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KWAZULU-NATAL PROVINSIE
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DEPARTMENT OF HEALTH

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GENERAL NOTICES • ALGEMENE KENNISGEWINGS**GENERAL NOTICE 30 OF 2022****ROAD TRAFFIC MANAGEMENT CORPORATION ACT****NOTICE OF AGREEMENT BETWEEN CHIEF EXECUTIVE OFFICER OF ROAD TRAFFIC MANAGEMENT CORPORATION AND VARIOUS PROVINCES**

The Road Traffic Management Corporation hereby and in terms of Section 31(2) of Road Traffic Management Act, 1999 (Act No. 20 of 1999), gives Notice that the Chief Executive Officer of the Road Traffic Management Corporation has entered into agreements in the Schedule hereto with the respective Provincial Departments to perform the functions as stipulated in the agreement, functions so allocated to the Members of the Executive Council in terms of the National Road Traffic Act, 1996 (Act No. 93 of 1996), or any other law relating to road traffic, on behalf of the Members of the Executive Council.

Adv. MS Msibi

Chief Executive Officer

Date:

Schedule:



Road Traffic
Management Corporation

ONLINE SERVICES MEMORANDUM OF UNDERSTANDING

entered into by and between

THE ROAD TRAFFIC MANAGEMENT CORPORATION

and

KWAZULU-NATAL DEPARTMENT OF TRANSPORT

Handwritten initials/signature

AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

PREAMBLE

WHEREAS, the Province is responsible for the testing, registration and licensing of motor vehicles in terms of the National Road Traffic Act (NRTA) and Regulations and Section 4 of the NRTA provides that the registration and licensing system of motor vehicles for each province shall be as prescribed and the Member of the Executive Council (MEC), as per the provisions of the NRTA, may prescribe baseline fees and penalties payable to the Province when a motor vehicle license is renewed;

WHEREAS Regulation 25A(1) of the Regulations provides that if a MEC concerned deems it expedient, he or she may allow for the licensing of a motor vehicle by the owner thereof through a bank's Automatic Teller Machine (ATM) or other form of electronic means;

WHEREAS the Road Traffic Management Corporation (RTMC), as the owner of the National Traffic Information System (NaTIS), has developed certain online functionalities, which functionalities includes amongst others the issuance and delivery of a motor vehicle licence disc issued online, online registration of a motor vehicle by the title holder, online notification of change of ownership by the current title holder, online booking for a learner's or driving licence test and online booking for the renewal and delivery of credit card format driving licence;

WHEREAS the COVID-19 outbreak of the pandemic led to the declaration of the lockdown and Risk Adjusted Strategy regulating and minimising movement and simultaneously promoting E-commerce platforms, with Health and Safety Protocols.

WHEREAS the Province desires the RTMC to render online motor vehicle license renewal services and collect, subject to the provisions of this Agreement, all motor vehicle license fee renewal payments and if applicable penalties, made by Motor Vehicle Owners when utilising the RTMC online services.

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NOW THEREFORE THE PARTIES agree as follows –

1. PARTIES

1.1 The Parties to this Agreement are–

- 1.1.1 The Road Traffic Management Corporation, a statutory entity, established in terms of the Act and listed as a Schedule 3A public entity in terms of the PFMA, herein represented by Adv. M S Msibi in his capacity as Chief Executive Officer, duly authorised thereto; and
- 1.1.2 The KwaZulu-Natal Department of Transport acting for and on behalf of the KwaZulu-Natal Provincial Government, herein represented by Ms S Ngubo in his/her capacity as Acting Head of Department and duly authorised thereto.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Agreement, the following expressions and words have the meaning assigned to them below and derivative expressions and words have a corresponding meaning, unless inconsistent with or otherwise indicated by the context–

- 2.1.1 "**Account**" means the bank account opened in the name of the RTMC to receive and manage all license renewal fee payments;
- 2.1.2 "**Act**" means the means the Road Traffic Management Corporation Act, 1999 (Act No. 20 of 1999);
- 2.1.3 "**Agreement**" means the contents of this Agreement together with the Annexures hereto;
- 2.1.3 "**Baseline Fees**" means the fees charged by the various provinces for the licensing of a motor vehicle;
- 2.1.4 "**Business Day**" means any day in the RSA which is not a Saturday, Sunday or official public holiday within the meaning of the Public Holidays Act, 1994 and all references in

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this Agreement to days shall be deemed calendar days, unless specifically stipulated as being Business Days;

- 2.1.5 “**CEO**” means the Chief Executive Officer of the RTMC appointed in terms of the Act;
- 2.1.6 “**COVID -19**”, means the Novel Coronavirus (2019 -nCov) which is an infectious disease caused by a virus, which emerged during 2019 and was declared a global pandemic by the WHO during the year 2020 that has previously not been scientifically identified in humans;
- 2.1.7 “**Confidential Information**” means all information or data of any nature, tangible or intangible, oral or in writing and in any format or medium, which by its nature or content is or ought reasonably to be identifiable as confidential and/or proprietary to the Disclosing Party’s information, or which is provided or disclosed in confidence, and which the Disclosing Party or any person acting on behalf of the Disclosing Party may disclose or provide to the Receiving Party;
- 2.1.8 “**Disclosing Party**” means either of the Parties which discloses Confidential Information to the other of the Parties;
- 2.1.9 “**Effective Date**” means, notwithstanding the date of signature of this Agreement by the Party signing last in time.
- 2.1.10 “**Head of Department**” means the public servant who is the administrative head of the Department and the accounting officer in terms of the Public Finance Management Act, 1999 (Act No. 1 of 1999).
- 2.1.11 “**MEC**” means Member of the Executive Counsel;
- 2.1.12 “**Month**” means a calendar Month;
- 2.1.13 “**NaTIS**” means the computerised National Traffic Information System that is used as a register that supports the NRTA and Regulations;
- 2.1.14 “**NRTA**” means the National Road Traffic Act, 1996 (Act No 93 of 1996);
- 2.1.15 “**Province**” means the Party as fully described in clause 1.1.2;

