

<b>10.3</b>	<b>AARTO: IMPLEMENTATION FROM 1 OCTOBER 2021</b>
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Collaborator No:

IDP KPA Ref No: Good Governance and Compliance

Meeting Date: 2021-09-29

**1. SUBJECT AARTO: IMPLEMENTATION FROM 1 OCTOBER 2021**

**2. PURPOSE**

To submit a report to Council to consider submitting a formal objection to the RTMC and RTIA to implement Phase 2 of AARTO (Issuing Authority), at the Stellenbosch Municipality.

**3. DELEGATED AUTHORITY**

The authority to give consent to the introduction/implementation of AARTO is vested in Council.

**4. EXECUTIVE SUMMARY**

The AARTO Amendment Act 4 of 2019 with regulations is now incrementally being put in place and will culminate with the implementation of the Points Demerit System. The impact of the points demerit system embedded in the AARTO process is such that there will be an allocation of demerit points for specific transgressions committed by infringers on South African roads.

The AARTO Amendment Act 4 of 2019 is different. It “decriminalises” all but the most serious traffic offences and subjects it to administrative processes. It does this by categorising road traffic violations as “infringements” or “offences”. Infringements are dealt with administratively. Criminal offences are prosecuted in criminal courts.

The “new intended AARTO system” differs considerably from the current system. Currently, the way traffic fines are issued and processed by the Local and Provincial Authorities in almost every jurisdiction of the country, is through using the Criminal Procedure Act. As its name implies, it is a criminal process and regards all violations of traffic law to be criminal offences. These offences are prosecuted by the NPA, mainly in the magistrate courts.

The intention is that infringers can exercise their elective options accompanied by the introduction of the Independent Appeals Tribunal, where they can appeal against the rulings of the Road Traffic Infringement Agency (RTIA) to the tribunal where such representations were unsuccessful.

The amended AARTO process comprises three steps, which in turn involve several sub-processes, depending on how you, as a motorist react. Throughout its processes the duty is on the motorist to act and failure to do so will result in consequences of varying severity.

These steps are:

1. An infringement notice;
2. A courtesy letter; and
3. An enforcement order.

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**Step 1 – Infringement Notice**

1. A Traffic offence is regarded as a very serious violation of the law which warrants a major sentence on conviction, such as imprisonment or a substantial monetary fine, or both.
2. Minor and major infringements are dealt with in accordance with the administrative procedures, as prescribed in the AARTO Act.

If a person is alleged to have committed an infringement, the traffic officer will issue an Infringement Notice.

Hand-written infringement notices are handed out by traffic officers and will eventually be replaced by electronic devices. Camera infringements are electronically generated by eNatis and sent by mail. At this point, the fine amount has a 50% discount attached if paid in 32 days.

**Step 2 – Courtesy Letter**

1. A courtesy letter is mailed if the fine is not paid in the first 32 days that the infringement notice is issued. At this point, the full amount must now be paid plus administration fees. Failure to comply with the requirements of the Courtesy Letter will result in the issuing of an Enforcement Order.

**Step 3 – Enforcement Order**

1. By failing to comply with the Courtesy Letter or appearing in court after electing to appear in court, an offender will be issued an Enforcement Order by mail. At this point, demerit points will be automatically allocated.

Failure to comply with the requirements of the Enforcement Order within 32 days will result in a Warrant being issued to recover the applicable penalty and fees.

Until such time that the penalty and the additional fees have been paid, no driving license, professional driving permit, or vehicle license disc will be issued which is registered in the perpetrator's name until the Enforcement Order has been complied with or revoked.

**Step 4 – Warrant of Execution**

1. If the Enforcement Order is not complied with within 32 days a Warrant will be issued and handed to a Sheriff for execution. This may include seizing your movable property, defacing your driving license and license disc, or reporting you to a credit bureau.

*With all the above not in place, we cannot proceed by introducing AARTO within the municipal area as we are not ready to perform all these functions as our systems is not align to AARTO.*

***(Refer to the Final Readiness Assessments of Offices of Identified Provincial and Municipal IA's for Phase One and Two: 2021/22 Financial Year document).***

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**5. RECOMMENDATIONS**

- (a) that Council notes the report, specifically with regard to its functionality and constitutional challenges to implement AARTO;
- (b) that Council formally objects to the implementation of AARTO; and
- (c) that Council mandate the Municipal Manager to formally communicate council's decision.

**6. DISCUSSION / CONTENTS****6.1 Background**

The office of the Traffic Chief in the Community and Protection Services Directorate submits to Council that Stellenbosch Municipality is not ready to roll out AARTO on 1 October 2021, on the following grounds:

Stellenbosch Municipality has raised serious concerns with the RTMC (Road Traffic Management Corporation) and the RTIA (Road Traffic Infringement Agency) about the efficacy of the Administrative Adjudication of Road Traffic Offences Act, which is due to introduce its 2nd phase effective from 1 October 2021, whereby Stellenbosch Municipality will be among the Municipalities to be proclaimed as an issuing authority.

At no stage did Stellenbosch Municipality give the RTMC or RTIA notice that the municipality is ready for the implementation of AARTO.

It was only at the RTIA meeting of 19 August 2021, that both the Traffic Chief and the Deputy Traffic Chief: Administration was notified that Stellenbosch Municipality has been identified as an Issuing Authority (IA) with a unique IA number 9030.

AARTO aims to introduce significant changes to driving laws in the country, including a new demerit system. It will also be responsible for the administration, collection and adjudication of fines related to road traffic offences. AARTO has outlined its objective as the reduction in road fatalities.

Stellenbosch Municipality must consider its options to challenge the implementation of AARTO specifically regarding its functionality and the lack of readiness of Stellenbosch Municipality to implement AARTO in the municipal area. The mandate to give consent to the introduction of AARTO is vested in Council.

Another concern is the impact it will have on the revenue of the municipality as the finance department has to do an impact study to determine how AARTO will affect the budget and revenue streams of the municipality.

The other objection would be related to the powers of law enforcement where AARTO legislation appears to conflict with local government mandates as far as it relates to traffic and parking.

Stellenbosch Municipality is continuously engaging with the Western Cape Provincial AARTO Coordinator's office and again engaged with the Road Traffic Infringement Agency on the 09th of September 2021 to register certain concerns related to AARTO regulations and its envisaged second phase rollout in Stellenbosch, in October 2021.

**6.2 Discussion**

The Municipality have indicated in a Microsoft Teams (online meeting) on the 09<sup>th</sup> of September 2021 with the RTIA Senior Operations Manager, Mrs Venda Mamabolo, which were facilitated by the Western Cape AARTO Coordinator, Mr Nathan Arendse and a delegation of the Municipality consisting of the following persons:

Chief Financial Officer, Mr Kevin Carolus;  
Senior Manager Protection Services, Mr Charl Kitching;  
Finance Department, Mrs Monique Steyl;  
Finance Department, Mrs Nadia Hendricks;

Mr Ayanda Royi (Stellenbosch Municipality AARTO representative); and Traffic Chief, Mr G Solomons.

The abovementioned Municipal delegation have informed the RTIA (Road Traffic Infringement Agency) that the municipality is not ready to introduce and again placed it on record that the decision is vested within Council. Mrs Mamabolo indicated that Stellenbosch Municipality needs to formulate an official objection.

On the 14<sup>th</sup> of September 2021, the Chief Traffic Services and the Deputy Chief Traffic Administration attended a Teams online meeting with the RTIA, referred to as the Western Cape IA's (Issuing Authorities) meeting.

The Traffic Chief again placed it on record that the Municipality is not ready for the introduction and proclamation of the AARTO regulations within the municipal area.

***Other areas of concern raised by the municipality are:***

- a) Our traffic operational staff are not trained for AARTO.
- b) Our back office administrative staff, cashiers and clerks are not trained for the facilitation of Traffic Fines in terms of and the AARTO system.
- c) AARTO has not provided Stellenbosch Municipality with law enforcement equipment.
- d) The new AARTO books could not be ordered as Stellenbosch Municipality have no mandate to do so.
- e) The RTMC eNatis infrastructure isn't in place to be fully compliant with the AARTO system.
- f) There are no Service Level Agreement in place for the letters to be managed by the South African Post Office (SAPO).
- g) No formal discussions can be concluded on pricing and fees with our service provider (TMT) as we don't have the mandate to proceed with this.

**6.3 Financial Implications**

At the time of preparing the Annual MREF Budget for 2021/2022 – 2023/2024 the financial implications of implementing AARTO was not known given the uncertainty about the implementation date and the resources required to implement this project. The expenditure incurred directly for this project will be Unauthorised Expenditure as it was not catered for in the approved budget.

An item must first serve at council for its consideration and approval prior to adjusting the budget. This item will include a detailed financial assessment of at least the following cost implications:

- a) Additional cost for IT Infrastructure (eNatis upgrade/integration of eNatis with SAMRAS).
- b) Additional cost for employment of additional back-office staff, cashiers, accountants to perform receipting and reconciliations etc in terms of the accounting standards and mSCOA.

- c) Additional cost for furniture, tools and equipment that might be required.
- d) Training cost of municipal employees (specifically related to mSCOA & accounting treatment).
- e) Legal cost that may be incurred as Service Legal Agreement with other suppliers have been entered into for the issuing and collection of traffic fines (Legally of the SLA with the South African Post Office to be questioned as no competitive bidding process has been followed to enter into this agreement with them, as well as the delays experienced with their service/poor performance).
- f) Cost vs benefits analysis of cost to perform this this unfunded mandate in relation to the expected revenue the municipality will receive, given the fact that currently this function is mainly outsourced.
- g) Only once the detailed financial assessments are done and submitted to council, will the municipality be able to make an informed decision regarding the implementation of AARTO as it has long-term financial implications as well as operational impacts.

#### **6.4 Legal Implications**

That Council takes note of the legal sections in the Administrative Adjudication of Road Traffic Offences Amendment Act, 2019,

Regulation 1 (h) refers.

(h) by the substitution for the definition of “issuing authority” of the following definition: ***‘issuing authority’*** means—

- (a) local authority contemplated in Chapter 7 of the Constitution of the Republic of South Africa, 1996, [(Act 108 of 1996)]

The Local Government Transition Act, 1993 (Act No. 209 of 1993), or any other applicable law;

- (b) a provincial administration;
- (c) the Road Traffic Management Corporation, established under section 4 of the Road Traffic Management Corporation Act, 1999[,]; or
- (d) any other state institution declared by the Minister by regulation to be an issuing authority, in so far as such authority, administration or state institution is responsible for road traffic and road transport matters;”

#### **6.5 Staff Implications**

Additional cost for employment of additional back-office staff, cashiers, accountants to perform receipting and reconciliations etc in terms of the accounting standards and mSCOA.

#### **6.6 Previous / Relevant Council Resolutions**

None

#### **6.7 Risk Implications**

The risk is addressed through the content of the report.

**6.8 Comments from Senior Management****6.8.1 Director Community and Protection Services**

Contents noted.

**6.8.2 Municipal Manager**

Section 156(1)(a) of the Constitution vests in municipalities' exclusive executive competence over all matters listed in Part B of Schedule 5.

Thus, if municipal traffic law enforcement is to move from a system of enforcement through the judiciary to a system of administrative enforcement through administratively imposed fines and demerit points, it is only municipal organs of state that can be vested with those administrative enforcement powers.

The AARTO Act purports to vest the administrative enforcement powers over municipal traffic laws in the Authority which is a national organ of state. The Amendment Act compounds the problem by vesting powers of appeal in the Appeals Tribunal, which is another national organ of state, and by removing the right that an alleged offender had under section 17(1)(f)(iv) of the AARTO Act prior to its amendment, to bypass the unconstitutional national administrative enforcement system by electing to have his or her alleged traffic offence tried in the courts.

Therefore, both the AARTO Act and the Amendment Act are accordingly inconsistent with section 156(1)(a) of the Constitution and are invalid.

**Annexures:**

ANNEXURE A: Administrative Adjudication of Road Traffic Offences Amendment Act, 2019

ANNEXURE B: SLA IA's and SAPO

ANNEXURE C: Action List WC Meeting 19th August 2021

ANNEXURE D: WC Minutes of meeting 19th August 2021

ANNEXURE E: Final Readiness Assessments of Offices of Identified Provincial and Municipal IA's for Phase One and Two: 2021/22 Financial Year document.

**FOR FURTHER DETAILS, CONTACT:**

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# **ANNEXURE A**



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## THE PRESIDENCY

No. 1080 19 August 2019

It is hereby notified that the President has assented to the following Act, which is hereby published for general information:—

**Act No. 4 of 2019: Administrative Adjudication of Road Traffic Offences Amendment Act, 2019**

## DIE PRESIDENSIE

No. 1080 19 Augustus 2019

Hierby word bekend gemaak dat die President sy goedkeuring geheg het aan die onderstaande Wet wat hierby ter algemene inligting gepubliseer word:—

**No. 4 van 2019: Wysigingswet op die Administratiewe Beregting van Padverkeersmisdrywe, 2019**

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**GENERAL EXPLANATORY NOTE:**

[                    ] Words in bold type in square brackets indicate omissions from existing enactments.

\_\_\_\_\_ Words underlined with a solid line indicate insertions in existing enactments.

\_\_\_\_\_  
*(English text signed by the President)*  
*(Assented to 13 August 2019)*  
 \_\_\_\_\_

**ACT**

To amend the Administrative Adjudication of Road Traffic Offences Act, 1998, so as to substitute and insert certain definitions; to improve the manner of serving documents to infringers; to add to the functions of the Road Traffic Infringement Authority; to repeal certain obsolete provisions; to establish and administer rehabilitation programmes; to provide for the apportionment of penalties; to provide for the establishment of the Appeals Tribunal and matters related thereto; to effect textual corrections; and to provide for matters connected therewith.

**P**ARLIAMENT OF THE Republic of South Africa enacts as follows:—

**Amendment of section 1 of Act 46 of 1998, as amended by section 1 of Act 22 of 1999 and section 1 of Act 72 of 2002**

1. Section 1 of the Administrative Adjudication of Road Traffic Offences Act, 1998 5  
 (hereinafter referred to as the principal Act), is hereby amended—
- (a) by the substitution in the definition of “acceptable identification” for 5  
 subparagraph (i) of paragraph (d) of the following subparagraph:  
 “(i) a company, a certificate of incorporation or name change issued in  
 terms of the [Companies Act, 1973 (Act No. 61 of 1973)] 10  
 Companies Act, 2008 (Act No. 71 of 2008);”;
- (b) by the deletion of the definition of “agency”;
- (c) by the insertion after the definition of “authorised officer” of the following 15  
 definition:  
 “‘**Authority**’ means the Road Traffic Infringement Authority, estab-  
 lished in terms of section 3;”;
- (d) by the substitution for the definition of “date of service” of the following 20  
 definition:  
 “‘**date of service**’ means the date on which an infringer has [signed for]  
 received the relevant document served on him or her under section 30;”;

**ALGEMENE VERDUIDELIKENDE NOTA:**

[ ] Woorde in vet druk tussen vierkantige hake dui skrapings uit bestaande verordenings aan.

\_\_\_\_\_ Woorde met 'n volstreep daaronder dui invoegings in bestaande verordenings aan.

(Engelse teks deur die President geteken)  
(Goedgekeur op 13 Augustus 2019)

**WET**

Tot wysiging van die Wet op die Administratiewe Beregting van Padverkeersmisdrywe, 1998, ten einde sekere omskrywings te vervang en in te voeg; om die wyse van betekening van dokumente aan oortreders te vereenvoudig; om by te voeg tot die werksaamhede van die Padverkeeroortredingsowerheid; om sekere uitgediende bepalings te herroep; om rehabiliteringsprogramme in te stel en te administreer; om voorsiening te maak vir die toedeling van boetes; om voorsiening te maak vir die instelling van die Appèltribunaal en aangeleenthede wat daarmee in verband staan; om tekskorreksies aan te bring; en om voorsiening te maak vir aangeleenthede wat daarmee in verband staan.

**D**AAR WORD BEPAAL deur die Parlement van die Republiek van Suid-Afrika, soos volg:—

**Wysiging van artikel 1 van Wet 46 van 1998, soos gewysig deur artikel 1 van Wet 22 van 1999 en, in die Engelse teks, deur artikel 1 van Wet 72 van 2002**

1. Artikel 1 van die Wet op die Administratiewe Beregting van Padverkeersmisdrywe, 1998 (hieronder “die Hoofwet” genoem), word hierby gewysig—

- (a) deur in die omskrywing van “aanvaarbare identifikasie” subparagraaf (i) van paragraaf (d) deur die volgende subparagraaf te vervang:
- “(i) ’n maatskappy, ’n sertifikaat van inlywing of naamsverandering wat ingevolge die [Maatskappywet, 1973 (Wet No. 61 van 1973)] Maatskappywet, 2008 (Wet No. 71 van 2008), uitgereik is; of”;
- (b) deur paragraaf (dA) van die omskrywing van “aanvaarbare identifikasie”, ingevoeg in die Engelse teks by artikel 1(a) van Wet 72 van 2002, na paragraaf (d)(ii) in te voeg:
- “(dA) ’n bestuurslisensie uitgereik ingevolge die Nasionale Padverkeerswet, 1996 (Wet No. 93 van 1996);”;
- (c) deur die omskrywing van “agentskap” te skrap;
- (d) deur die omskrywing van “balju” te skrap;

- (e) by the insertion after the definition of “disqualification period” of the following definition:  
 “**‘electronic service’** means service by electronic communication as defined in the Electronic Communications Act, 2005 (Act No. 36 of 2005), and as contemplated in section 19(4) of the Electronic Communication and Transactions Act, 2002 (Act No. 25 of 2002);” 5
- (f) by the insertion after the definition of “enforcement order” of the following definition:  
 “**‘habitual infringer’** means an infringer, operator or a juristic person who, in terms of section 25, incurs demerit points resulting in a disqualification more than two times;” 10
- (g) by the substitution for the definition of “infringement” of the following definition:  
 “**‘infringement’** means any act or omission in contravention of this Act and any road traffic legislation or transport legislation;” 15
- (h) by the substitution for the definition of “issuing authority” of the following definition:  
 “**‘issuing authority’** means—  
 (a) local authority contemplated in Chapter 7 of the Constitution of the Republic of South Africa, 1996, [(Act 108 of 1996)] the Local Government Transition Act, 1993 (Act No. 209 of 1993), or any other applicable law; 20  
 (b) a provincial administration;  
 (c) the Road Traffic Management Corporation, established under section 4 of the Road Traffic Management Corporation Act, 1999[.]; 25  
 or  
 (d) any other state institution declared by the Minister by regulation to be an issuing authority,  
 in so far as such authority, administration or state institution is responsible for road traffic and road transport matters;” 30
- (i) by the deletion of the definition of “major infringement”;  
 (j) by the deletion of the definition of “minor infringement”;  
 (k) by the deletion of the definition of “national contraventions register”;  
 (l) by the insertion after the definition of “Minister” of the following definition:  
 “**‘National Road Traffic Offences Register’** means the National Road Traffic Offences Register administered by the Authority in which the details of infringements and offences of every infringer are recorded;” 35
- (m) by the substitution for the definition of “representations officer” of the following definition:  
 “**‘representations officer’** means a person appointed in terms of section 10 to adjudicate on representations contemplated in section 18;” 40
- (n) by the deletion of the definition of “sheriff”; and  
 (o) by the deletion of the word “and” after the definition of “sheriff”, the insertion of the word “and” after the definition of “this Act”, the deletion of the full-stop after the definition of “this Act” and the addition after the definition of “this Act” of the following definition:  
 “**‘Tribunal’** means the Appeals Tribunal established by section 29A;” 45

#### Amendment of section 4 of Act 46 of 1998

2. Section 4 of the principal Act is hereby amended—

- (a) by the substitution in subsection (1) for paragraph (a) of the following paragraph: 50  
 “(a) to administer a procedure to discourage the contravention of road traffic [laws] legislation or transport legislation and to support adjudication of infringements as set out in subsection (2);”

