



REPUBLIC OF ZAMBIA

# GOVERNMENT GAZETTE

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GAZETTE NOTICE No. 543 of 2012

[3954760

The Energy Regulation Act  
Chapter 436 of the Laws of Zambia

## **ZESCO Conditions of Supply of Electricity, 2012**

Members of the General Public are hereby informed that the Energy Regulation Board has approved the following conditions of Supply for ZESCO Limited as the ones to apply, in accordance with the provisions of the Energy Regulation Act Chapter 436 of the Laws of Zambia.

These new conditions of supply shall supersede those approved and published previously

**ZESCO Limited**

### **Conditions of Supply**

#### *Section One*

These Conditions of Supply shall be known as the 2012 ZESCO Conditions of Supply (2012) and shall apply to the relationship between ZESCO and its customers until revised with the approval of the Energy Regulation Board.

#### *Interpretations*

The following words and expressions shall have the meanings assigned to them except where the context otherwise requires:

**'Customer'** Means any consumer of, or an Applicant for, electricity service

**'The Company'** Means ZESCO Limited

**'Contract of Supply'** Means a contract entered into between The Company and a customer for the supply of electricity

**'Connection Fee'** Means the fee paid by the Customer for ZESCO to connect the service wire and the meter

**'ERB'** Means the Energy Regulation Board

**'Installation'** Means fixed electrical wiring and all associated components belonging to a Customer or applicant that are situated on the Customer's premises and are connected to the Company's supply system

**'MCB'** Means miniature circuit breaker

**'MCCB'** Means molded case circuit breaker

**'Point of supply'** Means the actual position or location of the point at which power is, was or shall be supplied or connected to a premises by the company

**'Power'** Means electricity

**'Premises'** Means a structure, location, yard, enclosure, perimeter or any other property or place to which electricity is supplied or is to be supplied

**'Security Deposit'** Means any monies paid to the Company by the Customer as a guarantee against defaulting on payment of electricity bills. This deposit is refundable upon termination of the Contract of Supply less any monies owing to the Company.

**'Supply'** Means electricity supplied by the Company.

The headings are for reference purposes only and shall not affect the construction or interpretation of these Conditions of Supply.

*Section Two***2. SUPPLY OF ELECTRICITY**

The supply of electricity is subject to the terms of these conditions of supply, the provisions of the Electricity Act, the Energy Regulation Act, Electricity By-laws, regulations and any other subsidiary legislation affecting the supply of electricity as amended from time to time. These conditions shall not be deemed to limit or derogate from the rights of the Company.

A Customer who moves out of the premises where he is receiving supply shall inform the Company and terminate the Contract of supply within 48 hours of leaving the premises. Failure to do so may result in the Customer being liable for all charges that will accrue on the account for as long as the Contract of Supply remains in force.

Any person that moves into premises where the Company is providing supply should report to the Company's offices within 48 hours to regularize the contract, failure to do so will result in supply being disconnected and legal proceedings being instituted.

The Company shall be obliged to provide only one point of Supply to a premises.

Where the intended or actual use of the premises requires more than one point of supply the Customer may apply to the Company, in the prescribed manner, for the provision of additional points of supply which the Company shall provide at its discretion and upon the Customer paying the prescribed fee. Such approval shall not be unreasonably withheld.

Where a Customer wishes to alter or re-site a point of supply the Customer shall apply to the Company in the prescribed form and pay the fee applicable for such alteration or re-siting.

Where a Customer requires temporary supply of Power, the Company may provide a temporary point of supply upon the Customer applying in the prescribed form and paying the applicable fee.

The Company will provide normal/standard supply which may suffer both scheduled and unscheduled interruption. If a Customer requires uninterruptible supply, the Customer must make special arrangements with the Company on conditions to be agreed.

Except with the written approval (such approval not to be reasonably withheld) of the Company, the Customer shall not do any of the following;

resale, re-distribute, or permit the resale or re-distribution of Power supplied to the Customer by the Company

increase the total supply of electricity to his installation above the limit which was previously approved by the Company.

*Section Three***3. CHARGES AND PAYMENTS***Charges*

Charges under these Conditions shall refer to —

- (a) A refundable security deposit as approved by the ERB;
- (b) A fixed monthly service charge, approved by the ERB, which is payable from the date the supply was made available whether or not the Customer has used Power; or

Notwithstanding the payment of security deposit by the Customer, the Company may disconnect a Customer for failure to pay any Bill by its due date. The deposit paid or the security given will be held as surety against payment of accounts rendered.

On termination of the Contract of Supply, the Company shall refund to the Customer the Security Deposit paid after deducting from these any amount due to the Company from the Customer.

*Payments*

- (a) The tariff for electricity consumption will be in accordance with the approved tariffs by the ERB from time to time.
- (b) All charges due for Power supplied by the Company or for rental of any meter or other apparatus supplied by the Company to a Customer shall be due, and payable on the date indicated on the statement of monies due (hereinafter called "the Bill").
- (c) The Company shall render and send to the Customer a monthly Bill.
- (d) Unless payment is made within 14 days of the date of account, the supply may be disconnected and will only be reconnected upon payment of the full arrears together with disconnection and reconnection fees, provided that seven (7) days notice shall be given to a Customer prior to disconnection of electricity in accordance with ZS 397: Electricity Supply – Quality of Consumer Service.
- (e) The total amount owing should be paid in full. In the event that the payment made is insufficient to settle the total balance due, the payment shall be appropriated first to the oldest debt and then to the balance.
- (f) The Company reserves the right to issue interim bills based on average or estimated consumption where it is not possible to obtain an exact meter reading due to a faulty meter, locked premises or any other default attributed to the Customer.

(g) Interim and amended Bills are payable on the due date.

(h) The Bill rendered shall be prima facie evidence of the amount due to the Company from the Customer and the Customer's failure to pay on the due date shall result in a disconnection or termination of supply, provided that seven (7) days notice shall be given to a Customer prior to disconnection of electricity in accordance with ZS 397: Electricity Supply – Quality of Consumer Service.

#### *Section Four*

### **4. QUERIES ON THE BILL**

A Customer may enquire on the correctness or otherwise of any aspect of the Bill.