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- 2.1.16 **"Parties"** means RTMC and/or Mpumalanga as the context indicates, and "Party" shall mean either one of them as the context may indicate;
- 2.1.17 **"PFMA"** means the Public Finance Management Act, 1999 (Act No 1 of 1999);
- 2.1.18 **"Project Manager"** means the representatives of the Parties appointed by them in terms of clause 11 to fulfil the functions set out therein;
- 2.1.19 **"Project meetings"** means the Project meetings between the representatives of the Parties in terms of clause 11;
- 2.1.20 **"Receiving Party"** means either of the Parties which receives Confidential Information from the other of the Parties;
- 2.1.21 **"Regulations"** means the National Road Traffic Regulations, 2000;
- 2.1.22 **"RTMC"** means the Party as more fully described in clause 1.1.1;
- 2.1.23 **"Services"** means the online motor vehicle license renewal services, which includes the collection and distribution of Licensing Renewal Fees, Penalties and Service Fees;
- 2.1.24 **"Service Fees"** means the percentage fee charged and payable to the RTMC by the Province;
- 2.1.25 **"Staff"** means any employee, independent contractor, agent, consultant, sub-contractor or other representative of either Party;
- 2.1.26 **"Transaction Fees"** means the monies charged per online NaTIS service in terms of section 24(1)(a) of the Act.

2.2 Interpretation

- 2.2.1 In this Agreement unless the context indicates a contrary intention an expression which denotes –
- 2.2.1.1 any reference to the singular includes the plural and vice versa;
- 2.2.1.2 any reference to the natural person includes legal persons and vice

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versa;

- 2.2.1.3 any reference to a gender includes the other genders;
- 2.2.2 if any provision in any definition constitutes a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of this Agreement, notwithstanding that it is only contained in the definition and interpretation clause;
- 2.2.3 when any number of days are prescribed same shall, unless otherwise specifically stated, be reckoned exclusively of the first and inclusively of the last day;
- 2.2.4 where any provision contemplates a notice to be given, such notice shall, unless expressly provided otherwise, be made in writing;
- 2.2.5 where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 2.2.6 any word or expression used in this Agreement which is defined in the Act shall bear the same meaning in this Agreement as assigned to it by the Act;
- 2.2.7 if any provision of this Agreement is in any way inconsistent with the provisions of the PFMA, or the Act, the provisions of the PFMA, or the Act shall prevail, and this Agreement shall be read in all respect subject thereto.

3. PURPOSE OF AGREEMENT

- 3.1 The purpose of this Agreement is to: -
- 3.1.1 formalise the relationship between the RTMC and Province pursuant to the provisions of the PFMA;
- 3.1.2 establish the terms and conditions subject to which the RTMC will render the Services to the Province;
- 3.1.3 providing for the determination of and the payment of the Service Fee by the Province to the RTMC for rendering the the Services;
- 3.1.4 to establish the procedure by which the RTMC will receive all baseline fees payments

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made by the public for the renewal of motor vehicle licenses and payment of such payments received to the Province.

4. APPOINTMENT

The Province hereby and subject to the provisions of this Agreement and any applicable legislation, appoints the RTMC to render the Services set - out in this Agreement and the RTMC hereby accepts such appointment.

5. DURATION

- 5.1 This Agreement shall commence on the Effective Date and shall subject to the provisions of clause 5.2, continue for a minimum period of 5 (five) years ("Termination Date") from the Effective Date.
- 5.2 With effect from the Termination date, this Agreement shall endure indefinitely subject to 5 (five) years written notice of termination given by either Party to the other.

6. SERVICES

- 6.1 The RTMC shall, unless specified otherwise:
- 6.1.1 on NaTIS, make available online license renewal functionality to be utilised by the public to renew motor vehicle license renewals;
- 6.1.2 subject to the provisions of the PFMA, open and manage the Account;
- 6.1.3 on a daily basis manage and monitor and control all online motor vehicle license renewals and receive all license renewal fee and if applicable, penalty payments deposited into the Account by-
- 6.1.3.1 printing the license disc;
- 6.1.3.2 reconciling each payment received; and
- 6.1.3.3 prepare a comprehensive and detailed monthly reconciliation report;

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- 6.1.3.4 transfer all reconciled transactions, subject to paragraph 8 hereunder, to the account identified by the Province, which transfer will be on or before the 21st of the month following the month of receipt.
- 6.2 **Problem and negative trend identification.** Should RTMC encounter any problem or identify any trend in the services, which could cause or indicate the likely occurrence of faults, defects or delays, it shall immediately report such matter to the Province. The Parties shall thereafter agree on corrective measures to be taken to address or pre-empt the problem of this Agreement.
- 6.3 **Diligence, care and professionalism.** RTMC shall exercise all reasonable diligence, care and act in a professional manner in the execution of this Agreement and the provision of the Services and shall not do anything that would discredit, dishonour, reflect adversely on or injure the reputation of the Province.
- 6.4 RTMC shall immediately inform the Province if it appears, in the light of information that has come to hand, that the services require revision for whatsoever reason.
- 6.5 Meetings. RTMC shall attend all meetings including Steering Committee meeting aimed at monitoring the progress of the services as reasonably required by the Province.
- 6.6 RTMC shall promptly notify the Province of any information, received by RTMC, which in the opinion of RTMC is likely to be of interest, use or benefit to the Province in relation to the Services or this Agreement.
- 6.7 All reports and documentation to be provided by RTMC shall be signed off by RTMC Project Manager.
- 6.8 All reports and information provided by RTMC to the Province in terms of this Agreement shall contain accurate information so as to enable the Province to monitor the Service standards.
- 6.9 Place of payment. Payment for the Services shall be made by the RTMC to the Province by electronic transfer into the following banking account.