- (e) deur die volgende omskrywing ná die omskrywing van “dwangbevel” in te voeg:  
 “**‘elektroniese betekening’** betekening deur elektroniese kommunikasie soos omskryf in die Wet op Elektroniese Kommunikasie, 2005 (Wet No. 36 van 2005), en soos beoog in artikel 19(4) van die Wet op Elektroniese Kommunikasies en Transaksies, 2002 (Wet No. 25 van 2002);” 5
- (f) deur die omskrywing van “datum van betekening” deur die volgende omskrywing te vervang:  
 “**‘datum van betekening’** die datum waarop ’n oortreder [**geteken het vir**] die betrokke dokument wat kragtens artikel 30 op hom of haar beteken is, **ontvang het**;” 10
- (g) deur die volgende omskrywing ná die omskrywing van “gemagtigde beampte” in te voeg:  
 “**‘gewoonteortreder’** ’n oortreder, operateur of ’n regs persoon wat, ingevolge artikel 25, strafpunte kry wat meer as twee keer ’n diskwalifikasie tot gevolg het;” 15
- (h) deur die omskrywing van “groter oortreding” te skrap;  
 (i) deur die omskrywing van “kleiner oortreding” te skrap;  
 (j) deur die omskrywing van “nasionale oortredingsregister” te skrap; 20
- (k) deur die volgende omskrywing ná die omskrywing van “misdryf” in te voeg:  
 “**‘Nasionale Register van Padverkeersmisdrywe’** die Nasionale Register van Padverkeersmisdrywe geadminestreer deur die Owerheid waarin die besonderhede van die oortredings en misdrywe van elke oortreder aangeteken word;” 25
- (l) deur die omskrywing van “oortreding” deur die volgende omskrywing te vervang:  
 “**‘oortreding’ enige handeling of versuim in stryd met hierdie Wet en enige padverkeerswetgewing of vervoerwetgewing;**”
- (m) deur die volgende omskrywing ná die omskrywing van “oortredingskenningsgewing” in te voeg:  
 “**‘Owerheid’** die Padverkeeroortredingsowerheid, ingestel by artikel 3;” 30
- (n) deur die volgende omskrywing ná die omskrywing van “strafpunte” in te voeg:  
 “**‘Tribunaal’** die Appèltribunaal by artikel 29A ingestel;” 35
- (o) deur die omskrywing van “uitreikingsgesag” deur die volgende omskrywing te vervang:  
 “**‘uitreikingsgesag’**—  
 (a) ’n plaaslike owerheid beoog in Hoofstuk 7 van die Grondwet van die Republiek van Suid-Afrika, 1996 [(Wet No. 108 van 1996)], die Oorgangswet op Plaaslike Regering, 1993 (Wet No. 209 van 1993), of enige ander toepaslike wet; 40  
 (b) ’n provinsiale administrasie; [of]  
 (c) die Padverkeersbestuurskorporasie, ingestel kragtens artikel 4 van die Wet op die Padverkeersbestuurskorporasie, 1999[.]; of 45  
 (d) enige ander staatsinstelling deur die Minister by regulasie tot uitreikingsgesag verklaar,  
 vir sover sodanige owerheid, administrasie of Korporasie verantwoordelik is vir verkeersaangeleenthede;” en 50
- (p) deur die omskrywing van “representations officer”, ingevoeg in die Engelse teks by artikel 1(b) van Wet 72 van 2002, na die omskrywing van “uitreikingsgesag” in te voeg en verder te wysig:  
 “**‘vertoë-beampte’** iemand wat ingevolge artikel 10 aangestel is om die vertoë in artikel 18 beoog, te bereg;” 55

#### Wysiging van artikel 4 van Wet 46 van 1998

##### 2. Artikel 4 van die Hoofwet word hierby gewysig—

- (a) deur in subartikel (1) paragraaf (a) deur die volgende paragraaf te vervang:  
 “(a) om ’n prosedure te administreer om die oortreding van [**padverkeerswette**] padverkeerswetgewing of vervoerwetgewing te ontmoedig, en om die beregting van oortredings te ondersteun, soos uiteengesit in subartikel (2);” 60

## 6

- (b) by the substitution in subsection (1) for paragraph (c) of the following paragraph:  
 “(c) **[to provide specialised prosecution support services as set out in subsection (4)] to administer and manage a point demerit system for infringements and offences; and”;** 5
- (c) by the substitution in subsection (2) for paragraph (b) of the following paragraph:  
 “(b) considering representations from an infringer in terms of section 18 with regard to an infringement notice or the non-compliance with the prescribed processes by an issuing authority relating to **[a minor] an infringement;**” 10
- (d) by the deletion in subsection (2) of paragraph (e);
- (e) by the deletion in subsection (2) of the word “and” at the end of paragraph (f);
- (f) by the deletion in subsection (2) of the full-stop at the end of paragraph (g) and the insertion in that subsection of the word “and” at the end of that paragraph; 15
- (g) by the addition in subsection (2) of the following paragraph:  
 “(h) **administering prescribed rehabilitation programmes for habitual infringers;**”;
- (h) by the insertion in subsection (3) of the word “and” at the end of paragraph (a); 20
- (i) by the deletion in subsection (3) of the expression “; and” at the end of paragraph (b) and the insertion in that subsection of a full-stop at the end of that paragraph;
- (j) by the deletion in subsection (3) of paragraph (c); and
- (k) by the deletion in subsection (4) of paragraphs (a) and (c). 25

**Amendment of section 11 of Act 46 of 1998**

3. Section 11 of the principal Act is hereby amended by the substitution for subsection (2) of the following subsection:  
 “(2) The **[agency] Authority** may pay to the persons in its employ such remuneration and allowances, and may provide them with pensions and other benefits, as the **[board] Board** may determine **[with the approval of the Minister acting in consultation with the Minister of Finance] after consultation with the Minister.**” 30

**Repeal of section 12 of Act 46 of 1998**

4. Section 12 of the principal Act is hereby repealed. 35

**Amendment of section 13 of Act 46 of 1998, as amended by section 7 of Act 72 of 2002**

5. Section 13 of the principal Act is hereby amended—  
 (a) by the deletion in subsection (1) of the word “and” at the end of paragraph (d); and  
 (b) by the insertion in subsection (1) after paragraph (d) of the following paragraph:  
 “(dA) **penalties issued and collected by, or on behalf of, an issuing authority; and**”.

**Substitution of section 15 of Act 46 of 1998** 45

6. The following section is hereby substituted for section 15 of the principal Act:

**“Banking account**

15. The **[agency] Authority** may, with the approval of the **[Director-General] Board**, open and maintain one or more accounts with a bank registered **[finally]** as a bank in terms of the Banks Act, 1990 (Act No. 94 of 1990), in which must be deposited **[the] money** received by the **[agency] Authority and money received from issuing authorities, driving licence testing centres and registering authorities, and from which payments by [it] the Authority or on its behalf may be made.**” 50

- (b) deur in subartikel (1) paragraaf (c) deur die volgende paragraaf te vervang:  
“(c) **[om gespesialiseerde ondersteuningsdienste vir vervolging te voorsien, soos uiteengesit in subartikel (4)] om ’n strafpuntstelsel vir oortredings en misdrywe te administreer en te bestuur; en**”;
- (c) deur in subartikel (2) paragraaf (b) deur die volgende paragraaf te vervang: 5  
“(b) **vertoë van ’n oortreder ingevolge artikel 18 te oorweeg aangaande ’n oortredingskennisgewing of die nievoldoening aan prosesse deur ’n uitreikingsgesag voorgeskryf met betrekking tot ’n [kleiner] oortreding;**”;
- (d) deur paragraaf (e) van subartikel (2) te skrap; 10
- (e) deur in subartikel (2) die woord “en” aan die einde van paragraaf (f) te skrap;
- (f) deur in subartikel (2) die punt aan die einde van paragraaf (g) te vervang en in daardie subartikel die woord “en” aan die einde van die paragraaf in te voeg;
- (g) deur in subartikel (2) die volgende paragraaf by te voeg: 15  
“(h) **voorgeskrewe rehabilitasieprogramme vir gewoonte-oortreders te administreer;**”;
- (h) deur die woord “en” aan die einde van paragraaf (a) van subartikel (3) te voeg;
- (i) deur die uitdrukking “; en” aan die einde van paragraaf (b) van subartikel (3) deur ’n punt te vervang; 20
- (j) deur in subartikel (3) paragraaf (c) te skrap; en
- (k) deur in subartikel (4) paragrawe (a) en (c) te skrap.

#### Wysiging van artikel 11 van Wet 46 van 1998

3. Artikel 11 van die Hoofwet word hierby gewysig deur subartikel (2) deur die volgende subartikel te vervang: 25  
“(2) Die **[agentskap] Owerheid** kan aan die persone in sy diens die vergoeding en toelaes betaal, en kan aan hulle die pensioene en ander voordele voorsien, wat die **[raad met die goedkeuring van die Minister, handelende in oorleg met die Minister van Finansies]** Raad, na oorleg met die Minister, bepaal.”.

#### Herroeping van artikel 12 van Wet 46 van 1998 30

4. Artikel 12 van die Hoofwet word hierby herroep.

#### Wysiging van artikel 13 van Wet 46 van 1998, soos gewysig in die Engelse teks by artikel 7 van Wet 72 van 2002

5. Artikel 13 van die Hoofwet word hierby gewysig—
- (a) deur paragraaf (d) van subartikel (1) deur die volgende paragraaf te vervang: 35  
“(d) donasies ontvang, wat in die jaarverslag beoog in artikel [7(3)] 7(2) verklaar moet word; **[en]**”; en
- (b) deur die volgende paragraaf ná paragraaf (d) van subartikel (1) in te voeg: 40  
“(dA) **boetes uitgereik en ingevorder deur of namens ’n uitreikingsgesag; en**”.

#### Vervanging van artikel 15 van Wet 46 van 1998

6. Artikel 15 van die Hoofwet word hierby deur die volgende artikel vervang:

##### “Bankrekening

15. Die **[agentskap] Owerheid** kan, met die goedkeuring van die **[Direkteur-generaal] Raad**, een of meer rekenings oopmaak en in stand hou by ’n bank wat **[finaal]** geregistreer is as ’n bank ingevolge die Bankwet, 1990 (Wet No. 94 van 1990), waarin geld gedeponeer moet word wat deur die **[agentskap] Owerheid** ontvang word en **geld wat ontvang word van uitreikingsgesagte, bestuurslisensie-toetsentrums en registrasie-owerhede**, en waaruit betalings deur of namens **[hom]** die Owerheid gedoen kan word.” 50

**Amendment of section 17 of Act 46 of 1998, as amended by section 8 of Act 72 of 2002**

7. Section 17 of the principal Act is hereby amended—

(a) by the substitution in subsection (1) for paragraph (e) of the following paragraph:

“(e) inform the infringer that the demerit points position may be ascertained **[from the national contraventions register at the office of any issuing authority, registering authority or driving licence testing centre] in the prescribed manner;**”;

(b) by the deletion in subsection (1)(f) of subparagraph (iv); and

(c) by the substitution for subsection (5) of the following subsection:

“(5) The owner or operator of a motor vehicle who permits any person to drive such vehicle or otherwise to exercise any control over such vehicle, without having ascertained the full names, **[acceptable identification and] identity document** or residential **[and]**, postal **and, where applicable, business and e-mail address of an infringer**, such person is **[guilty of an offence and] liable [upon conviction to a fine or imprisonment for a period not exceeding one year or to both a fine and such imprisonment] for the prescribed penalty and fees.**”.

**Amendment of section 18 of Act 46 of 1998, as amended by Act 72 of 2002**

8. Section 18 of the principal Act is hereby amended—

(a) by the substitution for subsection (1) of the following subsection:

“(1) (a) An infringer who has been served with an infringement notice alleging that he or she has committed **[a minor] an infringement**, may make **[representations] a representation in the prescribed manner**, with respect to that notice **and infringement to the [Agency] Authority.**”

(b) In the event that a representation is successful as a result of prescribed procedures not being complied with, that infringement notice, courtesy letter or enforcement order may be served again on that infringer in the prescribed manner within 40 days from the date that the representation was finalised, provided that the infringement notice, courtesy letter or enforcement order must not be served later than 180 days from the date **the infringement was committed.**”;

(b) by the substitution in subsection (4) for paragraph (b) of the following paragraph:

“(b) Any representations contemplated in paragraph (a) must be submitted to the **Authority, as prescribed [issuing authority concerned, who must reply thereto within the prescribed time].**”;

(c) by the substitution for subsection (7) of the following subsection:

“(7) If the representations are rejected, the representations officer may advise the infringer **[to elect in the prescribed manner to be tried in court,] of his or her right of review or appeal to the Tribunal** and must serve or cause to be served on the infringer a prescribed written notification informing him or her—

(a) of the reasons for the decision, and provide the issuing authority concerned with a copy thereof;

(b) if the infringer does not **[elect to be tried in court] exercise the right to review or appeal—**

(i) that the penalty, the prescribed representations fee and the prescribed fee of the courtesy letter, if any, are payable to the **[agency] Authority** or that the arrangements are made with the **[agency] Authority** in the prescribed manner to pay in instalments, not later than 32 days after the date of service of the notification; and

(ii) that failure to pay the penalty and fees or to make arrangements to pay in instalments will result in an enforcement order being served on the infringer and that the infringer will become liable to pay the penalty and fees and the prescribed fee of the enforcement order; and

**Wysiging van artikel 17 van Wet 46 van 1998, soos gewysig in die Engelse teks deur artikel 8 van Wet 72 van 2002**

7. Artikel 17 van die Hoofwet word hierby gewysig—
- (a) deur in subartikel (1) paragraaf (e) deur die volgende paragraaf te vervang: 5  
 “(e) inligting verskaf aan die oortreder dat die stand van strafpunte op die voorgeskrewe wyse [in die nasionale oortredingsregister] vasgestel kan word [by die kantoor van enige uitreikingsgesag, registrasie-owerheid of bestuurslisensie-toetsentrum];”;
- (b) deur in subartikel (1)(f) subparagraaf (iv) te skrap; en
- (c) deur subartikel (5) deur die volgende subartikel te vervang: 10  
 “(5) Die eienaar of operateur van ’n motorvoertuig, wat toetsem dat enige persoon sodanige voertuig bestuur of andersins beheer daaroor uitoefen, sonder om [daardie persoon] ’n oortreder se volle name, [aanvaarbare identifikasie en] identiteitsdokument of woon- [en posadres] pos- en, waar van toepassing, sake- en e-posadres te verkry, is 15  
 [aan ’n misdryf skuldig en by skuldigbevinding strafbaar met ’n boete of gevangenisstraf vir ’n tydperk van hoogstens een jaar of met beide ’n boete en sodanige gevangenisstraf] daardie persoon aanspreeklik vir die voorgeskrewe boete en gelde.”

**Wysiging van artikel 18 van Wet 46 van 1998, soos gewysig in die Engelse teks deur Wet 72 van 2002** 20

8. Artikel 18 van die Hoofwet word hierby gewysig—
- (a) deur subartikel (1) deur die volgende subartikel te vervang: 25  
 “(1) (a) ’n Oortreder op wie ’n oortredingskennisgewing beteken is wat beweer dat hy of sy ’n [kleiner] oortreding gepleeg het, kan ten opsigte van daardie kennisgewing [vertoë rig] op die voorgeskrewe wyse ’n verdoog aan die [agentskap] Owerheid rig.  
 (b) Indien ’n verdoog suksesvol is omdat die voorgeskrewe prosedures nie gevolg is nie, kan daardie oortredingskennisgewing, hoflikheidsbrief of dwangbevel binne 40 dae vanaf die datum waarop die verdoog afgehandel is, weer op daardie oortreder beteken word op die voorgeskrewe wyse, met dien verstande dat die oortredingskennisgewing, hoflikheidsbrief of dwangbevel nie langer as 180 dae nadat die oortreding begaan is, beteken mag word nie.”;
- (b) deur in subartikel (4) paragraaf (b) deur die volgende paragraaf te vervang: 35  
 “(b) Enige verdoë beoog in paragraaf (a), moet voorgelê word aan die [betrokke uitreikingsgesag wat binne die voorgeskrewe tyd daarop moet antwoord] Owerheid, soos voorgeskryf.”; en
- (c) deur subartikel (7) deur die volgende subartikel te vervang: 40  
 “(7) Indien die verdoë verwerp word, kan die verdoë-beampte die oortreder adviseer [om op die voorgeskrewe wyse te kies om in die hof verhoor te word,] van sy of haar reg op hersiening of appèl tot die Tribunaal en moet ’n skriftelike kennisgewing op die oortreder beteken of laat beteken wat hom of haar inlig—
- (a) oor die redes vir die besluit, waarvan ’n afskrif aan die betrokke 45  
 uitreikingsgesag voorsien moet word;
- (b) dat indien hy of sy nie [kies om in die hof verhoor te word nie] die reg op hersiening of appèl uitoefen nie—
- (i) die boete, die voorgeskrewe [vertoë-geld] verdoë-geld en die 50  
 voorgeskrewe geld van die hoflikheidsbrief, indien enige, aan die [agentskap] Owerheid betaalbaar is of dat op die voorgeskrewe wyse met die Owerheid gereël word dat betaling in paaiemente gemaak word, nie later nie as [28] 32 dae na die datum van betekening van die kennisgewing; en
- (ii) ’n versuim om die boete en gelde te betaal of om te reël dat dit 55  
 in paaiemente betaal word, tot gevolg sal hê dat ’n dwangbevel op die oortreder beteken sal word en dat die oortreder aanspreeklik sal word om die boete en gelde en die voorgeskrewe geld vir die dwangbevel te betaal; en



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- (c) if the infringer elects to **[be tried in court, which may only be done on the advice of the representations officer,]** exercise the right to review or appeal that the provisions of **[section 22]** Chapter IVA apply.”.

**Amendment of section 19 of Act 46 of 1998, as amended by section 10 of Act 72 of 2002** 5

9. Section 19 of the principal Act is hereby amended—

- (a) by the insertion in subsection (2)(b) of the word “or” at the end of subparagraph (i);  
 (b) by the substitution in subsection (2)(b) for the expression “; or” of a fullstop at the end of subparagraph (ii); and  
 (c) by the deletion in subsection (2)(b) of subparagraph (iii). 10

**Amendment of section 19B of Act 46 of 1998, as inserted by section 11 of Act 72 of 2002**

10. Section 19B of the principal Act is hereby amended— 15

- (a) by the substitution in subsection (1) for the words preceding paragraph (a) of the following words:  
 “If an infringer makes **[an]** insufficient payment to the **[agency] Authority** in terms of this Act in respect of a **[fine] penalty** or the cheque used for payment is dishonoured, a notice as prescribed must be served on an infringer, informing him or her—”;  
 (b) by the substitution in subsection (1) for paragraph (b) of the following paragraph:  
 “(b) that failure to comply with the notice contemplated in paragraph (a) will lead to **[a warrant] an enforcement order** being issued against him or her in terms of section **[21] 20**.”; and 20  
 (c) by the substitution in subsection (2) for paragraph (c) of the following paragraph:  
 “(c) that failure to comply with the notice will lead to **[a warrant] an enforcement order** in respect of the full amount owed being issued against him or her in terms of section **[21] 20**.”. 30

- (c) dat die bepalings van [artikel 22] Hoofstuk IVA van toepassing is, indien hy of sy kies om [deur die hof verhoor te word] die reg op hersiening of appèl uit te oefen.”.

**Wysiging van artikel 19 van Wet 46 van 1998, soos gewysig deur artikel 10 van Wet 72 van 2002** 5

9. Artikel 19 van die Hoofwet word hierby gewysig—
- (a) deur die woord “of” aan die einde van subparagraaf (i) in subartikel (2)(b) in te voeg;
- (b) deur in subartikel (2)(b) die uitdrukking “; of” aan die einde van subparagraaf (ii) deur ’n punt te vervang; en 10
- (c) deur in subartikel (2)(b) subparagraaf (iii) te skrap.

**Wysiging van artikel 19A en 19B van Wet 46 van 1998, soos ingevoeg in die Engelse teks by artikel 11 van Wet 72 van 2002**

10. Artikel 19A en 19B van die Hoofwet, soos ingevoeg in die Engelse teks by artikel 11 van Wet 72 van 2002, word hierby ingevoeg en verder gewysig deur artikel 19A en 19B ná artikel 19 in die Hoofwet in te voeg: 15

**“Opsies**

- 19A.** Waar ’n oortreder een van die opsies in artikel 17(1)(f), 18(7)(b) of 19(2)(b) beoog binne 32 dae uitoefen, welke opsies—
- (a) die opsie insluit om boetes en gelde te betaal, indien enige, of om reëlins te tref om in paaiemente te betaal, moet die aangeleentheid afgehandel word sonder oorweging van die ander opsies; en 20
- (b) in enige ander geval, ook die opsie insluit om in die hof verhoor te word, moet hierdie opsie negeer word ten einde die aangeleentheid buite die hof af te handel ooreenkomstig die administratiewe proses in hierdie Wet beoog. 25

**Betalings**

- 19B. (1)** Indien ’n oortreder ingevolge hierdie Wet ’n ontoereikende betaling aan die Owerheid doen ten opsigte van ’n boete of die tjek wat vir betaling gebruik is gedishonoreer word, moet ’n kennisgewing soos voorgeskryf op die oortreder beteken word, wat hom of haar inlig— 30
- (a) dat die volle bedrag verskuldig, ook die voorgeskrewe gelde vir die kennisgewing, binne 32 dae van betekening van die kennisgewing betaal moet word;
- (b) dat versuim om aan die kennisgewing in subartikel (a) bedoel, te voldoen, sal lei tot die uitreiking van ’n dwangbevel teen hom of haar ingevolge artikel 20. 35
- (2) Indien ’n oortreder wat reëlins getref het om ’n boete of gelde, indien enige, in paaiemente te betaal, versuim om die paaiemente te betaal of ’n ontoereikende betaling op ’n paaiement doen of die tjek wat vir die betaling van daardie paaiement gebruik is, gedishonoreer word, moet ’n kennisgewing soos voorgeskryf op die oortreder beteken word, wat hom of haar inlig— 40
- (a) dat die uitstaande balans van die paaiement, ook die gelde vir die kennisgewing, binne sewe dae van betekening van die kennisgewing betaal moet word of dat reëlins vir die betaling daarvan in daardie tyd getref moet word; 45
- (b) dat enige betaling in paragraaf (a) genoem soos gereël, gedoen moet word en dat daaropvolgende paaiemente soos oorspronklik gereël, betaal moet word; 50
- (c) dat versuim om aan die kennisgewing te voldoen, sal lei tot die uitreiking van ’n dwangbevel teen hom of haar ingevolge artikel 21.”.

