....
.....
.....
.....

.....

.....

3. PARTICULARS REGARDING THE AIRCRAFT**3.1 Present nationality and registration mark(s) of the aircraft:**

.....

3.2 South African registration letters, if registered:

.....

3.3 Manufacturer of the aircraft:

.....

3.4 Manufacturer's type designation:

.....

3.5 Aircraft serial number:

.....

3.6 Particulars of amount of mortgaged shares in the aircraft, if any:

.....

Whereas there is a current account between

.....
 (Name of mortgagor)

and
 (Name of mortgagee)

by virtue of
 (Description of the nature of the transaction so as to show how the amount of capital and interest

.....
 due at any given time is to be ascertained, and the manner and time of payment

Now therefore *I/we
 (Name(s) of signatory (signatories))

in *my/our capacity as
 (Position)

of
 (Name of mortgagor)

hereinafter referred to as the mortgagor, in consideration of the premise regarding *myself/ourselves/the mortgagor and *my/our/his/her successors and assigns, contract with

.....
(Name of mortgagee)

hereinafter referred to as the mortgagee, and *his/her successors and assigns, to pay to *him/her the sums for the time being due on this security, whether by way of capital or interest, at the times and in the manner aforesaid, and for the purpose of better securing to the mortgagee the payment of such sums as aforesaid, *I/we/the mortgagor do hereby mortgage to the mortgagee the above-mentioned aircraft, of which *I am/ we are/the mortgagor is the owner(s).

*I/We/The mortgagor, for *myself/ourselves/himself/herself and *my/our/his/her successors and assigns, warrant to the mortgagee and *his/her successors and assigns, and hereby declare the *I/we have/ the mortgagor has the power to mortgage in the manner aforesaid the above-mentioned aircraft and that the said aircraft is free from encumbrances *save as appears in the register of aircraft mortgages.

Signed at on
(Date)

Name(s) of signatory (signatories)	Signature(s)
.....
.....
.....
.....
.....
.....
.....
.....

I certify that the deponent(s) *has/have acknowledged that *he/she knows and understands/they know and understand the contents of this statement, which was signed and *affirmed/sworn to before me at

.....
(Place)

.....
(Date)

.....
Commissioner of Oaths

Full name :

Business address :

Date of recording :
 Time of recording : (local time)
 Register number :

COMMISSIONER FOR CIVIL AVIATION

- (i) The original notification must be accompanied by the original deed of mortgage as a separate memorandum and attached hereto.
- (ii) Where the required information cannot be furnished in the space provided, the information must be submitted as a separate memorandum accompanied by two certified true copies thereof, must be submitted to the Commissioner for Civil Aviation, Private Bag 5193, Pretoria, 0001.
- (iii) The original notification must be accompanied by the original deed of mortgage.
- (iv) The original notification must be signed by:
- (a) the mortgagee if a natural person
 - (b) the partner duly authorised to execute documents on the behalf of the mortgagee if a partnership or
 - (c) the officer duly authorised to execute documents on the behalf of the mortgagee if a company, other corporation or organisation.
- (v) Delete if not applicable

(Name(s) of signatory (signature))

In my own capacity as

(Position)

(Name of mortgagee)

In (partial) discharge of the aircraft mortgage granted by

(Name of mortgagee)

In my own capacity as

(Name of mortgagee)

Annexure C

TV 2/372



REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF TRANSPORT : CIVIL AVIATION AUTHORITY

CONVENTION ON THE INTERNATIONAL RECOGNITION OF RIGHTS
IN AIRCRAFT ACT, 1993 (ACT No. 59 OF 1993)

NOTIFICATION OF DISCHARGE OF AIRCRAFT MORTGAGE (REGULATION 3)

Notes:

- (i) The original notification accompanied by two certified true copies thereof, must be submitted to the Commissioner for Civil Aviation, Private Bag X193, Pretoria, 0001.
- (ii) Where the required information cannot be furnished in the space provided, the information must be submitted as a separate memorandum and attached hereto.
- (iii) The original notification must be accompanied by the original deed of mortgage.
- (iv) The original notification must be signed by -
 - (a) the mortgagee, if a natural person;
 - (b) the partner duly authorised to execute documents on its behalf, if the mortgagee is a partnership; or
 - (c) the officer(s) duly authorised to execute documents on its behalf, if the mortgagee is a company, close corporation or organisation.
- (iv) * Delete if not applicable.

*I/We
(Name(s) of signatory (signatories))

in *my/our capacity as
(Position)

of
(Name of mortgagee)

acknowledge receipt of the sum of

in *(partial) discharge of the aircraft mortgage granted by
(Name of mortgagor)

in *my/our favour/favour of
(Name of mortgagee)

dated and recorded in the register of aircraft mortgages on
 under register number

Signed at on
 (Date)

Name(s) of signatory (signatories)	Signature(s)
.....
.....
.....
.....
.....

I certify that the deponent(s) *has/have acknowledged that *he/she knows and understands/they know and understand the contents of this statement, which was signed and *affirmed/sworn to before me at

..... on
 (Place) (Date)

.....
Commissioner of Oaths

Full name :

Business address :

Capacity :

Area :

I certify that the discharge of this mortgage has, in terms of section 5 of the Convention on the International Recognition of Rights in Aircraft Act, 1993 (Act No. 59 of 1993), been recorded in the register of aircraft mortgages.

Date of recording :

Time of recording : (local time)

Register number :

Annexure D

TV 2/373



REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF TRANSPORT : CIVIL AVIATION AUTHORITY

CONVENTION ON THE INTERNATIONAL RECOGNITION OF RIGHTS
IN AIRCRAFT ACT, 1993 (ACT No. 59 OF 1993)

DEED OF CESSION OF AIRCRAFT MORTGAGE (REGULATION 4)

Notes:

- (i) The original deed of cession accompanied by two certified true copies thereof, must be submitted to the Commissioner for Civil Aviation, Private Bag X193, Pretoria, 0001.
- (ii) Where the required information cannot be furnished in the space provided, the information must be submitted as a separate memorandum and attached hereto.
- (iii) The deed of cession must be accompanied by the original deed of mortgage.
- (iv) The deed of cession must be signed by -
 - (a) the transferor, if a natural person;
 - (b) the partner duly authorised to execute documents on its behalf, if the transferor is a partnership; or
 - (c) the officer(s) duly authorised to execute documents on its behalf, if the transferor is a company, close corporation or organisation.
- (iv) * Delete if not applicable.

1. PARTICULARS REGARDING THE TRANSFEROR

1.1 Full name:

.....
.....

1.2 *Identity number/Company or CC registration number:

.....

1.3 Full *business/residential address:	1.4 Postal address:Postal code:
--	--

1.5 Telephone number:	1.6 Telefax number:
---------------------------------------	-------------------------------------

1.7 Legal status (natural person/partnership/close corporation/company/organisation/other - specify):
--

1.8 Full particulars in respect of *the individual/each director/shareholder/partner/member/office bearer:				
Name	Position	Identity number	Nationality	Country of permanent residence
.....
.....
.....
.....
.....
.....

2. PARTICULARS REGARDING THE TRANSFEREE

2.1 Full name:

2.2 *Identity number/Company or CC registration number:

--

2.3 Full *business/residential address:	2.4 Postal address:Postal code:
--	--

2.5 Telephone number:	2.6 Telefax number:
---------------------------------------	-------------------------------------

2.7 Legal status (natural person/partnership/close corporation/company/organisation/other - specify):
--

2.8 Full particulars in respect of *the individual/each director/shareholder/partner/member/office bearer:				
Name	Position	Identity number	Nationality	Country of permanent residence
.....
.....
.....
.....
.....
.....

3. PARTICULARS REGARDING THE AIRCRAFT

3.1 Present nationality and registration mark(s) of the aircraft:
--

3.2 South African registration letters, if registered:

3.3 Manufacturer of the aircraft:
--

3.4 Manufacturer's type designation:

.....
.....

3.5 Aircraft serial number:

.....
.....

3.6 Particulars of amount of shares in the aircraft to be transferred, if any:

.....
.....

*I/We
(Name(s) of signatory(signatories))

in *my/our capacity as
(Position)

of
(Name of transferor)

hereinafter referred to as the transferor, in consideration for
(Amount)

this day paid to *me/us/the transferor by
(Name of transferee)

hereinafter referred to as the transferee, hereby transfer to the transferee all *my/our/the transferor's rights in, to and under the deed of mortgage executed by

.....
(Name of mortgagor)

over the above-mentioned aircraft and recorded in the register of aircraft mortgages on

..... under register number
(Date)

Signed at on
(Date)

Name(s) of signatory (signatories)	Signature(s)
.....
.....
.....
.....
.....