Where the query disputes the correctness of the amount due for the supply of electricity, the amount due reflected in the Bill (inclusive of the disputed amount) shall be paid by the Customer and the Company shall, upon investigation proving the query was justified, make such necessary adjustment to correct the Customer's account. Any amounts for which the Customer was overcharged shall be credited to the Customer's account and reflected in the Bill for the following month.

#### *Section Five*

### **5. ADJUSTMENT OF ACCOUNT**

(a) In the event that the Company has over-charged or under-charged a Customer for Power supplied, the Company may make reasonable adjustments to that Customer's account, provided that –

(i) where the Customer is overcharged, such Customer shall have an option to be refunded the amount thereof either by cash or crediting the Customer's account; or

(ii) where the Customer has been undercharged, the Company shall recover the money on terms agreed with the Customer.

#### *Section Six*

### **6. TRANSFER OF DEBT**

Where after a period of thirty days a Customer fails, omits or refuses to pay to the Company any charge, rental or fees due to it, the Company may, before or after, disconnect the premises, transfer the amounts due to other premises and accounts held by the Customer, and such amounts shall for all intents and purposes be amounts due under such other premises and account.

#### *Section Seven*

### **7. APPROPRIATION OF ACCOUNTS AND INTEREST**

(a) After a period of two years, any credit balances on closed accounts shall be appropriated by the Company.

(b) Security deposits and any other monies held on behalf of Customers in respect of electricity accounts shall not accrue interest of any kind.

(c) Any monies that the Customer owes the Company shall not accrue an interest.

#### *Section Eight*

### **8. UNPAID ELECTRICITY BILLS, TERMINATION DISCONNECTION AND RECONNECTION OF SUPPLY BY THE COMPANY**

If a Customer, in respect of a premises, fails, neglects, omits or refuses to pay the following to the Company when due and payable in relation to the Contract of Supply:—

(i) any charges for Power supplied;

(ii) any rental of fees charged for the hire of any meter or other apparatus supplied by the Company;

(iii) any deposit required to be paid; or

(iv) any penalty due on arrears;

the Company may disconnect supply to such premises or to any other premises in respect of the Customer by giving the Customer at least seven days notice.

If after such disconnection the Customer does not pay the amount due within thirty (30) days thereof, the Company may terminate the Contract of Supply of electricity.

The Company may, without prejudice to any right of action or other remedy open to the Company, disconnect the supply to a premises or terminate the Contract of Supply with a Customer on the happening of any of the following events:

- (i) any tampering or interference with any of the plant, apparatus or equipment belonging to the Company's network;
- (ii) any act or default of a Customer affecting the safety or efficiency of any part or aspect of the Company's power network or system; or
- (iii) any breach by a Customer of any provision of this contract of supply or any legislation governing the use and supply of electricity.

Once the Contract of Supply has been terminated, the Company may recover the service line from the premises without notice to the Customer.

A premises which has been disconnected on account of electricity arrears shall not be reconnected until the arrears have been paid in full.

#### Section Nine

### 9. RECONNECTION

A Customer who has been disconnected may be reconnected under the following conditions:

- (i) The Customer shall apply to be reconnected by paying the outstanding arrears.
- (ii) The Customer shall pay the reconnection fee for the time being in force which fee shall be irrespective of whether any outstanding amount on the account has been paid.
- (iii) The Customer shall only be reconnected once all outstanding arrears in respect of the disconnected premises are paid in full.

#### Section Ten

### 10. DISCONNECTION OF SUPPLY ON THE REQUEST OF THE CUSTOMER

A Customer may, on a prescribed form and upon giving forty- eight (48) hours notice to the Company, request the Company to disconnect the supply of electricity to his premises for such period as the Customer may require provided that:

- (a) The temporary disconnection of supply shall not absolve the Customer from payment of the minimum monthly charge or other rental fees.
- (b) After disconnection on Customer's own request, before reconnection can be effected all arrears must be paid in full.

#### Section Eleven

### 11. INSTALLING, READING AND TESTING OF METERS

#### Installation and Reading of Meters

- (a) The Company shall endeavour to install, at every point of supply a meter, from which the Company shall record meter readings for the purposes of determining the quantity of Power supplied to the Customer (actual customer consumption) and the amount of money due to the Company.
- (b) The meter box shall be installed by the Customer.
- (c) Where no meter has been installed, the Company may at its discretion impose a fixed charge as prescribed by the ERB.
- (d) Where meter readings have not been taken the Company may estimate the consumption for the particular month as being equal to the average consumption for the three preceding months.
- (e) In the absence of evidence to the contrary, the record of meter readings recorded by the Company shall be deemed correct and accurate and the Customer shall be bound by the readings.
- (f) In the event of the premises not being accessible, a meter recording card will be left at a Customer premises upon which the Customer shall record the reading and deliver it to the Company or phone in to give the meter reading within the stipulated time frame.

#### Testing of Meters

- (a) Where a Customer challenges the accuracy of any meter or meter readings the Company shall examine and test the meter upon the Customers written request to do so and upon the Customers payment of an appropriate meter testing fee, as approved by the ERB.
- (b) In the event that the meter so tested is found to be inaccurate to any extent greater than three per centum of the amount registered by the meter prior to such examination or test the Customer shall be refunded the meter testing fee.

*Section Twelve***12. INSPECTION AND TESTING OF INSTALLATIONS**

- (a) The wiring or any other installation at a Customer's premises is the sole responsibility of the Customer.
- (b) The Company shall inspect and certify all new installations.
- (c) If, on inspection, the wiring of any installation is found to be defective, the Company will not connect the Customer to the Company network until the defect or failure is remedied and a re-inspection fee paid.
- (d) The passing of a wiring installation by the Company means that it is suitable for connection and does not imply that the wiring has been done in the best manner possible.
- (e) Notwithstanding the passing of a wiring installation by the Company, it shall be the Customers' responsibility to ensure that the earthing at the Customer's premises remains in constant compliance with the requisite standard.
- (f) No suit, prosecution or other legal proceedings shall lie against the Company or any employee of the Company for any loss or damage which may be caused by fire or by an accident arising from the poor state of the installation.
- (g) When the Customers installation is connected to the Company's network, the use of the installation is at the Customer's own risk.
- (h) Upon payment of the appropriate installation inspection fee, as approved by the ERB, a Customer may request the Company to examine and test the Customer's existing installation.
- (i) If at any time subsequent to being connected to the Company's network, the Customer's installation is found to be defective, dangerous or likely to interfere with the general distribution of Power, the Company may disconnect the installation from supply without any notice.