**Amendment of section 20 of Act 46 of 1998, as amended by section 12 of Act 72 of 2002**

11. Section 20 of the principal Act is hereby amended—
- (a) by the substitution in subsection (1) for the words preceding paragraph (a) of the following words: 5
- “If an infringer fails to comply with the requirements of a notification contemplated in section 18(7) or a courtesy letter contemplated in section 19(2)(b) or has failed to **[appear in court as contemplated in section 22(3)(a)]** apply for review or appeal to the Tribunal, as the case may be, the registrar must, subject to subsection (2)—”; 10
- (b) by the substitution in subsection (1) for paragraph (d) of the following paragraph:
- “(d) provide the infringer with a print-out of the demerit points incurred by him or her to date, together with an indication of the number of points left before his or her driving licence, professional driving permit, any permit or licence issued in terms of any road traffic legislation or transport legislation or operator card is suspended in terms of section 25 or cancelled in terms of section 27.”; 15
- (c) by the substitution for subsection (3) of the following subsection: 20
- “(3) An enforcement order must [—
- (a)] state that the infringer on whom it is served may, not later than 32 days after the date of service of the order, pay the penalty, representations fee and the fees of the courtesy letter, if any, and the prescribed fee of the enforcement order to the [agency] Authority at the specified place and in the specified manner, and that the prescribed demerit points will be recorded in the [national contraventions register] National Road Traffic Offences Register [; and 25
- (b) state that a failure to comply with the requirements of the enforcement order within the period contemplated in paragraph (a) will result in a warrant being issued to recover the applicable penalty and fees.”; 30
- (d) by the insertion in subsection (5) after paragraph (b) of the following paragraph: 35
- “(bA) any permit or licence issued in terms of any road traffic legislation or transport legislation;”; and
- (e) by the substitution in subsection (10) for paragraph (b) of the following paragraph: 40
- “(b) the infringer must be informed about it in the prescribed manner and his or her driving licence, professional driving permit [or], operator’s card or permit or licence issued in terms of any road traffic legislation or transport legislation, must be returned [or the endorsement of a driving licence that is contained in an identity document must be cancelled,] unless he or she has been disqualified otherwise.”.

**Wysiging van artikel 20 van Wet 46 van 1998, soos gewysig in die Engelse teks by artikel 12 van Wet 72 van 2002**

11. Artikel 20 van die Hoofwet, soos in die Engelse teks gewysig by artikel 12 van Wet 72 van 2002, word hierby ingevoeg en verder gewysig—

(a) deur die woorde wat paragraaf (a) van subartikel 1 voorafgaan deur die volgende woorde te vervang: 5

“Indien ’n oortreder versuim om te voldoen aan die vereistes van ’n kennisgewing beoog in artikel 18(7) of ’n hoflikheidsbrief beoog in artikel 19(2)(b) of versuim het om [die hof teenwoordig te wees soos beoog in artikel 22(3)(a)] by die Tribunaal aansoek te doen om hersiening of appèl, na gelang van die geval, moet die registrateur, behoudens subartikel (2)—”;

(b) deur paragraaf (a) van subartikel 1 deur die volgende paragraaf te vervang:

“(a) ’n dwangbevel uitreik, dit op die oortreder beteken en die nasionale oortredingsregister [diensooreenkomstig] diensooreenkomstig updateer;”;

(c) deur in subartikel (1) paragraaf (d) deur die volgende paragraaf te vervang:

“(d) die oortreder voorsien van ’n drukstuk van die strafpunte wat deur hom of haar tot op datum opgeloop is, tesame met ’n aanduiding van die getal punte wat oorbly voordat sy of haar bestuurslisensie, professionele bestuurspermit, enige permit of lisensie ingevolge enige padverkeerswetgewing of vervoerwetgewing of operateurskaart opgeskort word ingevolge artikel 25 of gekanselleer word ingevolge artikel 27.”;

(d) deur paragraaf (a) en (b) van subartikel (2) deur die volgende paragraaf te vervang: 25

“(a) ’n oortredingskennisgewing[, ’n kennisgewing] beoog in artikel 18(7) of ’n hoflikheidsbrief, na gelang van die geval, op die betrokke oortreder beteken is;

(b) ’n tydperk van minstens [28] 32 dae verloop het sedert die datum van betekening van genoemde kennisgewing of hoflikheidsbrief, na gelang van die geval;”;

(e) deur subartikel (3) deur die volgende subartikel te vervang:

“(3) ’n Dwangbevel moet—

(a) verklaar dat die oortreder op wie dit beteken word, nie later nie as [28] 32 dae na die datum van betekening van die bevel, die boete, die [vertoë-geld] vertoë-geld, en die gelde vir die hoflikheidsbrief, indien enige, en die voorgeskrewe gelde van die dwangbevel op die gespesifiseerde plek en die gespesifiseerde wyse aan die [agentskap] Owerheid kan betaal, en dat die voorgeskrewe strafpunte in die [nasionale oortredingsregister] Nasionale Register van Padverkeersmisdrywe aangeteken [sal] word; en 40

(b) verklaar dat ’n versuim om die vereistes van die dwangbevel na te kom binne die tydperk beoog in paragraaf (a), tot gevolg sal hê dat ’n lasbrief uitgereik sal word om die toepaslike boete en gelde te verhaal.”;

(f) deur die volgende paragraaf ná paragraaf (b) in subartikel (5) in te voeg:

“(bA) enige permit of lisensie ingevolge enige padverkeerswetgewing of vervoerwetgewing uitgereik;”;

(g) deur subartikels (7) en (8) deur die volgende subartikels te vervang: 50

“(7) ’n Oortreder op wie ’n dwangbevel beteken is, kan daaraan voldoen deur die toepaslike boete en gelde [te betaal] aan—

(a) ’n die plaaslike registrasie-owerheid[;] of

[(b) ’n] bestuurslisensie-toetsentrum te betaal.

(8) ’n [Registrasie-owerheid] Plaaslike registrasie-owerheid of bestuurslisensie-toetsentrum moet die Nasionale Register van Padverkeersmisdrywe updateer en die agentskap op die voorgeskrewe wyse in kennis stel indien [dit] hy enige betaling beoog in subartikel (7) ontvang het, en moet die betaling aan die agentskap oorbetaal na aftrekking van die voorgeskrewe invorderingsgeld, binne die voorgeskrewe tydperk, waarna die Owerheid rente teen die voorgeskrewe koers kan hef.”;

**Repeal of section 21 of Act 46 of 1998**

12. Section 21 of the principal Act is hereby repealed.

**Repeal of section 22 of Act 46 of 1998, as substituted by section 14 of Act 72 of 2002**

13. Section 22 of the principal Act is hereby repealed.

**Amendment of section 25 of Act 46 of 1998, as amended by Act 72 of 2002**

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14. Section 25 of the principal Act is hereby amended—

(a) by the substitution for subsection (1) of the following subsection:

“(1) If a person, operator or a juristic person who is not an operator, incurs demerit points which, when added to the points previously recorded against that person, operator or a juristic person who is not an operator in the [national contraventions register] National Road Traffic Offences Register and reduced as contemplated in section 28, exceed the total contemplated in section 29(d), that person, operator or a juristic person who is not an operator is disqualified [with effect from] within 32 days, after such excess points have been incurred, from driving or operating a motor vehicle on a public road.”;

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(b) by the substitution in subsection (2) for paragraph (b) of the following paragraph:

“(b) The Minister may prescribe different numbers under paragraph (a) in respect of a driver, a learner driver, [and] an operator of a motor vehicle and a juristic person who is not an operator.”;

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(c) by the substitution for subsection (3) of the following subsection:

“(3) A person, [who is disqualified in terms of this section] operator, or a juristic person who is not an operator—

(a) must [immediately] within a period of 32 days hand in any driving licence card [or], professional driving permit, motor vehicle licence disc, operator card or any other permit, card or licence issued in terms of road traffic legislation or transport legislation, where applicable, in the prescribed manner to the relevant issuing authority contemplated in section 26(2) for retention by such issuing authority during the disqualification period, produce any driving licence [contained in an identity document] to such issuing authority for endorsement as suspended or must remove the prescribed operator card and deal therewith in the prescribed manner; and

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- (h) deur die volgende woorde aan die einde van paragraaf (b) van subartikel (9) te voeg:
- “(b) die uitreikingsgesag op die voorgeskrewe wyse aansoek doen om die herroeping van die dwangbevel, en die oortreder of die uitreikingsgesag, na gelang van die geval, wat om die herroeping van ’n dwangbevel aansoek gedoen het, moet op die voorgeskrewe wyse van die resultaat van so ’n aansoek ingelig word.”; en
- (i) deur subartikel (10) ná subartikel (9) by te voeg:
- “(10) Indien ’n dwangbevel herroep word, word die gevolge daarvan gekanselleer en indien dit die kansellering behels van ’n diskwalifikasie om ’n motorvoertuig te bestuur of te gebruik—
- (a) moet die Nasionale Register van Padverkeersmisdrywe opdateer word; en
- (b) moet die oortreder op die voorgeskrewe wyse daarvoor ingelig word en moet sy of haar bestuurslisensie, professionele bestuurspermit of operateurskaart of permit of lisensie uitgereik ingevolge enige padverkeerswetgewing of vervoerwetgewing, teruggegee word of kanselleer word tensy hy of sy andersins onbevoeg is.”.
- Herroeping van artikel 21 van Wet 46 van 1998**
12. Artikel 21 van die Hoofwet word hierby herroep.
- Herroeping van artikel 22 van Wet 46 van 1998, soos vervang deur artikel 14 van Wet 72 van 2002**
13. Artikel 22 van die Hoofwet word hierby herroep.
- Wysiging van artikel 25 van Wet 46 van 1998, soos in die Engelse teks gewysig deur Wet 72 van 2002**
14. Artikel 25 van die Hoofwet word hierby gewysig—
- (a) deur subartikel (1) deur die volgende subartikel te vervang en verder te wysig:
- “(1) Indien ’n persoon, operateur of ’n regs persoon wat nie ’n operateur is nie, strafpunte oploop wat, wanneer dit by die punte getel word wat voorheen teen daardie persoon, operateur of ’n regs persoon wat nie ’n operateur is nie in die [nasionale oortredingsregister] Nasionale Register van Padverkeersmisdrywe aangeteken is en verminder is soos in artikel 28 beoog, die totaal beoog in artikel 29(d) oorskry, is daardie persoon [op voorgeskrewe wyse], operateur of ’n regs persoon wat nie ’n operateur is nie, binne 32 dae nadat sodanige punte opgedoen is, gediskwalifiseer om ’n motorvoertuig op ’n openbare pad te bestuur of te gebruik.”;
- (b) deur in subartikel (2) paragraaf (b) deur die volgende paragraaf te vervang:
- “(b) Die Minister kan verskillende getalle voorskryf kragtens paragraaf (a) ten opsigte van ’n bestuurder, ’n leerlingbestuurder, [en] ’n operateur van ’n motorvoertuig en ’n regs persoon wat nie ’n operateur is nie.”;
- (c) deur subartikel (3) deur die volgende subartikel te vervang:
- “(3) ’n Persoon [wat ingevolge hierdie artikel gediskwalifiseer is], operateur, of ’n regs persoon wat nie ’n operateur is nie—
- (a) moet [onmiddellik] binne ’n tydperk van 32 dae enige bestuurslisensie [of], professionele bestuurspermit, motorvoertuiglisensieskyfie, operateurskaart of enige ander permit, kaart of lisensie uitgereik ingevolge padverkeerswetgewing of vervoerwetgewing, waar van toepassing, by die tersaaklike uitreikingsgesag beoog in artikel 26(2) inhandig vir terughouding deur sodanige uitreikingsgesag gedurende die diskwalifiseringstydperk, of moet die voorgeskrewe operateurskaart verwyder en daarmee handel op voorgeskrewe wyse; en

16

- (b) may not apply for a driving licence, professional driving permit or operator card, motor vehicle licence disc, operator card or any other permit, card or licence disc issued in terms of road traffic legislation or transport legislation during the disqualification period.”;
- (d) by the substitution for subsection (4) of the following subsection: 5  
 “(4) [Any] In the event that a person, operator or a juristic person who is not an operator, [who] fails to comply with the provisions of subsection (3)(a) or [who] drives or operates a motor vehicle during his or her disqualification period, his or her licence, permit, card or licence issued in terms of any road traffic legislation or transport legislation is suspended for a further period of one year for every subsequent driving or operation and such person is guilty of an offence and liable on conviction to a fine or imprisonment for a period not exceeding one year or both a fine and such imprisonment.”;
- (e) by the substitution for subsection (5) of the following subsection: 15  
 “(5) Upon expiry of [his or her] the disqualification period, a person referred to in subsection (3) may apply in the prescribed manner to the relevant issuing authority [to] for the return of [his or her driving licence card or professional driving permit or to reissue an operator card] the document referred to in subsection (3)(a).” 20

**Amendment of section 29 of Act 46 of 1998**

15. Section 29 is hereby amended by the substitution for paragraph (a) of the following paragraph:

- “(a) prescribe infringements and offences [, and categorise them into minor infringements, major infringements and other offences];” 25

**Insertion of CHAPTER IVA in Act 46 of 1998**

16. The following Chapter is hereby inserted in the principal Act after Chapter IV:

**“CHAPTER IVA  
APPEALS TRIBUNAL**

**Establishment and constitution of Tribunal** 30

**29A.** (1) The Appeals Tribunal is hereby established.

(2) The Tribunal—

- (a) has jurisdiction throughout the Republic;  
 (b) is a juristic person;  
 (c) is a tribunal of record; and 35  
 (d) must exercise its functions in accordance with this Act or any other applicable legislation.

(3) The Tribunal consists of a Chairperson and eight other persons appointed by the President, on a part-time basis, and on the recommendation of the Minister, from among those persons nominated by the Minister in response to a public call for nominations as prescribed. 40

(4) The President must—

- (a) appoint the Chairperson and other members of the Tribunal no later than the date on which this Act comes into operation; and  
 (b) appoint a person to fill any vacancy which may occur on the Tribunal. 45

(5) To be eligible for appointment or designation as a member of the Tribunal, and to continue to hold that office, a person must—

- (a) not be subject to any disqualification set out in subsection (6); and  
 (b) have submitted to the Minister a written declaration stating that the person— 50

- (b) mag gedurende die diskwalifiseringstydperk nie aansoek doen om 'n bestuurslisensie, professionele bestuurspermit of operateurskaart, motorvoertuiglisensieskyfie, of enige ander permit, kaart of lisensieskyfie uitgereik ingevolge padverkeerswetgewing of vervoerwetgewing nie.”;
- (d) deur subartikel (4) deur die volgende subartikel te vervang:  
 “(4) [Enige] Indien 'n persoon, operateur of 'n regs persoon wat nie 'n operateur is nie, [wat] gedurende sy of haar diskwalifiseringstydperk versuim om aan die beginsels van subartikel (3)(a) te voldoen of 'n motorvoertuig bestuur of gebruik, [is] word sy of haar lisensie, permit, kaart of lisensie ingevolge enige padverkeerswetgewing of vervoerwetgewing uitgereik, vir 'n verdere tydperk van een jaar vir elke daaropvolgende bestuur of gebruik opgeskort en sodanige persoon is skuldig aan 'n misdryf en by skuldigbevinding strafbaar met 'n boete of gevangenisstraf vir 'n tydperk van hoogstens een jaar of met beide 'n boete en sodanige gevangenisstraf.”; en
- (e) deur subartikel (5) deur die volgende subartikel te vervang:  
 “(5) By verstryking van [sy of haar] die diskwalifiseringstydperk, mag 'n persoon bedoel in subartikel (3), op die voorgeskrewe wyse aansoek doen by die tersaaklike uitreikingsgesag om [sy of haar bestuurslisensie of professionele bestuurspermit terug te handing of om die heruitreiking van die operateurskaart] die dokument in subartikel (3)(a) bedoel, terug te gee.”.

#### Wysiging van artikel 29 van Wet 46 van 1998

15. Artikel 29 word hierby gewysig deur paragraaf (a) deur die volgende paragraaf te vervang:  
 “(a) oortredings en misdrywe voorskryf [, en hulle in kleiner oortredings, groter oortredings en ander misdrywe kategoriseer];”.

#### Invoeging van HOOFSTUK IVA in Wet 46 van 1998

16. Die volgende hoofstuk word hierby na Hoofstuk IV in die Hoofwet ingevoeg:

### “HOOFSTUK IVA

#### APPÈLTRIBUNAAL

##### Instelling en samestelling van Tribunaal

- 29A. (1) Die Appèltribunaal word hierby ingestel.
- (2) Die Tribunaal—
- (a) het regdeur die Republiek jurisdiksie;
- (b) is 'n regs persoon;
- (c) is 'n notulerende tribunaal; en
- (d) moet sy werksaamhede ooreenkomstig hierdie Wet of enige ander toepaslike wetgewing verrig.
- (3) Die Tribunaal bestaan uit 'n Voorsitter en agt ander persone deur die President aangestel, op 'n deelydse grondslag, en op die aanbeveling van die Minister, uit die geledere van diegene deur die Minister benoem in reaksie op 'n publieke oproep vir benoemings soos voorgeskrif.
- (4) Die President moet—
- (a) die Voorsitter en ander lede van die Tribunaal nie later nie as die datum waarop hierdie Wet in werking tree, aanstel; en
- (b) 'n persoon aanstel om enige vakature wat op die Tribunaal kan ontstaan, te vul.
- (5) Om as 'n lid van die Tribunaal aanstelbaar of aanwysbaar te wees, en om daardie amp te behou, moet 'n persoon—
- (a) nie aan 'n onbevoegdheid in subartikel (6) uiteengesit, onderhewig wees nie; en
- (b) 'n skriftelike verklaring aan die Minister voorgelê het wat stel dat die persoon—



- (i) is not disqualified in terms of subsection (6); and  
(ii) does not have any interests referred to in subsection (6)(a).
- (6) A person may not be a member of the Tribunal if that person—
- (a) personally or through a spouse, partner or associate—
- (i) has or acquires a direct or indirect financial interest in a transport-related company or entity; or 5
- (ii) has or acquires an interest in a business or enterprise, which may conflict or interfere with the proper performance of his or her duties as a member of the Tribunal;
- (b) is an unrehabilitated insolvent or he or she becomes insolvent and the insolvency results in the sequestration of that person's estate; 10
- (c) has ever been, or is, removed from an office of trust on account of a guilty finding in respect of a complaint of misconduct related to fraud or the misappropriation of money;
- (d) is subject to an order of a competent court holding that person to be mentally unfit or mentally disordered; 15
- (e) within the previous 10 years has been, or is, convicted in the Republic or elsewhere of theft, fraud, forgery or uttering a forged document, perjury, an offence under the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004), an offence under the Financial Intelligence Centre Act, 2001 (Act No. 38 of 2001), or an offence involving dishonesty; or 20
- (f) has been convicted of any other offence committed after the Constitution of the Republic of South Africa, 1996, took effect, and sentenced to imprisonment without an option of a fine. 25
- (7) For the purpose of subsection (6)(a), a financial interest does not include an indirect interest held in any fund or investment if the person contemplated in that subsection has no control over the investment decisions of that fund or investment.
- (8) A member of the Tribunal must promptly inform the Minister in writing after acquiring an interest that is, or is likely to become, an interest contemplated in subsection (6)(a). 30
- (9) A member of the Tribunal must not—
- (a) engage in any activity that may undermine the integrity of the Tribunal; 35
- (b) attend, participate in or influence the proceedings of the Tribunal, if, in relation to the matter before the Tribunal, that member has an interest—
- (i) contemplated in subsection (6)(a); or
- (ii) that precludes that member from performing the functions of a member of the Tribunal in a fair, unbiased and proper manner; 40
- (c) make private use of, or profit from, any confidential information obtained as a result of performing that person's functions as a member of the Tribunal; or
- (d) divulge any information referred to in paragraph (c) to any third party, except as required as part of that person's official functions as a member of the Tribunal. 45
- (10) If, at any time, it appears to a member of the Tribunal that a matter being considered by the Tribunal during proceedings concerns an interest of that member referred to in subsection (9)(b), that member must— 50
- (a) immediately and fully disclose the nature of that interest to the members present; and
- (b) withdraw from the proceedings to allow the remaining members to discuss the matter and determine whether the member should be prohibited from participating in any further proceedings concerning that matter. 55

- (i) nie ingevolge subartikel (6) onbevoeg is nie; en  
(ii) geen belange in subartikel 6(a) bedoel, het nie.
- (6) Iemand mag nie 'n lid van die Tribunaal wees nie indien daardie persoon—
- (a) persoonlik of deur 'n gade, vennoot of medewerker— 5  
(i) 'n direkte of indirekte finansiële belang in 'n vervoerverwante maatskappy of entiteit het of verkry; of  
(ii) 'n belang in 'n besigheid of onderneming het of verkry, wat in stryd kan wees met of kan inmeng met die behoorlike verrigting van sy of haar pligte as 'n lid van die Tribunaal; 10
- (b) 'n ongerehabiliteerde insolvent is of insolvent word en die insolvensie die sekwestrasie van daardie persoon se bedoel tot gevolg het; 10
- (c) ooit uit 'n vertrouensamp verwyder is of word weens 'n skuldigbevinding ten opsigte van 'n aanklag van wangedrag wat met bedrog of die wanaanwending van geld verband hou; 15
- (d) aan 'n bevel van 'n bevoegde hof onderhewig is ingevolge waarvan daardie persoon verstandelik onbevoeg of verstandelik versteur verklaar is; 15
- (e) binne die voorafgaande 10 jaar in die Republiek of elders skuldig bevind is of word aan diefstal, bedrog, vervalsing of uitgifte van 'n vervalste dokument, meeneed, 'n misdryf kragtens die Wet op die Voorkoming en Bestryding van Korrupte Bedrywighede, 2004 (Wet No. 12 van 2004), 'n misdryf kragtens die Wet op die Finansiële Intelligensiesentrum, 2001 (Wet No. 38 van 2001), of 'n misdryf wat oneerlikheid behels; of 20
- (f) aan enige ander misdryf skuldig bevind is wat gepleeg is nadat die Grondwet van die Republiek van Suid-Afrika, 1996, in werking getree het, en tot gevangenisstraf sonder die opsie van 'n boete gevonnissen is. 25
- (7) By die toepassing van subartikel (6)(a), sluit 'n finansiële belang nie 'n indirekte belang gehou in enige fonds of belegging in nie indien die persoon in daardie subartikel beoog, geen beheer oor die beleggingsbesluite van daardie fonds of belegging het nie. 30
- (8) 'n Lid van die Tribunaal moet die Minister onverwyld skriftelik inlig nadat hy of sy 'n belang verkry het wat 'n belang beoog in subartikel (6)(a) is of waarskynlik kan word. 35
- (9) 'n Lid van die Tribunaal moet nie—
- (a) by enige aktiwiteit betrokke raak wat die integriteit van die Tribunaal kan ondergrawe nie; 40
- (b) die verrigtinge van die Tribunaal bywoon, daaraan deelneem of dit beïnvloed nie indien daardie lid, in verband met die aangeleentheid voor die Tribunaal, 'n belang het— 40  
(i) in subartikel (6)(a) beoog; of  
(ii) wat daardie lid verhinder om die werksaamhede van 'n lid van die Tribunaal op 'n regverdige, onpartydige en behoorlike wyse te verrig; 45
- (c) privaat gebruik maak van, of wins maak uit, enige vertroulike inligting verkry as gevolg van die verrigting van daardie persoon se werksaamhede as 'n lid van die Tribunaal nie; of 45
- (d) enige inligting in paragraaf (c) bedoel aan 'n derde party bekend maak nie, behalwe waar daardie persoon se amptelike werksaamhede as 'n lid van die Tribunaal dit vereis. 50
- (10) Indien dit, te eniger tyd, vir 'n lid van die Tribunaal voorkom asof 'n aangeleentheid wat tydens verrigtinge deur die Tribunaal oorweeg word 'n belang in subartikel (9)(b) bedoel van daardie lid aangaan, moet daardie lid— 55
- (a) die aard van daardie belang onmiddellik en ten volle aan die teenwoordige lede bekend maak; en 55
- (b) van die verrigtinge onttrek sodat die oorblywende lede die aangeleentheid kan bespreek en bepaal of die lid verbied moet word om aan enige verdere verrigtinge aangaande daardie aangeleentheid, deel te neem. 60

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(11) The disclosure by a member of the Tribunal in terms of subsection (10)(a), and the decision by the Tribunal in terms of subsection (10)(b), must be expressly recorded in the records of the proceedings in question.