I certify that the deponent(s) *has/have acknowledged that *he/she knows and understands/they know and understand the contents of this statement, which was signed and *affirmed/sworn to before me at

..... op
(Place) (Date)

.....
Commissioner of Oaths

Full name :

Business address :

Capacity :

Area :

I certify that the transfer of this mortgage has, in terms of section 9(1) of the Convention on the International Recognition of Rights in Aircraft Act, 1993 (Act No. 59 of 1993), been recorded in the register of aircraft mortgages.

Date of recording :

Time of recording : (local time)

Register number :

COMMISSIONER FOR CIVIL AVIATION

Annexure E

TV 2/374



REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF TRANSPORT : CIVIL AVIATION AUTHORITY

CONVENTION ON THE INTERNATIONAL RECOGNITION OF RIGHTS
IN AIRCRAFT ACT, 1993 (ACT No. 59 OF 1993)

DECLARATION OF TRANSMISSION OF RIGHTS IN AIRCRAFT MORTGAGE (REGULATION 5)

Notes:

- (i) This declaration must comply with the provisions of regulation 5 when it is submitted to the Commissioner for Civil Aviation.
- (ii) The original declaration, accompanied by two certified true copies thereof, must be submitted to the Commissioner for Civil Aviation, Private Bag X193, Pretoria, 0001.
- (iii) Where the required information cannot be furnished in the space provided, the information must be submitted as a separate memorandum and attached hereto.
- (iv) * Delete if not applicable.

1. PARTICULARS REGARDING THE DECLARANT

1.1 Full name:

1.2 Identity number:

1.3 Full *business/residential address:

1.4 Postal address:

Postal code:

1.5 Telephone

1.6 Telefax number:

2. PARTICULARS REGARDING THE AIRCRAFT

2.1 Present nationality and registration mark(s) of the aircraft:

.....

2.2 South African registration letters, if registered:

.....

2.3 Manufacturer of the aircraft:

.....

2.4 Manufacturer's type designation:

.....

2.5 Aircraft serial number:

.....

I
 (Full name of declarant)

hereby declare that
 (Full name of mortgagee)

whose name appears in the register of aircraft mortgages under register number

as mortgagee of the above-mentioned aircraft, *died/married me on
 (Date)

and that by virtue of such *death/marriage the rights in the said mortgage has been transmitted to me.

Signed at on
 (Date)

DECLARANT

I certify that the deponent has acknowledged that *he/she knows and understands the contents of this statement, which was signed and *affirmed/sworn to before me at

..... on
 (Place) (Date)

Commissioner of Oaths

Full name :

Business address :

.....

Capacity :

Area :

I certify that transmission of the interest of this aircraft mortgage has, in terms of section 10(2) of the Convention on the International Recognition of Rights in Aircraft Act, 1993 (Act No. 59 of 1993), been recorded in the register of aircraft mortgages.

Date of recording :

Time of recording : (local time)

Register number :

COMMISSIONER FOR CIVIL AVIATION

Annexure F

TV 2/375



REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF TRANSPORT : CIVIL AVIATION AUTHORITY

CONVENTION ON THE INTERNATIONAL RECOGNITION OF RIGHTS
IN AIRCRAFT ACT, 1993 (ACT No. 59 OF 1993)

APPLICATION FOR CERTIFICATE OF MORTGAGE (REGULATION 6)

Notes:

- (i) The original application must be submitted to the Commissioner for Civil Aviation, Private Bag X193, Pretoria, 0001.
- (ii) Where the required information cannot be furnished in the space provided, the information must be submitted as a separate memorandum and attached hereto.
- (iii) The original application must be accompanied by a certified true copy of the power of attorney granted to the person who is to enter into the mortgage on behalf of the registered owner.
- (iv) The original application must be signed by -
 - (a) the registered owner, if a registered owner is a natural person;
 - (b) the partner duly authorised to execute documents on its behalf, if the registered owner is a partnership; or
 - (c) the officer(s) duly authorised to execute documents on its behalf, if the registered owner is a company, close corporation or organisation.
- (v) * Delete if not applicable.

1. PARTICULARS REGARDING THE REGISTERED OWNER

1.1 Full name:

.....

.....

1.2 *Identity number/Company or CC registration number:

.....

1.3 Full *business/residential address:	1.4 Postal address:Postal code::
---	---

1.5 Telephone number:	1.6 Telefax number:
1.7 Legal status (natural person/partnership/close corporation/company/organisation/other - specify):	

1.8 Full particulars in respect of *the individual/each director/shareholder/partner/member/office bearer:				
Name	Position	Identity number	Nationality	Country of permanent residence
.....
.....
.....
.....
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.....
.....

2. PARTICULARS REGARDING THE PERSON WHO IS TO ENTER INTO THE MORTGAGE ON BEHALF OF THE REGISTERED OWNER

2.1 Full name:	2.2 Nationality:
---	---

3.6 Particulars of amount of shares in the aircraft to be mortgaged, if any:

.....

.....

*I/We
(Name(s) of signatory(signatories))

in *my/our capacity as
(Position)

of
(Name of registered owner)

wish to mortgage the above-mentioned aircraft by a deed of mortgage to be executed *in

.....
(Name of country)

/anywhere outside the Republic of South Africa for *the maximum amount of

.....
(Amount)

/no fixed maximum amount, which mortgage is to be entered into on *my/our behalf under *my/our power

of attorney granted from to
(Commencement date) (Expiry date)

Signed at on
(Date)

Name(s) of signatory (signatories)	Signature(s)
.....
.....
.....
.....
.....
.....
.....

I certify that the deponent(s) *has/have acknowledged that *he/she knows and understands/they know and understand the contents of this statement, which was signed and *affirmed/sworn to before me at

..... on
(Place) (Date)

.....
Commissioner of Oaths

Full name :

Business address :

.....

Capacity :

Area :

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Annexure G

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REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF TRANSPORT : CIVIL AVIATION AUTHORITY

CONVENTION ON THE INTERNATIONAL RECOGNITION OF RIGHTS
IN AIRCRAFT ACT, 1993 (ACT No. 59 OF 1993)APPLICATION FOR COPY OF LOST, DESTROYED OR DAMAGED
CERTIFICATE OF MORTGAGE (REGULATION 6)

Notes:

- (i) The original application must be submitted to the Commissioner for Civil Aviation, Private Bag X193, Pretoria, 0001.
- (ii) Where the required information cannot be furnished in the space provided, the information must be submitted as a separate memorandum and attached hereto.
- (iii) The original application must be signed by -
 - (a) the registered owner, if a natural person;
 - (b) the partner duly authorised to execute documents on its behalf, if the registered owner is a partnership; or
 - (c) the officer(s) duly authorised to execute documents on its behalf, if the registered owner is a company, close corporation or organisation.
- (iv) * Delete if not applicable.

1. PARTICULARS REGARDING THE REGISTERED OWNER

1.1 Full name:

.....

1.2 *Identity number/Company or CC registration number:

.....

[illegible]

*I/We
(Name(s) of signatory(signatories))
in *my/our capacity as
(Position)
of
(Name of registered owner)

hereby apply for the issue to *me/the registered owner of a certified copy of certificate of mortgage
number

The said certificate of mortgage has been *lost/destroyed/damaged under the following circumstances:

Commissioner of Oaths

Full name :

Business address :

Capacity :

Area :

The said certificate of mortgage has not been pledged and is not being detained by anyone as security for debt or otherwise, but has been actually lost and cannot be found though diligent search has been made thereon destroyed/damaged.

I/we undertake that if the said certificate of mortgage should come into my/our possession or custody I/we shall deliver it to the Commissioner for Civil Aviation.

Signed at on (Date)

Signature(s)	Name(s) of signatory (signatories)

I certify that the deponent(s) has/have acknowledged that he/she knows and understands fully and clearly the contents of this statement, which was signed and attested to in the presence of me at

Signed at on (Date)

Commissioner of Offshore

No. R. 1739

24 Desember 1997

**WET OP DIE KONVENSIE OOR DIE INTERNASIONALE ERKENNING VAN
REGTE IN LUGVAARTUIE, 1993 (WET No. 59 VAN 1993)**

Die Minister van Vervoer het kragtens artikel 14 van die Wet op die Konvensie oor die Internasionale Erkenning van Regte in Lugvaartuie, 1993 (Wet No. 59 van 1993), die regulasies in die Bylae uitgevaardig.