*Section Thirteen***13. COMPENSATION CLAIMS AND CUSTOMERS LIABILITY COMPENSATION CLAIMS**

- (a) The Company's responsibility for equipment and faults arising therefrom ends at the metering point where it delivers electricity to the Customer's premises.
- (b) Where a malfunction on the ZESCO power supply system results in damage to a Customer's property or equipment, ZESCO shall only compensate the Customer if the cause of the damage is before the metering box.
- (c) Notwithstanding the forgoing, if a malfunction on the system resulting in damage to a Customer's property is caused by fire, except where the fire is attributable to a fault or malfunction of the system.
- (d) The act of a third party, an act of God, vandalism or sabotage, the Company shall not be liable to compensate the Customer.

*Section Fourteen***14. LIABILITY FOR DAMAGE TO COMPANY PROPERTY AND RIGHT OF ACCESS**

- (a) The Customer shall be responsible for the safe-keeping of meters, service lines, fittings and other electricity apparatus belonging to the Company placed on his premises and shall be liable for any damage caused to them.
- (b) Upon production of identity cards officers of the Company may at all reasonable times enter any premises for the purpose of reading, inspecting, disconnecting and for all intents and purposes in connection with the supply of Power or relating to the apparatus belonging to the Company or to the Customer on the premises.
- (c) Trees, shrubs, embellishments or anything which may obstruct, impede or interfere with the Company's power lines shall be removed or otherwise dealt with by the Customer to the satisfaction of the Company failure to which the Company reserves the right to enter upon the Customer's premises and remove such impediments.
- (d) Notwithstanding the foregoing, the Customer shall not be liable where the damage is caused by an act of God, vandalism, sabotage or theft by a third party not under the care and control of the Customer.



GAZETTE NOTICE No. 544 OF 2012

[4022485/1]

**The Banking and Financial Services Act**  
(Chapter 387 of the Laws of Zambia)

**Revocation of the Bureau De Change Licence of Northmead Bureau De Change Limited**

TAKE NOTICE that with effect from 20 March 2012, the Registrar of Banks, Financial Institutions and Financial Businesses revoked the bureau de change licence of **NORTHMEAD BUREAU DE CHANGE LIMITED** in accordance with Regulation 14 of the Banking and Financial Services (Bureau de Change) Regulations and Section 16 of the Banking and Financial Services Act, Chapter 387 of the Laws of Zambia.

The effect of the aforesaid revocation of the licence is that Northmead Bureau de Change Limited ceased to operate as a bureau de change under the Banking and Financial Services Act and the Banking and Financial Services (Bureau de Change) Regulations, 2003. Notwithstanding this, the revocation of the licence did not relieve Northmead Bureau de Change Limited of any obligations it may have incurred or assumed in relation to counterparties during the period of validity of the licence.

DR. BWALYA K. E. NG'ANDU,  
*Deputy Governor- Operations*

LUSAKA

14 August 2012

GAZETTE NOTICE No. 545 OF 2012

[4022485/2]

**The Banking and Financial Services Act**  
(Chapter 387 of the Laws of Zambia)

**Revocation of the Bureau De Change Licence of Northmead Bureau De Change Limited**

TAKE NOTICE that with effect from 30th March 2012, the Registrar of Banks, Financial Institutions and Financial Business revoked the deposit taking leasing licence of **INDUSTRIAL CREDIT COMPANY LIMITED**. The revocation of the licence followed the Bank of Zambia's approval to a corporate restructuring transaction involving the transfer by Industrial Credit Company Limited to Pan African Building Society of all its assets and liabilities on 21st November 2011. All the assets and liabilities of Industrial Credit Company Limited transferred to Pan African Building Society were vested in and became binding upon Pan African Building Society in accordance with section 29(2)(a) of the Banking and Financial Services Act.

The effect of the aforesaid revocation of the licence is that Industrial Credit Company Limited ceased to operate as a leasing company under the Banking and Financial Services Act. Notwithstanding this, the revocation of the licence did not relieve Industrial Credit Company Limited of any obligations it may have incurred or assumed in relation to counterparties during the period of validity of the licence.

DR. BWALYA K. E. NG'ANDU,  
*Deputy Governor- Operations*

LUSAKA

14 August 2012

GAZETTE NOTICE No. 546 OF 2012

[4022485/3]

**The Banking and Financial Services Act**  
(Chapter 387 of the Laws of Zambia)

**Revocation of the Non-Deposit Taking Microfinance Institution Licence of Credit Finance Limited**

TAKE NOTICE that with effect from 5th April 2012, the Registrar of Banks, Financial Institutions and Financial Business revoked the non-deposit taking microfinance institution licence of **CREDIT FINANCE LIMITED**. The revocation followed the surrender of

the licence by Credit Finance Limited on 27th February 2012 to the Registrar of Banks, Financial Institutions and Financial Business. Credit Finance Limited surrendered its licence on account of the shareholders failure to recapitalize the institution and restore its financial position.

The effect of the aforesaid revocation of the licence is that Credit Finance Limited ceased to operate as a microfinance institution under the Banking and Financial Services Act and the Banking and Financial Services (Microfinance) Regulations, 2006. Notwithstanding this, the revocation of the licence did not relieve Credit Finance Limited of any obligations it may have incurred or assumed in relation to counterparties during the period of validity of the licence.

DR. BWALYA K. E. NG'ANDU,  
*Deputy Governor- Operations*

LUSAKA

14 August 2012

GAZETTE NOTICE No. 547 OF 2012

[4022485/4]

**The Banking and Financial Services Act**  
(Chapter 387 of the Laws of Zambia)

**Revocation of the Bureau De Change Licence of Chuvic Bureau De Change Limited**

Take Notice that with effect from 9 May 2012, the Registrar of Banks, Financial Institutions and Financial Businesses revoked the bureau de change licence of **CHUVIC BUREAU DE CHANGE LIMITED** in accordance with Regulation 14 of the Banking and Financial Services (Bureau de Change) Regulations and Section 16 of the Banking and Financial Services Act, Chapter 387 of the Laws of Zambia.