(12) The proceedings of the Tribunal, and any decisions taken by a majority of the members present and entitled to participate in those decisions, are binding despite—

- (a) a member of the Tribunal failing to disclose an interest as required by subsection (10); or
- (b) a member of the Tribunal, having an interest, attending or participating in those proceedings.

#### Functions of Tribunal

**29B.** (1) The Tribunal may—

- (a) adjudicate on any matter brought to it by an infringer aggrieved by a decision taken by the representation officer in terms of this Act;
- (b) hear appeals against, or review, any decision of the representation officer that may in terms of this Act be referred to it; and
- (c) make any ruling or order necessary or incidental to the performance of its functions in terms of this Act.

(2) The appeal or review referred to in subsection (1)(b) must be lodged with the Tribunal within 30 days of receipt of the reasons for the decision, and lodged in the manner and on payment of fees, as prescribed by the Minister.

(3) The Tribunal may, on good cause shown, condone the late filing of an appeal or review.”

#### Qualifications of members of Tribunal

**29C.** (1) The members of the Tribunal, viewed collectively—

- (a) must represent a broad cross-section of the population of the Republic; and
- (b) must comprise sufficient persons with legal qualifications and knowledge or experience in road traffic and road transport related matters.

(2) Each member of the Tribunal must—

- (a) be a citizen of South Africa, who is ordinarily resident in the Republic;
- (b) have suitable qualifications and experience in a field related to road traffic and transport legislation or any special skills, qualifications, expertise or experience in matters concerning legal, financial and economic matters; and
- (c) be committed to the purposes of this Act.

#### Conditions of appointment and terms of office of members

**29D.** (1) The Chairperson and any other member of the Tribunal must, for each day or part of a day in any month on which the duties attached to the office concerned were performed, be remunerated and paid a travelling and subsistence allowance, at such daily rate as the Minister in consultation with the Minister of Finance may determine from time to time.

(2) A member of the Tribunal holds office for a period of five years and is, on the expiration of such member's term of office, eligible for reappointment by the President for one additional term only.

(3) The Chairperson, on one month's written notice addressed to the Minister, may resign from the Tribunal.

(4) A member of the Tribunal may resign by giving at least one month's notice to the Minister.

(5)(a) The other conditions of appointment will be as prescribed by the Minister.

(11) Die bekendmaking deur 'n lid van die Tribunaal ingevolge subartikel (10)(a), en die besluit deur die Tribunaal ingevolge subartikel (10)(b), moet uitdruklik in die oorkonde van die betrokke verrigtinge opgeneem word.

(12) Die verrigtinge van die Tribunaal, en enige besluite deur 'n meerderheid van die lede teenwoordig en geregtig op deelname aan daardie besluite, is bindend ondanks—

- (a) 'n lid van die Tribunaal se versuim om 'n belang bekend te maak soos deur subartikel (10) vereis; of
- (b) bywoning van of deelname deur 'n lid van die Tribunaal wat 'n belang het by daardie verrigtinge.

#### Werkzaamhede van Tribunaal

##### 29B. (1) Die Tribunaal kan—

- (a) bereg oor enige aangeleentheid na die Tribunaal gebring deur 'n oortreder wat te na gekom voel deur 'n besluit ingevolge hierdie Wet deur die vertoë-beampte geneem; 15
- (b) appèlle aanhoor teen, of hersiening doen van, enige besluit van die vertoë-beampte wat ingevolge hierdie Wet na die Tribunaal verwys kan word; en
- (c) enige bevinding of bevel gee wat nodig of insidenteel is tot die verrigting van die Tribunaal se werkzaamhede ingevolge hierdie Wet. 20

(2) Die appèl of hersiening in subartikel (1)(b) bedoel, moet by die Tribunaal ingedien word binne 30 dae vanaf ontvangs van die redes vir die besluit, en ingedien word op die wyse en by die betaling van gelde soos deur die Minister voorgeskryf. 25

(3) Die Tribunaal kan, by die aanvoer van goeie gronde, die laat indiening van 'n appèl of hersiening kondoneer.

#### Kwalifikasies van lede van Tribunaal

##### 29C. (1) Die lede van die Tribunaal, gesamentlik gesien—

- (a) moet 'n breë deursnit van die bevolking van die Republiek verteenwoordig; en 30
- (b) moet uit genoeg persone met regs-kwalifikasies en kennis of ervaring in padverkeer- en padvervoerwante aangeleenthede bestaan.
- (2) Elke lid van die Tribunaal moet—
- (a) 'n burger van Suid-Afrika, wat gewoonlik in die Republiek woonagtig is, wees; 35
- (b) beskik oor gepaste kwalifikasies en ervaring in 'n veld wat verband hou met padverkeerswetgewing en vervoerwetgewing of moet enige spesiale vaardighede, kwalifikasies, kundigheid of ervaring in aangeleenthede aangaande regs-, finansiële en ekonomiese aangeleenthede hê; en 40
- (c) tot die doeleindes van hierdie Wet verbind wees.

#### Aanstellingsvoorwaardes en ampstermyne van lede

29D. (1) Die voorsitter en enige ander lid van die Tribunaal moet, vir elke dag of deel van 'n dag in enige maand waarop die pligte verbonde aan die betrokke amp verrig is, vergoed word en 'n reis- en verblyftoelae betaal word, teen die daaglikse tarief wat die Minister in oorleg met die Minister van Finansies van tyd tot tyd bepaal. 45

(2) 'n Lid van die Tribunaal beklee die amp vir 'n tydperk van vyf jaar en is, by die verstryking van sodanige lid se ampstermyne, heraanstelbaar deur die President vir slegs een bykomende termyn. 50

(3) Die voorsitter kan, met een maand skriftelike kennisgewing aan die Minister, uit die Tribunaal bedank.

(4) 'n Lid van die Tribunaal kan bedank deur ten minste een maand kennis aan die Minister te gee. 55

(5) (a) Die ander aanstellingsvoorwaardes sal deur die Minister voorgeskryf word.

(b) Different categories of appointment may be prescribed in respect of different categories of members.

#### Vacancies in Tribunal

**29E.** (1) A member of the Tribunal vacates office—

- (a) if the member becomes subject to any disqualification referred to in section 29A(6); and 5
- (b) in the case where the member has resigned by giving one month's notice in writing to the Minister, when the member's resignation takes effect. 10
- (2) The President, on the recommendation of the Minister, may remove any member of the Tribunal from office—
- (a) for misconduct; 15
- (b) for failing to perform the duties of a member or to perform such duties diligently and efficiently; or
- (c) if the member, because of any physical or mental illness or disability, has become incapable of performing a member's duties or performing the duties diligently and efficiently. 20
- (3)(a) Any vacancy in the office of the Tribunal must be filled by the President through the appointment of another member in terms of section 29A within 90 days of the vacancy occurring.
- (b) A member so appointed holds office for the unexpired portion of the predecessor's term of office.

#### Deputy Chairperson of Tribunal

- 29F.** (1) The President must designate a member of the Tribunal as Deputy Chairperson of the Tribunal. 25
- (2) The Deputy Chairperson performs the functions of Chairperson whenever—
- (a) the office of Chairperson is vacant; or
- (b) the Chairperson is for any other reason temporarily unable to perform those functions. 30

#### Sittings of Tribunal

- 29G.** (1) The Tribunal must sit on such days and during such hours and at such a place as the Chairperson may determine.
- (2) The presence of at least 50 per cent plus one of the members shall be necessary to constitute a sitting of the Tribunal. 35
- (3) If both the Chairperson and the Deputy Chairperson are absent from a sitting of the Tribunal, the members present must from among their number elect a person to preside at the sitting.
- (4) The Chairperson may for the purposes of hearing an appeal or reviewing a decision— 40
- (a) summon any person who may give material information concerning the subject matter of the hearing or who has in his or her possession or custody or under his or her control any document which has any bearing upon the subject of the hearing, to appear before him or her at a time and place specified in the summons, to be interrogated or to produce that document, and the Chairperson may retain for examination any document so produced; 45
- (b) administer an oath or affirmation from any person called as a witness at the hearing; and
- (c) call any person present at the hearing as a witness and interrogate him or her and require him or her to produce any document in his or her possession or custody or under his or her control, which has a bearing on the subject matter of the hearing. 50

(b) Verskillende kategorieë van aanstelling kan ten opsigte van verskillende kategorieë lede voorgeskryf word.

#### Vakatures op Tribunaal

- 29E. (1) 'n Lid van die Tribunaal ontruim die amp—**
- (a) indien die lid aan enige onbevoegdheid in artikel 29A(6) bedoel, onderhewig raak; en 5
- (b) in die geval waar die lid bedank het deur een maand skriftelik kennis aan die Minister te gee, wanneer die lid se bedanking van krag word.
- (2) Die President, op aanbeveling van die Minister, kan enige lid van die Tribunaal uit die amp verwyder— 10
- (a) vir wangedrag;
- (b) vir versuim om die pligte van 'n lid te verrig of vir versuim om sodanige pligte ywerig en doeltreffend te verrig; of
- (c) indien die lid, weens enige fisieke of verstandelike ongesteldheid of gebrek, nie meer in staat is om 'n lid se pligte te verrig of die pligte ywerig en doeltreffend te verrig nie. 15
- (3) (a) Enige vakature in die kantoor van die Tribunaal moet deur die President gevul word deur die aanstelling van nog 'n lid ingevolge artikel 29A binne 90 dae vanaf die ontstaan van die vakature.
- (b) 'n Aldus aangestelde lid beklee die amp vir die onverstreke gedeelte van die voorganger se ampstermyn. 20

#### Ondervoorsitter van Tribunaal

- 29F. (1) Die President moet 'n lid van die Tribunaal as ondervoorsitter van die Tribunaal aanwys.**
- (2) Die ondervoorsitter verrig die werksaamhede van die voorsitter wanneer— 25
- (a) die amp van voorsitter vakant is; of
- (b) die voorsitter om een of ander rede tydelik nie daardie werksaamhede kan verrig nie.

#### Sittings van Tribunaal

- 29G. (1) Die Tribunaal moet sit op sodanige dae en tydens sodanige ure en by sodanige plek wat die Voorsitter bepaal.**
- (2) Die teenwoordigheid van ten minste 50 persent plus een van die lede is nodig om 'n sitting van die Tribunaal daar te stel.
- (3) Indien beide die Voorsitter en die Ondervoorsitter van 'n sitting van die Tribunaal afwesig is, moet die lede teenwoordig 'n persoon uit eie geledere verkies om by die sitting voor te sit. 35
- (4) Die Voorsitter kan vir die doeleindes van die aanhoor van 'n appèl of die hersiening van 'n besluit—
- (a) enigiemand wat deurslaggewende inligting aangaande die onderwerp van die verhoor kan gee of wat in sy of haar besit of bewaring of onder sy of haar beheer enige dokument het wat enige strekking het op die onderwerp van die verhoor, dagvaar om voor die Tribunaal te verskyn by 'n tyd en plek in die dagvaarding gespesifiseer, om ondervra te word of om daardie dokument te verstrek, en die voorsitter kan enige aldus verstrekte dokument vir ondersoek behou; 40
- (b) 'n eed of bevestiging van enigiemand wat as getuie by die verhoor geroep is, afneem; en
- (c) enigiemand by die verhoor teenwoordig as 'n getuie, roep en hom of haar ondervra en vereis dat hy of sy enige dokument in sy of haar besit of bewaring of onder sy of haar beheer, wat op die onderwerp van die verhoor strekking het, verstrek. 45 50

**Decisions of Tribunal**

**29H.** (1) The Tribunal may confirm, vary or set aside any decision against which an appeal or review has been lodged in terms of section 29B.

(2) The decision of a majority of the members present at a sitting of the Tribunal constitutes a decision of the Tribunal, and in the event of an equality of votes on any matter, the person presiding at the sitting must have a casting vote in addition to that person's deliberative vote.

**Appeals and Reviews**

**29I.** (1) Any person affected by a decision of the Tribunal may—

(a) apply to a Magistrate's Court designated by the Minister in terms of the Promotion of Administrative Justice Act, 2000 (Act No. 3 of 2000), to review that decision; or

(b) appeal to a Magistrate's Court against the decision of the Tribunal.

(2) An appeal or review against the decision of the Tribunal must be lodged with the relevant Magistrate's Court within 30 days of the decision of the Tribunal."

**Administrative work of Tribunal**

**29J.** The administrative work of the Tribunal must be performed by employees designated for that purpose by the Registrar."

**Amendment of section 30 of Act 46 of 1998, as substituted by section 3 of Act 22 of 1999**

17. Section 30 of the principal Act is hereby amended—

(a) by the substitution for subsection (1) of the following subsection:

"(1) Any document required to be served on an infringer in terms of this Act[,] must be served on the infringer [**personally or sent by registered mail to his or her last known address**] by—

(a) personal service;

(b) postage; or

(c) electronic service."; and

(b) by the substitution for subsection (2) of the following subsection:

"(2) A document which is sent [**by registered mail**] in terms of subsection (1), is [**regarded**] deemed to have been served on the infringer on the tenth day [**after the date which is stamped upon the receipt issued by the post office which accepted the document for registration**] after posting the said document or of the electronic service, and such electronic service reflected in the National Road Traffic Offences Register, unless evidence to the contrary is adduced, which evidence may be in the form of an affidavit."

**Amendment of section 31 of Act 46 of 1998**

18. Section 31 of the principal Act is hereby amended by the substitution for subsection (2) of the following subsection:

"(2) [**The**] Subject to section 18(1)(b), the laws on prescription are not applicable to penalties and fees payable in terms of this Act, and may be collected at any time."

**Beslissings van Tribunaal**

**29H.** (1) Die Tribunaal kan enige beslissing waarteen 'n appèl of hersiening ingevolge artikel 29B ingedien is, bekragtig, verander of tersyde stel.

(2) Die beslissing van 'n meerderheid van die lede teenwoordig by 'n sitting van die Tribunaal stel 'n beslissing van die Tribunaal daar, en in die geval van 'n staking van stemme in enige aangeleentheid, moet die persoon wat by die sitting voorsit 'n beslissende stem benewens daardie persoon se beraadslagende stem hê.

**Appèlle en hersienings**

**29I.** (1) Enige persoon deur 'n beslissing van die Tribunaal geraak, kan—

(a) by 'n Landdroshof deur die Minister ingevolge die 'Promotion of Administrative Justice Act', 2000 (Wet No. 3 van 2000), aangewys, aansoek doen om hersiening van daardie beslissing; of

(b) by 'n Landdroshof appelleer teen die beslissing van die Tribunaal.  
(2) 'n Appèl of hersiening teen die beslissing van die Tribunaal moet ingedien word by die tersaaklike Landdroshof binne 30 dae vanaf die beslissing van die Tribunaal.

**Administratiewe werk van Tribunaal**

**29J.** Die administratiewe werk van die Tribunaal moet verrig word deur werknemers vir daardie doel deur die Registrateur aangewys."

**Wysiging van artikel 30 van Wet 46 van 1998, soos vervang by artikel 3 van Wet 22 van 1999**

17. Artikel 30 van die Hoofwet word hierby gewysig— 25

(a) deur subartikel (1) deur die volgende subartikel te vervang:

"(1) Enige dokument wat ingevolge hierdie Wet op 'n oortreder beteken moet word, moet op die oortreder [**persoonlik**] beteken word [**of per geregistreerde pos na sy of haar jongste bekende adres gestuur word**]—

(a) deur persoonlike betekening;

(b) per pos; of

(c) per elektroniese betekening."; en

(b) deur subartikel (2) deur die volgende subartikel te vervang:

"(2) 'n Dokument wat ingevolge subartikel (1) [**per geregistreerde pos**] gestuur word, word [**beskou om**] geag op die oortreder beteken te wees op die tiende dag [**na die datum wat gestempel is op die kwitansie wat uitgereik is deur die poskantoor wat die dokument vir registrasie aanvaar het**] na die pos van genoemde dokument of van die elektroniese betekening, welke elektroniese betekening in die Nasionale Register van Padverkeersmisdrywe weergegee word, tensy getuienis tot die teendeel, wat in die vorm van 'n beëdigde verklaring kan wees, aangevoer word."

**Wysiging van artikel 31 van Wet 46 van 1998**

18. Artikel 31 van die Hoofwet word hierby gewysig deur subartikel (2) deur die volgende subartikel te vervang: 45

"(2) [**Die**] Behoudens artikel 18(1)(b), is die wette oor verjaring [is] nie van toepassing op boetes nie, en hierdie boetes kan te eniger tyd ingevorder word."



**Substitution of section 32 of Act 46 of 1998, as amended by section 21 of Act 72 of 2002**

19. The following section is hereby substituted for section 32 of the principal Act:

**“Apportionment of penalties and fees**

32. (1) Any penalty received by the Authority in terms of this Act must, as prescribed, be paid over to the issuing authority that issued the infringement notice, after deduction of an amount equal to the discount contemplated in section 17(1)(d). 5

(2) Any prescribed fees contemplated in section 13(1)(dA) collected by an issuing authority in terms of this Act must, as prescribed, be paid to the Authority. 10

(3) Despite any other law, any penalties and fees received in respect of any conviction under the applicable road traffic and transport legislation must be disbursed as prescribed.”.

**Amendment of section 34 of Act 46 of 1998** 15

20. Section 34 of the principal Act is hereby amended by the deletion of the word “and” at the end of paragraph (f), the insertion of the word “and” at the end of paragraph (g), the deletion of the full-stop at the end of paragraph (g), and the addition of the following paragraph:

“(h) the manner in which an infringement notice, courtesy letter or enforcement order may be reissued.” 20

**Amendment of section 35 of Act 46 of 1998**

21. Section 35 of the principal Act is hereby amended by substitution for subsection (1) of the following subsection:

“(1) Any notice issued in terms of section 56 or 341 of the Criminal Procedure Act, 1977 (Act No. 51 of 1977), before the date of commencement of section 17, may be continued and finalised under that Act, but no such notice may be issued after that date in respect of an [offence or] infringement.”. 25

**Substitution of certain words and expressions**

22. The principal Act is hereby amended— 30

- (a) by the substitution for the expressions “Agency” and “agency”, wherever they occur, of the expression “Authority”;
- (b) by the substitution for the expressions “major infringement” and “minor infringement”, wherever they occur, of the expression “infringement”;
- (c) by the substitution for the expression “AGENCY”, wherever it occurs, of the expression “AUTHORITY”; 35
- (d) by the substitution for the expression “national contraventions register”, wherever it occurs, of the expression “National Road Traffic Offences Register; and
- (e) by the substitution for the expression “board”, wherever it occurs, of the expression “Board”. 40

**Short title and commencement**

23. This Act is called the Administrative Adjudication of Road Traffic Offences Amendment Act, 2019, and comes into operation on a date fixed by the President by proclamation in the *Gazette*. 45

**Vervanging van artikel 32 van Wet 46 van 1998, soos gewysig in die Engelse teks by artikel 21 van Wet 72 van 2002**

19. Artikel 32 van die Hoofwet word hierby deur die volgende artikel vervang:

**“Toedeling van boetes en gelde**

32. (1) Enige boete ontvang deur die Owerheid ingevolge hierdie Wet, 5  
moet, soos voorgeskryf, oorbetaal word aan die uitreikingsgesag wat die oortredingskennisgewing uitgereik het, ná aftrekking van ’n bedrag wat gelyk is aan die korting beoog in artikel 17(1)(d).