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Bank:.....; **Absa Public Sector KZN**
Account Name:.....; **KZN PROVINCIAL
GOVERNMENT – KZN
TRANSPORT-MLB REVENUE**
Account Number:; **40-7250-2078**
Branch Code:; **632005**

7. SERVICE FEE

- 7.1 The RTMC shall subject to the provisions of 8.2, be entitled to and paid a Service Fee of 8% by the Province of and for all baseline fees and penalties collected on behalf of the Province.
- 7.2 Collected fees and penalties shall not include Transaction Fees collected.

8. RELATIONSHIP BETWEEN THE PARTIES

- 8.1 This Agreement shall not constitute, or be deemed to constitute, a partnership between the Parties and neither Party shall have any right, authority or power to bind the other, or incur any liability on behalf of the other or to pledge the credit of the other Party.
- 8.2 Nothing in this Agreement shall constitute, or be deemed to constitute, an employment contract between the Parties, or be deemed to constitute such a relationship.
- 8.3 The Parties shall at all times have a duty of good faith in their dealings with one another.

9. GENERAL OBLIGATIONS OF THE PARTIES

The Parties shall co-operate with each other in good faith.

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10. WARRANTIES AND REMEDIES

RTMC warrants that it is fully conversant with all relevant statutory requirements having a direct or indirect bearing on this Agreement and that it shall comply with all laws and regulations of the Republic of South Africa, and in particular the PFMA.

11. CONTRACT MANAGEMENT

11.1 Steering Committee. Each Party shall appoint, in writing, after the Effective Date representatives and alternates to represent the Parties on the Steering Committee.

11.2 Constitution of Steering Committee. The Steering Committee shall comprise of 2 (two) representatives of each Party.

11.3 The chairperson of the Steering Committee shall be the RTMC's Project Manager, to present the Parties at a Steering Committee meeting.

11.4 Any appointment, removal or replacement of representatives by a Party shall be by notice to the other Party and shall be effective as soon as such notice is received by the other Party.

11.5 The Steering Committee may from time to time co-opt additional persons to sit on the Steering Committee, whether in a voting or monitoring capacity.

11.6 Functions. The functions of the Steering Committee shall be—

11.6.1 continually review the management information requirements of the Steering Committee and agree on any variations in such functions to provide a means for the joint review of issues relating to all day-to-day aspects with regard to the Services;

11.6.2 to provide a forum for joint strategic discussion, and possible variations of the Services to be performed by RTMC;

11.6.3 in certain circumstances, pursuant to the Dispute Resolution, to provide a means of resolving disputes or disagreements between the Parties;

11.6.4 to review and discuss any other issues with regard to the Services;

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- 11.6.5 where any specific action or consent is required by either Party in terms of this Agreement;
- 11.6.6 report to each other for the duration of this Agreement and shall ensure that any unacceptable performance by a Party of its obligations in terms of this Agreement is brought to the attention of the Steering Committee timeously to enable the RTMC to take suitable corrective action.
- 11.7 **Status of Decisions.** No decision of the Steering Committee's meetings shall have the effect of amending the terms of this Agreement.
- 11.8 **Minutes of Meetings.** All meetings between the Parties shall be recorded and signed by a member of the Parties representing each of the Parties on the Steering Committee and the minutes so kept shall be circulated to the members of the Steering Committee within 7 (seven) days of each meeting.
- 11.9 As soon as possible after the Effective Date, each Party shall appoint a Project Manager and notify the other Party of such appointment.
- 11.10 **Authority.** Each Party shall ensure that their Project Manager will have the necessary skill, expertise and experience to carry out such responsibility. Unless otherwise specifically provided in this Agreement or agreed to in writing by a Party, such Party's Project Manager shall not be entitled to make any operational decisions concerning the provision of the Services and shall not be authorised to bind or commit it to any amendments to this Agreement.
- 11.11 Either Party shall be entitled at any time to terminate the appointment of its Project Manager by notice to the other Party or to appoint any other person as Project Manager and such termination shall take effect in terms of such notice.
- 11.12 All communications concerning the management of this Agreement shall, unless otherwise agreed to between the Parties, take place between the Parties' respective Project Managers.

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12. FINANCIAL ARRANGEMENTS

Except for the payment of the Service Fee by the Province to the RTMC each Party shall bear its own costs in the fulfilment of its obligations in terms of this Agreement.