The effect of the aforesaid revocation of the licence is that Chuvic Bureau de Change Limited ceased to operate as a bureau de change under the Banking and Financial Services Act and the Banking and Financial Services (Bureau de Change) Regulations, 2003. Notwithstanding this, the revocation of the licence did not relieve Chuvic Bureau de Change Limited of any obligations it may have incurred or assumed in relation to counterparties during the period of validity of the licence.

DR. BWALYA K. E. NG'ANDU,  
*Deputy Governor- Operations*

LUSAKA

14 August 2012

GAZETTE NOTICE No. 548 OF 2012

[4022485/5]

**The Banking and Financial Services Act**  
(Chapter 387 of the Laws of Zambia)

**Revocation of the Non-Deposit Taking Microfinance Institution Licence of Pelton Finance Limited**

TAKE NOTICE that with effect from 9 June 2010, the Registrar of Banks, Financial Institutions and Financial Businesses revoked the microfinance licence of **PELTON FINANCE LIMITED** in accordance with Regulation 12 of the Banking and Financial Services (Microfinance) Regulations and Section 16 of the Banking and Financial Services Act, Chapter 387 of the Laws of Zambia.

The effect of the aforesaid revocation of the licence is that Pelton Finance Limited ceased to operate as a microfinance institution under the Banking and Financial Services Act and the Banking and Financial Services (Microfinance) Regulations, 2006. Notwithstanding this, the revocation of the licence did not relieve Pelton Finance Limited of any obligations it may have incurred or assumed in relation to counterparties during the period of validity of the licence.

DR. BWALYA K. E. NG'ANDU,  
*Deputy Governor- Operations*

LUSAKA

14 August 2012

GAZETTE NOTICE No. 549 OF 2012

[4022485/6]

**The Banking and Financial Services Act**  
(Chapter 387 of the Laws of Zambia)

**Revocation of the Non-Deposit Taking Microfinance  
Institution Licence of Capital Solutions Limited**

TAKE NOTICE that with effect from 19th January 2012, the Registrar of Banks, Financial Institutions and Financial Business revoked the non-deposit taking microfinance institution licence of CAPITAL SOLUTIONS LIMITED. The revocation of the licence followed the Bank of Zambia's approval of 29th June 2012 to a merger between Capital Solutions Limited and Madison Premier Finance Company Limited into one company called Madison Finance Company Limited. All the assets and liabilities of Capital Solutions Limited were vested in and became binding upon Madison Finance Company Limited in accordance with section 29(2)(a) of the Banking and Financial Services Act.

The effect of the aforesaid revocation of the licence is that Capital Solutions Limited ceased to operate as a microfinance institution under the Banking and Financial Services Act and Banking and Financial Services (Microfinance) Regulations, 2006. Notwithstanding this, the revocation of the licence did not relieve Capital Solutions Limited of any obligations it may have incurred or assumed in relation to counterparties during the period of validity of the licence.

LUSAKA

14 August 2012

DR. BWALYA K. E. NG'ANDU,  
*Deputy Governor- Operations*

GAZETTE NOTICE No. 550 OF 2012

[4022485/7]

**The Banking and Financial Services Act**  
(Chapter 387 of the Laws of Zambia)

**Revocation of the Leasing Licence of Madison Premier  
Finance Company Limited**

TAKE NOTICE that with effect from 19 January 2011, the Registrar of Banks, Financial Institutions and Financial Businesses revoked the leasing licence of MADISON PREMIER FINANCE COMPANY LIMITED. The revocation of the licence followed the Bank of Zambia's approval of 29 June 2010 to a merger between Capital Solutions Limited and Madison Premier Finance Company Limited into one company called Madison Finance Company Limited. All the assets and liabilities of Madison Premier Finance Company Limited were vested in and became binding upon Madison Finance Company Limited in accordance with Section 29(2)(a) of the Banking and Financial Services Act.

The effect of the aforesaid revocation of the licence is that Madison Premier Finance Company Limited ceased to operate as a leasing company under the Banking and Financial Services Act. Notwithstanding this, the revocation of the licence did not relieve Madison Premier Finance Company Limited of any obligations it may have incurred or assumed in relation to counterparties during the period of validity of the licence.

LUSAKA

14 August 2012

DR. BWALYA K. E. NG'ANDU,  
*Deputy Governor- Operations*

GAZETTE NOTICE No. 551 OF 2012

[4022485/8]

**The Banking and Financial Services Act**  
(Chapter 387 of the Laws of Zambia)

**Revocation of the Bureau DE Change Licence of Presans  
Bureau De Change Limited**

TAKE NOTICE that with effect from 26 March 2011, the Registrar of Banks, Financial Institutions and Financial Businesses revoked the bureau de change licence of PRESANS BUREAU DE CHANGE LIMITED in accordance with Regulation 14 of the Banking and

Financial Services (Bureau de Change) Regulations and Section 16 of the Banking and Financial Services Act, Chapter 387 of the Laws of Zambia.

The effect of the aforesaid revocation of the licence is that Presans Bureau de Change Limited ceased to operate as a bureau de change under the Banking and Financial Services Act and the Banking and Financial Services (Bureau de Change) Regulations, 2003. Notwithstanding this, the revocation of the licence did not relieve Presans Bureau de Change Limited of any obligations it may have incurred or assumed during the period of validity of the licence.

DR. BWALYA K. E. NG'ANDU,  
*Deputy Governor- Operations*

LUSAKA

14 August 2012

GAZETTE NOTICE No. 552 OF 2012

[4022485/9]

**The Banking and Financial Services Act**  
(Chapter 387 of the Laws of Zambia)

**Revocation of the Financial Business Licence of Executive  
Financial Services Limited**

TAKE NOTICE that with effect from 30th August 2011, the Registrar of Banks, Financial Institutions and Financial Business revoked the financial business licence of EXECUTIVE FINANCIAL SERVICES LIMITED in accordance with section 16 of the Banking and Financial Services Act, Chapter 387 of the Laws of Zambia.

The effect of the aforesaid revocation of the licence is that Executive Financial Services Limited ceased to operate as a financial business under the Banking and Financial Services Act. Notwithstanding this, the revocation of the licence did not relieve Executive Financial Services Limited of any obligations it may have incurred or assumed in relation to counterparties the period of validity of the licence.