(2) Enige voorgeskrewe boetes of gelde beoog in artikel 13(1)(dA), wat ingevolge hierdie Wet deur of namens die uitreikingsgesag ingevorder word, moet, soos voorgeskryf, aan die Owerheid oorbetaal word. 10

(3) Ondanks enige ander wet moet enige boetes en gelde ontvang ten opsigte van ’n skuldigbevinding kragtens die toepaslike padverkeerswetgewing en vervoerwetgewing, uitbetaal word soos voorgeskryf.”

**Wysiging van artikel 34 van Wet 46 van 1998**

15

20. Artikel 34 van die Hoofwet word hierby gewysig deur die woord “en” aan die einde van paragraaf (f) te skrap, die woord “en” aan die einde van paragraaf (g) in te voeg, die punt aan die einde van paragraaf (g) te skrap, en die volgende paragraaf by te voeg:

“(h) die wyse waarop ’n oortredingskennisgewing, hoflikheidsbrief of dwangbevel heruitgereik kan word.” 20

**Wysiging van artikel 35 van Wet 46 van 1998**

21. Artikel 35 van die Hoofwet word hierby gewysig deur subartikel (1) deur die volgende subartikel te vervang:

“(1) Enige kennisgewing wat voor die datum van inwerkingtreding van artikel 25  
17 ingevolge artikel 56 of 341 van die Strafproseswet, 1977 (Wet No. 51 van 1977), uitgereik is, kan kragtens daardie Wet voortgesit en afgehandel word, maar geen sodanige kennisgewing mag na daardie datum ten opsigte van ’n [misdryf of ’n] oortreding uitgereik word nie.”

**Vervanging van sekere woorde en uitdrukkings**

30

22. Die Hoofwet word hierby gewysig—

(a) deur die uitdrukking “Agentskap” en “agentskap”, waar dit ook al voorkom, deur die uitdrukking “Owerheid” te vervang;

(b) deur die uitdrukkings “groter oortreding” en “kleiner oortreding”, waar dit ook al voorkom, deur die uitdrukking “oortreding” te vervang; 35

(c) deur die uitdrukking “AGENTSKAP”, waar dit ook al voorkom, deur die uitdrukking “OWERHEID” te vervang;

(d) deur die uitdrukking “nasionale oortredingsregister”, waar dit ook al voorkom, deur die uitdrukking “Nasionale Register van Padverkeersmisdrywe” te vervang; en 40

(e) deur die uitdrukking “raad”, waar dit ook al voorkom, deur die uitdrukking “Raad” te vervang.

**Kort titel en inwerkingtreding**

23. Hierdie Wet heet die Wysigingswet op die Administratiewe Beregting van Padverkeersmisdrywe, 2019, en tree in werking op ’n datum deur die President by 45  
proklamasie in die *Staatskoerant* bepaal.

# **ANNEXURE B**

## **SERVICE LEVEL AGREEMENT**

**Entered into by and between**

### **THE MUNICIPALITY OF STELLENBOSCH**

(Hereinafter referred to as the "Municipality")

A Municipality established in pursuant to Section 12 of the local Government Municipal Structures Act, 1998 as amended and represented herein by

**Geraldine Mettler**

In her capacity as the **Municipal Manager**, being duly authorised thereto

**And**



### **THE SOUTH AFRICAN POST OFFICE SOC LIMITED**

"Hereinafter referred to as SAPO"

(Registration Number 1991/005477/30)

A Public Company incorporated in terms of the Companies Act No. 71 of 2008 as amended, represented by

**NOMKHITA MONA**

In her capacity as the **GROUP CHIEF EXECUTIVE OFFICER**, being duly authorised hereto.

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## 1 PARTIES

1.1 The Parties to this Agreement are –

1.1.1 The SAPO; and

1.1.2 The Municipality.

1.2 The Parties agree as set out below.

## 2 DEFINITIONS & INTERPRETATIONS

2.1 In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –

2.1.1 "**AFSA**" means the Arbitration Foundation of Southern Africa;

2.1.2 "**Agreement**" means these Framework Terms including all Annexures;

2.1.3 "**AARTO Notices**" means notices served and issued to the infringers in terms of the AARTO Act 46 of 1998 and its Regulations and outlined in Annexure B hereof;

2.1.4 "**Communications Specification**" means the communications specification contained in Annexure A to this Agreement which defines all the Data File structures, letter templates, data receive processes and reporting processes for the Municipality with regards to their client communications that gets printed and distributed by the SAPO Services;

2.1.5 "**Confidential Information**" means any 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 Party disclosing such information ("the Disclosing Party") 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 Party that receives such information ("the Receiving Party") or which may come to the knowledge of the Receiving Party by whatsoever means. Without limitation, the Confidential Information of the Disclosing Party shall include the following even if it is not marked as being 'confidential', 'restricted' or 'proprietary' (or any similar designation);

2.1.5.1 information relating to the Disclosing Party's business activities, business relationships, products, services, processes, data, and Staff, including agreements to which the Disclosing Party is a party;

2.1.5.2 information contained in or constituting or relating to the Disclosing Party's systems, machinery, hardware or software, networks, telecommunications

- services and facilities, including hardware or software in the possession of the Disclosing Party which is proprietary to a third party ("Third Party Products") and associated material, and information or incidents concerning faults or defects therein;
- 2.1.5.3 the Disclosing Party's technical, scientific, commercial, financial and market information (including valuations and forecasts), methodologies, formulae and trade secrets;
- 2.1.5.4 the Disclosing Party's architectural information, demonstrations, plans, designs, drawings, processes, process maps, functional and technical requirements and specifications and the data relating thereto;
- 2.1.5.5 Intellectual Property that is proprietary to the Disclosing Party or that is proprietary to a third party, including but not limited to Third Party Products and data relating to customers of the Disclosing Party;
- 2.1.5.6 business process outsourcing knowledge of the Disclosing Party and information relating to the Disclosing Party's current and existing strategic objectives, strategy documents and plans for both its existing and future information technology, processing, business processing and business process outsourcing; and
- 2.1.5.7 information disclosed with the permission of third parties, in which the third parties have confidentiality rights and any information the unauthorised disclosure of which could reasonably be expected to cause harm or risk to the Disclosing Party;
- 2.1.6 **"Confidential Information excludes"** information or data, to the extent that such information or data –
- 2.1.6.1 is lawfully in the public domain at the time of disclosure thereof to the Receiving Party; or
- 2.1.6.2 subsequently becomes lawfully part of the public domain by publication or otherwise; or
- 2.1.6.3 is or becomes available to the Receiving Party from a source other than the Disclosing Party which is lawfully entitled without any restriction on disclosure to disclose such Confidential Information to the Receiving Party; or
- 2.1.6.4 is disclosed pursuant to a requirement or request by operation of law, regulation or court order but then only to the extent so disclosed and then only in the specific instance and under the specific circumstances in which it is obliged to be disclosed;
- 2.1.6.5 provided that –
- 2.1.6.5.1 the onus shall at all times rest on the Receiving Party to establish that such information or data falls within such exclusions;

- 2.1.6.5.2** in the case of disclosure, the information or data disclosed will not be deemed to be within the foregoing exclusions merely because such information or data is embraced by more general information or data in the public domain or in a Party's possession;
- 2.1.6.5.3** any combination of features will not be deemed to be within the foregoing exclusions merely because individual features are in the public domain or in a Party's possession, but only if the combination itself is in the public domain or in a Party's possession; and
- 2.1.6.5.4** provided further that the determination of whether information or data is Confidential Information shall not be affected by whether or not such information or data is subject to, or protected by, common law or statute related to copyright, patent, trademarks, designs or otherwise.
- 2.1.7** "**Corrupt Activity**" means any activity that is, or would be, an offence under section 3 of the Prevention and Combating of Corrupt Activities Act, 2003.
- 2.1.8** "**Data**" means any data supplied, stored, collected, collated, accessed or processed by or for the benefit of the SAPO, a SAPO Affiliate or any customer of the SAPO, including personal information, as defined in the Promotion of Access to Information Act 2 of 2000.
- 2.1.9** "**Data File**" – means the batch file as defined in section 1.1 in the Communications Specification contained in "Annexure A".
- 2.1.10** "**Deliverable**" means the deliverables identified and delivered to the Municipality, in terms of Annexure A of this Agreement.
- 2.1.11** "**Designated Representatives**" means, as the context indicates, the duly authorised representative of SAPO and the Municipality or alternates appointed by them as indicated in writing from time to time.
- 2.1.12** "**Domestic Ordinary Mail**" means a physical mail item, handed in at a SAPO branch or mailbox and contains instructions to be delivered at a postal address within the Republic of South Africa, and utilises that part of SAPO's postal system that does not track or trace such item at any stage during the delivery process.
- 2.1.13** "**Domestic Registered Mail**" means a physical mail item that is tracked and from the date of receipt by SAPO until such mail item is delivered to the relevant addressee by the relevant and closest SAPO branch within the Republic of South Africa, or returned to the sender.
- 2.1.14** "**Electronic normal email**" means an electronic mail (email) item, provided to SAPO and contains instructions to be delivered to an email address, and utilises that part of SAPO's postal system that does not track or trace such item at any stage during the delivery process.



- 2.1.15** **“Electronic registered email (electronic service)”** means an electronic mail (email) item, provided to SAPO and contains instructions to be delivered to an email address, that is tracked and from the date of receipt by SAPO until such mail item is delivered to the email address of the relevant addressee.
- 2.1.16** **“Escalation Date”** – shall mean the date on which postage rates are increased, as published from time to time in the Government Gazette for the Services contained in Schedule “1”.
- 2.1.17** **“Escalation Fee”** – shall mean the increase in the postage rate as published in a Government Gazette from time to time which will be effective on the Escalation Date.
- 2.1.18** **“Intellectual Property”** means any know-how (not in the public domain), invention (whether patented or not), design, trade mark (whether or not registered), or copyright material (whether or not registered), processes, process methodology (whether patented or not), and all other identical or similar Intellectual Property as may exist anywhere in the world which is not in the public domain and any applications for registration of such Intellectual Property.
- 2.1.19** **“Losses”** means all losses, liabilities, costs, expenses, fines, penalties, damage, damages and claims and all related costs and expenses (including legal fees on the scale as between attorney and own client based on the cost order by the court, tracing and collection charges, costs of investigation, interest and penalties).
- 2.1.20** **“Parties”** means the SAPO and the Municipality, and **“Party”** will mean, as the context requires, any one of them.
- 2.1.21** **“Municipality”** means the Municipality of Stellenbosch established in pursuant to Section 12 of the local Government Municipal Structures Act, 1998.
- 2.1.22** **“SAPO”** means South African Post Office.
- 2.1.23** **“Service Hours”** means the hours between 08h00 and 17h00 on business days.
- 2.1.24** **“Service Levels”** means the predetermined quantitative and qualitative performance levels the SAPO is required to achieve, in respect of performing, and is contained in the Annexures.
- 2.1.25** **“Services”** means the services provided by SAPO to Municipality in terms of this Agreement and described comprehensively in Annexure A hereof.
- 2.1.26** **“Signature Date”** means the date of signature of this Agreement by the Party last signing.
- 2.1.27** **“Strike”** means strike as referred to in section 64 of the Labour Relations Act,

1995 (Act No. 66 of 1995) as amended from time to time.

**2.1.28** "**Term**" means the effective duration of this Agreement as set out in clause 5.1 which shall commence from the Signature Date hereof; and

**2.1.29** "**Zip File**" – shall mean an electronic file in the format of a compressed zip algorithm that contains files of other electronic formats.

**In this Agreement –**

**2.1.30** clause headings and the heading of the Agreement are for convenience only and are not to be used in its interpretation.

**2.1.31** an expression which denotes –

**2.1.31.1** any gender includes the other genders;

**2.1.31.2** a natural person includes a juristic person and vice versa;

**2.1.31.3** the singular includes the plural and vice versa;

**2.1.31.4** a Party includes a reference to that Party's successors in title and assigns allowed at law; and

**2.1.31.5** a reference to a consecutive series of two or more clauses is deemed to be inclusive of both the first and last mentioned clauses.

**2.2 Any reference in this Agreement to –**

**2.2.1** "**days**" shall be construed as calendar days unless qualified by the word "business", in which instance a "**business day**" will be any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time;

**2.2.2** "**laws**" means the Constitution; all statutes; regulations; by-laws; codes; ordinances; decrees; rules; judicial, arbitral, administrative, ministerial, departmental or regulatory judgements, orders, decisions, rulings, or awards; policies; voluntary restraints; guidelines; directives; compliance notices; abatement notices; agreements with, requirements of, or instructions by any Governmental Body; and the common law, and "**law**" shall have a similar meaning; and

**2.2.3** "**Person**" means any person, company, close corporation, trust, partnership or other entity whether or not having separate legal personality.

**2.3** The words "**include**" and "**including**" mean "include without limitation" and "including without limitation". The use of the words "**include**" and

"including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.

- 2.4 Any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions in this clause **Error! Reference source not found.** or elsewhere in this Agreement, shall be given effect to as if it were a substantive provision in the body of the Agreement.
- 2.5 Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Agreement.
- 2.6 A reference to any statutory enactment shall be construed as a reference to that enactment as at the Signature Date and as amended or substituted from time to time.
- 2.7 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.
- 2.8 If the due date for performance of any obligation in terms of this Agreement is a day which is not a business day, then (unless otherwise agreed) the due date for performance of the relevant obligation shall be the immediately preceding business day.
- 2.9 Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.
- 2.10 The rule of construction that this Agreement shall be interpreted against the Party responsible for the drafting of this Agreement, shall not apply.
- 2.11 No provision of this Agreement shall (unless otherwise agreed) constitute a stipulation for the benefit of any person (*stipulatio alteri*) who is not a Party to this Agreement.
- 2.12 The use of any expression in this Agreement covering a process available under South African law, such as winding-up, shall, if either of the Parties to this Agreement is subject to the law of any other jurisdiction, be construed as including any equivalent or analogous proceedings under the law of such other jurisdiction.
- 2.13 Any reference in this Agreement to "**this Agreement**" or any other agreement or document shall be construed as a reference to this

Agreement or, as the case may be, such other agreement or document, as amended, varied, novated or supplemented from time to time.

**2.14** In this Agreement the words "**clause**" or "**clauses**" and "**annexure**" or "**annexures**" refer to clauses of and annexures to this Agreement.

**2.15** The termination of this Agreement will not affect those of provisions which expressly provide that they will operate after termination, or which must continue to have effect after termination, or which must by, implication or necessity, continue to have effect after termination.

### **3 INTRODUCTION**

**3.1** The Municipality requires SAPO to provide Services in terms of the AARTO Act and such services which entails:

**3.1.1** acceptance and transfer of data files;

**3.1.2** processing of data;

**3.1.3** printing of AARTO Notices;

**3.1.4** posting of AARTO Notices by bulk ordinary mail;

**3.1.5** serving of AARTO Notices by bulk registered mail;

**3.1.6** emailing of AARTO Notices by bulk confidential email;

**3.1.7** bulk electronic service of AARTO Notices by e-registered mail; and

**3.1.8** updating the National Contraventions Register with the required service delivery status updates.

**3.2** The Parties wish to record in writing their Agreement in respect of the above and matters ancillary thereto.

### **4 STRUCTURE OF AGREEMENT**

**4.1** In the event of a conflict between the terms of this Agreement and any Annexure and/or Schedules attached hereto, the terms of this Agreement will prevail to the extent of the conflict.

**4.2** The Parties agree that this Agreement comprise of master terms and conditions and, accordingly, will apply to each and every Annexure and/or Schedule concluded between the Parties and appended to this Agreement from time to time. By agreement, the Parties may conclude one or more Annexures in respect of the Services. A valid agreement is only formed between the Parties where an Annexure is concluded subject to the terms

and conditions of this Agreement.

- 4.3** No Annexure (or Annexures in the case of interconnected Annexures) shall be binding, and of any force and effect on either Party, unless such Annexure has been duly executed by the Designated Representatives of each Party and is expressly indicated to have been concluded pursuant and subject to this Agreement.
- 4.4** Each Annexure (or Annexures in the case of interconnected Annexures) as the case may be in clause 4.2 and duly executed in terms of clause 4.3, constitute independent transactions which will be construed and interpreted as complete and integrated, and together forming the Agreement between the Parties.
- 4.5** The Termination or expiry of any Annexure and/or Schedule will not affect the continued operation of this Agreement or any other Annexure and/or Schedule not terminated or expired and concluded in terms of thereof.

## **5 DURATION**

- 5.1** This Agreement will commence on the Signature Date and shall endure for a period of **three (3)** years.
- 5.2** Should either Party wish to terminate this Agreement, other than in terms of clause 22 hereof, such a Party should give the other thirty (30) days' notice of its intention to do so.

## **6 TIME OF THE ESSENCE**

- 6.1** Time will be of the essence in respect of the performance by the Parties of their obligations under this Agreement. The Parties are required to inform each other immediately and not more than 72 hours when there will be foreseeable circumstances which will prevent, obscure or render them incapable of performing their obligations under this Agreement including but not limited to when the SAPO has received a notice from its trade unions about the impending Strike.
- 6.2** The SAPO shall inform the Municipality within 7 days from the date when there is breakdown of negotiations between the SAPO and its trade unions regarding the impending Strike referred to in clause 6.1 above.
- 6.3** SAPO shall ensure that there is proper and efficient means and resources available to deliver despite existence of any foreseeable circumstances which will prevent, obscure or render them incapable of performing their obligations.

## **7 THE GENERAL OBLIGATIONS OF THE MUNICIPALITY**

- 7.1** Where SAPO depends upon and requests the provision of information and

assistance by the Municipality in order to perform the Services, the Municipality will provide the necessary information and assistance in a timely manner.

- 7.2 The Municipality staff will cooperate with the SAPO to the extent that such cooperation is necessary to enable SAPO to perform the Services.
- 7.3 The Municipality will not unreasonably withhold or delay any agreement, approval or consent required of it in terms of this Agreement.
- 7.4 Where the ability of the SAPO to perform an obligation under this Agreement is dependent upon the performance by the Municipality of a responsibility as envisaged in clause 7.1, SAPO's failure to perform any such responsibility will not, for purposes of this Agreement, constitute a breach of this Agreement.

## **8 PERFORMANCE OF SAPO'S OBLIGATIONS**

- 8.1 SAPO shall assist the Municipality in terms of posting AARTO Notices to the infringers in terms of the AARTO Act and its Regulation in a manner outlined in both Annexure A and Annexure B hereof.

## **9 SERVICE LEVELS AND NON-SERVICE NOTICES**

- 9.1 The Service Levels will be implemented and measured, as per Annexure A of this Agreement.
- 9.2 Failure to serve AARTO Notices within the time periods as required in terms of Annexure B will result in a five percent (5%) credit note affected on items served outside of the prescribed timelines. Municipality can only claim a credit note if such invoices related have been paid. There is no forfeiture for credit note.
- 9.3 A detailed report to be made available on a quarterly basis to determine the credit note to be passed to Municipality.
- 9.4 Unless otherwise agreed Service Levels will be reviewed annually, unless expediency reasons necessitate shorter review periods.

## **10 COST ESCALATIONS**

- 10.1 SAPO may increase the costs of Services as mentioned in Schedule 1, after informing the Municipality by written notice.
- 10.2 The postage aspects within the Services and the fees related thereto are regulated by the South African Postal Services Act, 1998 and will escalate accordingly in terms of the South African Postal Services Act on the Escalation Date.

## 11 PAYMENT

- 11.1** The Municipality shall pay SAPO in terms of clause 11.7 provided the Services reflected in the invoice for which payment is requested are accompanied or preceded by a service delivery report in which the number of AARTO Notices actually served on the addressees stated in such report are recorded, and only after the Municipality has done and confirmed all the necessary data validations and analysis in terms of service rendered.
- 11.2** The Municipality be entitled to the credit note referred to in clause 9.2 for items served outside the timelines provided in this SLA.
- 11.3** Any disputes which may emanate from the service delivery report and the validations conducted by the Municipality in respect of the Services rendered by SAPO and the payments relating thereto shall be dealt with in accordance with clause 24 hereof, and no payment shall be made to SAPO in respect of Services which are the subject matter of the disputes until such time that those disputes are resolved.
- 11.4** In the event that the Municipality makes an erroneous payment to SAPO, the Municipality shall inform SAPO of same within a period of 10 days of being aware and upon a conclusive outcome agreed to by both Parties that, indeed an error in payment was made, SAPO shall issue the credit note to the Municipality equaling the amount of the erroneous payment.
- 11.5** The disputes raised regarding payments to SAPO shall not halt performance of any other Services to be performed which are not subject of disputes and the Municipality shall similarly be liable for payment of those Service.
- 11.6** The Municipality will not pay SAPO in a case where all the four (4) statuses for registered mail (i.e. Printed, Posted, First Letter Notification and Ready for collection at branch) are not uploaded as required in terms of Annexure A hereof.
- 11.7** The fees that are levied by SAPO for performing the Services are as reflected on the Schedule 1 and shall change in accordance with clause 10 hereof and the provisions of the South African Postal Services Act as amended from time to time.
- 11.8** All fees indicated in Schedule 1 are inclusive of value added tax.
- 11.9** All payments in respect of fees to SAPO for Services performed, will, subject to the receipt by the Municipality of a service delivery report from SAPO as contemplated in clause 11.1, be made within 30-days of the date of SAPO's invoice.
- 11.10** All payments to SAPO, made pursuant to this Agreement, will be effected

into SAPO's bank account as follows:

<b>11.4.1 Name of bank:</b>	Standard Bank
<b>11.4.2 Branch name and code:</b>	01 0045 00
<b>11.4.3 Account holder:</b>	SAPO Limited
<b>11.4.4 Account number:</b>	01 071 613 0

**11.11** Municipality has opened a bulk mail account with SAPO and has completed an "Account Application for Post Office Postal Service" form. The account application was approved. The Services in this Agreement will be subject to the terms and conditions of the account application.