BYLAE**REGULASIES VIR DIE VERHIPOTEKERING VAN LUGVAARTUIE, 1997****Woordomskrywing**

1. In hierdie regulasies het 'n woord of uitdrukking waaraan 'n betekenis in die Wet geheg word, die betekenis aldus daaraan geheg en, tensy uit die samehang anders blyk, beteken—

“**beslote korporasie**” ’n beslote korporasie soos omskryf in artikel 1 van die Wet op Beslote Korporasies, 1984 (Wet No. 69 van 1984);

“**die Wet**” die Wet op die Konvensie oor die Internasionale Erkenning van Regte in Lugvaartuie, 1993 (Wet No. 59 van 1993);

“**lugvaartuig**” ook ’n aandeel in die lugvaartuig;

“**maatskappy**” ’n maatskappy soos omskryf in artikel 1 van die Maatskappywet, 1973 (Wet No. 61 van 1973);

“**Meester**” die Meester soos omskryf in artikel 1 van die Boedelwet, 1965 (Wet No. 66 van 1965).

Verbandakte

2. (1) ’n Verbandakte bedoel in artikel 4 (1) (a) van die Wet word—

(a) indien die bedoeling is om betaling van ’n kapitaalsom te waarborg, gedoen op ’n vorm wat in Aanhangsel A voorgeskryf word; en

(b) indien die bedoeling is om betaling te waarborg van die bedrag wat onder ’n lopende rekening verskuldig mag wees, gedoen op ’n vorm wat in Aanhangsel B voorgeskryf word.

(2) ’n Verbandakte bedoel in subregulasie (1) moet in drievoud aan die Kommissaris van Burgerlugvaart voorgelê word.

(3) ’n Verbandakte bedoel in subregulasie (1) word vir optekening ingedien op die datum en tyd wat dit deur die Kommissaris van Burgerlugvaart ontvang word.

(4) By die toepassing van artikel 4 (2) van die Wet besorg die Kommissaris van Burgerlugvaart die oorspronklike verbandakte terug aan die verbandhouer en stuur ’n kopie daarvan aan die verbandgewer.

Aflossing van verband

3. (1) ’n Kennisgewing van die aflossing van ’n verband beoog in artikel 5 van die Wet word gegee op ’n vorm wat in Aanhangsel C voorgeskryf word.

(2) ’n Kennisgewing van die aflossing van ’n verband bedoel in subregulasie (1) moet in drievoud aan die Kommissaris van Burgerlugvaart voorgelê word.

(3) Die Kommissaris van Burgerlugvaart besorg een afskrif van oorspronklike kennisgewing bedoel in subregulasie (1) terug aan die verbandhouer en stuur nog ’n kopie aan die verbandgewer.

Oordrag van verband

4. (1) ’n Oordrag van verband kragtens sessie-akte bedoel in artikel 9 (1) van die Wet word gedoen op ’n vorm wat in Aanhangsel D voorgeskryf word.

(2) ’n Sessie-akte bedoel in subregulasie (1) moet in viervoud aan die Kommissaris van Burgerlugvaart voorgelê word.

(3) Die Kommissaris van Burgerlugvaart besorg die oorspronklike sessie-akte terug aan die oordraer en ’n kopie daarvan aan onderskeidelik die oordragneer en die verbandhouer.

Verklaring van oorgang van regte by verband

5. (1) Die verklaring van oorgang bedoel in artikel 10 (1) van die Wet—

(a) word verly in die vorm wat in Aanhangsel E voorgeskryf word; en

(b) moet vergesel gaan van—

(i) die oorspronklike verbandakte; en

(ii) indien die oorgang plaasvind uit hoofde van ’n huwelik, ’n gesertifiseerde ware kopie van die register bedoel in artikel 29A van die Huwelikswet, 1961 (Wet No. 25 van 1961), of ander wettige bewys van die huwelik, en indien die oorgang plaasvind uit hoofde van ’n voorhuwelikse kontrak, ’n kopie van die voorhuwelikse kontrak wat deur ’n notaris gesertifiseer is; of

- (iii) indien die oorgang volg op 'n sterfgeval, 'n sertifikaat wat deur die Meester wat jurisdiksie het ten opsigte van die boedel van die oorlede persoon van wie die regte by 'n verband ten aansoek van 'n lugvaartuig oorgegaan het, geteken is, en die eksekuteursbrief van die eksekuteur of, indien geen Meester sodanige jurisdiksie het nie, enige ander bewys tot bevrediging van die Kommissaris van Burgerlugvaart van die oorgang.

(2) 'n Verklaring van oorgang bedoel in subregulasie (1) moet in drievoud aan die Kommissaris van Burgerlugvaart voorgelê word.

(3) Die Kommissaris van Burgerlugvaart besorg een kopie van die oorspronklike verklaring bedoel in subregulasie (1) aan die verklaarder en stuur nog 'n kopie aan die verbandgewer.

Verbandsertifikaat

6. (1) 'n Aansoek om 'n verbandsertifikaat bedoel in artikel 11 (1) van die Wet word gedoen op 'n vorm wat in Aanhangsel F voorgeskryf word.

(2) 'n Verbandsertifikaat bedoel in artikel 11 (3) van die Wet moet die volgende besonderhede bevat:

- (a) Die volle naam en adres van die persoon wat namens die geregistreerde eienaar die verband aangaan;
- (b) die maksimum bedrag van die verband, indien die bedoeling is om sodanige maksimum te bepaal;
- (c) die plek waar die betrokke volmag uitgeoefen moet word of, as geen plek bepaal is nie, 'n verklaring dat dit op enige plek uitgeoefen kan word, met inagneming van die bepalings van die Wet; en
- (d) die tydperk waarin die betrokke volmag uitgeoefen kan word.

(3) Die register bedoel in artikel 11 (5) van die Wet is die register van Suid-Afrikaanse lugvaartuie bedoel in Deel 47 van die Burgerlugvaartregulasies, 1997.

(4) 'n Aansoek om 'n nuwe verbandsertifikaat bedoel in artikel 12 van die Wet word gedoen op 'n vorm wat in Aanhangsel G voorgeskryf word.

Register van lugvaartuigverbande

7. (1) Die register van lugvaartuigverbande bedoel in artikel 4 (1) (b) van die Wet moet die volgende besonderhede bevat:

(a) Ten opsigte van die optekening van 'n verbandakte—

- (i) die volle naam van die verbandgewer;
- (ii) die identiteits- of registrasienuommer van die verbandgewer;
- (iii) die volle besigheids- of woonadres van die verbandgewer;
- (iv) die posadres van die verbandgewer;
- (v) die volle naam van die verbandnemer;
- (vi) die identiteits- of registrasienuommer van die verbandnemer;
- (vii) die volle besigheids- of woonadres van die verbandnemer;
- (viii) die datum van die verband;
- (ix) 'n beskrywing van die verhipotekeerde lugvaartuig, met inbegrip van die tipe, nasionaliteits- en registrasiemerke daarvan en lugvaartuigreeksnommer; en
- (x) die som wat deur die verband gewaarborg word en waar die gewaarborgde som 'n skommelende bedrag is, die boonste en onderste perke, indien enige;

(b) in die geval van die optekening van 'n aflossing van 'n lugvaartuigverband, die datum waarop die Kommissaris van Burgerlugvaart die verbandakte roeier;

(c) in die geval van die optekening van 'n sessie-akte van lugvaartuigverband—

- (i) die volle naam van die oordragnemer;
- (ii) die identiteits- of registrasienuommer van die oordragnemer;
- (iii) die volle besigheids- of woonadres van die oordragnemer;
- (iv) die posadres van die oordragnemer;

(d) in die geval van die optekening van 'n verklaring van oorgang van regte by lugvaartuigverband—

- (i) die volle naam van die verklaarder;
- (ii) die identiteitsnommer van die verklaarder;
- (iii) die volle besigheids- of woonadres van die verklaarder;
- (iv) die posadres van die verklaarder; en
- (v) die datum waarop die belang oorgegaan het; en

(e) in die geval van die uitreiking van 'n verbandsertifikaat—

- (i) die volle naam van die persoon wat namens die geregistreerde eienaar die verband sal aangaan;
- (ii) die volle besigheids- of woonadres van die persoon bedoel in subparagraaf (i);
- (iii) die volle naam van die geregistreerde eienaar;
- (iv) die volle besigheids- of woonadres van die geregistreerde eienaar;
- (v) 'n beskrywing van die lugvaartuig wat verhipotekeer gaan word;
- (vi) die maksimum bedrag van die verband, indien die bedoeling is om sodanige maksimum te bepaal;
- (vii) die land waar die betrokke volmag uitgeoefen gaan word; en
- (viii) die tydperk waarin die betrokke volmag uitgeoefen kan word.