LUSAKA

14 August 2012

DR. BWALYA K. E. NG'ANDU,  
*Deputy Governor- Operations*

GAZETTE NOTICE No. 553 OF 2012

[4022485/10]

**The Banking and Financial Services Act**  
(Chapter 387 of the Laws of Zambia)

**Revocation of the Bureau De Change Licence of Floodgates  
Bureaus De Change Limited**

Take Notice that with effect from 20 March 2012, the Registrar of Banks, Financial Institutions and Financial Businesses revoked the bureau de change licence of FLOODGATES BUREAU DE CHANGE LIMITED in accordance with Regulation 14 of the Banking and Financial Services (Bureau de Change) Regulations and Section 16 of the Banking and Financial Services Act, Chapter 387 of the Laws of Zambia.

The effect of the aforesaid revocation of the licence is that Floodgates Bureau de Change Limited ceased to operate as a bureau de change under the Banking and Financial Services Act and the Banking and Financial Services (Bureau de Change) Regulations, 2003. Notwithstanding this, the revocation of the licence did not relieve Floodgates Bureau de Change Limited of any obligations it may have incurred or assumed in relation to counterparties during the period of validity of the licence.

LUSAKA

14 August 2012

DR. BWALYA K. E. NG'ANDU,  
*Deputy Governor- Operations*

GAZETTE NOTICE No. 554 of 2012

**Zambia Revenue Authority**  
Customs Services Division

**Lusaka—Port Auction Sale Notice**

NOTICE IS HEREBY GIVEN that the following goods, under seizure and listed in the schedule are offered for sale. In terms of Section 33 and 162 of the Customs and Excise Act, goods listed in the schedule presently in the Customs Warehouse at Lusaka Port Office, will be disposed of unless duties, charges and other legal obligations due on them are taken care of within a period of forty-five (45) days from the publication of this notice. Persons wishing to obtain more details regarding the sale should contact the Station Manager—Lusaka Port Office, Customs Services Division.

**NOTE:**

The Zambia Revenue Authority or its Agent does not in any way warrant goods title in respect of the goods being sold. In the event that there is a subsequent claim of superior title by a third party or Sovereign Government other than The Republic of Zambia, The Authority or its Agent shall not be liable in any way whatsoever to anyone purchasing any of the goods mentioned in the schedule.

DINGANI C. BANDA,

*Commissioner—Customs Services*

LUSAKA

**RECOMMENDED FOR DISPOSAL – June 2012**

No.	Seizure Date	Forfeiture Due Date	Seizure Notice Number	Importer Name	Make	Chassis No.	Engine No.	Value
1.	18/4/11	2/6/11	027119E	Mark Juennette N.	BMW-Motorbike	6462460R100GS	48/90/0473102VD	94,850,000.00
2.	30/11/10	14/1/11	0024847E	Unknown	BMW 318	AAPV0110890515730	Not Seen	22,500,000.00
3.	30/11/10	14/1/11	024800E	Unknown	Bmw 318	WBAAN92030NA99827	Not Seen	35,000,000.00
4.	30/11/10	14-01-11	024843E	Unknown	Bmw 318i	WBAANG2030NF46480	00619595	47,000,000.00
5.	20/12/11	3/2/12	06532	Mr. Farid	Buscar Bus	BUSRDFBUNYA031411BUSS	Not Seen	300,000,000.00
6.	4/4/10	19/5/10	024821E	Global Logistics	Fiat Panda 900	ZFA141A000443756	Not Seen	2,180,800.00
7.	30/11/10	14/01/11	027107E	Masopelo Mike	Hilux Surf	LN130-7016001	21-2862897	13,600,000.00
8.	20/12/11	3/2/12	06534	Marshal Chanda	Jaguar X1	SAJJKALG3BJD6367	Not Seen	6,717,200.00
9.	30/11/10	14/1/11	024796E	Obby M. Chibuluma	Jeep Grand Cherokee	1J8G858N52Y118000	2Y118000	15,700,000.00
10.	30/6/11	14/8/11	06508	Chalabesa Mwenda	L/Rover Freclander	SALLNABG11A314662	Not Seen	16,867,200.00
11.	30/12/10	14/1/11	024850E	Unknown	M/Benz	WDB2020182F278940	Not Seen	5,000,000.00
12.	9/9/08	24/10/08	003458	Unknown	M/Benz	WDB2200632A183446	Not Seen	5,000,000.00
13.	27/10/11	11/12/11	06523	Infant Of Prague	M/Benz V Class	VSA63823523117411	Gf 638234	17,549,100.00
14.	18/4/11	2/6/11	027127E	Adex Advertising	Nissan 1400	ADN40 80000A017651	A14S 224245F	15,000,000.00
15.	30/11/10	14/1/11	024848E	Unknown	RVR	N23W5310571	Not Seen	9,600,000.00
16.	18/4/11	2/6/11	027124E	Mr Tembo	Suzuki Escudo	TD01W- 200113	Not Seen	13,000,000.00
17.	18/4/11	2/1/11	027118E	Kelvin M. Banda	Toyota Corolla	AHT53AEB109061309	4A-M610968	11,100,000.00
18.	30/11/10	14/1/11	024789E	Mary Silembo	Toyota Ipsum	SXM10-7004525	3S-7070698	15,400,000.00
19.	20/5/11	4/7/11	027150	S. Mweetwa	Toyota Ipsum	SXM10 - 0007354	3S - 2010501	16,480,000.00
20.	20/12/11	3/2/12	06535	Justin Mushangalusha	Toyota Ipsum	SXM10 7154389	3S 7977449	32,199,372.00
21.	21/10/08	5/12/08	109647	Joseph Mwenda	Toyota Marino	AE1015242480	4AB706556	9,244,620.00
22.	15/3/10	29/4/10	3860	M Chikopa	Toyota Noah	SP40003593	3s7253089	21,138,000.00
23.	11/3/10	25/4/10	3857	Chimba Bonner Chela	Toyota Spacio	AE111-606322	4A-L778292	19,981,500.00
24.	4/11/11	19/12/11	06528	K Mwange	Toyota Vitz	SCP10 3117086	Not Seen	20,000,000.00
25.	30/11/10	14/1/11	024842E	Unknown	Vauxhall	WOL000360T1102686	Not Seen	9,800,000.00
26.	31/10/10	15/12/10	024840E	Chiko Munshya	Vauxhall Astra	WOL0TGF48W5252298	024w6598	8,600,000.00
27.	27/5/11	11/7/11	003910	Edward L Chibunga	Volvo S60	YVIRS53K922165340	02ev 717524	36,000,000.00



**Zambia Revenue Authority**  
Customs Services Division

**Victoria Falls—Auction Sale Notice**

NOTICE IS HEREBY GIVEN that the following goods, under seizure, and listed in the schedule below are offered for sale. In terms of Section 33 and 162 of the Customs Excise Act, goods listed in the schedule and presently in the Customs Warehouse at Victoria Falls, will be disposed of unless duties, charges and other legal obligations due on them are taken care of within a period of forty-five (45) days from the publication of this notice. Persons wishing to obtain more details regarding the sale should contact the Station Manager at— Victoria Falls-Border Post, Customs Services Division.