13. FORCE MAJEURE

- 13.1 **Force majeure event.** *Force majeure* shall mean any material event beyond the control of either Party whose occurrence could not have been reasonably foreseen at the date of execution of this Agreement and which, despite the exercise of diligent efforts, such Party was unable to prevent, limit or minimise, including but not limited to fire, explosion, war, revolution, riot, insurrection, protest and/or boycott action, floods, storms and other natural disturbances, perils of the sea, breakdown of machinery and equipment (not avoidable by proper maintenance and planning), and/or Act of God and which causes material and unavoidable damage to property, material delays or interruptions.
- 13.2 **Notify of force majeure event.** The Party prevented from fulfilling its obligations in terms of this Agreement shall on becoming aware of such *force majeure* event promptly notify the other Party of such *force majeure* event and when such an event of *force majeure* has ceased.
- 13.3 **No liability for force majeure.** Neither Party shall be considered to be in default or in breach of its obligations under this Agreement if and to the extent that performance of such obligation is prevented by any circumstances of *force majeure*, which arise after the Effective Date.
- 13.4 **Endeavour to continue obligations.** Upon the occurrence of any *force majeure* event the Parties shall endeavour to continue to perform its obligations under this Agreement so far as reasonably possible. The Party shall notify the other of the steps it proposes to take including any reasonable alternative means for performance, which is not prevented by the *force majeure* event and shall not take such steps unless directed by the other to do so.

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- 13.5 If the *force majeure* event continues for a period of 90 ((ninety) days, the Parties shall promptly consult with the view to reaching a mutually satisfactory resolution to the change in circumstances. In the event that the Parties do not reach a mutually satisfactory resolution either Party may terminate this Agreement.
- 13.6 **Failure to notify *force majeure* event.** If a Party fails to inform the other Party of the *force majeure* event concerned as set out in this clause 16 then such Party shall thereafter not be entitled to refer to or rely on such *force majeure* event as a reason for non-fulfilment of any obligation in terms of this Agreement, provided that this obligation to perform shall not apply if a *force majeure* event is known by both Parties or the Party is unable to inform the other Party due to the *force majeure* event.
- 13.7 The foregoing provisions of this clause 16 shall not excuse or release the Party claiming *force majeure* from obligations due or performable, or compliance required, under this Agreement prior to the *force majeure* event nor failures, delays in performance or obligations not effected by the event of *force majeure*, except to the extent the same cannot be performed.
- 14. AUDIT ACCESS AND OPEN BOOK**
- 14.1 RTMC shall keep and operate a proper and efficient accounting and Procurement management system to reflect truly and fairly, in conformity with the PFMA and generally accepted accounting practices.
- 14.2 RTMC shall, in order to enable the Province to determine whether the provisions of this Agreement have been complied with provide the Province with such information as it may reasonably require.
- 15. CONFIDENTIAL INFORMATION**
- 15.1 **Confidentiality obligation.** Each Party ("the Receiving Party") must treat and hold as confidential all information which they may receive from the other Disclosing Party

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or which becomes known to them concerning the Disclosing Party during the duration of this Agreement.

15.2 Nature of the Confidential Information. The Confidential Information of the Disclosing Party shall, without limitation, include—

15.2.1 all software and associated material and documentation, including information contained therein;

15.2.2 all information relating to –

15.2.2.1 the Disclosing Party's past, present and future research and development;

15.2.2.2 the Disclosing Party's business activities, service providers and such service providers confidential information;

15.2.2.3 the terms and conditions of this Agreement; and

15.2.2.4 the Procumbent Process to appoint service providers for Mpumalanga's Database.

15.3 The Parties shall, except as permitted by this Agreement, not disclose or publish any Confidential Information in any manner, for any reason or purpose whatsoever without the prior written consent of the Disclosing Party and in the event of the Confidential Information relating to a third party, it shall also be incumbent on the Receiving Party to obtain the consent of such third party.

15.4 Receiving Party's obligations with regard to Confidential Information. The Receiving Party agrees that in order to protect the proprietary interests of the Disclosing Party in its Confidential Information –

15.4.1 it will only make the Confidential Information available to those of its Staff who are actively involved in the execution of this Agreement;

15.4.2 subject to the right to make the Confidential Information available to their Project Managers and the Steering Committee above, they will not at any time, whether during this Agreement or thereafter, either use any Confidential Information of the

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Disclosing Party or directly or indirectly disclose any confidential information of the Disclosing Party to third parties.

- 15.5 **Information not deemed Confidential Information.** The foregoing obligations shall not apply to any information which -
- 15.5.1 is lawfully in the public domain at the time of disclosure;
 - 15.5.2 subsequently and lawfully becomes part of the public domain by publication or otherwise;
 - 15.5.3 subsequently becomes available to the receiving Party from a source other than the disclosing Party, which source is lawfully entitled without any restriction on disclosure to disclose such Confidential Information; or
 - 15.5.4 is disclosed pursuant to a requirement or request by operation of law, regulation or court order.
- 15.6 **Severability.** The provisions of this clause 16 are severable from the rest of the provisions of this Agreement and shall survive its termination and continue to be of full force and effect for a period of 5 (five) years after the date of termination.