(2) Die besonderhede bedoel in subregulasie (1) moet in die register aangeteken word binne 7 dae vanaf die datum van ontvangs daarvan deur die Kommissaris van Burgerlugvaart.

(3) Die register word op 'n veilige plek by die kantoor van die Kommissaris van Burgerlugvaart gehou.

Gelde

8. Die volgende gelde is betaalbaar wanneer aansoek gedoen word om—

	R c
(a) die optekening van 'n verband in die register van lugvaartuigverbande	200,00
(b) kennisgewing van aflos van verband	200,00
(c) oordrag van verband deur sessie akte	200,00
(d) verklaring van oorgang van regte by verband	200,00
(e) 'n verbandsertifikaat	150,00
(f) toegang tot die register van lugvaartuigverbande	20,00
(g) die verskaffing van inligting uit die register van lugvaartuigverbande (R1,00 per bladsy tot 'n maksimum van R100,00)	100,00

Prokurasies en voltooiing van dokumente

9. (1) Alle dokumente moet in swart ink van duursame gehalte onderteken word.

(2) Alle dokumente en kopieë daarvan moet in duidelik leesbare hand-, druk- of tikskrif van goeie gehalte voltooi word.

(3) Alle kopieë van die dokumente wat aan die Kommissaris van Burgerlugvaart voorgelê moet word, moet gesertifiseerde ware kopieë wees.

(4) Die Kommissaris van Burgerlugvaart kan weier om 'n dokument of kopie daarvan te aanvaar wat nie aan 'n bepaling van hierdie regulasie voldoen nie.

(5) In elke geval waar—

- (a) 'n vennoot gemagtig is om namens 'n vennootskap op te tree; of
- (b) 'n beampte gemagtig is om namens 'n maatskappy, beslote korporasie, organisasie of ander regs persoon op te tree,

moet die betrokke prokurasie aan die Kommissaris van Burgerlugvaart voorgelê word.

Kort titel

10. Hierdie regulasies heet die Regulasies vir die Verhipotekering van Lugvaartuie, 1997.

Aanhangsel A

TV 2/370



REPUBLIEK VAN SUID-AFRIKA

DEPARTEMENT VAN VERVOER : BURGERLUGVAARTOWERHEID

WET OP DIE KONVENSIË OOR DIE INTERNASIONALE ERKENNING VAN
REGTE IN LUGVAARTUIE, 1993 (WET No. 59 VAN 1993)

VERBANDAKTE (OM KAPITAALSOM EN RENTE TE WAARBORG) (REGULASIE 2)

Aantekeninge:

- (i) Die oorspronklike verbandakte, vergesel van twee gesertifiseerde ware kopieë daarvan, moet aan die Kommissaris van Burgerlugvaart, Privaatsak X193, Pretoria, 0001, voorgelê word.
- (ii) Indien die gevraagde inligting nie in die ruimte wat voorsien is, verskaf kan word nie, moet die inligting as 'n aparte memorandum ingedien word en hierby aangeheg word.
- (iii) Die verbandakte moet onderteken wees deur -
 - (a) die verbandgewer, indien hy of sy 'n natuurlike persoon is;
 - (b) die vennoot wat behoorlik gemagtig is om dokumente namens die verbandgewer te verly, indien die verbandgewer 'n vennootskap is; of
 - (c) die beampte(s) wat behoorlik gemagtig is om dokumente namens die verbandgewer te verly, indien die verbandgewer 'n maatskappy, beslote korporasie of organisasie is.
- (iv) * Skrap indien nie van toepassing nie.

1. BESONDERHEDE VAN DIE VERBANDGEWER

1.1 Volle naam:

1.2 *Identiteitsnommer/Maatskappy of BK-registrasienommer:

1.3 Volle *besigheids/ woonadres:

1.4 Posadres:

..... Poskode:

1.5 Telefoonnommer:

1.6 Telefaksnommer:?

1.7 Welke status (natuurlike persoon/vennootskap/beslote korporasie/maatskappy/organisasie/ander - spesifiseer):

1.8 Volle besonderhede van *die individu/elke direkteur/aandeelhouer/vennootlid/ampsdraer:

[illegible]

2. BESONDERHEDE VAN DIE VERBANDHOUER

2.1 Volle naam:

2.2 *Identiteitsnommer/Maatskappy of BK-registrasienommer:

2.3 Volle *besigheids/woonadres:

2.4 Posadres:

. Poskode:

2.5 Telefoonnummer:

2.6 Telefaksnummer:

2.7 Wetlike status (natuurlike persoon/vennootskap/beslote korporasie/maatskappy/organisasie/ander - spesifiseer):

2.8 Volle besonderhede van *die individu/elke direkteur/aandeehouer/vennootlid/ampsdraer:

[illegible]

3. BESONDERHEDE VAN DIE LUGVAARTUIG

3.1 Huidige nasionaliteit- en registrasiemerk(e) van die lugvaartuig:

3.2 Suid-Afrikaanse registrasietekens, indien geregistreer:

3.3 Vervaardiger van die lugvaartuig:

3.4 Vervaardiger se benaming:

3.5 Lugvaartuigreeksnommer:

3.6 Besonderhede oor omvang van verhipotekeerde aandele in die lugvaartuig, as daar is:

*Ek/Ons
 (Naam (name) van ondertekenaar(s))

in *my/ons hoedanigheid as
 (Posisie)

van
 (Naam van verbandgewer)

hierna genoem die verbandgewer, ter vergoeding van
 (Bedrag)

hierna genoem die kapitaalsom, hierdie dag geleen aan *my/ons/die verbandgewer deur
 (Naam van verbandhouer)

hierna genoem die verbandhouer, sluit hierby namens *myself/onself/die verbandgewer en *my/ons/sy/haar opvolgers in regte, 'n kontrak met die verbandhouer en *sy/haar opvolgers in regte -

(a) dat *ek/ons/die verbandgewer of *my/ons/sy/haar opvolgers in regte aan die verbandhouer of *sy/haar opvolgers in regte, die kapitaalsom sal betaal tesame met rente daarop teen die koers vanpersent per jaar op en
 (Datum)

(b) indien die kapitaalsom nie op die genoemde datum betaal is nie, *ek/ons/die verbandgewer of *my/ons/sy/haar opvolgers in regte, gedurende die tyd wat die kapitaalsom of enige gedeelte daarvan verskuldig bly, aan die verbandhouer of *sy/haar opvolgers in regte, rente sal betaal op die hele som of sodanige gedeelte daarvan wat tydelik verskuldig bly, teen die koers vanpersent per jaar, inpaaieente op
 (Datum(s))

in elke jaar, en om 'n betel waarborg aan die verbandhouer te verleen vir die terugbetaling op die wyse voormeld van die kapitaalsom en rente, verhipotekeer *ek/ons/die verbandgewer aan die verbandhouer die bogenoemde lugvaartuig waarvan *ek/ons/hy/sy die eienaar(s) is.

*Ek/Ons/Die verbandgewer, namens *myself/onself/homself/haarself en *my/ons/sy/haar opvolgers in regte, waarborg aan die verbandhouer en *sy/haar opvolgers in regte, en verklaar hierby dat *ek/ons/die verbandgewer volmag besit om op die wyse voormeld die bogenoemde lugvaartuig te verhipotekeer, en dat die genoemde lugvaartuig vry is van beswarings *behalwe soos in die register van lugvaartuigverbande verskyn.

Geleken te op
(Datum)

Naam/name van ondertekenaar(s)	Handtekening(e)
.....
.....
.....
.....
.....

Ek bevestig dat die deponent(e) erken dat *hy/sy/hulle vertrouwd is met die inhoud van hierdie verklaring en dit begryp, welke verklaring voor my onderteken en *bevestig/beëdig is te

..... op
(Plek) (Datum)

.....
Kommissaris van Ede

Volle naam :

Besigheidsadres :

Hoedanigheid :

Gebied :

Ek sertifiseer dat hierdie verband ingevolge artikel 4(2) van die Wet op die Konvensie oor die Internasionale Erkenning van Regte in Lugvaartuie, 1993 (Wet No. 59 van 1993), in die register van lugvaartuigverbande opgeteken is.