**NOTE:**

The Zambia Revenue Authority or its Agent does not in any way warrant goods title in respect of the goods being sold. In the event that there is a subsequent claim of superior title by a third party or Sovereign Government other than The Republic of Zambia, the Authority or its Agent shall not be liable in any way whatsoever to anyone purchasing any of the goods mentioned in the schedule.

DINGANI C. BANDA,  
Commissioner—Customs Services

LUSAKA

**RECOMMENDED FOR DISPOSAL – MAY 2012**

Item No.	Seizure No.	Date	Importer	Description	PCS/qty	VDP
01	04173	18.01.2011	Unknown	Cigarettes	4.1/2 casesx200/20, r/gold	54.00/K18,634.560.00
02	04174	12.02.2011	Unknown	New 21" T.V set	1	K651,180.00
03	04175	12.02.2011	Unknown	Films	1 BOX*55.9X60M. AFG	K1,953.54
04	04176	12.02.2011	Unknown	Metal Material Control	2 Boxes	K1,953.54
05	04177	12.02.2011	Unknown	Used Clothes	4 Bags	K260,472.00
06	04178	12.02.2011	Unknown	Ultra Butter	27 x250gx24 Cases	K2,279.13
07	044179	12.02.2011	unknown	Printer Sotter	1	K651,180.00
08	044180	12.02.2011	unknown	Used 14" T.V Set	1	K651,180.00
09	044181	12.02.2011	unknown	Kitchen Cabinet	1	K520,944.00
10	044182	12.02.2011	unknown	Used Motor Vehicle Tyres	4	K1,302.16
11	044183	12.02.2011	unknown	Empty Nylon Sacks	18 Bales	K651,180.00
12.	044184	14.04.2011	unknown	Books (Novels)	128	K1,953.54

**Zambia Revenue Authority**  
Customs Services Division

**Chingola Office Port—Auction Sale Notice**

NOTICE IS HEREBY GIVEN that the following goods, under seizure and listed in the schedule are offered for sale. In terms of Section 33 and 162 of the Customs and Excise Act, goods listed in the schedule presently in the Customs Warehouse at Chingola Port Office, will be disposed of unless duties, charges and other legal obligations due on them are taken care of within a period of forty-five (45) days from the publication of this notice. Persons wishing to obtain more details regarding the sale should contact the Station Manager at Chingola Port Office, Customs Services Division.

**NOTE:**

The Zambia Revenue Authority or its Agent does not in any way warrant goods title in respect of the goods being sold. In the event that there is a subsequent claim of superior title by a third party or Sovereign Government other than The Republic of Zambia, The Authority or its Agent shall not be liable in any way whatsoever to anyone purchasing any of the goods mentioned in the schedule.

DINGANI C. BANDA,  
Commissioner—Customs Services

LUSAKA

**RECOMMENDED FOR DISPOSAL – JUNE 2012**

Item No.	Seizure No.	Seizure Date	Importer	Make	Engine No.	Chassis No.	VDP (ZMK)
1.	008052	17/10/2011	ABB OY	FORKLIFT		RH2108 U0013-ST002	29,432,108.70

GAZETTE NOTICE NO. 557 OF 2012

**The Standards Act**  
(Cap. 416)

**Declaration of Compulsory Standards**

PURSUANT to section 9 of the Standards Act, Notice is hereby given that at the expiry of two months from the date of this notice, the Zambia Bureau of Standards intends to recommend to the Minister under section 7(1) of the Standards Act, Cap. 416 that the Zambian Standards appearing in the Schedule hereto be declared compulsory for Zambia.

The purpose of making this recommendation is to allow Zambia Bureau of Standards to compel manufacturers, traders and importers of various products that have a bearing on health, safety and other hazards to the people of Zambia to comply with the specified standards. A draft of each standard to be declared as compulsory is given in the schedule below.

Any person objecting to the substance of the standards should lodge written objections to the Director, Zambia Bureau of Standards, P.O. Box 50259, Lusaka within two months from the date of publication of this notice in the *Government Gazette*.