**11.12** Issuing Authorities will issue a **guarantee** in favour of SAPO equivalent to their monthly posting/mailings.

**Commented [M1]:** Do we have to agree with that? If so, how do we determine the quantify the initial guarantee

## 12 DESIGNATED REPRESENTATIVES

**12.1** Each Party will nominate a Designated Representative and shall inform the other Party of the name, designation and contact details of the Representative within 14 days of the Signature Date hereof, in writing as per Annexure A table 15.1.

**12.2** The work to be performed and the Services to be rendered by SAPO will be supervised by the Municipality's Designated Representative.

**12.3** Either Party may substitute a Designated Representative, at its discretion, provided that the Party shall give the other Party reasonable written notice of such substitution and will provide replacement employees of equivalent ability. Without derogating from the afore going, should either Party replace a Designated Representative for any reason whatsoever, it shall ensure, to the greatest extent possible in the circumstances, that, a suitable period of hand-over and overlap takes place, at its cost, between the new and the Designated Representative.

**12.4** The Designated Representatives shall liaise and update each other on the progress of the Services rendered and shall endeavour to resolve and remedy any problems or disputes that may arise in relation to the Services.

**12.5** The Designated Representatives of the Parties will meet on an ad-hoc basis as the business will demand to address general service delivery issues and the related contractual indicators and any change orders or to review, analyse and discuss fees, service levels, Services and or change orders.

**12.6** Each party will use its best efforts to meet the actions agreed at the meetings and co-operate with the other Party to provide personnel, actions and decisions in order to meet a Party's obligations under this Agreement.

**12.7** The location of any meetings to be held in terms of this Agreement will be



agreed between the Parties at least 1 (one) week before the date of the meeting. Each Party will bear their own costs to realise and attend such meetings.

### 13 CHANGE CONTROL

- 13.1 In the event that either Party wants to propose a change to any of the Services including but not limited to adding new, additional or supplementary services, that Party must notify the Road Traffic Infringement Agency (RTIA) for further action.

### 14 WARRANTIES

- 14.1 Each of the Parties hereby warrants to and in favour of the other that –
- 14.1.1 it has the legal capacity and has taken all necessary corporate action required to empower and authorise it to enter into this Agreement;
- 14.1.2 this Agreement constitute an agreement valid and binding on it and enforceable against it in accordance with its terms;
- 14.1.3 the execution of this agreement and the performance of its obligations hereunder does not and shall not –
- 14.1.3.1 contravene any law or regulation to which that Party is subject;
- 14.1.3.2 contravene any provision of that Party's constitutional documents; or
- 14.1.3.3 be in conflict with, or constitute a breach of any of the provisions of any other agreement, obligation, restriction or undertaking which is binding on it; and
- 14.1.4 to the best of its knowledge and belief, it is not aware of the existence of any fact or circumstance that may impair its ability to comply with all of its obligations in terms of this Agreement;
- 14.1.5 it is entering into this Agreement as principal (and not as agent or in any other capacity);
- 14.1.6 the natural person who signs and executes this Agreement on its behalf is validly and duly authorised to do so;
- 14.1.7 no other party is acting in a fiduciary capacity on its behalf other than the one contemplated in 14.1.6 above; it; and
- 14.1.8 it is not relying upon any statement or representation by or on behalf of any other Party, except those expressly set forth in this Agreement.
- 14.1.9 each of the representations and warranties given by the Parties in terms of this clause 14 shall –

- 14.1.9.1 be a separate warranty and will in no way be limited or restricted by inference from the terms of any other warranty or by any other words in this Agreement;
- 14.1.9.2 continue and remain in force notwithstanding the completion of any or all the transactions contemplated in this Agreement; and
- 14.1.9.3 prima facie be deemed to be material and to be a material representation inducing the other Party to enter into this Agreement.

## 15 INDEMNITIES

- 15.1 Each Party indemnifies and holds the other Party harmless against all losses suffered by, or claims made against the Parties arising out of or in connection with:
  - 15.1.1 claims by the staff of one party against the staff of the other party, including actions instituted in terms of the Labour Relations Act, 1995, the Basic Conditions of Employment Act, 1997 and any other legislation which regulates employees;
  - 15.1.2 claims for taxes, interest or penalties against one Party that are obligations of the other party; and
  - 15.1.3 any breach of this Agreement by either Party.

## 16 INTELLECTUAL PROPERTY RIGHTS

- 16.1 The SAPO retains all right, title and interest in and to the SAPO's Intellectual Property.
- 16.2 The Municipality retains all right, title and interest in and to the Municipality Intellectual Property.
- 16.3 The Parties shall be co-owners of any Intellectual Property jointly developed by them during the currency of this agreement, unless otherwise stated in a separated agreement to that effect.

## 17 LIMITATION OF LIABILITY

- 17.1 The Parties agree that, in the event of a breach of any of the provisions of this Agreement, the defaulting Party shall be liable to the other Party for all Losses which constitute direct and/or general damage. Notwithstanding anything to the contrary set forth in this Agreement in general, the Parties agree that they shall be liable to each other for –
  - 17.1.1 Losses which constitute indirect, special and/or consequential damages where such damages are caused by a breach of any Intellectual Property and/or Confidential Information undertaking

contained in this Agreement;

17.1.2 all Losses which arise out of their Corrupt Activity or fraud; and

17.1.3 all Losses which arise out of their dishonesty or gross negligence regardless of whether such Losses arise out of contract or *delict*.

## 18 CONFIDENTIALITY

18.1 The SAPO will at no time disclose any Municipality information to any third party or make use of any Municipality confidential information, except as may be strictly necessary for the purposes of proper performance of the Services or the exercise or enforcement of its rights under this agreement.

18.2 Municipality will at no time disclose any SAPO Information to any third party or make use of any SAPO Confidential Information, except as may be strictly necessary for the purposes of proper performance of the Services or the exercise or the enforcement of its rights under this Agreement.

18.3 For the purposes of clauses 18.1 and 18.2, each Party will protect the Confidential Information of the other Party under its control or in its possession in accordance with best practice as applicable in the context of this Agreement.

18.4 This Agreement will constitute Confidential Information of both Municipality on the one hand and SAPO on the other hand.

18.5 If either Party is required by compulsion of law to disclose the Confidential Information of the other Party, it will advise the other Party immediately upon becoming aware of such requirement and, to the extent possible, in advance of the disclose occurring.

## 19 RELATIONSHIP

Nothing in this Agreement shall constitute, or be deemed to constitute a partnership or joint venture between the Parties. Neither Party shall have the authority or power to bind the other Party or to contract in the name of the other Party, or create a liability against the other Party in any way or for any purpose.

## 20 PUBLICITY

20.1 Subject to clause 20.3, each Party undertakes to keep confidential and not to disclose to any third party, save as may be required in law or permitted in terms of this Agreement, the nature, content or existence of this Agreement and any and all information given by a Party to the other Party pursuant to this Agreement.

- 20.2** No announcements of any nature whatsoever will be made by or on behalf of a Party relating to this Agreement without the prior written consent of the other Party.
- 20.3** This clause 20 shall not apply to any disclosure made by a Party to its professional advisors or consultants, provided that they have agreed to the same confidentiality undertakings, or to any judicial or arbitral tribunal or officer, in connection with any matter relating to this Agreement or arising out of it.

## 21 BREACH

- 21.1** If a Party ("**Defaulting Party**") commits any breach of this Agreement and fails to remedy such breach within 30 (thirty) business days ("**Notice Period**") of written notice requiring the breach to be remedied, then the Party giving the notice ("**Aggrieved Party**") will be entitled, at its option –
- 21.1.1** to claim specific performance of any of the Defaulting Party's obligations within a reasonable period;
- 21.1.2** claim for damages and or to cancel this Agreement.
- 21.2** Any costs awarded will be in terms of the process outlined in clause 24 below. The Aggrieved Party's remedies in terms of this clause 21 are without prejudice to any other remedies to which the Aggrieved Party may be entitled in law.

## 22 TERMINATION

- 22.1** Either Party may terminate this Agreement or any Annexure, in whole or in part, for convenience and without cause, at any time by giving the other Party at least 30 (thirty) days prior written notice designating the termination date of this Agreement or the relevant Annexure, as the case may be.
- 22.2** Upon the termination of this Agreement for whatever reason, the Parties commit to phasing out their duties and responsibilities in such a way so as to cause minimum disruption to the other.
- 22.3** In the event that the performance of either Party is delayed or interrupted for a period exceeding 30 (thirty) days, either Party may terminate this Agreement on written notice to the other.

## 23 FORCE MAJEURE

- 23.1** No Party shall be liable to the other Party of the non-performance of any performance of the provisions of this Agreement in the event and to the extent that such non-performance is the direct result of or has been directly

caused by *force majeure*, which shall mean any event beyond reasonable control of a party which could not reasonably have been foreseen by it at the date of signature of this Agreement, and shall include: war, invasion, act of foreign enemy, civil war, riot, military rising, insurrection, rebellion, total lockdown, military or usurped power or any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the government or to influencing it by terrorism or violence, confiscation, nationalisation or requisition or destruction of or damage to property by under the order of the Government or any public authority.

**23.2** Party claiming *force majeure* shall as soon as reasonably possible after becoming aware of the *force majeure* event, notify the other party thereof, stating the nature, extent and expected duration of same.

**23.3** The burden of proof of the existence and extent of the alleged event and the enforceability thereof shall rest on the Party claiming such.

## **24 DISPUTE RESOLUTION**

The Parties, being organs of state in the national and local spheres of government, respectively acknowledge that they are bound by the Intergovernmental Relations Framework Act, 2005 (Act No. 13 of 2005) and that any dispute between them shall be regulated in terms of the provisions of this Act.

## **25 NOTICES AND DOMICILIA**

**25.1** The Parties select as their respective domicilia citandi et executandi the following physical addresses, and for the purposes of giving or sending any notice provided for or required under this Agreement, the said physical addresses as well as the following telefax numbers –

<u>Name</u>	<u>Physical Address</u>	<u>Telefax</u>
Legal Services The South African SAPO	497 Sophie de Bryn Street Cnr Jeff Masemola Pretoria Central 0002	086 668 7179

Marked for the attention of: Legal Services

<u>Name</u>	<u>Physical Address</u>	<u>Telefax / Email</u>
Geraldine Mettler	Plein Street Town Hall Complex Stellenbosch	Tel: 021 808 8025 Email :mm@stellenbosch.gov. za

Marked for the attention of: **Municipal Manager**

Provided that a Party may change its domicilium or its address for the purposes of notices to any other physical address or telefax number / e-mail address by written notice to the other Party to that effect. Such change of address will be effective 5 (five) business days' after receipt of the notice of the change.

- 25.2** All notices to be given in terms of this Agreement will be given in writing and will –
- 25.2.1** be delivered by hand or sent by telefax, or by way of email;
- 25.2.2** if delivered by hand during business hours, be presumed to have been received on the date of delivery. Any notice delivered after business hours or on a day which is not a business day will be presumed to have been received on the following business day; and
- 25.2.3** if sent by telefax during business hours, be presumed to have been received on the date of successful transmission of the telefax. Any telefax sent after business hours or on a day which is not a business day will be presumed to have been received on the following business day.
- 25.3** Notwithstanding the above, any notice given in writing, and actually received by the Party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause 25.

## 26 BENEFITS OF THE AGREEMENT

This Agreement will also be for the benefit of and be binding upon the successors in title and permitted assigns of the Parties or either of them.

## 27 APPLICABLE LAW AND JURISDICTION

**27.1** This Agreement will in all respects be governed by and construed under the laws of the Republic of South Africa.

**27.2** Subject to clause 27.1, the Parties hereby consent and submit to the non-exclusive jurisdiction of the North Gauteng High Court, Pretoria in any dispute arising from or in connection with this Agreement.

**Commented [M2]:** Western Cape

**Commented [M3]:** Cape Town

## 28 GENERAL

### 28.1 Whole Agreement

**28.1.1** This Agreement constitutes the whole of the agreement between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on either of the Parties.

**28.1.2** This Agreement supersedes and replaces any and all agreements between the Parties (and other persons, as may be applicable) and undertakings given to or on behalf of the Parties (and other persons, as may be applicable) in relation to the subject matter hereof.

### 28.1.3 Variations to be in Writing

No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of this Agreement will be of any force or effect unless in writing and signed by the Parties.

### 28.2 No Indulgences

No latitude, extension of time or other indulgence which may be given or allowed by any Party to the other Party in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any Party arising from this Agreement and no single exercise of any right by any Party under this Agreement, shall in any circumstances be construed to be an implied consent or election by such Party or operate as a waiver or a novation of or otherwise affect any of the Party's rights in terms of or arising from this Agreement or estop or preclude any such Party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof. Failure or delay on the part of any Party in exercising any right, power or privilege under this Agreement will not constitute or be deemed to be a waiver thereof, nor

will any unilateral exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

### **28.3 No Waiver or Suspension of Rights**

No waiver, suspension or postponement by any Party of any right arising out of or in connection with this Agreement shall be of any force or effect unless in writing and signed by such Party. Any such waiver, suspension or postponement will be effective only in the specific instance and for the purpose given.

### **28.4 Provisions Severable**

All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions and clauses of this Agreement shall remain of full force and effect. The Parties declare that it is their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

### **28.5 Continuing Effectiveness of Certain Provisions**

The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

### **28.6 Assignment**

- 28.6.1** The Municipality and SAPO may subcontract any rights in this Agreement to a third party, provided that the Party so subcontracting will notify the other Party of such fact in writing.
- 28.6.2** The Party subcontracting its rights in terms of this Agreement remains liable for all actions, omissions, delicts, unlawful actions and work product of their subcontractor and shall on no account be exempted from compliance with any terms of this Agreement by reason of it having employed the subcontractor.
- 28.6.3** Subject to clause 28.6.1 and 28.6.2 neither this Agreement nor any part, share or interest herein nor any rights or obligations hereunder may be ceded, delegated or assigned by either Party without the prior signed written consent of other Party, save as otherwise provided herein.



**28.7 Exclusion of Electronic Signature**

The reference in clauses 28.2, 28.3 and 28.6 to writing signed by a Party shall, notwithstanding anything to the contrary in this Agreement, be read and construed as excluding any form of electronic signature.

**29 COSTS**

Except as otherwise specifically provided herein, each Party will bear and pay its own legal costs and expenses of and incidental to the negotiation, drafting, preparation and implementation of this Agreement.

**30 SIGNATURE**

- 30.1** This Agreement is signed by the Parties on the dates and at the places indicated below.
- 30.2** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement as at the date of signature of the Party last signing one of the counterparts.
- 30.3** The persons signing this Agreement in a representative capacity warrant their authority to do so.
- 30.4** The Parties record that it is not required for this Agreement to be valid and enforceable that a Party shall initial the pages of this Agreement and/or have its signature of this Agreement verified by a witness.

SIGNED AT ..... ON THIS ..... DAY OF ..... 2021

AS WITNESSES

\_\_\_\_\_  
**For and on behalf of Municipality**

1. ....

Geraldine Mettler

\_\_\_\_\_  
Name of Signatory

2. ....

Municipal Manager

\_\_\_\_\_  
Designation of Signatory

SIGNED AT ..... ON THIS ..... DAY OF ..... 2021

AS WITNESSES

\_\_\_\_\_  
**For and on behalf of SAPO**

1. ....

Nomkhita Mona

\_\_\_\_\_  
Name of Signatory

2. ....

Group Chief Executive Officer

\_\_\_\_\_  
Designation of Signatory

## **ANNEXURE A**

This Annexure A is concluded pursuant and subject to the terms and conditions of this Agreement. All capitalised terms in this Annexure that are not defined within this Annexure will bear the same meaning as ascribed to them in the Agreement. This Annexure will become effective on the Signature Date and will endure for a period of 3 (three) years in terms of clause 5.21 of the Agreement, *or until the termination of the agreement in terms of clause 22, whichever is earlier.*

### **1. SERVICES**

- 1.1. This entails the execution of the existing Communication Specifications, as contained in this Annexure A, which includes but is not limited to the communication template, logos; field names; data and other information that SAPO is required to output into Print Ready Files, as defined in clause 3.6 of this Annexure. Should Municipality require any changes to the execution of the Communication Specifications the change control process in clause 13 of the Agreement will apply.
- 1.2. SAPO and Municipality shall for the purpose of this Agreement utilise the existing Communication Specification.

### **2. ACCEPTANCE AND TRANSFER OF DATA FILES**

- 2.1. The Road Traffic Infringement Agency (RTIA) will, on behalf of the Municipality, provide SAPO with a Data File (InfrDoc file and InfrDocImg file) and, if applicable, a Zip File which will contain all necessary images, on a daily basis by placing the Data File on a SAPO SFTP site. The Data File must have been completely transferred to SAPO's SFTP site daily.
- 2.2. If Municipality has no records to print AARTO notice, RTIA must nevertheless send SAPO an empty Data File, so that SAPO is aware that there are no technical problems.
- 2.3. On receipt of duplicate files from the RTIA, SAPO should process the first file as received only. RTIA to ensure that duplicate files are not submitted to SAPO.
- 2.4. The SAPO SFTP site shall have sufficient space available to access all files being transferred.
- 2.5. SAPO shall process a file only once.

### **3. PROCESSING OF DATA**

- 3.1. The RTIA is responsible for all data and image validations in all Data Files before submitting the file to SAPO's SFTP site. SAPO will not undertake any obligation in

respect of validating or verifying the integrity, accuracy, completeness, correctness of any data and images within Data Files.

- 3.2. The RTIA must ensure that the data and image files are transferred with the necessary Data File extension (.csv which will change to .txt once upload to SAPO's SFTP is complete). If any other Data File extension other than .txt or .zip is uploaded, SAPO will not be liable or responsible for any resultant failure, losses and damages that are incurred by Municipality.
- 3.3. Upon the receipt of the Data File from RTIA, SAPO will perform a file structure validation to ensure compliance of the Data File to the Communication Specification.
- 3.4. Should the Data File fail structural validation as indicated in clause 3.3, SAPO will inform the RTIA within 1 (one) business day of such failure and the Data File will be deemed to have "not been received" by SAPO as required in terms of this Agreement. As a result of such non-receipt, SAPO will not process the Data File and no Service Levels Measurements as indicated in clause 9 below will be applicable to that Data File. The RTIA will be responsible to resubmit the Data File in terms of clause 0 of this Annexure A.
- 3.5. If the submitted Data File passes data structure validation in clause 3.3 of this Annexure A, SAPO will transfer (map) the data fields onto the applicable Print Templates. These validated and processed Data Files will be Print Ready Files.
- 3.6. The day on which SAPO receives the Data File will be deemed as day 0 (zero) for the purposes of this Agreement and all Service Levels will exclude day 0 (zero) in the computation of any Service Level standards.
- 3.7. The Print Ready Files will be routed to SAPO Print Bureau for the actual Printing and Posting or for generation of the PDF document and electronic email.

#### **4. PRINTING AND POSTING**

- 4.1. When the Print Ready Files are received at the SAPO Print Bureau the contents of the Print Ready Files will be printed on an A4, 80-gram paper in duplex with black ink printers. Duplex Printing is defined as printing on both sides of the A4 page and ink coverage will not exceed 6% per side of the total surface area of the A4 page supplied.
- 4.2. SAPO will supply the RTIA a status "printed" for all AARTO notices that have been successfully received and printed. All electronic status updates will be supplied by SAPO to the Municipality within 72 hours after the relevant event actually occurred.
- 4.3. After the Print Ready Files have been printed, the AARTO notices will be glued, folded and perforated by a one-step mailer into a "DL" sized letters.
- 4.4. The produced AARTO notices in the form of physical DL sized letters will be posted via ordinary domestic mail or Bulk Registered Mail as instructed by the Data File,

which will be interpreted in terms of Annexure B of this Agreement.

**4.5.** Where AARTO notices are posted via ordinary domestic mail, SAPO will thereafter supply the RTIA an electronic status "posted". SAPO will not provide any further tracking details for AARTO notices posted via ordinary domestic mail. As a matter of clarity, AARTO notices posted via ordinary domestic mail will not be subject to Service Level Measurements, however SAPO will provide a repository of ordinary mail items lodged as indicated in clause 9 of this Annexure A.

**4.6.** The total period for ordinary mail items to be posted should not exceed 15 days after day 0 as referred to in clause 3.6 of this Annexure.

## **5. BULK REGISTERED MAIL**

**5.1.** In respect of bulk Registered Mail, SAPO will provide the RTIA with an electronic status "posted" within 72 hours of such event actually taking place on SAPO's own internal system, upon the AARTO notice being despatched to the SAPO branch. SAPO will use its reasonable endeavours to determine the branch closest to the addressee on the AARTO notice provided to SAPO, but such branch will not be more than a 40km radius, from the address of the addressee as provided in the Data File.