Datum van optekening :

Tyd van optekening : (plaaslike tyd)

Registernommer :

Aanhangsel B

TV 2/371



REPUBLIEK VAN SUID-AFRIKA

DEPARTEMENT VAN VERVOER : BURGERLUGVAAROWERHEID

WET OP DIE KONVENSIE OOR DIE INTERNASIONALE ERKENNING VAN
REGTE IN LUGVAARTUIE, 1993 (WET No. 59 VAN 1993)

VERBANDAKTE (OM LOPENDE REKENING TE WAARBORG) (REGULASIE 2)

Aantekeninge:

- (i) Die oorspronklike verbandakte, vergesel van twee gesertifiseerde ware kopieë daarvan, moet aan die Kommissaris van Burgerlugvaart, Privaatsak X193, Pretoria, 0001, voorgelê word.
- (ii) Indien die gevraagde inligting nie in die ruimte wat voorsien is, verskaf kan word nie, moet die inligting as 'n aparte memorandum ingedien word en hierby aangeheg word.
- (iii) Die verbandakte moet onderteken wees deur -
 - (a) die verbandgewer, indien hy of sy 'n natuurlike persoon is;
 - (b) die vennoot wat behoorlik gemagtig is om dokumente namens die verbandgewer te verly, indien die verbandgewer 'n vennootskap is; of
 - (c) die beampte(s) wat behoorlik gemagtig is om dokumente namens die verbandgewer te verly, indien die verbandgewer 'n maatskappy, beslote korporasie of organisasie is.
- (iv) * Skrap indien nie van toepassing nie.

1. BESONDERHEDE VAN DIE VERBANDGEWER

1.1 Volle naam:

1.2 *Identiteitsnommer/Maatskappy of BK-registrasienommer:

1.3 Volle *besigheids/woonadres:

1.4 Posadres:

Poskode:

1.5 Telefoonnommer:

1.6 Telefaksnommer:

3. BESONDERHEDE VAN DIE LUGVAARTUIG

3.1 Huidige nasionaliteit- en registrasiemerk(e) van die lugvaartuig:

3.2 Suid-Afrikaanse registrasietekens, indien geregistreer:

3.3 Vervaardiger van die lugvaartuig:

3.4 Vervaardiger se benaming:

3.5 Lugvaartuigreeksnommer:

3.6 Besonderhede oor omvang van verhipotekeerde aandele in die lugvaartuig, as daar is:

Nademaal daar 'n lopende rekening bestaan tussen

(Naam van verbandgewer)

en

(Naam van verbandhouer)

uit hoofde van

(Beskrywing van die aard van die transaksie om sodoende aan te toon hoe die kapitaal en rente verskuldig

te enige gegewe tyd vasgestel moet word, en die wyse en tyd waarop betaling moet geskied)

Derhalwe sluit *ek/ons

(Naam (name) van ondertekenaar(s))

in *my/ons hoedanigheid as

(Posisie)

van,

(Naam van verbandgewer)

hiema genoem die verbandgewer, ter vergoeding van die premis met betrekking tot *myself/onself/die verbandgewer en *my/ons/sy/haar opvolgers in rege, 'n kontrak met

(Naam van verbandhouer)

hiema genoem die verbandhouer, en *sy/haar opvolgers in rege, om aan *hom/haar te betaal die bedrae tydelik verskuldig op hierdie waarborg, hetsy by wyse van kapitaal of rente, op die tye en wyse voormeld, en ten einde 'n beter waarborg aan die verbandhouer te gee vir betaling van sodanige bedrae soos vermeld, verhipotekeer *ek/ons/die verbandgewer hierby aan die verbandhouer die bogenoemde lugvaartuig waarvan *ek/ons/die verbandgewer die eienaar(s) is.

*Ek/Ons/Die verbandgewer, namens *myself/onself/homself/haarself en *my/ons/sy/haar opvolgers in regle, waarborg aan die verbandhouer en *sy/haar opvolgers in regle, en verklaar hierby dat *ek/ons/die verbandgewer volmag besit om op die wyse voormeld die bogenoemde lugvaartuig te verhipotekeer, en dat die genoemde lugvaartuig vry is van beswarings *behalwe soos in die register van lugvaartuigverbande verskyn.

Geleken te op
(Datum)

Naam/name van ondertekenaar(s)	Handtekening(e)
.....
.....
.....
.....
.....

Ek bevestig dat die deponent(e) erken dat *hy/sy/hulle vertrouwd is met die inhoud van hierdie verklaring en dit begryp, welke verklaring voor my onderteken en *bevestig/beëdig is te

..... op
(Plek) (Datum)

.....
Kommissaris van Ede

Volle naam

Besigheidsadres

Hoedanigheid :

Gebied :

Ek sertifiseer dat hierdie verband ingevolge artikel 4(2) van die Wet op die Konvensie oor die Internasionale Erkenning van Regle in Lugvaartuie, 1993 (Wet No. 59 van 1993), in die register van lugvaartuigverbande opgeteken is.

Datum van oplekening :

Tyd van oplekening : (plaaslike tyd)

Registernommer :

KOMMISSARIS VAN BURGERLUGVAART

Aanhangsel C

TV 2/372



REPUBLIEK VAN SUID-AFRIKA

DEPARTEMENT VAN VERVOER : BURGERLUGVAAROWERHEID

WET OP DIE KONVENSIE OOR DIE INTERNASIONALE ERKENNING VAN
REGTE IN LUGVAARTUIE, 1993 (WET No. 59 VAN 1993)

KENNISGEWING VAN AFLOSSING VAN LUGVAARTUIGVERBAND (REGULASIE 3)

Aantekeninge:

- (i) Die oorspronklike kennisgewing vergesel van twee gesertifiseerde ware kopieë daarvan, moet aan die Kommissaris van Burgerlugvaart, Privaatsak X193, Pretoria, 0001, voorgelê word.
- (ii) Indien die gevraagde inligting nie in die ruimte wat voorsien is, verskaf kan word nie, moet die inligting as 'n aparte memorandum ingedien word en hierby aangeheg word.
- (iii) Die oorspronklike kennisgewing moet vergesel gaan van die oorspronklike verbandakte.
- (iv) Die oorspronklike kennisgewing moet onderteken wees deur -
 - (a) die verbandhouer, indien hy of sy 'n natuurlike persoon is;
 - (b) die vennoot wat behoorlik gemagtig is om dokumente namens die verbandhouer te verly, indien die verbandhouer 'n vennootskap is; of
 - (c) die beampte(s) wat behoorlik gemagtig is om dokumente namens die verbandhouer te verly, indien die verbandhouer 'n maatskappy, beslote korporasie of organisasie is.
- (iv) * Skrap indien nie van toepassing nie.

*EK/Ons

(Naam (name) van ondertekenaar(s))

in *my/ons hoedanigheid as

(Posisie)

van

(Naam van verbandhouer)

erken ontvangs van die bedrag van

ter *(gedeeltelike) aflossing van die lugvaartuigverband toegestaan deur

(Naam van verbandgewer)

in *my/ons guns/die guns van

(Naam van verbandhouer)

gedateer

en opgeteken in die register van lugvaartuigverbande

op kragtens registernommer

Geleken te op
(Datum)

Naam/name van ondertekenaar(s)	Handtekening(e)
.....
.....
.....
.....
.....

Ek bevestig dat die deponent(e) erken dat *hy/sy/hulle vertrou is met die inhoud van hierdie verklaring en dit begryp, welke verklaring voor my onderteken en *bevestig/beëdig is te

..... op
(Plek) (Datum)

Kommissaris van Ede

Volle naam :

Besigheidsadres :

Hoedanigheid :

Gebied :

Ek sertifiseer dat die aflossing van hierdie verband ingevolge artikel 5 van die Wet op die Konvensie oor die Internasionale Erkenning van Regte in Lugvaartuie, 1993 (Wet No. 59 van 1993), in die register van lugvaartuigverbande opgeteken is.