N. SING'AMBWA,  
Acting Director  
Zambia Bureau of Standards

26th June, 2012  
LUSAKA

**SCHEDULE**

1. ZS 688-1 Electric cable with extruded solid dielectric insulation for fixed installations (300/500 V TO 1 900/3 300V)-**Specification General requirements**
2. ZS 688-2 Electric cable with extruded solid dielectric insulation for fixed installation (300/500 V TO 1 900/3 300 V)-**Wiring cables**
3. ZS 688-3 Electric cable with extruded solid dielectric insulation for fixed installations (300/500 V TO 1 900/3 300 V)-**PVC Distribution cables**
4. ZS 688-4 Electric cable with extruded solid dielectric insulation for fixed installations (300/500 V TO 1 900/3 300 V)-**XLPE Distribution cables**
5. ZS 688-5 Electric cable with extruded solid dielectric insulation for fixed installations (300/500 V TO 1 900/3 300V)-**Halogen free distribution cables**
6. ZS 750 Galvanized plain corrugated steel sheets—Specification
7. ZS 233 -Specification for crude edible vegetable oil
8. ZS 389 White sugar—Specification
9. ZS 730 Pasteurized Milk—Specification
10. ZS 732 Raw cow milk—Specification
11. ZS 734 Dairy Ices and Dairy Ice Cream—Specification
12. ZS 735 UHT Milk—Specification
13. ZS 736 Sweetened Condensed Milk—Specification
14. ZS 737 Milk powder—Specification
15. ZS 556 Part 1—Blankets suitable for use in public sector—Specifications for wool and polyamide Blankets
16. ZS 556 Part 2—Blankets suitable for use in public sector—Specifications for cotton Leno Cellular Blankets
17. ZS 556 Part 3—Blankets suitable for use in public sector—Specifications for Synthetic Fibre Cellular Blankets
18. ZS 556 Part 4—Blankets suitable for use in public sector—Specification for Flammability Performance
19. ZS 557 Dimensions of bed blankets
20. ZS 037 Part 1—Jams (fruit preserves), jellies and marmalades—Specification for jams (fruit preserve) and jellies
21. ZS 037 Part 2—Jams (fruit preserves), jellies and marmalades—Specification for citrus Marmalades
22. ZS 020 Bakery products and confectioneries
23. ZS 004 Asbestos cement corrugated sheets and decking for roofing and cladding
24. ZS 007 Pre-cast concrete and sand cement blocks
25. ZS 009 Asbestos cement insulating board
26. ZS 013 Cement concrete bricks
27. ZS 263 Specification for hair oils
28. ZS 264 Specification for hair creams
29. ZS 666 Handling and storage of bagged and bulk fertilizers—Code of practice
30. ZS 451 Engine Oils for Light Duty and Heavy-Duty Internal Combustion Engines—Specification
31. ZS 546 Anti-Wear Hydraulic Oils—Specification
32. ZS 548 Zinc-Free Diesel Engine Oils—Specification
33. ZS 550 Part 1—Block Greases—Specification
34. ZS 550 Part 2—High Temperature Greases—Specification
35. ZS 550 Part 3—Multipurpose Greases—Specification
36. ZS 550 Part 4—Rockdrill Greases—Specification
37. ZS 551 Turbine Mineral Oils—Specification
38. ZS 552 Unused and Reclaimed Mineral Insulating Oil for Transformers and Switchgear—Specification
39. ZS 718 Low Sulphur Gasoil (LSGO): Specification

40. ZS 394 Aviation Turbine Fuel (Jet A-1)—Specification
41. ZS 385 Part 1—The Petroleum Industry—Code of practice: Storage and distribution of petroleum products in above—ground bulk installation
42. ZS 385 Part 2—The Petroleum Industry—Code of Practice:Electrical installations in the distribution and marketing sector
43. ZS 385 Part 3—Petroleum Industry—Code of Practice: The installation of under ground storage tanks, pumps dispensers and pipe works at service and customers' installation
44. ZS 429 Part 1—The handling, storage and distribution of liquefied petroleum gas in domestic, commercial and industrial installations—Code of practice: Liquefied petroleum gas installations involving gas storage containers
45. ZS 429 Part 2—The handling, storage and distribution of liquefied petroleum gas in domestic and industrial installations—Code of practice: Liquefied petroleum gas installations involving storage vessels of individual water capacity exceeding 500 litres
46. ZS 429 Part 3—The handling, storage and distribution of liquefied petroleum gas in domestic, commercial and industrial installations—Code of practice: Storage and Filling sites for refillable liquefied petroleum (LPgas) containers of capacity not exceeding 9kg.
47. ZS 373-1 Portable fire extinguishers—Portable, non-refillable fire extinguishers (general purpose type)-Specification
48. ZS 373-2 Portable fire extinguishers—Carbon dioxide type fire Extinguishers—Specification
49. ZS 726-1 Portable fire extinguishers—Dry Powder type fire extinguishers—Specification
50. ZS 726-2 Portable rechargeable fire extinguishers—Water type extinguishers—Specification
51. ZS 726-3 Portable rechargeable fire extinguishers—Foam type fire extinguishers—Specification

GAZETTE NOTICE No. 558 OF 2012

[3955112]

**The Marriage Act**

(Cap. 50, Volume IV of the Laws of Zambia)

**Appointment of PersonS to Solemnise Marriages**

IT IS HEREBY NOTIFIED for public information that in exercise of power conferred upon the Town Clerk/Council Secretary by section 5(1) of the Marriage Act Cap. 50 of the Laws of Zambia, the persons named in the Schedule set out hereto is appointed to solemnise marriages in the Mansa District.

M. B. MBAIMBAI,  
Town Clerk

MANSA

**SCHEDULE**

Name	Church
1. Charles Chama	Mansa Cathedral Church
2. Basil M. Chifota	Mansa Parish
3. Mathias Chola	Mansa
4. Frank Chibale	
5. Justine K. Kombe	
6. Francis Musonda	
7. Nicholas N. Mumbi	
8. Pius M. Kainga	
9. Arthur K. Phiri	
10. Joseph K. Shemende	
11. Victor N. Kanja	
12. Protazio M. Lungo	
13. Nocodemus C. Chabu	
14. James Chisanga	
15. Francis Mambwe	
16. Kennedy K. Kashinga	
17. Moses Mwansa	
18. Clement Kangwa	
19. Sylvester Kanakwanda	
20. Anthony Muchengwa	
21. Matthews M. Ngosa	
22. Moses Kabobe	
23. Zacharias L. Ndelela	
24. Jerico Mwaba	
25. Godfrey Kaoma	
26. Matthews Katwai	
27. Charles C. Mupanga	
28. Charles Sokota	
29. Dennis Kunda T. Pintu	
30. Isaiah Mwalve	
31. Stanislaus Ponde	
32. Davis Mukobekwa	

GAZETTE NOTICE No. 559 OF 2012

[3955075]

**The Marriage Act**

(Cap. 50, Volume IV of the Laws of Zambia)

**Appointment of PersonS to Solemnise Marriages**

IT IS HEREBY NOTIFIED for public information that in exercise of power conferred upon the Town Clerk/Council Secretary Lusaka District by section 5(2) of the Marriage Act Cap. 50 of the Laws of Zambia, the person named in the Schedule set out hereto is appointed to solemnise marriages in the Republic of Zambia.

A. MWANAKULANGA,

LUSAKA CITY COUNIL  
P.O. Box 30077  
LUSAKA

for/Town Clerk/Council Secretary

**SCHEDULE**

Name	Church
Pastor Musopa Modern	Zambia Police Training College P.O. Box 340001 Lusaka

GAZETTE NOTICE No. 560 OF 2012

[3955123]

**The Marriage Act**

(Cap. 50, Volume IV of the Laws of Zambia)

**Appointment of Persons to Solemnise Marriages**

IT IS HEREBY NOTIFIED for public information that in exercise of power conferred upon the Town Clerk/Council Secretary Lusaka District by section 5(2) of the Marriage Act Cap. 50 of the Laws of Zambia, the person named in the Schedule set out hereto is appointed to solemnise marriages in the Republic of Zambia.