16. DISPUTE SETTLEMENT BETWEEN THE PARTIES

- 16.1 If any dispute or difference of any kind, in connection with or arising out of this Agreement arises between the RTMC and the Province, the Parties shall make every effort to resolve the dispute amicably by consultation. The Project Managers shall discuss the dispute and attempt to resolve the dispute without the necessity of any formal proceedings.
- 16.2 If the dispute is not capable of being settled between the Project Managers amicably, such dispute shall be elevated to the Steering Committee.
- 16.3 Should the Steering Committee fail to resolve the dispute, either the RTMC or the Province, may refer the dispute to the Head of the Department and the CEO or their

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- duly authorised employees, who shall convene a meeting within thirty (30) days of the dispute having referred to them, to resolve the dispute.
- 16.4 Should the dispute remain unresolved for a period of 30 (thirty) days after being so referred, either Party may declare such dispute a formal intergovernmental dispute by notifying the other Party of such declaration in writing, in which event the Parties will follow the procedure as outlined in Section 42 of the Intergovernmental Relations Framework Act, Act No 13 of 2005.
- 16.5 Should the dispute still remain unresolved, the dispute will be adjudicated by a competent court with jurisdiction to hear the matter.
- 16.6 Notwithstanding the provisions of this clause, any Party shall be entitled to institute any proceedings for urgent interim relief arising out of or in connection with this Agreement in the High Court of South Africa having jurisdiction over the Parties.
- 16.7 Notwithstanding any dispute and/or court proceedings herein the Parties shall continue to perform their respective obligations under this Agreement unless they otherwise agree.

17 BREACH

- 17.1 Should either Party fail to comply with any provision of this Agreement the aggrieved Party may send a letter of demand to the defaulting Party, demanding compliance with such provision and should the defaulting Party, after a period of thirty (30) days (or such longer periods as may under the circumstances be reasonably necessary) of the date of receipt of such notice, remain in default, the aggrieved Party shall be entitled, without prejudice to any other rights it may have –
- 17.1.1 to claim specific performance from the defaulting Party and to claim such damages as it may have suffered; or
- 17.1.2 to discharge and execute the defaulting Party's obligations on its behalf and to recover the costs and disbursements incurred in respect thereof from that Party.

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18 NOTICES AND DOMICILIUM

18.1 The Parties choose as their *domicilium citandi et executandi* (address for purpose of legal proceedings and legal notices) their respective addresses set out in clause below, at which addresses all processes and notices arising out of or in connection with this Agreement, its breach or termination may validly be served upon or delivered to the Parties.

18.1.1 RTMC:

349 Witchhazel Avenue, Block F Eco Origins, Highveld Ext 0079.

18.1.2 Province:

KZN Department of Transport, Inkosi Mhlabunzima Maphumlo House, 172 Burger Street, Executive Building, 3rd Floor, Pietermaritzburg, 3201

or at such other address, not being a post office box or poste restante, of which the Party concerned may notify the other in writing.

18.2 Any written notices required in terms of clause 19.1 shall only be satisfied if such notice is given in a written, paper-based form.

18.3 Any notice given in terms of this Agreement shall be in writing and shall, unless proved otherwise -

18.3.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery; or

18.3.2 if posted by prepaid registered post be deemed to have been received by the addressee on the 10th (tenth) Business Day following the date of such posting.

18.4 Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by a Party at its chosen *domicilium* address set out above shall be an adequate written notice of communication to such Party.

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19. CESION AND DELEGATION AND SUB-CONTRACTING

Neither Party shall be entitled to cede, delegate or assign any of its rights or obligations in terms of this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

20. WHOLE AGREEMENT AND NON-VARIATION

20.1 This Agreement constitutes the whole of the agreement between the Parties hereto relating to the subject matter hereof and the Parties shall not be bound by any terms, conditions or representations whether written, oral or by conduct and whether express or tacit not recorded herein.

20.2 No addition to, variation, consensual cancellation or novation of this Agreement, including this clause, shall be of any force or effect unless reduced to writing and signed by both Parties or by their duly authorised by both Parties or by their duly authorised representatives.

21. WAIVER

No waiver of any of the terms and conditions of this Agreement will be binding or effectual for any purpose unless expressed in writing and signed by the Party hereto giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either Party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

22. SEVERABILITY

Should any of the terms and conditions of this Agreement be held to be invalid, unlawful, or unenforceable, such terms and conditions will be severable from the remaining terms and conditions which will continue to be valid and enforceable. If

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any term or condition held to be invalid is capable of amendment to render it valid, the Parties agree to enter into negotiations to resolve the invalidity.

23. SIGNING AUTHORITY

The Parties warrant and represent that a duly authorised representative of that Party executes this Agreement.

SIGNED AND EXECUTED at Centurion and in the presence of the undersigned

witnesses on this 08 day of September 2020.

AS WITNESSES:

Handwritten signature on a dotted line, with a '2' written below it.

Handwritten signature on a dotted line, with 'for RTMC' written below it.

SIGNED AND EXECUTED at Pretoria and in the presence of the undersigned

witnesses on this 27th day of July 2020

AS WITNESSES:

Two handwritten signatures on dotted lines, with '1' and '2' written below them.

Handwritten signature on a dotted line, with 'for the Province' written below it.

MUNICIPAL NOTICES • MUNISIPALE KENNISGEWINGS**MUNICIPAL NOTICE 121 OF 2022
PUBLIC NOTICE****ETHEKWINI MUNICIPALITY: RULES OF ORDER SECOND AMENDMENT BY-LAW, 2021**

NOTICE IS HEREBY GIVEN that the eThekweni Municipal Council has enacted, by way of resolution in terms of section 12 of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000), the Rules of Ordser Second Amendment By-law, 2021 contained hereunder.

Mr Musa Mbhele
Acting City Manager

City Hall
Dr Pixley Ka-Isaka Seme Street
Durban

**eTHEKWINI METROPOLITAN MUNICIPALITY: RULES OF ORDER SECOND
AMENDMENT BY-LAW, 2021**



Adopted by Council on the: 2021-12-15

RULES OF ORDER SECOND AMENDMENT BY-LAW, 2021**GENERAL EXPLANATORY NOTE:**

[] Words in bold type in square brackets indicate omissions from the existing By-law.