Datum van optekening :

Tyd van optekening : (plaaslike tyd)

Registernommer :

KOMMISSARIS VAN BURGERLUGVAART

Aanhangsel D

TV 2/373



REPUBLIEK VAN SUID-AFRIKA

DEPARTEMENT VAN VERVOER : BURGERLUGVAARTOWERHEID

WET OP DIE KONVENSIE OOR DIE INTERNASIONALE ERKENNING VAN
REGTE IN LUGVAARTUIG, 1993 (WET No. 59 VAN 1993)

SESSIE-AKTE VAN LUGVAARTUIGVERBAND (REGULASIE 4)

Aantekeninge:

- (i) Die oorspronklike sessie-akte, vergesel van twee gesertifiseerde ware kopieë daarvan, moet aan die Kommissaris van Burgerlugvaart, Privaatsak X193, Pretoria, 0001, voorgelê word.
- (ii) Indien die gevraagde inligting nie in die ruimte wat voorsien is, verskaf kan word nie, moet die inligting as 'n aparte memorandum ingedien word en hierby aangeheg word.
- (iii) Die sessie-akte moet vergesel gaan van die oorspronklike verbandakte.
- (iii) Die sessie-akte moet onderteken wees deur -
 - (a) die oordraer, indien hy of sy 'n natuurlike persoon is;
 - (b) die vennoot wat behoorlik gemagtig is om dokumente namens die oordraer te verly, indien die oordraer 'n vennootskap is; of
 - (c) die beampte(s) wat behoorlik gemagtig is om dokumente namens die oordraer te verly, indien die oordraer 'n maatskappy, beslote korporasie of organisasie is.
- (iv) * Skrap indien nie van toepassing nie.

1. BESONDERHEDE VAN DIE OORDRAER

1.1 Volle naam:

1.2 *Identiteitsnommer/Maatskappy of BK-registrasienommer:

1.3 Volle *besigheids/ woonadres:

1.4 Posadres:

Poskode:

1.5 Telefoonnommer:

1.6 Telefaksnommer:

1.7 Wetlike status (natuurlike persoon/vennootskap/beslote korporasie/maatskappy/organisasie/ander - spesifiseer):

1.8 Volle besonderhede van *die individu/elke direkteur/aandeehouer/vennootlid/ampsdraer:

Naam	Posisie	Identiteitsnommer	Nasionaliteit	Land van permanente verblyf
.....
.....
.....
.....
.....

2. BESONDERHEDE VAN DIE OORDRAGNEMER

2.1 Volle naam:

2.2 Identiteitsnommer/Maatskappy of BK-registrasienommer:

2.3 Volle *besigheids/ woonadres:

2.4 Posadres:

Poskode:

2.5 Telefoonnummer:

2.6 Telefaksnummer:

2.7 Wetlike status (natuurlike persoon/vennootskap/beslote korporasie/maatskappy/organisasie/ander - spesifiseer):

2.8 Volle besonderhede van *die individu/elke direkteur/aandeelhouer/vennoot/vlid/ampsdraer:

[illegible]

3. BESONDERHEDE VAN DIE LUGVAARTUIG**3.1** Huidige nasionaliteit- en registrasiemerk(e) van die lugvaartuig:**3.2** Suid-Afrikaanse registrasielekens, indien geregistreer:**3.3** Vervaardiger van die lugvaartuig:**3.4** Vervaardiger se benaming:**3.5** Lugvaartuigreeksnommer:**3.6** Besonderhede oor omvang van aandele in die lugvaartuig wat oorgedra gaan word, as daar is:

*Ek/Ons
(Naam (name) van ondertekenaar(s))

in *my/ons hoedanigheid as
(Posisie)

van
(Naam van oordraer)

hierna genoem die oordraer, ter vergoeding van
(Bedrag)

hierdie dag aan *my/ons/die oordraer betaal deur
(Naam van oordragnemer)

hierna genoem die oordragnemer, dra hierby oor aan die oordragnemer al *my/ons/die oordraer se regte in, tot en kragtens die verbandakte verly deur

.....
(Naam van verbandgewer)

oor die bogenoemde lugvaartuig en opgeteken in die register van lugvaartuigverbande op

..... kragtens registernommer
(Datum)

Geleken te op
(Datum)

Náam/name van ondertekenaar(s)	Handtekening(e)
.....
.....
.....
.....
.....

Ek bevestig dat die deponent(e) erken dat *hy/sy/hulle vertrou is met die inhoud van hierdie verklaring en dit begryp, welke verklaring voor my onderteken en *bevestig/beëdig is te

..... op
 (Plek) (Datum)

VERKLARING VAN OORGANGS WETTE BY LUGVAARTUIGVERBAND (REGULASIE 5)

Aantekeninge:
 (1) Hierdie verklaring word aan die oorgangs wet No. 59 van 1993, in die register van lugvaartuigverbande opgeteken.

Kommissaris van Ede

Volle naam :

Besigheidsadres :

Hoedanigheid :

Gebied :

Ek sertifiseer dat die oordrag van hierdie verband ingevolge artikel 9(1) van die Wet op die Konvensie oor die Internasionale Erkenning van Regte in Lugvaartuie, 1993 (Wet No. 59 van 1993), in die register van lugvaartuigverbande opgeteken is.

Datum van optekening :

Tyd van optekening : (plaaslike tyd)

Registernommer :

KOMMISSARIS VAN BURGERLUGVAART

Aanhangsel E

TV 2/374



REPUBLIEK VAN SUID-AFRIKA

DEPARTEMENT VAN VERVOER : BURGERLUGVAARTOWERHEID

WET OP DIE KONVENSIE OOR DIE INTERNASIONALE ERKENNING VAN
REGTE IN LUGVAARTUIE, 1993 (WET No. 59 VAN 1993)

VERKLARING VAN OORGANG VAN REGTE BY LUGVAARTUIGVERBAND (REGULASIE 5)

Aantekeninge:

- (i) Hierdie verklaring moet aan die bepalinge van regulasie 5 voldoen wanneer dit aan die Kommissaris van Burgerlugvaart voorgelê word.
- (ii) Die oorspronklike verklaring, vergesel van twee gesertifiseerde ware kopieë daarvan, moet aan die Kommissaris van Burgerlugvaart, Privaatsak X193, Pretoria, 0001, voorgelê word.
- (iii) Indien die gevraagde inligting nie in die ruimte wat voorsien is, verskaf kan word nie, moet die inligting as 'n aparte memorandum ingedien word en hierby aangeheg word.
- (iv) * Skrap indien nie van toepassing nie.

1. BESONDERHEDE VAN DIE VERKLAARDER

1.1 Volle naam:

1.2 Identiteitsnommer:

1.3 Volle *besigheids/woonadres:

1.4 Posadres:

Poskode:

1.5 Telefoonnommer:

1.6 Telefaksnommer:

2. BESONDERHEDE VAN DIE LUGVAARTUIG

2.1 Huidige nasionaliteit- en registrasiemerk(e) van die lugvaartuig:

2.2 Suid-Afrikaanse registrasielekens, indien gereistreer:

2.3 Vervaardiger van die lugvaartuig:

2.4 Vervaardiger se benaming:

2.5 Lugvaartuigreeksnommer:

Ek
(Volle naam van verklaarder)

verklaar hierby dat
(Volle naam van verbandhouer)

wie se naam in die register van lugvaartuigverbande kragtens registrernommer
verskyn as verbandhouer van die bogenoemde lugvaartuig, *oorlede is/met my in die huwelik getree het

op
(Date/Datum)

en dat uit hoofde van sodanige *dood/huwelik die regte by die genoemde verband aan my oorgedra is.

Geteken te op
(Datum)

VERKLAARDER

Ek bevestig dat die deponent erken dat *hy/sy vertrou is met die inhoud van hierdie verklaring en dit begryp, welke verklaring voor my onderteken en *bevestig/beëdig is te

..... op
(Plek) (Datum)

Kommissaris van Ede

Volle naam :

Besigheidsadres :

Hoedanigheid :

Gebied :

Ek sertifiseer dat die oorgang van die belang in hierdie lugvaartuigverband ingevolge artikel 10(2) van die Wet op die Konvensie oor die Internasionale Erkenning van Regte in Lugvaartuie, 1993 (Wet No. 59 van 1993), in die register van lugvaartuigverbande opgeteken is.