A. MWANAKULANGA,

LUSAKA CITY COUNIL  
P.O. Box 30077  
LUSAKA

for/Town Clerk/Council Secretary

**SCHEDULE**

Name	Church
Pastor Brighton W. Mayamba	Potter's House Christian Faith Lilanda Site 5 P.O. Box 33861 Lusaka

ADVT—1296—3843622

**Notice of Change of Name by Deed Poll**

THIS DEED OF NAME CHANGE which is intended to be enrolled in the Miscellaneous Registry of the High Court made the 20th day of August, 2012 by the undersigned.

I, Phillimon Nthamizya Lubeya who was formerly known as Philemon Lubeya and Phillimon Nthaminzya Lubeya, a Zambian national by birth.

Witnesses and declares as follows that the reason necessitating change of name is that I was born Phillimon Nthamizya Lubeya but my middle name of Nthamizya was omitted at the time I obtained a School Certificate and my first name of Phillimon was misspelt and read as Philemon but when I went to University of Zambia, my correct names of Phillimon Nthamizya Lubeya were indicated.

Further, at the time I obtained my National Registration Card, my Middle name of Nthamizya was misspelt to read Nthaminzya.

I hereby absolutely renounce and abandon the use of my former names of Philemon Lubeya and Phillimon Nthaminzya Lubeya and assume as from the date of this Deed, the name of Phillimon Nthamizya Lubeya which incorporates the correct first and middle names.

I, declare that I will at all times from now in all records, deeds, instruments in writing and in all actions and proceedings and in all dealings and transactions and on all occasions use and sign the name Phillimon Nthamizya Lubeya as my name. I, authorise and request all persons to designate and address me by such assumed name of Phillimon Nthamizya Lubeya.

In witness of which I have hereunder subscribed my assumed name Phillimon Nthamizya Lubeya and relinquished by names of Philemon Lubeya and Phillimon Nthaminzya Lubeya.

Dated at Lusaka this 20th day of August, 2012.

Signed, sealed and delivered by the said Phillimon Nthaminzya Lubeya formerly known as Philemon Lubeya and Phillimon Nthamizya Lubeya in the presence of:

A. TEMBO,  
Lawyer

P.O. Box 37060  
LUSAKA

ADVT—1297—4022255

**Notice of Change of Name by Deed Poll**

BY THIS DEED POLL made the 24th day of August, 2012, I the undersigned Sunday Genesis Simwinda, holder of National Registration Card No. 191162/16/1, Date of Birth: 13th October, 1964, of Chilanga, in the Lusaka Province of the Republic of Zambia do hereby absolutely and entirely relinquish and abandon the use of my former name and date of birth Sunday Genesis Simwinda, date of Birth: 13th October, 1964 and in lieu thereof do assume as from the date hereof the name and date of birth of Sandie Genesis Simwinda, date of birth: 13th October, 1963 and in pursuance of such change of name and date of birth as aforesaid I hereby declare that I shall at all times hereinafter in all records, deeds and instruments in writing and in all dealings and transactions and upon all occasions whatsoever to assign and use and subscribe the name and date of birth of Sandie Genesis Simwinda, date of birth: 13th October, 1963 as my names and date of birth in lieu of the said particulars as renounced as aforesaid.

And I hereby authorise and request all persons to designate, describe and address me by such names and date of birth of Sandie Genesis Simwinda, date of birth: 13th October, 1963.

In witness whereof I have signed my assumed names and date of birth of Sandie Genesis Simwinda, date of birth: 13th October, 1963 and have set my hand seal this 24th August, 2012.

Signed, sealed and delivered by the said Sandie Genesis Simwinda at Lusaka this 24th day of August, 2012 in the presence of:

K. KAPONDA,  
Administrator

P.O. Box 34511  
LUSAKA

ADVT—1298—3955222

**Notice of Change of Name by Deed Poll**

TAKE NOTICE that by this Deed Poll dated this day of August, 2012 and registered in the High Court for Zambia, I the undersigned Joshua Daka of the Lusaka District in the Lusaka Province of the Republic of Zambia, a citizen of the Republic of Zambia and holder of National Registration Card No. 654038/11/1 now lately called Joshua Daka do hereby for myself absolutely and entirely renounce, relinquish and abandon my former name of Obed Daka and in lieu thereof assume the name of Joshua Daka.

And in pursuance of such change of names as aforesaid, I do hereby declare that I shall at all times hereinafter in all records, deeds and dealings and transactions and upon all occasions whatsoever sign and subscribe the said name Joshua Daka in lieu of the name of Obed Daka so renounced as aforesaid.

And I hereby authorise and request all persons to designate and address me by such assumed name of Joshua Daka.

In witness whereof I hereunto assign my assumed name of Joshua Daka and hereunder set my hand and seal the day and year first before written.

Signed, sealed and delivered by the above named Joshua Daka formerly known as Obed Daka in the presence of:

COMMISSIONER FOR OATHS,

LUSAKA

ADVT—1299—3955182

**Notice of Change of Name by Deed Poll**

TAKE NOTICE by this Deed Poll intended to be registered at the Principal Registry of the High Court for Zambia at Lusaka, I, Memory Kapesa Mwaba of House No. 305, Mazabuka in the Southern Province of the Republic of Zambia, a Zambian citizen by birth descent holder of National Registration Card No. 246027/68/1 do hereby absolutely, entirely, relinquish and abandon the use of my former names of Memory Mwaba and I hereby adopt the names of Memory Kapesa Mwaba to be my names from the date hereof.

And in pursuance of such change of name as aforesaid I hereby declare that I shall at all times hereafter in all records, deeds, actions dealings, transactions and in all proceedings and upon all occasions whatsoever use and subscribe my names to the intent that my names shall be Memory Kapesa Mwaba only.

And I hereby request and authorise all persons to address and designate me by such assumed adopted and original names of Memory Kapesa Mwaba only.

In witness whereof I have unto signed my assumed names of and have set my hand and seal this 17th day of July, 2012.

Signed, sealed and delivered by the above named at Lusaka this 17th day of July, 2012 in the presence of:

J. MUMBA,  
Assistant Clerk

P.O. Box 310089  
LUSAKA