_____ Words underlined with a solid line indicate insertions in existing By-law.

To amend the Rules of Order By-law, 2014 to insert a definition for “meeting”; to amend the number of council meetings per calendar year; and to provide for matters connected therewith.

BE IT MADE by the eThekweni Municipal Council as follows:

Amendment of Rule 1 of the eThekweni Municipality: Rules of Order By-law, 2014

1. Rule 1 of the eThekweni Municipality: Rules of Order By-law, 2014 (hereinafter referred to as the principal By-law) is hereby amended –

(a) by the insertion after the definition of “**Mayor**” of the following definition –

“ **Meeting**” means an ordinary meeting, special meeting or urgent meeting, and includes the holding of such meeting through any virtual platform as may be required”.

Amendment of Rule 5 of the eThekweni Municipality: Rules of Order By-law, 2014

2. Rule 5 of the principal By-law is hereby amended –

(a) by the substitution for sub-rule (1) of the following sub-rule:

“(1) The Municipal Council must have a minimum of **[11] 4** meetings in a calendar year.”.

(b) by the substitution for sub-rule (2) of the following sub-rule:

“(2) The Speaker must decide where and when the Council meets, including whether such meeting is to be held in person or through a virtual platform, but if a majority of the Councillors request the Speaker in writing to convene a meeting of the Council to debate any matter, the Speaker must convene a meeting at the time set out in the request in accordance with section 29(1) of the Act.”.

Short title and commencement.

3. This By-law is called the eThekweni Metropolitan Municipality: Rules of Order Second Amendment By-law, 2021 and comes into operation on the date of the publication thereof in the *Provincial Gazette*.

ISAZISO SOMPHAKATHI**UMASIPALA WASETHEKWINI: ISICHIBIYELO SESIBILI SOMTHETHO KAMASIPALA
WASETHEKWINI WEMITHETHO YENQUBO KA-2021**

Lesi yisaziso sokuthi uMkhandlu kaMasipala waseThekwini usuthathe isinqumo ngaphansi kwesigaba 12 somthetho kazwelonke iLocal Government: Municipal Systems Act (uMthetho No. 32 ka-2000) sokushaya Isichibiyelo Sesibili Somthetho kaMasipala WaseThekwini Wemithetho Yenqubo, ka-2021, olapha ngenzansi.

Mnu Musa Mbhele
iBamba leMenenja yeDolobha

City Hall
Dr Pixley Ka-Isaka Seme Street
Durban

**ISICHIBIYELO SESIBILI SOMTHETHO KAMASIPALA WASETHEKWINI
WEMITHETHO YENQUBO, SIKA-2021**



Saphasiswa uMkhandlu mhla ka: 2021-12-15

**ISICHIBIYELO SESIBILI SOMTHETHO KAMASIPALA WASETHEKWINI
WEMITHETHO YENQUBO, SIKA-2021**

AMANOTHI ENCAZELO YOKUJWAYELEKILE:

[] Amagama abhalwe ngokugqamile kubakaki abayisikwele akhombisa okweqiwe eMthethweni kaMasipala okhona.

_____ Amagama adwetshelwe ngomugqa ogqamile akhombisa okufakiwe eMthethweni kaMasipala okhona.

Ukuchibiyela uMthetho kaMasipala Wemithetho Yenqubo, ka-2014 ngokufaka incazelo yegama “umhlangano”; ukuchibiyela inani lemihlangano yoMkhandlu yekhalenda lonyaka; kanye nokuhlinzekela izindaba eziphathelele nalokhu.

KWENZIWE uMkhandlu kaMasipala waseThekwini kanje:

Ukuchibiyela uMthetho 1 kusomqulu weMithetho kaMasipala waseThekwini Wemithetho Yenqubo, ka-2014

1. UMthetho 1 kusomqulu weMithetho kaMasipala waseThekwini Wemithetho Yenqubo, 2014 (lapha obizwa ngoMthetho kaMasipala omkhulu) ngalokhu uyachitshiyelwa –

(a) ngokufaka ngemuva kwencazelo yegama elithi “**iMeya**” le ncazelo elandelayo –

“ “Umhlangano” usho noma yimuphi umhlangano owejwayelekile, umhlangano oyisipesheli noma umhlangano ophuthumayo, futhi kubalwa nokubanjwa kwalowo mhlango ngokusebenzisa noma yibuphi ubuchwepheshe uma kudingeka”.

Ukuchitshiyelwa koMthetho 5 kusomqulu weMithetho kaMasipala waseThekwini Wemithetho Yenqubo, ka-2014

2. UMthetho 5 kusomqulu weMithetho kaMasipala omkhulu ngalokhu uyachitshiyelwa –

(a) ngokuguqula isigatshana somthetho (1) salesi sigatshana esilandelayo:

“(1) UMkhandlu kaMasipala kufanele ube nemihlangano okungenani engu **[11] 4** ekhalendeni lonyaka”.

(b) Ngokuguqula isigatshana somthetho (2) salesi sigatshana esilandelayo:

“(2) USomlomo kufanele anqume ukuthi uMkhandlu uhlangana kuphi futhi nini, okufaka nokuthi lowo mhlangotho uzobanjwa ubuso nobuso noma ngokusebenzisa ubuchwepheshe, kepha uma iningi lamaKhansela licela uSomlomo ngokubhala phansi ukuba abize umhlangano woMkhandlu ukuze kudingidwe noma yiluphi udaba, uSomlomo kumele abize umhlangano ngesikhathi esibekwe esicelweni ngokuhambisana nesigaba 29(1) soMthetho”.