Datum van optekening :

Tyd van optekening : (plaaslike tyd)

Registernommer :

KOMMISSARIS VAN BURGERLUGVAART

Aanhangsel F

TV 2/375



REPUBLIEK VAN SUID-AFRIKA

DEPARTEMENT VAN VERVOER : BURGERLUGVAARTOWERHEID

WET OP DIE KONVENSIË OOR DIE INTERNASIONALE ERKENNING VAN
REGTE IN LUGVAARTUIE, 1993 (WET No. 59 VAN 1993)

AANSOEK OM VERBANDSERTIFIKAAT (REGULASIE 6)

Aantekeninge:

- (i) Die oorspronklike aansoek moet aan die Kommissaris van Burgerlugvaart, Privaatsak X193, Pretoria, 0001, voorgelê word.
- (ii) Indien die gevraagde inligting nie in die ruimte wat voorsien is, verskaf kan word nie, moet die inligting as 'n aparte memorandum ingedien word en hierby aangeheg word.
- (iii) Die oorspronklike aansoek moet vergesel gaan van 'n gesertifiseerde ware afskrif van die volmag wat aan die persoon wat die verband namens die geregistreerde eienaar sal aangaan, verleen is.
- (iv) Die verbandakte moet onderteken wees deur -
- (a) die geregistreerde eienaar, indien hy of sy 'n natuurlike persoon is;
 - (b) die vennoot wat behoorlik gemagtig is om dokumente namens die geregistreerde eienaar te verly, indien die geregistreerde eienaar 'n vennootskap is; of
 - (c) die beampte(s) wat behoorlik gemagtig is om dokumente namens die geregistreerde eienaar te verly, indien die geregistreerde eienaar 'n maatskappy, beslote korporasie of organisasie is.
- (v) * Skrap indien nie van toepassing nie.

1. BESONDERHEDE VAN DIE GEREГИSTREERDE EIENAAR

1.1 Volle naam:

1.2 *Identiteitsnommer/Maatskappy of BK-registrasienommer:

1.3 Volle *besigheids/woonadres:

1.4 Posadres:

Poskode:

1.5 Telefoonnommer:

1.6 Telefaksnommer:

1.7 Wetlike status (natuurlike persoon/vennootskap/beslote korporasie/maatskappy/organisasie/ander - spesifiseer):

1.8 Volle besonderhede van *die individu/elke direkteur/aandeehouer/vennoot/lid/ampsdraer:

Naam	Posisie	Identiteitsnommer	Nasionaliteit	Land van permanente verblyf
.....
.....
.....
.....
.....
.....

2. BESONDERHEDE VAN DIE PERSOON WAT DIE VERBAND NAMENS DIE GEREGETREERDE EIENAAR SAL AANGAAN

2.1 Volle naam:

2.2 Nasionaliteit:

2.3 Volle besigheids/woonadres:

2.4 Posadres:

Poskode:

2.5 Telefoonnommer:

2.6 Telefaksnommer:

2.7 Wetlike status (natuurlike persoon/vennootskap/beslote korporasie/maatskappy/organisasie/ander - spesifiseer):

3. BESONDERHEDE VAN DIE LUGVAARTUIG

3.1 Huidige nasionaliteit- en registrasiemerk(e) van die lugvaartuig:

3.2 Suid-Afrikaanse registrasietekens, indien geregistreer:

3.3 Vervaardiger van die lugvaartuig:

3.4 Vervaardiger se benaming:

3.5 Lugvaartuigreeksnommer:

3.6 Besonderhede oor omvang van aandele in die lugvaartuig wat verhipotekeer gaan word, as daar is:

*Ek/Ons
(Naam (name) van ondertekenaar(s))

in *my/ons hoedanigheid as
(Posisie)

van
(Naam van geregistreerde eienaar)

wil die bogenoemde lugvaartuig verhipotekeer deur 'n verbandakte wat verly gaan word *in

.....
(Naam van land)

/waar ook al buite die Republiek van Suid-Afrika vir *die maksimum bedrag van

.....
(Bedrag)

/geen vasgestelde maksimum bedrag, welke verband aangegaan gaan word namens *my/ons

kraglens *my/ons volmag wat verleen is vanaf
(Aanvangsdatum)

tot
(Vervaldatum)

Geteken te op
(Datum)

Naam/name van ondertekenaar(s)	Handtekening(e)
.....
.....
.....
.....
.....

Ek bevestig dat die deponent(e) erken dat *hy/sy/hulle vertrouwd is met die inhoud van hierdie verklaring en dit begryp, welke verklaring voor my onderteken en *bevestig/beëdig is te

..... op
(Plek) (Datum)

.....
Kommissaris van Ede

Volle naam :

Besigheidsadres :

Hoedanigheid :

Gebied :

Aanhangsel G

TV 2/376



REPUBLIEK VAN SUID-AFRIKA

DEPARTEMENT VAN VERVOER : BURGERLUGVAARTOWERHEID

WET OP DIE KONVENSIE OOR DIE INTERNASIONALE ERKENNING VAN
REGTE IN LUGVAARTUIE, 1993 (WET No. 59 VAN 1993)AANSOEK OM AFSKRIF VAN VERLORE, VERNIETIGDE OF BESKADIGDE
VERBANDSERTIFIKAAT (REGULASIE 6)

Aantekeninge:

- (i) Die oorspronklike aansoek moet aan die Kommissaris van Burgerlugvaart, Privaatsak X193, Pretoria, 0001, voorgelê word.
- (ii) Indien die gevraagde inligting nie in die ruimte wat voorsien is, verskaf kan word nie, moet die inligting as 'n aparte memorandum ingedien word en hierby aangeheg word.
- (iii) Die oorspronklike aansoek moet onderteken wees deur -
 - (a) die geregistreerde eienaar, indien hy of sy 'n natuurlike persoon is;
 - (b) die vennoot wat behoorlik gemagtig is om dokumente namens die geregistreerde eienaar te verly, indien die geregistreerde eienaar 'n vennootskap is; of
 - (c) die beampte(s) wat behoorlik gemagtig is om dokumente namens die geregistreerde eienaar te verly, indien die geregistreerde eienaar 'n maatskappy, beslote korporasie of organisasie is.
- (iv) * Skrap indien nie van toepassing nie.

1. BESONDERHEDE VAN DIE GEREISTREERDE EIENAAR

1.1 Volle naam:

1.2 *Identiteitsnommer/Maatskappy of BK-registrasienommer;

1.3 Volle *besigheids/woonadres:

1.4 Posadres:

..... Poskode:

1.5 Telefoonnommer:

1.6 Telefaksnommer:

Die genoemde verbandsertifikaat is nie verpand nie en word nie deur enigiemand as sekuriteit vir skuld of op 'n ander wyse agtergehou nie, maar *het werklik verlore geraak en kan nie gevind word nie ofskoon sorgvuldige nasporing daarvoor gedoen is/is werklik vernietig/beskadig.

*Ek/Ons ondemeem dat indien die genoemde verbandsertifikaat in *my/ons besit of bewaring kom *ek/ons dit aan die Kommissaris van Burgerlugvaart sal besorg.

Geteken te op
(Datum)

Naam/name van ondertekenaar(s)	Handtekening(e)
.....
.....
.....
.....
.....

Ek bevestig dat die deponent(e) erken dat *hy/sy/hulle vertrou is met die inhoud van hierdie verklaring en dit begryp, welke verklaring voor my onderteken en *bevestig/beëdig is te

..... op
(Plek) (Datum)

.....
Kommissaris van Ede

Volle naam :