**5.2.** In the event the address on the AARTO notice is of such a nature that SAPO cannot, with any level of certainty determine the destination of the AARTO notice ("Undeliverable"), SAPO will provide a 'not posted' electronic status to the RTIA within 72 hours of such event actually taking place on SAPO's own internal system, In the event of an Undeliverable AARTO notice, SAPO retains the right to levy the pro rata Bulk Registered Mail fee related to such AARTO notice, as quoted in Schedule 1 of this Agreement. Service Level Measurements will not apply to Undeliverable AARTO notices.

**5.3.** Notifications to collect AARTO notices ("Notifications to collect") posted via Bulk Registered Mail, will be bulk printed, glued, folded, perforated and posted by SAPO to the addressee via ordinary domestic mail. As a matter of clarity, notifications to collect posted via ordinary domestic mail will not be subject to service Level Measurements as indicated in clause 8 of this Annexure A. The Notification to collect is an inherent part of the service offering, and is owned by SAPO. To this extent, SAPO retains the right to manage the content of the Notification to collect, and associated return policies should the Notification to collect is Undeliverable. SAPO will provide the Municipality with an electronic status "First Letter Notification from SAPO" within 72 hours of such event actually taking place on SAPO's own internal system, in order to indicate that the Notification to Collect a registered item has been produced and posted to the addressee on the AARTO notice.

## **6. COLLECT AT SAPO BRANCH**

**6.1.** SAPO will provide the RTIA with an electronic status "ready for collection at branch" within 72 hours in order of such event actually taking place on SAPO's own internal

system, in order to indicate that the AARTO notice has been received at the SAPO branch and is ready for collection by the addressee.

- 6.2. Once the addressee or its designee comes into the SAPO branch to collect the AARTO notice, SAPO will deliver the AARTO notice to the addressee or its designee in terms of SAPO's standard operating procedure for the collection of Registered Mail.
- 6.3. Should the AARTO notice be collected from the branch, SAPO will provide the RTIA with an electronic status "delivered" of such event actually taking place on SAPO's own internal system, in order to indicate that the AARTO notice has been collected by the addressee or its designee.
- 6.4. In the event the AARTO notice is not collected within 42 (forty) days from date of dispatch to the SAPO branch, SAPO will destroy such items, SAPO will provide an electronic status "not delivered" within 72 hours of such event actually taking place on SAPO's own internal system, to the RTIA in respect of each uncollected AARTO notice.
- 6.5. In the event that an AARTO notice is lost, stolen or misplaced for whatever reason, whether on route to a SAPO branch, at a SAPO branch or on the return leg back to the RTIA, SAPO will supply the RTIA an electronic status "item lost" within 72 hours of such event actually taking place on SAPO's own internal system.
- 6.6. SAPO furthermore undertakes to provide all event status updates to the NCR within 72 hours from such event being recorded on SAPO's own internal system as per Annexure C of this Agreement.

## **7. ELECTRONIC NORMAL AND REGISTERED EMAIL**

- 7.1. When the Print Ready Files are received at the SAPO Print Bureau the contents of the Print Ready Files will be printed to PDF documents in duplex with black font to resemble the same image as printed AARTO Notices.
- 7.2. SAPO will supply the RTIA a status "printed" for all AARTO notices that have been successfully received and printed to PDF. All electronic status updates will be supplied by SAPO to the RTIA within 72 hours after the relevant event actually occurred.
- 7.3. After the Print Ready Files have been printed to PDF, the AARTO Notices will be emailed to the specific email address provided by the RTIA for each notice via Electronic Normal Email or Electronic Registered Email as instructed by the Data File, which will be interpreted in terms of Annexure B of this Agreement.
- 7.4. Where AARTO notices have been emailed, SAPO will thereafter supply the RTIA an electronic status "posted". SAPO will provide further standard email tracking details for AARTO notices emailed via Electronic Normal Email or Electronic Registered Email.
- 7.5. The total period for Electronic Normal Email or Electronic Registered Email items

to be emailed should not exceed 15 days after day 0 as referred to in clause 3.6 of this Annexure.

## 8. MONTHLY REPORTS

**8.1.** At the end of every calendar month SAPO shall generate and submit to Municipality a report describing the following in respect of each Data File individually, irrespective of the manner of service:

**8.1.1.** original Data File name as submitted by the RTIA and received by SAPO;

**8.1.2.** the submission date of Data File,

**8.1.3.** number of items per AARTO notice type (category),

**8.1.4.** rate per item and total amount per AARTO notice type, as per Schedule 1; and

**8.1.5.** The report will detail the cost of mailing AARTO notices which are mailed on behalf of the Municipality, and will be further subject to the terms and conditions of this Agreement.

**8.2.** Ad hoc reports will be compiled on reasonable request from the Municipality. In these instances, both Parties agree that timing in terms of supply of the requested information will be discussed and mutually agreed.

**8.3.** SAPO will provide a quarterly report commencing from the Signature Date hereof, indicating:

**8.3.1.** The total number of AARTO notices successfully received on behalf of the Municipality;

**8.3.2.** The total number of AARTO notices successfully posted/emailed on behalf of the Municipality;

**8.3.3.** The total number of AARTO notices delivered to the SAPO branch on behalf of the Municipality, within the specified Service Level Measurements as defined in clause 9 of this Annexure A).

**8.3.4.** The total number of AARTO notices delivered to the SAPO branch on behalf of the Municipality outside the specified Service Level Measurements (as defined in clause 9 of this Annexure A).

**8.3.5.** All Service Level Measurements to be calculated for the purposes of this report will be based on clause 8.3.2 of this Annexure A.

**8.4.** The report will be compiled by SAPO, based on SAPO's system information, and provided to the Municipality 60 (sixty) days after the close out of the quarter in question.

## 9. SERVICE LEVEL MEASUREMENTS

- 9.1.** The Municipality requires SAPO to make available the printed AARTO Notices, at a SAPO branch as determined by the addresses supplied in the Data File. The Service Level in this clause will be measured and controlled through SAPO's internal reporting systems. Both Parties agree that the date of the event (actual event status date) and not the electronic status update date will be used as the point of reference when measuring Service Level adherence. All electronic status updates will be made available to the Municipality within 72 hours after the occurrence of the AARTO event on SAPO's own internal system. In the event of a discrepancy between the quarterly Service Level report provided by SAPO to the Municipality and the Municipality's own reports, SAPO will (a) investigate the discrepancy and (b) provide the Municipality with reasonable information related to the basis upon which the Service Level reports have been calculated. In the event that, notwithstanding this clause 9.1, the discrepancy between the Service Level reports of SAPO and the Municipality still exist, the Parties will endeavour a mechanism to harmonise such discrepancies and may to that end enlist the assistance of an external expert to provide the required solution.
- 9.2.** A quarterly report will be provided to the Municipality as outlined in clause 8 of this Annexure A to determine Service Levels.
- 9.3.** Service Level Measurements are subject to the following requirements:
- 9.3.1.** Address quality, of the addresses supplied by RTIA per Data File received by SAPO, to adhere to PAMMS standards of no less than 96% (ninety-six percent) over the quarter in which the Service Level Measurements are calculated.
- 9.3.2.** Maximum bulk registered mail AARTO notices in a daily Data File to not exceed 900 000. In the event that the RTIA exceeds these daily limits, SAPO will with the RTIA to discuss (a) the increase in daily volumes and (b) any new Service Level Measurements that may be applicable to the additional volumes, and SAPO would require a minimum of 90 (ninety) days to re-align process capacities to meet the additional volumes.
- 9.4.** In the event that the Municipality does not achieve the requirements in terms of clause 9.3 of this Annexure A, then (a) the period during which the requirements in clause 9.3 of this Annexure A are not complied with will be excluded for the Service Level Measurement.

## 10. COMPLAINTS PROCEDURE

- 10.1.** Complaints from the public arising from the AARTO process must be dealt with by the Municipality. SAPO is only responsible to assist with the tracking of a physical item if it was sent via registered mail and in instance where the required statuses are not available on the AARTO systems.
- 10.2.** In cases where the SAPO Track and Trace number, as assigned to the AARTO notice, is available to the Municipality, queries can be directed to the SAPO call centre or referenced on the AARTO website. The call centre number to be availed to Municipality so that related complaints or enquiries may be directed thereto.
- 10.3.** Should the Municipality and/or service provider have specific complaints or



queries it can be directed to the SAPO representative that will ensure that the query/complaint is dealt within a period of 30 days.

**10.4.** Complaints of a general nature will be addressed in the relevant forums as outlined in clause 12 of the Agreement.

## **11. ESCALATION PROCEDURE**

**11.1.** As per clause 10 of this Annexure A, both Parties to agree on turnaround times for management and resolution of complaints. Should the turnaround times agreed upon in clause 10.3 for a specific incident or complaint not be adhered to, the matter can be escalated to the relevant SAPO Executive representative (as defined in relevant table – see clause 15.2 of this Annexure A) in writing with specific examples. It would be the responsibility of the SAPO representative to address the matter with all concerned parties and ensure a mitigation plan is derived and implemented to ensure the specific incident(s) does not occur again.

## **12. CHANGE MANAGEMENT PROCEDURE**

**12.1.** Both Parties commit to train all the personnel who are central to the operationalisation of this Agreement upon the finalisation of the relevant signatures thereto.

**12.2.** The Parties further commit to involve all such personnel referred to in clause 11.1 of this Annexure A in the experiential meetings as contemplated in clause 12.5 of the Agreement.

## **13. MONITORING**

**13.1** The parties will develop a monitoring template, containing all the performance indicators of this agreement.

**13.2** The monitoring template will be utilised by the designated representatives of the parties to measure the effectiveness of the service levels under this agreement, during the monthly and quarterly meetings.

## **14. COMMUNICATION STRATEGY**

**14.1.** It is important that a communication strategy is followed by all Parties due to the nature of this project as well as the various role players.

**14.2.** The appointed Municipality and SAPO Designated Representative should at all times be included in any communication amongst the various AARTO role players in order to limit the risk of communication breakdown but also ensuring that the 2 (two) major role players to this Service Level Agreement are aware of project issues.

**14.3.** Both Parties agree to consult and obtain the others prior written consent before responding to including without limitation any private or public media/press, marketing and advertising releases in cases where the other Party's Intellectual

Property or Confidential Information is used or referred to or where the reputation of either party could be affected.

**15. CONTACT PERSONS/S**

15.1. First line support for general enquiries and general process support

	SAPO	Municipality
OPERATIONS	<p>Chumani Nyati</p> <p>Tel: 012 649 6263</p> <p>Cell: 083 501 1485</p> <p>E.Mail: <a href="mailto:Chumani.Nyati@cfgrp.co.za">Chumani.Nyati@cfgrp.co.za</a></p>	<p><b>Call Centre</b></p> <p>_____</p> <p>_____</p>
TECHNICAL		<p><b>Representative from Technology</b></p> <p>_____</p> <p>_____</p>
DESIGNATED BUSINESS		<p><b>Executive Representative from Business</b></p> <p>_____</p> <p>_____</p>
FINANCE		<p><b>Representative from Finance</b></p> <p>_____</p> <p>_____</p>

## 15.2. Escalation contacts when first line support fails

	SAPO	Municipality
OPERATIONS		<b>CALL CENTRE</b> Tel: Email:
TECHNICAL	<b>Ndade Sibaya</b> Tel 012 649 Cell; 082 777 7593 e-mail: <a href="mailto:Ndade.Sibaya@postoffice.co.za">Ndade.Sibaya@postoffice.co.za</a>	<b>Representative from Technology</b> Tel: Email:
DESIGNATED BUSINESS		<b>Executive Representative from Business</b> Tel: Email:
FINANCE		<b>Representative from Finance</b> Tel: Email:

**ANNEXURE B**

**AARTO NOTICES SERVED ARE ON THE INFRINGERS IN TERMS OF THE AARTO ACT AND REGULATIONS. AARTO NOTICES SHALL BE SERVED BY SAPO IN ACCORDANCE WITH REGULATIONS 30(2) AND 31 AND IN TERMS OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

AARTO Notices to be delivered on behalf of the Municipality:

AARTO 03	Infringement notice for camera and other infringements
AARTO 03a	Operator infringement notice
AARTO 03b	Infringement notice in respect of unattended vehicle
AARTO 07a	Notification of a successful nomination
AARTO 07b	Notification of an unsuccessful nomination
AARTO 33	Notice of summons to be issued for a traffic offence
AARTO 33a	Notice of summons to be issued to operator

**ANNEXURE C****EVENT STATUS UPDATES TO BE TRANSFERRED TO THE NCR WITHIN 72 HOURS OF SUCH EVENT BEING RECORDED ON SAPO'S OWN INTERNAL SYSTEM AND AS PER THE BULK STATUS UPDATE PROTOCOLS**

Code	Description	Registered mail	Ordinary mail	Electronic service	Ordinary email
01	Printed	Yes	Yes	N/a	N/a
02	Posted (lodged)	Yes	Yes	Yes-email successfully sent	Yes-email successfully sent
03	Collected	Yes	N/a	Yes-collected(read/open by recipient)	Yes-collected(read/open by recipient)
04	Undelivered	Yes	N/a	Yes, not delivered (unsuccessful delivery to email address)	N/a
05	Not delivered	Yes	N/a	Yes, rts – return to sender, not opened/read by recipient	N/a
06	First notification letter from sapo	Yes	N/a	N/a	N/a
07	Second notification letter from sapo	Yes	N/a	N/a	N/a
08	Ready for collection	Yes	N/a	Yes(delivered to recipients' email address)	N/a
09	Item lost	Yes	N/a	N/a	N/a
10	Address suspect		N/a	Not delivered (unsuccessful delivery to email address)	Not delivered (unsuccessful delivery to email address)
11	Credit limit reached	Yes	N/a	Yes	Yes
12	It technical problems	Yes	N/a	Yes	Yes
13	File-received late(out-of-sla)	Yes	N/a	Yes	N/a
14	PDF document composed (similar to Code 01)	N/a	N/a	Yes	Yes
15	eRegistered doc uploaded	N/a	N/a	Yes	N/a

**SCHEDULE 1 – PRICING (EFFECTIVE 01 APRIL 2021)**

Service	Rates
Form Design	
Template Design	R 650.00
Ordinary Mail Items - printed and posted: Total	R 6.06
Paper	R 0.15
Duplex printing	R 0.34
one step mailer	R 0.23
DL Postage	R 5.34
Registered Mail Items – printed and posted: Total	R 38.17
Paper	R 0.15
Duplex printing	R 0.34
One step mailer	R 0.23
Registration fee	R 37.45
Electronic normal email	R 2.40
Electronic registered email (electronic service)	R 12.50

# **ANNEXURE C**



***WESTERN CAPE PROVINCE***

***Action list: AARTO PROVINCIAL MANAGEMENT ENGAGEMENTS WITH***

***IDENTIFIED MUNICIPAL AND PROVINCIAL IAS - WC held on***

***19 AUGUST 2021***



Item	Topic	Action Required (Resolution)	Feedback (Report)	Responsible Person	Due date
1.	Meeting minutes	The meeting agreed that minutes and action list will be made available after the meetings once they are ready.	Minutes sent on 10/09/2021	Secretariat	Next meeting
2.	Equipment and NaTIS Connectivity	IAs to forward their request for additional AARTO equipment to Mr Channon at provincial office		RTMC	Next meeting
		Additional equipment required for City of Cape Town.	Partially completed. 2 sites were completed 03/09/2021 (Goodwood and Kuilsriver). 1 site completed 13/09/2021 to be (Strand). Parrow and Gallows Hill) planned for 14/09/2021.	RTMC	Next meeting
		Stellenbosch be provided with law enforcement equipment	Installation planned for 16/09/2021	RTMC	Next meeting
		Beaufort West LM to be provided with scanner.	Installation planned to be done by 27/09/2021.	RTMC	Next meeting
		Mossell Bay to confirm date of relocation to the new office. RTMC to assist Mossel Bay municipality with the relocation.	TBC by Mossell Bay LM	RTMC	Next meeting

		RTMC to prioritise law enforcement equipment for Vredendal provincial station	TBC by province	RTMC	Next meeting
		RTMC to install law enforcement equipment for Swartland municipal IA.	Installation planned for 16/09/2021	RTMC	Next meeting
		RTMC to prioritise law enforcement equipment for Cape Agulhas municipal IA.	Completed on 09/09/2021	RTMC	Next meeting
		Saldahna Bay Service outlets	Installation planned for week of 20-23/09/2021	RTMC	Next meeting
3.	AARTO Stationery	Cape Agulhas does not have an account with GPW and they need to engage GPW to start the process of opening an account.	Ms Saptou struggling to get hold of GPW	Ms Saptou	Next Meeting
4.	SAPO SLA	RTIA to circulate SAPO SLA	SLA sent to provinces on 27/08/2021 and forwarded to municipalities on 30/08/2021	RTIA	19/08/2021
5.	ANI Forms/LCMS	IA service provider need to start testing the interface and require access.		RTIA/RTMC	Next meeting
6.	Training (NaTis Users and Officers)	RTMC to confirm training dates for back office personnel	WC Province: City of Cape Town confirmed that 10 trainers can be provided to train back-office staff. RTMC will provide AARTO Provincial TTT training for the 10 trainers.	Mr Zinde	Next meeting

			These trainers will only train the back-office staff of the City of Cape Town Local Municipality and WC DOCS only. RTMC to provide training for the municipal IAs. Confirmation for the use of the 2 training facilities to be communicated to the WC province.		
		RTMC to confirm delivery of online training equipment	A follow-up was done to request feedback from the suppliers on the sound bars and cables. Training is waiting for confirmation on the installation of the equipment. Training dates for the WC Provincial TTT training and for the NC back-office staff was planned for next week, 13-17 September 2021, but due to the equipment that have not been installed, training had to be re-scheduled.	Mr Zinde	Next meeting

# **ANNEXURE D**

**MINUTES OF AARTO PROVINCIAL MANAGEMENT ENGAGEMENTS WITH IDENTIFIED MUNICIPAL AND PROVINCIAL IAS - WC**

**Date: Tuesday, 19 August 2021 at 09:00 - 11:00 am**

**Venue: Webex Online**

**Chairperson: Mr. Peter Baloyi, RTIA**

Agenda Items																				
Item	Description/Discussion	Responsible																		
1.	<b>Opening and Welcome</b> The chairperson greeted and opened the meeting and welcomed all present.	<b>Mr Baloyi, RTIA</b>																		
2.	<b>Attendance Register and Introduction</b> Chairperson requested the attendees to introduce themselves.	<b>Secretariat/All</b>																		
	<table border="1"> <tbody> <tr> <td>Mr Baloyi, RTIA</td> <td>Mr Lawrence, Beaufort West LM</td> </tr> <tr> <td>Mr Payne, WC</td> <td>Ms Mogashoa, RTIA</td> </tr> <tr> <td>Mr Solomom, Stellenbosch LM</td> <td>Mr Steyn, Swartland LM</td> </tr> <tr> <td>Ms Mamabolo, RTIA</td> <td>Mr Brarreiro, WC</td> </tr> <tr> <td>Mr Arendse, WC</td> <td>Mr Masemola, RTIA</td> </tr> <tr> <td>Mr Royi, Stellenbosch LM</td> <td>Mr Humphreys, Swartland LM</td> </tr> <tr> <td>Ms Kgamanyane, RTIA</td> <td>Mr Mokobotedi, RTIA</td> </tr> <tr> <td>Ms Chetty, WC</td> <td>Ms Saptou, Cape Aghulas LM</td> </tr> <tr> <td>Mr Peterson, George LM</td> <td>Mr Boesak, George LM</td> </tr> </tbody> </table>	Mr Baloyi, RTIA	Mr Lawrence, Beaufort West LM	Mr Payne, WC	Ms Mogashoa, RTIA	Mr Solomom, Stellenbosch LM	Mr Steyn, Swartland LM	Ms Mamabolo, RTIA	Mr Brarreiro, WC	Mr Arendse, WC	Mr Masemola, RTIA	Mr Royi, Stellenbosch LM	Mr Humphreys, Swartland LM	Ms Kgamanyane, RTIA	Mr Mokobotedi, RTIA	Ms Chetty, WC	Ms Saptou, Cape Aghulas LM	Mr Peterson, George LM	Mr Boesak, George LM	
Mr Baloyi, RTIA	Mr Lawrence, Beaufort West LM																			
Mr Payne, WC	Ms Mogashoa, RTIA																			
Mr Solomom, Stellenbosch LM	Mr Steyn, Swartland LM																			
Ms Mamabolo, RTIA	Mr Brarreiro, WC																			
Mr Arendse, WC	Mr Masemola, RTIA																			
Mr Royi, Stellenbosch LM	Mr Humphreys, Swartland LM																			
Ms Kgamanyane, RTIA	Mr Mokobotedi, RTIA																			
Ms Chetty, WC	Ms Saptou, Cape Aghulas LM																			
Mr Peterson, George LM	Mr Boesak, George LM																			