Isihloko esifingqiwe nokuqala ukusebenza.

3. Lo Mthetho kaMasipala ubizwa ngokuthi Isichibiyelo Sesibili soMthetho kaMasipala waseThekwini weMithetho Yenqubo, sika-2021 futhi uzoqala ukusebenza ngosuku lokushicilelwa kwawo *kwiGazethi yeSifundazwe*.

MUNICIPAL NOTICE 122 OF 2022**NEWCASTLE MUNICIPALITY****NOTICE N^o CS 07/2022****PUBLIC NOTICE CALLING FOR INSPECTION OF THE THIRD SUPPLEMENTARY VALUATION ROLL AND LODGING OF OBJECTIONS**

Notice is hereby given in terms of Section 49(1)(a)(i) read together with section 78(2) of the Local Government : Municipal Property Rates Act, 2004 (Act No 6 of 2004), amended by Act No 29/2014, hereinafter referred to as the "Act", that the Third Supplementary Valuation Roll (SV03), for the 2021/2022 financial year will be open for public inspection at the Municipal Offices, 37 Murchison Street, Newcastle, the Madadeni, Osizweni, and Charlestown offices and all libraries within the area of jurisdiction of the Newcastle Municipality, from 19 April 2022 to 20 May 2022. In addition, the Third Supplementary Valuation Roll (SV03) will be available on the Municipality's website: www.newcastle.gov.za.

An invitation is hereby made in terms of section 49(1)(a)(ii) read together with section 50(1)(c) of the Act that any owner of property or other person who so desires, should lodge an objection with the Acting Municipal Manager in respect of any matter reflected in, or omitted from, the Third Supplementary Valuation Roll (SV03) within the abovementioned period.

Attention is specifically drawn to the fact that in terms of section 50(2) of the Act an objection must be in relation to a specific individual property and not against the Third Supplementary Valuation Roll (SV03) as such.

The forms for the lodging of an objection are obtainable at the: Municipal Offices, 37 Murchison Street, Newcastle, Rates Hall, Enquiry Counter. Monday to Friday 08:00 to 15:00, or on the aforesaid website.

The completed forms must be returned by **registered** post to: **or** **hand delivered** to:

The Acting Municipal Manager
Attention – Valuations Section
Private Bag X6621
Newcastle
2940

Municipal Offices
Second Floor – Office B245
37 Murchison Street
Newcastle

For enquiries please telephone: Thabisile Cele - 034 328 7641 or Nonhlanhla Ndebele - 034 328 7657 or by e-mail to: Nonhlanhla.ndebele@newcastle.gov.za or thabisile.cele@newcastle.gov.za

ZW Mcineka – Acting Municipal Manager
Municipal Offices: Newcastle Municipality
Private Bag X6621, Newcastle 2940

Date: 31 March 2022

Notice N^o CS 07 /2022

MUNICIPAL NOTICE 123 OF 2022**LOCAL MUNICIPALITY****PUBLIC NOTICE****CALLING FOR INSPECTION OF THE GENERAL VALUATION ROLL 2022 AND LODGING OF OBJECTIONS****CLOSING DATE FOR OBJECTIONS: 31 MARCH 2022****EXTENSION OF CLOSING DATE: 01 APRIL 2022-25 APRIL 2022**

Notice is hereby given in terms of Section 49(1)(a)(i) of the Local Government Municipal Property Rates Act, 2004 (Act No. 6 of 2004), hereinafter referred to as the "Act" that the General Valuation Roll for years 2022-2027 is open for public inspection

The general valuation roll is available for inspection at the following offices:**Winterton:** Tourism Offices, Cashier and Winterton Library**Bergville:** Main Reception, Bergville Library, Cashier and Rates Offices**Website:** www.okhahlamba.gov.za

An invitation is hereby made in terms of Section (49)(1)(a)(ii) of the Municipal Rates Act, that any owner of property or other person who desires should lodge an objection with the Municipal Manager in respect of any matter reflected in, or omitted from the General Valuation Roll within the above-mentioned period.

Attention is specifically drawn to the fact that in terms of section 50(2) of the act an objection must be in relation to a specific property and not against the supplementary valuation roll as such.

The form for the lodging of an objection is also available at the municipal offices and website above.

The completed forms must be returned to the following address on or before the expiry date of the period afforded for public inspection as stated above:

All envelopes containing objections should be marked as follows:

Mr. NS Malinga – General Valuation Roll 2022-2027- Objections.

For enquiries and comments: Contact Person: Ms C Moola, tel. (036) 448 8026/ 036 448 8039 c/o The Municipal Manager, Okhahlamba Local Municipality, 259 Kingsway Street or P.O. Box 71, BERGVILLE, 3350.

S N MALINGA - MUNICIPAL MANAGER

Whoodoo Media & Advertising

MUNICIPAL NOTICE 124 OF 2022

agriculture, land reform
& rural development
Department:
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

**ENDUMENI LOCAL MUNICIPALITY DRAFT SPATIAL DEVELOPMENT FRAMEWORK (SDF)**

Notice is hereby given in terms of Section 20 (3) (a) and (b) of the Spatial Planning and Land Use Management Act (SPLUMA) 2013 (Act 16 of 2013) known as SPLUMA and read together with Section 28 (3) of the Municipal Systems Act of 2000, that the Endumeni Local Municipality has prepared a Draft Spatial Development Framework (SDF).