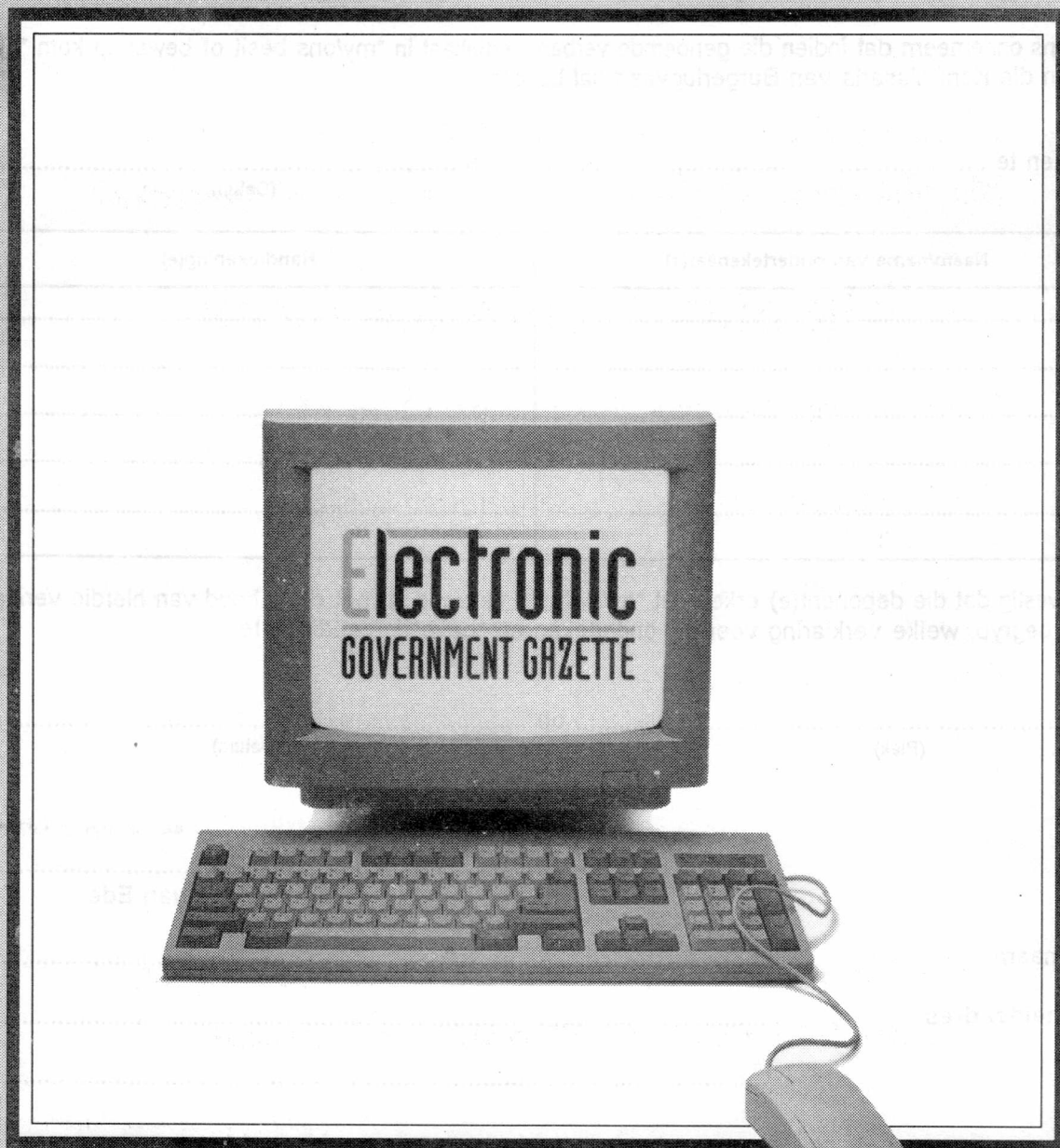
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Hoedanigheid :

Gebied :



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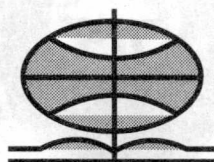
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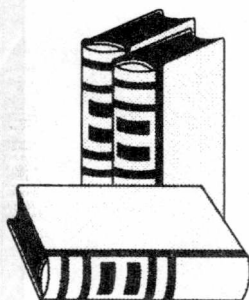
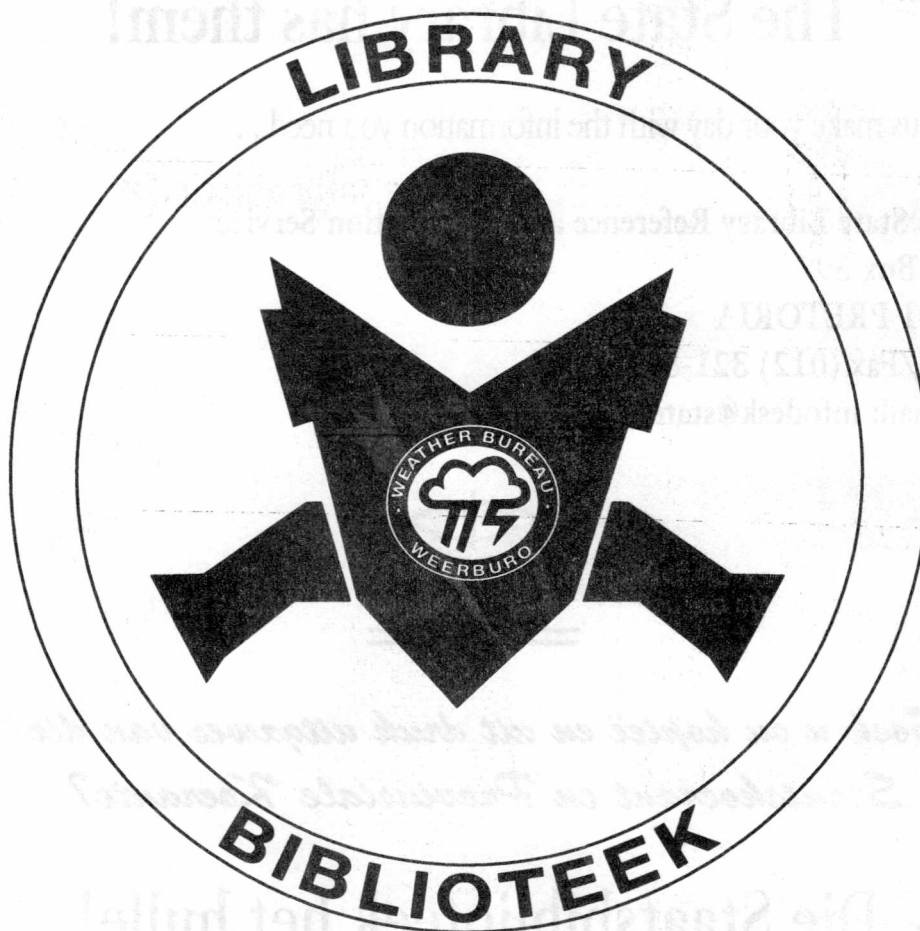
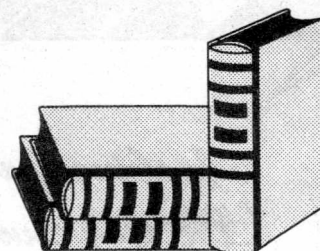
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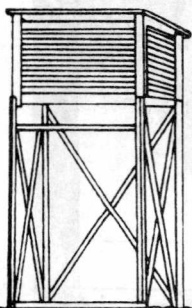
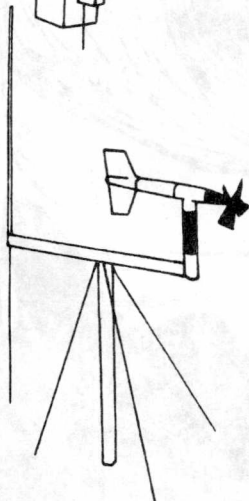
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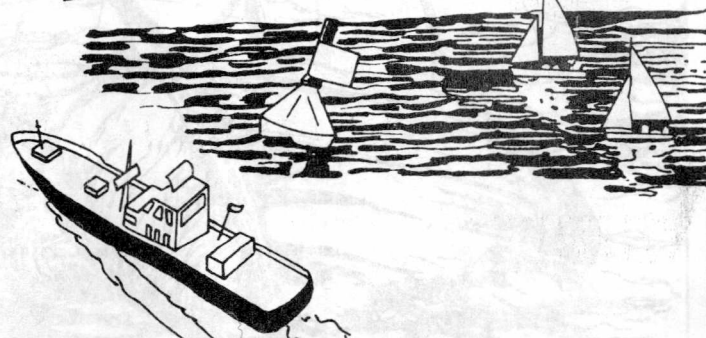
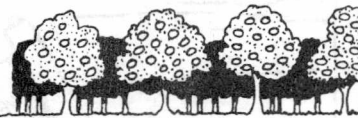
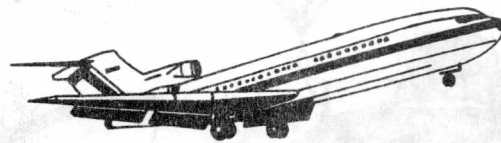
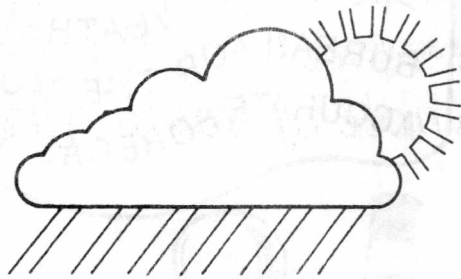
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DIE WEERBURO: DEPARTEMENT VAN OMGEWINGSAKE EN TOERISME
THE WEATHER BUREAU: DEPARTMENT OF ENVIRONMENTAL AFFAIRS & TOURISM

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