Agenda Items			
Item	Description/Discussion		Responsible
	Ms Mabula, RTIA Ms Fennie, WC	Ms Ntavhaedzi, RTIA Ms Swartz, WC  Mr Lawrence, Beaufort West LM	
3.	<p><b>Apologies</b></p> <p>The apologies were recorded as follows: -</p> <p>1. Mr. Williamson, Mossell Bay LM</p>		Secretariat team/All
4.	<p><b>Purpose of the Meeting</b></p> <p>The chairperson introduced the Acting Registrar Ms Mabula who was seconded from the Department of Transport.</p> <p>Acting Registrar Ms Mabula indicated that the Minister of Transport launched AARTO on 1 July 2021. She further indicated that the Minister of Transport announced that AARTO will be rolled out in phases. She indicated that the purpose of the meeting is to ensure that key stakeholders are on the same page when it comes to preparations for AARTO roll out. She also indicated that the RTIA has deployed official temporarily to assist the province with roll out preparations. She further indicated that the purpose of the engagement was to ensure that RTIA does not leave behind all the key stakeholders in provinces. The meetings were arranged to ensure that the challenges issuing authorities (provincial and municipal) are experiencing are addressed by the RTIA and the RTMC technical team. The RTMC team that is also part of the meeting will ensure that</p>		Ms. Mabula, Acting Registrar-RTIA

Agenda Items		
Item	Description/Discussion	Responsible
	<p>required AARTO equipment is installed in various municipal and provincial IAs. She further indicated that she has appointed Mr Baloyi and Ms Kgamanyane to co-ordinate AARTO roll out.</p> <p><b>Comments:</b></p> <p>Mr Solomons indicated that the meeting minutes should be made available after each meeting.</p> <p>The Chairperson requested the Acting Chief Director Mr Payne to welcome the attendees and also make comments. The Acting Chief Director welcomed the initiative by the RTIA to engage with IAs in ensuring that they are prepared for the AARTO rollout and hope that the discussion will be fruitful.</p> <p>Mr Humphreys raised a concern that only few municipalities were in attendance and that he is concerned that they will be left behind. The Chairperson indicated that the RTIA has invited municipalities targeted for 01 October 2021 and other municipalities will still be engaged in future to ensure that they are also prepared for the next phase of roll out. The Chairperson further indicated that the purpose the engagements were aimed at taking stock of preparations.</p> <p><b>Resolution</b></p> <p>The meeting agreed that minutes and action list will be made available after the meetings once they are ready.</p>	
4.	<p><b>Introduction of RTIA Interim Team Deployed to the Province</b></p> <p>Ms Kgamanyane introduced the team that will be deployed in the Western Cape (WC) temporarily while the RTIA is still finalising the appointment of staff. She introduced Ms Venda Mamabolo and Mr Ofentse Masemola. She indicated that the team will assist the province with transition of AARTO rollout in the WC. The team will be temporarily assigned as officials that will work with the designated Provinces and Municipalities to work closely to beef up more capacity to ensure the success of the rollout.</p>	<b>Ms. Kgamanyane, RTIA</b>

Agenda Items		
Item	Description/Discussion	Responsible
5.	<p><b>AARTO Roll-Out Plan Overview: Phases and Identified areas</b></p> <p>Ms Kgamanyane presented the AARTO rollout status update. She provided a brief background of the process and the high level status update and the identified risks of the project. The process of consultaion for the AARTO regulations was completed and submitted to the State Law advisers. The inputs from the State Law Advisors came back and advised that the RTIA and the Minister of Transport need to get concurrence with the Minister of Justice; the reason being this new law is bringing in the Appeals Tribunal. The process of appointing Appeals Tribunal members is in progress. She indicated that part of the strategy was to bring in the hand-held gadgets. All law enforcement officers will be utilising handheld gadgets and the RTMC has indicated that they will provide the gadgets to all the traffic/metro officers across the country. These gadgets will automatically send the information to the NCR. Due to COVID challengers the global supply chain has been affected and RTMC has experienced difficulties in procurement of the gadgets. The RTMC have only managed to secure 220 hand held gadgets. These gadgets will be piloted on the 1st October 2021, but only through the RTMC National Traffic Police IA. The rest of the IAs will be catered for at a later stage.</p> <ul style="list-style-type: none"> <li>- Phase 1</li> <li>- It started on the 1st July 2021 to 30th September 2021. It was launched because that regulations were still outstanding. The Minister of Transport is still finalising consultations with all provincial MECs. The letters have already been sent to the various MECs for concurrence on AARTO regulations. The RTIA will also be conducting final IA readiness assessments. The RTIA has also established 7 AARTO service outlets across the country. Part of this phase will include AARTO communications and public education.</li> </ul>	Ms. Kgamanyane, RTIA



Agenda Items		
Item	Description/Discussion	Responsible
-	<p><b>Phase 2</b></p> <p>This phase will commence on the 1st October 2021 to 31st December 2021. AARTO will be implemented in identified 67 metropolitans and municipal areas. There is also going to be an establishment of additional 18 service outlets throughout the country at identified sites. The actual implementation will comprise of adjudication process coupled with the various elective options and appeals tribunal but the process will be without the Point Demerit System.</p> <p><b>Phase 3</b></p> <p>Phase 3 will commence on the 1st January 2022 to the 30th June 2022. During this phase all the remaining 144 local municipalities throughout the country will implement AARTO as proclaimed with similar processes in line with the 67 issuing authorities, which will be aligned more or less the same as what we will be doing as from the 1st October 2021 to the 31st December 2021.</p> <p><b>Phase 4</b></p> <p>Effective from the 1st July 2022. We will focus on introducing the Point Demerit System and providing the Rehabilitation Programs for habitual offenders. Establishment of 20 AARTO self-service kiosks at identified areas throughout the country.</p> <p>Both provincial and local municipal IAs need to ensure that all requirements are prepared accordingly, such as AARTO Stationery is ordered, South African Post Office (SAPO) service level agreement (SLA) to be signed, training and equipment. The RTMC Systems Support is part of meeting to ensure all equipment related matters are addressed and systems related matters are addressed in the preparation for the 1st October 2021.</p>	



Agenda Items		
Item	Description/Discussion	Responsible
	<p>She also indicated that the recent unrest in the country was of concern and has put the provinces in high alert. It became difficult for RTIA to finalize some of the preparations. There is a need to monitor the events and communicate once the unrest has subsided and the COVID-19 infection rate is reduced.</p> <p><b>Comments:</b></p> <p>Chairperson reiterated that the RTIA want to ensure that there is smooth transition and address whatever challenges that might be identified. He further indicated that there is a need take stock, as we have assured that IT equipment has been deployed at various IAs. He further indicated that IAs should complete the ANI Forms for those that will be utilising local contravention management system.</p> <p>Ms Mamabolo indicated that in terms of training law enforcement will do a refresher training. She further indicated that the province had already submitted a list of trainers that will be trained by RTMC. The training will start around the 23rd August 2021. The trainers will go back into the province and municipalities to train all the law enforcement officers. She further indicated that Mr Van der Merwe is part of the training committee and he has committed that the trainees in the Western Cape will be trained on line. Training will be rolled out to the rest of officers in issuing authorities.</p> <p>In terms of training for back office personnel, in the last meeting it was requested that all IAs send their list of people to be trained. The RTMC is in the process of finalising training program for back office personnel in WC. She also indicated that they were waiting for confirmation of training venue from the province. Mr. Barriero indicated that they were finalising the training venue for the province where the trainers and users will be</p>	



Agenda Items		
Item	Description/Discussion	Responsible
	<p>trained. He also indicated that they will provide feedback to RTIA in writing. He also indicated that the province is looking at 2 training sites, however the other training facility in in the CBD and there is parking challenges. The venue at the college can accommodate 10 learners and the one in the CBC can accommodate about 5 leaners in terms of Covid compliance. He also advised that site visits were done. Mr Zinde indicated that from the RTMC they were in the process of procuring equipment to conduct online training.</p> <p>Mr. Humphries raise a concern that he is seeing that his IA is part of phase 2 and he was not aware that his municipality was earmarked for the next phase and indicated that there was no consultation. The chairperson clarified that the list of the 7 identified municipalities were discussed during our meeting in June 2021 and the list was consulted with the province and identified municipalities. He further indicated that the RTIA and RTMC will try to provide assistance with IT equipment etc. there is a need to take stock and check if equipment has been deployed in various IAs.</p> <p>Mr. Payne clarified that the comments made by Mr. Humphries raised that needed to be clarified that provinces do not decide for local authorities and suggested that there should be internal discussions. The discussion will clarify if there is a breakdown of communications in the municipality. He indicated that Mr. Matong was present when consultation was conducted.</p>	

Agenda Items		
Item	Description/Discussion	Responsible
6.	<p align="center"><b>Readiness of IAs and Service Outlet Sites: RTMC and RTIA</b></p> <p>The chairperson shared the seven (7) municipal IAs and provincial stations in Western Cape that will go live in the second phase planned for the 1st of October 2021. Wchi are as follows:</p> <ol style="list-style-type: none"> <li>1. Cape Town Metropolitan</li> <li>2. Cape Wine Land district: Stellenbosch local municipality</li> <li>3. Central Karoo: Beaufort West local municipality</li> <li>4. Garden Route district: George local municipality</li> <li>5. Garden Route District: Mossel Bay local municipality</li> <li>6. Overberg district: Cape Agulhas local municipality</li> <li>7. West Coast district: Swartland local municipality</li> </ol>	
6.1	<p><b>Equipment and NaTIS Connectivity</b></p> <ol style="list-style-type: none"> <li>1. City of Cape Town Metropolitan</li> </ol> <p>The City of Cape Town to confirm if the equipment has been deployed, network connectivity and NaTIS connectivity.</p> <p>George Felix confirmed that they received the email with the deployment lists. And they also conducted a survey in terms of what equipment is there and picked up there is some discrepancies about what has been verified and what was found on the ground. Ms Linda Sutherland confirmed that they have received equipment. However, the equipment received will only allow the city to accept payment. She further indicated that they did not received any equipment for data captures and their court section. She indicated that they have request paperwork to verify the officials who signed for equipment received so that they can compare. Mr Felix also</p>	<p><b>All</b></p> <p><b>Mr Felix</b></p>

Agenda Items		
Item	Description/Discussion	Responsible
	<p>indicated that some of the equipment was delivered 10 years ago and they were not sure if it will work. Ms Sutherland indicated that they recently received one scanner and need more scanners. Mr Felix indicated that they will require additional equipment for data captures.</p> <p><b>Resolution</b> Additional equipment required for City of Cape Town.</p> <p>2. Provincial stations in Cape Town</p> <p>Ms Chetty indicated that they had received notification that the RTMC will be conducting visits at various provincial stations. She said she received the request about the site visits through Mr Gallant's office that RTMC representative will be conducting the site visits. She further indicated that most of their offices did not have connectivity but there are some with connection. Ms Chetty indicated that she was not in a position to confirm as she did not have the list with her.</p> <p><b>Comments:</b> Ms Noko indicated that the RTMC has verified the equipment that was previously installed within the City of Cape Town. She further indicated that approximately 42 sites were visited and the existing equipment that was verified. She requested that if there is additional equipment required the IA should forward the request and provide the address and contact person on site. She also indicated that the municipal/provincial offices which do not have connectivity currently will be required to provide the RTMC with the site contact person that will be contacted when the technicians bring the equipment; and the address where the equipment is required. Once all that information is received the technicians will do a site inspection which will be followed by installation.</p>	<p><b>Ms Chetty</b></p>

Agenda Items		
Item	Description/Discussion	Responsible
	<p>Chairperson indicated that the main focus of verification will be to ensure that law enforcement offices have the required equipment for AARTO roll out.</p> <p>Ms Mamabolo indicated that in the previous meeting it was agreed that IAs need to confirm equipment that was installed and also submit their additional requirement to the provincial office to Mr Channon in Mr Gallant's office.</p> <p>Ms Saptou indicated that it was confirmed that RTMC received the additional requirements for Cape Agulhas. Mr Felix requested that him and Ms Sutherland be informed whenever the site visits will be conducted.</p> <p>3. Cape Wine Land district: Stellenbosch municipality</p> <p>Mr. Royi indicated that they have received NaTIS equipment. However, they only received equipment for administration and did not receive any equipment for law enforcement. He indicated that the administration office is not that far from the law enforcement office.</p> <p><b>Comments</b></p> <p>Ms Noko indicated that there has not been equipment deployment in Stellenbosch. He further requested that the IA provide the RTMC with the address and contact person on site. Mr Solomons indicated that they would not want to share the administration and law enforcement utilising the same terminal.</p> <p><b>Resolution</b></p> <p>Stellenbosch be provided with law enforcement equipment</p> <p>4. Cape Wine Land district: Provincial station Brackenfell</p>	<p><b>Mr Royi</b></p> <p><b>Ms Chetty</b></p> <p><b>Mr Lawrence</b></p>



Agenda Items		
Item	Description/Discussion	Responsible
	<p>Ms Chetty indicated that the provincial office that covers Stellenbosch area is Brackenfell which also covers City of Cape Town and she could not confirm the information at the moment.</p> <p>5. Central Karoo: Beaufort West municipality</p> <p>Mr. Lawrence confirmed that equipment for law enforcement purposes was installed. He indicated that they require, specifically for law enforcement was a scanner. He indicated that they will send their request to Mr Channon at the provincial station.</p> <p><b>Comments:</b></p> <p>Ms Noko indicated that the RTMC is still going to plan for equipment deployments. Mr Zinde indicated that the RTMC requires that addresses and contact person be provided. He indicated that according to their record equipment has been installed in Outdshoorn.</p> <p><b>Resolution</b></p> <p>Beaufort West LM to be provided with scanner.</p> <p>6. Central Karoo district: Beaufort West provincial station</p> <p>The Beaufort West is the only station in the district that got equipment installed. Other station in the district Outdshoorn and Laingsburg did not receive any equipment.</p> <p>7. Garden Route district: George municipality</p> <p>Mr Boesak indicated that they did not received equipment. However, they have old NaTIS equipment.</p>	<p><b>Ms Chetty</b></p> <p><b>Mr Boesak</b></p>



Agenda Items		
Item	Description/Discussion	Responsible
	<p><b>Comments</b></p> <p>Mr Zinde indicated that old equipment have been assessed and if they find that it is still useable they advise the IA. The RTMC will then replace the equipment when they conduct their refresher project.</p> <p>8. Garden Route District: Mossel Bay</p> <p>There was no representative from Mossel Bay and Ms Mamabolo provided feedback on behalf of Mr Williamson. She indicated that they have sent an email and they confirmed that they have received two PCs. She further reported that they have indicated that they will be relocating from the current building to another municipal building. She indicated that they will be relocating during the month of September (date to be confirmed).</p> <p><b>Comments</b></p> <p>Mr Zinde indicated that the IA should communicate the relocation as soon as possible to enable the RTMC to go and verify the new site. This will assist the RTMC do determine the needs for the new site for example there might be connection challenges and the RTMC might need to assist the IA with 3G.</p> <p><b>Resolution</b></p> <p>RTMC to assist Mossel Bay municipality with the relocation.</p> <p>9. Garden Route district: Outdshoorn provincial station</p> <p>Ms Chetty confirmed that equipment was installed at the Outdshoorn provincial station.</p> <p>10. Overberg district: Cape Agulhas</p>	<p><b>Ms Saptou</b></p>





Agenda Items		
Item	Description/Discussion	Responsible
	<p>Ms Saptou indicated that they did not receive any equipment for law enforcement. She indicated that they only received refresher equipment for DLTC and RA. She indicated that RTMC had confirmed that they received the request for</p> <p><b>Comments</b></p> <p>Mr Zinde indicated that the RTMC is running a number of project parallel with the AARTO project that is why in other areas you find they have received equipment for the refresher project. Mr Brarreiro indicated that the province had also prioritise AARTO deployment and can confirm that Cape Agulhas was prioritised for refresher project because the municipality had relocated to a new site. He further indicated that they are running parallel projects as Mr Zinde has indicated and they will ensure that they streamline all project so that technicians visit a place once rather than sending them at different time for different projects.</p> <p><b>Resolution</b></p> <p>RTMC to prioritise law enforcement equipment for Cape Agulhas municipal IA. \</p> <p>11. Overberg district: Caledon provincial station</p> <p>Ms Chetty indicated that there was no equipment installed at the Caledon provincial station. She further indicated that there was no equipment at Swellendam.</p> <p><b>Resolution</b></p> <p>RTMC to prioritise law enforcement equipment for Caledon provincial station.</p>	<p><b>Mr Steyn</b></p>



Agenda Items		
Item	Description/Discussion	Responsible
	<p>12. West Coast district: Swartland Municipality</p> <p>Mr Steyn indicated that they did not receive any equipment for law enforcement. He further indicated that they did not receive the letter from National Treasury to write the old stationery off and he has submitted the required report. Mr Steyn indicated that they only have NaTIS equipment at the RA and DLTC only.</p> <p><b>Comments</b></p> <p>The Chairperson indicated that the issue of old stationery issue is been addressed by the Finance subcommittee. Once the matter has been concluded it will be communicated with IAs.</p> <p><b>Resolutions</b></p> <p>RTMC to install law enforcement equipment for Swartland municipal IA.</p> <p>12. West Coast district: Vredendal provincial station</p> <p>Ms Chetty indicated that there was no equipment installed at the station. She indicated that they have major connectivity challenges in the West Coast as they also have no internet connectivity.</p> <p><b>Resolutions</b></p> <p>RTMC to prioritise law enforcement equipment for Vredendal provincial station</p>	
6.2	<p><b>AARTO Stationery</b></p> <p>Ms Mamabolo indicated that Cape Aguhlas is the only municipal IA that does not have an account with GPW and they need to engage GPW to start the process of opening an account.</p> <p>Resolutions</p>	RTIA/All



Agenda Items		
Item	Description/Discussion	Responsible
	Cape Agulhas to open an account with GPW.	
6.3	<b>SAPO SLA</b> Ms Mamabolo indicated that the draft SAPO SLA will be shared with IAs by end of business (19/08/2021) <b>Resolutions</b> RTIA to circulate SAPO SLA	RTIA
6.4	<b>ANI Forms/LCMS</b> Ms Mamabolo indicated that 8 IAs have submitted their application for NaTIS information. She further indicated that if IAs that are utilising service providers for capturing and speed cameral law enforcement need to apply for the NaTIS interface. She also urged IAs that have submitted and does not appear on the list to forward the application for submission at RTMC.	All
6.5	<b>Training (NaTIS Users and Officers)</b> Ms Mamabolo indicated that in the last meeting the resolution was that IAs should submit their back office training requirements. She further indicated that for law enforcement training Mr Van der Merwe is currently consolidating information for all the municipal IAs and provincial IA. <b>Comments</b> Mr Felix raised a concern that they would like to start testing the interface on the NCR	RTMC and RTIA



**Agenda Items**

Item	Description/Discussion	Responsible
	<p><b>Resolutions</b></p> <p>IA service provider need to start testing the interface and require access.</p>	
8.	<p><b>Closing Remarks</b></p> <p>The Chairperson thanked everyone who made time to attend the meeting. He further indicated that once AARTO has been proclaimed in an area the IA will no longer use CPA for law enforcement.</p>	<b>Chairperson/Province</b>
9.	<p><b>Closure</b></p> <p>A new date to be communicated.</p> <p>Without further discussion, the chairperson adjourned the meeting @ 11:20am</p>	<b>Chairperson</b>

**Approval of Minutes**

**Approved as a true reflection of the meeting proceedings**

**Mr. Ofents Masemola: Secretariat (Assisted by Ms Mamabolo)**

**Mr. Peter Baloyi: Chairperson**

**Signature:** .....

**Signature:** .....

**Date:** .....

**Date:** .....

# **ANNEXURE E**



**RTIA**  
Road Traffic Infringement Agency  
Justice in Adjudication

**Final Readiness Assessments of Offices of Identified Provincial and Municipal IAs For Phase One & Two: 2021/22 Financial Year**

The readiness checklist below must be:

- a) Completed by each office of each individual municipal and provincial Issuing Authority; and
- b) Signed by the Manager/ Supervisor/ Chief Traffic Officer/ Representative of the office.

Name of Province		WESTERN CAPE	
Name of Issuing Authority / Provincial Office		STELLENBOSCH	
Issuing authority code	9030	NaTIS User group and Office code	9030
Number of Traffic/Metro Officers Trained	2	Number of Data Capturers Trained	0
Number of Traffic/Metro Officers to be Trained	28	Number of Data Capturers to be Trained	21
Number of Traffic Wardens Trained	0	Number of Cashiers Trained	0
Number of Traffic Wardens to be Trained	61	Number of Cashiers to be Trained	6

**Final IAs Readiness Checklist for AARTO Roll-out**

No	Item	YES	NO	Comments
1.	IT Equipment installed by the RTMC and operational: Computer/s		X	
2.	IT Equipment installed by the RTMC and operational: Laser Printer and Summons printer		X	
3.	IT Equipment installed by the RTMC and operational: Scanners		X	
4.	NaTIS Connectivity installed by the RTMC, operational and access to NCR?	X		Busy with the process not yet concluded.
5.	Draft SAPO SLA (inclusive of electronic service) provided to IAs.	X		Provided to us but referred to Legal Department of Municipality for consideration
6.	GPW RFQ template provided to IAs for sourcing of quotation as per Regulations 35 of AARTO Regulations?	X		No procurement done
7.	NaTIS Users/operators registered on NCR to perform AARTO administrative tasks?		X	Information sent to Prov Govt. No yet registered.
8.	Traffic Officers/Wardens registered as authorized officers and linked to IA?		X	Information sent to Prov offices but not yet registered
9.	Camera prosecution service provider linked to NCR and ready to upload camera infringements as per AARTO charge codes?		X	Received templates and forwarded to Province but agreements were not signed.

Signed by Manager/ Supervisor/ Chief Traffic Officer/ Representative

Print Rank, Name & Surname: **AYANDA ROYI**

Email address and contact number: **Ayanda.royi@stellenbosch.gov.za**

Signature: *A. Royi*