The Spatial Development Framework is a long-term forward planning strategic and policy framework which spatially provides the direction of the growth and development path of the municipality. The SDF is the key component of Integrated Development Plan (IDP) as stated in section 26 (e) of the Municipal Systems Act of 2000 which the municipality is obliged to adopt. It will also be used as a policy framework tool to guide decision making, aimed at the creation of sustainable, integrated and economically viable settlements.

The Draft SDF can be found on the website at www.endumeni.gov.za and copies will lie open for inspection during normal office hours from date of publication of this notice at the Endumeni Municipal Offices at 64 Victoria Street, Dundee.

Any comment/representation/objection/input in respect of the Draft SDF may be submitted in writing for the attention to Miss Ayanda Dlungwana, Town Planner: Endumeni Local Municipality (081 736 2204 or planner@endumeni.gov.za) on or before the **16 May 2022**. Any enquiries may also be directed to the above persons. Should you fail to lodge comments/ representation/ objections to the above persons by the said date, it will not be considered.

UHLAKA LOKUTHUTHUKISWA KWEZINDAWO KAMASIPALA WASE-ENDUMENI (SDF)

Isaziso sikhishwa ngokweSigaba 20 (3) (a) kanye (b) soMthetho WokuHlelwa Kwezindawo kanye Nokuphathwa Kokusetshenziswa Komhlaba (SPLUMA) 2013 (uMthetho we-16 wezi-2013) owaziwa ngokuthi i-SPLUMA futhi sifundwa kanye neSigaba 28 (3) woMthetho Wezinhlelo Zomasipala wezi-2000, wokuthi uMasipala Wasekhaya wase-Endumeni ulungise Uhlaka Lohlaka Lokuthuthukiswa Kwezindawo (SDF).

Uhlaka Lokuthuthukiswa Kwendawo luwuhlaka lwesulu lokuhlela phambili lwesikhathi eside kanye nohlaka lwenqubomgomo oluhlinzeka ngomkhombandlela wokukhula kanye nentuthuko kamasipala. I-SDF iyingxenywe esemqoka yoHlelo Lwentuthuko Edidiyelwe (IDP) njengoba kushiwo esigabeni 26 (e) soMthetho Wezinhlelo Zomasipala wezi-2000 umasipala ophoqelekile ukuba uwamukele. Izophinde isetshenziswe njengethuluzi lohlaka lwenqubomgomo lokukhomba indlela ekuthathweni kwezinqumo, okuhloswe ngayo ukwakhiwa kwezindawo zokuhlala ezisimeme, ezididiyelwe nezinomnotho.

Uhlaka lwe-SDF lungatholakala kusizindalwazi ku- www.endumeni.gov.za kanti amakhophi ayohlala evuliwe ukuze ahlolwe ngezikhathi ezijwayelekile zokusebenza kusukela ngosuku okushicilelwe ngalo lesi saziso emahhovisi kaMasipala waseNdumeni aku-64 Victoria Street, eDundee.

Noma yikuphi ukuphawula/imibono/ukuphikisa/okufakiwe mayelana nohlaka lweSDF kungathunyelwa ngokubhaliwe ukuze kuqashelwe uMiss Ayanda Dlungwana, uMhleli weDolobha: kuMasipala waseNdumeni (081 736 2204 noma planner@endumeni.gov.za) ngaphambi noma ngaphambi **16 May**

wehluleka ukufaka imibono/iziphakamiso/ukuphikisana nalaba bantu abangenhla ngosuku olushiwo, ngeke kuhlungwe.

PROVINCIAL NOTICES • PROVINSIALE KENNISGEWINGS

PROVINCIAL NOTICE 20 OF 2022

KWAZULU-NATAL LAND ADMINISTRATION AND IMMOVABLE ASSET MANAGEMENT ACT, 2014 (ACT NO. 2 OF 2014)

NOTICE IN TERMS OF SECTION 5 (3) OF THE KWAZULU-NATAL LAND ADMINISTRATION AND IMMOVABLE ASSET MANAGEMENT ACT, 2014 (ACT NO. 2 OF 2014)

In terms of Section 5 (2) of the KwaZulu-Natal Land Administration and Immovable Asset Management Act, 2014 (Act No. 2 of 2014), I Mr N.M Sibiya, the Member of the Executive Council for Human Settlements and Public Works of the KwaZulu-Natal Provincial Government hereby gives notice of intention to dispose Erf 2062 Esikhawini J to the Ngoboyolwazi Creche (Non-profit organization) by way of donation for the community at Esikhaheni Township.

Property description	Street Address	Extent	Title Deed	Applicable rights over property	Current Zoning	Magisterial District	Current usage	Improvements
Erf 2062 Esikhawini J, Registration division - GU	J2062 Imbabala Street, Esikhaheni	0.3890ha	T24298/2020	None	Education	Umhlathuze	Ngoboyolwazi Creche	None

Written representations with regard to the proposed disposal can be made, within thirty (30) days of the publication of this notice to the Head: Public Works (KwaZulu-Natal) at the address hereunder for consideration

Contact details

Head: Public Works KZN

Physical address:

191 Prince Alfred Street, Pietermaritzburg 3201

Postal address:

Private Bag X 9142
Pietermaritzburg
3200

Enquiries person: Mr S Tsama

Tel. No.: (033) 260 4204

Fax. No.: (033) 260 4191

Attention: Mr S Tsama

MR N.M SIBIYA
HONOURABLE MEC: HUMAN SETTLEMENTS AND PUBLIC WORKS

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